



AMENDATORY ENDORSEMENT - ALASKA

It is hereby agreed that Common Policy Conditions are amended as follows:

1. Section VII. CONCEALMENT, MISREPRESENTATION, FRAUD is deleted in its entirety and replaced with the following:

VII. CONCEALMENT, MISREPRESENTATION, FRAUD

We will not provide coverage at any time in any case of fraud by **you** as it relates to this policy. We also do not provide coverage if **you** intentionally conceal or misrepresent a material fact concerning:

- A. this policy;
- B. any covered property or **your** interest in the covered property;
- C. this insurance; or
- D. any **claim** under this policy.

2. Section VIII. OTHER INSURANCE AND RISK TRANSFER ARRANGEMENTS is deleted in its entirety and replaced with the following:

VIII. AVAILABILITY OF OTHER COVERAGE

If there is any other insurance policy, self-insured retention, deductible, indemnification agreement, trust agreement, patient compensation fund or other fund or risk transfer arrangement of any sort ("other insurance"), provided by a third party, that applies to any amount payable under this Policy, we will share with that "other insurance" using the following methods:

1. If the "other insurance" permits contribution by equal shares, we will follow this method as well. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of liability or none of the loss remains, whichever comes first.
2. If the "other insurance" does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of liability to the total applicable limits of liability of all "other insurance".

In no event we will pay more than our limit of liability.

3. Section XIV. RIGHT TO CLAIM INFORMATION is deleted in its entirety and replaced with the following:

XIV. RIGHT TO CLAIM INFORMATION

Upon the written request of the **named insured**, we will provide the **named insured** with the following information relating to this and any preceding policy we have issued to the **named insured** during the previous three years:

- A. A list or other record of each **claim**, not previously reported to any other insurer, of which we were notified in accordance with these policy Conditions. We will include the date and brief description of the **claim** if that information was in the notice we received.
- B. A summary by policy year, of **claim** status and payments made, stated separately, for each Aggregate Limit of Liability shown on the **certificate of insurance**.



You must not disclose this information to any claimant or their representative without our written consent.

We compile **claim** information for our own business purposes and exercise reasonable care in doing so. In providing this information to the **named insured**, we and our program administrator make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on **your** behalf.

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.

Specimen