



**AMENDED ABUSE AND MOLESTATION SUBLIMITS ENDORSEMENT – MONTANA
(Where Required By Written Contract)**

This endorsement modifies insurance provided under the:

PROFESSIONAL LIABILITY COVERAGE PART

In consideration of the premium, solely with respect to the Professional Liability Coverage Part, the policy is amended as follows:

SCHEDULE OF ABUSE AND MOLESTATION CLAIM SUBLIMITS OF LIABILITY

Name of Contract	Each Claim	Aggregate
_____	\$ _____	\$ _____

I. The Professional Liability Abuse and Molestation Claim Defense Costs aggregate sublimit, as set forth in the **COI**, is deleted and replaced by the following:

Solely to the extent that increased **abuse and molestation claim** sublimits are expressly required by a written contract that is (a) listed in the Schedule above, and (b) executed prior to the **abuse and molestation act** that gives rise to the **abuse and molestation claim**, the Abuse and Molestation Claim Sublimits of Liability shown in the Schedule above replace the Professional Liability Abuse and Molestation Claim Defense Costs aggregate sublimit set forth in the **COI**. **Damages** and **defense costs** are included within and reduce the Abuse and Molestation Claim Sublimits above.

II. Section III, Coverage Part Definitions, is amended to add the following:

Related abuse and molestation acts means all **abuse and molestation acts** that are based on, arising out of, or are logically or causally connected by the same, or any related or common, or a series of related or common, facts, circumstances, transactions, situations, events, advice or decisions.

Related abuse and molestation claims means all **claims** arising out of: (i) **a single abuse and molestation act**; or (ii) **related abuse and molestation acts**. All **related abuse and molestation claims** will be deemed a single **abuse and molestation claim**.

III. Solely with respect to the coverage afforded by this endorsement, the ABUSE AND MOLESTATION exclusion, set forth in Section IV, Exclusions Applicable To The Professional Liability Coverage Part is deleted in its entirety and replaced with the following:

This policy does not apply to any **claim, damages, defense costs**, expenses, fees or loss:

ABUSE AND MOLESTATION

based on, arising out of, or in any way involving, in whole or in part, any **abuse and molestation act** or **abuse and molestation claim** if established by: (i) a civil, criminal, administrative, licensing or regulatory final adjudication or binding arbitration; or (ii) legal admission by **such insured**; provided:

(a) This exclusion will not apply to **defense costs** with respect to an **abuse and molestation claim**, or to **damages** we agree in our discretion to pay in the settlement or compromise of an **abuse**



and molestation claim, up to the maximum amount of the applicable Abuse and Molestation Claim Sublimits of Liability.

- (b) In the event an **abuse and molestation act** is established against an **insured** by: (i) a civil, criminal, administrative, licensing or regulatory final adjudication or binding arbitration; or (ii) legal admission by such **insured**, then we will not provide any further **defense costs** or **damages** on behalf of such **insured** with respect to the **abuse and molestation claim**, or any other matter arising from such **abuse and molestation act**.

IV. The following subsection is added to Section V, Coverage Part Limits of Liability And Related Claims:

Sublimited Coverage (Abuse and Molestation)

1. Subject to paragraph 2, below, the most we will pay for **defense costs** and **damages** for each **abuse and molestation claim** is the Abuse and Molestation Claim Each Claim Sublimit of Liability set forth on the Schedule above.
2. The most we will pay for all **defense costs** and **damages** for all **abuse and molestation claims** afforded coverage by this endorsement is the Abuse and Molestation Claim Aggregate Sublimit of Liability set forth on the Schedule above. The Abuse and Molestation Claim Aggregate Sublimit of Liability applies regardless of the number of **abuse and molestation claims**, **abuse and molestation acts**, **insureds**, parties or requests for coverage.
3. All **related abuse and molestation claims** will be deemed a single **abuse and molestation claim** first made on the date the first of such **related abuse and molestation claims** was first made or deemed made. The Abuse and Molestation Claim Each Claim Sublimit of Liability applicable to such policy period will apply to all **related abuse and molestation claims**.
4. The Abuse and Molestation Claim Sublimits of Liability set forth above are the exclusive Limits of Liability applicable to any and all **abuse and molestation claims**, and are included within, and are not in addition to, the Professional Liability Limits of Liability set forth in the **COI**.

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.