

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 A.M.,

Forms a part of Policy No.:

Issued to:

By: Houston Casualty Company

COVERAGE E - MEDICAL PAYMENTS FOR ATTENDEES

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Coverage	Maximum Benefit Per Accident	Deductible
Medical Payments for Attendees	\$5,000	\$0.00

A. Additional Exclusions

1. The following is added to **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

This insurance does not apply to “bodily injury” to a “participant”.

2. The following is added to **SECTION I – COVERAGES, COVERAGE C. MEDICAL PAYMENTS, 2. Exclusions:**

This insurance does not apply to “bodily injury” to a “participant”.

B. Additional Insuring Agreement

The following is added to **SECTION I – COVERAGES:**

COVERAGE E – MEDICAL PAYMENTS FOR ATTENDEES

1. Insuring Agreement

- a. We will pay medical expenses as described below for “bodily injury” to an “attendee” caused by an accident that takes place during a “covered program” provided that:
- (1) The accident takes place in the “coverage territory” and during the policy period;
 - (2) The first expense is incurred within 90 days of the accident;
 - (3) The expenses are incurred and reported to us within 52 weeks of the date of the accident; and
 - (4) The injured “attendee” submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. Medical Expenses include:
 - (1) First aid administered at the time of an accident;
 - (2) Medical, surgical, x-ray, and dental services, including prosthetic devices; and
 - (3) Ambulance, hospital and professional nursing services.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for medical services that are essential for diagnosis, treatment, or care of the "bodily injury" for which it is prescribed or performed. The medical services must meet generally accepted standards of medical practice and must be ordered by a Physician and be performed under a Physician's care, supervision, or order.

2. Exclusions

This insurance does not apply to:

- a. "Bodily injury" that is excluded under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, Paragraphs a., b., c., d., e., f., g., h., i., and o.**
- b. Expenses for "bodily injury" that is excluded under **SECTION I COVERAGES, COVERAGE C, MEDICAL PAYMENTS, 2. Exclusions a., b., c., d, and f.**
- c. Expenses which directly or indirectly, in whole or in part, are caused by or result from any of the following:
 - (1) Intentionally self-inflicted injury, suicide, or any attempt while sane or insane;
 - (2) Commission or attempt to commit a felony or an assault;
 - (3) Commission of or active participation in a riot or insurrection;
 - (4) Declared or undeclared war or act of war or any act of declared or undeclared war;
 - (5) Flight in, boarding or alighting from an aircraft, except as a passenger on a regularly scheduled commercial airline;
 - (6) Travel in any aircraft owned, leased, operated or controlled by the Named Insured, or any of its subsidiaries or affiliates. An aircraft will be deemed to be "controlled" by the Named Insured if the aircraft may be used as the Named Insured wishes for more than 10 straight days, or more than 15 days in any year;
 - (7) Sickness, disease, bodily or mental infirmity, bacterial or viral infection or medical or surgical treatment thereof, (including exposure, whether accidental, to viral, bacterial or chemical agents) whether the loss results directly or indirectly from the treatment except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food;
 - (8) Voluntary ingestion of any narcotic, drug, poison, gas or fumes, unless prescribed or taken under the direction of a Physician and taken in accordance with the prescribed dosage;
 - (9) Injuries compensable under Workers' Compensation law or any similar law;
 - (10) Operating any type of vehicle or conveyance while under the influence of alcohol or any drug, narcotic or other intoxicant including any prescribed drug for which the "attende" has been provided a written warning against operating a vehicle or conveyance while taking it. Under the influence of alcohol, for purposes of this exclusion, means intoxicated, as defined by the motor vehicle laws of the state in which the "bodily injury" occurred;
 - (11) The "attende" intoxication. The "attende" is conclusively deemed to be intoxicated if the level in their blood exceeds the amount at which a person is presumed, under the law of the locale in which the accident occurred, to be under the influence of alcohol if operating a motor vehicle, regardless of whether the "attende" is in fact operating a motor vehicle, when the "bodily injury" occurs. An autopsy report from a licensed medical examiner, law enforcement officer's report, or similar items will be considered proof of the "attende" intoxication;

- (12) An "occurrence" if the attendee is the operator of a motor vehicle and does not possess a valid motor vehicle operator's license, unless the "attendee" holds valid learners permit and is receiving instruction from a driver's education instructor;
- (13) Aggravation, during a "covered program", of an injury the "attendee" suffered before participating in that "covered program" unless we receive a written medical release from the "attendee" Physician;
- (14) A cardiovascular, event or stroke resulting, directly and independently of all other causes, from exertion, as verified by a Physician, while the "attendee" participates in a "covered program";
- (15) Medical or surgical treatment, diagnostic procedure, administration of anesthesia unless it occurs during treatment of a "bodily injury" that occurs during a "covered program";
- (16) Services or treatment rendered by any person who is:
 - a. Employed or retained by you;
 - b. Living in the "attendee's" household;
 - c. An immediate family member of either the "attendee" or their Spouse or Domestic Partner; or
 - d. The "attendee".
- (17) Cosmetic surgery, except for reconstructive surgery needed as the result of a covered "bodily injury";
- (18) Any elective or routine treatment, surgery, health treatment, or examination, including any service, treatment of supplies that: (a) are deemed by us to be experimental or investigational; and (b) are not recognized and generally accepted medical practice in the United States;
- (19) Examination or prescriptions for, or purchase, repair or replacement of, eyeglasses, contact lenses, hearing aids, wheelchairs, braces, appliances, orthopedic braces, or orthotic devices;
- (20) Treatment in any Veteran's Administration, Federal, or state facility, unless there is a legal obligation to pay;
- (21) Services or treatment provided by persons who do not normally charge for their services, unless there is a legal obligation to pay;
- (22) Rest cures or custodial care;
- (23) Repair or replacement of existing dentures, partial dentures, braces or bridgework;
- (24) Treatment of injuries that result over a period (such as blisters, tennis elbow, etc.), and that are a normal, foreseeable result of participation in the "covered program";
- (25) Treatment of HIV/AIDS, meaning Human Immunodeficiency Virus or Acquired Immune Deficiency Syndrome or AIDS Related Complex (ARC) regardless of the means by which it was acquired;
- (26) Repair or replacement of existing artificial limbs, eyes and larynx;
- (27) Treatment of Hernia of any kind. Hernia means a rupture or protrusion of an organ or part through connective tissues or through a wall of a cavity in which it is normally enclosed;
- (28) Treatment of a "bodily injury" resulting from a condition that the "attendee" knew existed on the date of an "occurrence", unless we have received a written medical release from the "attendee" Physician; or
- (29) Treatment of an injury resulting from or contributed to by frostbite, fainting or seizures, or heatstroke or heat exhaustion.

C. Limits of Insurance

1. **SECTION III – LIMITS OF INSURANCE**, 2. is deleted and replaced with the following:

- 2. The General Aggregate Limit shown in the Declarations page is the most we will pay for the sum of:
 - a. Damages under **Coverage A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operation hazard";
 - b. Damages under **Coverage B**;

- c. Medical expenses under **Coverage C**;
- d. Damages under **Legal Liability to Sports Participants**; and
- e. Medical Expenses under **Coverage E – Medical Payments for Attendees**, as shown in the Coverage E – Medical Payments for Attendees Schedule.

3. Subject to 2. above, the Medical Payments for “Attendees” Limit shown in the Schedule is the most we will pay under **Coverage E – Medical Payments for Attendees** for all medical expenses because of “bodily injury” sustained by any one “attendee”.

D. Conditions

With respect to **COVERAGE E** only, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other insurance, b. Excess Insurance (1)**;

This insurance is excess over:

- (c) That is any arrangement, whether individually purchased or incident to employment or membership in an association or other group, which provides benefits or services for healthcare, dental care, disability benefits or repatriations of remains. This includes group, blanket, franchise, family or individual:
 - (i) insurance policies;
 - (ii) subscriber contracts;
 - (iii) uninsured agreements or arrangements;
 - (iv) coverage provided through Health Maintenance Organizations, Preferred Providers Organizations and other prepayment, group practices and individual practice plans;
 - (v) medical benefits provided under automobile “fault” and “no-fault” type contracts; and
 - (vi) medical benefits provided by any governmental plan or coverage or other benefit law, except:
 - 1. a state sponsored Medicaid plan; or
 - 2. a plan or law providing benefits only in excess of any private or nongovernmental plan.

E. Deductible

Our obligation under **COVERAGE E – MEDICAL PAYMENTS FOR ATTENDEES** to pay medical expenses on your behalf applies only to the amount of expenses in excess of any deductible amount shown in the Schedule on Page 1 of this endorsement. The deductible amount will apply to all medical expenses we pay to any one “attendee” as the result of any one “occurrence”.

Covered medical expenses paid or payable under any other insurance policy or plan:

(“X” the applicable box below):

- ☐ will reduce the deductible amount; or
- ☒ will not reduce the deductible amount.

F. Definitions

For the purposes of this endorsement only, the following definitions are added:

1. "Covered program" means any event which:
 - a. Was specifically submitted to us as a scheduled event or activity at the inception of this policy;
 - b. Is usual and customary to your business activities and events; and
 - c. Has been specifically endorsed onto this policy.
2. "Attendee" means:
 - a. Any person attending a "covered program";
 - b. Any volunteer worker acting at the direction of and within the scope of their duties for you; and
 - c. Any officers and directors acting at the direction of and within the scope of their duties for you.
3. "Reasonable expenses" means the average amount charged by most providers for treatment, service, or supplies in the geographic area where the treatment, service, or supplies is provided and are medically necessary.
4. Deductible means the amount of Medically Necessary covered expenses that must be paid by the Attendee before benefits will become payable under this policy. A separate deductible shall apply to each "occurrence".

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

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