



**SEXUAL MISCONDUCT SUBLIMITS OF LIABILITY - PROFESSIONAL LIABILITY
AND SEXUAL MISCONDUCT EXCLUSION - GENERAL LIABILITY AND WORKPLACE LIABILITY
ENDORSEMENT - MAINE**

It is understood and agreed that in consideration for premium paid, this endorsement amends coverage under the **HEALTHCARE PROVIDERS PROFESSIONAL LIABILITY COVERAGE PART CLAIMS MADE**, the **HEALTHCARE PROVIDERS PROFESSIONAL LIABILITY COVERAGE PART OCCURRENCE**, the **HEALTHCARE PROVIDERS GENERAL LIABILITY COVERAGE PART**; and the **HEALTHCARE PROVIDERS WORKPLACE LIABILITY COVERAGE PART** as follows:

I. SECTION VI., LIMITS OF LIABILITY of the **HEALTHCARE PROVIDERS PROFESSIONAL LIABILITY COVERAGE PART CLAIMS MADE** and the **HEALTHCARE PROVIDERS PROFESSIONAL LIABILITY COVERAGE PART OCCURRENCE** are amended as follows:

A. The **sexual misconduct** Aggregate sublimit of liability shown on the **Certificate of Insurance** is deleted and replaced by the following:

Sexual Misconduct Sublimit of Liability:

\$-----_each **Claim**
\$-----_Aggregate

1. The **sexual misconduct** each **Claim** sublimit of liability shown above is the most we will pay for the sum of all amounts **you** are legally obligated to pay as a result of any **claim** against **you** involving any act of **sexual misconduct** arising out of or related to **professional services** rendered by **you** or by someone for whose **professional services you** are legally responsible, provided that **sexual misconduct** has not been determined to have occurred by any trial verdict, court ruling, regulatory ruling or legal admission, whether appealed or not.
2. The **sexual misconduct** Aggregate Sublimit of Liability is the most we will pay for the sum of all amounts you are legally obligated to pay as a result of all such **claims** as set forth in paragraph 1. above, in the aggregate.

B. This **sexual misconduct** sublimit of liability shall apply:

1. in the event that **sexual misconduct** is alleged, whether in a complaint, during discovery, at trial or otherwise, regardless of the legal or factual theory of recovery advanced, including but not limited to assertions of improper or negligent hiring or employment, or failure to investigate or supervise; and
2. to any and all such **claims** arising out of the same or related acts or omissions.

C. The **sexual misconduct** sublimit of liability set forth in paragraph 1.A. above is included within, and is not in addition to, the Limit of Liability set forth on the **Certificate of Insurance**.

D. Solely for the purposes of coverage afforded by this endorsement, **claim expenses** will be within the **sexual misconduct** sublimit of liability. Any payments made by us for post-judgment interest shall be in addition to and shall not erode the **sexual misconduct** sublimit of liability.

II. Solely with respect to coverage pursuant to the terms of this endorsement, the last paragraph of **SECTION III. DEFENSE AND SETTLEMENT** of the **HEALTHCARE PROVIDERS PROFESSIONAL LIABILITY COVERAGE PART CLAIMS MADE** and the **HEALTHCARE PROVIDERS PROFESSIONAL LIABILITY COVERAGE PART OCCURRENCE** is deleted and replaced with the following:

Our payment of the applicable limit of liability, or the applicable sublimit of liability, ends our duty to defend or settle. We have no duty to defend any **claims** not covered by this Coverage Part.



III. Section IV, **ADDITIONAL DEFINITIONS** of the **PROFESSIONAL LIABILITY COVERAGE PART** and **SECTION III. ADDITIONAL DEFINITIONS** of the **WORKPLACE LIABILITY COVERAGE PART** or **GENERAL LIABILITY COVERAGE PART**, when attached to this Policy, are amended with the addition of the following new definitions:

- **Sexual Misconduct** means:
- any type of physical touching or caressing, or attempt thereof, or suggestion thereof by **you** or by any person for whom **you** may be legally responsible, which could be considered sexual or erotic in nature, including consensual sexual activity or sexual activity in contravention of any professional code of ethics or conduct; or
- any act of sexual assault, harassment, abuse or molestation.

IV. **SECTION V. EXCLUSIONS** of the **PROFESSIONAL LIABILITY COVERAGE PART CLAIMS MADE** and the **PROFESSIONAL LIABILITY COVERAGE PART OCCURRENCE** is amended as follows:

EXCLUSION P is deleted in its entirety and replaced with the following:

any act of **sexual misconduct** which has been determined to have occurred, by any trial verdict, court ruling, regulatory ruling or legal admission, whether appealed or not.

This exclusion applies to all **claims** arising out of acts of **sexual misconduct** regardless of the legal theory or basis upon which the insured is alleged to be liable, including but not limited to assertions of improper or negligent hiring or employment, or failure to investigate or supervise.

V. **Section IV. EXCLUSIONS** of the **WORKPLACE LIABILITY COVERAGE PART** and the **GENERAL LIABILITY COVERAGE PART** are amended to delete **Exclusion V.** in its entirety and replace it with the following:

- V. any act of **sexual misconduct**. Criminal proceedings are not covered under this Policy regardless of the allegations made against **you** or any legal or factual finding related thereto.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.