

AMENDATORY ENDORSEMENT - TEXAS (Healthcare Providers Professional Liability Coverage Part)

In consideration of the premium, the Professional Liability Coverage Part is amended as follows:

I. Section I, Insuring Agreement, of the Professional Liability Coverage Part (Claims Made and Reported), and Section I, Insuring Agreement, of the Professional Liability Coverage Part (Occurrence) are amended by deleting the last paragraph, which is replaced with the following:

We will pay **defense costs** in connection with a covered **claim**, even if the allegations are groundless, false or fraudulent. Such **defense costs** are in addition to the applicable Limit of Liability.

II. Paragraph C, Settlement of Claims, set forth in Section V, Coverage Part Limits of Liability And Related Claims is amended by addition of the following at the end:

We will notify **you** in writing of the initial offer to settle a **claim** brought against **you** under **your** casualty policy. The notice shall be given to **you** not later than the tenth (10th) day after the date on which the offer is made.

We will notify **you** in writing of any settlement of a **claim** brought against **you** under **your** casualty policy. The notice shall be given to **you** not later than the thirtieth (30th) day after the date of settlement.

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.