



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

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

- I. Section VII, Notice and Reporting, is amended as follows:
 - a. Paragraph B, entitled, Reporting a Claim in an Occurrence Based Coverage Period, is amended by deleting the word “immediately”.
 - b. Paragraph C, entitled, Notice of an Incident in Any Coverage Part, is amended to add the following:

Except with respect to any Claims Made and Reported Coverage, you shall furnish notice of an **incident** or proof of loss as soon as reasonably possible, no later than one year after the time required by the policy. Failure to furnish such notice an **incident** or proof of loss within the time required by the policy shall not invalidate or reduce a **claim** unless we are prejudiced thereby, and it was reasonably possible to meet the required time limit.

- II. Section VIII, Extended Reporting Period is deleted and replaced with the following:

VIII. EXTENDED REPORTING PERIOD

Solely with respect to a Claims Made and Reported Coverage Part, the following provisions will apply:

NOTICE: YOU HAVE AN OBLIGATION UNDER § 655.23(3)(a), WIS. STAT., TO PURCHASE THE EXTENDED REPORTING ENDORSEMENT UNLESS OTHER INSURANCE IS AVAILABLE TO ENSURE CONTINUING COVERAGE FOR THE LIABILITY OF YOU AND THOSE FOR WHOM LIABILITY WAS INSURED UNDER THE POLICY FOR THE TERM THE POLICY WAS IN EFFECT. WE ARE OBLIGATED TO NOTIFY THE COMMISSIONER OF INSURANCE IF YOU DO NOT PURCHASE THE EXTENDED REPORTING ENDORSEMENT AND YOU MAY BE SUBJECT TO ADMINISTRATIVE ACTION BY YOUR LICENSING BOARD.

A. Automatic Limited Extended Reporting Period – No Additional Premium

In the event this policy terminates, cancels or expires for any reason other than the non-payment of premium or non-compliance with any of the terms and conditions of the policy, 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. 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 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**.

C. Non-Practicing Extended Reporting Period – No Additional Premium

If a natural person **named insured** ceases providing **professional services** on a permanent and total basis during the **policy period** due to:

- (i) death or total and permanent disability; or
- (ii) retirement, provided that such **insured**:
 - (a) is fifty (50) years or older and has been continuously insured by us for at least the immediately preceding five (5) years; and
 - (b) such retirement is not due to a suspension or surrender of his/her/their professional license at the request of any regulatory authority,

then we will provide such **insured** with an **extended reporting period** unlimited in time.

This **extended reporting period** will not be subject to any additional premium and will be effective upon our receipt of a written request from the **named insured** or **named insured's** estate advising of such death, disability or retirement. 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 date of such death, disability or retirement. This **extended reporting period** will not apply to **incidents** that have not resulted in a **claim**.

In the event such **insured** resumes providing **professional services** then any **extended reporting period** under this paragraph C will immediately terminate.

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. The following minimum percentage of the annual aggregate Limit of Liability as it applied to the last reporting year of the canceled or non-renewed policy shall be available for all claims reported under the unlimited **extended reporting period**:



100% when the policy was in effect for one (1) year or less, including any retroactive coverage period; 130% when the policy was in effect for more than one (1) year, but less than or equal to two (2) years, including any retroactive coverage period; 150% when the policy was in effect for more than two (2) years, but less than or equal to three (3) years, including any retroactive coverage period; 160% when the policy was in effect for more than three (3) years, including any retroactive coverage period.

III. Section XII, Subrogation And Recoupment is amended by deleting the last paragraph and replacing it with the following:

We have the right to collect any **damages** recovered by subrogation, but only after the insured has been made whole and is fully compensated for **damages**.

IV. Section XXI, Action Against The Company is amended by addition of the following paragraph:

Notwithstanding anything to the contrary, where the policy issued or delivered in this state, or if the policy was issued or delivered outside this state, where the accident, injury, or negligence occurred in this state, the Insurer may be joined as a party to an action arising from such accident, injury or negligence, provided, (1) the **insured** has been named a proper party defendant in such action; (2) the action arises out of a covered **claim**; and (3) the Insurer has an interest in the outcome of such action by virtue of its payment of **defense costs**.

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.