

Endorsement No.:	
Endorsement Effective Date:	12:01 a.m. standard time at the address of the <b>Named Insured</b> as shown in Item 1 of the Declarations.
Forms a part of Policy No.:	
Issued to:	
Issuing Company:	

## Indiana Patient Compensation Fund Coverage

This endorsement modifies coverage provided under the Healthcare/Human Services Organizations Professional Liability Package Policy, only with respect to the following Coverage Section(s):

- Professional Liability Coverage Section – Claims Made
- Professional Liability Coverage Section - Occurrence

It is hereby understood and agreed that:

A. Section II. DEFINITIONS of the Coverage Section listed above, is amended by addition of the following definitions at the end thereof:

**Fund** means the Patient Compensation Fund established by the Indiana Medical Malpractice Act (the “Act”) and as set forth in Indiana Code s 34-18-1-1 et seq.

**Fund Claim** means a **Claim** for a <<Healthcare Professional/Human>> **Services Wrongful Act** against a **Health Care Provider** that is subject to the **Fund**. **Fund Claim** shall include any **Claim** that would have been eligible for payment under the **Fund** but was not paid under the **Fund** due to failure to pay the applicable **Fund** surcharge or the **Insured’s** failure to maintain eligibility or membership status in the **Fund** for any reason.

**Health Care Provider** means an **Insured** who is a health care provider meeting all the criteria for participation in the **Fund**.

B. Solely with respect solely to **Fund Claims**, and at all times subject to the applicable Retroactive Date (if Claims Made Coverage is provided) or Inception Date (if Occurrence Coverage is provided) of this policy, the following Limits of Liability shall apply under the Coverage Section listed above, and shall be the be the most that the **Insurer** shall pay for all **Loss** in connection with **Fund Claims**:

Limits of Liability		
For <<Healthcare Professional/Human>> <b>Services Wrongful Acts</b> that take place prior to July 1, 2017	\$ 250,000	<<Healthcare Professional/Human>> <b>Services Wrongful Act</b>
	\$ 750,000	Aggregate for all <<Healthcare Professional/Human>> <b>Services Wrongful Acts</b>
For <<Healthcare Professional/Human>> <b>Services Wrongful Acts</b> that take place on or after July 1, 2017 to June 30, 2019	\$ 400,000	Each <<Healthcare Professional/Human>> <b>Services Wrongful Act</b>
	\$ 1,200,000	Aggregate for all <<Healthcare Professional/Human>> <b>Services Wrongful Acts</b>
For <<Healthcare Professional/Human>> <b>Services Wrongful Acts</b> that take place on or after July 1, 2019	\$ 500,000	Each <<Healthcare Professional/Human>> <b>Services Wrongful Act</b>
	\$ 1,500,000	Aggregate for all <<Healthcare Professional/Human>> <b>Services Wrongful Acts</b>

The Limit of Liability shall be established by the date of the <<Healthcare Professional/Human>> **Services Wrongful Act**. All related <<Healthcare Professional/Human>> **Services Wrongful Acts** or any series of <<Healthcare Professional/Human>> **Services Wrongful Acts** involving the same **Health Care Provider** shall be deemed to take place on the date of the first <<Healthcare Professional/Human>> **Services Wrongful Act** and only one Each <<Healthcare Professional/Human>> **Services Wrongful Act** Limit of Liability shall apply to all **Fund Claims** arising therefrom.

C. It is further understood that the **Fund** will not respond to **Claims** for all of the services or activities included within the term <<Healthcare Professional/Human>> **Services Wrongful Act** as defined in the Coverage Section listed above. Accordingly, in the event a covered **Claim** under this Policy is made against a **Health Care Provider**, for a <<Healthcare Professional/Human>> **Services Wrongful Act** for which coverage is not afforded under the **Fund** (for reasons other than the failure to pay the applicable **Fund** surcharge, or the **Insured’s** failure to maintain eligibility or membership status in the **Fund** for any reason), and such <<Healthcare Professional/Human>> **Services Wrongful Act** is committed or allegedly committed in the State of Indiana, then the Limits of Liability set forth in the Declarations for this Coverage Section shall apply to such **Claim**.

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D. In the event that:

1. The financial responsibility requirements for a **Health Care Provider** under the **Fund** are amended; or
2. The **Fund** is declared insolvent or unconstitutional;

then it is understood and agreed that the **Insurer** will not be responsible to make any payments under this Policy earlier, or to any greater extent, than the **Insurer** would have been had such events not taken place, unless the **Insurer** and the **Insured** mutually agree on new terms and conditions including the payment of any additional premium.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

SPECIMEN