

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

PROFESSIONAL LIABILITY COVERAGE FOR SPORTS OR FITNESS ACTIVITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A.** The following is added to **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, subsection **2. Exclusions**:

This insurance does not apply to any "bodily injury" or "property damage" covered under **COVERAGE - PROFESSIONAL LIABILITY FOR SPORTS OR FITNESS ACTIVITIES**.

- B.** The following is added to **SECTION I - COVERAGES, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY**, subsection **2. Exclusions**:

This insurance does not apply to any "personal and advertising injury" covered under **COVERAGE - PROFESSIONAL LIABILITY FOR SPORTS AND FITNESS ACTIVITIES**.

- C.** The following is added to **SECTION I - COVERAGES, COVERAGE C - MEDICAL PAYMENTS**, subsection **2. Exclusions**:

We will not pay expenses for "bodily injury" covered under **COVERAGE - PROFESSIONAL LIABILITY FOR SPORTS AND FITNESS ACTIVITIES**.

- D.** The following is added to **SECTION I - COVERAGES**:

COVERAGE - PROFESSIONAL LIABILITY FOR SPORT OR FITNESS ACTIVITIES

1. Insuring Agreement

- a.** We will pay those sums that the insured becomes legally obligated to pay as damages because of a "wrongful act" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages 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. 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 we have used up the applicable limit of insurance in the payment of judgments or settlements under **Coverage—Professional Liability For Sport Or Fitness Activities**.

No other obligations or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b.** This insurance applies only if:

(1) The "wrongful act" takes place within the "coverage territory" and during the policy period; and

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- (2) The “wrongful act” occurs during the course and scope of duties by or on behalf of the named insured.

2. Exclusions

This insurance does not apply to:

- a. “Bodily injury” and “property damage” that is excluded under **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, subsection 2. **Exclusions**, paragraphs **a., c., d., e., f., g., i., o. and q.**;
- b. Any liability arising out of advising, providing or selling any type of dietary supplements, diet plans, dieting information, weight reduction plans or information, or prescription medications, including but not limited to, herbs, dietary pills, energy supplements, or weight loss or gain substances;
- c. Any liability arising out of providing or failing to provide professional health care services;
- d. Any liability arising out of any intentionally wrongful, dishonest, fraudulent or criminal act committed by any insured;
- e. Any liability of others assumed by any insured under any contract or agreement;
- f. Any claim or “suit” arising out of: improper or inappropriate fees or charges for the insured’s services or membership; or any prepaid contract for Professional Services;
- g. Any non-compensatory amounts, including but not limited to, punitive, exemplary or multiplication of damages, fines, taxes or penalties, in whatever form assessed;
- h. Any claim or “suit” alleging or arising out of any actual or alleged false advertising, misrepresentation in advertising, antitrust, unfair competition, restraint of trade, unfair or deceptive business practices;
- i. Any liability caused by, resulting from, or arising out of, or in any way related to asbestos or lead;
- j. Any liability to:
 - (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person’s employment;
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
 - (2) The spouse, child, parent, brother or sister of that person as a consequence of “bodily injury” to that person at whom any of the employment-related practices described in paragraphs (a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
 - (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- k. “Bodily injury” or “property damage” arising from the maintenance of, or failure to maintain tangible property, including but not limited to any equipment pertaining or relating to the practice of a trainer, which is owned or occupied by, or rented to, or used by any Insured or is in any Insured’s care, custody or control, or as to which any Insured is exercising physical control;

- l. Any claim or "suit" arising out of 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;
 - m. Any claim or "suit" arising out of 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;
 - n. Any claim or "suit" by an Insured against another insured;
 - o. Any claim or "suit" based upon, arising out of or involving in any way, any "wrongful act" committed by any person while actually or allegedly under the influence of intoxicants or narcotics;
 - p. Any claim or "suit" based upon, arising out of or involving in any way the sale or furnishing of any food or beverage, whether in a cafeteria or otherwise;
 - q. Any claim or "suit" based upon, arising out of, involving in any way any actual or alleged violation any federal, state or local statute, common law, order or regulation, including, but not limited to any violations of any local, state, or federal usury, truth-in-lending or other consumer protection laws, statutes, orders, or regulations;
 - r. Any claim or "suit" based upon or arising out of actual or alleged commingling, or handling of funds, or inability or failure to pay, collect or safeguard funds;
 - s. Any claim or "suit" based upon or arising out of the bankruptcy, insolvency, or financial inability to pay any entity;
 - t. Any claim or "suit" brought by, in the right of or in the name of, or on behalf of any agent, independent contractor or subcontractor of any insured, including without limitation any employee of any agent, independent contractor or subcontractor of any insured; or
 - u. any claim or "suit" arising out of the alleged breach of any express or implied warranty or guarantee.
3. For purposes of this endorsement, the following replaces **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is replaced by:

SUPPLEMENTARY PAYMENTS PROFESSIONAL LIABILITY FOR SPORTS AND FITNESS ACTIVITIES

We will pay, with respect to any claim we investigate or settle or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- c. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- d. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the Limits of Insurance.

- E. For purposes of this endorsement, **SECTION II - WHO IS AN INSURED**, paragraph 2. is replaced by:

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SECTION II - WHO IS AN INSURED

1. You.
 2. Any of your "employees" while conducting "sports or fitness activities" on your behalf.
 3. Any of your partners, directors, officers, stockholders, or members, while acting within the scope of their duties.
- F. For purposes of this endorsement, paragraph 2. of **SECTION III - LIMITS OF INSURANCE** is replaced by:
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under **Coverage C**;
 - b. Damages under **Coverage A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - c. Damages under **Coverage B**; and
 - d. Damages under **COVERAGE—PROFESSIONAL LIABILITY FOR SPORTS AND FITNESS ACTIVITIES**.
- G. For purposes of this endorsement, the following is added to **SECTION III - LIMITS OF INSURANCE**:
Subject to F. 2. above, the Coverage - Professional Liability For Sports And Fitness Activities Limit of Insurance Per Wrongful Act limit shown in the Declarations is the most we will pay under Coverage - Professional Liability For Sports And Fitness Activities because of all damages arising out of any one "wrongful act."
- H. For purposes of this endorsement, the following are added to **SECTION V - DEFINITIONS**:
1. "Sports or fitness activities" means the instruction of, coaching of, officiating for, demonstration of, direction and advice related to the sport or fitness programs of the named insured.
 2. "Wrongful act" means any breach of duty, neglect, error, omission, misstatement, or misleading statement in the discharge of "sports or fitness activities." Any actual or alleged breach of duty, misleading statement arising out of the same or related facts, circumstances, situations, transactions or events shall be deemed as arising out of the same "wrongful act."

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

Authorized Representative

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