

Policy No.

### **EXTENDED CLAIM DEFINITION ENDORSEMENT**

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 provides **Written Notice** to the **Company** of an alleged **Loss Event** resulting in the following injuries:

1. Death;
2. Paralysis, paraplegia, quadriplegia, spinal cord injury, nerve injury or neurological defect;
3. Brain damage;
4. Total or partial loss of limb;
5. Sensory organ or reproductive organ impairment, or loss of same;
6. Substantial disability or disfigurement;
7. Burn.

B. A Claim to which this Policy Applies

1. This policy shall cover **Claims** arising from an alleged **Loss Event** made against an **Insured** in writing 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** in writing 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**, whether or not made as part of a risk management or claims 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. DEFINITIONS, Section A. is deleted in its entirety and replaced by the following:

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** of a **Loss Event** resulting in the following **Injuries** and for 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 of a suit:
  - a. Death;
  - b. Paralysis, paraplegia, quadriplegia, spinal cord injury, nerve injury or neurological defect;
  - c. Brain damage;
  - d. Total or partial loss of limb
  - e. Sensory organ or reproductive organ impairment, or loss of same;
  - f. Substantial disability or disfigurement;
  - g. Burn; and

as a 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.