

HEALTH CARE PROFESSIONAL LIABILITY POLICY OB/GYN RPG ENDORSEMENT

POLICYHOLDER:

ENDORSEMENT
EFFECTIVE DATE:

POLICY NUMBER:

The **policy** is hereby amended as follows:

I. The definition of **professional incident** is deleted and replaced with the following:

Professional incident means:

- A. a single act or omission, or a series of related acts or omissions during a continuing course of **professional services**, arising out of the rendering of, or failure to render, **professional services** to any one person by an **insured** or any person for whose acts or omissions an **insured** is legally responsible, which results, or is likely to result, in **damages**; or
- B. a single act or omission or a series of related acts or omissions by an **insured professional** during the performance of **peer review services** which results, or is likely to result, in **damages**.

In no event shall separate, discrete events or injuries that occur during a single medical or dental procedure or course of treatment constitute more than one **professional incident**.

II. Section IV. Limits of Liability and Deductibles, of the Professional Liability Coverage Part, is amended by deleting the fifth paragraph and replacing it with the following:

The limit of liability shall apply regardless of:

- A. the number of claimants seeking **damages** covered by this **policy**;
- B. the number of claims or suits brought on account of a **professional incident**;
- C. the number of **insureds** under this **policy**; or
- D. the inclusion of an additional insured.

Notwithstanding paragraphs A and B above, with respect to treatment of mother and fetus or fetuses from conception through postpartum care, if the child or children alleges injuries separately and independently from the mother, **we** will deem the continuing course of treatment to the child or children as a separate **professional incident** for the purpose of determining the applicable primary coverage shown on the **Coverage Summary** as "Primary Limits of Liability." This exception shall not apply to any Additional Coverage shown on the **Coverage Summary** as "Additional Limits of Liability," and **we** will deem treatment of mother and fetus or fetuses from conception through postpartum care as a single **professional incident** for the purpose of determining the applicable Additional Coverage.

III. Section III. Exclusion K, of the Professional Liability Coverage Part, is deleted and replaced with the following:

- K. Liability arising from any **professional incident** that is not the subject of an **assertion of liability**, unless the **professional incident** is **reported** within 60 days of the date on which the **professional incident** occurred.

IV. Section IV. Insureds' Duties, Paragraph A, of the General Conditions, is deleted and replaced with the following:

- A. If an **insured** wishes to **report a professional incident** that is not the subject of an **assertion of liability**, the **insured** must **report the professional incident** to us within 60 days of the date on which the **professional incident** occurs. **We** will not provide coverage for any **professional incident reported** more than 60 days after the **professional incident** occurs unless the **insured** receives an **assertion of liability** with respect to the **professional incident** and provides a description of an oral **assertion of liability** or a copy of a written **assertion of liability** to us within the **policy period** or any applicable extended reporting period, in which case the **professional incident** will be deemed **reported** as of the date on which **our** Claims Department receives the oral description or written copy of the **assertion of liability**.