

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OPTICAL AND HEARING AID ESTABLISHMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The following is added to Paragraph 1. Insuring Agreement of Section I – Coverage A – Bodily Injury And Property Damage Liability:

1. Insuring Agreement

"Bodily injury" or "property damage" arising out of the rendering of or failure to render professional health care services, including:

- a. The production or reproduction of ophthalmic lenses and related products, including the mounting of such lenses into the frames;
- b. The prescribing or fitting of ophthalmic lenses to the eyes;
- c. The preparing, selling, handling, demonstrating or distributing of optical goods or products in connection with your business; or
- d. The selling, handling, prescribing, preparing, fitting, demonstrating or distributing of hearing aid devices;

shall be deemed to be caused by an "occurrence".

B. Exclusion s. of Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Exclusion a.(15) of Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability are replaced by the following:

This insurance does not apply to the following:

Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" due to the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;

- (2) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;
- (3) Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;
- (4) Engineering services, including related supervisory or inspection services;
- (5) Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;
- (6) Any health or therapeutic service treatment, advice or instruction;
- (7) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming or therapy;
- (8) Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;
- (9) Body piercing services; and
- (10) Services in the practice of pharmacy.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

C. The following is added to Paragraph **1.b.(1)(a)** under **Section II – Who Is An Insured:**

However, none of these "employees" is an insured for:

(a) "Bodily injury" or "personal and advertising injury":

(iv) Arising out of his or her providing of or failure to provide professional health care services, other than professional health care services described in Paragraph **A.** of this endorsement.

D. For the purpose of determining the limits for the insurance provided by this endorsement, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

SAMPLE