



**AMENDATORY ENDORSEMENT – WYOMING
(General Terms and Conditions)**

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

- I. The definition of application, set forth in Section III, Definitions is amended to delete the words “the warranty and” in the first line.
- II. Subsection B, Exhaustion of Limits, set forth in Section V, Duty To Defend And Exhaustion of Limits, is deleted and replaced by the following:

B. Exhaustion of Limits

We are not obligated to investigate, defend, pay or settle, or continue to investigate, defend, pay or settle a **claim** or pay any Supplementary Benefits or expenses, fees, or costs, after the applicable Limit of the Liability has been exhausted by payment of **damages**. In such case, we have the right to withdraw from the further investigation, defense, payment, or settlement of such **claim** by tendering control of such investigation, defense or settlement of the **claim** to you. The tender of limits before judgment or settlement does not relieve us of the duty to defend.

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

- A. Subsection B, set forth in Section VIII, Extended Reporting Period, is deleted and replaced by the following:

B. Purchased Supplemental Extended Reporting Period

If this policy is 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** of unlimited duration in exchange for additional premium.

The **named insured** must notify us in writing of this election within sixty (60) days after the cancellation, or non-renewal of this policy and pay the premium when due. 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 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 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**.

- B. 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** except for the unlimited **extended reporting period** option as noted below. Such unlimited **extended reporting period** will have a one-time reinstatement of the applicable Limit of Liability.

The rate charged an insured for a purchased **extended reported period** will be calculated in accordance with W.S §26-14-106(h). If an individual elects to purchase the **extended reporting coverage** before the renewal date of the policy, the rates charged for the extended reporting coverage shall be computed based on the relevant rates for that **insured** before the renewal, not the rates that would be in effect upon renewal.

IV. Section XII, Subrogation And Recoupment is amended by deleting the last sentence, which is replaced by the following:

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

We will pay any **damages** recovered by subrogation, without any deduction for expenses of collection, to the **insured**, out of any recovery on the subrogated claim, before any part of the recovery is applied to any other use. Payment of such recovery to the **insured** will include the deductible amount, if any, except if the amount of the deductible exceeds the recovery, we will pay only the amount of the recovery to the **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.