

## COUNSELING PROFESSIONAL LIABILITY ENDORSEMENT

For the premium paid for this policy **we** agree with **you** subject to the terms within the endorsement to cover the individuals and/or positions shown on the Declaration for up to the limit of liability specified on the Declarations.

### 1. Coverage – Counseling Professional Liability

**We** will pay on behalf of **you** all sums which **you** shall become legally obligated to pay as damages because of **your** acts, errors, or omissions arising out of counseling activities of the person filling a named position.

### 2. Defense Settlement

**We** shall have the right and duty to defend any suit against **you** seeking damages as covered in “1.” above, 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 **we** shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of **our** liability has been exhausted by payment of judgments or settlements.

## EXCLUSIONS

The insurance afforded by this endorsement does not apply:

1. to liability assumed by **you** under any contract or agreement;
2. to liability on account of bodily injury to or sickness, disease or death of any of **your** employee(s) arising out of and in the course of that person’s employment by **you** or to any obligation for which **you** or any carrier as their insurer may be held liable under any Worker’s Compensation, Unemployment Compensation or Disability Benefits Law, or under any similar law;
3. to liability resulting from **your** commitment of a patient to a psychiatric institution, unless such commitment was made in full compliance with the laws or statutes of the state wherein such commitment was made;
4. to the ownership, maintenance, operation, use, loading or unloading of any motor vehicle, trailer, semi-trailer, watercraft or aircraft;
5. to liability resulting from **your** acts, errors omissions of **you** as a member of a formal accreditation or similar professional board or committee of any hospital or professional society;
6. to liability resulting from **you** accepting or undertaking custodial care or responsibility of a patient pursuant to request, instruction, authorization, or direction of any governmental agency, authority, board or officer having such authority or responsibility.
7. to liability resulting from the rendering or failure to render professional services by a member of the medical profession.
8. to liability resulting from any actual or alleged conduct of a sexual nature;
9. to any dishonest, fraudulent or criminal act or omission of any insured;
10. to liability resulting from the rendering of medical, surgical, dental or nursing treatments, including shock therapy and the prescription, utilization, furnishing or dispensing of drugs or medical, radiological, surgical, dental or nursing supplies or appliances.

## SUPPLEMENTARY PAYMENTS

**We** will pay in addition to the applicable limit of liability:

- a. all expenses incurred by **us**, all costs taxed against **you** in any suit defended by **us** and all interest on the entire account of any judgment therein which accrues after entry of the judgment and before **we** have paid or tendered or deposited in court that part of the judgment which does not exceed the limit of **our** liability thereon;
- b. premiums on appeal bonds required in any suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, but **we** shall have no obligation to apply for or furnish such bonds;

- c. reasonable expenses incurred by **you** at **our** request, including actual loss of wages or salary (but no loss of other income) not to exceed \$50 per day because of **your** attendance at hearings or trials at such request.

#### **PERSONS INSURED**

- a. Each of the following is an insured under this insurance to the extent set forth below except as indicated in Paragraph “b” below:
  - 1. Named Insured;
  - 2. if the Named Insured is designated in the Declaration as a partnership, any partner or member thereof, but only with respect to their liability as such;
  - 3. if the Named Insured is designated in the Declarations as other than an individual or partnership, any executive officer, stockholder, member of the board of trustees, member of the board of directors, or member of the board of governors or similar board of the Named Insured while acting within the scope of their duties as such;
  - 4. any employee occupying a position scheduled on the Declaration.
- b. No person whether or not included in “a.1,2, or 3” above shall be an insured under this coverage for damages arising out of counseling activities performed by said person whether on behalf of **you** or on behalf of others, unless the position of such person is named in the Schedule on the Declaration Page.

#### **LIMITS OF LIABILITY**

Regardless of the number of insureds under this insurance, **our** liability is limited as follows:

Limit of liability stated as applicable “each claim” is the limit of **our** liability for all damages on account of each claim or suit covered hereunder; the limit of liability stated as “annual aggregate” is, subject to the foregoing provision respecting each claim, the total limit of **our** liability hereunder for all damages.

#### **ADDITIONAL DEFINITIONS**

When used herein, the term “counseling activities” shall mean consultation or communication between an insured and another person wherein the insured offers advice or guidance with regard to conduct or proposed conduct. Counseling activities shall be limited solely to those conducted while the person filling a Named Position is acting within the scope of that person’s employment in the position scheduled in the “Scheduled of Persons Covered” on the Declaration Page.

#### **CONDITIONS**

Except as stated in this form:

- a. the policy does not apply to damages arising out of “counseling activities” as defined;
- b. this form applies only to acts or omissions committed on or after the effective date hereof and on or before the expiration dated stated in the policy declarations to which this form is attached;
- c. the policy does not apply to damages arising out of the rendering of failure to render professional services;
- d. all conditions applicable to the Liability Section of this policy apply to coverage provided by this form.