**ENDORSEMENT**

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

This endorsement, effective 12:01 A.M.,

Forms a part of Policy No.:

NURSES, EMERGENCY MEDICAL TECHNICIANS AND PARAMEDICS

PROFESSIONAL LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Form

1. Subparagraph **2.a.** of **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced with the following:
   1. Each of the following is also an insured:
      1. Your “volunteer workers” only while performing duties related to the conduct of your business, or your "employees", other than your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or “volunteer workers” are insureds for:
         1. "Bodily injury" or "personal and advertising injury":
            1. 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 a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other “volunteer workers” while performing duties related to the conduct of your business, except if covered in **(2)(d)** below;
            2. To the spouse, child, parent, brother or sister of that co-"employee" or “volunteer worker” as a consequence of Paragraph **(1)(a)** above; or
            3. For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above.
            4. Arising out of his or her providing or failing to provide professional health care services.

However, your “employees” or your “volunteer workers” are insureds for “bodily injury” or “personal and advertising injury” arising out of professional healthcare services when:

1. An "employee" or “volunteer worker” is a registered or licensed practical nurse while employed as such by your school department or board of health;
2. An emergency medical technician, including a police officer or fire fighter who is an emergency medical technician, or a paramedic, including an EMT-paramedic renders emergency first aid or transportation to an injured person or to a person incapacitated by illness; or
3. An ambulance operator or attendant or emergency dispatcher acts or neglects to act based upon advice, consultation or orders by remote communication.
   * + 1. "Property damage" to property:
          1. Owned, occupied or used by,
          2. Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", ”volunteer workers”, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

1. The following is added to **SECTION III – LIMITS OF INSURANCE:**
2. Payments made as damages covered by this endorsement are included within and shall not increase the Each Occurrence Limit of Insurance or the General Aggregate Limit of Insurance of the Policy. The following is added to Subparagraph **(1)(a)** of Subparagraph **b. Excess Insurance** of Paragraph **4. Other Insurance** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

**(v)**That is general or professional liability insurance insuring your registered or licensed practical nurse, except for insurance written specifically to apply in excess of this insurance.

1. With respect to coverage provided under this endorsement, the definition of "occurrence" in **SECTION V - DEFINITIONS** is amended to include any act, error, or omission in providing or failing to provide professional health care services. All related acts, errors, or omissions in providing or failing to provide professional health care services to any one person will be considered one "occurrence".

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Representative