

INCIDENT REPORT ENDORSEMENT

The following information, and signature by an authorized representative, is required only when this endorsement is issued subsequent to the preparation of this policy.

First Named Insured:
Policy Number:
Effective Date Of This Endorsement:

This endorsement forms a part of the policy to which it is attached. It is effective on the inception date of the policy unless stated otherwise above.

In consideration of the premium charged, it is understood and agreed as follows:

- A. An incident or "client" complaint involving an alleged or possible "wrongful act", occurring on or after the named insured's "retroactive date" under this endorsement and otherwise covered by this policy, which is reported to us, as set forth below, during the insured's "policy period" which subsequently becomes the subject of a "written claim" reported to us following expiration of the insured's "policy period", shall be considered to have been reported to us as set forth in B., below, if, but only if:
 - 1. there is sufficient written documentation, reported to us with the report of the incident or complaint, to allow us to determine that the subsequently reported "written claim" arises from the same facts as said incident or complaint; for coverage to apply, such written documentation must include, at a minimum, the following:
 - a. the name(s) of potential claimant(s) and a description of the specific "wrongful act" which forms the basis of a potential "written claim"; and
 - b. the identity of the named insured(s) involved in such "wrongful act"; and
 - c. the consequences which have resulted or may result from such "wrongful act"; and
 - d. the amount of monetary loss which may be sought as a consequence of such "wrongful act"; and
 - e. the circumstances under which the named insured first became aware of such "wrongful act"; and
 - 2. there is no other insurance coverage available to the named insured that applies to said "written claim", or which would apply in absence of this policy.
- B.
 - 1. If coverage for the named insured involved in the incident or "client" complaint is not renewed by us, and if an incident or complaint, previously reported to us as aforesaid, becomes the subject of a "written claim" reported to us by the named insured following expiration of the named insured's "policy period", said "written claim" shall be considered to have been reported to us on the date such incident or complaint was previously reported to us during the named insured's "policy period" and shall be subject to all the terms and conditions of the named insured's coverage in force when such incident or complaint was first reported to us, including without limitation, the applicable Limits of Liability and "retention" applying under that named insured's coverage.
 - 2. If coverage for the named insured involved in the incident or "client" complaint is renewed by us, and if an incident or complaint, previously reported to us as aforesaid, becomes the subject of a "written claim" reported to us by the named insured under such renewal policy, or one of a series of continuously renewed policies covering the named insured, said "written claim" shall be considered to have been reported to us on the date the "written claim" is reported to us during the insured's renewal "policy period"; provided, such "written claim" shall be subject to all the terms and conditions of the named insured's coverage in force when such incident or complaint was first reported to us under the prior policy, including, without limitation, the applicable Limits of Liability and "retention" applying under that coverage.
- C. A report made to us by an insured, including without limitation a report for loss control or risk management purposes, shall not be considered a "written claim".
- D. The "retroactive date" for the coverage provided by this endorsement is the later of June 1, 2014 or the named insured's first date of continuous coverage under the Defender Max Program. The coverage provided by this endorsement will not apply to incidents occurring prior to the named insured's "retroactive date" under this endorsement.

Nothing herein contained shall vary, alter, waive or extend any of the terms, conditions, provisions, agreements, limitations or exclusions of this policy, other than as stated above.

By: _____
Authorized Representative