



PHYSICAL THERAPIST AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the:

**PROFESSIONAL LIABILITY COVERAGE PART
GENERAL LIABILITY COVERAGE PART
WORKPLACE LIABILITY COVERAGE PART**

In consideration of the premium, solely for the purpose of the coverage provided by this endorsement, the policy is amended as follows:

I. DEFINITIONS

- A. Section III, Coverage Part Definitions of the Professional Liability Coverage Part, and Section II, Coverage Part Definitions of the General Liability Coverage Part or Section III, Coverage Part Definitions of the Workplace Liability Coverage Part, as applicable, are amended to add the following new definition:

Fitness services means rendering or the failure to render any service, treatment, advice, or instruction relating to physical fitness, including but not limited to services or advice in connection with diet, cardiovascular fitness, body building or physical training programs.

- B. Section III, Coverage Part Definitions of the Professional Liability Coverage Part is amended as follows:

1. The definition of **professional services** is amended to add the following:

Professional services also mean:

(a) **fitness services**, but solely with respect to **insureds** who are licensed, certified, accredited, trained or qualified to perform within the scope of practice recognized by the regulatory agency responsible for maintaining the standards applicable to **fitness services** professionals.

(b) **consulting services**.

2. The first paragraph of the definition of **claim** is deleted and replaced with the following:

Claim means:

(i) a written demand for **damages** made against an **insured** arising out of or alleging a **consulting services wrongful act**; or

(ii) a written demand for **damages** made against an **insured** and brought by a natural person (or such natural person's family member, legal guardian, estate, dependent, or beneficiary) to whom the **insured** is legally liable for injury sustained by such natural person as a result of:

1) **healthcare provider services, Good Samaritan services, or fitness services** provided to such natural person; or

2) **placement services or formal review board activities** in connection with the care and treatment of such natural person.

3. The following new definitions are added:

Area of specialization means body of knowledge or expertise attained through experience and training in the profession specified on the **COI**.



Consulting services wrongful act means an act, error or omission in the performance of **consulting services** that results in **damages**. **Consulting services wrongful act** will also include:

1. improper assignment of **enrollees**, including failure to grant proper credit;
2. failure to educate or train **enrollees**;
3. wrongful dismissal of an **enrollee**.

Education or training services means:

1. services rendered by you as a teacher or instructor in your **area of specialization** on behalf of an **educational institution**;
2. services rendered by you as a seminar instructor when rendering advice in your **area of specialization**.

Educational Institution means a public or private college or university. **Educational Institution** also includes any Risk Management or Training classes or seminars you hold within your **area of specialization**.

Enrollee means an individual enrolled in an **educational institution** in which you provide **consulting services**.

Expert witness means one who, by reason of education or specialized experience, possesses superior knowledge respecting a subject, to assist the trier of fact, judge, jury or counsel in the understanding of complicated and technical subjects.

4. The definition of **consulting services** is deleted and replaced with the following:

Consulting services means the rendering of advice or recommendations in your **area of specialization**, in a jurisdiction where you are licensed or certified by the applicable regulatory body or organization that has appropriate authority to approve the rendering of such advice or recommendations, and the services related to the implementation of such advice or recommendations, performed by you for others. **Consulting services** also includes **expert witness** testimony by you for others, which is directly associated with your **area of specialization**. **Consulting services** also means **Education or Training Services**.

II. EXCLUSIONS

Solely for the purpose of the coverage provided by this endorsement, Section IV, Exclusions Applicable To The Professional Liability Coverage Part is amended as follows:

- A. The following exclusions are added:

This Coverage Part does not apply to any **claim, damages, defense costs**, expenses, fees or loss based on, or arising out of:

- aerial yoga and/or yoga trapeze;
- any actual or alleged recommendation, prescription, production, promotion, solicitation, testing, selling or manufacture of vitamins, minerals, herb supplements, medicinal supplements, and nutritional supplements;



- any actual or alleged service, treatment, advice or instruction for the purpose of skin or appearance enhancement, personal grooming, cosmetic procedures, and salon or spa services.
- the commingling, misappropriation, or improper use of, funds;
- the gaining of any personal profit or advantage to which you are not legally entitled;
- the participation in, design and/or solicitation of any structured settlement proposal;
- any actuarial act, error or omission;
- any services rendered in the capacity as a lawyer;
- your recommendation, approval or disapproval of any employee benefit plan assets;
- a governmental intervention, cease or desist order, or the insolvency, receivership, bankruptcy or inability to pay of any organization in which you have, directly or indirectly, placed or obtained coverage or in which you have, directly or indirectly, placed the funds of a client or account;
- any mechanical or electrical failure, including any electrical power interruption or surge, brownout, blackout, short circuit, over voltage, induction, or power fluctuations;
- the design, programming, distribution or sale of any computer system or program;
- the unauthorized use of confidential or proprietary information provided to you by a third party;
- any securing or referral of any insurance or bond;
- any notarized certification or acknowledgment of a signature without the physical appearance before you of the person who is, or claims to be, the person signing the instrument;
- any inability or failure to pay, collect, or safeguard funds;
- the lack of good faith or fair dealing in the handling of any claim or obligation arising out of or under an insurance contract or benefit plan. Provided that we will defend any civil suit against you seeking amounts that would be covered if this exclusion did not apply. In such case, we will pay only **defense costs**;
- any liability you have for a business or profession other than that named on the **COI**;
- any **claim** brought or maintained, in whole or in part, by or on behalf of any **insured** against any other **insured**.

B. The exclusion entitled Consulting Services is deleted.

III. Solely for the purpose of the coverage provided by this endorsement, Section V., Coverage Part Limits Of Liability And Related Claims, is amended to add the following:

All **damages** covered under this endorsement are subject to and included within the Professional Liability each **claim** and aggregate Limits of Liability set forth on the **COI**. There are no separate Limits of Liability afforded by this endorsement.



All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.