THIS IS A CLAIMS-MADE COVERAGE FORM. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HEALTH CARE PROFESSIONAL COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

LIMITS OF INSURANCE:

$_____Each "Medical Incident"

$_____Aggregate

_____Retroactive Date

DESCRIPTION OF OPERATIONS:

INDIVIDUAL MEDICAL PROFESSIONAL COVERAGE SCHEDULE

INSURED	MEDICAL SPECIALTY	FULL/PART TIME	RETROACTIVE DATE	PREMIUM

(IF THE SCHEDULE ABOVE IS BLANK, THE INDIVIDUAL MEDICAL PROFESSIONAL COVERAGE PROVIDED BY THIS ENDORSEMENT DOES NOT APPLY)

Unless specifically stated in this Endorsement, all terms, conditions, exclusions, and definitions of the Commercial General Liability Coverage Form apply.

This is a Claims-made Coverage Form. Various provisions in this Coverage Form restrict coverage. Please read the entire policy carefully to determine rights, duties, and what is and what is not covered.

A. COVERAGE

The following is added to **Section I - Coverages:**

HEALTH CARE FACILITY PROFESSIONAL COVERAGE

1. Insuring Agreement

a. We will pay those sums which you become legally obligated to pay as "damages" arising out of a covered "medical incident" to which this insurance applies. We have the right and the duty to defend the insured against any "suit" seeking "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" for "bodily injury" or "property damage" to which this insurance does not apply.

We may, at our discretion, investigate any "medical incident" and settle any claim or "suit" that may result. We will cover any claim to which this coverage form applies first made against any insured and reported to us, in writing, during the policy period. But:

(1) The amount we will pay for "damages" is limited as described in **SECTION III - LIMITS OF INSURANCE**; and

(2) Our right and duty to defend end when the applicable limit of insurance has been exhausted by payment of judgments or settlements.

b. This insurance applies to a "medical incident" only if:

(1) The "medical incident" takes place in the "coverage territory" and the original claim or "suit" is brought within the "coverage territory";

(2) The "medical incident" did not occur before the Retroactive Date, if any, or after the end of the policy period;

(3) A claim for "damages" arising out of a "medical incident" is first made against the insured during the policy period shown in the Declarations or any Extended Discovery Period we provide under **E. EXTENDED DISCOVERY PERIODS.**

INDIVIDUAL MEDICAL PROFESSIONAL COVERAGE (Applicable only if the Individual Medical Professional Coverage Schedule is completed in its entirety)

1. Insuring Agreement

a. We will pay those sums which you become legally obligated to pay as "damages" arising out of a covered "medical incident" to which this insurance applies. We have the right and the duty to defend the insured against any "suit" seeking "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" for "bodily injury" or "property damage" to which this insurance does not apply. We may at our discretion, investigate any "medical incident" and settle any claim or "suit" that may result. We will cover any claim to which this coverage form applies first made against any insured and reported to us, in writing, during the policy period. But:

(1) The amount we will pay for "damages" is limited as described in **SECTION III - LIMITS OF INSURANCE**; and

(2) Our right and duty to defend end when the applicable limit of insurance has been exhausted by payment of judgments or settlements.

b. This insurance applies to a "medical incident" only if:

(1) The "medical incident" takes place in the "coverage territory" and the original claim or "suit" is brought within the "coverage territory";

(2) The "medical incident" did not occur before the Retroactive Date, if any, or after the end of the policy period;

(3) A claim for "damages" arising out of a "medical incident" is first made against the insured during the policy period shown in the Declarations or any Extended Discovery Period we provide under **E. EXTENDED DISCOVERY PERIODS.**

c. WHO IS AN INSURED (SECTION II) is amended to include as an insured each of the medical professionals listed by name in the **INDIVIDUAL MEDICAL PROFESSIONAL SCHEDULE**, but only when they:

(1) are your employees acting within the scope of their employment by you; or

(2) are your volunteers performing services specifically assigned by you.

However, they are not an insured for "bodily injury" or "property damage":

(1) To you or any other insured;

(2) To the spouse, child, parent, brother or sister of an insured as a consequence of paragraph **1.** above;

(3) For which there is an obligation to share "damages" with or repay someone else who must pay "damages" because of "bodily injury" or "property damage" described in paragraph **1.** or **2.** above.

B. EXCLUSIONS

The following exclusions are added as respects coverage provided by this endorsement only. This insurance does not apply to:

1. Liability assumed by the insured under any contract or agreement. This exclusion does not apply to:

a. "Damages" that are assumed by the insured in a written contract or agreement and arise out of "health care services" the insured provided subsequent to the execution of the contract or agreement, provided that the contractually assumed liability results solely from the negligence of the insured; or

b. "Damages" that the insured would have in the absence of the contract or agreement.

2. Loss sustained by any insured, by your job applicant or by any person who is employed by you (or who has been hired by you) at the time that the covered "medical incident" takes place;

3. Liability resulting from any actual, threatened, or alleged abuse, molestation or sexual conduct;

4. Liability arising out of any "medical incident" occurring while the insured is not validly licensed to practice as required by law, or if the "medical incident" involves the prescription or dispensing of controlled substances, while the insured is not validly licensed or registered to prescribe or dispense such substances as required by law;

5. Liability arising out of the furnishing or failure to furnish non-medical professional services, including but not limited to, professional services by an attorney, architect, engineer, accountant, real estate agent, real estate or investment manager.

6. "Injury" arising out of the activities of any insured as an owner, director, officer, board or committee member of a health care entity not listed on the Declarations. Health care entity includes, but is not limited to, the operation of any hospital, residential mental health institution, clinic with bed and board facilities, laboratory, sanitarium, or nursing home, or serving as a board or committee member on a formal accreditation, standards review or similar professional board or committee of any hospital, mental health institution, clinic with bed and board facilities, sanitarium, nursing home, laboratory, professional society, preferred provider organization, independent practice association or similar organization;

7. "Injury" arising out of willful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured;

8. Any dishonest, fraudulent or criminal act or omission of any insured;

9. "Personal and advertising injury" of any kind if the "personal and advertising injury" arises out of:
   a. The publication of material by an insured if the insured publishes the material knowing it is false; or
   b. The publication of information through any advertising, publishing, broadcasting or telecasting business which is owned or operated by you;

10. Liability arising out of unfair competition or violation of any anti-trust laws;

11. Liability arising out of an insured gaining any personal profit or advantage to which they are not legally entitled;

12. Fines or non-compensatory penalties, or for any exemplary or punitive "damages" awarded in any legal proceeding if the legal proceeding is based in whole or in part upon any professional activity;

13. Discrimination because of age, race, creed, color, sex, disability, national origin, marital status or sexual preference;

14. Any loss or claim caused by a person under the influence of intoxicants or narcotics;

15. Liability arising out of the infringement of any copyright, trademark or patent;

16. Any loss, claim or obligation based on or arising out of any Securities Act or the Employees Retirement Income and Security Act of 1974, or amendments or additions thereto;

17. "Damages" arising directly or indirectly from the insured's activities (volunteer or employed) as an officer or director of any organization, corporation, company or business other than which is covered on this policy;

18. "Injury" resulting from psychosurgery, including referral services for psychosurgery;

19. Nuclear projects, nuclear reaction, radiation or radioactive contamination or any consequences thereof, regardless of cause; and

20. "Bodily injury" and/or "property damage" which would not have occurred in whole or in part but for the actual, alleged or threatened contact with, exposure to, or inhalation, ingestion, absorption, discharge, dispersal, seepage, migration, release, escape, presence, growth or reproduction of bacteria, whether suddenly or over a long period of time, on or within a building or structure, including its contents. Any loss, cost, expense, fine or penalty arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposal of, or in any way responding to, or assessing the effects of bacteria, by any insured or by any person or entity.

    This exclusion applies regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such "bodily injury" or "property damage", loss, cost or expense.

C. LIMITS OF INSURANCE

The following is added as respects coverage provided by this Endorsement only:

1. The Each "Medical Incident" limit shown on this Endorsement is the most we will pay for all claims arising out of a "medical incident" to which this insurance applies. This limit is the most we will pay regardless of:

a. The number of persons or entities to whom this policy provides coverage;

b. The number of losses or related losses arising directly or indirectly out of one or more related acts, errors or omissions, decisions, "medical incidents", events or breaches of duty;

c. The number of persons acted upon, or who otherwise sustain "injury", "damage" or loss;

d. The number of claims made or suits brought, or the number of persons initiating such claims or "suits";

e. The number of "medical incidents", or other acts, errors or omissions, decisions, events or breaches of duty contributing to "injury", "damage" or loss; or

f. The extent or duration of the "medical incident" or the number of acts, errors or omissions, decisions, incidents, events or breaches of duty contributing to the "injury", "damage" or loss.

2. The Limits of Insurance provided by this Endorsement are not considered part of the Limit of Insurance provided by the Commercial General Liability Coverage Part.

3. This coverage does not apply to "bodily injury" or "property damage" arising out of any "medical incident" not resulting from a health care service.

4. No coverage is provided for Health Care Professional Coverage except as provided herein, under this Endorsement.

5. The Aggregate limit shown on this Endorsement is the most we will pay under this Endorsement for all "medical incidents" taking place during the policy period to which this additional coverage applies.

The limits of this Endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

The coverage provided by the Endorsement does not provide any duplication or overlap of coverage for the same claim or "suit". Two or more claims arising out of a single "medical incident" shall be treated as a single claim. All such claims, whenever made, shall be considered to be first made on the date on which the earliest claim arising out of such "medical incident" was first made. All such claims are subject to the same limit of liability. All claims arising out of one "medical incident" to the same person by one or more insured(s) shall be deemed to be one claim and to have been made at the time the first of those claims is made against any insured(s). If the circumstances of any claim or "suit" result in a "medical incident" and a "wrongful act", the maximum limit of insurance shall not exceed the highest applicable limit of insurance under any one coverage provided by the Health Care Professional Coverage Endorsement or the Miscellaneous Professional Liability Coverage Endorsement attached to this policy.

D. WHO IS AN INSURED

The following replaces items **2.a., b.** and **c., Section II - Who is an Insured** in the Commercial General Liability Coverage Form:

2. Each of the following is also an insured:

a. Your present and former "employees", other than your executive officers, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your organization;

b. Your present and former volunteers, but only for acts within the scope of their duties related to the conduct of your organization; and

c. Students in training, but only for acts within the scope of their duties related to the conduct of your organization.

However, no "employee", volunteer or student in training is an insured for:

a. "Damages" arising out of "injury" to you or to another "employee", volunteer or student in training while in the course of his or her employment or while performing duties related to the conduct of your organization;

b. To the spouse, child, parent, brother or sister of that "employee", volunteer or student in training as a consequence of Paragraph **a.** above;

c. For which there is any obligation to share "damages" with or repay someone else who must pay "damages" because of the "injury" described in Paragraphs **a.** or **b.** above;

d. "Damages" arising out of furnishing or failing to furnish non-medical professional services, including but not limited to: professional services by an attorney, architect, engineer, accountant, real estate agent, real estate or investment manager, or as a person responsible for the supervision of any of the above named professionals;

e. Damage to property owned, occupied by, rented to or loaned to you or any of your "employees", volunteers or students in training;

f. The following are not insureds, even if they are your "employees", managers, volunteers or students in training, unless they are included by written endorsement to this policy:

(1) Osteopathic or medical doctors, physicians and surgeons, and physician's assistants;

(2) Dentists, optometrists, chiropractors or podiatrists;

(3) Nurse midwives or nurse anesthetists.

The following is added to Paragraph **4., Section II - Who is an Insured** in the Commercial General Liability Coverage Form:

d. Health Care Professional Coverage does not apply to a "medical incident" that occurred before you acquired or formed the organization.

E. EXTENDED DISCOVERY PERIODS

1. We will provide one or more Extended Discovery Periods, as described below, if:

a. The policy to which this coverage attaches is canceled or nonrenewed or the coverage period provided by this coverage is deleted or not renewed.

b. We renew or replace this coverage with insurance that:

(1) Does not apply to "medical incidents" on a claims made basis; or

(2) Has terms that are less favorable to you; or

(3) Has a later retroactive date.

2. An Automatic Extended Discovery Period is provided without additional charge. This period starts with the end of the policy period and lasts for sixty days for all claims.

The Automatic Extended Discovery Period does not apply to claims that are covered under any subsequent insurance you purchase, or that would be covered but for the exhaustion of the amount of insurance applicable to such "claims".

3. An Optional Extended Discovery Period is available, but only by an Endorsement and for an extra charge. This optional period starts 60 days after the end of the policy period.

You will have 60 days from the date of termination, which means cancellation, nonrenewal or renewal subject to conditions, to request the Optional Extended Discovery Period. This request must be in writing.

The Optional Extended Discovery Period will not go into effect unless you pay any additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates that were in effect as of the inception date of this coverage. The additional premium will not exceed 200% of the annual premium for this coverage.

We will issue to you an Endorsement which shall set forth the terms, not inconsistent with this Section, applicable to the Optional Extended Discovery Period, including a provision to the effect that the insurance afforded for claims first received during such period is excess over any other valid and collectable insurance available under policies in force after the Optional Extended Discovery Period starts.

4. Extended Discovery Periods do not extend the scope or period of coverage provided by this coverage. They apply only to claims for "medical incidents" that occur before the end of the policy period.

Claims for such damages which are first received and recorded during the Automatic Extended Discovery Period (or during the Optional Extended Discovery Period, if it is in effect) will be deemed to have been made on the last day of the policy period.

Once in effect, Extended Discovery Periods may not be restricted or canceled.

5. Extended Discovery Periods do not reinstate or increase the Limits of Insurance applicable to any claim to which this coverage applies, except to the extent described in Paragraph **6.** of this Section.

6. If the Optional Extended Discovery Period is in effect, we will provide the separate aggregate Limit of Insurance described below, but only for claims first received and recorded during the Optional Extended Discovery Period.

The separate aggregate Limit of Insurance will be the dollar amount shown in the Schedule of this coverage in effect at the end of the policy period for Health Care Professional Coverage.

Section III - Limits of Insurance will be amended accordingly. The Each "Medical Incident" Limit shown in the Schedule will then continue to apply as set forth in Section **C.** above.

F. DEFINITIONS

The following definitions are added as respects this Endorsement only:

1. "Damages" means a monetary:

a. Judgment;

b. Award; or

c. Settlement

but does not include fines, sanctions, penalties, punitive or exemplary damages or the multiple portion of any damages. "Damages" also does not include claims or "suits" arising out of emotional distress or mental anguish alleged by anyone other than a client receiving services from the named insured.

2. "Health care services" means:

a. Medical, surgical, dental, nursing, or other health care services provided to other persons, including food or beverages in connection therewith;

b. Furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances;

c. Postmortem procedures, including autopsies or organ donation;

d. Actions of formal review boards or committees responsible for evaluating professional qualifications or performance including those responsible for communicating information to or carrying out directives of such boards or committees; or

e. Acts which you perform in good faith and in accordance with state or federal laws and regulations governing the reporting or other disclosures of inappropriate or improper conduct on the part of any health care professional.

3. "Injury" means "bodily injury", "property damage" or "personal and advertising injury".

4. "Medical Incident" means any actual or alleged negligent act, error or omission by the insured in the rendering of or failure to render "health care services".

Any act, error or omission or series of interrelated acts, errors or omissions shall be deemed one "medical incident" and shall be subject to the coverage and limits in effect at the time of the first act, error or omission.

5. "Wrongful Act" means any actual or alleged negligent act, error or omission in the actual rendering of professional services to others arising out of your operations, including the furnishing of food, beverages, medications or appliances in connection therewith. Any or all "wrongful acts" arising from interrelated or series of acts, errors or omissions shall be deemed to be one "wrongful act" taking place at the time of the earliest "wrongful act".