

Miscellaneous Healthcare Facility Professional Liability Insurance Policy
 ADDITIONAL INSURED – DESIGNATED ORGANIZATION ENDORSEMENT

Subject to the Declarations and to all other terms and conditions of the Policy to which this Endorsement is attached, the Company and the **named insured** agree to amend the Policy as follows:

As of the endorsement effective date until the endorsement expiration date, insurance is afforded under this Policy to any organization(s) that are required by a contract or agreement with the **named insured** executed prior to a **claim**. Such organization is an **additional insured** under this policy on a shared limits basis under Coverages A Professional Liability and/or B Commercial General Liability as required by written contract or agreement.

With respect to the insurance afforded to the **additional insured**, this Policy is amended as follows:

To the extent coverage is afforded to the **additional insured** under Coverage B Commercial General Liability, Section IV. EXCLUSIONS, subparagraphs D.11.a., D.11.b. and D.11.f. are deleted and replaced as follows:

IV. EXCLUSIONS

D. Exclusions Applicable to Coverage B (Commercial General Liability)

- 11. liability for **property damage** to:
 - a. property owned or occupied by or rented or loaned to the **named insured**. However, this exclusion does not apply to **property damage** to equipment leased to the **named insured** by the **additional insured**;

Named Insured's Name & Address: EdTheory, LLC 6701 Koll Center Parkway Suite 250 Pleasanton, CA 94566	Policy Number FPL01019-01
	Effective Date & Expiration Date
	Endorsement Effective Date 7/16/2023
Authorized Signature: 	

This endorsement is subject to the declarations, conditions, exclusions and all other terms of the policy indicated above which are not inconsistent with this endorsement and forms a part of that policy when signed by an authorized representative of the company.

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- b. premises sold, given away or abandoned by the **named insured** or premises rented to the **named insured** by the **additional insured** and vacated by the **named insured** prior to the expiration of the lease term if the **property damage** arises out of any part of those premises, or to liability arising from such premises or any part thereof;

- f. Exclusion IV.D.11. does not apply to liability of the **named insured** for **property damage** to premises rented to and occupied by the **named insured** caused by:
- (1) fire or explosion;
 - (2) the discharge, leakage or overflow of water or steam from plumbing, heating, refrigerating or air conditioning systems; or
 - (3) rain admitted directly to the building interior through open or defective doors, windows, skylights, transoms or ventilators.

Payments made for liability within the scope of this subparagraph D.11.f. shall not exceed \$1,000,000 in the aggregate for all **claims** reported within the **policy period** and are included in and attributable to the aggregate Limit of Insurance described in Section VIII of this Policy.

The following subparagraph D is added to Section VII. LIMITS OF INSURANCE:

VII. LIMITS OF INSURANCE

D. Limits of Insurance Applicable to Additional Insured-Designated Organization Endorsement

The most the Company will pay on behalf of the **additional insured** is the amount of insurance:

1. required by the contract or agreement with the **additional insured**; or
2. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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The following is added to Section VIII. CONDITIONS, D. Subrogation:

VIII. CONDITIONS

The Company agrees to waive any right of recovery it may have against the **additional insured** because of payments the Company makes under Coverage A, Professional Liability, or Coverage B, Commercial General Liability, of this Policy, to the extent such waiver is required under a written contract with the **named insured** that was executed prior to a **claim**.

Primary Non-Contributory: If, under a written contract, the **additional insured** has agreed that this Policy provides primary non-contributory coverage, the following is added to Section VIII.D. Subrogation:

If other insurance is available to the **additional insured** described above for a loss covered by this Policy, this insurance will apply to such loss on a primary basis and the Company will not seek contribution from the other insurance available to the **additional insured**.