



**INFORMATION PRIVACY COVERAGE ENDORSEMENT
"HIPAA" PROCEEDINGS AND NOTIFICATION COSTS - NEW YORK**

It is understood and agreed that in consideration of the premium paid, this endorsement amends coverage under the **HEALTHCARE PROVIDERS PROFESSIONAL LIABILITY COVERAGE PART**.

SECTION II. COVERAGE EXTENSIONS is amended to add the following:

H. HEALTH INFORMATION PRIVACY AND NOTIFICATION COSTS

Subject to the Information Privacy aggregate limit of liability stated on the **certificate of insurance**, we will:

1. pay for attorney fees charged by an attorney selected by us and other reasonable costs, expenses or fees resulting from the investigation or defense of a **"HIPAA" Proceeding**;
2. pay **you** for **notification costs** incurred by **you** related to the disclosure of **confidential personal information** provided that **you** obtain our prior approval before incurring such costs;
3. pay **claim expenses** related to 1. and 2. above.

Section IV. ADDITIONAL DEFINITIONS is amended to add the following:

Confidential Health information means information pertaining to a patient or client that has been received or created by **you** or provided by **you** to another, subject to protection pursuant to "HIPAA", including an individual's health, or health care treatment information, including the fact that any such individual has been treated by any provider.

Confidential Personal information means information not available to the general public from which an individual may be identified, including without limitation, an individual's name, address, telephone number, social security number, account relationships, account numbers, account balances and account histories.

Notification Costs means amounts incurred by **you**, to comply with a statutory mandate requiring notification to patients or clients in compliance with federal and state privacy protection laws regulating the disclosure of **confidential personal information**.

"HIPAA" Proceeding means an administrative proceeding, including a complaint, investigation or hearing instituted against **you** by the Department of Health and Human Services or its designee alleging a violation of responsibilities or duties imposed upon **you** under the Health Insurance Portability and Accountability Act ("HIPAA") or any rules or regulations promulgated thereunder, with respect to the management of **confidential health information** but solely to the extent that:

1. such proceeding is commenced during the **policy period**; and
2. reported to us within 60 days after **you** receive notice of such proceeding.

Section V. EXCLUSIONS is amended to add the following:

- Any fines and or penalties that **you** become legally obligated to pay as a result of **your** failure to comply with responsibilities or duties imposed upon **you** under the Health Insurance Portability and Accountability Act "HIPAA" or any rules or regulations promulgated thereunder.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.