

# MEDICAL MALPRACTICE EXCLUSION

This Endorsement changes the policy. Please read it carefully.

It is agreed that the following exclusion is added to **PART 4 - EXCLUSIONS** of this Policy:

## MEDICAL MALPRACTICE

This Policy shall not apply to **Claims** against the **Insured Based Upon** the rendering or failure to render medical services.

It is also agreed that section **5. ALLOCATION** contained under **PART 6 - DEFENCE AND SETTLEMENT**, shall not apply to this exclusion and is deleted in its entirety and replaced by the following:

### 5. ALLOCATION

Solely with respect to a **Claim** against or involving the **Insureds** with respect to the rendering or failure to render medical services, to which the **Insureds** incur both **Loss** which is covered by this Policy and also **Loss** which is not covered by this Policy, either because a **Claim** includes both covered and uncovered matters, or because a **Claim** is made against both covered and uncovered parties, then coverage shall apply as follows:

- 5.1. the **Defence Costs** shall be limited to a pro-rated share of **Defence Costs** corresponding to the covered **Loss**; and
- 5.2. the Insurer and the **Insureds** entitled only to the covered **Loss**, will endeavour in good faith to establish, at the earliest opportunity:
  - 5.2.1. a proportional basis for the allocation of **Defence Costs** that reflects the alleged exposure of each of the parties; and
  - 5.2.2. an agreement as to the retainer of counsel and conduct of the defence.

If the Insurer and the **Insured** cannot agree on any allocation, no presumption as to allocation shall exist in any arbitration, suit or other proceeding. The Insurer, if requested by the **Insured**, shall submit the allocation dispute to a binding arbitration in accordance with the principles set forth under Section **16. Arbitration Clause, PART 8 - GENERAL CONDITIONS** of the Policy.

All terms of this policy shall remain unchanged except as otherwise provided in this Endorsement.