

ENDORSEMENT NO. 13

This endorsement, effective 12:01 AM: July 16, 2021

Forms a part of policy no: 6798344

Issued to: EDTHEORY, LLC

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided by the Policy:

The following is only added to Section II. **WHO IS AN INSURED** of the Coverage Parts as indicated by an "X" below:

HEALTHCARE PROFESSIONAL LIABILITY COVERAGE PART

HEALTHCARE GENERAL LIABILITY COVERAGE PART

The person or organization shown in the Schedule below is included as an additional **Insured** if **you** are obligated by virtue of a written contract, executed prior to the **medical incident, occurrence** or offense, to provide insurance to such person or organization of the type afforded by this Policy, but only with respect to liability arising out of operations conducted by **you** or on **your** behalf.

In the event that the Limits of Insurance provided by this Policy exceed the Limits of Insurance required by the written contract, the insurance provided by this endorsement shall be limited to the Limits of Insurance (inclusive of any applicable self insured retention) required by the written contract. The Limits of Insurance (inclusive of any applicable self insured retention) provided by this Policy shall not be increased for any reason, including any failure, refusal or inability of any self insurance/**Insured** to pay any amounts due thereunder. This endorsement shall not increase the Limits of Insurance shown in the Declarations pertaining to the coverage provided herein.

Any coverage provided by this endorsement to an additional **Insured** shown in the Schedule below shall be excess over any other valid and collectible insurance or self insured retention available to the additional **Insured** whether primary, excess, contingent or on any other basis, unless the written contract with the additional **Insured** specifically requires that this insurance be primary and non-contributory with any other insurance carried by the additional **Insured**. In such case, this insurance shall be primary and non-contributory with any other insurance carried by the additional **Insured**.

In the event of payment under the Policy, **we** waive our right of subrogation against any person or organization shown in the Schedule below where the **Named Insured** has waived liability of such person or organization as part of the written contract between the **Named Insured** and such person or organization.


In accordance with the terms and conditions of the Policy, as soon as practicable, each additional **Insured** must give **us** prompt notice of any **medical incident, occurrence** or offense which may result in a **claim**, forward all legal papers to **us**, cooperate in the defense of any actions, and otherwise comply with all of the Policy's terms and conditions. Failure to comply with this provision may, at **our** option, result in the **claim** or **suit** being denied.

SCHEDULE

Name of Additional Insured:

Blanket Additional Insureds per Written Contract

All other terms and conditions of the policy remain the same.

A handwritten signature in black ink, appearing to be "R. B.", written over a horizontal line.

Authorized Representative