**ENDORSEMENT**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# This endorsement, effective 12:01 a.m.

# Forms a part of Policy No.:

## AMENDATORY ENDORSEMENT

## VERMONT

This endorsement modifies insurance provided under the following:

HUMAN SERVICES PROFESSIONAL LIABILITY POLICY OCCURRENCE

HUMAN SERVICES PROFESSIONAL LIABILITY POLICY CLAIMS MADE

This policy is amended as follows:

1. Throughout this policy the term "spouse" is replaced by the following:

Spouse or party to a civil union recognized under Vermont law.

1. Subparagraph **i. Pollutants** of Paragraph **2. Exclusions of SECTION I – HUMAN SERVICES PROFESSIONAL LIABILITY COVERAGE** is deleted in its entirety.
2. SECTION IV – CONDITIONS is amended to include the following:

Statutory Liability

1. In addition to paying and satisfying judicial judgments rendered against the insured in consequence of claims to which this policy applies, we will protect the insured against the levy of executions issued on such judgments or claims against the insured.
2. We may, without the insured’s consent, continue litigation after a judgment has been rendered with respect to the insured’s legal liability under this policy for damages in a particular instance. In that event, no limitation of our liability will be valid where the matter of that litigation is concerned.
3. Any legal action against us to recover for loss under this policy must be brought within one year after amount of loss is finally established. The amount of loss can be established only by:
4. Judicial judgment; or
5. An agreement between the parties involved with our written consent.
6. In the event of the insured’s bankruptcy or insolvency, an injured person or claimant who has obtained a judgment against the insured may bring suit against us, provided:
7. The judgment was for damages covered by this policy; and
8. The suit is for damages in amounts no greater than the applicable limits of insurance of this policy.
9. Payment by the insured of any judicial judgment or claim for any of our liability under this policy will not deprive the insured of the right to bring action against us.
10. Subparagraph **a. Abuse or Molestation** of Paragraph **2. Exclusions of SECTION I – HUMAN SERVICES PROFESSIONAL LIABILITY COVERAGE** is deleted in its entirety and replaced with the following:

**a. Abuse or Molestation**

Any loss, cost, damage, or expense caused by, arising out of, or resulting, directly or indirectly, in whole or in part from sexual abuse or molestation, including, but not limited to, the following:

* + 1. actual or threatened sexual abuse or molestation of any person, committed by or alleged against any person, including, but not limited to, any insured, any “employee” of any insured, any “volunteer worker” of any insured, any “leased worker” or “temporary worker” working for any insured, any patron of any insured, any visitors, or any other person; or

**(2)** Any act or failure to act to suppress or prevent actual or threatened sexual abuse or molestation of any person, by any person in Paragraph **(1)** above;

and regardless of the theory of liability or cause of action alleged in the complaint or “claim” against the insured, including, but not limited to, vicarious liability, negligent employment, negligent investigation, negligent instruction, negligent supervision, negligent reporting to the proper authorities, or failure to so report, negligent retention, negligent hiring, negligent placement, and/or negligent training.

1. Paragraph **16. Two Or More Coverage Parts Or Policies Issued By Us of SECTION IV – CONDITIONS** is deleted in its entirety.

All other terms and conditions of the policy remain the same.

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Authorized Representative