



GUAM GOVERNMENTAL TORT CLAIM SUB-LIMIT OF LIABILITY ENDORSEMENT

In consideration of the premium, the Policy is amended as follows:

- I. The **Professional Liability Limits of Liability** stated in Item A of the **Certificate of Insurance** are amended with the addition of the Guam Governmental Tort Claim Sub-Limits of Liability as follows:

Guam Governmental Tort Claim Sub-Limits of Liability:

- A. Each **Guam Governmental Tort Claim**:
- (i) \$300,000.00: Each **Guam governmental tort claim** limit of liability; or
 - (ii) \$100,000.00: Each **Guam governmental tort claim** limit of liability for wrongful death.
- B. All **Guam Governmental Tort Claims** in the Aggregate Limit:
\$300,000.00: all Guam governmental tort claims in the Aggregate limit of liability.

- II. Solely with respect to coverage pursuant to this endorsement, the Professional Liability Coverage Part, Section VI, Limit of Liability, paragraph A, Each **Claim** and paragraph B, Aggregate, are amended by adding the following Sub-Limits of Liability applicable solely to **Guam Governmental Tort Claims**:

- A. Each **Guam governmental tort claim**
- (i) The maximum amount of our liability for each **Guam governmental tort claim** will not exceed the amount stated in the **Certificate of Insurance**, paragraph IA(i) of this endorsement above as the "Each **Guam governmental tort claim** limit of liability".
 - (ii) The maximum amount of our liability for each **Guam governmental tort claim** for wrongful death will not exceed the amount stated in the **Certificate of Insurance**, paragraph IA(ii) of this endorsement above as the "Each **Guam governmental tort claim** limit of liability for wrongful death".
- B. All **Guam governmental tort claims** in the Aggregate
The amount stated in the **Certificate of Insurance**, paragraph IB of this endorsement above as the "all **Guam governmental tort claims** in the Aggregate limit of liability" is the maximum amount of our liability for all **Guam governmental tort claims** including **Guam governmental tort claims** alleging damages for wrongful death, regardless of the number of **you** insured under this coverage part, **Guam governmental tort claims** made, or the number of persons or entities making such **claims**.
- C. The Each **Guam governmental tort claim** limit of liability and the Each **Guam governmental tort claim** for wrongful death limits of liability stated in the **Certificate of Insurance**, paragraphs IA (i) and IA (ii) of this endorsement above, are included within and erode the all **Guam governmental tort claims** in the Aggregate limit of liability stated in the **Certificate of Insurance**, paragraph I.B of this endorsement above. Such Each **Guam governmental tort claim** limits of liability and all **Guam governmental tort claims** in the Aggregate limits of liability are the exclusive limits of liability applicable to **Guam governmental tort claims**.
- D. The Each **Guam governmental tort claim** limits of liability and the all **Guam governmental tort claims** in the Aggregate limit of liability are sub-limits of liability, included within and not in addition to the Professional Liability all **claims** in the Aggregate limits of liability set forth in the **Certificate of Insurance**.

- III. Solely with respect to this endorsement, the Professional Liability Coverage Part, Section IV, Additional Definitions, is amended with the addition of the following defined terms:

- **Government health professional** means any person who is licensed or certified to practice a healing art in Guam; and such person:
 - a. is practicing that art within a government of Guam facility as an employee or agent of the government of Guam; or
 - b. performing follow up care to a house patient within a private medical facility, which follow up care is limited to specific treatment for the condition medically diagnosed by the physician or the emergency room physician while treating the house patient at the Guam Memorial Hospital.



- **Guam Governmental Tort Claim** means a **claim** to which this insurance applies, based on, arising out of, or related to the rendering of **professional services** by an insured in their capacity as a **government health professional**. A **Guam governmental tort claim** does not include any **claim** based or arising out of the rendering of **professional services** by any insured that is a **governmental health professional** if such **professional services** are outside the scope of such **governmental health professional's** employment.

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.

Specimen