

Non-Professional Liability Insurance - Designated Premises  
(Hospital Professional Liability Insurance)

FMMJUA

This endorsement forms a part of Policy No \_\_\_\_\_  
issued by the company designated therein, and takes effect as of the  
effective date of said policy unless another effective date is stated  
herein.

Effective date \_\_\_\_\_ 12:01 A.M. standard time  
at the address of the named insured as stated herein.

Named Insured and Address

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Designation of Premises

All premises included under the professional liability coverages as stated herein.

The company, in consideration of the payment of the premium and subject to all the provisions of the policy not expressly modified herein, agrees with the named insured as follows:

1. The following Coverage is added to Provision I of the policy:

Coverage NPH - Non-Professional Liability

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury or property damage, to which the insurance afforded by this endorsement applies, sustained by a patient and caused by an occurrence which arises out of the ownership, maintenance or use of the insured premises and any operations necessary or incidental thereto.

The company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Additional Exclusions

When used in reference to the insurance under this endorsement this insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract;
- (b) to property damage to property, other than personal property of a patient, in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;
- (c) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing;
- (d) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
  - (1) any automobile or aircraft owned or operated by or rented or loaned to any insured, or
  - (2) any other automobile or aircraft operated by any person in the course of his employment by any insured;but this exclusion does not apply to the parking of an automobile on the insured premises, if such automobile is not owned by or rented or loaned to any insured;
- (e) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- (f) to bodily injury or property damage with respect to which coverage would apply except for exhaustion of the applicable limits of liability;
- (g) to bodily injury or property damage for which coverage is otherwise provided under the policy of which this endorsement forms a part.

2. The "Limits of Liability" provision of the policy is replaced by the following:

III. Limits of Liability

Regardless of the number of (1) insureds under this policy, (2) patients who sustain bodily injury or property damage, (3) claims made or suits brought under Coverage PH or Coverage NPH, the company's liability under the policy, including this endorsement, is limited as follows:

(a) Coverage PH - Hospital Professional Liability

The limit of liability stated in the declarations as applicable to "each medical incident" is the limit of the company's liability under this Coverage for all damages because of each claim or suit covered hereby.

(b) Coverage NPH - Non-Professional Liability

The amount stated in the declarations as the limit of liability applicable to "each medical incident" for Coverage PH - Hospital Professional Liability is the limit of the company's liability under Coverage NPH for all damages because of each claim or suit for all bodily injury and property damage as the result of any one occurrence to which the insurance under this endorsement applies. All bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

(c) Aggregate Limit - Coverage PH and NPH Combined

The amount stated in the declarations as the "aggregate" limit of liability for Coverage PH - Hospital Professional Liability is, subject to the above provisions respecting "each medical incident", the total combined limit of the company's liability for all damages under Coverage PH and NPH.

3. Additional Definitions

When used in reference to the insurance under this endorsement:

"automobile" means a land motor vehicle, trailer or semi-trailer whether or not designed for travel on public roads (including any machinery or apparatus attached thereto);

"bodily injury" means bodily injury, sickness or disease sustained by a patient during the policy period, including death at any time resulting therefrom;

"incidental contract" means any written (1) lease of premises, (2) easement agreement (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement or (5) elevator maintenance agreement;

"insured premises" means the premises designated in this endorsement and includes the ways immediately adjoining such premises on land;

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in bodily injury or property damage to a patient neither expected nor intended from the standpoint of the insured;

"patient" means a natural person who seeks a form of medical care provided by the named insured either on an inpatient, outpatient or emergency basis;

"property damage" means (1) physical injury to or destruction of tangible property of a patient which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property of a patient which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized representative of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized representative of the company shall constitute valid countersignature of this endorsement.

Countersigned by Stuart Mitchel  
(Authorized Representative)