



# NONPROFIT AND HUMAN SERVICES GENERAL LIABILITY ENDORSEMENT

**THIS DOCUMENT IS AN ENDORSEMENT THAT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**A. SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is amended as follows:

1. Exclusion **a. Expected or Intended Injury** is deleted and replaced with:
  - a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.
2. Paragraph **(2)** under Exclusion **g. Aircraft, Auto or Watercraft** is deleted and replaced with:
  - (2) A watercraft that you do not own that is not being used to carry persons or property for a charge. This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to any insured whether primary, excess, or contingent.
3. Paragraph **(1)** under Exclusion **j. Damage To Property** is deleted and replaced with:
  - (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your "client", in such case we will provide coverage for such "property damage" for which you are legally obligated to pay up to a \$50,000 limit per "occurrence". This limit is the only limit of insurance for such "property damage" and will not be combined with the Each Occurrence Limit set for this in **Section III – Limits of Insurance** and will be included within and not in addition to the Each Occurrence Limit. Any and all damages paid under the terms and condition of this provision will further be applied against and will reduce the Aggregate Limit of Insurance shown on the Declarations page, and as provided in the Commercial General Liability Coverage Form in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Form that are also subject to the Aggregate Limit. As used in this coverage extension, "client" means a person under your direct care and supervision, for whom you are providing goods or services.
4. The following is added to Paragraph **(2)** under Exclusion **b. Contractual Liability**:

We agree to indemnify the Named Insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their "client", up to \$50,000 per "occurrence". This limit of insurance is the only limit of insurance for your liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of your "client" whether or not such contract qualifies as an "insured contract". This limit will not be combined with the Each Occurrence Limit set forth in **Section III – Limits of Insurance** and is included within and not in addition to the Each Occurrence Limit. This coverage extension only applies to rental lease agreements. This coverage is excess over any liability insurance available to the "client", including but not limited to renter's insurance of the "client".

Any and all damages paid under the terms and conditions of this provision will further be applied against and will reduce the Aggregate Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Form in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Form that are also subject to the Aggregate Limit.

As used in this coverage extension, "client" means a person under your direct care and supervision, for whom you are providing goods or services.

5. The following is added to Exclusion **n. Recall Of Products, Work Or Impaired Property**:

This exclusion does not apply to the reimbursement of "product recall expenses" as provided under Paragraph 3. of **SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**.

6. The last Paragraph of Subsection **2. Exclusions** is deleted and replaced with:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III – Limits of Insurance**.

**B. SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions** is amended as follows:

1. The following is added to Exclusion **j. Insureds In Media And Internet Type Businesses**:

This exclusion does not apply to publishing, broadcasting or telecasting that is incidental to your business.

**C. SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS** is amended as follows:

1. Subsection **1. Insuring Agreement**, Paragraph **a.(3)(b)** is deleted and replaced with:

**(b)** The expenses are incurred and reported to us within three years of the date of the accident; and

2. Subsection **2. Exclusions**, is amended as follows:

**a.** Exclusion **a. Any Insured** is deleted and replaced with:

**a. Any Insured**

To any insured, except "volunteer workers" or an insured as provided in **e. Athletic Activities** below.

**b.** Exclusion **e. Athletics Activities** is deleted and replaced with:

**e. Athletics Activities**

To a person injured while practicing or participating in any physical exercises or games, sports or athletic contests. This exclusion shall not apply to an insured while providing instruction with respect to any of the activities otherwise excluded by this provision.

**c.** Exclusion **f. Products-Completed Operations Hazard** is deleted and replaced with:

**f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

This exclusion does not apply to "bodily injury" arising out of "your products":

**(1)** Sold for use or consumption on your premises; or

**(2)** In connection with the conduct of your operations by you or on your behalf, if the "bodily injury" occurs after you have relinquished possession of "your products".

This exclusion exception does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

**D. SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

**1. 1. b.** is deleted and replaced with:

- b.** Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**2. 1. d.** is deleted and replaced with:

- d.** All reasonable expenses incurred by the insured at our request to assist us in the "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

**3. 1. h.** is added:

- h.** Up to \$1,000 for "property damage" to personal property of others while in the temporary care, custody or control of an insured and caused by any person participating in your organized activities. For purposes of this supplementary payment, "property damage" does not include disappearance, wrongful abstraction or loss of use. This Supplementary Payment shall only be paid on or for the account of the owner and only when other coverage or insurance is unavailable.

**4. 1. i.** is added:

- i.** The cost to replace keys and locks at the "client's" premises due to loss to keys entrusted to you by your "client", up to a \$10,000 limit per occurrence and \$10,000 policy aggregate. We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or anyone to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons. The following terms, when used in this Supplementary Payment, are defined as follows:

- (1)** "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

- (2)** "Employee" means:

- (a)** Any natural person:

- (i)** While in your service or for 30 days after termination of service;
- (ii)** Who you compensate directly by salary, wages or commissions; and
- (iii)** Who you have the right to direct and control while performing services for you; or

- (b)** Any natural person who is furnished temporarily to you:

- (i)** To substitute for a permanent "employee" as defined in Paragraph **(a)** above, who is on leave; or
- (ii)** To meet seasonal or short-term workload conditions while that person is subject to your direction and control and performing services for you.

"Employee" does not mean:

- (c)** Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
- (d)** Any "manager", director or trustee except while performing acts coming within the scope of the usual duties of an "employee".

(3) "Manager" means a person serving in a directorial capacity for a limited liability company.

5. Paragraph 3. is added.

3. We will reimburse you for "product recall expenses" that you incur because of a "product recall" of "your product" that is first initiated during the policy period stated in the Declarations. The most we will reimburse you for the sum of all "product recall expenses" incurred for all "product recalls" initiated during the policy period is \$50,000.

A complete accounting of "product recall expenses" must be provided upon our request, including receipts for all expenses that you incur. We will reimburse "product recall expenses" only if the expenses are incurred and reported to us within one year of the date the "product recall" was initiated.

Our obligation under this additional supplementary payment shall only apply if the "product recall expenses" are initiated in the "coverage territory" during the policy period because:

- a. You determine that the "product recall" is necessary; or
- b. An authorized government entity has ordered you to conduct a "product recall".

However, this additional supplementary payment does not apply to "product recall expenses" arising out of the product expiration or shelf life, a defect known by you prior to the time "your product" leaves your control or possession, or the defense of a claim or "suit" against you for liability arising out of a "product recall".

This payment will not reduce the limits of insurance.

#### E. Additional Exclusions

The following exclusions are added to Subsection 2. **Exclusions** under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions** under **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING**

**INJURY LIABILITY** and Subsection 2. **Exclusions** under **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**:

This insurance does not apply to:

##### 1. Special Events Or Fundraising Events

"Bodily injury", "property damage" or "personal or advertising injury" arising directly or indirectly out of fundraising events or activities or "special events" or activities:

- a. Authorized and conducted by any insured;
- b. Authorized by you and conducted on your behalf by others, including but not limited to an "employee", "temporary worker", "volunteer worker", member, trustee, director, licensee, subcontractor, independent contractor, or vendor.
- c. Not authorized by you and conducted on your behalf by others, including but not limited to an "employee", "temporary worker", "volunteer worker", member, trustee, director, licensee, subcontractor, independent contractor, or vendor.

We have no obligation to defend, pay on behalf of, indemnity or incur any cost or expenses for any insured or any other person or organization seeking coverage under this insurance for that portion of any claim arising out of any fundraising event or activity or "special event" or activity.

This exclusion does not apply to any fundraising event or activity or "special event" or activity for which coverage is provided by an attached endorsement.

##### 2. Medical Or Healthcare Services

Any claim or "suit" arising out of the rendering of or failure to render "medical or healthcare services".

### **3. Medically Derived Injury**

Any claim or "suit" arising out of a "medically derived injury"

### **4. Violation Of Any Statute Or Regulation**

Any liability arising out of the willful or intentional violation of any statute or regulation including but not limited to the fines and penalties assessed by a court or regulatory authority.

### **5. Misconduct, Molestation Or Harassment**

Any "bodily injury", "personal and advertising injury", mental or emotional pain or anguish, or any defamation or slander, sustained by any person arising out of or resulting from any actual or alleged act of "abuse", "sexual misconduct or sexual molestation" or "sexual harassment" of any kind. We have no right or duty to investigate, settle, defend or pay any claim or "suit" asserting any act of "abuse", "sexual misconduct or sexual molestation", "sexual harassment" or any breach of duty contributing to or arising from such act.

### **6. Professional Services**

Any liability arising out of any act or omission in the providing of or failure to provide "professional services".

### **7. Statutory Enforcement**

Any liability or responsibility to meet the requirements or standards of care enforced by any department of human services, department of elder care or similar regulatory body, regardless of the law or statutory basis of such enforcement.

### **8. Guaranteeing Results**

Including but not limited to any contract or agreement guaranteeing the results of any "professional services" or any type or form of counseling or any type or form of medical, dental, physiological, psychological, addiction, behavioral, chiropractic, holistic, or any other similar treatment.

### **9. Abuse**

Any claim or "suit" arising out of "abuse".

## **F. SECTION II – WHO IS AN INSURED is amended as follows:**

### **1. Paragraph 3. is amended as follows:**

#### **a. Paragraph 3.a. is replaced with:**

- a.** Coverage under this provision is afforded only until the end of the policy period during which you acquired or formed the organization.

#### **b. Paragraph 3.d. is added:**

- d.** Coverage under this provision is afforded only when the newly acquired or formed organization operates or conducts the same or similar business as you.

### **2. The following is also an insured:**

Broadened Named Insured – Any organization and subsidiary thereof which you control and actively manage whether through ownership of voting securities, by contract, or otherwise, on the effective date of this policy. However, coverage does not apply to any organization or subsidiary not named in the Declarations as a Named Insured, if they are also insured under another similar policy, or would have been insured but for such policy's termination or the exhaustion of its limits of insurance.

3. Each of the following is also an additional insured when you have agreed, in a written contract, that such person or organization be added as an additional insured on your policy, provided the written contract is initiated prior to an "occurrence" resulting in damages:

**a. Engineers, Architects Or Surveyors**

Any architect, engineer or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in connection with your premises or in the performance of your ongoing operations.

However, the insurance provided to such additional insured engineers, architects, or surveyors does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

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" or "property damage" or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

**b. Owners Of Leased Land**

Any person or organization from whom you lease land but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.

However, the insurance afforded to these additional insured owners of leased land does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured.

**c. State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations**

Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**d. Contractual Obligations**

Any person or organization where required by a written contract executed prior to the "occurrence". Such person or organization is an additional insured for "bodily injury", "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the Named Insured.

**e. Manager Or Lessor Of Premises**

Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

**f. Lessor Of Leased Equipment – Automatic Status When Required In Lease Agreement With You**

Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

With respect to the insurance afforded to these additional insureds:

- (1) A person's or organization's status as an additional insured ends when their contract or agreement with you for such leased equipment ends; and
- (2) This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**g. Vendors**

Any person or organization but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business .

The insurance afforded the vendor does not apply to:

- (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (2) Any express warranty unauthorized by you;
- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or



**(8)** "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

**(a)** The exceptions contained in Subparagraphs **(4)** or **(6)**; or

**(b)** Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

#### **h. Funding Source**

Any person or organization with respect to their liability arising out of:

**(1)** Their financial control of you, or

**(2)** Premises they own, maintain or control while you lease or occupy those premises. This insurance does not apply to:

**(a)** Any "occurrence" or offense which takes place after you cease to lease or occupy those premises; or

**(b)** Structural alterations, new construction and demolition operations performed by or for that person or organization.

#### **i. State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises**

Any state or governmental agency or subdivision or political subdivision but only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

**(1)** The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures;

**(2)** The construction, erection, or removal of elevators; or

**(3)** The ownership, maintenance, or use of any elevators covered by this insurance.

However,

**(1)** A person or organization is an additional insured under this provision only for that period of time required by the written contract;

**(2)** No such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and attached to the Commercial General Liability Coverage Form;

**(3)** The insurance afforded to such additional insured only applies to the extent permitted by law; and

**(4)** The insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**j. Medical Directors and Administrators**

Your medical directors and administrators but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish "professional services" or "medical or healthcare services" as a physician or psychiatrist in the treatment of a patient.

**k. Home Care Providers**

At the first Named Insured's option, any person or organization under your direct supervision and control while providing on your behalf private home respite or foster home care for the developmentally disabled. Such duties do not include the furnishing or failure to furnish "professional services" or "medical or healthcare services" in the treatment of a patient.

4. With respect to the insurance afforded to these additional insureds, identified in Paragraph **F.3.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the lesser of:

- a. The limit of insurance required by the contract or agreement; or
- b. The amount of coverage available under the applicable Limits of Insurance shown in the Declarations;

This provision shall not increase the applicable Limits of Insurance shown in the Declarations.

**G. SECTION III - LIMITS OF INSURANCE** is amended as follows:

1. Paragraph **1.** is deleted and replaced with:

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought;
  - c. Persons or organizations making claims or bringing "suits" or
  - d. Policies involved.

2. Paragraph **6.** is deleted and replaced with:

- 6. Subject to Paragraph **5.** above, the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to or temporarily occupied by you with permission of the owner, is the higher of \$1,000,000 or the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

However, if damage by fire to premises rented to you is not otherwise excluded, the word fire in the above paragraph is replaced with fire, lightning, explosion, smoke or sprinkler leakage.

3. The following is added to **SECTION III – LIMITS OF INSURANCE**:

- a. If two or more policies or Coverages issued by us apply to the same insured and these policies or Coverages also apply to the same claim or "suit" the maximum amount we will pay as damages under all of the policies or Coverages will not exceed the highest applicable Limit of Insurance that applies to any one of the policies or Coverages.

This condition does not apply to any insurance that was purchased specifically to apply in excess of the applicable Limits of Insurance shown in the Declarations.

**H. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

1. Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**, Subsection **(1)(a)(ii)** is replaced with the following if damage to premises rented to you is not otherwise excluded:
  - ii. That is fire, lightning, explosion, smoke or sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner.
2. Subsection **8. Transfer Of Rights Of Recovery Against Others To Us** is amended to include:

However, the insured may waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.
3. The following condition is added:

**10. Liberalization**

If we revise this NONPROFIT AND HUMAN SERVICES GENERAL LIABILITY ENDORSEMENT to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. The following condition is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance;
- (2) This insurance is required by a written and executed contract to be primary and not to seek contribution from any other insurance available to the additional insured, but only as it pertains to such written contract; and
- (3) The loss to be covered occurs on or after the effective date of the written contract.

**I. SECTION V – DEFINITIONS** is amended as follows:

1. Subsection **3. "Bodily injury"** is deleted and replaced with the following:
  3. "Bodily injury" means physical injury, sickness, or disease sustained by a person, including death of a person resulting from any of these. "Bodily injury" also means mental injury, mental anguish, humiliation, or shock sustained by a person, if directly resulting from physical injury, sickness, or disease sustained by that person.
2. Subsection **4. "Coverage territory"** is deleted and replaced by the following:
  4. "Coverage territory" means anywhere in the world provided that the claim is made, and any "suit" that may arise therefrom is filed, within the United States of America (including its territories and possessions), Puerto Rico or Canada, unless further restricted by endorsement.
3. Paragraph **9. "Insured Contract"** subsection **a.** is replaced by the following:
  - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or sprinkler leakage to premises while retained to you or temporarily occupied by you with permission of the owners is not an "insured contract".

**4. Paragraph 14. "Personal and Advertising Injury" is amended as follows:**

**a. Subsection b. is deleted and replaced with the following:**

**b. Malicious prosecution or abuse of process;**

**b. Subsection h. is added.**

**h. "Personal and advertising injury" also means injury, including consequential "bodily injury", arising out of discrimination based on race, color, religion, sex, age or national origin, except when:**

**(1) Done intentionally by or at the direction of, or with the knowledge or consent of:**

**(a) Any insured; or**

**(b) Any executive officer, director, stockholder, partner or member of the insured; or**

**(2) Directly or indirectly related to the employment, former or prospective employment, termination of employment, demotion, failure to promote or application for employment of any person or persons by an insured; or**

**(3) Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or**

**(4) Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.**

This coverage does not apply to fines or penalties imposed because of discrimination.

**5. For the purpose of this endorsement, the following definitions are added to Section V:**

**a. "Abuse" means any actual, threatened, or alleged act, error, omission, conduct or misconduct that a claim or "suit" alleges:**

**(1) To be, or to constitute, any form of "abuse" (including but not limited to elder "abuse", child "abuse", patient "abuse" or "abuse" of a dependent person) under any applicable state or federal statute; and**

**(2) Any non-sexual assault, non-sexual battery, or non-sexual "abuse" directed at a person; and**

Conduct or misconduct described above constitutes "abuse" regardless of whether or not it is alleged to be negligent, reckless, knowing, intentional, fraudulent, oppressive, malicious, or otherwise.

However, "abuse" does not include employment-related "sexual harassment".

**b. "Foster care services" means the provisions of personal care or training to a "foster child" including but is not limited to activities of any insured or of any "temporary worker", licensee, subcontractor, independent contractor, vendor or others in investigation, evaluation, counseling, treatment, training, material aid, supervision or monitoring of individuals or families, with respect to placement of a "foster child" as required by any Federal, State, or local code, regulation or ordinance.**

**c. "Foster child" means a child whose care and upbringing are entrusted to an adult other than the child's natural or adoptive parents.**

**d. "Medical or healthcare services" means any type of treatment or services provided for physical, mental, veterinary or dental care, including but not limited to:**

**(1) Any type or form of psychiatric counseling;**

- (2) Any type or form of medical, dental, physiological, psychological, addiction, behavioral, chiropractic, holistic, hospice, veterinary or any other similar treatment; or
  - (3) The operation of a hospital, clinic open to the general public, or other medical facility or laboratory; or
  - (4) The providing, prescription, dispensing, or using of drugs or medical appliances or devices.
- e. "Medically derived injury" means a physical, pathologic or psychiatric trauma resulting from "medical or healthcare services" provided by a "medical professional", including death resulting therefrom, to your care recipient. "Medically derived injury" includes an aggravation of a preexisting disease or mental disorder. "Medically derived injury" does not include "property damage", "personal and advertising injury", or any injury arising from "abuse", "sexual misconduct or sexual molestation" or "sexual harassment".
  - f. "Medical professional" means an anesthesiologist, chiropodist, chiropractor, dentist, medical technician, midwife, nurse anesthetist, nurse, optometrist, pharmacist, physician, podiatrist, psychiatrist, psychologist, surgeon, veterinarian, x-ray therapist, or any other individual who provides preventative, curative, or rehabilitative health care services, and is licensed where required by law.
  - g. "Product recall" means the recall or withdrawal of "your product" from the market or from use by any other person or organization because of a known or suspected defect in "your product" which has or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".
  - h. "Product recall expenses" mean those reasonable and necessary expenses paid and directly related to a "product recall".
  - i. "Professional services" means any service that:
    - (1) Involves specialized education, knowledge, labor, judgment, and skill, and is predominantly mental or intellectual (as opposed to physical or manual) in nature; and
    - (2) Is provided as part of the Named Insured's operations as a nonprofit or human services organization; and
    - (3) Subject to Paragraphs **a.** and **b.** above, "professional services" includes but is not limited to the following:
      - (a) Advice, guidance, or assistance;
      - (b) Counseling;
      - (c) "Social work";
      - (d) Therapy;
      - (e) Daycare;
      - (f) "Foster care services"; and
      - (g) Job training, job placement, job referral, or vocational services.

However, "professional services" does not include any of the following: "medical or healthcare services" or any person or organization acting in the capacity of a "medical professional", accountant, attorney, architect, engineer, real estate manager, immigration counselor, or investment manager.

- j. "Sexual harassment" means unwelcome sexual advances, requests for sexual favors, or other verbal, visual or physical conduct of a sexual nature when such conduct:
  - (1) Is linked implicitly or explicitly with a decision affecting a term or condition of any individual's employment;

- (2) Interferes with any individual's job performance;
  - (3) Creates an intimidating, hostile or offensive working environment for any individual; or
  - (4) Arises out of or is related to an unlawful employment practice as codified at 42 U.S.C. § 2000e, et seq., or any similar state, municipal or local code, regulation or ordinance.
- k. "Sexual misconduct or sexual molestation" means any activity which is sexual in nature (whether permitted or not permitted); and includes, but is not limited to: sexual assault, sexual battery, sexual relations, sexual acts, sexual activity, sexual handling, sexual massage, sexual exploitation, sexual exhibition, sexual stimulation, fondling, intimacy, exposure of sexual organs, lewd or lascivious behavior or indecent exposure, fornication, unauthorized touching, or the photographic, video or other reproduction of sexual activity.

However, "sexual misconduct or sexual molestation" does not include employment-related "sexual harassment".
- l. "Social work" means any activities or methods of any insured or your "employees", agents, representatives, "volunteer workers", "temporary workers", licensees, subcontractors, independent contractors, vendors or others providing social services, including but not limited to:
  - (1) Investigation, treatment, or material aid for the economically, physically, mentally, or socially disadvantaged, or anyone else; and
  - (2) Activities such as child welfare, community physical or mental health, adoption services, personal counseling services, recreational activities, temporary housing or shelters or other similar activities.
- m. "Special Event" means a sporting, cultural, business or other type of unique activity, in a certain place occurring during a limited or fixed interval of time (one-time, annual) and presented to a live audience brought together to watch or to participate. "Special events" include, but are not limited to, street fairs, music festivals, revenue generating or public relations activities, regardless of the location or relationship to the operations of any insured.