

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 A.M.,
Forms a part of Policy No.:

ADDITIONAL INSURED – TRAINERS, PHYSICAL THERAPISTS, EMERGENCY MEDICAL TECHNICIANS, NURSES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

I. Paragraph 2.a. of SECTION II - WHO IS AN INSURED is amended to:

Include as an insured any “employee” or “volunteer worker” who is a “trainer,” physical therapist, emergency medical technician or nurse, but only while acting on your behalf and within the scope of their duties as such.

For the purposes of this endorsement, a “trainer” is defined as anyone, who under the direction, advice and consent of his/her team physician carries out the practice of injury prevention and/or physical rehabilitation of injuries incurred by amateur athletes. There is no coverage provided for injuries incurred by professional athletes under this endorsement.

However, in no event shall the coverage provided by this endorsement apply to any loss based upon, arising out of or involving in any way:

- (a) “Bodily Injury” to you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to your “volunteer workers,” or to a fellow “employee” while in the course of his or her employment or performing duties related to the conduct of your business except for amateur athletes;
- (b) The performance of or failure to perform services which, according to ordinance or statute, can only be performed by a licensed medical practitioner, other than a licensed physical therapist, emergency medical technician or nurse;
- (c) Either undue familiarity, sexual abuse or licentious, immoral or sexual behavior intended to lead to, or culminating in any sexual act, whether caused by, or at the instigation of, or at the direction of, either known or unknown by any insured or the customers or patrons of the Named Insured; or
- (d) Acts or services performed by any insured who is not registered, licensed or certified to perform such acts or services, if such licensing, registration or certification is required by law or by any federal, state, or local governmental, regulatory, or administrative agency.

II. SECTION I - COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, subsection 1. Insuring Agreement, paragraph b. is amended to include the following:

We have no duty to make any payment on behalf of a “trainer,” physical therapist, emergency medical technician or nurse, in connection with a covered claim(s) unless and until \$1,000,000 each “occurrence” or each claim and \$2,000,000 in the aggregate is paid by or on behalf of that “trainer,” physical therapist, emergency medical technician or nurse toward the settlement of a covered claim(s) made against him or her or in satisfaction of a judgment for a covered claim(s) made against him or her.

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Defense costs paid by or on behalf of a “trainer,” physical therapist, emergency medical technician or nurse will not satisfy the \$1,000,000 payment that must be paid by or on behalf on that “trainer,” physical therapist, emergency medical technician or nurse toward the settlement of a covered claim(s) made against him or her or in satisfaction of a judgment for a covered claim(s) made against him or her.

III. SECTION I - COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, subsection **2. Exclusions**, paragraph **e.** does not apply to “bodily injury” to a fellow “employee” who is an amateur athlete performing duties related to the conduct of your business and which:

1. Arises out of an action or omission of a fellow “employee” who is a “trainer”; and
2. Arises out of the fellow “employee’s” employment or while performing the duties related to the conduct of your business.

IV. For the purposes of this endorsement only, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, subsection **4. Other Insurance**, paragraph **b. Excess Insurance** is deleted in its entirety and replaced by the following:

Excess of All Available Underlying Insurance

This insurance does not afford primary insurance to any “trainer,” physical therapist, emergency medical technician or nurse under any circumstances and is excess over any other available insurance, whether primary, excess, contingent or on any other basis, that provides coverage to the “trainer,” physical therapist, emergency medical technician or nurse regardless of whether that other insurance is provided under an occurrence or claims-made policy and regardless of the amount of other insurance available to the “trainer,” physical therapist, emergency medical technician or nurse. When this insurance is excess over any other insurance available to a “trainer,” physical therapist, emergency medical technician or nurse, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

If other insurance is available and no other insurer defends, or the “trainer,” physical therapist, emergency medical technician or nurse does not defend himself or herself, we may choose to do so, but we will be entitled to the “trainer’s,” physical therapist’s, emergency medical technician’s or nurse’s rights against all other insurers.

Where No Underlying Insurance Is Available

If no underlying insurance is available to a “trainer,” physical therapist, emergency medical technician or nurse” we will have the right, but not the duty to participate in the defense of the “trainer,” physical therapist, emergency medical technician or nurse if we choose to do so and at our sole discretion. Further, we may, at our discretion, investigate any “occurrence” and settle any claim or “suit” that may result.

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

Authorized Representative