

# Westport Insurance Corporation

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXTENDED REPORTING PERIOD ENDORSEMENT FOR CLAIMS-MADE COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

### **SCHEDULE**

<b>Premium</b> _____
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This endorsement modifies insurance provided under the Commercial Liability Umbrella Coverage Part as amended by an Underlying Claims-Made Coverage endorsement and/or any other endorsement attached hereto.

In consideration of an additional premium shown above, the Extended Reporting Period is as follows:

From: \_\_\_\_\_ To: \_\_\_\_\_

- A.** An Extended Reporting Period Endorsement is provided, as described in **Extended Reporting Periods** in the **Underlying Claims-Made Coverage** endorsement.
- B.** This additional period for reporting “claims” shall not reinstate the Limit of Liability stated in the Declarations. The Extended Reporting Period is subject to the aggregate Limit of Liability stated in the Declarations or latest renewal endorsement; and the aggregate Limit of Liability shall be reduced by payment by us of any “ultimate net loss” for all “claims first made” against any insureds during the “policy period” and the Extended Reporting Period.
- C.** With respect to coverages provided on a claims-made basis, Paragraph **2.** of **Section III – Limits Of Insurance** is replaced by the following:
  - 2.** The Aggregate Limit is the most we will pay for the sum of loss under Coverage **B.**
- D.** **Section III – Limits Of Insurance**, as amended by Paragraph **C.** above, is otherwise unchanged and applies in its entirety.
- E.** This policy will not provide any additional Extended Reporting Period(s).

F. It is agreed that this policy is hereby terminated with respect to "claims" resulting from "wrongful acts" occurring on or after \_\_\_\_\_ which date shall be the termination of this policy.

ACCEPTED:

Named Insured: \_\_\_\_\_

By: \_\_\_\_\_  
Title

All other terms and conditions of this policy shall remain unchanged.  
This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.  
(The information below is required only when this endorsement is issued subsequent to the preparation of the policy.)

Endorsement Effective  
Named Insured

Policy No.

WESTPORT INSURANCE CORPORATION

Countersigned.

\_\_\_\_\_  
Authorized Representative

*Facsimile signature to be inserted*

President

*Facsimile signature to be inserted*

Secretary

# ***Westport Insurance Corporation***

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **INSURANCE AND RELATED OPERATIONS PROFESSIONAL COVERAGE**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM**

**I. The following changes are made to Section V. Definitions:**

**A. Definition 14. "Personal and advertising injury" of Section V – Definitions is replaced by the following:**

**14. "Personal and advertising injury" means injury, including consequential "bodily injury," arising out of one or more of the following offenses:**

- a. False arrest, detention or imprisonment;**
- b. Malicious prosecution;**
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;**
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;**
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;**
- f. The use of another's advertising idea in your "advertisement";**
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or**
- h. Negligent acts, error or omissions in the providing of or failure to provide "insurance and related professional services."**

**B. Definition 24. "Underlying Insurance" of Section V – Definitions is replaced by the following:**

"Underlying Insurance" means any policies of insurance or coverage listed in the declarations under the schedule of "underlying insurance," but does not include insurance coverages which are subject to limits, either a sublimit or additional limit, for occurrence or aggregate, other than those described on the schedule of "underlying insurance."

**C. The following definition is added:**

"Insurance and related professional services" means:

- 1. Any obligation assumed by any insured; or obligations or duties, contractual or otherwise with respect to any contract or treaty of insurance, reinsurance, suretyship, annuity, endowment or employee benefit plan, including applications, receipts or binders;**

2. membership in or contribution to or management or administration of any insurance plan, pool, association, insolvency or guarantee fund or any similar insurance fund, organization or association, whether voluntary or involuntary;
3. the rendering of the following professional services:
  - a. Advising, inspecting, reporting or making recommendations in the insured's capacity as an insurance company, consultant, broker, agent or representative thereof;
  - b. Effecting insurance, reinsurance or suretyship coverages;
  - c. Investigating, defending or settling any claim under any contract or treaty of insurance, self-insurance, reinsurance or suretyship;
  - d. Auditing or maintaining accounts or records of others;
  - e. Conducting an investment, loan or real estate department or operations;
  - f. Acting in any capacity as a fiduciary or trustee for mutual funds, pension or welfare funds, annuities, endowments, employee benefit plans or other similar activities; or
  - g. Performing any claim, investigative, adjustment, engineering, inspection, consulting, survey, audit, appraisal, actuarial or data processing service for a fee.

**II.** The following exclusion is added to Paragraph 2., **Exclusions** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** and Section **I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" for which the insured may be held liable for "insurance and related professional services."

This exclusion does not apply to "personal and advertising injury" to the extent that valid "underlying insurance" for the "insurance and related professional services" described above exists or would have existed but for the exhaustion of the underlying limits. Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

All other terms and conditions of this policy shall remain unchanged.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to the preparation of the policy.)

Endorsement Effective  
Named Insured

Policy No.

WESTPORT INSURANCE CORPORATION

Countersigned.

\_\_\_\_\_  
Authorized Representative

*Facsimile signature to be inserted*  
President

*Facsimile signature to be inserted*  
Secretary

# **Westport Insurance Corporation**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **UNDERLYING CLAIMS-MADE COVERAGE**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM**

If any "underlying insurance" is written on a claims-made basis, the following applies to the insurance provided by this policy which is excess over that underlying insurance:

**A. Paragraphs 1.b.(2), 1.b.(3), 1.c, 1.d. and 1.e. of Section I – Coverage A – Bodily Injury And Property Damage Liability are replaced by the following:**

**1. Insuring Agreement**

**b.** This insurance applies to "bodily injury" and "property damage" only if:

(2) The "bodily injury" or "property damage" did not occur before the Retroactive Date, if any, shown in the Declarations of the "underlying insurance" or after the end of the policy period; and

(3) A claim for damages because of the "bodily injury" or "property damage" is first made against any insured, in accordance with Paragraph c. below, during the policy period or any Extended Reporting Period we provide under Extended Reporting Periods.

**c.** A claim by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:

(1) When notice of such claim is received and recorded by any insured or by the "underlying insurer" or us if the limits of the "underlying insurance" have been used up, whichever comes first; or

(2) When we make settlement in accordance with Paragraph 1.a. above, or settlement is made by the "underlying insurer" with our agreement.

**d.** All claims for damages because of "bodily injury" to the same person, including damages claimed by any person or organization for care, loss of services, or death resulting at any time from the "bodily injury," will be deemed to have been made at the time the first of those claims is made against any insured.

**e.** All claims for damages because of "property damage" causing loss to the same person or organization will be deemed to have been made at the time the first of those claims is made against any insured.

**B. Paragraph 1.b. of Section I – Coverage B – Personal And Advertising Injury Liability is replaced by the following:**

**1. Insuring Agreement**

**b.** This insurance applies to "personal and advertising injury" caused by an offense arising out of your business, but only if:

(1) The offense was committed in the "coverage territory";

- (2) The offense was not committed before the Retroactive Date, if any, shown in the Declarations of the "underlying insurance" or after the end of the policy period; and
- (3) A claim for damages because of the "personal and advertising injury" is first made against any insured, in accordance with Paragraph c. below, during the policy period or any Extended Reporting Period we provide under Extended Reporting Periods.

**C. The following is added to Paragraph 1. of Section I – Coverage B – Personal And Advertising Injury Liability:**

**1. Insuring Agreement**

- c. A claim made by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:
  - (1) When notice of such claim is received and recorded by any insured or by the "underlying insurer" or us if the limits of the "underlying insurance" have been used up, whichever comes first; or
  - (2) When we make settlement in accordance with Paragraph 1.a. above or settlement is made by the "underlying insurer" with our agreement.

All claims for damages because of "personal and advertising injury" to the same person or organization as a result of an offense will be deemed to have been made at the time the first of those claims is made against any insured.

**D. Exclusion 2.a.(2) Material Published Prior To Policy Period, of Section I – Coverage B Personal and Advertising Injury Liability is replaced by the following:**

**b. Material Published Prior To The Policy Period**

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the Retroactive Date, if any, shown in the Declarations.

**E. The following Section is added:**

**EXTENDED REPORTING PERIODS**

1. With respect to any "underlying insurance" written on a claims-made basis, we will provide one or more Extended Reporting Periods, as described below, if:
  - a. This Coverage Part is canceled or not renewed; or
  - b. "Underlying insurance" written on a claims-made basis is renewed or replaced with insurance that:
    - (1) Has a Retroactive Date later than the date shown in the Declarations of the "underlying insurance"; or
    - (2) Does not apply to "bodily injury," "property damage" or "personal and advertising injury" on a claims-made basis.
2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims for:
  - a. "Bodily injury" or "property damage" that occurs before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations of the "underlying insurance"; or

- b. "Personal and advertising injury" caused by an offense committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations of the "underlying insurance."

Once in effect, Extended Reporting Periods may not be canceled.

- 3. EXTENDED REPORTING PERIODS when the "underlying insurer" listed in the "Schedule of Underlying Insurance" for Insurance Agents Professional Liability is Westport Insurance Company:
  - a. Coverage provided will follow the provisions, exclusions and limitations of the Westport Insurance Company "underlying insurance" provided by the Section titled EXTENDED REPORTING PERIOD and any endorsement attached to the policy amending that Section, unless otherwise directed by this insurance.
  - b. For coverage to apply you must purchase coverage for an Extended Reporting Period from the "underlying insurer" listed in the Schedule of Underlying Insurance for Insurance Agents Professional Liability for an Extended Reporting Period term the same or longer as is purchased by this endorsement and provide evidence of such.
- 4. EXTENDED REPORTING PERIODS when the "underlying insurer" listed in the Schedule of Underlying Insurance for Insurance Agents Professional Liability is not Westport Insurance Company:
  - a. This Extended Reporting Period Coverage will follow the provisions, exclusions and limitations of the insurance company listed as "underlying insurance" except as noted in Parts b. and c. below.
  - b. For coverage to apply you must purchase coverage for an Extended Reporting Period from the "underlying insurer" listed in the Schedule of Underlying Insurance for Insurance Agents Professional Liability for an Extended Reporting Period term the same or longer as is purchased by this endorsement and provide evidence of such.
  - c. **Extended Reporting Period Term and Premium**
    - (1) You must give us a written request to purchase one of the Extended Reporting Period terms within the period specified by the "underlying insurance" and with your written request promptly pay the additional premium as set forth in the schedule below. The Extended Reporting Period will not go into effect until payment is made. This notice must be sent to us within the time period required by the "underlying insurer" for Insurance Agents Professional Liability immediately following the date of cancellation or expiration. The premium is fully earned upon payment to us.
    - (2) The schedule below sets forth the available periods and additional premium due for the Extended Reporting Period. The Additional Premium shown is a percentage of the Professional Liability premium portion of the last umbrella premium annual charge of this policy.

Schedule:

<b>Extended Reporting Period</b>	<b>Additional Premium</b>
1 year	100%
2 years	150%
3 years	185%
4 years	220%
5 years	250%
6 years	260%
7 years	270%
8 years	280%
9 years	290%
10 years	300%

**5. Other Conditions**

- a. Once in effect, the Extended Reporting Period may only be canceled for non-payment of premium, and may not be otherwise amended or extended.
- b. Failure to maintain "underlying insurance extended reporting period" will not invalidate this insurance. However, this insurance will apply as if the "underlying insurance extended reporting period" were in full effect.
- c. You must notify us as soon as practicable when any "underlying insurance extended reporting period" is no longer in effect.

All other terms and conditions of this policy shall remain unchanged.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to the preparation of the policy.)

Endorsement Effective  
Named Insured

Policy No.

WESTPORT INSURANCE CORPORATION

Countersigned.

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Authorized Representative

President

Secretary