

HEALTHCARE AMENDATORY ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Solely with respect to coverage afforded pursuant to Section I., INSURING AGREEMENTS, Subsection A., FIRST-PARTY REMEDIATION COSTS COVERAGE, and Subsection B., FIRST-PARTY EMERGENCY RESPONSE COVERAGE, of this Policy, the “insured” and the Insurer hereby agree to the following changes to this Policy:

I. Section V., DEFINITIONS, Subsection AA., of this Policy is hereby deleted in its entirety and replaced with of the following:

AA. “Indoor environmental condition” means:

1. The presence of “fungi” in a building or structure, or the ambient air within such building or structure;
2. The discharge, dispersal, release, escape, migration or seepage of *legionella pneumophila* in a building or structure, or the ambient air within such building or structure; or,
3. Solely with respect to coverage for: **a)** “claims” seeking “remediation costs”; and **b)** “first party remediation costs”, the discharge, dispersal, release, escape, migration or seepage of bacteria (exclusive of *legionella pneumophila*) or viruses in a building or structure, or the ambient air within such building or structure,

provided that:

1. Such “fungi”, bacteria or viruses are not naturally occurring in the environment in the amounts and concentrations found within such building or structure; and
2. Such bacteria and viruses: **a)** are not the result of communicability through human-to-human or bodily fluid contact; and **b)** are required to be reported to any Federal, state, commonwealth, municipal or other local government agency or body with regulatory jurisdiction over the “covered location”.

II. Section V., DEFINITIONS, Subsection W., of this Policy is hereby amended by addition of the following:

“First-party remediation costs” also means reasonable expenses incurred by an “insured” during a “period of remediation” resulting from a “pollution condition” or “indoor environmental condition” in order to remove, transport and lodge occupants in the care of the “insured” to another facility if a “responsible person” reasonably believes that such “pollution condition” or “indoor environmental condition” creates an unsafe environment for such occupants.

III. Section V., DEFINITIONS, of this Policy is hereby amended by addition of the following:

“Period of remediation” means the period of time commencing with the date that operations are necessarily suspended at a “covered location” as a result of a “pollution condition” or “indoor environmental condition” and ending when further investigation and/or remediation of such “pollution condition” or “indoor environmental condition” is no longer required pursuant to “environmental laws”. If no applicable laws exist that govern the investigation or remediation of “pollution condition” or “indoor environmental condition” in the jurisdiction of the “covered location”, the “period of remediation” shall end once a “environmental professional” has confirmed, in writing, that best practices have been observed with respect to the investigation and/or remediation activities and no further action is required to adequately ensure the safety of the occupants involved.

IV. ☐ **Decontamination Condition Sublimits of Liability**

Per Decontamination Condition Sublimit of Liability: \$

Aggregate Decontamination Conditions Sublimit of Liability: \$

Solely to the extent that there is an **X** indicated in this Section **IV.**, above, the “insured” and the Insurer hereby agree that the amount that the Insurer shall pay pursuant to this Policy for “loss” arising out of or related to “indoor environmental conditions” involving, in whole or in part, the discharge, dispersal, release, escape, migration or seepage of bacteria (exclusive of *legionella pneumophila*) or viruses in a building or structure, or the ambient air within such building or structure (hereinafter Decontamination Conditions) is subject to the Per Decontamination Condition Sublimit of Liability and Aggregate Decontamination Conditions Sublimit of Liability identified above. Therefore, the Per Decontamination Condition Sublimit of Liability, above, shall be the maximum amount the Insurer shall pay for all “loss” arising out of or related to the same, continuous, repeated, or related Decontamination Condition to which this insurance applies. Moreover, the Aggregate Decontamination Conditions Sublimit of Liability, above, shall be the maximum amount the Insurer shall pay for all “loss” arising out of or related to all Decontamination Conditions to which this insurance applies. These Sublimits of Liability are subject to, and payments made within these Sublimits of Liability shall erode, the Limits of Liability identified in Item **3.** of the Declarations to this Policy, along with any other applicable exposure-specific Limits or Sublimits of Liability added by endorsement hereto. Under no circumstance shall the Insurer be liable to pay any amount in excess of any applicable Limit or Sublimit of Liability.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative