

ENDORSEMENT

This endorsement, effective 12:01 A.M.,
Forms a part of Policy No.: 1006774-0910
Issued to: Nebraska State Education Association
By: LEXINGTON INSURANCE COMPANY

MEDICAL AND RELATED ARTS ENDORSEMENT

This endorsement modifies insurance provided by the policy:

SCHEDULE

Natural Person: _____
Aggregate Limit of Liability: **\$1,000,000**
Each Occurrence Limit of Liability: **\$1,000,000**

1. For the purposes of coverage provided by this endorsement only, Subsection **H. INSURED** of Section **II. DEFINITIONS** is deleted and replaced with the following:

H. INSURED

The term "**insured**" means the natural person shown in the Schedule of the "Medical and Related Arts Endorsement" who is licensed as a dental hygienist, nurse, occupational therapist, or physical therapist or licensed or certified as an athletic trainer and is employed by a school board, board of trustees, or other similar governing body of an **educational unit**.

2. Subsection **E.** is added to Section **III. COVERAGES** as follows:

E. COVERAGE E - MEDICAL AND RELATED ARTS LIABILITY

Subject to the Limits of Liability, **we** agree to pay on behalf of the **Insured** all **loss**. Such **loss** must be sustained by the **Insured** by reason of liability imposed upon the **Insured** by law for damage caused by an **occurrence** arising out of the **Insured's** rendering, teaching, or supervising of medical, dental, surgical, nursing, or other similar services in the course of the **Insured's educational employment activities**. The **occurrence** must commence to occur during the policy period.

Supplementary Coverage. With respect to claims under this Coverage E and in addition to the coverage indicated above, **we** shall:

1. defend any civil proceeding against the **Insured** seeking damages which are payable under the terms of this endorsement even if such civil proceeding is groundless, false, or fraudulent. However, **we** may make such investigations, negotiation, and settlement of any **claim** or civil proceeding as deemed expedient. The **Insured** may retain at his or her expense, counsel of his or her choosing to assist **us** when a **claim** or civil proceeding seeks damages which exceed the limit of liability stated in the declarations for this coverage. With regard to civil proceedings brought other than in the United States, its territories possessions, Puerto Rico, or Canada, **we** may elect to reimburse but not defend the **Insured** for the reasonable costs actually incurred in any such defense, and will notify the **Insured** of our decision;

2. pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, all premiums on appeal bonds required in any such defended civil proceeding, but without any obligation to apply for or furnish any such bonds;
3. pay all expenses incurred by **us** and all costs taxed against the **Insured** in any such civil proceeding and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before that part of the judgment which does not exceed the limit of **our** liability thereon;
4. pay all expenses incurred by the **Insured** for such immediate medical and surgical relief to others as shall be imperative at the time of the **occurrence**.
5. reimburse the **Insured** for all reasonable expenses, other than loss of earnings, incurred at **our** request.

Amounts paid by **us** as noted are in addition to the applicable limit of liability.

3. The following paragraphs are added to **IV. LIMITS OF LIABILITY** as follows:

Under Coverage E:

The Aggregate Limit of Liability shown in the Schedule of the "Medical and Related Arts Endorsement" is the most **we** will pay for all **losses** arising out of all **occurrences** under Coverage E.

Subject to an Aggregate Limit of Liability, the Each Occurrence Limit of Liability shown in the Schedule of the "Medical and Related Arts Endorsement" is the most **we** will pay for all **losses** arising out of one **occurrence**. The fact that there may be multiple **claims** against the **Insured** as a result of any **occurrence** shall not operate to increase the limit of liability.

4. All Exclusions in Subsection **A.** and Subsection **B.** of Section **VII. EXCLUSIONS** apply to coverage provided by this endorsement, with the exception of Subsection **A.8.** In addition the following exclusions apply to coverage provided by this endorsement.

Coverage provided by this endorsement does not apply to:

1. liability arising out of activities specified in Section **VII.A.8.**, paragraphs a. through e., of the attached policy;
2. liability arising out of the use or application of any preparation, the use, or sale of which is prohibited under any federal, state, or municipal law;
3. liability arising out of the **Insured's** prescribing, preparing, or compounding of drugs, except that this exclusion shall not apply to the administration of drugs prescribed by a licensed medical practitioner other than the **Insured**; or
4. liability arising out of professional services rendered by the **Insured** or any person for whose acts the **Insured** is legally liable while under the influence of intoxicants or drugs.

All other terms and conditions of the policy remain the same.



Authorized Representative