

Policy No.

**BROADENED CLAIM DEFINITION ENDORSEMENT – 90 DAYS**

This endorsement modifies the insurance policy as follows:

In consideration of the premium charged, it is agreed that Article II. WHEN A CLAIM IS TO BE CONSIDERED AS FIRST MADE, is deleted in its entirety and replaced by the following:

II. WHEN A CLAIM IS TO BE CONSIDERED AS FIRST MADE

A. A Claim Against an Insured

For purposes of this policy, a **Claim** against an **Insured** is first made when the Named Insured or Additional Named Insured receives during the policy period (i) a written demand for money or services from a claimant or claimant's attorney or agent or (ii) service of process of a suit or other proceeding seeking **Damages** or services, as a result of an alleged **Loss Event** to which this policy applies, or (iii) when the Named Insured or Additional Named Insured becomes aware of a **Loss Event** to which this policy applies.

B. A Claim to which this Policy Applies

1. This policy shall cover **Claims** arising from an alleged **Loss Event** made against an **Insured** and reported to the **Company** in writing by a Named Insured or Additional Named Insured as provided by this policy.
2. A **Claim** shall be considered reported to the **Company** on the date when the **Company** first receives Written Notice from a Named Insured or Additional Named Insured that a **Claim** has been made against an **Insured** as a result of an alleged **Loss Event** to which this policy applies.
3. This policy does not apply to reports of incidents to the **Company** made by an **Insured** as part of a risk management program or procedures of an **Insured**, and such reports do not constitute a **Claim** first made against an **Insured** during the policy period and reported to the **Company** during the policy period.

It is further agreed that Article VI, Section A, CLAIM, is amended as follows:

VI. DEFINITIONS

A. "Claim" means:

1. the filing of a lawsuit against an **Insured**, and/or
2. **Written Notice** of intent to file a lawsuit or to arbitrate against an **Insured**, and/or
3. a written demand for money or services delivered to an **Insured**, and/or
4. a **Written Notice**, which must be received within ninety (90) days of the date of **Injury**, from the Named Insured or Additional Named Insured of a **Loss Event** which the Named Insured or Additional Named Insured reasonably believes is likely to result in a written demand for money or services or service of process. The **Written Notice** must contain the name of the injured person and any witnesses, the specifics as to the nature, time and place of the **Loss Event** and the circumstances by which the **Insured** first became aware of the **Injury** suffered,

and which is the result of a **Loss Event** which occurred subsequent to the **Retroactive Date** of this policy and which has been reported to the **Company** in writing prior to the **Expiration Date** or the expiration of an applicable **Extended Reporting Period**.

All other terms, conditions and exclusions of the policy remain unchanged.