

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

INCIDENTAL MEDICAL MALPRACTICE

This Endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to coverage provided by this Endorsement, the provisions of the Coverage Part apply unless modified by this Endorsement.

SCHEDULE

Additional Professional(s):

(If no entry appears above, information required to complete this Endorsement will be shown in the Endorsement Schedule of the Declarations as applicable to this Endorsement.)

1. SECTION I – COVERAGES; COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY; Paragraph 1. Insuring Agreement on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM and the COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM are amended to include the following:
“Bodily injury” arising out of the rendering or failure to render any of the following will be deemed to be caused by an “occurrence”:
 - a. “Incidental medical malpractice services”
 - b. First aid; or
 - c. “Good Samaritan services”.

Any exclusion in this Coverage Part for “bodily injury” arising out of the rendering or failure to render professional health care services does not apply but only to the extent that coverage is provided by this Endorsement.

2. The following exclusions are added to SECTION I – COVERAGES; COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY; Paragraph 2. Exclusions on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM and on the COMMERCIAL LIABILITY UMBRELLA LIABILITY COVERAGE FORM:
 - a. The insurance provided by this Endorsement does not apply if:
 - (1) An endorsement is attached to this Policy that specifically provides liability coverage for paramedics, emergency medical technicians, registered nurses, licensed practical nurses, nursing assistants or other professional designated in the Schedule of this Endorsement; or
 - (2) You are in the business or occupation of providing any “incidental medical malpractice services”, first aid or “Good Samaritan services”.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” involved:

 - (a) The rendering of or the failure to render any professional services by or for you; or
 - (b) Any act, error or omission with respect to any professional services by or for you.
 - b. The insurance provided by this endorsement does not apply to “bodily injury” caused by the willful violation of a penal statute or ordinance relating to the sale, distribution or dispensing of pharmaceuticals by or with the knowledge or consent of any insured.

3. WHO IS AN INSURED MODIFIED

- a. SECTION II – WHO IS AN INSURED; Paragraph 2.a.(1)(d) on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM is deleted and replaced by the following:

(d) Arising out of his or her providing or failing to provide professional health care services. However, this does not apply to “bodily injury” arising out of:

- i. “Incidental medical malpractice services” by any paramedic, emergency medical technician, registered nurse, licensed practical nurse or nursing assistant that are your “employees” or “volunteer workers”;
- ii. “Incidental medical malpractice services” by any other additional professional(s) that are your “employees” or “volunteer workers”, but only if designated in the Schedule of this Endorsement;
or
- iii. First aid or “Good Samaritan services” by any of your “employees” or “volunteer workers” who are not a physician.

- b. SECTION II – WHO IS AN INSURED; Paragraph 1.b.(1)(a) on the COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM is amended by adding the following item:

(iv) Arising out of his or her providing or failing to provide professional health care services. However, this does not apply to “bodily injury” arising out of:

- a) “Incidental medical malpractice services” by any paramedic, emergency medical technician, registered nurse, licensed practical nurse or nursing assistant that are your “employees” or “volunteer workers”;
- b) “Incident medical malpractice services” by any other additional professional(s) that are your “employees” or “volunteer workers”, but only if designated in the Schedule of this Endorsement;
or
- c.) First aid or “Good Samaritan services” by any of your “employees” or “volunteer workers” who are not a physician.

4. SECTION III – LIMITS OF INSURANCE; Paragraph 5. on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM and SECTION III – LIMITS OF INSURANCE; Paragraph 3. on the COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM are amended to add the following:

Any continuous, repeated or related acts or omissions will be deemed a single “occurrence” and shall be subject to the limits in effect at the time of the first incident. This insurance applies only if the first act or omission occurs during the policy period.

5. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS; 4. Other Insurance; Paragraph b. is amended to add the following:

The insurance provided by this Endorsement shall be excess over any other valid and collectible insurance available to any insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

6. SECTION V – DEFINITIONS on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM and the COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM are amended to add the following:

- a. “Good Samaritan services” means medical services rendered at the scene of an emergency for which no remuneration is demanded or received.
- b. “Incidental medical malpractice services” means:
 - (1) Medical, surgical, dental, laboratory, x-ray, nursing or similar human health service, treatment, advice or instruction, or the related furnishing of food or beverages; or
 - (2) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

All other terms and conditions of this policy not in conflict with the terms and conditions of this Endorsement shall continue to apply.