



**AMENDATORY ENDORSEMENT - PENNSYLVANIA
(General Terms and Conditions)**

In consideration of the premium, General Terms and Conditions is amended as follows:

I. Section VIII, Extended Reporting Period is amended as follows:

A. Paragraph A is deleted and replaced with the following:

A. Automatic Limited Extended Reporting Period – No Additional Premium

In the event this policy terminates, cancels or expires for any reason, then any **insured** will have an additional reporting period of sixty (60) days from such termination, cancellation or expiration to provide written notice of a **claim** first made against an **insured** during the **policy period** for **incidents** occurring after the **retroactive date** and prior to the date of such termination, cancellation or expiration, provided such policy is not renewed with us.

The Automatic Limited Extended Reporting Period will begin the day after the **policy period** terminates, expires or is cancelled. The Automatic Limited Extended Reporting Period applies only to **claims**, and will not provide an extended period in which to report an **incident**.

B. Paragraph B is deleted and replaced with the following:

B. Purchased Extended Reporting Period

If this policy is terminated, cancelled, or non-renewed for any reason, and the **named insured** has not obtained **replacement coverage** for any Coverage Part written on a Claims Made and Reported basis, the **named insured** will have the right to purchase an **extended reporting period**.

1. Purchased Extended Reporting Period – Professional Liability Coverage Part(s)

With respect to a Professional Liability Coverage Part, the **named insured** will have the right to purchase an **extended reporting period** for a period of unlimited duration, in return for payment of additional premium.

2. Purchased Extended Reporting Period – All Other Coverage Part(s)

With respect to a Coverage Part other than a Professional Liability Coverage Part, the **named insured** will have the right to purchase an **extended reporting period** for additional period(s) not less than one (1) year in duration, and additional premium.

The **named insured** must notify us in writing of this election within sixty (60) days after the termination, cancellation, or non-renewal of this policy. If the **named insured** does not elect within this time frame, the **named insured** will have waived the right to purchase the **extended reporting period**. A purchased **extended reporting period** will extend to selected Coverage Part coverage for a specified period of time, but only for **claims** that are:

- (i) first made during the **extended reporting period**;
- (ii) reported to us according to this policy's notice and reporting requirements; and
- (iii) for **incidents** occurring on or after the **retroactive date** and prior to the date of such termination, cancellation or non-renewal.



The **extended reporting period** applies only to **claims**, and will not provide an extended period in which to report an **incident**. This **extended reporting period** will apply only to **claims** involving **incidents** occurring after the **retroactive date** and prior to the termination, cancellation, or non-renewal of this policy.

Any premium for an **extended reporting period** will be deemed fully earned at the beginning of the **extended reporting period**.

C. The following is added to Section XIV, Inspections And Surveys:

The "Insurance Consultation Services Exemption Act" of Pennsylvania provides that the Insurer, its agents, employees, or service contractors acting on its behalf, is not liable for damages from injury, death or damage occurring as a result of any act or omission by a person in the furnishing of or the failure to furnish inspections, reports, and surveys. The Act does not apply:

- (i) if the injury, death or damage occurred during the actual performance of the services and was caused by the negligence of the Insurer, its agents, employees or service contractors;
- (ii) to consultation services required to be performed under written service contract not related to a policy of insurance; or
- (iii) if any acts or omissions of the Insurer, its agents, employees or service contractors are judicially determined to constitute a crime, actual malice, or gross negligence.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.