# ENDORSEMENT

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

This endorsement, effective 12:01 a.m. forms a part of Policy No.

Issued to By

NEW HAMPSHIRE

# SCHOOL/INSTITUTE/SOCIETY LIABILITY COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following: PSYCHOANALYSTS PROFESSIONAL LIABILITY POLICY

1. Section **I. COVERAGES** is deleted in its entirety and replaced with the following:
   1. Professional Liability

**We** shall pay those amounts **you** are legally obligated to pay to compensate others for damages arising from an Insured’s **wrongful act** or that of another for whom **you** are legally responsible. The **wrongful act** must arise solely out of the performance of **your** professional services as a **psychoanalyst** or out of the performance of professional services for others in the Insured’s capacity as a Psychoanalytic School, Institute or Society. The **wrongful act** must take place within the Coverage Territory and during the **policy period**.

* 1. Premises Liability

**We** shall pay those amounts **you** are legally obligated to pay to compensate **your** patients and other persons **you** invite for damages sustained from **bodily injury** or **property damage** arising out of an **occurrence** on premises **you** principally use in **your** practice as a **psychoanalyst** or on premises principally used in the Insured’s activities as a Psychoanalytic School, Institute or Society. The **occurrence** must take place within the Coverage Territory and during the **policy period**.

1. Paragraphs D. and E. of Section **III. EXCLUSIONS** are deleted in their entirety and replaced with the following:
2. Arising from **wrongful acts** as a manager, administrator, director, officer or committee member of a **utilization review** panel or as a member of a formal accreditation or review board, professional society, licensing board or hospital committee;
3. Brought by any other person or organization covered under this policy. However, this exclusion does not apply to 1) any **claim** brought by or on behalf of a student; or 2) any intra-family or inter-spousal **claim** brought by or on behalf of an insured;
4. Section **III. EXCLUSIONS** is amended to include the following additional exclusion:

Arising from any medical, dental, x-ray, nursing service treatment, the furnishing of food or beverages in connection therewith, any cosmetic or tonsorial service, treatment or the furnishing of dental or surgical supplies or appliances, or the dispensing of drugs or medicines unless such dispensing of drugs or medicines is solely in conjunction with, and usual and customary to, the Insured’s activities as a Psychoanalytic School, Institute or Society.

1. The following paragraph is added to Section **IV. WHO IS AN INSURED**:

The directors, officers, trustees, board members, teachers, faculty, supervisory staff, lay people, volunteers and students of the Psychoanalytic School, Institute or Society listed as a Named Insured on the School/Institute/Society Declarations Page.

1. Section **VI. ADMINISTRATIVE HEARING PROVISION** is deleted in its entirety.
2. Paragraphs A., B., and I. of Section **VII. DEFINITIONS** A are deleted in their entirety.
3. Paragraph R. of Section **VII. DEFINITIONS** is deleted in its entirety and replaced with the following:

R. **Wrongful act** means any actual or alleged negligent act, error or omission in the performance of professional services as a **psychoanalyst** or in the performance of professional services for others in the Insured’s capacity as a Psychoanalytic School, Institute or Society. **Wrongful act** includes any actual or alleged **defamation**.

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

Authorized Representative