**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**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

1. Insurance does not apply to Professional Liability under the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** except as provided in this endorsement.
2. The following is added to **SECTION I – COVERAGES**:

**COVERAGE – PROFESSIONAL LIABILITY**

* 1. **Insuring Agreement**
     1. 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 for “wrongful acts” 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 ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under the Coverage provided by this endorsement.

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

b. This insurance applies only to those Coverage Options referenced on the Declarations Extension and displayed as included coverage on the Member Certificate.

c. This insurance applies only if:

(1) The “wrongful act” takes place at a specified location not otherwise excluded in accordance with paragraph 2.l. below and within the “coverage territory” and during the policy period; and

(2) The “wrongful act” occurs during the course and scope of duties or operations, not otherwise excluded in accordance with paragraph 2.l. below, by or on behalf of the named insured.

* 1. **Exclusions**

This insurance does not apply to:

a. “Bodily injury”, “property damage” and “personal and advertising injury”.

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, steroids, human growth hormones, 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 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, dues or charges for the insured’s services or membership.

g. Any non-compensatory amounts, including but not limited to, punitive, exemplary or multiplication of damages, fines, taxes or penalties, in whatever form assessed.

(1) Any injury, “damages” or loss which would not have occurred in whole or in part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of “pollutants” at any time; or

1. Any loss, cost or expense arising out of any:
   1. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of “pollutants”; or
   2. Claim or “suit” by or on behalf of a governmental authority for any damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of “pollutants.”

h. Any claim or “suit” that arises out of alleged violations of any law that prohibits the monopolization or unlawful restraint of trade, business or profession.

i. Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

j. Any liability caused by, resulting from, or arising out of or in any way related to asbestos or lead.

k. Any liability to:

* + - 1. A person arising out of any:
         1. Refusal to employ that person;
         2. Termination of that person’s employment; or
         3. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, supervision, training, 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.

l. Damages because of a “wrongful act” arising out of the operations described in the Schedule below, regardless of whether such operations are conducted by you or on your behalf or whether the operations are conducted for yourself or for others.

Unless a “location” is specified in the Schedule, this exclusion applies regardless of where such operations are conducted by you or on your behalf. If a specific “location” is designated in the Schedule below, this exclusion applies only to the described operations conducted at that “location.”

For the purpose of this endorsement, “location” means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, water way or right-of-way of a railroad.

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| Excluded Operations: |
| Excluded Locations: |

* 1. **SUPPLEMENTARY PAYMENTS - COVERAGE A AND COVERAGE B** is amended to also apply to the coverage provided in this endorsement..

**C.** The following replaces **SECTION II - WHO IS AN INSURED:**

**SECTION II - WHO IS AN INSURED**

* 1. If you are an individual, you.
  2. If you are an organization other than an individual, any individual conducting covered activities or operations on behalf of the named insured.

**D**. **SECTION III. LIMITS OF INSURANCE,** 2.d, and 2.e, are added:

**2.** The General Aggregate Limit is the most we will pay for the sum of

**d**. Damages under the Coverage provided by this endorsement..

**e**. Subject to this Paragraph 2. above, the Professional Liability Limit shown in the Declarations and Member Certificate is the most we will pay under the Coverage provided by this endorsement because of all damages arising out of any one “wrongful act”.

**E**. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, 4. Other Insurance is amended to apply to the Coverage provided by this endorsement also.

1. The following is added to **SECTION V – DEFINITIONS**:

“Wrongful act” means any negligent act, negligent error, negligent omission, or negligent breach of duty in the discharge of covered activities or operations of the named insured. Any negligent act, negligent error, negligent omission, or negligent breach of duty 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.

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