



FITNESS SERVICES LIABILITY 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 **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.

2. Subparagraph (i) of the definition of **claim** is deleted and replaced with the following:

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

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 to add the following new exclusions:

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; and/or
- 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.

- 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:

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Policy No:

Endorsement No:

Effective Date:

Insured Name:



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.