



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

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

I. Section III, Definitions is amended as follows:

A. Paragraph iii of the definition of **damages** is deleted and replaced with the following:

iii. **punitive damages** or exemplary amounts, or the multiplied portion of multiplied awards imposed by law;

B. The following new definition is added:

**Punitive damages** mean those damages that may be imposed to punish a wrongdoer and to deter others from similar conduct.

II. Subsection D, set forth in Section VII, Extended Reporting Period, is deleted and replaced by the following:

D. Limits of Liability

There will be no additional Limit of Liability for any **extended reporting period** unless indicated below, or otherwise by endorsement.

The limit of liability for the Purchased Extended Reporting Period will be the aggregate Limit of Liability that remains on the effective date of termination of the policy, or fifty percent (50%) of the aggregate Limit of Liability at inception of the **policy period**, whichever is greater.

II. Section XII, Subrogation and Recoupment is deleted and replaced with the following:

If we pay any **damages, defense costs**, loss or any other fees, costs or expenses under this policy, we reserve all rights to subrogation. We will not subrogate against you. You agree that we have the right to recoup any amount paid to you, or on your behalf, if such amount was not owed under this policy. You agree that you will do nothing that may increase our liabilities or prejudice our potential or actual rights of subrogation, and will assist us in enforcing any right of contribution or indemnity against another who may be liable.

Any **damages** recovered by subrogation or recoupment, less costs expended for the recovery, will be applied to the Limit of Liability.

The Insurer would be entitled to a recovery only after the **insured** has been fully compensated for the loss sustained.

III. Section XXI, Action Against the Company is deleted and replaced with the following:

No action may be taken against us unless, as a condition precedent, there has been full compliance with all the terms and conditions of this policy. Any action against us for relief must be commenced within the time allowed by law. Further, no person or entity will have any right under this policy to join us as a party to any action against any **insured** to determine such **insured's** liability, nor can we be impleaded by the **insured** or legal representatives of such **insured**.

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.