



MEDICAL WASTE EXPENSE SUPPLEMENTARY BENEFITS ENDORSEMENT

This endorsement modifies insurance provided under the:

GENERAL LIABILITY COVERAGE PART GENERAL TERMS AND CONDITIONS

In consideration of the premium, solely for the purposes of the coverage granted by this endorsement, the policy is amended as follows:

I. The General Liability Coverage Part is amended as follows:

A. The following new section is added:

MEDICAL WASTE INCIDENT LEGAL EXPENSE SUPPLEMENTARY BENEFIT

We will reimburse you for the reasonable and necessary **legal expenses** you incur resulting from your being a defendant or co-defendant in a **civil suit** alleging a violation of a law or regulation governing disposal of medical wastes, provided that:

- (i) such **civil suit** is first brought against the **insured** after the effective date of this policy;
- (ii) the **civil suit** alleges a **medical waste incident** that occurred, in whole or in part, during the **policy period**;
- (iii) we are not otherwise obligated to pay **defense costs** under the terms of the policy.

We have neither the right nor the duty to defend any **claim** or **civil suit** arising from a **medical waste incident**.

B. Section II, Coverage Part Definitions is amended to add the following new definitions:

Civil suit means administrative proceedings brought by the Federal or Environmental Protection Agency, or state environmental protection authority, as well as lawsuits brought in civil court in connection with a **medical waste incident**.

Medical waste incident means the actual or alleged improper disposing of any medical waste material that results in a **civil suit** against you.

Legal expenses mean reasonable and necessary fees, costs, and expenses, other than loss of income, charged by an attorney you select to represent you in connection with a **civil suit** arising in connection with a **medical waste incident**, and all other reasonable and necessary fees, costs, or expenses (including expert witness fees) incurred in the defense or appeal of such **civil suit**. **Legal expenses** do not include appeal bonds, attachment bonds, or similar bonds or the premium for such bonds.

C. Section IV, Coverage Part Limits of Liability and Related Claims is amended by adding the following:

1. Medical Waste Legal Expense Reimbursement Limit – Each Suit

The “each suit **legal expenses**” limit stated on the Declarations under GL Supplementary Benefit will be the maximum amount we will pay for all **legal expenses** arising out of or in connection with the same, or related **civil suit(s)**.

2. Medical Waste Legal Expense Reimbursement Limit – Annual Aggregate



Subject to provision 1. above, the “annual aggregate **legal expenses**” limit stated on the Declarations under GL Supplementary Benefit is the maximum amount we will pay for all **legal expenses** on account of all **civil suits** first brought during each annual **policy period**.

The “each suit **legal expenses**” and “annual aggregate **legal expenses**” limits apply collectively for the **named insured**, and all other **insureds** who qualify for coverage under the policy.

All **civil suits** shall be considered first brought during the **policy period** in which the earliest **civil suit** arising out of the same or related **medical waste incident(s)** was filed, and all such **civil suits** shall be subject to the same limits of liability.

II. Section VII, Notice and Reporting of the General Terms and Conditions is amended by the addition of following:

As a condition precedent to our obligations under this policy, if a **civil suit** is brought against any **insured** during the **policy period** such **insured** must provide us, or our Program Administrator, written notice of such **civil suit** as soon as practicable. Notice of any **civil suit** must include the following:

- (i) specifics of the **civil suit**, including the identity of the court or tribunal and all parties to the **civil suit**, and the date the notice of the **civil suit** was received; and
- (ii) copies of any demands, notices, summonses or legal papers received in connection with the **civil suit**.

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.