

## CHARITABLE ENTITY CLAIM SUBLIMIT ENDORSEMENT - MASSACHUSETTS (Work With A Non-Profit Hospital Or Other Non-Profit Medical Facility)

This endorsement modifies insurance provided under the:

## PROFESSIONAL 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. Section III, Coverage Part Definitions is amended to add the following new definition:

**Charitable entity claim** means a covered **claim** based on, arising out of, or related to, in whole or in part, **wrongful acts** that occurred within the scope of an **insured's professional services** rendered for a non-profit hospital or other non-profit medical facility located in Massachusetts, where such non-profit hospital or other non-profit medical facility is subject to the limitation of tort liability applicable to Massachusetts charitable organizations, Mass. Gen. Laws c.231, section 85K.

- II. Solely with respect to a **charitable entity claim**, Section V, Coverage Part Limits of Liability and Related Claims is amended to include the following new paragraphs:
  - Charitable Entity Claim Sublimits of Liability
    - A. Charitable Entity Claim each claim Sublimit of Liability \$100,000

Subject to paragraph B., below, the **Charitable Entity Claim** Sublimit of Liability - each **claim** shown above is the most we will pay for all **damages** as the result of each **charitable entity claim**.

B. Charitable Entity Claim – aggregate Sublimit of Liability \$100,000

The **Charitable Entity Claim** aggregate Sublimit of Liability shown above is the total amount we will pay for all **damages** for all **charitable entity claims** regardless of the number of **charitable entity claims**, **insureds** or **wrongful acts**.

The **Charitable Entity Claim** Sublimits of Liability are included within, and not in addition to, the Professional Liability Limits of Liability shown on the **Certificate of Insurance**.

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.