



**AMENDATORY ENDORSEMENT - NEW HAMPSHIRE
(General Terms and Conditions)**

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

I. Section III, Definitions is amended as follows:

A. The definition of **Application** is deleted and replaced by the following:

Application means all signed applications, including all representations and attachments, whether ours or that of another insurance carrier, together with any other materials and representations provided to us in connection with the underwriting and negotiating of the terms and conditions of this policy, or any other policy of which this policy is an indirect or direct renewal.

B. The definition of **Insured** is deleted and replaced by the following:

Insured has the meaning set forth in each Coverage Part. **Insured** will also include any: (i) assigns, estates, heirs, or legal representatives of any natural person **insured** in their capacity as such, provided such **insured** is deceased or legally incompetent; or (ii) a spouse or domestic partner of an **insured** in his/her/their capacity as such, or due to legal ownership of property identified as potential recovery relief. There will be no coverage afforded under this policy for any act, error, omission, injury or damages caused by an estate, un-related heir, legal representative, or assign.

II. The exclusion entitled, "Family Member or Resident", set forth in Section IV, Exclusions Applicable To All Coverage Parts, is deleted and replaced by the following:

RESIDENT

based on, or arising out of, any actual or alleged **bodily injury** to any un-related **resident**;

III. Paragraph (ii) set forth in Subsection A, Reporting a Claim in any Claims Made and Reported Coverage Part of Section VII, Notice And Reporting is deleted and replaced with the following:

(ii) the expiration date of the Automatic Limited Extended Reporting Period (but only for **claims** made during the **policy period**), or the expiration of any purchased **extended reporting period**, in accordance with Section VIII,B.

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

A. Paragraph A, entitled Automatic Limited Extended Reporting Period – No Additional Premium is deleted and replaced by 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, entitled, Purchased Extended Reporting Period is deleted and replaced by the following:



B. Purchased Extended Reporting Period

If this policy is terminated, cancelled, or non-renewed for any reason the **named insured** will have the right to purchase an **extended reporting period** for additional premium.

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

With respect to any Coverage Part, the insured may purchase an **extended reporting period** for a period of not less than twelve (12) months.

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

Solely with respect to a Professional Liability Coverage Part, the named insured may elect to purchase an **extended reporting period** for a period of unlimited duration.

The **named insured** must notify us in writing of this election within thirty (30) 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.

An **extended reporting period** will begin on the day after the Automatic Limited Extended Reporting Period terminates.

Upon payment of the premium for any **extended reporting period** and this policy, such **extended reporting period** will be in effect and may not be cancelled. If the Insured obtains **replacement coverage** during the **extended reporting period**, such **extended reporting period** will continue in effect until its natural expiration, but the insurance provided under such **extended reporting period** will be excess to any **replacement coverage**.

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. Paragraph D is deleted and replaced by the following:

D. Limits of Liability

The Limit of Liability for all **claims** reported during the Automatic Extended Reporting Period will be part of, and not in addition to, the Limit of Liability set forth in the Declarations.



The Limit of Liability applicable to Professional Liability Coverage Part(s) for all **claims** reported during the **extended reporting period** will be reinstated to one hundred percent (100%) of the expiring policy Aggregate Limit of Liability as stated in the Declarations.

The Limit of Liability applicable to any Coverage Part other than a Professional Liability Coverage Part, for all **claims** reported during the **extended reporting period** will be part of, and not in addition to, the Limit of Liability set forth in the Declarations.

V. Section XI. Application is amended as follows:

A. The second paragraph is deleted and replaced with the following:

If the **application's** statements, representations, and information contain any material misrepresentation, material omission or material inaccuracy, we reserve the right to we reserve the right to exclude coverage for any **claim** or other matter tendered for coverage under this policy that is in any way related, in whole or in part, to the misrepresentation, omission or inaccuracy, and/or to petition the court for a declaration rescinding this policy as voidable from inception.

B. The following sentence is added at the end:

Provided, however, that the facts pertaining to and knowledge possessed by any **Insured** shall not be imputed to any other **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.