



6919B AMENDATORY ENDORSEMENT

This endorsement is a part of the policy. Except for the changes this endorsement makes, all other provisions of the policy remain the same and apply to this endorsement.

GENERAL TERMS

Item b. under **Our Right to Recover Our Payments** is changed to read:

- b. Under Medical Payments Coverage the following apply:

(1) **Subrogation**

If *we* are obligated under this policy to make payment to or for an *insured* or organization who has a legal right to collect from another *person* or organization, then *we* will be subrogated to that right to the extent of *our* payment. The *insured* or organization to or for whom *we* make payment must help *us* recover *our* payment by:

- (a) providing *us* written approval for *us* to recover *our* payment;
- (b) doing nothing to impair that legal right;
- (c) executing any documents *we* may need to assert that legal right; and
- (d) taking legal action through *our* representatives when *we* ask.

(2) **Reimbursement**

If *we* make payment under this policy and the *insured* or organization

to or for whom *we* make payment recovers or has recovered from another *person* or organization, then the *person* or organization to or for whom *we* make payment must:

- (a) provide *us* written approval for *us* to recover *our* payment;
- (b) hold in trust for *us* the proceeds of any recovery; and
- (c) reimburse *us* to the extent of *our* payment.

If the *insured's* attorney has assisted *us* in successfully obtaining recovery of *our* payment from the legally responsible party, then *our* right of recovery is subject to subtraction to account for the pro rata share of that *insured's* attorney fees incurred in assisting *us* in successfully obtaining recovery of *our* payment from the legally responsible party. In the event that *we* pursue *our* right to subrogate directly against such legally responsible party without assistance from the *insured's* attorney, *our* right of recovery is not subject to any subtraction to account for the *insured's* attorney fees and *we* are entitled to *our* full recovery.