

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISCELLANEOUS PROFESSIONAL LIABILITY COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

LIMITS OF INSURANCE:

\$ _____ Each "Wrongful Act"

\$ _____ Aggregate

_____ Retroactive Date

DESCRIPTION OF OPERATIONS:

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

A. COVERAGE

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

MISCELLANEOUS PROFESSIONAL LIABILITY

1. We will pay all sums which you become legally obligated to pay as "damages" arising out of a covered "wrongful act" to which this insurance applies or "wrongful act(s)" of others for which you are liable. 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 "wrongful act" 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.
2. This insurance applies to a "wrongful act" only if:
 - a. The "wrongful act" takes place in the "coverage territory", and the original claim or "suit" is brought within the "coverage territory";

- b. The "wrongful act" did not occur before the Retroactive Date, if any, or after the end of the policy period;

- c. A claim for "damages" arising out of a "wrongful act" 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**.

B. EXCLUSIONS

The following exclusions are added as respects 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 liability:
 - a. For "damages" that are assumed by the insured in a written contract or agreement and arise out of professional 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. For "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 "wrongful act" takes place;
- 3. Liability resulting from any actual, threatened, or alleged abuse, molestation or sexual conduct;
- 4. Liability arising out of the prescription, utilization, furnishing or dispensing of drugs or medical, dental or nursing supplies or appliances, except as directed by a physician and in the normal practice of your operations;
- 5. Liability arising out of the furnishing or failure to furnish professional services by an attorney, architect, engineer, accountant, real estate agent, real estate or investment manager, physician, dentist, psychiatrist, anesthesiologist, nurse anesthetist, nurse practitioner, nurse midwife, x-ray therapist, radiologist, podiatrist, chiropractor, optometrist, acupuncturist, dental hygienist or veterinarian.

However, with respect to you and your "employees" only, this exclusion does not apply to services performed by a physician, dentist, psychiatrist, nurse practitioner or optometrist, provided that all of the following conditions are met:

- a. Such professional is not your "employee" or volunteer;
- b. You have current documentation of the credentials of such professional; and
- c. You can provide written evidence that at the time a claim is made, there is valid malpractice insurance covering such professional individually.
- 6. Liability arising out of commitment of any person to a psychiatric, nursing, hospital or mental health institution;
- 7. Liability resulting from an insured's acts, errors or omissions as a member of 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 or similar organization;
- 8. Liability arising out of the operation of any hospital, residential mental health institution, clinic with bed and board facilities, sanitarium, or nursing home;

- 9. Loss of any kind arising directly or indirectly out of the rendering of legal, medical, financial or other advice that is not usual to the normal activities of your operations;
- 10. "Injury" arising out of willful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured;
- 11. Any dishonest, fraudulent or criminal act or omission of any insured;
- 12. Loss of any kind on behalf of any "employee" or volunteer unless such person is authorized by you to engage in professional activities arising only out of operations covered by this policy. We will, however, cover the legal liability of you and your leaders in connection with unauthorized professional activities if such activities are otherwise covered by this Endorsement.
- 13. "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;
- 14. Liability arising out of unfair competition or violation of any antitrust laws;
- 15. Liability arising out of the inability or failure of the insured or others to collect or pay money;
- 16. Liability arising out of an insured gaining any personal profit or advantage to which they are not legally entitled;
- 17. Liability arising out of acts, errors or omissions of a managerial or administrative nature;
- 18. 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;
- 19. Discrimination because of age, race, creed, color, sex, disability, national origin, marital status or sexual preference;
- 20. Any loss or claim caused by a person under the influence of intoxicants or narcotics;
- 21. Liability arising out of the infringement of any copyright, trademark or patent;

22. 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;
23. "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;

5. The Aggregate limit shown on this Endorsement is the most we will pay under this Endorsement for all "wrongful acts" 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 "wrongful act" or a series of related "wrongful acts" 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 "wrongful act" was first made. All such claims are subject to the same limit of liability. All claims arising out of one "wrongful act" 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.

C. LIMITS OF INSURANCE

The following is added as respects this Endorsement only:

1. The Each "Wrongful Act" limit shown on this Endorsement is the most we will pay for all claims arising out of a "wrongful act" 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, 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 "wrongful acts", or other acts, errors or omissions, decisions, incidents, events or breaches of duty contributing to "injury", "damage" or loss; or
 - f. The extent or duration of the "wrongful act" 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 "wrongful act" not resulting from a professional service.
4. No coverage is provided for Miscellaneous Professional Liability except as provided herein, under this Endorsement.

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 "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 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 professional health care services as a physician or dentist, psychiatrist, anesthesiologist, nurse anesthetist, nurse practitioner, x-ray therapist, radiologist, optometrist, podiatrist, acupuncturist, dental hygienist, veterinarian or as a person responsible for the supervision of any of the above named professionals;
- e. "Damages" arising out of furnishing or failing to furnish professional services or advice as an attorney, accountant, architect, engineer, real estate agent, real estate or investment manager or as a person responsible for the supervision of any of the above named professionals;
- f. Damage to property owned, occupied by, rented to or loaned to you or any of your "employees", volunteers or students in training.

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

- d. Miscellaneous Professional Liability does not apply to a "wrongful act" 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 "wrongful acts" 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 "wrongful acts" 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 Miscellaneous Professional Liability Coverage.

Section III - Limits of Insurance will be amended accordingly. The Each "Wrongful Act" 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. Settlementbut 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. "Injury" means "bodily injury", "property damage" or "personal and advertising injury".

3. "Health care services" means:

- a. Medical, surgical, dental, nursing, or other health care services provided to other persons, including the furnishing of 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 donations,
- 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 and federal laws and regulations governing the reporting or other disclosures of inappropriate or improper conduct on the part of any health care professional.

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

Any act, error or omission or series of acts, errors or omissions shall be deemed one "medical incident" taking place 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 described in this Endorsement, 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".