SERFF Tracking #: REGU-131860332  State Tracking #:  Company Tracking #: BHSIC-PPH-19

| State: | District of Columbia | Filing Company: | Berkshire Hathaway Specialty Insurance Company |
| TOI/Sub-TOI: | 11.0 Med Mal-Claims Made and Occurrence/11.0000 Med Mal Sub-TOI Combinations | Product Name: | Professional Protection Healthcare (PPH) |
| Project Name/Number: | Professional Protection Healthcare (PPH) - 2019 Update Filing/BHSIC-PPH-19 |

**Filing at a Glance**

- **Company:** Berkshire Hathaway Specialty Insurance Company
- **Product Name:** Professional Protection Healthcare (PPH)
- **State:** District of Columbia
- **TOI:** 11.0 Med Mal-Claims Made and Occurrence
- **Sub-TOI:** 11.0000 Med Mal Sub-TOI Combinations
- **Filing Type:** Form
- **Date Submitted:** 03/14/2019
- **SERFF Tr Num:** REGU-131860332
- **SERFF Status:** Closed-APPROVED
- **State Tr Num:**
- **State Status:**
- **Co Tr Num:** BHSIC-PPH-19
- **Effective Date Requested (New):** 10/01/2019
- **Effective Date Requested (Renewal):** 01/01/2020
- **Author(s):** Jeremy Battles, Jason Graciolett
- **Reviewer(s):** Carmen Belen (primary)
- **Disposition Date:** 04/12/2019
- **Disposition Status:** APPROVED
- **Effective Date (New):** 10/01/2019
- **Effective Date (Renewal):** 01/01/2020
Project Name: Professional Protection Healthcare (PPH) - 2019 Update Filing

Status of Filing in Domicile: Pending

Project Number: BHSIC-PPH-19

Domicile Status Comments:

Reference Organization:

Reference Number:

Advisory Org. Circular:

Filing Status Changed: 04/12/2019

State Status Changed:

Deemer Date:

Created By: Jeremy Battles

Submitted By: Jeremy Battles

Corresponding Filing Tracking Number: REGU-131860333

Filing Description:

Berkshire Hathaway Specialty Insurance is filing form revisions to its Professional Protection – Healthcare medical malpractice liability product for allied health professionals to improve readability and to update coverages and form language to better align with market expectations. A corresponding rate/rule revisions filing was submitted separately, as required.

Among other improvements, BHSI will be reducing the number of base policy forms from four to two and will only offer an occurrence-based policy form and a claims made and reported policy form. Several new endorsements are also being introduced to address telemedicine and cosmetics procedures coverage directly. A full forms schedule, including descriptions of each of these revised and/or newly introduced forms is attached to this filing.

Company and Contact

Filing Contact Information

Jeremy Battles, Vice President
jeremybattles@ircllc.com
214 W 29th Street
2nd Floor
New York, NY 10001

Filing Company Information

(This filing was made by a third party - insuranceregulatoryconsultantsllc)

Berkshire Hathaway Specialty Insurance Company
CoCode: 22276
1314 Douglas Street
Suite 1400
Omaha, NE 68102-1944
(402) 916-3000 ext. [Phone]

State of Domicile: Nebraska

Company Type: Stock

State ID Number:

FEIN Number: 63-0202590

Filing Fees

Fee Required? No
Retaliatory? No
Fee Explanation:
Correspondence Summary

Dispositions

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Objection Letters and Response Letters

Objection Letters

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PDF Pipeline for SERFF Tracking Number REGU-131860332 Generated 09/17/2019 11:59 PM
Disposition

Disposition Date: 04/12/2019
Effective Date (New): 10/01/2019
Effective Date (Renewal): 01/01/2020
- Effective Date (New) changed from 06/15/2019 to 10/01/2019 and Effective Date (Renewal) changed from 09/15/2019 to 01/01/2020 by Belen, Carmen on 09/03/2019.
Status: APPROVED

Comment:
Rate data does NOT apply to filing.

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Dear Jeremy Battles,

**Introduction:**
Thank you for your filing submission.

**Objection 1**
- GENERAL LIABILITY COVERAGE PART, SBC-GL-001-012019, 012019 (Form)
- Professional Protection Policy – Healthcare Coverage Part - CLAIMS MADE AND REPORTED, SBC-PPH-001-012019, 012019 (Form)
- Professional Protection Policy – Healthcare Coverage Part - OCCURRENCE, SBC-PPH-002-012019, 012019 (Form)

Comments: Please advise regarding compliance with the District of Columbia’s cancellation/nonrenewal provisions which state:

"CANCELLATION AND NON-RENEWAL: Filings affected by Cancellation and Non-renewal notice must adhere to the -30 Day Mandatory Notice for Cancellation or Non-renewal regardless of the reason for termination, including non-payment of premiums. (26 DCMR Chapter 3, applies to all property and casualty insurance except motor vehicle insurance, which is covered under D.C. Code 31-2409.)"

**Conclusion:**
Please advise if you have any questions or concerns. Thanks!

Sincerely,
Carmen Belen
Response Letter

Response Letter Status: Submitted to State
Response Letter Date: 04/11/2019
Submitted Date: 04/11/2019

Dear Carmen Belen,

Introduction:

This submission is in response to your April 1st objection letter. We have reviewed your objection and have the following response:

Response 1

Comments:

Please see the District of Columbia Amendatory Endorsement that we would like to introduce to address the stated requirements. The Amendatory Endorsement has been updated with notice provisions that satisfy the District of Columbia's cancellation/nonrenewal provisions. Please contact me if you have any questions. Thank you.

Sincerely,

Jeremy W. Battles, CPCU
Insurance Regulatory Consultants, LLC
Phone: (212) 571-3884
E-mail: jeremybattles@ircllc.com

Related Objection 1

 Applies To:
- GENERAL LIABILITY COVERAGE PART, SBC-GL-001-012019, 012019 (Form)
- Professional Protection Policy Healthcare Coverage Part - CLAIMS MADE AND REPORTED, SBC-PPH-001-012019, 012019 (Form)
- Professional Protection Policy Healthcare Coverage Part - OCCURRENCE, SBC-PPH-002-012019, 012019 (Form)

Comments: Please advise regarding compliance with the District of Columbia's cancellation/nonrenewal provisions which state:

"CANCELLATION AND NON-RENEWAL: Filings affected by Cancellation and Non-renewal notice must adhere to the -30 Day Mandatory Notice for Cancellation or Non-renewal regardless of the reason for termination, including non-payment of premiums. (26 DCMR Chapter 3, applies to all property and casualty insurance except motor vehicle insurance, which is covered under D.C. Code 31-2409.)"

Changed Items:

No Supporting Documents changed.
No Rate/Rule Schedule items changed.

**Conclusion:**

Please contact me if you have any questions. Thank you.

Sincerely,

Jeremy W. Battles, CPCU
Insurance Regulatory Consultants, LLC
Phone: (212) 571-3884
E-mail: jeremybattles@ircllc.com

Sincerely,

Jeremy Battles
**Amendment Letter**

Submitted Date: 03/28/2019

Comments:
The footer on pages 2 & 3 of the attached endorsement has been corrected.

**Changed Items:**

**Form Schedule Item Changes**

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**Previous Version**

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No Rate Schedule Items Changed.

No Supporting Documents Changed.
Note To Reviewer

Created By:
Jeremy Battles on 09/12/2019 07:20 AM

Last Edited By:
Jeremy Battles

Submitted On:
09/12/2019 07:21 AM

Subject:
Effective Date Changed

Comments:
Due to system implementation reasons, Berkshire Hathaway Specialty Insurance Company kindly requests that the effective dates for this filing be revised to:

New Business: 12/15/2019

Renewal Business: 3/15/2020

Thank you
Note To Filer

Created By:
Carmen Belen on 04/02/2019 01:27 PM

Last Edited By:
Carmen Belen

Submitted On:
04/02/2019 01:27 PM

Subject:
Extension Request

Comments:
Thanks for your note. The objection response date has been extended to 4/15/19.
Hi Carmen - Could we please have a 1 week extension on our response deadline (4/8 extended to 4/15)? Thank you.
## Form Schedule

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<td>LOCATION- OR JOB-SPECIFIC COVERAGE ENDORSEMENT</td>
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<td>PROFESSIONAL PROTECTION POLICY - HEALTHCARE - DECLARATIONS</td>
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<td>DISTRICT OF COLUMBIA AMENDATORY ENDORSEMENT</td>
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<td>Application/Binder/Enrollment</td>
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<td>ADV</td>
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<td>BND</td>
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<td>Canc/NonRen Notice</td>
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<td>Declarations/Schedule</td>
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<td>Endorsement/Amendment/Conditions</td>
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<td>Election/Rejection/Supplemental Applications</td>
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DECLARATIONS AMENDATORY ENDORSEMENT

The following items on the Declarations Page of the policy are deleted and replaced by the following:

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<th>Item:</th>
<th>Replaced by:</th>
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<tbody>
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</table>

All other terms and conditions remain unchanged.
PRIOR ACTS COVERAGE ENDORSEMENT

SCHEDULE

<table>
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<th>Retroactive Date</th>
<th>[Month/Day/Year]</th>
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It is agreed that, in consideration of any endorsement premium change stated above, the Professional Protection Policy – Healthcare Coverage Part is amended as follows:

I. The Professional Liability Coverage agreement is amended by the addition of the following at the end thereof:

   Notwithstanding the foregoing, this coverage agreement will apply to “Medical Malpractice Incidents” first occurring on or after the “retroactive date” and before the end of the “policy period”.

II. The following definition is added:

   “Retroactive date” means the date stated in the SCHEDULE above.

All other terms and conditions of this policy remain unchanged.
It is agreed that:

Pursuant to the Extended Reporting Period conditions stated in the REPORTING OF CLAIMS section of the policy, the following “named insured” has purchased an Optional Extended Reporting Period. The Optional Extended Reporting Period will begin upon termination of the “policy period” and will end after the stated period has elapsed.

<table>
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<tr>
<th>Named Insured</th>
<th>Extended Reporting Period (in months)</th>
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<tbody>
<tr>
<td>[XXXX]</td>
<td>[XXXX]</td>
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</tbody>
</table>

All other terms and conditions of this policy remain unchanged.
ENDORSEMENT DELETION

It is agreed that the endorsements below are deleted from the policy as of the effective date of this endorsement:

[Endorsement Form Reference #]
[Endorsement Title]

[Endorsement Form Reference #]
[Endorsement Title]

[Endorsement Form Reference #]
[Endorsement Title]

[Endorsement Form Reference #]
[Endorsement Title]

All other terms and conditions of the policy remain unchanged.
EXCLUSION OF SPECIFIED ACTIVITIES

It is agreed that the following exclusion is added to the policy and any additional coverage parts and supersedes any provisions to the contrary:

This policy does not apply to any “claim” based upon or arising out of the activities listed below:

<Description of Activities>

All other terms and conditions of the policy remain unchanged.
EXCLUSION OF SPECIFIED PERSONS OR ORGANIZATIONS

It is agreed that the following exclusion is added to the policy and supersedes any provisions to the contrary:

This policy does not apply to any “claim” based upon or arising out of activities of or services performed by any of the following persons or organizations:

<Schedule of Individual(s) or Entity(ies)>

All other terms and conditions of the policy remain unchanged.
MIDTERM LIMITS CHANGE ENDORSEMENT

It is agreed that, in consideration of any endorsement premium change stated above, the Professional Protection Policy – Healthcare Coverage Part is amended as follows:

1. The Limits of Insurance stated on the Declarations for Professional Liability are deleted and replaced as follows:

   $___________ Each Claim
   $___________ Each Named Insured

2. The new Limits of Insurance will only be available for “claims” based upon or arising out of an act, error, omission, event, incident, or “related incident” first occurring on or after the effective date of this endorsement and prior to the termination of the policy.

All other terms and conditions of the policy remain unchanged.
REINSTATEMENT ENDORSEMENT

It is understood and agreed that the policy is reinstated effective [MONTH/DAY/YEAR] at 12:01am local standard time at the address of the “named insured”.

All other terms and conditions of the policy remain unchanged.
POLICY CANCELLATION ENDORSEMENT

It is agreed that this policy is cancelled effective on [MONTH/DAY/YEAR]. Any return of premium due will be calculated and sent pursuant to the terms of the policy.

All other terms and conditions of the policy remain unchanged.
GENERAL LIABILITY COVERAGE PART

THIS COVERAGE PART PROVIDES COVERAGE ON AN OCCURRENCE BASIS, AND SUBJECT TO ITS PROVISIONS, APPLIES ONLY TO CLAIMS WHICH RESULT FROM INJURY OR DAMAGE THAT OCCURRED ON OR AFTER THE INCEPTION DATE OF THE POLICY PERIOD AND PRIOR TO THE EXPIRATION OF THE POLICY PERIOD STATED IN THE DECLARATIONS. DEFENSE COSTS ARE IN ADDITION TO THE LIMIT OF INSURANCE. PLEASE READ THE ENTIRE COVERAGE PART CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.

All terms and conditions of coverage are contained solely within this Coverage Part.

Throughout this Coverage Part the words “you” and “your” refer to the “named insured” shown on the Declarations and any other person or organization qualifying as an “insured” under this policy. The words “we”, “us” and “our” refer to the Company providing this insurance. Headings are provided solely for convenience and do not confer coverage.

In consideration of the payment of the premium and subject to the statements in the Declarations and in the application submitted to us for this policy together with any written materials attached thereto and submitted to us, the parties agree as follows.

COVERAGE AGREEMENTS

COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY AND FIRE LEGAL LIABILITY

• BODILY INJURY AND PROPERTY DAMAGE LIABILITY

We will pay those sums that you become legally obligated to pay as “damages” because of “bodily injury” or “property damage” to which this policy applies. This policy applies to “bodily injury” and “property damage” only if:

1. The “bodily injury” or “property damage” occurs during the policy period, and
2. The “bodily injury” or “property damage” is caused by an “occurrence” relating to your “business entity” shown on the Declarations.

• FIRE LEGAL LIABILITY

We will pay those sums you become legally obligated to pay as “damages” due to “property damage” to structures or portions thereof rented to or leased to or on behalf of the “business entity”, including, but not limited to, fixtures permanently attached thereto, if such “property damage” arises out of fire.

Solely with respect to Fire Legal Liability coverage, exclusions C. through N. do not apply.
COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY

We will pay those sums that you become legally obligated to pay as “damages” because of “personal and advertising injury” to which this policy applies. This policy applies to “personal and advertising injury” caused by an offense relating to your “business entity” shown on the Declarations but only if the offense was committed in the “coverage territory” during the policy period.

COVERAGE EXTENSIONS

Payments made under these Coverage Extensions are in addition to and do not reduce the Limits of Insurance shown on the Declarations.

A. Incidental Medical Expenses

We will pay up to $5,000 in reasonable and necessary incidental medical expenses per person (other than an “insured”, an “employee” or a family member of an “insured”), to each person who sustains “bodily injury”, during the policy period, caused by an “occurrence” in connection with your “business entity” or practice shown on the Declarations while on a premises owned by or rented to you or on premises that are immediately adjacent to premises you own or rent; provided:

1. Such incidental medical expenses are incurred and reported to us within one (1) year of the date of the “occurrence”; and
2. Any person who sustained such “bodily injury” submits to examination, at our expense, by physicians of our choice as we reasonably require.

The maximum amount payable under this Coverage Extension is $100,000.

B. Wage Loss/Deposition Expense Coverage

We will reimburse you for actual lost wages and reasonable and necessary costs and expenses incurred by you to attend any deposition, trial, hearing, or arbitration proceedings at our request in connection with the defense of a covered “claim” against you.

The maximum amount payable under this Coverage Extension is $1,000 per day subject to a maximum amount payable under this Coverage Extension of $50,000 in the aggregate per “policy period.”

C. Bonds

With respect to a “claim” against an “insured” that we investigate or settle, or a “suit” against an “insured” that we defend, we will pay:

The cost of:

1. Bail bonds; or
2. Bonds required to:
   a. Appeal judgments; or
   b. Release attachments;

but only for bond amounts within the available Limit of Insurance. We do not have to furnish these bonds.
DEFENSE AND SETTLEMENT

We shall have the right and duty to defend any “suit” against you that seeks “damages” covered by this policy, even if the “suit” is groundless, false or fraudulent; however we will not be obligated to pay any judgment or defend any “suit” after the applicable Limit of Insurance has been exhausted by payment of “damages”.

When we assume the defense of any “suit”, we will select and assign defense counsel and pay covered “defense costs”. We may negotiate and settle any “claim” as we deem expedient.

We have the right but not the duty to investigate any “occurrence” or offense reported to us, which may give rise to a “claim” to which this policy may apply. If we exercise this right, we will do so at our own expense.

We shall have the right but not the duty to appeal any judgment.

LIMITS OF INSURANCE

- **Aggregate Policy Limit of Insurance**
  The Aggregate Policy Limit of Insurance shown on the Declarations is the most we will pay for all “damages” under this policy regardless of the number of: “insureds”; “claims” made or “suits” brought; persons or entities making “claims” or bringing “suits”; or coverages that apply.

- **Each Occurrence Limit of Insurance**
  Subject to the Aggregate Policy Limit of Insurance:

  1. The Each Occurrence Limit of Insurance shown on the Declarations is the most we will pay under the Bodily Injury and Property Damage Liability coverage agreement for all “damages” arising out of any one “occurrence”.

  2. The Personal and Advertising Injury Limit shown on the Declarations is the most we will pay under the Personal and Advertising Injury Liability coverage agreement for all “damages” arising out of any one offense.

  3. The Aggregate Fire Legal Liability Limit of Insurance shown on the Declarations is the most we will pay under the for “damages” arising out of any one “occurrence” resulting in “property damage” to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner. More than one “claim” involving the same “occurrence” or offense or “related occurrence” by one or more “insured” shall be considered a single “occurrence” that is subject to one Limit of Insurance and the the Aggregate Limit of Insurance in effect when the first “occurrence”, offense or “related occurrence” occurred.

- “Defense costs” shall be in addition to the Limits of Insurance shown on the Declarations and shall not reduce the Limits of Insurance.
NOTICE

• Notice of a Claim

As a condition precedent to your rights under this policy with respect to a “claim”, you must give us notice in writing as soon as practicable after you first learn of such “claim”. In addition, you must promptly send us copies of any demands, notices, summonses or legal papers received in connection with the “claim”; authorize us to obtain records and other information; cooperate with us in the investigation or settlement of the “claim” or defense against the “suit”; and assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to you because of “bodily injury”, “property damage” or “personal and advertising injury” to which this policy may also apply.

• Notice of a Potential Claim

If you learn of an “occurrence”, offense, or circumstance which may result in a “claim”, you must give us notice as soon as practicable thereafter. To the extent possible, notice should include: how, when and where the “occurrence”, offense or circumstance took place; and the nature and location of any injury or “damage” arising out of the “occurrence”, offense or circumstance.

EXCLUSIONS

Solely with respect to COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY AND FIRE LEGAL LIABILITY, this insurance does not apply to:

A. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the “insured”. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

B. Contractual Liability

"Bodily injury" or "property damage" for which the “insured” is obligated to pay “damages” by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for “damages”:

1. That the “insured” would have in the absence of the contract or agreement; or

2. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be “damages” because of "bodily injury" or "property damage", provided:

   a. Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
b. Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this policy applies are alleged.

C. Liquor Liability

"Bodily injury" or "property damage" for which any “insured” may be held liable by reason of:

1. Causing or contributing to the intoxication of any person;
2. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
3. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

However, this exclusion does not apply to “bodily injury” and “property damage” arising out of the giving or serving of alcoholic beverages at functions incidental to the operation of the “business entity” shown on the Declarations.

D. Workers' Compensation and Similar Laws

Any obligation of the “insured” under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

E. Employer's Liability

"Bodily injury" to:

1. An "employee" of the “insured” arising out of and in the course of:
   a. Employment by the “insured”; or
   b. Performing duties related to the conduct of the “insured's” business; or
2. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph 1. above.

This exclusion applies whether the “insured” may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury. This exclusion does not apply to liability assumed by the “insured” under an “insured contract”.

F. Pollution

1. Any “bodily injury” or “property damage” arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of “pollutants” anywhere at any time;
2. Any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that the “insured” or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of “pollutants”; or
3. Any loss, cost or expense arising out of any claim or “suit” by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to, or assessing the effects of “pollutants”.

G. Aircraft, Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any “insured”. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any “insured” allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that “insured”, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any “insured”.

This exclusion does not apply to:

1. A watercraft while ashore on premises you own or rent;
2. A watercraft you do not own that is:
   a. Less than 26 feet long; and
   b. Not being used to carry persons or property for a charge;
3. Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the “insured”;
4. Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
5. "Bodily injury" or "property damage" arising out of:
   a. The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
   b. The operation of any of the machinery or equipment listed in Paragraph N.2 or N.3 of the definition of "mobile equipment".

H. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

1. The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any “insured”; or
2. The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.
I. War

"Bodily injury" or "property damage", however caused, arising directly or indirectly out of:

1. War, including undeclared or civil war;
2. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
3. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

J. Damage to Property

"Property damage" to:

1. Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
3. Property loaned to you;
4. Personal property in the care, custody or control of the “insured”;
5. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs 1., 3. and 4. of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days.

Paragraph 2. of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 3., 4., 5. and 6. of this exclusion do not apply to liability assumed under a sidetrack agreement.

K. Damage to Your Product

"Property damage" to "your product" arising out of it or any part of it.

L. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it.
M. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

1. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
2. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

N. Recall of Products, Work Or Impaired Property

"Damages" claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

1. "Your product";
2. "Your work"; or
3. "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

O. Personal and Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

P. Electronic Data

"Damages" arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data. However, this exclusion does not apply to liability for "damages" because of "bodily injury".

As used in this exclusion, electronic data includes, but is not limited to, information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

Q. Violation of Communication or Information Law

"Bodily injury" or "property damage" arising directly or indirectly out of any act that violates any statute, ordinance or regulation of any federal, state or local government, including any amendment of or addition to such laws that prohibits or limits the sending, transmitting or communicating of material or information.

R. Products-Completed Operations Hazard

"Bodily injury" or "property damage" included within the "products-completed operations hazard" including, but not limited to, any loss, cost, defense fee, expense, injury, damage, claim, dispute or
“suit” caused by, resulting from, or associated with, directly or indirectly, such “bodily injury” or “property damage”.

Solely with respect to COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, this insurance does not apply to:

S. **Knowing Violation of Rights of Another**

"Personal and advertising injury" caused by or at the direction of the “insured” with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

T. **Material Published With Knowledge of Falsity**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the “insured” with knowledge of its falsity.

U. **Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the “policy period”.

V. **Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the “insured”.

W. **Contractual Liability**

"Personal and advertising injury" for which the “insured” has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the “insured” would have in the absence of the contract or agreement.

X. **Breach of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

Y. **Quality or Performance Of Goods – Failure To Conform To Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

Z. **Wrong Description of Prices**

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

AA. **Infringement of Copyright, Patent, Trademark Or Trade Secret**

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

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Includes copyrighted material of Insurance Services Office, Inc., with its permission.
However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

BB. Insureds in Media and Internet Type Businesses

"Personal and advertising injury" committed by any “insured” whose business is:

1. Advertising, broadcasting, publishing or telecasting;
2. Designing or determining content of web sites for others; or
3. An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 1., 2. and 3. of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

CC. Electronic Chatrooms or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the “insured” hosts, owns, or over which any “insured” exercises control.

DD. Unauthorized Use of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

EE. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

Any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that any “insured” or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

Any loss, cost or expense arising out of any claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

FF. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

War, including undeclared or civil war;

Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

GG. Violation of Communication or Information Law

"Personal and advertising injury" arising directly or indirectly out of any act that violates any statute, ordinance or regulation of any federal, state or local government, including any amendment of or addition to such laws that prohibits or limits the sending, transmitting or communicating of material or information.

With respect to all Coverage Agreements, this insurance does not apply to:

HH. Asbestos

“Bodily injury”, “property damage” or “personal and advertising injury” for the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos containing products or materials, asbestos fibers or asbestos dust;

“Bodily injury”, “property damage” or “personal and advertising injury” for any obligation to, by or from any “insured” to indemnify any “suit”, claim or similar proceeding arising out of, resulting from, or in any way related to the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust;

“Bodily injury”, “property damage” or “personal and advertising injury” for any obligation to defend any “suit”, claim or similar proceeding against any “insured” for the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust;

“Bodily injury”, “property damage” or “personal and advertising injury” for any obligation to, by or from any “insured” to pay any loss, cost or expense arising out of, resulting from, or in any way related to the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust.

II. Lead

“Bodily injury”, “property damage” or “personal and advertising injury” for the defense, indemnity, loss, cost or expense arising out of, resulting from, or in any way related to the exposure, manufacture, mining, use, sale, removal, or distribution of lead or lead-containing products, materials or substances. This exclusion applies to all forms of lead, including but not limited to solid, liquid, vapor and fumes.

JJ. Silica

“Bodily injury”, “property damage”, “personal and advertising injury”, sickness, disease, occupational disease, disability, shock, death, mental anguish or mental injury, and/or any other type of injury, loss, cost, damage, or expense sustained by any person for the real or alleged emergence, contraction, aggravation or exacerbation of any form of silicosis or any other disease of the human body caused by, arising out of, resulting from, or in any way related to the manufacture, mining, use, sale, removal, or distribution by any person or organization of silica, silica products, silica powder including nano silica powder silica fibers or silica dust, or the exposure to silica, silica products, silica
fibers or silica dust; or

Any obligation to defend, indemnify or pay any loss, cost or expense for such "bodily injury", "property damage", "personal and advertising injury", sickness, disease, occupational disease, disability, shock, death, mental anguish or mental injury, at any time caused by, arising out of, resulting from, or in any way related to the manufacture of, mining of, use of, sale of, removal of, distribution of, or exposure to silica, silica products, silica powder including nano silica powder, silica fibers or silica dust.

For purposes of this exclusion, silica means silicon dioxide, whether occurring in crystalline, amorphous and impure forms, silica particles, silica powder including nano silica powder, silica dust, silica fibers or silica compounds.

**KK. Professional Services**

“Damages” or “defense expenses” resulting from injury or damage caused by or arising out of an “insured’s” or “additional insured’s” providing or failure to provide any “professional service”.

**LL. Discrimination, Humiliation, Harassment**

Any “bodily injury”, “property damage”, “personal and advertising injury” or any other “damages”, “defense expenses”, liability or “claim” in any way arising out of, resulting from, or associated with:

1. Any discrimination of any kind, including, but not limited to, any discrimination based on race, color, creed, sex, religion, age, national origin, physical impairment, sexual preference; and

2. Any humiliation or mental anguish arising out of, resulting from, or associated with any such discrimination;

whether or not it is an actual or alleged violation of any federal, state or local government law, statute, regulation or common law prohibiting such discrimination.

**MM. Confidential or Personal Information Disclosure**

“Bodily injury”, “property damage”, “personal and advertising injury”, “damages”, “defense expenses” or any other loss, cost or expense arising out of or resulting from any actual or alleged:

1. unauthorized or improper access to, collection, use or disclosure of, or failure to protect any non-public confidential or personal information in any form, including electronic data. This includes, but is not limited to, any patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, or any other type of non-public information; or

2. violation of any statute, regulation, common-law, or any other law regulating or protecting access to, collection, use or disclosure of, or failure to protect any non-public confidential or personal information in the form of electronic data.

This exclusion applies to, among other things, damages or amounts associated with any notification costs, credit monitoring expenses, forensic expenses, public relations expenses, or any other loss, cost or expense, whether incurred by you or others, arising out of any access to, collection, use or
disclosure of, or failure to protect any non-public confidential or personal information that is subject to this exclusion.

As used in this exclusion, electronic data includes, but is not limited to, information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

OTHER INSURANCE

If other valid and collectible insurance is available to the “insured” for a loss we cover under this policy, our obligations are limited as follows:

A. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

B. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
   a. That is Fire, Extended Coverage, Builder’s Risk, Installation Risk or similar coverage for "your work";
   b. That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
   c. That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
   d. If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion G.

2. Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

3. When this insurance is excess, we will have no duty under this policy to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the “insured's” rights against all those other insurers.

4. When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
a. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

b. The total of all deductible and self-insured amounts under all that other insurance.

5. We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown on the Declarations of this policy.

C. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

CONDITIONS

Assignment

Your rights and duties under this policy may not be transferred or assigned without our written consent. If you die or are legally declared bankrupt, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative.

Assistance and Cooperation

You must cooperate with us and provide us all information which we reasonably request, including, but not limited to, attending hearings, depositions, and trials and assistance in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and conducting the defense of any “claim” or other proceeding covered by this policy. You must do nothing that may prejudice our position.

No “insured” will, except at that “insured’s” own cost, voluntarily make a payment, assume any obligation, or incur any expense in connection with a “claim” except at our request or prior consent.

Authorization; Changes to Policy

The “named insured” listed first on the Declarations is authorized to act on behalf of all other “insureds” with respect to the giving and receiving of any notice provide for in this policy, the payment of premiums and the receipt of any return premiums that may become due, and the agreement to and acceptance of endorsements and other changes to the policy.

By acceptance of this policy, the “insureds” and we agree that this policy (including the Declarations and application) and any written endorsements attached hereto constitute the entire agreement between the parties. This policy can be changed only by endorsement to the policy.
Bankruptcy

Your bankruptcy, insolvency or inability to pay will not relieve us from the payment of loss covered by this policy.

Cancellation and Renewal

1. Cancellation
   a. The “named insured” may cancel this policy by sending us notice of cancellation at the address on the Declarations. Such notice must indicate the effective date of cancellation.
   b. We may cancel this policy for any reason allowable by state law. If we cancel, we will provide notice of cancellation to the “named insured” at the address stated on the Declarations. If we cancel because of non-payment of premium, we will notify the “named insured” at least ten days before the effective date of cancellation when the cancellation is to take effect. If we cancel for any other reason, we will notify the “named insured” at least 60 days before the effective date of cancellation when the cancellation is to take effect.
   c. We will send the “named insured” any applicable refund of premium at the address shown on the Declarations as soon as practicable thereafter. Cancellation will be effective even if no premium refund is available.

2. Non-Renewal

   If we decide not to renew this policy, we will notify the “named insured” of our decision at least 60 days prior to the effective date of renewal. If notice is mailed, proof of mailing will be sufficient proof of notice.

Change in Operations

If during the “policy period”:

1. The first “named insured” shown on the Declarations consolidates with or merges into, or sells all or substantially all of its assets to any person or entity; or

2. Any person or entity acquires an amount of the outstanding ownership interests representing more than fifty percent (50%) of the voting or designation power for the election of directors of the first “named insured” shown on the Declarations, or acquires the voting or designation rights of such an amount of ownership interests;

this policy will continue in full force and effect as to occurrence or “offense” that occur prior to the effective date of such transaction.

Coverage will be afforded by this policy for an occurrence or “offense” that occurs on or after the effective date of such transaction if the “named insured” notifies us of the transaction no later than ninety (90) days after the effective date of the transaction. An additional premium may apply.

If the “named insured” fails to notify us and pay any additional premium required within ninety (90) days of the effective date of such transaction, coverage afforded by this policy will cease on the ninetieth (90th) day after the effective date of such transaction at 12:01 am standard time of the address of the “named insured” shown on the Declarations or the end of the “policy period”, whichever is earlier.
The provisions of this condition shall only apply to transactions with third parties not under control or ownership of the “named insured” on the inception date of this policy.

**Coverage Territory**

This policy applies to “bodily injury” or “property damage” only if the “bodily injury” or “property damage” is caused by an “occurrence” that takes place in the “coverage territory” during the “policy period”.

This policy applies to “personal and advertising injury” caused by an offense arising out of your business but only if the offense was committed in the “coverage territory” during the “policy period”.

**Legal Actions Against Us**

No person or entity has a right under this policy to join us as a party or otherwise bring us into a suit asking for “damages” from you, or to sue us under this policy, unless all of its terms have been fully complied with.

A person or entity may sue us to recover on an agreed settlement or on a final judgment against you, but we will not be liable for “damages” that are not payable under this policy or that are in excess of the applicable Limits of Insurance of this policy. An agreed settlement means a settlement and release of liability signed by us, you and the claimant or the claimant’s legal representative.

**Prior Knowledge**

This policy applies to a “claim” only if, prior to the inception date of the policy, no “insured” had any knowledge of any “occurrence”, offense or circumstance, that a reasonable person might expect would result in such “claim”.

Knowledge of an “occurrence”, offense or “claim” by an agent, servant or “employee” of yours or any other person shall not in itself constitute knowledge by the first “named insured”, unless a “notice insured” shall have received notice of it from said agent, servant, “employee” or any other person.

**Separation of Insureds**

Except with respect to the Limit of Insurance and any other rights or duties specifically assigned to the first “named insured” shown on the Declarations, this policy applies:

- As if each “named insured” were the only “named insured;” and
- Separately to each “insured” against whom a “claim” is made.

**Subrogation and Transfer of Rights of Recovery**

If we make any payment under this policy, we shall be subrogated to all of your rights against any person or entity, including the right to participate with you in the exercise of all of your rights of recovery. You shall deliver instruments and papers to us and do whatever else is necessary to secure such rights.

We will not exercise any such rights against any persons, firms, or corporations included in the definition of an “insured” or against any other entities if prior to a “claim”, a waiver of subrogation was so required and accepted under a specific written contractual undertaking by you.

Any recovery obtained through subrogation, after expenses incurred in such subrogation are deducted by the party bearing the expense, reimbursement will be made in the following order:
1. First, to any interest who has paid any amount in excess of the Limit of Insurance provided under this policy;

2. Next, to us; and

3. Then to any interest as is entitled to claim the remainder, if any.

Violation of Economic or Trade Sanctions

If any coverage provided under this policy would be in violation of any United States of America economic or trade sanctions, including but not limited to, sanctions administered and enforced by the United States Treasury Department’s Office of Foreign Assets Control (“OFAC”), then that coverage shall be null and void.

DEFINITIONS

“Advertisement” means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition, the following are considered “advertisements”:

- Notices that are published include material placed on the Internet or on similar electronic means of communication; and

- Regarding web-sites, only those parts of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters.

“Auto” means any land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it was licensed or principally garaged. “Mobile equipment” is not included.

“Bodily injury” means bodily injury, sickness or disease, mental anguish, psychological injury or emotional distress sustained by any person, including death at any time resulting therefrom.

“Business entity” includes the entity scheduled in the Declarations, provided that it is operated for the purpose of engaging in the profession stated.

“Claim” means:

- a written demand against you for monetary and non-monetary (including injunctive) relief due to an “occurrence”; or

- a “suit”.

“Coverage Territory” means:

1. The United States of America (including its territories and possessions), Puerto Rico and Canada;

2. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places stated above; or

3. All other parts of the world if the injury or damage arises out of:
a. Goods or products made or sold by you in the territory described in paragraph 1 above;

b. The activities of a person whose home is in the territory described in paragraph 1 above, but is away for a short time to further the activities of the “business entity”; or

c. “Personal and advertising injury” offenses that take place through the Internet or similar electronic means of communication; provided the insured’s responsibility to pay damages is determined in a "suit" on the merits, in the territory described in paragraph 1 above or in a settlement we agree to.

However, if coverage for a claim under this policy is in violation of any United States of America's economic or trade sanction, including, but not limited to, sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") then coverage for that claim shall be null and void.

“Damages” mean a monetary judgment, award or settlement, including punitive and exemplary “damages” where insurable by law. “Damages” includes pre-judgment and post-judgment interest awarded against you on that part of the judgment we pay. “Damages” does not include:

1. Fines, sanctions, penalties;
2. Taxes or tax penalties;
3. Any amount which an “insured” is legally absolved from payment; or
4. Any amount not insurable under the law pursuant to which this policy shall be construed.

“Defense costs” means reasonable and necessary fees, costs and expenses in the defense or appeal of a “claim” or proceeding brought against you.

“Employee” means a person who is engaged by you to perform work under your direction and on behalf of the “business entity”. “Employee” includes a “temporary worker” or volunteer.

“Family member” means any:

1. spouse, domestic partner or companion;
2. parent or parent of the spouse; or
3. sibling or child;

of the “insured”.

“Impaired property” means tangible property, other than “your product” or “your work”, that cannot be used or is less useful because:

- it incorporates “your product” or “your work” that is known or is thought to be defective, deficient, inadequate or dangerous; or
- you have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal or “your product” or “your work” or your fulfilling the terms of the contract or agreement.

“Insured” means the “named insured” or any person or organization shown on the Declarations.

“Insured contract” means:
1. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. A sidetrack agreement;

3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. An elevator maintenance agreement;

6. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement. However, this paragraph does not include that part of any contract or agreement that:
   a. indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
   b. indemnifies an architect, engineer or surveyor for injury or damage arising out of:
      i. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
      ii. Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
      iii. Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in ii. above and supervisory, inspection, architectural or engineering activities.

"Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

2. Vehicles maintained for use solely on or next to premises you own or rent;

3. Vehicles that travel on crawler treads;

4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
a. Power cranes, shovels, loaders, diggers or drills; or
b. Road construction or resurfacing equipment such as graders, scrapers or rollers;

5. Vehicles not described in Paragraphs 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
   a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
   b. Cherry pickers and similar devices used to raise or lower workers;

6. Vehicles not described in Paragraphs 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

1. Equipment designed primarily for:
   a. Snow removal;
   b. Road maintenance, but not construction or resurfacing; or
   c. Street cleaning;

2. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

3. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

“Named insured” means the person or business entity scheduled in the Declarations.

“Occurrence” means an accident, including continuous or repeated exposure to substantially the same general conditions.

“Personal and advertising injury” means injury arising out of one or more of the following offenses:

1. False arrest, detention or imprisonment;

2. Malicious prosecution;

3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

4. Oral or written publication in any manner, of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products or services;
5. Oral or written publication, in any manner, of material that violates a person’s right of privacy;
6. The use of another’s advertising idea in the “business entity’s” advertisements; or
7. Infringing upon another’s copyright, trade dress or slogan in the “business entity’s” advertisement.

“Policy period” means the period of time from the inception date shown on the Declarations to the earlier of the expiration date shown on the Declarations or the effective date of termination of this policy.

“Pollutants” means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

“Property damage” means:

1. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that cause it; or
2. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the “occurrence” that caused it.

For purposes of this insurance, electronic data is not tangible property. As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, DD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

“Related occurrence” means any actual or alleged separate or series of “occurrences” directly arising out of or related to the same or similar service, transaction, event, representation, statement, practice, advice, decision or circumstances.

“Suit” means a civil proceeding in which damages because of “bodily injury”, “property damage” or “personal and advertising injury” to which this insurance applies. “Suit” includes an arbitration proceeding or other alternative dispute resolution proceeding in which such damages are claimed and to which the “insured” must submit or does submit with our consent.

“Temporary worker” means a person who is furnished to you to substitute for a permanent “employee” on leave or to meet seasonal or short-term workload conditions.

“Your product” means:

1. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
   a. You;
   b. Others trading under your name;
   c. A person or organization whose business or assets you have acquired; and
2. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

“Your product” includes:

1. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of “your product”; and

2. The providing of or failure to provide warnings or instructions.

“Your product” does not include vending machines or other property rented to or located for the use of others but not sold.

“Your work” means:

1. Work or operations performed by you or on your behalf; and

2. Materials, parts or equipment furnished in connection with such work or operations;

and also including:

1. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of “your work”; and

2. The providing of or failure to provide warnings or instructions.
CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

The following provisions apply with respect to the General Liability Coverage Part of this policy:

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed $100 billion in a Calendar Year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means any act that is certified by the United States Secretary of the Treasury, in consultation with the United States Secretary of Homeland Security, and the United States Attorney General, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

All other terms and conditions of this policy remain unchanged.
HIRED AUTO AND NON-OWNED AUTO LIABILITY ENDORSEMENT

It is agreed that, solely as respects the coverage afforded by this endorsement, and in consideration of the payment of [XXXXXX] additional premium, the Professional Protection Policy – General Liability Coverage Part is amended as follows:

I. Coverage A – Bodily Injury and Property Damage Liability is amended to add the following at the end thereof:

   The insurance provided under Coverage A - Bodily Injury and Property Damage Liability applies to “bodily injury” or “property damage” arising out of:
   • the maintenance or use of a “hired auto” by you or your “employees” in the course of your business; and
   • the use of any “non-owned auto” in your business by any person.

II. The following exclusions are amended as follows:

1. Exclusions E. and J. are deleted and replaced by the following:

   Employer’s Liability
   a. “Bodily injury” to:
      (1) An “employee” of the insured arising out of and in the course of:
          (a) Employment by the “insured”; or
          (b) Performing duties related to the conduct of the “insured’s” business; or
      (2) The spouse, child, parent, brother or sister of that “employee” as a consequence of Paragraph (1) above.

   This exclusion applies:
   (1) Whether the “insured” may be liable as an employer or in any other capacity; and
   (2) To any obligation to share damages with or repay someone else who must pay damages because of injury.

   This exclusion does not apply to:
   (1) Liability assumed by the “insured” under an “insured contract”; or
   (2) “Bodily injury” arising out of and in the course of domestic employment by the “insured” unless benefits for such injury are in whole or in part either payable or required to be provided under any workers’ compensation law.

Damage to Property
a. “Property damage” to:
   (1) Property owned or being transported by, or rented or loaned to the “insured”; or
   (2) Property in the care, custody or control of the insured.

2. For purposes of this endorsement only, Exclusions C., G., H., K., L., M., N., O., P. and Q. do not apply to the coverage provided by this endorsement.

III. The definition of “insured” is deleted and replaced by the following:

   “Insured” means:
   a. You;
   b. Any other person using a “hired auto” with your permission;
   c. For a “non-owned auto”:
      (1) Any partner or “executive officer” of yours;
      (2) Any “employee” of yours;
      but only while such “non-owned auto” is being used in your business; and
   d. Any other person or organization, but only for their liability because of acts or omissions of an “insured” under a., b. or c. above.

However, under no circumstances shall “insured” mean:
   a. Any person engaged in the business of his or her employer for “bodily injury” to any co-“employee” of such person injured in the course of employment, or to the spouse, child, parent, brother or sister of that co-“employee” as a consequence of such “bodily injury”, or for any obligation to share damages with or repay someone else who must pay damages because of the injury;
   b. Any partner or “executive officer” for any “auto” owned by such partner or “executive officer” or a member of his or her household;
   c. Any person while employed in or otherwise engaged in duties in connection with an “auto business” other than an “auto business” you operate;
   d. The owner or lessee (of whom you are a sublessee) of a “hired auto” or the owner of a “non-owned auto” or any agent or “employee” of any such owner or lessee; or
   e. Any person or organization for the conduct of any current or past partnership or joint venture that is not shown as a “named insured” in the Declarations.

IV. The Other Insurance condition is deleted and replaced by the following:

   This insurance is excess over any primary insurance covering the “hired auto” or “non-owned auto”.

V. The following definitions are added to the policy:

   “Auto business” means the business or occupation of selling, repairing, servicing, storing or parking “autos”.
   “Executive officer” means a person holding any of the officer positions created by your charter constitution, bylaws or any other similar governing document.
   “Hired auto” means any “auto” you lease, hire, rent or borrow. This does not include any “auto” you lease, hire, rent or borrow from any of your “employees”, your partners or your “executive officers” or members of their households.
“Non-owned auto” means any “auto” you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes “autos” owned by your “employees”, your partners or your “executive officers”, or members of their households, but only while used in your business or your personal affairs.

All other terms and conditions of the policy remain unchanged.
ADDITIONAL INSURED – LESSORS OF PREMISES

SCHEDULE OF ADDITIONAL INSURED

<table>
<thead>
<tr>
<th>Name and Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Insured</td>
</tr>
<tr>
<td>Designation of Premises</td>
</tr>
<tr>
<td>(Part Leased to You):</td>
</tr>
<tr>
<td>Additional Premium Charge:</td>
</tr>
</tbody>
</table>

It is agreed that, in consideration of any endorsement premium change stated above, the Professional Protection Policy – General Liability Coverage Part is amended as follows:

1. The definition of “Insured” is amended to add the persons or organizations stated in the SCHEDULE OF ADDITIONAL INSURED but only with respect to such person or organization’s vicarious liability arising out of your use or maintenance of that part of the premises leased to you and shown in the Schedule.

2. The coverage afforded by this endorsement is subject to the following additional exclusions:
   
   a. This insurance does not apply to:
      
      i. Any "occurrence" which takes place before you became, or after you cease to be, a tenant in that premises.
      
      ii. Structural alterations, new construction or demolition operations performed by or on behalf of any specified Additional Insured above.
   
   b. However:
      
      i. The insurance afforded to such additional insured only applies to the extent permitted by law; and
      
      ii. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

3. The following provision is added to the LIMITS OF INSURANCE section of the Coverage Part:

   If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
   
   a. Required by the contract or agreement; or
   
   b. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

All other terms and conditions of the policy remain unchanged.
Professional Protection Policy – Healthcare Coverage Part

CLAIMS MADE AND REPORTED

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Professional Protection Policy – Healthcare Coverage Part

CLAIMS MADE AND REPORTED

THIS IS A CLAIMS MADE AND REPORTED POLICY. PLEASE READ THE ENTIRE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED. COVERAGE APPLIES ONLY TO A CLAIM FIRST MADE AGAINST THE INSURED AND REPORTED TO US IN ACCORDANCE WITH THE REPORTING REQUIREMENTS OF THIS POLICY. DEFENSE COSTS ARE IN ADDITION TO THE LIMITS OF INSURANCE.

Throughout this policy the words “you” and “your” refer to the named insured shown in the Declarations and any other person or organization qualifying as an “insured” under this policy. The words “we”, “us” and “our” refer to the Company providing this insurance. Headings are provided solely for convenience and do not confer coverage.

In consideration of the payment of the premium and subject to the statements in the Declarations and in the application submitted to us for this policy together with any written materials attached thereto and submitted to us, the parties agree as follows:

COVERAGE AGREEMENTS

PROFESSIONAL LIABILITY COVERAGE

We will pay “defense costs” and “damages” to which this policy applies resulting from a “claim” against you because of a “Medical Malpractice Incident” caused by your performance of “professional services” or a “Good Samaritan Act”; provided that:

- The “Medical Malpractice Incident” first occurs on or after the “retroactive date” and before the end of the “policy period”;
- The “claim” is first made against you during the “policy period” and reported to us in accordance with the Reporting of Claims section below; and
- Prior to the inception of the “policy period”, no insured:
  - knew or had a basis to know of any “Medical Malpractice Incident”, “related incident”, “Good Samaritan Act” or any other circumstance that could reasonably be expected to give rise to the “claim” hereunder; or
  - had given notice to any insurer of any “related claim” or circumstance underlying such “claim” or “related claim”; and
- The “claim” is made within the United States but may arise from a “medical malpractice incident” occurring anywhere in the world.

Payment of “damages” will be subject to the applicable Limit of Insurance. All “defense costs” are paid in addition to, and will not reduce, the Limit of Insurance.
COVERAGE EXTENSIONS

Payments made under these Coverage Extensions are in addition to, and will not reduce, the Limits of Insurance shown in the Declarations.

A. Reputation Protection Coverage

We will retain a public relations consultant or crisis management consultant on your behalf and pay reasonable and necessary costs, expenses and fees incurred to engage such consultant to respond to a “reputation threat” in connection with any otherwise covered “claim”.

The maximum amount payable under this Coverage Extension is $50,000 per “claim”.

B. Board Action Defense Coverage

We will pay on your behalf all reasonable and necessary costs, expenses, and fees to retain counsel to represent you in connection with the investigation or defense of a “board action” initiated against you in connection with your conduct within the profession stated in the Declarations, provided that:

- The “board action” is first initiated against you during the “policy period” and reported to us in writing as soon as practicable, but in no event later than sixty (60) days after the end of the “policy period”;
- The alleged conduct giving rise to the “board action” first occurs on or after the retroactive date and prior to the end of the “policy period” or any applicable Extended Reporting Period; and
- Prior to the inception of the policy, no “insured” had any knowledge of any circumstances that could reasonably be expected to give rise to such action.

The maximum amount payable under this Coverage Extension is $25,000 per “policy period”.

C. Wage Loss/Deposition Expense Coverage

We will reimburse you for actual lost wages and reasonable and necessary costs and expenses incurred by you to attend any deposition, trial, hearing, or arbitration proceedings at our request in connection with the defense of a covered “claim” against you.

The maximum amount payable under this Coverage Extension is $1,000 per day.

D. HIPAA Violation Coverage

We will pay “defense costs” and those sums that you become legally obligated to pay as “HIPAA fines and penalties” resulting from a “HIPAA proceeding” initiated against you in connection with your “professional services”.

This insurance applies only if:

- The “HIPAA proceeding” is first initiated against you during the “policy period” and reported to us in writing as soon as practicable, but in no event later than sixty (60) days after the end of the “policy period”;
- The alleged violation giving rise to the “HIPAA proceeding” first occurs on or after the “retroactive date” and before the end of the “policy period”; and
- Prior to the inception of the policy, no “insured” had any knowledge of any circumstances that could reasonably be expected to give rise to such proceeding.
The maximum amount payable under this Coverage Extension is $25,000 per “policy period”.

DEFENSE AND SETTLEMENT
We have the right and duty to defend any “claim,” even if the “claim” is groundless, false or fraudulent. We will retain counsel to represent you in connection with such “claim.”

We may negotiate and settle any “claim” as we deem expedient; however, we will not commit to any settlement without the written consent of the “named insured”. If the “named insured” refuses to consent to any settlement acceptable to the claimant that we recommend, then, subject to the Limits of Insurance shown in the Declarations, our liability for such “claim” will not exceed the amount for which such “claim” could have been settled plus “defense costs” up to the date the “named insured” refused to settle such “claim”.

Our obligation to defend and to pay “defense costs” or “damages” in connection with any “claim” or other amounts under this policy ends once the applicable Limit of Insurance has been exhausted.

We have the right but not the duty to appeal any judgment.

LIMITS OF INSURANCE

• The Aggregate Limit of Insurance shown in the Declarations is the most we will pay for all “damages” under this policy regardless of the number of “claims” made. This Limit of Insurance will apply separately to each “named insured”.

• Subject to the Aggregate Limit of Insurance, the Each Claim Limit of Insurance shown in the Declarations is the most we will pay for all “damages” under the policy for one “claim” or all “related claims.”

• “Defense costs” will be paid in addition to the Limits of Insurance shown in the Declarations and will not reduce the Limits of Insurance.

REPORTING OF CLAIMS

A. When a Claim is Made

A “claim” is deemed made when the “insured” first receives notice of such “claim”. All “related claims” will be deemed a single “claim” first made during the “policy period” in which the first such “related claim” was made.

B. Reporting a Claim

As a condition precedent to your rights under this policy with respect to a “claim”, after you first receive notice of such “claim”, you must notify us in writing as soon as practicable, but in no event later than 60 days after the end of the “policy period”.

To the extent possible, notice should include: how, when and where the incident or conduct giving rise to “claim” took place and the names of any persons or entities involved in the “claim”.

C. Extended Reporting Periods

1. If the “named insured” cancels or does not renew this policy, or if we non-renew or cancel this policy for reasons other than for non-payment of premium, the “named insured” is entitled to an Automatic
Extended Reporting Period beginning the day after the end of the “policy period”, at no additional premium, and ending after 60 days.

2. The “named insured” may also elect to purchase an Optional Unlimited Extended Reporting Period. The required additional premium for the Extended Reporting Period is shown on the Declarations. To exercise this right, the “named insured” must provide written notice to us within 60 days of the end of the “policy period” stating which Extended Reporting Period option is selected along with full payment of the additional premium required. The premium for the Optional Extended Reporting Period is non-refundable and not cancellable.

3. If the “named insured”:
   a. dies;
   b. becomes totally and permanently disabled because of an accident or disease after the effective date of the policy such that he or she is no longer able to perform “professional services”; or
   c. retires completely from performing “professional services” after reaching age 55, provided that the “named insured” has been insured by us for “professional services” liability on a claims-made basis for at least three consecutive, uninterrupted years;

we will provide the “named insured” an Unlimited Extended Reporting Period at no additional premium that will become effective on the date of such death, disability, or retirement.

4. The following conditions apply to any applicable Extended Reporting Period:
   a. Extended Reporting Periods apply to “claims”, “board actions”, and “HIPAA proceedings” under this policy (collectively referred to in this paragraph 4. as “actions”).
   b. The Extended Reporting Period does not increase or reinstate the Limits of Insurance, nor does it extend the “policy period” shown in the Declarations.
   c. An Extended Reporting Period applies only to actions first made during the Extended Reporting Period based on a “medical malpractice incident” or other triggering event first occurring on or after the “retroactive date” and before the end of the “policy period.”
   d. Extended Reporting Periods do not provide coverage for actions if you purchase subsequent insurance that applies to such actions.
   e. All actions under Extended Reporting Periods must be reported to us in accordance with the Reporting a Claim provision herein and are deemed made on the last day of the “policy period.”

EXCLUSIONS
This policy does not apply to any “claim”, action, or proceeding:

Abuse or Sexual Misconduct

based upon or arising from any actual or alleged physical or mental forms of abuse, including, for example, physical assault or battery, molestation, mental abuse, sexual assault or inappropriate contact, and sexual or other harassment. This exclusion will not apply unless or until such conduct has been determined by judgment, final ruling, or admission in any judicial proceeding, administrative or alternative dispute resolution proceeding. Providing a defense until the conduct is adjudicated does not mean we waive any of our rights under this policy. We are not required to appeal any such adjudication, judgment or ruling.

Confidential or Personal Information Disclosure and Electronic Data Exclusion
based upon or arising from any unauthorized access to, use or disclosure of, or the failure to protect non-
public, confidential, corporate or personal information in any form, including any type of electronic data, or
to which any cyber insurance applies, including insurance for network security and data breach response. This
exclusion does not apply to an otherwise covered “HIPAA proceeding.”

**Contractual Liability**

based upon or arising from any actual or alleged liability under any oral or written contract or agreement,
including but not limited to express warranties or guarantees; however, this exclusion shall not apply to your
liability that exists in the absence of such contract or agreement.

**Cosmetic Procedures**

based upon or arising from any “cosmetic procedures”.

**Employment Matters**

based upon or arising from any actual or alleged employment obligations, decisions, practices, or policies as
an employer.

**Intentional Wrongdoing**

based upon or arising from any actual or alleged dishonest, fraudulent, criminal, malicious or intentional act
committed by or at the direction of any “insured”, including, but not limited to, the willful or reckless violation of any
statute, regulation, or other law. This exclusion will not apply unless or until such conduct has been determined by
judgment, final ruling, or admission in any judicial proceeding, administrative or alternative dispute resolution
proceeding. Providing a defense until the conduct is adjudicated does not mean we waive any of our rights under this
policy. We are not required to appeal any such adjudication, judgment or ruling.

**ERISA, Workers’ Compensation and Similar Laws**

based upon or arising out of any of the following:

- The Employee Retirement Income Security Act of 1974 (including amendments relating to the Consolidated
  Omnibus Budget Reconciliation Act of 1985), or any amendment or revision thereto;
- Any workers’ compensation, disability benefits or unemployment compensation law; or
- Any other statute, regulation, or law similar to those stated above.

**Loading or Unloading**

based upon or arising from the ownership, use, care of, operation of, lease or rental, the loading or unloading
of patients or property from, the transportation of patients in, or the entrustment to others in an auto, mobile
equipment, watercraft or aircraft, including an auto, mobile equipment, watercraft or aircraft loaned to or
operated for the “named insured” by its “employee”, including an auto owned by an “employee”.

**Licensing**

based upon or arising from any actual or alleged any “professional services” you provide without a valid and
active license, credentials, certification, or other form of authorization to the extent required by applicable
state, federal or local law, rule or regulation.

**Related Entities Claims**
brought or maintained by or on behalf of:

- any “insured” or associated entity of an “insured”;
- any person who, at the time of the “medical malpractice incident” giving rise to the “claim”, is a family member;
- any entity operated or controlled by any “insured”;
- any “employee”, partner or trustee of any “insured”; or
- any person or entity in which any “insured” has a direct or indirect financial interest or is advised or induced by the “insured” to invest in or lend money to any person, firm, company or entity referred to above or to the “insured”.

Return of Fees and Reperformance

for the return or withdrawal of any fees or charges or seeking reperformance or correction of any services.

Unauthorized Collection or Communication

based upon or arising from the unauthorized or unlawful collection or recording of material, data, or information in any form, or unauthorized communication to third parties by an “insured”. This exclusion does not apply to an otherwise covered “HIPAA proceeding.”

CONDITIONS

Assignment

Your rights and duties under this policy may not be transferred or assigned without our written consent. If you die or are legally declared bankrupt, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative.

Assistance and Cooperation

You must cooperate with us and provide us all information which we reasonably request, including, but not limited to, attending hearings, depositions, and trials and assistance in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and conducting the defense of any “claim” or other proceeding covered by this policy. You must do nothing that may prejudice our position.

No “insured” will, except at that “insured’s” own cost, voluntarily make a payment, assume any obligation, or incur any expense in connection with a “claim” except at our request or prior consent.

Authorization; Changes to Policy

The “named insured” listed first on the Declarations is authorized to act on behalf of all other “insureds” with respect to the giving and receiving of any notice provide for in this policy, the payment of premiums and the receipt of any return premiums that may become due, and the agreement to and acceptance of changes to the policy.

By acceptance of this policy, the “insureds” and we agree that this policy (including the Declarations and application) and any written endorsements attached hereto constitute the entire agreement between the parties. This policy can be changed only by endorsement to the policy.

Cancellation and Renewal

1. Cancellation
a. The “named insured” may cancel this policy by sending us notice of cancellation at the address on the Declarations. Such notice must indicate the effective date of cancellation.

b. We may cancel this policy for any reason allowable by state law. If we cancel, we will provide notice of cancellation to the “named insured” at the address stated on the Declarations. If we cancel because of non-payment of premium, we will notify the “named insured” at least ten days before the effective date of cancellation when the cancellation is to take effect. If we cancel for any other reason, we will notify the “named insured” at least 60 days before the effective date of cancellation when the cancellation is to take effect.

c. We will send the “named insured” any applicable refund of premium at the address shown on the Declarations as soon as practicable thereafter. Cancellation will be effective even if no premium refund is available.

2. Non-Renewal

If we decide not to renew this policy, we will notify the “named insured” of our decision at least 60 days prior to the effective date of renewal. If notice is mailed, proof of mailing will be sufficient proof of notice.

Change in Operations or Profession

In the event of a merger, acquisition, or change in ownership involving the “named insured” or if the nature of your operations or “professional services” materially changes, you must notify us of such change as soon as practicable. There will be no coverage under this policy for any such change until we have approved the change in writing, and any additional premium adjustment is satisfied.

Legal Actions Against Us

No person or entity has a right under this policy to join us as a party or otherwise bring us into a suit asking for “damages” from you or to sue us under this policy unless all its terms have been fully complied with. A person or entity may sue us to recover on an agreed settlement or on a final judgment against you, but we will not be liable for “damages” that are not payable under this policy or that exceed the applicable Limits of Insurance of this policy.

Other Insurance

All amounts payable under this policy will be specifically excess of, and will not contribute with, any other valid and collectible professional liability insurance, including any employer provided professional liability insurance; and any other valid and collectible liability insurance; or any self-insured retention, fund or trust established by your employer for the purposes of paying losses or damages.

Representations

By accepting this policy, you agree that the statements in the Declarations and application and any written materials attached thereto are accurate and complete, those statements are based upon representations you made to us, and we have issued this policy in reliance upon your representations.

This policy is void in any case of fraud or misrepresentation or concealment of a material fact relating to your application or to a “claim”. We also reserve the right to decline coverage for any “claim” or proceeding involving any material facts that were misrepresented by you, whether at the time of notice of such “claim” or in your application to us for this insurance.

Separation of Insureds
Except with respect to rights or duties specifically assigned to the first “named insured” shown in the Declarations, this policy applies as if each “named insured” were the only “named insured”; and separately to each “insured” against whom a “claim” is made.

**Severability**

As respects the representations made in the application for this policy, and in determining an “insured’s” knowledge or conduct throughout the policy:

- the conduct or knowledge of a natural person “insured” will not be imputed to any other natural person “insured”;
- however, the conduct or knowledge of a natural person “insured” who is an owner, principal, or partner of an “insured” organization, or who is the person who signed the application for this insurance, will be imputed to the organization.

**Subrogation and Transfer of Rights of Recovery**

If we make any payment under this policy, we shall be subrogated to all of your rights against any person or entity, including the right to participate with you in the exercise of all of your rights of recovery. You shall deliver instruments and papers to us and do whatever else is necessary to secure such rights.

**Violation of Economic or Trade Sanctions**

If any coverage provided under this policy would be in violation of any applicable economic or trade sanctions, including but not limited to, sanctions administered and enforced by the United States Treasury Department’s Office of Foreign Assets Control (“OFAC”), then that coverage shall be null and void.

**DEFINITIONS**

“Board action” means a hearing or review maintained by any state, federal, or other administrative authority responsible for setting professional standards and regulating your professional conduct. Multiple “board actions” involving the same conduct, or logically or causally related conduct, will be deemed to be a single “board action”.

“Bodily injury” means bodily injury, sickness or disease sustained by a person, including death, mental anguish, mental injury, shock or humiliation resulting from any of these at any time.

“Claim” means:

- a written demand against an “insured” for monetary or non-monetary (including injunctive) relief, including a request to toll any statute of limitations, or to engage in arbitration or mediation; or
- a civil proceeding against an “insured” for monetary or non-monetary (including injunctive) relief which shall be deemed first made upon the service of a complaint or similar pleading upon the “insured”; or
- any form of notice of an act, error or omission in your performance of “professional services” for which you reasonably believe another party intends to hold you legally liable.

Criminal proceedings are not covered.

“Cosmetic procedures” means any service or treatment primarily intended to improve, alter, or enhance a person’s appearance.
"Damages" mean a monetary judgment, award or settlement, including punitive and exemplary damages, that an “insured” becomes legally obligated to pay because of a “claim” (but only to the extent insurable by law). “Damages” includes pre-judgment and post-judgment interest awarded against you on that part of the judgment we pay. “Damages” does not include:

- fines, taxes, or penalties;
- claimant attorney fees, costs or expenses;
- amounts the “insured” is legally absolved from payment; or
- any amount not insurable under applicable state law.

“Defense costs” means those reasonable and necessary fees, costs and expenses incurred by us or by the “insured” at our request in the defense or investigation of any “claim”, including the costs of an appeal bond, attachment bond or similar bond (although we are not obligated to apply for or furnish such bond). “Defense costs” do not include any salaries, wages, overhead, benefits, benefit expenses or internal charges associated with any “insured”, or any fees, costs or expenses incurred by an “insured” prior to the time the “claim” is reported to us.

“Employee” means a person who is hired by you to perform work under your direction to support your or your entity’s performance of “professional services.” “Employee” includes a temporary worker or volunteer.

“Good Samaritan Act” means emergency first-aid medical services rendered by you to another person without expectation of remuneration or compensation.

“HIPAA Fines and Penalties” means civil fines and penalties you become legally obligated to pay because of a “HIPAA proceeding”.

“HIPAA proceeding” means an administrative proceeding or series of logically or causally related administrative proceedings brought against you by the Department of Health and Human Services or its designee alleging a violation under Health Insurance Portability and Accountability Act of 1996 and amendments thereto (“HIPAA”) or any rules or regulations promulgated thereunder with respect to information pertaining to a patient or client that has been collected, compiled or provided by you to another.

“Insured” means the “named insured”. In the event of the death, disability, bankruptcy, or financial insolvency of the “named insured,” “insured” will also include such “named insured’s” heirs, executors, administrators, trustees in bankruptcy, assignees or legal representatives, legal spouse or legal domestic partner if a “claim” is made against any of the foregoing persons or entities in their capacity as such.

“Medical Malpractice Incident” means any act, error or omission committed by you resulting in “bodily injury”.

“Named insured” means the person or organization designated as such on the Declarations.

“Policy period” means the period of time from the inception date shown in the Declarations to the effective date of termination of this policy, whether by expiration or cancellation.

“Professional services” means those services the “named insured” performs for others that is within the scope of such insured’s profession shown in the Declarations, and for which the insured is licensed, certified, accredited, trained or qualified to perform, and will also mean:

- any medical services you provide as part of clinical trials;
- advisory services provided while acting as a member of a formal accreditation, standards review, or similar board or committee related to your profession;
• teaching or proctoring of educational courses to students within your profession;
• healthcare services you provide as a student within your profession’s educational requirements; and
• scheduling and qualifying suitable work assignments for other healthcare providers.

“Related claim” means any “claim” that is based upon or arises from the same “medical malpractice incident” or “related incidents.”

“Related incidents” means all “medical malpractice incidents” logically or causally connected by any fact, circumstance, situation, event, transaction, cause, or series of related facts, circumstances, situations, events, transactions or causes.

“Reputation threat” means a “medical malpractice incident” or underlying fact or circumstance that the “named insured” reasonably believes would, if disclosed in a publication, have an adverse impact on the “insured’s” professional reputation.

“Retroactive date” means the date shown as such in the Declarations.
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Professional Protection Policy – Healthcare Coverage Part

OCCURRENCE

THIS IS AN OCCURRENCE POLICY. PLEASE READ THE ENTIRE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED. DEFENSE COSTS ARE IN ADDITION TO THE LIMITS OF INSURANCE.

Throughout this policy the words “you” and “your” refer to the “named insured” shown in the Declarations and any other person or organization qualifying as an “insured” under this policy.

The words “we”, “us” and “our” refer to the Company providing this insurance. Headings are provided solely for convenience and do not confer coverage.

In consideration of the payment of the premium and subject to the statements in the Declarations and in the application submitted to us for this policy together with any written materials attached thereto and submitted to us, the parties agree as follows:

COVERAGE AGREEMENTS

PROFESSIONAL LIABILITY COVERAGE

We will pay “defense costs” and “damages” resulting from a “claim” against you because of a “Medical Malpractice Incident” caused by your performance of “professional services” or a “Good Samaritan Act”; provided that:

• The “Medical Malpractice Incident” first occurs during the “policy period”;
• You report the “claim”, whenever made, to us in accordance with the Reporting of Claims section of the policy;
• Prior to the inception of the “policy period”, no “insured”:
  • knew or had a basis to know of any “medical malpractice incident”, “related incident” or any other circumstance that could reasonably be expected to give rise to the “claim” hereunder; or
  • had given notice to any insurer of any “related claim” or circumstance underlying such “claim” or “related claim”; and
• The “claim” is made within the United States but may arise from a “medical malpractice incident” occurring anywhere in the world.

Payment of “damages” will be subject to the applicable Limit of Insurance. All “defense costs” are paid in addition to, and will not reduce, the Limit of Insurance.

COVERAGE EXTENSIONS

Payments made under these Coverage Extensions are in addition to, and will not reduce, the Limits of Insurance shown in the Declarations.

A. Reputation Protection Coverage
We will retain a public relations consultant or crisis management consultant on your behalf and pay reasonable and necessary costs, expenses and fees incurred to engage such consultant to respond to a “reputation threat” in connection with any otherwise covered “claim”.

The maximum amount payable under this Coverage Extension is $50,000 per “claim”.

B. Board Action Defense Coverage
We will pay on your behalf all reasonable and necessary costs, expenses and fees to retain counsel to represent you in connection with the investigation or defense of a “board action” initiated against you in connection with your conduct within the profession stated in the Declarations, provided that:

• The alleged conduct giving rise to the “board action” first occurs during the “policy period”;
• The “board action” is reported to us as soon as you receive notice of such action; and
• Prior to the inception of the policy, no “insured” had any knowledge of any circumstances that could reasonably be expected to give rise to such action.

The maximum amount payable under this Coverage Extension is $25,000 per “policy period”. No “damages”, fines, penalties or other amounts are covered under this extension.

C. Wage Loss/Deposition Expense Coverage
We will reimburse you for actual lost wages and reasonable and necessary costs and expenses incurred by you to attend any deposition, trial, hearing, or arbitration proceedings at our request in connection with the defense of a covered “claim” against you.

The maximum amount payable under this Coverage Extension is $1,000 per day.

D. HIPAA Violation Coverage
We will pay “defense costs” and those sums that you become legally obligated to pay as “HIPAA fines and penalties” resulting from a “HIPAA proceeding” initiated against you in connection with your “professional services”.

This insurance applies only if:

• The alleged violation giving rise to the “HIPAA proceeding” first occurs during the “policy period”;
• The “HIPAA proceeding” is reported to us as soon as you receive notice of the proceeding; and
• Prior to the inception of the policy, no “insured” had any knowledge of any circumstances that could reasonably be expected to give rise to such proceeding.

The maximum amount payable under this Coverage Extension is $25,000 per “policy period”.

DEFENSE AND SETTLEMENT
We have the right and duty to defend, investigate, and settle any “claim,” even if the “claim” is groundless, false or fraudulent. We will retain counsel to represent you in connection with such “claim.”

We may negotiate and settle any “claim” as we deem expedient; however, we will not commit to any settlement without the written consent of the “named insured”. If the “named insured” refuses to consent to any settlement acceptable to the claimant that we recommend, then, subject to the Limits of Insurance shown in the Declarations, our liability for such “claim” will not exceed the amount for which such “claim”
could have been settled plus “defense costs” up to the date the “named insured” refused to settle such “claim”.

Our obligation to defend and to pay “defense costs” or “damages” in connection with any “claim” or other amounts under this policy ends once the applicable Limit of Insurance has been exhausted.

We have the right but not the duty to appeal any judgment.

**LIMITS OF INSURANCE**

- The Aggregate Limit of Insurance shown in the Declarations is the most we will pay for all “damages” under this policy listed regardless of the number of “claims” made. This Limit of Insurance shall apply separately to each “named insured”.

- Subject to the applicable Aggregate Limits of Insurance, the Each Claim Limit of Insurance shown in the Declarations is the most we will pay for all “damages” under the policy for one “claim” or all “related claims.”

- “Defense costs” will be paid in addition to the Limits of Insurance shown in the Declarations and will not reduce the Limits of Insurance.

**REPORTING OF CLAIMS**

Reporting a Claim

You must, as a condition precedent to your rights under this policy with respect to a “claim”, notify us as soon as practicable after you first receive notice of such “claim”. To the extent possible, notice should include: how, when and where the incident or conduct giving rise to “claim” took place and the names of any persons or entities involved in the facts underlying the “claim.”

**EXCLUSIONS**

This policy does not apply to any “claim”, action, or proceeding:

**Abuse or Sexual Misconduct**

based upon or arising from any actual or alleged physical or mental forms of abuse, including, for example, physical assault or battery, molestation, mental abuse, sexual assault or inappropriate contact, and sexual or other harassment. This exclusion will not apply unless or until such conduct has been determined by judgment, final ruling, or admission in any judicial proceeding, administrative or alternative dispute resolution proceeding. Providing a defense until the conduct is adjudicated does not mean we waive any of our rights under this policy. We are not required to appeal any such adjudication, judgment or ruling.

**Confidential or Personal Information Disclosure and Electronic Data Exclusion**

based upon or arising from any unauthorized access to, use or disclosure of, or the failure to protect non-public, confidential, corporate or personal information in any form, including any type of electronic data, or to which any cyber insurance coverage applies, including coverage for network security and data breach response. This exclusion does not apply to an otherwise covered “HIPAA proceeding.”

**Contractual Liability**
based upon or arising from any actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees; however, this exclusion shall not apply to your liability that exists in the absence of such contract or agreement.

**Cosmetic Procedures**

based upon or arising from any “cosmetic procedures”.

**Employment Matters**

based upon or arising from any actual or alleged employment obligations, decisions, practices, or policies as an employer.

**Intentional Wrongdoing**

based upon or arising from any actual or alleged dishonest, fraudulent, criminal, malicious or intentional act committed by or at the direction of any “insured”, including, but not limited to, the willful or reckless violation of any statute, regulation, or other law. This exclusion will not apply unless or until such conduct has been determined by judgment, final ruling, or admission in any judicial proceeding, administrative or alternative dispute resolution proceeding. Providing a defense until the conduct is adjudicated does not mean we waive any of our rights under this policy. We are not required to appeal any such adjudication, judgment or ruling.

**ERISA, Workers’ Compensation and Similar Laws**

based upon or arising out of any of the following:

- The Employee Retirement Income Security Act of 1974 (including amendments relating to the Consolidated Omnibus Budget Reconciliation Act of 1985), or any amendment or revision thereto;
- Any workers' compensation, disability benefits or unemployment compensation law; or
- Any other statute, regulation, or law similar to those stated above.

**Loading or Unloading**

based upon or arising from the ownership, use, care of, operation of, lease or rental, the loading or unloading of patients or property from, the transportation of patients in, or the entrustment to others in an auto, mobile equipment, watercraft or aircraft, including an auto, mobile equipment, watercraft or aircraft which is loaned to or operated for the “named insured” by its “employee”, including an auto owned by an “employee”.

**Licensing**

based upon or arising from any actual or alleged any “professional services” you provide without a valid and active license, credentials, certification, or other form of authorization to the extent required by applicable state, federal or local law, rule or regulation.

**Related Entities Claims**

brought or maintained by or on behalf of:

- any “insured” or associated entity of an “insured”;
- any person who, at the time of the “medical malpractice incident” giving rise to the “claim”, is a family member;
- any entity operated or controlled by any “insured”;
- any “employee”, partner or trustee of any “insured”; or
any person or entity in which any “insured” has a direct or indirect financial interest or is advised or induced by the “insured” to invest in or lend money to any person, firm, company or entity referred to above or to the “insured”.

Return of Fees and Reperformance

for the return or withdrawal of any fees or charges or seeking reperformance or correction of any services.

Unauthorized Collection or Communication

based upon or arising from the unauthorized or unlawful collection or recording of material, data, or information in any form, or unauthorized communication to third parties by an “insured”. This exclusion does not apply to an otherwise covered “HIPAA proceeding.”

CONDITIONS

Assignment

Your rights and duties under this policy may not be transferred or assigned without our written consent. If you die or are legally declared bankrupt, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative.

Assistance and Cooperation

You must cooperate with us and provide us all information which we reasonably request, including, but not limited to, attending hearings, depositions, and trials and assistance in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and conducting the defense of any “claim” or other proceeding covered by this policy. You must do nothing that may prejudice our position.

No “insured” will, except at that “insured’s” own cost, voluntarily make a payment, assume any obligation, or incur any expense in connection with a “claim” except at our request or prior consent.

Authorization; Changes to Policy

The “named insured” that is listed first on the Declarations is authorized to act on behalf of all other “insureds” with respect to the giving and receiving of any notice provide for in this policy, including notice of cancellation or nonrenewal, the payment of premiums, the receipt of any return premiums, and the agreement to and acceptance of changes to the policy.

By acceptance of this policy, the “insureds” and we agree that this policy (including the Declarations and application) and any written endorsements attached hereto constitute the entire agreement between the parties. This policy can be changed only by endorsement to the policy.

Cancellation and Renewal

1. Cancellation

   a. The “named insured” that is listed first on the Declarations may cancel this policy by sending us notice of cancellation at the address on the Declarations. Such notice must indicate the effective date of cancellation.

   b. We may cancel this policy for any reason allowable by state law. If we cancel, we will provide notice of cancellation to the “named insured” at the address stated on the Declarations. If we cancel because of non-payment of premium, we will notify the “named insured” at least ten days before the effective date of cancellation when the cancellation is to take effect. If we cancel for any other
reason, we will notify the “named insured” at least 60 days before the effective date of cancellation when the cancellation is to take effect.

c. We will send the “named insured” any applicable refund of premium at the address shown on the Declarations as soon as practicable thereafter. Cancellation will be effective even if no premium refund is available.

2. Non-Renewal

If we decide not to renew this policy, we will notify the “named insured” of our decision at least 60 days prior to the effective date of renewal. If notice is mailed, proof of mailing will be sufficient proof of notice.

Change in Operations or Profession

In the event of a merger, acquisition, or change in ownership involving the “named insured” or if the nature of your operations or “professional services” materially changes, you must notify us of such change as soon as practicable. There will be no coverage under this policy for any such change until we have approved the change in writing, and any additional premium adjustment is satisfied.

Legal Actions Against Us

No person or entity has a right under this policy to join us as a party or otherwise bring us into a suit asking for “damages” from you or to sue us under this policy unless all its terms have been fully complied with. A person or entity may sue us to recover on an agreed settlement or on a final judgment against you, but we will not be liable for “damages” that are not payable under this policy or that exceed the applicable Limits of Insurance of this policy.

Other Insurance

All amounts payable under this policy will be specifically excess of, and will not contribute with, any other valid and collectible professional liability insurance, including any employer provided professional liability insurance; and any other valid and collectible liability insurance; or any self-insured retention, fund or trust established by your employer for the purposes of paying losses or damages.

Representations

By accepting this policy, you agree that the statements in the Declarations and application and any written materials attached thereto are accurate and complete, those statements are based upon representations you made to us, and we have issued this policy in reliance upon your representations.

This policy is void in any case of fraud or misrepresentation or concealment of a material fact relating to your application or to a “claim”. We also reserve the right to decline coverage for any “claim” or proceeding involving any material facts that were misrepresented by you, whether at the time of notice of such “claim” or in your application to us for this insurance.

Separation of Insureds

Except with respect to rights or duties specifically assigned to the first “named insured” shown in the Declarations and the Limits of Insurance, this policy applies as if each “named insured” were the only “named insured;” and separately to each “insured” against whom a “claim” is made.

Severability
As respects the representations made in the application for this policy, and in determining an “insured’s” knowledge or conduct throughout the policy:

- the conduct or knowledge of a natural person “insured” will not be imputed to any other natural person “insured”;
- however, the conduct or knowledge of a natural person “insured” who is an owner, principal, or partner of an “insured” organization, or who is the person who signed the application for this insurance, will be imputed to the organization.

**Subrogation and Transfer of Rights of Recovery**

If we make any payment under this policy, we shall be subrogated to all of your rights against any person or entity, including the right to participate with you in the exercise of all of your rights of recovery. You shall deliver instruments and papers to us and do whatever else is necessary to secure such rights.

**Violation of Economic or Trade Sanctions**

If any coverage provided under this policy would be in violation of any applicable economic or trade sanctions, including but not limited to, sanctions administered and enforced by the United States Treasury Department’s Office of Foreign Assets Control (“OFAC”), then that coverage shall be null and void.

**DEFINITIONS**

“Board action” means a hearing or review maintained by any state, federal, or other administrative authority responsible for setting professional standards and regulating your professional conduct. Multiple “board actions” involving the same conduct, or logically or causally related conduct, will be deemed to be a single “board action”.

“Bodily injury” means bodily injury, sickness or disease sustained by a person, including death, mental anguish, mental injury, shock or humiliation resulting from any of these at any time.

“Claim” means:

- a written demand against an “insured” for monetary or non-monetary (including injunctive) relief, including a request to toll any statute of limitations, or to engage in arbitration or mediation; or
- a civil proceeding against an “insured” for monetary or non-monetary (including injunctive) relief which shall be deemed first made upon the service of a complaint or similar pleading upon the “insured”; or
- any form of notice of an act, error or omission in your performance of “professional services” for which you reasonably believe another party intends to hold you legally liable.

Criminal proceedings are not covered.

“Cosmetic procedures” means any service or treatment primarily intended to improve, alter, or enhance a person’s appearance.

“Damages” mean a monetary judgment, award or settlement, including punitive and exemplary damages, that an “insured” becomes legally obligated to pay because of a “claim” (but only to the extent insurable by law). “Damages” includes pre-judgment and post-judgment interest awarded against you on that part of the judgment we pay. “Damages” does not include:

- fines, taxes, or penalties;
• claimant attorney fees, costs or expenses;
• amounts the “insured” is legally absolved from payment; or
• any amount not insurable under applicable state law.

“Defense costs” means those reasonable and necessary fees, costs and expenses incurred by us or by the “insured” at our request in the defense or investigation of any “claim”, including the costs of an appeal bond, attachment bond or similar bond (although we are not obligated to apply for or furnish such bond). “Defense costs” do not include any salaries, wages, overhead, benefits, benefit expenses or internal charges associated with any “insured”, or any fees, costs or expenses incurred by an “insured” prior to the time the “claim” is reported to us.

“Employee” means a person who is hired by you or on your behalf to perform work under your direction to support your performance of “professional services.” “Employee” includes a temporary worker or volunteer.

“Good Samaritan Act” means emergency first-aid medical services rendered by you to another person without expectation of remuneration or compensation.

“HIPAA Fines and Penalties” means civil fines and penalties you become legally obligated to pay because of a “HIPAA proceeding”.

“HIPAA proceeding” means an administrative proceeding or series of logically or causally related administrative proceedings brought against you by the Department of Health and Human Services or its designee alleging a violation under Health Insurance Portability and Accountability Act of 1996 and amendments thereto (“HIPAA”) or any rules or regulations promulgated thereunder with respect to information pertaining to a patient or client that has been collected, compiled, or provided by you to another.

“Insured” means the “named insured”. In the event of the death, disability, bankruptcy, or financial insolvency of the “named insured,” “insured” will also include such “named insured’s” heirs, executors, administrators, trustees in bankruptcy, assignees or legal representatives, legal spouse or legal domestic partner if a “claim” is made against any of the foregoing persons or entities in their capacity as such.

“Medical Malpractice Incident” means any act, error or omission committed by you resulting in “bodily injury”.

“Named insured” means the person or organization designated as such on the Declarations.

“Policy period” means the period of time from the inception date shown in the Declarations to the effective date of termination of this policy, whether by expiration or cancellation.

“Professional services” means those services the “named insured” performs for others that is within the scope of such insured’s profession shown in the Declarations, and for which the insured is licensed, certified, accredited, trained or qualified to perform, and also means:

• any medical services you provide as part of clinical trials;
• advisory services provided while acting as a member of a formal accreditation, standards review, or similar board or committee related to your profession;
• teaching or proctoring of educational courses to students within your profession;
• healthcare services you provide as a student within your profession’s educational requirements; and
• scheduling and qualifying suitable work assignments for other healthcare providers.

“Related claim” means any “claim” that is based upon or arises from the same “medical malpractice incident” or “related incidents.” All “related claims” will be deemed a single “claim”.

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“Related incidents” means all “medical malpractice incidents” logically or causally connected by any fact, circumstance, situation, event, transaction, cause or series of related facts, circumstances, situations, events, transactions or causes.

“Reputation threat” means a “medical malpractice incident” or underlying fact or circumstance that the “named insured” reasonably believes would, if disclosed in a publication, have an adverse impact on the “insured’s” professional reputation.
It is agreed that the Professional Protection Policy – Healthcare Coverage Part is amended as follows:

I. The following is added to the definition of “named insured”:

“Named insured” also includes those persons and organizations designated in the Schedule of Named Insureds endorsement.

II. Solely with respect to additional “named insureds” as designated in the Schedule of the Schedule of Named Insureds endorsement, the definition of “retroactive date” is deleted and replaced with the following:

“Retroactive date” means the date, if applicable for a respective additional “named insured”, shown as such in the Schedule of Named Insureds endorsement.

All other terms and conditions of this policy remain unchanged.
MEDICAL DIRECTOR OR ADMINISTRATOR ENDORSEMENT

It is agreed that, in consideration of any endorsement premium change stated above, the Professional Protection Policy – Healthcare Coverage Part is amended as follows:

I. The definition of “professional services” is amended to add the following at the end thereof:

“Professional services” also means those “medical director services” performed by the “named insured” for an “outside entity” for compensation.

II. The following new definitions are added to the policy:

“Medical director services” means planning, organizing, directing, and controlling healthcare operations for in the capacity of a medical director or equivalent administrative role. “Medical director services” do not include direct medical care or treatment of patients.

“Outside entity” means any entity:

- whose principals have no voting or ownership interest in any “insured”; or
- in which no “insured” has a voting or ownership interest.

All other terms and conditions of this policy remain unchanged.
LEAVE OF ABSENCE ENDORSEMENT

SCHEDULE

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<th>Named Insured</th>
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<th>Revised Policy Period End Date</th>
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It is agreed that the Professional Protection Policy – Healthcare Coverage Part is amended to add the following:

Solely with respect to a “named insured” listed in the SCHEDULE above:

1. This policy shall not apply to any “claims” in any way arising out of any “Medical Malpractice Incident”, “Good Samaritan Act”, or any other event or circumstance to which this policy applies that first occurs during the “leave of absence” period of the respective “named insured”.

2. “Claims” first made during the “leave of absence” of the respective “named insured” that result from “Medical Malpractice Incident(s)” or “Good Samaritan Acts” that first occurred prior to the “leave of absence” period may continue to be reported to us in accordance with the REPORTING OF CLAIMS section of the policy.

3. Upon termination of the respective “named insured’s” “leave of absence”, the policy will no longer be suspended, and coverage will apply to “Medical Malpractice Incidents” and “Good Samaritan Acts” that first occur subsequent to the applicable “leave of absence” period.

4. Solely with respect to application of this endorsement, the following is added to the definition of “policy period”:

   With respect to a “named insured” listed in the SCHEDULE of the Leave of Absence Endorsement, the “policy period” shall terminate on the revised date stated in the SCHEDULE of the Leave of Absence Endorsement.

5. The following definition is added to the policy:

   “Leave of absence” means a period of continuous, uninterrupted time during which the “named insured” does not perform “professional services”.

All other terms and conditions of the policy remain unchanged.
MEDICARE OR MEDICAID REIMBURSEMENT ENDORSEMENT

It is agreed that the Professional Protection Policy – Healthcare Coverage Part is amended to add the following:

I. The COVERAGE EXTENSIONS section of the policy is amended to add the following:

**Medicare or Medicaid Proceedings Coverage**

We will reimburse you for all reasonable and necessary costs, expenses and fees to retain an accountant and/or attorney to assist you in conducting a “covered audit” in connection with a “Medicare or Medicaid Proceeding”. The maximum amount payable under this coverage extension will not exceed $30,000 per “policy period” regardless of the number of “Medicare or Medicaid Proceedings” or “insureds”. Payments made under this coverage extension are in addition to, and will not reduce, the Limits of Insurance shown in the Declarations.

This insurance applies only if:

- You first receive notice of the “Medicare or Medicaid Proceeding” during the “policy period”;  
- The “Medicare or Medicaid Proceeding” is reported to us within 30 days of your receipt of notice of the proceeding; and  
- Prior to the inception of the policy no “insured” had any knowledge of the circumstances that could reasonably be expected to give rise to such proceeding.

Covered reimbursement does not include damages, fines, judgments or penalties that may be assessed in any “Medicare or Medicaid Proceeding”, or paid in settlement thereof, or expenses incurred in any criminal prosecution.

II. DEFINITIONS is amended to include the following:

“Covered Audit” means any audit or review of billing or medical records undertaken by you to respond to a “Medicare or Medicaid Proceeding”.

“Medicare or Medicaid Proceedings” means an investigation or proceeding commenced by any federal or state agency alleging violation by an “insured” of Medicare or Medicaid rules or regulations relating to reimbursement for medical services.

All other terms and conditions of the policy remain unchanged.
ADDITIONAL INSURED ENTITY ENDORSEMENT – SEPARATE LIMITS OF INSURANCE

SCHEDULE OF ADDITIONAL INSURED ENTITIES

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<th>Schedule</th>
<th>Details</th>
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It is agreed that, in consideration of the premium change stated above, the Professional Protection Policy – Healthcare Coverage Part is amended as follows:

Each entity or organization detailed in the Schedule above is included as an additional “insured” for “claims” against such person or organization based solely upon their vicarious and indirect liability for a “Medical Malpractice Incident” caused by the “named insured” in the performance of “professional services”.

Coverage provided to each additional “insured” entity stated above for the “medical malpractice incidents” of a “named insured” shall be subject to a maximum limit of insurance equal to the applicable Limit of Insurance for Each Named Insured shown on the Declarations, regardless of the number of “claims”, which shall be paid in addition to the Limits of Insurance of this policy.

All other terms and conditions of this policy remain unchanged.
It is agreed that, in consideration of any endorsement premium change stated above, the Professional Protection Policy – Healthcare Coverage Parts amended as follows:

Each person or organization detailed in the Schedule above is included as an additional “insured” for “claims” against such person or organization based solely upon their vicarious and indirect liability for a “Medical Malpractice Incident” caused by the “named insured” in the performance of “professional services”.

Coverage provided to the additional “insured” shall be subject to the Named Insured Aggregate Limit of Insurance shown on the Declarations.

All other terms and conditions of this policy remain unchanged.
COSMETIC PROCEDURES COVERAGE ENDORSEMENT

SCHEDULE OF COVERAGE

<table>
<thead>
<tr>
<th>Approved Cosmetic Procedures Deductible:</th>
<th>$[XXXX] each “claim” or N/A if no deductible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Specified Additional Procedures:</td>
<td>[default = N/A]</td>
</tr>
</tbody>
</table>

It is agreed that, in consideration of any endorsement premium charge stated above, the Professional Protection Policy – Healthcare Coverage Part is amended as follows:

1. The following definition is added to the policy:
   “Approved cosmetic procedure” means any of the following procedures performed in a clinical setting, but only if such procedure is within the scope of practice for your profession as stated on the Declarations and within the scope of your license, certification, accreditation, training or qualification:
   - Injectable neurotoxins and dermal fillers for cosmetic uses; and
   - Any additional procedure specified in the SCHEDULE OF COVERAGE, if any;
   provided that such procedures are provided:
   - Pursuant to documented medical evaluation, assessment and recommendation; and
   - With the valid signed, written informed consent of the patient.

2. The following is added to the end of the Cosmetic Procedures exclusion:
   Provided, however, this exclusion will not apply to “approved cosmetic procedures”.

3. A deductible in the amount stated in the SCHEDULE OF COVERAGE will apply to each “claim” based upon or arising from your performance of “approved cosmetic procedures”. The total Limit of Insurance available to pay such “claim” will be reduced by the amount of the deductible and paid in excess of such amount. If no deductible is stated, no deductible amount will apply.

4. The following new exclusion is added:
   **Unsatisfactory Results**
   This policy does not apply to any “claim”, action, or proceeding based upon or arising from your alleged failure to achieve advertised or promised results from “approved cosmetic procedures”.

All other terms and conditions of the policy remain unchanged.
EXTENDED REPORTING PERIOD ENDORSEMENT
RETIREMENT, DEATH AND DISABILITY

It is agreed that, in consideration of any endorsement premium change stated above, the Professional Protection Policy – Healthcare Coverage Part is amended as follows:

Pursuant to the Extended Reporting Period conditions stated in the REPORTING OF CLAIMS section of the policy, the following “named insured” has been granted an Optional Extended Reporting Period at no additional premium. The Optional Extended Reporting Period will be of unlimited duration, commencing on the effective date of this endorsement.

[NAMED INSURED]

All other terms and conditions of the policy remain unchanged.
**NON-MEDICAL SERVICES**
**COVERAGE ENDORSEMENT – OCCURRENCE**

<table>
<thead>
<tr>
<th>SCHEDULE OF COVERAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sub-Limits of Insurance</td>
</tr>
<tr>
<td>Non-Medical Services Liability</td>
</tr>
</tbody>
</table>

Schedule of Non-Medical Services:

- **Case management services**, which means (1) identifying high risk or high cost patients; (2) assessing opportunities to coordinate care; (3) assessing and coordinating treatment options and services; and (4) developing treatment plans for such patients.
- **Healthcare consulting services**, which means the rendering of advice with regard to healthcare, the cost of healthcare, health maintenance planning, or other healthcare matters within the scope of your profession stated on the Declarations, and including opinions regarding such matters provided as an expert witness.
- **Life care planning services**, which means the development of an organized, concise plan for current and future healthcare needs with associated cost for individuals who have experienced catastrophic injury or have chronic health care needs.

It is agreed that, in consideration of any endorsement premium change stated above, the Professional Protection Policy – Healthcare Coverage Part is amended as follows:

I. The COVERAGE AGREEMENTS section is amended to add the following new coverage:

**Non-Medical Services Liability**

We will pay “defense costs” and “damages” to which this policy applies resulting from a “claim” against you because of a “Non-Medical Services Incident” caused by your performance of “non-medical services”; provided that:

- The “Non-Medical Services Incident” first occurs during the “policy period”;
- The “claim” is reported to us in accordance with the Reporting of Claims section of the policy;
- Prior to the inception of the “policy period”, no “insured”:
  - knew or had a basis to know of any “Non-Medical Services Incident”, “related acts” or any other circumstance that could reasonably be expected to give rise to the “claim” hereunder; or
  - had given notice to any insurer of any “claim”, “related claim” or circumstance underlying such “claim” or “related claim”; and
• The “claim” is made within the United States but may arise from a “Non-Medical Services Incident” occurring anywhere in the world.

Payment of “damages” will be subject to the applicable Limit of Insurance stated in the SCHEDULE OF COVERAGE. All “defense costs” are paid in addition to, and will not reduce, the Limit of Insurance.

II. Solely with respect to a “claim” based upon or arising from the performance of “non-medical services”, the LIMITS OF INSURANCE section of the policy is amended to add the following:

Non-Medical Services Claims Sub-Limit of Insurance

• The “Non-Medical Services” Aggregate Limit of Insurance shown in the SCHEDULE OF COVERAGE of the Non-Medical Services Coverage Endorsement - Occurrence is the most we will pay for all “non-medical services” “damages” under this policy regardless of the number of “non-medical services” “claims” made. This “Non-Medical Services” Aggregate Limit of Insurance is subject to and shall erode the Aggregate Limit of Insurance under the policy.

• Subject to the “Non-Medical Services” Aggregate Limit of Insurance, the “Non-Medical Services” Each “Claim” Limit of Insurance shown in the Declarations is the most we will pay for all “damages” under the policy for one “non-medical services” “claim” or all “non-medical services” “related claims.”

III. Solely with respect to the application of this endorsement, the following definitions are added to the policy:

“Non-medical services” means those services stated in the SCHEDULE OF COVERAGE when provided to others for compensation.

“Non-Medical Services Incident” means any act, error or omission committed by you in the performance of “non-medical services”.

IV. Solely with respect to the application of this endorsement, the following definition is deleted and replaced as follows:

“Related claim” means any “claim” that is based upon or arises from the same “Non-Medical Services Incident” or “related acts”. All “related claims” will be deemed a single “claim”.

“Related incidents” means all “Non-Medical Services Incidents” logically or causally connected by any fact, circumstance, situation, event, transaction, cause or series of related facts, circumstances, situations, events, transactions or causes.

V. Solely with respect to the application of this endorsement, the following exclusions shall apply, notwithstanding any provisions to the contrary stated anywhere else in the policy:

Coverage will not apply under the Non-Medical Services Liability coverage agreement to:

• Any “claim” excluded under the EXCLUSIONS section of the policy to which this endorsement is attached;
• “claims” for “bodily injury” or “property damage”;
• “claims” based upon or arising from commingling, misappropriation, or improper use of funds or any allegations of your gaining profit or advantage to which you are not legally entitled;
• “claims” based upon or arising from the participation in, design, or solicitation of any structured settlement proposal;
• “claims” based upon or arising from your “professional services” performed directly for a patient;
• “claims” based upon or arising from your actions, decisions, or administration of any employee benefit plan assets;
• “claims” based upon or arising from the recommendation, use, maintenance, or performance of any electronic or computer system or program;
• “damages” resulting from “claims” based upon or arising from lack of good faith or fair dealing in claims handling or obligations under an insurance contract or benefit plan;
• “claims” based upon or arising from any “non-medical services” you provide without a valid and active license, credentials, certification, or other form of authorization to the extent required by applicable state, federal, or local law, rule or regulation;
• “claims” based upon or arising from any proceeding, or the insolvency, receivership, bankruptcy or inability to pay of any entity in which you have placed or obtained coverage, or in which you have placed the funds of a client or account;
• “claims” based upon or arising from allegation of antitrust or anti-competitive activities.

All other terms and conditions of this policy remain unchanged.
NON-MEDICAL SERVICES COVERAGE ENDORSEMENT – CLAIMS MADE

SCHEDULE OF COVERAGE

<table>
<thead>
<tr>
<th>Sub-Limits of Insurance</th>
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<tbody>
<tr>
<td>Non-Medical Services Liability</td>
</tr>
</tbody>
</table>

Schedule of Non-Medical Services:

| Case management services, which means (1) identifying high risk or high cost patients; (2) assessing opportunities to coordinate care; (3) assessing and coordinating treatment options and services; and (4) developing treatment plans for such patients. |
| Healthcare consulting services, which means the rendering of advice with regard to healthcare, the cost of healthcare, health maintenance planning, or other healthcare matters within the scope of your profession stated on the Declarations, and including opinions regarding such matters provided as an expert witness. |
| Life care planning services, which means the development of an organized, concise plan for current and future healthcare needs with associated cost for individuals who have experienced catastrophic injury or have chronic health care needs. |

It is agreed that, in consideration of any endorsement premium change stated above, the Professional Protection Policy – Healthcare Coverage Part is amended as follows:

I. The COVERAGE AGREEMENTS section is amended to add the following new coverage:

Non-Medical Services Liability

We will pay “defense costs” and “damages” to which this policy applies resulting from a “claim” against you because of a “Non-Medical Services Incident” caused by your performance of “non-medical services”; provided that:

- The “Non-Medical Services Incident” first occurs on or after the “retroactive date” and before the termination of the “policy period”;
- The “claim” is first made against you during the “policy period” and reported to us in accordance with the Reporting of Claims section of the policy;
- Prior to the inception of the “policy period”, no “insured”:
  - knew or had a basis to know of any “Non-Medical Services Incident”, “related acts” or any other circumstance that could reasonably be expected to give rise to the “claim” hereunder; or
  - had given notice to any insurer of any “related claim” or circumstance underlying such “claim” or “related claim”; and
• The “claim” is made within the United States but may arise from a “Non-Medical Services Incident” occurring anywhere in the world.

Payment of “damages” will be subject to the applicable Limit of Insurance stated in the SCHEDULE OF COVERAGE. All “defense costs” are paid in addition to, and will not reduce, the Limit of Insurance.

II. Solely with respect to a “claim” based upon or arising from the performance of “non-medical services”, the LIMITS OF INSURANCE section of the policy is amended to add the following:

Non-Medical Services Claims Sub-Limit of Insurance

• The “Non-Medical Services” Aggregate Limit of Insurance shown in the SCHEDULE OF COVERAGE of the Non-Medical Services Coverage Endorsement - Occurrence is the most we will pay for all “non-medical services” “damages” under this policy regardless of the number of “non-medical services” “claims” made. This “Non-Medical Services” Aggregate Limit of Insurance is subject to and shall erode the Aggregate Limit of Insurance under the policy.

• Subject to the “Non-Medical Services” Aggregate Limit of Insurance, the “Non-Medical Services” Each “Claim” Limit of Insurance shown in the Declarations is the most we will pay for all “damages” under the policy for one “non-medical services” “claim” or all “non-medical services” “related claims.”

III. Solely with respect to the application of this endorsement, the following definitions are added to the policy:

“Non-medical services” means those services stated in the SCHEDULE OF COVERAGE when provided to others for compensation.

“Non-Medical Services Incident” means any act, error or omission committed by you in the performance of “non-medical services”.

IV. Solely with respect to the application of this endorsement, the following definition is deleted and replaced as follows:

“Related claim” means any “claim” that is based upon or arises from the same “Non-Medical Services Incident” or “related acts”. All “related claims” will be deemed a single “claim”.

“Related incidents” means all “Non-Medical Services Incidents” logically or causally connected by any fact, circumstance, situation, event, transaction, cause or series of related facts, circumstances, situations, events, transactions or causes.

V. Solely with respect to the application of this endorsement, the following exclusions shall apply, notwithstanding any provisions to the contrary stated anywhere else in the policy:

Coverage will not apply under the Non-Medical Services Liability coverage agreement to:

• Any “claim” excluded under the EXCLUSIONS section of the policy to which this endorsement is attached;
• “claims” for “bodily injury” or “property damage”;
• “claims” based upon or arising from commingling, misappropriation, or improper use of funds or any allegations of your gaining profit or advantage to which you are not legally entitled;
• “claims” based upon or arising from the participation in, design, or solicitation of any structured settlement proposal;
• “claims” based upon or arising from your “professional services” performed directly for a patient;
• “claims” based upon or arising from your actions, decisions, or administration of any employee benefit plan assets;
• “claims” based upon or arising from the recommendation, use, maintenance, or performance of any electronic or computer system or program;

• “damages” resulting from “claims” based upon or arising from lack of good faith or fair dealing in claims handling or obligations under an insurance contract or benefit plan;

• “claims” based upon or arising from any “non-medical services” you provide without a valid and active license, credentials, certification, or other form of authorization to the extent required by applicable state, federal, or local law, rule or regulation;

• “claims” based upon or arising from any proceeding, or the insolvency, receivership, bankruptcy or inability to pay of any entity in which you have placed or obtained coverage, or in which you have placed the funds of a client or account;

• “claims” based upon or arising from allegation of antitrust or anti-competitive activities.

All other terms and conditions of this policy remain unchanged.
STUDENT GRADUATE ENDORSEMENT

It is agreed that, in consideration of any endorsement premium change stated above, the Professional Protection Policy – Healthcare Coverage Part is amended as follows:

If, during the “policy period”, the “named insured” graduates and is granted full licensure, certification, or equivalent qualification to practice the profession stated in the Declarations, this policy will provide coverage for the “named insured’s” performance of “professional services” in a full professional capacity for the duration of the “policy period” without additional premium.

All other terms and conditions remain unchanged.
TELEHEALTH COVERAGE ENDORSEMENT

It is agreed that, in consideration of any endorsement premium change stated above, the Professional Protection Policy – Healthcare Coverage Part is amended as follows:

1. The definition of “professional services” is amended to add the following at the end thereof:
   “Professional services” also includes “telehealth” services performed by the “named insured”.

2. The following new definition is added:
   “Telehealth” means any medical services performed for an individual:
   • who is not in the same location or physical presence of the provider;
   • with whom a patient-provider relationship has been established pursuant to applicable legal standards; and
   • where such services are performed in real-time via the internet using audio-visual communication technology.

3. Solely as respects coverage for “telehealth” services, the following exclusions are added:
   This policy does not provide coverage for “claims”, actions, or proceedings based upon or arising from:
   • your lack of permission, authorization, or license to practice your profession in the jurisdiction where the patient is located;
   • the prescription of or failure to prescribe opioid- or narcotic-based drugs, except for codeine-based Schedules III and V drugs;
   • the failure, suspension, or interruption of communications technology used to perform “telehealth” services.

All other terms and conditions of the policy remain unchanged.
LOCATION- OR JOB-SPECIFIC COVERAGE ENDORSEMENT

It is agreed that the following condition is added to the end of the COVERAGE AGREEMENTS section of the Professional Protection Policy – Healthcare Coverage Part and supersedes any provisions to the contrary:

The coverages provided by this policy apply with respect to “professional services” performed only at the following locations or for the following clients pursuant to a contract for services, as applicable. If a contract period is stated for such location or client, then coverage only applies during such contract period. If no specific contract period is stated, then coverage is ongoing during the policy period.

<table>
<thead>
<tr>
<th>Location or Name of Client</th>
<th>Contract Period</th>
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<tbody>
<tr>
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All other terms and conditions of the policy remain unchanged.
# PROFESSIONAL PROTECTION POLICY - HEALTHCARE

## DECLARATIONS

THIS IS A CLAIMS MADE AND REPORTED POLICY. PLEASE READ THE ENTIRE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED. COVERAGE APPLIES ONLY TO A CLAIM FIRST MADE AGAINST THE INSURED AND REPORTED TO US DURING THE POLICY PERIOD IN ACCORDANCE WITH THE REPORTING REQUIREMENTS OF THIS POLICY.

CLAIM EXPENSES ARE INCLUDED IN THE LIMITS OF INSURANCE, AND PAYMENT THEREOF WILL ERODE, AND MAY EXHAUST, THE LIMIT OF INSURANCE AVAILABLE TO PAY DAMAGES.

<table>
<thead>
<tr>
<th>Named Insured</th>
<th>Policy No.</th>
<th></th>
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<tbody>
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<table>
<thead>
<tr>
<th>Mailing Address</th>
<th>Your Profession:</th>
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<tbody>
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<table>
<thead>
<tr>
<th>Policy Period</th>
<th>From:</th>
<th>To:</th>
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Both days at 12:01 a.m. local standard time at the Mailing Address of the Named Insured stated above

<table>
<thead>
<tr>
<th>Policy Premium</th>
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<td>$</td>
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</table>

## BASE COVERAGE

<table>
<thead>
<tr>
<th>Limits of Insurance</th>
<th>Deductible</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Professional Liability – including the following coverage extensions:</th>
</tr>
</thead>
<tbody>
<tr>
<td>$[ ] Each Claim</td>
</tr>
<tr>
<td>$[ ] Each Named Insured</td>
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</tbody>
</table>

## OPTIONAL COVERAGE PARTS

(Coverage applies only if a [X] and a Limit of Insurance are displayed.)

<table>
<thead>
<tr>
<th></th>
<th>Limits of Insurance</th>
<th>Deductible</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ General Liability – including:</td>
<td>$[ ] Each Occurrence</td>
<td>$ [ ] Each Claim</td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>• Fire Legal Liability</th>
<th>$[ ] Aggregate</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Personal and Advertising Injury Liability</td>
<td>$[ ] Aggregate for Fire Legal Liability</td>
</tr>
<tr>
<td>□ Hired and Non-Owned Auto Liability</td>
<td>$[ ] Each Occurrence</td>
</tr>
<tr>
<td></td>
<td>$[ ] Aggregate</td>
</tr>
</tbody>
</table>

**NOTICES TO INSURER**

*By 24-hour toll free number:* [855-453-9675]

*By Email:* [claimsnotice@bhspecialty.com]

*By Mail:* Log on to [www.bhspecialty.com/claims-reporting.html] for mailing address

**POLICY FORMS AND ENDORSEMENTS**


**THESE DECLARATIONS, THE POLICY FORM AND ANY ENDORSEMENTS ATTACHED HERETO CONSTITUTE THE ABOVE NUMBERED INSURANCE POLICY.**

**Signatures:**

[Insert Signature] [Insert Signature]

________________________________________           ____________________________________________

[Insert Secretary Name], Secretary                                     [Insert President Name], President

[XX/XX/XXXX]

**Dated**
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<td>EXCLUSIONS</td>
<td>4</td>
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<td>OTHER INSURANCE</td>
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<tr>
<td>CONDITIONS</td>
<td>6</td>
</tr>
<tr>
<td>DEFINITIONS</td>
<td>10</td>
</tr>
</tbody>
</table>
CONTRACT

THIS IS A CLAIMS MADE AND REPORTED POLICY. PLEASE READ THE ENTIRE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED. COVERAGE APPLIES ONLY TO A CLAIM FIRST MADE AGAINST THE INSURED AND REPORTED TO US IN ACCORDANCE WITH THE REPORTING REQUIREMENTS OF THIS POLICY. DEFENSE COSTS ARE IN ADDITION TO THE LIMITS OF LIABILITY.

Throughout this policy the words “you” and “your” refer to the “named insured” shown in the Declarations and any other person or “business entity” qualifying as and an “insured” under this policy.

The words “we”, “us” and “our” refer to the Company providing this insurance.

In consideration of the payment of the premium and subject to the statements in the Declarations and in the Application submitted to us for this policy together with any written materials attached thereto and submitted to us, and subject to the Limit of Insurance, exclusions, conditions and other terms of this policy, the parties agree as follows:

COVERAGE

INSURING AGREEMENT: PROFESSIONAL LIABILITY COVERAGE

We will pay “defense costs” and those sums that you become legally obligated to pay as “damages” as a result of a “claim” because of an “incident” to which this policy applies.

This insurance applies to “incidents” that occur or allegedly occur before the expiration of the “policy period” and after the “retroactive date” shown on the Declarations, but only if the “claim” is first made against you and reported to us during the “policy period” or “extended reporting period”, if applicable.

No other obligation or liability to pay any sums or perform any acts or services is covered by this policy unless explicitly provided for under the Coverage Extensions set forth below, and then only to the extent provided therein and pursuant to this policy.

COVERAGE EXTENSIONS

Payments made under these Coverage Extensions are in addition to and do not reduce the Limits of Insurance shown in the Declarations.

A. Reputation Protection Coverage
We will retain a public relations consultant or crisis management consultant on your behalf and pay reasonable and necessary costs, expenses and fees incurred to engage such consultant to respond to a “reputation threat” in connection with any “claim” because of an “incident” for which coverage is provided under this policy.

The maximum amount payable under this Coverage Extension is $50,000 per “claim”.

B. Licensing Board Coverage

We will retain counsel and pay on your behalf reasonable and necessary costs, expenses and fees incurred to engage such counsel to represent you in connection with the investigation or defense of any action or proceeding initiated against you by any entity responsible for regulating the profession of the first “named insured” shown in the Declarations; provided that such action or proceeding arises from an “incident” for which coverage is provided in the Insuring Agreement above and notice of any such action or proceeding is first received by you and reported to us during the “policy period”.

The maximum amount payable under this Coverage Extension is $25,000 per action or proceeding.

C. Wage Loss/Deposition Expense Coverage

We will reimburse you for actual lost wages and reasonable and necessary costs and expenses incurred by you if you are requested by us to attend any deposition(s), trial(s), hearing(s), or arbitration proceedings(s) relative to the defense of a covered “claim”.

This Coverage Extension does not apply to any deposition where you are acting as a paid expert.

The maximum amount payable under this Coverage Extension is $1,000 per day.

D. HIPAA Coverage

We will retain counsel and pay on your behalf reasonable and necessary costs and expenses and fees incurred to engage such counsel to represent you in connection with a “HIPAA proceeding” brought against you for a violation of any privacy rules or regulations promulgated under HIPAA in connection with the management and transmission of “protected health information”; provided such violation occurs during the “policy period” and we will pay on your behalf “HIPAA fines and penalties” which you become legally obligated to pay arising from a “HIPAA proceeding” brought against you for a violation during the “policy period” of any privacy rules or regulations promulgated under HIPAA in connection with the management and transmission of “protected health information”.

The maximum amount payable under this Coverage Extension is $25,000 per action or proceeding.

DEFENSE AND SETTLEMENT

A. We shall have the right and duty to defend any “claim” against you that seeks “damages” covered by this policy, even if the “claim” is groundless, false or fraudulent; however we will not be obligated to pay any “claim” or judgment or continue to defend a “claim” after the applicable Limit of Insurance has been exhausted by payment of “damages” to which this insurance applies.

When we assume the defense of any “claim” we will select and assign defense counsel and pay covered “defense costs”.
B. We may negotiate and settle any “claim” as we deem expedient; however, we will not commit to any settlement without the written consent of the first “named insured”. If the “named insured” refuses to consent to any settlement acceptable to the claimant that we recommend, then, subject to the Limits of Insurance shown in the Declarations, our liability for such “claim” will not exceed the amount for which such “claim” could have been settled plus “defense costs” up to the date the “named insured” refused to settle such “claim”.

C. We shall have the right but not the duty to appeal any judgment.

LIMITS OF INSURANCE

A. The Limits of Insurance shown in the Declarations is the most we will pay for all “damages” under this policy regardless of the number of “insureds” under this policy or “claims” made.

B. More than one “claim” involving the same “incident” or “related incident” of one or more “insured” shall be considered a single “claim” and subject to one Limit of Insurance. All such “claims” constituting a single “claim” shall be deemed to have been first made on the earlier of the following dates: (1) the earliest date on which any such “claim” was first made; or (2) the earliest date on which any such “incident” or “related incident” was reported under this policy or any other policy providing similar coverage, regardless of whether such date is before or during the “policy period”. In no event shall a single law suit or proceeding constitute more than one “claim”.

C. Subject to Paragraphs A. and B. above,

1. The Each Claim Limit shown in the Declarations is the most we will pay for all “damages” arising out of any one “claim”.

2. The Each Named Insured Limit shown in the Declarations or as shown in any Schedule of Named Insureds attached hereto is the most we will pay for all “damages” for any one “named insured”.

D. “Defense costs” shall be in addition to the Limits of Insurance shown in the Declarations and shall not reduce the Limits of Insurance.

EXCLUSIONS

A. Abuse or Sexual Misconduct

This policy does not apply to any “claim” based upon or arising out of physical abuse, physical assault, physical molestation, mental abuse, battery, sexual assault, sexual abuse, sexual molestation, sexual harassment, or sexual misconduct (collectively “abuse”); provided, however, we will retain counsel to represent you and pay on your behalf “defense costs” for non-criminal proceedings brought against you during the “policy period” alleging such “abuse” unless or until such “abuse” has been determined to have occurred, by any judgment, final ruling or admission adverse to you in any judicial, administrative or alternative dispute resolution proceeding. Such defense will not waive any of our rights under this policy. We shall not be required to appeal any such adjudication, judgment or ruling. The conduct or knowledge of one “insured” shall not be imputed to any other “insured”. However, criminal proceedings are not covered by this policy regardless of the allegations made against you.

B. Conduct

This policy does not apply to any “claim” based upon, arising out of or relating to any dishonest, fraudulent, criminal, malicious or intentiontal act committed by or at the direction of any “insured”, including, but not limited to, the willful or reckless violation of any statute, rule, regulation, or other law; however, we will retain counsel to represent you and pay on your behalf “defense costs” for non-
criminal “claims” brought against you during the “policy period” alleging such act unless or until it has been determined by judgment, final ruling or admission adverse to you in any judicial proceeding, administrative or alternative dispute resolution proceeding that such act was committed. Such defense will not waive any of our rights under this policy. We shall not be required to appeal any such adjudication, judgment or ruling.

C. Contractual Liability
This policy does not apply to any “claim” based upon or arising out of:
1. Your alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees; or
2. The liability of others you assume under any oral or written contract or agreement.

However, this exclusion shall not apply to: (i) your liability that exists in the absence of such contract or agreement or (ii) any “claim” against you by your client or customer, if and to the extent that the “claim” alleges a breach of contractual obligations in the rendering of or failure to render “professional services”.

D. Employment
This policy does not apply to any “claim” based upon, arising out of or relating to any employment practice, including but not limited to wrongful dismissal, discharge or termination, discrimination, harassment, retaliation or other employment-related “claim”.

E. ERISA, Workers’ Compensation and Similar Laws
This policy does not apply to any “claim” based upon or arising out of any of the following:
1. The Employee Retirement Income Security Act of 1974 (including amendments relating to the Consolidated Omnibus Budget Reconciliation Act of 1985), or any amendment or revision thereto;
2. Any workers’ compensation, disability benefits or unemployment compensation law; or
3. Any other statute, regulation, or law that is similar to those in 1. or 2. above.

F. Loading or Unloading
This policy does not apply to “bodily injury” or “damage” based upon, arising out of, directly or indirectly resulting from, in consequence of, or involving your ownership, use, care of, operation of, lease or rental, the loading or unloading of patients or property from, the transportation of patients in, or the entrustment to others in an auto, mobile equipment, watercraft or aircraft, including an auto, mobile equipment, watercraft or aircraft which is loaned to the “named insured” or which is operated for the “named insured” by its “employee”, including an auto owned by an “employee”.

G. Related Entities
This policy does not apply to any “claim” brought or maintained by or on behalf of:
1. Any “insured”, or any associated entity of an “insured”; or
2. Any person who, at the time of the “incident” giving rise to the “claim”, is a family member;
3. Any person controlled by or any entity operated or controlled by any “insured”, or any employee, partner or trustee of any “insured”; or
4. Any person or entity in which any “insured” has a direct or indirect financial interest or advised or induced by the “insured” to invest in or lend money to any person, firm, company or entity referred to above or to the “insured”.

H. Return of Fees
This policy does not apply to any “claim” seeking a return or withdrawal of any fees or charges.

I. Revoked
This policy does not apply to any liability resulting from “professional services” you provide while your license, credentials or certification to practice is suspended, revoked or no longer valid.

J. Prior Incidents, Acts, or Injuries
This policy does not apply to any “claim” arising out of any act, error or omission, including an “incident”, “Good Samaritan act” or “bodily injury” that occurred before the “retroactive date”.

K. Violation of Law
This policy does not apply to any “claim” based upon or arising out of violation of any statute, regulation, ordinance or common-law that prohibits or limits the collection, recording, disclosure, transmission, communication, distribution, or failure to protect material or information in any form (except to the extent covered under the HIPAA Coverage in the Coverage Extensions of this policy).

OTHER INSURANCE
All amounts payable under this policy will be specifically excess of, and will not contribute with, any other valid and collectible professional liability insurance or any other valid and collectible liability insurance unless such insurance is specifically excess of this policy.

CONDITIONS

A. Assistance and Cooperation
You shall cooperate with us and provide us all information which we reasonably request, including but not limited to attending hearings, depositions, and trials and assistance in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and conducting the defense of any “claim” covered by this policy. You shall do nothing that may prejudice our position.

No “insured” will, except at that “insured's” own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

B. Cancellation, Nonrenewal and Automatic Renewal
1. Cancellation
   a. The first “named insured” shown in the Declarations may cancel this policy. Such notice must indicate when the cancellation is to take effect.
   b. We may cancel this policy. If we cancel because of non-payment of premium, we must notify the first “named insured” shown in the Declarations at least ten (10) days before the effective date of cancellation stating when the cancellation is to take effect. If we cancel for any other reason, we must notify the first “named insured” shown in the Declarations at least sixty (60) days before the effective date of cancellation stating when the cancellation is to take effect.
   c. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter, but the cancellation will be effective even if we have not made or offered any refund of unearned premium.
2. **Non-renewal**
   If we decide not to renew this policy, we will notify the first “named insured” shown in the
   Declarations of the nonrenewal not less than sixty (60) days before the expiration date of this
   policy.

3. **Automatic Renewal**
   We shall offer automatic renewal this policy unless:
   a. Either party has cancelled this policy for any reason permitted herein or by law;
   b. A material change in your profession, “professional services” or “business entity’s”
      operation as shown on the Declaration page has occurred; or
   c. You have notified us of a “claim” under this policy.
   To the extent applicable, ninety (90) days in advance of the expiration of the “policy period” we
   will provide the first “named insured” notification of an offer of automatic renewal of this policy.
   Any automatic renewal will be at the same terms and conditions as this policy (except for the
   inception and expiration dates of the “policy period” and at our sole and absolute discretion, the
   premium charged for the renewal policy) for a term of one year.

C. **Changes**
   This policy can be changed only by a written endorsement that we make to this policy.

D. **Change In Control**
   If during the “policy period”:
   1. The first “named insured” shown in the Declarations consolidates with or merges into, or sells all
      or substantially all of its assets to any person or entity; or
   2. Any person or entity acquires an amount of the outstanding ownership interests representing
      more than fifty percent (50%) of the voting or designation power for the election of directors of
      the first “named insured” shown in the Declarations, or acquires the voting or designation rights
      of such an amount of ownership interests;
      this policy will continue in full force and effect as to “incidents” that occur prior to the effective
      date of such transaction.
   Coverage will be afforded by this policy for an “incident” that occurs on or after the effective date of
   such transaction if the “named insured” notifies us of the transaction no later than ninety (90) days
   after the effective date of the transaction.
   If the “named insured” fails to notify us within ninety (90) days of the effective date of such
   transaction coverage afforded by this policy will cease on the ninetieth (90th) day after the effective
   date of such transaction at 12:01 am standard time of the address of the first “named insured” shown
   in the Declarations or the end of the “policy period”, whichever is earlier.
   The provisions of Paragraph D. shall only apply to transactions with third parties not under control or
   ownership of the “named insured” on the inception date of this policy.

E. **Concealment, Misrepresentation, Fraud**
   This policy is void in any case of fraud by you relating to it. It is also void if you intentionally conceal or
   misrepresent a material fact or circumstance concerning this policy.

F. **Conformance to Statute**
The terms of this policy which are in conflict with the statutes, laws, ordinances or regulations in any country, jurisdiction, state or province where this policy is issued are amended to conform to the minimum requirements of such statutes, laws, ordinances or regulations.

G. Coverage Territory
This policy applies to “claims” brought against you in the United States of America, including its territories or possessions.

H. Extended Reporting Periods
We will provide one or more Extended Reporting Periods as detailed below, if this policy is cancelled or not renewed for any reason other than non-payment of premium.

Any Extended Reporting Period does not extend the “policy period” shown in the Declarations or change the scope of coverage provided. Coverage for a “claim” deemed first made during the Extended Reporting Period shall only apply with respect to any “incidents” that occur or allegedly occur before the expiration of the “policy period” or the date of the policy termination, whichever is earlier and after the “retroactive date” shown on the Declarations and not previously reported to us.

Once in effect, an Extended Reporting Period may not be cancelled. Extended Reporting Periods do not apply to “claims” that are covered under any subsequent insurance you purchase or would be covered but for exhaustion of the limit of insurance applicable to such “claims”. All “claims” under Extended Reporting Periods must be reported to us as detailed in the Conditions section of the policy and are deemed reported on the expiration date of the policy.

1. Automatic Extended Reporting Period
   a. An Automatic Extended Reporting Period is provided at no charge for sixty (60) days after the expiration of the “policy period” or the date of the policy termination, whichever is earlier.
   b. The Automatic Extended Reporting Period does not reinstate or increase the Limit of Insurance.

2. Death, Disability or Retirement (DDR) Extended Reporting Period
   a. We will issue an extended reporting period endorsement of unlimited duration at no cost to you if:
      i. You die;
      ii. Become totally and permanently disabled as a result of an accident or disease after the effective date of the policy; or
      iii. Retire completely from your profession after been continuously insured with us for the immediately preceding three (3) years, and have reached age 55.
   b. The DDR Extended Reporting Period does not reinstate or increase the Limit of Insurance.

3. Optional Unlimited Extended Reporting Period
   a. An Optional Unlimited Extended Reporting Period is available by endorsement and for an additional charge. The Optional Unlimited Extended Reporting Period commences when the Automatic Extended Reporting Period, detailed above, ends.
   b. The Optional Extended Reporting Period does not reinstate or increase the Limit of Insurance.

4. If you fail to notify us of a change in control within ninety (90) days of such change, pursuant to Paragraph D. Change In Control of this Conditions section, any resulting entity or person that may have been entitled to purchase an Optional Unlimited Extended Reporting Period coverage will not be eligible to purchase such.
I. **Knowledge of Incident, Occurrence, or Circumstance**

This policy applies to a “claim” only if prior to the inception date of the policy no “insured” had any knowledge of any “incident”, occurrence or circumstance, that would result in such “claim”.

With respect to any reporting requirements under this policy, it is understood and agreed that knowledge of an “incident”, occurrence, circumstance or “claim” by an agent, servant or “employee” of yours or any other person shall not in itself constitute knowledge by you, unless a “notice insured” shall have received notice of it from said agent, servant, “employee” or any other person.

J. **Legal Actions Against Us**

No person or entity has a right under this policy:

1. To join us as a party or otherwise bring us into a suit asking for “damages” from you; or
2. To sue us under this policy; unless all of its terms have been fully complied with.

A person or entity may sue us to recover on an agreed settlement (which is a settlement and release of liability signed by us, you and the claimant or the claimant’s legal representative) or on a final judgment against you; but we will not be liable for “damages” that are not payable under this policy or that are in excess of the applicable Limits of Insurance of this policy.

K. **Notice of A Claim**

You shall, as a condition precedent to your rights under this policy with respect to a “claim”, notify us as soon as practicable after you first learn of such “claim”. In addition, you must promptly send us copies of any demands, notices, summonses or legal papers received in connection with the “claim”; authorize us to obtain records and other information; cooperate with us in the investigation or settlement of or defense against the “claim”; and assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to you because of “bodily injury” or “damage” to which this insurance may also apply. To the extent possible, notice should include: how, when and where the “incident”, occurrence or circumstance took place; and the nature and location of any “bodily injury” or “damage” arising out of any “incident”, occurrence or circumstance.

L. **Representations**

By accepting this policy, you agree that the statements in the Declarations and Application and any written materials attached thereto are accurate and complete; those statements are based upon representations you made to us; and we have issued this policy in reliance upon your representations.

M. **Separation of Insureds**

Except with respect to the Limit of Insurance and any other rights or duties specifically assigned to the first “named insured” shown in the Declarations, this policy applies:

1. As if each “named insured” were the only “named insured;” and
2. Separately to each “insured” against whom a “claim” is made.

N. **Sole Agent**

If there is more than one “named insured”, the first “named insured” shall act on behalf of all “insureds” for all purposes, including but not limited to the payment or return of premium, payment of any receipt and acceptance of any endorsement issued to form a part of this policy, complying with all applicable claims provisions, giving and receiving notice of cancellation or nonrenewal.
O. **Subrogation and Transfer of Rights of Recovery**
   If we make any payment under this policy, we shall be subrogated to all of your rights against any person or entity, including the right to participate with you in the exercise of all of your rights of recovery. You shall deliver instruments and papers to us and do whatever else is necessary to secure such rights.
   We will not exercise any such rights against any persons, firms, or corporations included in the definition of an “insured” or against any other entities if prior to a “claim”, a waiver of subrogation was so required and accepted under a specific written contractual undertaking by you.
   Any recovery obtained through subrogation, after expenses incurred in such subrogation are deducted by the party bearing the expense, reimbursement will be made in the following order:
   1. First, to any interest who has paid any amount in excess of the Limit of Insurance provided under this policy;
   2. Next, to us; and
   3. Then to any interest as are entitled to “claim” the remainder, if any.

P. **Transfer of Your Rights and Duties**
   Your rights and duties under this policy may not be transferred without our written consent. If you die or are legally declared bankrupt, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. However, notice of cancellation sent to the first “named insured” shown in the Declarations and mailed to the address shown the Declarations of this policy will be sufficient notice to effect cancellation of this policy.

Q. **Unintentional Failure to Disclose**
   Your failure to disclose all hazards existing as of the inception date of the policy will not prejudice you with respect to the coverage afforded by this policy, provided that any such failure or omission is not intentional.

R. **Violation of Economic or Trade Sanctions**
   If any coverage provided under this policy would be in violation of any applicable economic or trade sanctions, including but not limited to, sanctions administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (“OFAC”), then that coverage shall be null and void.

**DEFINITIONS**

A. “Bodily injury” means bodily injury, sickness or disease sustained by a person, including death, mental anguish, mental injury, shock or humiliation resulting from any of these at any time.

B. “Business entity” includes any entity which is existing acquired or formed by the first “named insured” at inception of or during the “policy period” and over which the first “named insured” maintains ownership or majority interest, other than a joint venture, but this insurance shall not apply if such new entity is also an “insured” under any other similar liability or indemnity policy or would be insured under any such policy but for exhaustion of its limits of indemnity. Unless written notice is given to us, this coverage shall terminate ninety (90) days from the date any such entity is acquired or formed by the first “named insured”, or the expiration of the “policy period”, whichever is earlier, and shall only apply to “claims” brought against the “insured” arising out of the business or professional occupation shown in the Declarations.
C. “Claim” means:
   1. A written demand against you for monetary and non-monetary (including injunctive) relief due to
      an “incident”, including a demand to engage in arbitration or mediation;
   2. A civil proceeding against you seeking “damages” commenced by the service of a complaint or
      similar pleading upon you; or
   3. A written notification of an “incident”, occurrence or circumstance which may result in a “claim”
      under this policy.

D. "Damages" mean a monetary judgment, award or settlement, including punitive and exemplary
   damages (but only to the extent insurable by law). “Damages” includes pre-judgment and post-
   judgment interest awarded against you on that part of the judgment we pay.
   “Damages” does not include:
   1. Fines, sanctions, penalties, except for “HIPAA fines and penalties” as insured under Coverage
      Extension D;
   2. Taxes or tax penalties;
   3. Any amount which an “insured” is legally absolved from payment; or
   4. Any amount not insurable under the law pursuant to which this policy shall be construed.

E. “Defense costs” means reasonable and necessary fees, costs and expenses in the defense or appeal of
   a “claim” or proceeding brought against you.

F. “Employee” means a person who is engaged by you to perform work under your direction in the
   profession of the first “named insured” shown in the Declarations. “Employee” includes a temporary
   worker.

G. “Good Samaritan act” means emergency first-aid rendered by you.

H. “HIPAA Fines and Penalties” means civil fines and penalties imposed upon you for a failure to comply
   with the requirements of the Health Insurance Portability and Accountability Act of 1996 and
   amendments thereto (“HIPAA”). “HIPAA fines and penalties” do not include fines and penalties
   imposed on you for a knowing wrongful disclosure of any “protected health information”.

I. “HIPAA Proceeding” means an administrative proceeding brought against you by the Department of
   Health and Human Services or its designee alleging a violation under HIPAA or any rules or regulations
   promulgated thereunder.

J. “Incident” means any act, error or omission resulting in “bodily injury” and occurring subsequent to
   the “retroactive date”:
   1. In the rendering or failure to render “professional services” in the conduct of the profession of the
      first “named insured” shown in the Declarations, including any such act, error or omission in
      connection with a “Good Samaritan act”; or
   2. In the performance of services by you as a member of a formal accreditation, ethics, peer review,
      licensing board, standards review or similar professional board or committee of a professional
      organization; in the conduct of the profession of the first “named insured” shown in the
      Declarations.

K. “Insured” means the “named insured” and any other person or entity designated as such on the
   Declarations or any person or entity listed in an endorsement attached to this policy designated as an
   “insured”.

L. “Notice insured” means you or any employee authorized by you to give or receive notice of a “claim”,
   “incident”, occurrence or circumstance.
M. “Policy period” means the period of time from the inception date shown in the Declarations to the earlier of the expiration date shown in the Declarations or the effective date of termination of this policy.

N. “Pollutants” means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

O. “Professional services” means those services for which you are licensed, certified, accredited, trained or qualified to perform within the scope of the profession of the first “named insured” shown in the Declarations which are performed on behalf of the first “named insured”, including any services provided as part of clinical trials.

“Professional services” also means your services while acting within the scope of the profession of the first “named insured” shown in the Declarations as a member of a formal accreditation, standards review or similar board or committee, as well as your acting in a supervisory, teaching or proctoring role at the “named insured’s” request.

“Professional services” includes scheduling and qualifying suitable work assignments for eligible healthcare providers.

P. “Protected health information” means information pertaining to a patient or client that has been collected or compiled by you or provided by you to another that is subject to protection under HIPAA.

Q. “Related incidents” means any actual or alleged separate or series of “incidents” directly arising out of or related to the same or similar act, error, omission, service, transaction, event, representation, statement, practice, advice, decision or circumstances.

R. “Reputation threat” means an act or event that the first “named insured” believes would, if disclosed in a public medium, have an adverse impact on the public perception of an “insured”.

S. “Retroactive date” means the date shown as such in the Declarations. The “retroactive date” is the earliest date on which an “incident” can take place for which coverage will be available for a “claim” made and reported under this policy.
# Professional Protection Policy - Healthcare

**SELF-EMPLOYED | OCCURRENCE**

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CONTRACT

THIS IS AN OCCURRENCE POLICY. PLEASE READ THE ENTIRE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.

Throughout this policy the words “you” and “your” refer to the “named insured” shown in the Declarations and any other person or “business entity” qualifying as and an “insured” under this policy.

The words “we”, “us” and “our” refer to the Company providing this insurance.

In consideration of the payment of the premium and subject to the statements in the Declarations and in the Application submitted to us for this policy together with any written materials attached thereto and submitted to us, and subject to the Limit of Insurance, exclusions, conditions and other terms of this policy, the parties agree as follows:

COVERAGE

INSURING AGREEMENT: PROFESSIONAL LIABILITY COVERAGE

We will pay “defense costs” and those sums that you become legally obligated to pay as “damages” as a result of a “claim” because of an “incident” to which this policy applies provided such “incident” occurs during the “policy period”.

No other obligation or liability to pay any sums or perform any acts or services is covered by this policy unless explicitly provided for under the Coverage Extensions set forth below, and then only to the extent provided therein and pursuant to this policy.

COVERAGE EXTENSIONS

Payments made under these Coverage Extensions are in addition to and do not reduce the Limits of Insurance shown in the Declarations.

A. Reputation Protection Coverage

We will retain a public relations consultant or crisis management consultant on your behalf and pay reasonable and necessary costs, expenses and fees incurred to engage such consultant to
respond to a “reputation threat” in connection with any “claim” because of an “incident” for which coverage is provided under this policy.

The maximum amount payable under this Coverage Extension is $50,000 per “claim”.

B. Licensing Board Coverage

We will retain counsel and pay on your behalf reasonable and necessary costs, expenses and fees incurred to engage such counsel to represent you in connection with the investigation or defense of any action or proceeding initiated against you by any entity responsible for regulating the profession of the first “named insured” shown in the Declarations; provided that such action or proceeding arises from an “incident” for which coverage is provided in the Insuring Agreement above.

The maximum amount payable under this Coverage Extension is $25,000 per action or proceeding.

C. Wage Loss/Deposition Expense Coverage

We will reimburse you for:
Actual lost wages and reasonable and necessary costs and expenses incurred by you if you are requested by us to attend any deposition(s) trial(s), hearing(s), or arbitration proceedings(s) relative to the defense of a covered “claim”.

This Coverage Extension does not apply to any deposition where you are acting as a paid expert.
The maximum amount payable under this Coverage Extension is $1,000 per day.

D. HIPAA Coverage

We will retain counsel and pay on your behalf reasonable and necessary costs and expenses and fees incurred to engage such counsel to represent you in connection with a “HIPAA proceeding” brought against you for a violation of any privacy rules or regulations promulgated under HIPAA in connection with the management and transmission of “protected health information”; provided such violation occurs during the “policy period” and we will pay on your behalf “HIPAA fines and penalties” which you become legally obligated to pay arising from a “HIPAA proceeding” brought against you for a violation during the “policy period” of any privacy rules or regulations promulgated under HIPAA in connection with the management and transmission of “protected health information”.

The maximum amount payable under this Coverage Extension is $25,000 per action or proceeding.

**DEFENSE AND SETTLEMENT**

A. We shall have the right and duty to defend any “claim” against you that seeks “damages” covered by this policy, even if the “claim” is groundless, false or fraudulent; however we will not be obligated to pay any “claim” or judgment or continue to defend a “claim” after the applicable
Limit of Insurance has been exhausted by payment of “damages” to which this insurance applies.
When we assume the defense of any “claim” we will select and assign defense counsel and pay covered “defense costs”.

B. We may negotiate and settle any “claim” as we deem expedient; however, we will not commit to any settlement without the written consent of the first “named insured”. If the “named insured” refuses to consent to any settlement acceptable to the claimant that we recommend, then, subject to the Limits of Insurance shown in the Declarations, our liability for such “claim” will not exceed the amount for which such “claim” could have been settled plus “defense costs” up to the date the “named insured” refused to settle such “claim”.

C. We shall have the right but not the duty to appeal any judgment.

LIMITS OF INSURANCE

A. The Limits of Insurance shown in the Declarations is the most we will pay for all “damages” under this policy regardless of the number of “insureds” under this policy or “claims” made.
B. More than one “claim” involving the same “incident” or “related incident” of one or more “insured(s)” which occurred during the “policy period” shall be considered a single “claim” and subject to one Limit of Insurance.

C. Subject to Paragraphs A and B above:

1. The Each Claim Limit shown in the Declarations is the most we will pay for all “damages” arising out of any one “claim”.
2. The Each Named Insured Limit shown in the Declarations is the most we will pay for all “damages” for any one “named insured”.

D. “Defense costs” shall be in addition to the Limits of Insurance shown in the Declarations and shall not reduce the Limits of Insurance.

EXCLUSIONS

A. Abuse or Sexual Misconduct
This policy does not apply to any “claim” based upon or arising out of physical abuse, physical assault, physical molestation, mental abuse, battery, sexual assault, sexual abuse, sexual molestation, sexual harassment, or sexual misconduct (collectively “abuse”); provided, however, we will retain counsel to represent you and pay on your behalf “defense costs” for non-criminal proceedings brought against you during the “policy period” alleging such “abuse” unless or until such “abuse” has been determined to have occurred, by any judgment, final ruling or admission adverse to you in any judicial, administrative or alternative dispute resolution proceeding. Such defense will not waive any of our rights under this policy. We shall not be required to appeal any such adjudication, judgment or ruling. The conduct or knowledge of one “insured” shall not be imputed to any other “insured”. However, criminal proceedings are not covered by this policy regardless of the allegations made against you.

B. Conduct
This policy does not apply to any “claim” based upon, arising out of or relating to any dishonest, fraudulent, criminal, malicious or intentional act committed by or at the direction of any
“insured”, including, but not limited to, the willful or reckless violation of any statute, rule, regulation, or other law; however, we will retain counsel to represent you and pay on your behalf “defense costs” for non-criminal “claims” brought against you during the “policy period” alleging such act unless or until it has been determined by judgment, final ruling or admission adverse to you in any judicial proceeding, administrative or alternative dispute resolution proceeding that such act was committed. Such defense will not waive any of our rights under this policy. We shall not be required to appeal any such adjudication, judgment or ruling.

C. Contractual Liability
This policy does not apply to any “claim” based upon or arising out of:

1. Your alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees; or

2. The liability of others you assume under any oral or written contract or agreement.

However, this exclusion shall not apply to: (i) your liability that exists in the absence of such contract or agreement or (ii) any “claim” against you by your client or customer, if and to the extent that the “claim” alleges a breach of contractual obligations in the rendering of or failure to render “professional services”.

D. Employment
This policy does not apply to any “claim” based upon, arising out of or relating to any employment practice, including but not limited to wrongful dismissal, discharge or termination, discrimination, harassment, retaliation or other employment-related “claim”.

E. ERISA, Workers’ Compensation and Similar Laws
This policy does not apply to any “claim” based upon or arising out of any of the following:

1. The Employee Retirement Income Security Act of 1974 (including amendments relating to the Consolidated Omnibus Budget Reconciliation Act of 1985), or any amendment or revision thereto;

2. Any workers’ compensation, disability benefits or unemployment compensation law; or

3. Any other statute, regulation, or law that is similar to those in 1. or 2. above.

F. Loading or Unloading
This policy does not apply to “bodily injury” or “damage” based upon, arising out of, directly or indirectly resulting from, in consequence of, or involving your ownership, use, care of, operation of, lease or rental, the loading or unloading of patients or property from, the transportation of patients in, or the entrustment to others in an auto, mobile equipment, watercraft or aircraft, including an auto, mobile equipment, watercraft or aircraft which is loaned to the “named insured” or which is operated for the “named insured” by its “employee”, including an auto owned by an “employee”.

G. Related Entities
This policy does not apply to any “claim” brought or maintained by or on behalf of:

1. Any “insured”, or any associated entity of an “insured”;

2. Any person who, at the time of the “incident” giving rise to the “claim”, is a family member;
3. Any person controlled by or any entity operated or controlled by any “insured”, or any employee, partner or trustee of any “insured”; or
4. Any person or entity in which any “insured” has a direct or indirect financial interest or advised or induced by the “insured” to invest in or lend money to any person, firm, company or entity referred to above or to the “insured”.

H. Return of Fees
This policy does not apply to any “claim” seeking a return or withdrawal of any fees or charges.

I. Revoked
This policy does not apply to any liability resulting from “professional services” you provide while your license, credentials or certification to practice is suspended, revoked or no longer valid.

J. Prior Incidents, Acts, or Injuries
This policy does not apply to any “claim” arising out of any act, error or omission, including an “incident”, “Good Samaritan act” or “bodily injury” that occurred before the effective date of the policy.

K. Violation of Law
This policy does not apply to any “claim” based upon or arising out of violation of any statute, regulation, ordinance or common-law that prohibits or limits the collection, recording, disclosure, transmission, communication, distribution, or failure to protect material or information in any form (except to the extent covered under the HIPAA Coverage in the Coverage Extensions of this policy).

OTHER INSURANCE
All amounts payable under this policy will be specifically excess of, and will not contribute with, any other valid and collectible professional liability insurance or any other valid and collectible liability insurance unless such insurance is specifically excess of this policy.

CONDITIONS

A. Assistance and Cooperation
You shall cooperate with us and provide us all information which we reasonably request, including but not limited to attending hearings, depositions, and trials and assistance in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and conducting the defense of any “claim” covered by this policy. You shall do nothing that may prejudice our position.

No “insured” will, except at that “insured's” own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

B. Cancellation, Nonrenewal and Automatic Renewal
1. Cancellation
a. The first “named insured” shown in the Declarations may cancel this policy. Such notice must indicate when the cancellation is to take effect.

b. We may cancel this policy. If we cancel because of non-payment of premium, we must notify the first “named insured” shown in the Declarations at least ten (10) days before the effective date of cancellation stating when the cancellation is to take effect. If we cancel for any other reason, we must notify the first “named insured” shown in the Declarations at least sixty (60) days before the effective date of cancellation stating when the cancellation is to take effect.

c. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter, but the cancellation will be effective even if we have not made or offered any refund of unearned premium.

2. Non-renewal
If we decide not to renew this policy, we will notify to the first “named insured” shown in the Declarations of the nonrenewal not less than sixty (60) days before the expiration date of this policy.
If notice is mailed, proof of mailing will be sufficient proof of notice.

3. Automatic Renewal
We shall offer automatic renewal of this policy unless:

a. Either party has cancelled this policy for any reason permitted herein or by law;

b. A material change in your profession, “professional services” or “business entity’s” operation as shown on the Declaration page has occurred; or

c. You have notified us of a “claim” under this policy.
To the extent applicable, ninety (90) days in advance of the expiration of the “policy period” we will provide the first “named insured” notification of an offer of automatic renewal of this policy. Any automatic renewal will be at the same terms and conditions as this policy (except for the inception and expiration dates of the “policy period” and at our sole and absolute discretion, the premium charged for the renewal policy) for a term of one year.

C. Changes
This policy can be changed only by a written endorsement that we make to this policy.

D. Change In Control
If during the “policy period”:

1. The first “named insured” shown in the Declarations consolidates with or merges into, or sells all or substantially all of its assets to any person or entity; or

2. Any person or entity acquires an amount of the outstanding ownership interests representing more than fifty percent (50%) of the voting or designation power for the election of directors of the first “named insured” shown in the Declarations, or acquires the voting or designation rights of such an amount of ownership interests; this policy will continue in full force and effect as to “incidents” that occur prior to the effective date of such transaction.
Coverage will be afforded by this policy for an “incident” that occurs on or after the effective date of such transaction if the “named insured” notifies us of the transaction no later than ninety (90) days after the effective date of the transaction.

If the “named insured” fails to notify us within ninety (90) days of the effective date of such transaction coverage afforded by this policy will cease on the ninetieth (90th) day after the effective date of such transaction at 12:01 am standard time of the address of the “named insured” shown in the Declarations or the end of the “policy period”, whichever is earlier.

The provisions of this Paragraph D. shall only apply to transactions with third parties not under control or ownership of the “named insured” on the inception date of this policy.

E. Concealment, Misrepresentation, Fraud
This policy is void in any case of fraud by you relating to it. It is also void if you intentionally conceal or misrepresent a material fact or circumstance concerning this policy.

F. Conformance to Statute
The terms of this policy which are in conflict with the statutes, laws, ordinances or regulations in any country, jurisdiction, state or province where this policy is issued are amended to conform to the minimum requirements of such statutes, laws, ordinances or regulations.

G. Coverage Territory
This policy applies to “claims” brought against you in the United States of America, including its territories or possessions.

H. Knowledge of Incident, Occurrence, or Circumstance
This policy applies to a “claim” only if prior to the inception date of the “policy period” no “insured” had any knowledge of any “incident”, occurrence or circumstance, that a reasonable person might expect would result in such “claim”.

With respect to any reporting requirements under this policy, it is understood and agreed that knowledge of an “incident”, occurrence, circumstance or “claim” by an agent, servant or “employee” of yours or any other person shall not in itself constitute knowledge by you, unless a “notice insured” shall have received notice of it from said agent, servant, “employee” or any other person.

I. Legal Actions Against Us
No person or entity has a right under this policy:
1. To join us as a party or otherwise bring us into a suit asking for “damages” from you; or
2. To sue us under this policy;
unless all of its terms have been fully complied with.

A person or entity may sue us to recover on an agreed settlement (which is a settlement and release of liability signed by us, you and the claimant or the claimant’s legal representative) or on a final judgment against you; but we will not be liable for “damages” that are not payable under this policy or that are in excess of the applicable Limits of Insurance of this policy.
J. Notice of A Claim
You shall, as a condition precedent to your rights under this policy with respect to a “claim”, notify us as soon as practicable after you first learn of such “claim”. In addition, you must promptly send us copies of any demands, notices, summonses or legal papers received in connection with the “claim”; authorize us to obtain records and other information; cooperate with us in the investigation or settlement of or defense against the “claim”; and assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to you because of “bodily injury” or “damage” to which this insurance may also apply. To the extent possible, notice should include: how, when and where the “incident”, occurrence or circumstance took place; and the nature and location of any “bodily injury” or “damage” arising out of any “incident”, occurrence or circumstance.

K. Representations
By accepting this policy, you agree that the statements in the Declarations and Application and any written materials attached thereto are accurate and complete; those statements are based upon representations you made to us; and we have issued this policy in reliance upon your representations.

L. Separation of Insureds
Except with respect to the Limit of Insurance and any other rights or duties specifically assigned to the first “named insured” shown in the Declarations, this policy applies:
1. As if each “named insured” were the only “named insured;” and
2. Separately to each “insured” against whom a “claim” is made.

M. Subrogation and Transfer of Rights of Recovery
If we make any payment under this policy, we shall be subrogated to all of your rights against any person or entity, including the right to participate with you in the exercise of all of your rights of recovery. You shall deliver instruments and papers to us and do whatever else is necessary to secure such rights.

N. Transfer of Your Rights and Duties
Your rights and duties under this policy may not be transferred without our written consent. If you die or are legally declared bankrupt, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative.

O. Unintentional Failure to Disclose
Your failure to disclose all hazards existing as of the inception date of the policy will not prejudice you with respect to the coverage afforded by this policy, provided that any such failure or omission is not intentional.

P. Violation of Economic or Trade Sanctions
If any coverage provided under this policy would be in violation of any applicable economic or trade sanctions, including but not limited to, sanctions administered and enforced by the United States Treasury Department’s Office of Foreign Assets Control (“OFAC”), then that coverage shall be null and void.
DEFINITIONS

A. “Bodily injury” means bodily injury, sickness or disease sustained by a person, including death, mental anguish, mental injury, shock or humiliation resulting from any of these at any time.

B. “Business entity” includes any entity which is existing acquired or formed by the first “named insured” at inception of or during the “policy period” and over which the first “named insured” maintains ownership or majority interest, other than a joint venture, but this insurance shall not apply if such new entity is also an “insured” under any other similar liability or indemnity policy or would be insured under any such policy but for exhaustion of its limits of indemnity. Unless written notice is given to us, this coverage shall terminate ninety (90) days from the date any such entity is acquired or formed by the first “named insured”, or the expiration of the “policy period”, whichever is earlier, and shall only apply to “claims” brought against the “insured” arising out of the business or professional occupation shown in the Declarations.

C. “Claim” means:
   1. a written demand against you for monetary and non-monetary (including injunctive) relief due to an “incident”, including a demand to engage in arbitration or mediation;
   2. a civil proceeding against you seeking “damages” commenced by the service of a complaint or similar pleading upon you; or
   3. A written notification of an “incident”, occurrence or circumstance which may result in a “claim” under this policy.

D. “Damages” mean a monetary judgment, award or settlement, including punitive and exemplary damages (but only to the extent insurable by law). “Damages” includes pre-judgment and post-judgment interest awarded against you on that part of the judgment we pay.
   “Damages” does not include:
   1. Fines, sanctions, penalties, except for “HIPAA fines and penalties” as insured under Coverage Extension D;
   2. Taxes or tax penalties;
   3. Any amount which an “insured” is legally absolved from payment; or
   4. Any amount not insurable under the law pursuant to which this policy shall be construed.

E. “Defense costs” means reasonable and necessary fees, costs and expenses in the defense or appeal of a “claim” or proceeding brought against you.

F. “Employee” means a person who is engaged by you to perform work under your direction in the profession of the first “named insured” shown in the Declarations. “Employee” includes a temporary worker.

G. “Good Samaritan act” means emergency first-aid rendered by you.

H. “HIPAA Fines and Penalties” means civil fines and penalties imposed upon you for a failure to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 and amendments thereto (“HIPAA”). “HIPAA fines and penalties” do not include fines and penalties imposed on you for a knowing wrongful disclosure of any “protected health information”.

I. “HIPAA Proceeding” means an administrative proceeding brought against you by the Department of Health and Human Services or its designee alleging a violation under HIPAA or any rules or regulations promulgated thereunder.
J. “Incident” means any act, error or omission resulting in “bodily injury”:
   1. in the rendering or failure to render “professional services” in the conduct of the
      profession of the first “named insured” shown in the Declarations, including any such
      act, error or omission in connection with a “Good Samaritan act”; or
   2. in the performance of services by you as a member of a formal accreditation, ethics,
      peer review, licensing board, standards review or similar professional board or
      committee of a professional organization; in the conduct of the profession of the first
      “named insured” shown in the Declarations.
K. “Insured” means the “named insured” and any other person or entity designated as such on the
   Declarations or any person or entity listed in an endorsement attached to this policy designated
   as an “insured”.
L. “Notice insured” means you or any “employee” authorized by you to give or receive notice of a
   “claim”, “incident”, occurrence or circumstance.
Q. “Policy period” means the period of time from the inception date shown in the Declarations to
   the earlier of the expiration date shown in the Declarations or the effective date of termination
   of this policy.
R. “Pollutants” means any solid, liquid, gaseous or thermal irritant or contaminant including
   smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be
   recycled, reconditioned or reclaimed.
S. “Professional services” means those services for which you are licensed, certified, accredited,
   trained or qualified to perform within the scope of the profession of the first “named insured”
   shown in the Declarations which are performed on behalf of the first “named insured”, including
   any services provided as part of clinical trials.
   “Professional services” also means your services while acting within the scope of the profession
   of the first “named insured” shown in the Declarations as a member of a formal accreditation,
   standards review or similar board or committee, as well as your acting in a supervisory, teaching
   or proctoring role at the “named insured’s” request.
   “Professional services” includes scheduling and qualifying suitable work assignments for eligible
   healthcare providers.
T. “Protected health information” means information pertaining to a patient or client that has
   been collected or compiled by you or provided by you to another that is subject to protection
   under to HIPAA.
U. “Related incidents” means any actual or alleged separate or series of “incidents” directly arising
   out of or related to the same or similar act, error, omission, service, transaction, event,
   representation, statement, practice, advice, decision or circumstances.
V. “Reputation threat” means an act or event that the first “named insured” believes would, if
   disclosed in a public medium, have an adverse impact on the public perception of an “insured”.
ENDORSEMENT

This endorsement, effective 12:01AM:
Forms a part of Policy No.:
Issued to:
By:

DATE
POLICY NUMBER
ISSUED TO
WRITING COMPANY

EXTENDED REPORTING PERIOD ENDORSEMENT
RETIREMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PROFESSIONAL PROTECTION POLICY - HEALTHCARE

In consideration of the additional premium amount of $XXXXXXX, it is hereby understood and agreed that the policy is amended as follows:

An Optional Extended Reporting Period of unlimited duration is provided as described in Paragraph G.2 of the Conditions Section.
ENDORSEMENT

This endorsement, effective 12:01AM: 
Forms a part of Policy No.: 
Issued to: 
By: 

DATE 
POLICY NUMBER 
ISSUED TO 
WRITING COMPANY

STUDENT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PROFESSIONAL PROTECTION POLICY - HEALTHCARE

In consideration of the additional premium amount of $XXXXXXX, it is hereby understood and agreed that the policy is amended as follows:

I.

The definition of “insured” is amended to include “student”, but solely with respect to liability arising out of such insured “student’s” participation in activities which are part of and a requirement of the “student’s” curriculum.

II.

The Definitions Section of the policy is amended to include the following at the end thereof:

S1. “Student” means a natural person attending an accredited school either full-time or part-time, to obtain certification or degree in the healthcare profession as designated in the certificate of insurance.

All other terms and conditions of this policy remain unchanged.
DISTRICT OF COLUMBIA AMENDATORY ENDORSEMENT

It is agreed that the Cancellation and Nonrenewal conditions of the policy are amended to add the following, which will supersede any provision to the contrary:

Special District of Columbia Cancellation Provision

We may cancel this policy. If we cancel because of non-payment of premium, we must mail or deliver to the first “Named Insured” shown on the Declarations at least thirty (30) days before the effective date of cancellation advance written notice stating when the cancellation is to take effect. If we cancel for any other reason, we must mail or deliver to the first “Named Insured” shown on the Declarations at least sixty (60) days before the effective date of cancellation advance written notice stating when the cancellation is to take effect. Mailing such notice to the first “Named Insured” to the mailing address shown on the Declarations will be sufficient proof of notice.

All other terms and conditions of this policy remain unchanged.
Supporting Document Schedules

**Satisfied - Item:** Readability Certificate
**Comments:** In Compliance
**Attachment(s):**
**Item Status:** APPROVED
**Status Date:** 04/12/2019

**Bypassed - Item:** Copy of Trust Agreement
**Bypass Reason:** N/A
**Attachment(s):**
**Item Status:** APPROVED
**Status Date:** 04/12/2019

**Satisfied - Item:** Consulting Authorization
**Attachment(s):** 1 - Letter of Filing Authorization - BHSIC-PPH-19.pdf
**Item Status:** APPROVED
**Status Date:** 04/12/2019

**Satisfied - Item:** Explanatory Memorandum and Form Schedule
**Attachment(s):** 2 - State Affairs - Form Memo - BHSIC-PPH-19.pdf CW Form Schedule.pdf
**Item Status:** APPROVED
**Status Date:** 04/12/2019

**Satisfied - Item:** Redlined Forms
**Comments:**
**Attachment(s):**
**Item Status:**
**Status Date:**
LETTER OF FILING AUTHORIZATION

This letter will certify that Insurance Regulatory Consultant, LLC (“IRC”) has been given authorization to submit filings on behalf of the insurance company listed below (“Company”) consistent with the agreements between the parties and their affiliates, both written and oral.

This authorization extends to all correspondence regarding these filings.

Berkshire Hathaway Specialty Insurance Company
Company Name

22276
NAIC Number

BHSIC-PPH-19
Project/Subject/Program

Caitlin E. Tatarzyn, FCAS, MAAA
Name

617-936-2930
Telephone Number

Katie.Tatarzyn@bhspecialty.com
Email Address

Signature

February 19, 2019
Date

Vice President, State Affairs
Title
Berkshire Hathaway Specialty Insurance Company (BHSIC) respectfully submits this form memorandum in support of its revision filing for the Professional Protection Policy – Healthcare product for allied health professionals. We have gained approximately three years of experience with this product and have had an opportunity to collect and apply consumer and competitive intelligence to develop an improved product that should be very well-received by the allied health industry. Redlined copies of all revised forms are provided.

- On a global level, we have made several stylistic changes to our forms to improve readability and to make forms structure more consistent internally. These changes are shown in the redline but do not substantively impact scope of intended coverage. Note as well that the “Berkshire Hathaway Specialty Insurance” branded logo is now replaced with a placeholder that will be populated with the applicable branded logo for the applicable BHSIC business unit.
- The base policy forms have been revised for substantive coverage changes. A summary of these changes is included in this memo, below.
- Several new forms are being introduced. Descriptions of these forms are included in this memo, below.
- A few forms have been withdrawn/eliminated from the product as either redundant or not active.

**REVISED WITH COVERAGE IMPACT**

**Professional Protection Policy – Healthcare – Claims Made (SBC-PPH-001-012019)**
The Claims Made/Employed version of the base policy form has been amended to conform with new internal style guidelines and includes numerous non-substantive clarifications. The policy form also contains the following changes that either substantively impact coverage or introduce new exclusions or conditions:

- Policy previously contained strict “claims made and reported” terms. Revised to allow reporting of claims made during the policy period “as soon as practicable” up to 60 days post-policy expiration.
- “Employed/Self-Employed” versions of the Claims Made forms have been consolidated into a single policy form, where the fact of employer-provided coverage simply converts the policy to a supplementary policy excess of the employer policy (rate/rule manual allows for commensurate credit).
- Corrected former Licensing Proceeding and HIPAA action sublimits to apply on an aggregated, per policy period basis. Original filing based on competitor rates which were based on aggregated limit, but the language in the policy form failed to reflect that treatment. Additionally, our experience shows that most board action and HIPAA expense losses do not exceed $5,000, so the pragmatic impact of this change should not be felt by our policyholders.
- Extended Reporting Period provisions revised to allow application of ERP to Supplementary Coverages that involve third party claims.
Two new exclusions replace former “Violation of Law” exclusion: “Confidential or Personal Information Disclosure and Electronic Data Exclusion” and “Unauthorized Collection or Communication” – the former “Violation of Law” exclusion was intended to preclude coverage for both the (1) unauthorized disclosure, theft or loss of protected information by third parties, and also the (2) unauthorized collection of information and unauthorized communications by the insured. These two distinct concepts are now contained in separate exclusions.

We have removed the carveback in the Contractual Liability exclusion for the insured’s contract for professional services. This may be seen as a restriction in coverage for those classes where such contracts are used in the medical services professions; however, most professions do not utilize such contracts, and the carveback created confusion. We will alert affected renewal accounts of this change.

New exclusion for “Cosmetic Procedures” – we will be offering the coverage affirmatively via endorsement.

Removed Automatic Renewal provisions. We will be offering renewals to eligible policyholders based on state requirements.

New Severability condition – allows protection of innocent insureds and provides for imputation of knowledge to the insured entity.

New Separation of Insureds condition – added for benefit of policies with more than one named insured.

This form replaces the -01/2016 edition currently on file.


The Occurrence/Employed version of the base policy form has been amended to conform with new internal style guidelines and includes numerous non-substantive clarifications. The policy form also contains the following changes that either substantively impact coverage or introduce new exclusions or conditions:

“Employed/Self-Employed” versions of the Occurrence forms have been consolidated into a single policy form, where the fact of employer-provided coverage simply converts the policy to a supplementary policy excess of the employer policy (rate/rule manual allows for commensurate credit). This change is consistent with competitor products.

Corrected former Licensing Proceeding and HIPAA action sublimits to apply on an aggregated, per policy period basis. Original filing based on competitor rates which were based on aggregated limit, but the language in the policy form failed to reflect that treatment. It is now consistent with competitor products. Additionally, our experience shows that most board action and HIPAA expense losses do not exceed $5,000, so the pragmatic impact of this change should not be felt by our policyholders.

Two new exclusions replace former “Violation of Law” exclusion: “Confidential or Personal Information Disclosure and Electronic Data Exclusion” and “Unauthorized Collection or Communication” – the former “Violation of Law” exclusion was intended to preclude coverage for both the (1) unauthorized disclosure, theft or loss of protected information by third parties, and also the (2) unauthorized collection of information and unauthorized communications by the insured. These two distinct concepts are now contained in separate exclusions.
• We have removed the carveback in the Contractual Liability exclusion for the insured’s contract for professional services. This may be seen as a restriction in coverage for those classes where such contracts are used in the medical services professions; however, most professions do not utilize such contracts, and the carveback created confusion. We will alert affected renewal accounts of this change. This is consistent with competitor forms.
• New exclusion for “Cosmetic Procedures” – we will be offering the coverage affirmatively via endorsement. Most competitors also provide separate cosmetics procedure coverage
• Removed Automatic Renewal provisions. We will be offering renewals to eligible policyholders based on state requirements.
• New Severability condition – allows protection of innocent insureds, and provides for imputation of knowledge to the insured entity.
• New Separation of Insureds condition – added for benefit of policies with more than one named insured.

This form replaces the -01/2016 edition currently on file.

REVISED WITHOUT COVERAGE IMPACT – The forms listed below contain language changes that do not amend the scope of intended coverage. Most changes are clarification/stylistic only.

<table>
<thead>
<tr>
<th>Revised Form Name</th>
<th>New Form Number</th>
<th>Replaces Form Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hired &amp; Non-Owned Auto Liability Endorsement</td>
<td>SBC-GL-003-012019</td>
<td>SBC-GL-003-01/2016</td>
</tr>
<tr>
<td>Declarations Amendatory Endorsement</td>
<td>SBC-001-012019</td>
<td>SBC-PPH-005-01/2016</td>
</tr>
<tr>
<td>Medical Director or Administrator Endorsement</td>
<td>SBC-PPH-007-012019</td>
<td>SBC-PPH-007-01/2016</td>
</tr>
<tr>
<td>Leave of Absence Endt</td>
<td>SBC-PPH-008-012019</td>
<td>SBC-PPH-008-01/2016</td>
</tr>
<tr>
<td>Medicare or Medicaid Reimbursement Endnt</td>
<td>SBC-PPH-009-012019</td>
<td>SBC-PPH-009-01/2016</td>
</tr>
<tr>
<td>Additional Insured Entity Endorsement - Separate Limits of Insurance</td>
<td>SBC-PPH-010-012019</td>
<td>SBC-PPH-010-01/2016</td>
</tr>
<tr>
<td>Nose Coverage Endt</td>
<td>SBC-002-012019</td>
<td>SBC-PPH-012-01/2016</td>
</tr>
<tr>
<td>Optional Extended Reporting Period Term Endt</td>
<td>SBC-003-012019</td>
<td>SBC-PPH-013-01/2016</td>
</tr>
<tr>
<td>Retirement, Death and Disability Extended Reporting Period Endorsement</td>
<td>SBC-PPH-014-012019</td>
<td>SBC-PPH-014-01/2016</td>
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</table>
**NEW FORMS**

<table>
<thead>
<tr>
<th>Endorsement Deletion</th>
<th>SBC-004-012019</th>
<th>New</th>
</tr>
</thead>
<tbody>
<tr>
<td>This is a general use administrative endorsement that will allow the policy to memorialize the deletion of an endorsement after policy inception. It is optional at the insured’s request only.</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Exclusion of Activities</th>
<th>SBC-005-012019</th>
<th>New</th>
</tr>
</thead>
<tbody>
<tr>
<td>This is an administrative endorsement that specifies specific activities that are excluded from coverage in order to make the risk acceptable per underwriting judgment.</td>
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<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Exclusion of Designated Individuals or Entity</th>
<th>SBC-006-012019</th>
<th>New</th>
</tr>
</thead>
<tbody>
<tr>
<td>This is an administrative endorsement that specifies specific individuals or entities that are excluded from coverage in order to make the risk acceptable per underwriting judgment.</td>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Midterm Limits Change Endorsement</th>
<th>SBC-007-012019</th>
<th>New</th>
</tr>
</thead>
<tbody>
<tr>
<td>This endorsement attaches to the policy whenever the insured requests and is granted an increase in policy limits midterm. The endorsement ensures that the higher limits will apply only to acts or incidents occurring on or after the date of the limits increase.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reinstatement Endorsement</th>
<th>SBC-008-012019</th>
<th>New</th>
</tr>
</thead>
<tbody>
<tr>
<td>This endorsement is an administrative endorsement that attaches to memorialize the reinstatement of a policy that was previously cancelled.</td>
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<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Policy Cancellation Endorsement</th>
<th>SBC-009-012019</th>
<th>New</th>
</tr>
</thead>
<tbody>
<tr>
<td>This endorsement is an administrative endorsement memorializing the cancellation of a policy.</td>
<td></td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Cosmetic Procedures Amendatory Endorsement</th>
<th>SBC-PPH-012-012019</th>
<th>New</th>
</tr>
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<tbody>
<tr>
<td>This endorsement broadens coverage under the professional liability insuring agreement by removing the cosmetics procedures exclusion and affirmatively adding coverage for specified cosmetics procedures. This endorsement is similar to those offered by our competitors to meet the needs of a growing segment of the allied health profession. In our three years, we have observed increase demand for this coverage from our policyholders and potential customers.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Non-Medical Services Coverage Endorsement - Occurrence</th>
<th>SBC-PPH-016A-012019</th>
<th>New</th>
</tr>
</thead>
<tbody>
<tr>
<td>These endorsements add a new coverage for the errors and omissions of named insureds who are performing non-medical services that are related to the healthcare industry, e.g., life care planning, healthcare consulting. This is a frequent request from our current and potential customers, and the endorsement is very similar in scope to those offered by our competitors.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Non-Medical Services Endorsement - Claims Made</th>
<th>SBC-PPH-016B-012019</th>
<th>New</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student Graduate Endorsement</td>
<td>SBC-PPH-017-012019</td>
<td>New</td>
</tr>
<tr>
<td>This endorsement allows a student policy to be converted into a policy that covers the student for fully licensed practice in their profession upon graduation, if graduation takes place midterm. It will be automatically attached to student policies as a convenience to our student policyholders. It is similar to endorsements offered by our competitors.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Telemedicine Endorsement</strong> SBC-PHP-018-012019</td>
<td>New</td>
<td></td>
</tr>
<tr>
<td>------------------------------------------------</td>
<td>-----</td>
<td></td>
</tr>
<tr>
<td>This endorsement affirmatively broadens the definition of “professional services” to add “telehealth services”, which is a growing means of delivering healthcare to patients. At present, we are not charging for the inclusion of this endorsement and will offer it to all policyholders who identify themselves as engaging in the telemedicine practice.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Location Specific Coverage Endorsement</strong> SBC-PHP-020-012019</th>
<th>New</th>
</tr>
</thead>
<tbody>
<tr>
<td>This endorsement provides location- or job-specific coverage, which is a frequent request by our policyholders who engage in short-term job assignments, and who perhaps are required to hold an insurance policy that covers them specifically for the job. The endorsement is added at the insured’s request without charge.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Additional Insured Endorsement for Lessor of Premises</strong> SBC-GL-004-012019</th>
<th>New</th>
</tr>
</thead>
<tbody>
<tr>
<td>This endorsement allows lessors of property to tenant policyholders to be added as an Additional Insured to the policy for their vicarious liability. This is a very frequent request from our policyholders who rent their professional space.</td>
<td></td>
</tr>
</tbody>
</table>

**WITHDRAWN**

<table>
<thead>
<tr>
<th>SBC-PHP-003-01/2016</th>
<th>PROFESSIONAL PROTECTION POLICY - HEALTHCARE (SELF-EMPLOYED / CLAIMS MADE)</th>
</tr>
</thead>
<tbody>
<tr>
<td>SBC-PHP-004-01/2016</td>
<td>PROFESSIONAL PROTECTION POLICY - HEALTHCARE (SELF-EMPLOYED / OCCURRENCE)</td>
</tr>
<tr>
<td>SBC-PHP-016-01/2016</td>
<td>STUDENT ENDORSEMENT</td>
</tr>
<tr>
<td>SBC-PHP-015-01/2016</td>
<td>EXTENDED REPORTING PERIOD ENDORSEMENT – RETIREMENT *</td>
</tr>
</tbody>
</table>

*has been consolidated with former SBC-PHP-014-01/2016*
<table>
<thead>
<tr>
<th>#</th>
<th>Form Title</th>
<th>Form Number</th>
<th>Type</th>
<th>New or Replacement (with # of form replaced, if any)</th>
<th>Mandatory or Optional</th>
<th>Broadens, Restricts or Other ( clarification or administrative?)</th>
<th>Brief Description/Description of coverage change</th>
<th>Rate/Premium Impact?</th>
<th>Original Rating Plan Section or New</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Declarations Amendatory Endorsement</td>
<td>SBC-001-012019</td>
<td>Endorsement</td>
<td>SBC-PPH-005-01/2016</td>
<td>Optional</td>
<td>Administrative</td>
<td>Allows underwriter to make changes to any item in the Declarations; premium adjustments may apply if rate-impacting changes made, such as professional classification, policy period, or limits of insurance/Stylistic changes only</td>
<td>No</td>
<td>N/A</td>
</tr>
<tr>
<td>3</td>
<td>Optional Extended Reporting Period Term Endt</td>
<td>SBC-003-012019</td>
<td>Endorsement</td>
<td>SBC-PPH-013-01/2016</td>
<td>Optional</td>
<td>Broadens</td>
<td>Memoralizes an Insured’s election of an optional extended reporting period. No change in coverage.</td>
<td>Yes</td>
<td>Optional Coverages: Extended Reporting Period Coverage</td>
</tr>
<tr>
<td>4</td>
<td>Endorsement Deletion</td>
<td>SBC-004-012019</td>
<td>Endorsement</td>
<td>New</td>
<td>Optional</td>
<td>Administrative</td>
<td>Memoralizes deletion of an endorsement per Insured request.</td>
<td>No</td>
<td>N/A</td>
</tr>
<tr>
<td>5</td>
<td>Exclusion of Activities</td>
<td>SBC-005-012019</td>
<td>Endorsement</td>
<td>New</td>
<td>Optional</td>
<td>Administrative</td>
<td>Specifies activities that are excluded from coverage as condition to issuing the policy.</td>
<td>No</td>
<td>N/A</td>
</tr>
<tr>
<td>6</td>
<td>Exclusion of Designated Individuals or Entity</td>
<td>SBC-006-012019</td>
<td>Endorsement</td>
<td>New</td>
<td>Optional</td>
<td>Administrative</td>
<td>Specifies persons or entities that are excluded from coverage as condition to issuing the policy.</td>
<td>No</td>
<td>N/A</td>
</tr>
<tr>
<td>7</td>
<td>Midterm Limits Change Endorsement</td>
<td>SBC-007-012019</td>
<td>Endorsement</td>
<td>New</td>
<td>Mandatory</td>
<td>Clarifies</td>
<td>Clarifies that any increase in limits requested by the insured mid-term will only apply with respect.</td>
<td>No</td>
<td>N/A</td>
</tr>
<tr>
<td>8</td>
<td>Reinstatement Endorsement</td>
<td>SBC-008-012019</td>
<td>Endorsement</td>
<td>New</td>
<td>Mandatory</td>
<td>Administrative</td>
<td>Memorializes that a cancelled policy has been reinstated.</td>
<td>No</td>
<td>N/A</td>
</tr>
<tr>
<td>9</td>
<td>Policy Cancellation Endorsement</td>
<td>SBC-009-012019</td>
<td>Endorsement</td>
<td>New</td>
<td>Mandatory</td>
<td>Administrative</td>
<td>Memorializes that policy was cancelled.</td>
<td>No</td>
<td>N/A</td>
</tr>
<tr>
<td>10</td>
<td>General Liability Coverage Part</td>
<td>SBC-GL-001-012019</td>
<td>Endorsement</td>
<td>SBC-GL-001-01/2016</td>
<td>Optional</td>
<td>Broadens</td>
<td>Provides general liability coverage to policyholders who have purchased healthcare liability under one of the two base policy forms.</td>
<td>No</td>
<td>Optional Coverages: General Liability Coverage</td>
</tr>
<tr>
<td>11</td>
<td>Cap on Losses from Certified Acts of Terrorism</td>
<td>SBC-GL-002-012019</td>
<td>Endorsement</td>
<td>SBC-GL-002-01/2016</td>
<td>Mandatory</td>
<td>Administrative</td>
<td>Required TRIA notice. No change.</td>
<td>No</td>
<td>N/A</td>
</tr>
<tr>
<td>12</td>
<td>Hired &amp; Non-Owned Auto Liability Endorsement</td>
<td>SBC-GL-003-012019</td>
<td>Endorsement</td>
<td>SBC-GL-003-01/2016</td>
<td>Optional</td>
<td>Broadens</td>
<td>Expands GL coverage to included hired auto and non-owned auto liability coverage. May only be purchased if GL is purchased. No change from prior version.</td>
<td>Yes</td>
<td>Optional Coverages: Hired and Non-Owned Auto Liability Coverage</td>
</tr>
<tr>
<td>13</td>
<td>Additional Insured Endorsement for Lessors of Premises</td>
<td>SBC-GL-004-012019</td>
<td>Endorsement</td>
<td>New</td>
<td>Optional</td>
<td>Administrative</td>
<td>Endorsement adds a landlord or lessor of policyholder’s premises as an additional insured for vicarious liability only.</td>
<td>No</td>
<td>N/A</td>
</tr>
<tr>
<td>14</td>
<td>Professional Protection Policy - Healthcare - Claims Made</td>
<td>SBC-PPH-001-012019</td>
<td>Policy</td>
<td>SBC-PPH-001-01/2016</td>
<td>Mandatory</td>
<td>Administrative</td>
<td>Policy form for Claims Made Coverage/Please see attached summary of changes</td>
<td>No</td>
<td>N/A</td>
</tr>
<tr>
<td>15</td>
<td>Professional Protection Policy - Healthcare - Occurrence</td>
<td>SBC-PPH-002-012019</td>
<td>Policy</td>
<td>SBC-PPH-002-01/2016</td>
<td>Mandatory</td>
<td>Administrative</td>
<td>Policy form for Occurrence Coverage/Please see attached summary of changes</td>
<td>No</td>
<td>N/A</td>
</tr>
<tr>
<td>--------------------------</td>
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<td>----------</td>
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<td>---------------------------------------------------------------</td>
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<td>-----------------------------</td>
<td></td>
</tr>
<tr>
<td>Medical Director or Administrator Endorsement</td>
<td>SBC-PPH-007-012019</td>
<td>Endorsement</td>
<td>SBC-PPH-007-01/2016</td>
<td>Optional</td>
<td>Broadens</td>
<td>Adds coverage for medical director or administrator services/Stylistic and clarification changes only.</td>
<td>Yes</td>
<td>Optional Coverages: Medical Director or Administrator Coverage</td>
<td></td>
</tr>
<tr>
<td>Leave of Absence Endt</td>
<td>SBC-PPH-008-012019</td>
<td>Endorsement</td>
<td>SBC-PPH-008-01/2016</td>
<td>Optional</td>
<td>Broadens</td>
<td>Allows for a suspension of coverage during a suspension of practice, with built-in additional reporting time during the suspension/no change in coverage</td>
<td>Yes</td>
<td>Optional Coverages: Leave of Absence Coverage</td>
<td></td>
</tr>
<tr>
<td>Medicare or Medicaid Reimbursement Endt</td>
<td>SBC-PPH-009-012019</td>
<td>Endorsement</td>
<td>SBC-PPH-009-01/2016</td>
<td>Optional</td>
<td>Broadens</td>
<td>Adds coverage for policyholder’s own expenses to respond to an audit based on medicare or medicaid reimbursement activities/no change in coverage</td>
<td>Yes</td>
<td>Optional Coverages: Medicare or Medicaid Coverage</td>
<td></td>
</tr>
<tr>
<td>Additional Insured Entity Endorsement - Separate Limits of Insurance</td>
<td>SBC-PPH-010-012019</td>
<td>Endorsement</td>
<td>SBC-PPH-010-01/2016</td>
<td>Optional</td>
<td>Broadens</td>
<td>Adds an additional insured that is an entity with separate limits available for vicarious liability for acts of the named insured.</td>
<td>Yes</td>
<td>Optional Coverages: Additional Insured Entity Coverage</td>
<td></td>
</tr>
<tr>
<td>Additional Insured Endorsement - Shared Limit</td>
<td>SBC-PPH-011-012019</td>
<td>Endorsement</td>
<td>SBC-PPH-011-01/2016</td>
<td>Optional</td>
<td>Administrative</td>
<td>Adds additional insureds for vicarious liability; no change in intent</td>
<td>No</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Cosmetic Procedures Amendatory Endorsement</td>
<td>SBC-PPH-012-012019</td>
<td>Endorsement</td>
<td>New</td>
<td>Optional</td>
<td>Broadens</td>
<td>Provides coverage for specified cosmetic procedures within the profession.</td>
<td>Yes</td>
<td>New: General Rules - Premium Credits and Debits: High Risk Practice Debits</td>
<td></td>
</tr>
<tr>
<td>Retirement, Death and Disability Extended Reporting Period Endorsement</td>
<td>SBC-PPH-014-012019</td>
<td>Endorsement</td>
<td>SBC-PPH-014-01/2016</td>
<td>Optional</td>
<td>Administrative</td>
<td>Memorializes specific locations or jobs for which the coverage in the policy is needed. No change in coverage. This is a consolidated endorsement that allows for withdrawal of the Retirement Extended Reporting Period (SBC-PPH-015-01/2016) endorsement.</td>
<td>No</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Non-Medical Services Coverage - Occurrence</td>
<td>SBC-PPH-016A-012019</td>
<td>Endorsement</td>
<td>New</td>
<td>Optional</td>
<td>Broadens</td>
<td>Adds new coverage for non-medical services as enumerated in endorsement.</td>
<td>Yes</td>
<td>New: Optional Coverages: Non-Medical Services Coverage</td>
<td></td>
</tr>
<tr>
<td>Non-Medical Services Endorsement - Claims Made</td>
<td>SBC-PPH-016B-012019</td>
<td>Endorsement</td>
<td>New</td>
<td>Optional</td>
<td>Broadens</td>
<td>Adds new coverage for non-medical services as enumerated in endorsement.</td>
<td>Yes</td>
<td>New: Optional Coverages: Non-Medical Services Coverage</td>
<td></td>
</tr>
<tr>
<td>Student Graduate Endorsement</td>
<td>SBC-PPH-017-012019</td>
<td>Endorsement</td>
<td>New</td>
<td>Mandatory</td>
<td>Administrative</td>
<td>Provides automatic conversion of student status to full-authority licensed professional for remainder of policy period at no additional premium. New endorsement for healthcare practitioners who employ telehealth technologies to provide care. Clarifies position to cover the exposure.</td>
<td>No</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Telemedicine Endorsement</td>
<td>SBC-PPH-018-012019</td>
<td>Endorsement</td>
<td>New</td>
<td>Optional</td>
<td>Clarifies</td>
<td>Memorializes specific locations or jobs for which the coverage in the policy is needed. No change in coverage. Policy Declarators/amended to match new stylistic changes; also allows for increased specificity regarding coverage selections.</td>
<td>No</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Location Specific Coverage Endorsement</td>
<td>SBC-PPH-020-012019</td>
<td>Endorsement</td>
<td>New</td>
<td>Optional</td>
<td>Administrative</td>
<td>Provides new coverage for policyholders who employ telehealth technologies to provide care. Clarifies position to cover the exposure. No change in coverage. Policy Declarators/amended to match new stylistic changes; also allows for increased specificity regarding coverage selections.</td>
<td>No</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>
ENDORSEMENT

This endorsement, effective 12:01 AM: DATE
Forms a part of Policy No.: POLICY NUMBER
Issued to: ISSUED TO

HIRED AUTO AND NON-OWNED AUTO LIABILITY ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE – GENERAL LIABILITY POLICY

PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.

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<tr>
<th>COVERAGE</th>
<th>ADDITIONAL PREMIUM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hired Auto Liability/Non-owned Auto Liability</td>
<td>$</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

1. This endorsement only applies, and insurance is only provided with respect to, the coverages for which a specific premium charge is shown in the Declarations or in the Schedule; otherwise, no insurance is provided for that coverage.

1. Hired Auto Liability
It is agreed that, solely as respects the coverage afforded by this endorsement, and in consideration of the payment of $XXXXX additional premium, the Professional Protection Policy – General Liability Coverage Part is amended as follows:

I. Coverage A – Bodily Injury and Property Damage Liability is amended to add the following at the end thereof:

The insurance provided under **Insuring Agreement A. Coverage A - Bodily Injury and Property Damage Liability** applies to “bodily injury” or “property damage” arising out of the maintenance or use of a “hired auto” by you or your “employees” in the course of your business.

II. Non-Owned Auto Liability

- The insurance provided under **Insuring Agreement A. Bodily Injury** the maintenance or use of a “hired auto” by you or your “employees” in the course of your business; and **Property Damage Liability** applies to “bodily injury” or “property damage” arising out of the use of any “non-owned auto” in your business by any person.

II. For insurance provided by this endorsement only:

II. The following exclusions are amended as follows:

1. Exclusions E. and J. are deleted and replaced by the following:

   **Employer’s Liability**
   
   a. “Bodily injury” to:
   
   (1) An “employee” of the insured arising out of and in the course of:
   
   (a) Employment by the “insured”; or
   
   (b) Performing duties related to the conduct of the “insured’s” business; or
   
   (2) The spouse, child, parent, brother or sister of that “employee” as a consequence of Paragraph (1) above.

   This exclusion applies:
   
   (1) Whether the “insured” may be liable as an employer or in any other capacity; and
   
   (2) To any obligation to share damages with or repay someone else who must pay damages because of injury.

   This exclusion does not apply to:
   
   (1) Liability assumed by the “insured” under an “insured contract”; or
   
   (2) “Bodily injury” arising out of and in the course of domestic employment by the “insured” unless benefits for such injury are in whole or in part either payable or required to be provided under any workers’ compensation law.

   **Damage to Property**
   
   a. “Property damage” to:
   
   (1) Property owned or being transported by, or rented or loaned to the “insured”; or
(2) Property in the care, custody or control of the insured.

2. For purposes of this endorsement only, Exclusions C., G., H., K., L., M., N., O., P. and Q. do not apply to the coverage provided by this endorsement.

C.III. For purposes of this endorsement only, Definition L. “Insured” is deleted and replaced by the following:

“Insured” means:

a. You;

b. Any other person using a “hired auto” with your permission;

c. For a “non-owned auto”:

(1) Any partner or “executive officer” of yours;

(2) Any “employee” of yours;

but only while such “non-owned auto” is being used in your business; and

d. Any other person or organization, but only for their liability because of acts or omissions of an “insured” under a., b. or c. above.

However, under no circumstances shall “insured” mean:

a. Any person engaged in the business of his or her employer for “bodily injury” to any co-“employee” of such person injured in the course of employment, or to the spouse, child, parent, brother or sister of that co-“employee” as a consequence of such “bodily injury”, or for any obligation to share damages with or repay someone else who must pay damages because of the injury;

b. Any partner or “executive officer” for any “auto” owned by such partner or “executive officer” or a member of his or her household;

c. Any person while employed in or otherwise engaged in duties in connection with an “auto business” other than an “auto business” you operate;

d. The owner or lessee (of whom you are a sublessee) of a “hired auto” or the owner of a “non-owned auto” or any agent or “employee” of any such owner or lessee; or

e. Any person or organization for the conduct of any current or past partnership or joint venture that is not shown as a “named insured” in the Declarations.

D.IV. For purposes of this endorsement only, The Other Insurance condition is deleted and replaced by the following:

This insurance is excess over any primary insurance covering the “hired auto” or “non-owned auto”.

E.V. For purposes of this endorsement only, the following definitions are added to the policy:

“Auto business” means the business or occupation of selling, repairing, servicing, storing or parking “autos”.

“Executive officer” means a person holding any of the officer positions created by your charter constitution, bylaws or any other similar governing document.

“Hired auto” means any “auto” you lease, hire, rent or borrow. This does not include any “auto” you lease, hire, rent or borrow from any of your “employees”, your partners or your “executive officers” or members of their households.
“Non-owned auto” means any “auto” you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes “autos” owned by your “employees”, your partners or your “executive officers”, or members of their households, but only while used in your business or your personal affairs.

All other terms and conditions of the policy remain unchanged.
Professional Protection Policy – Healthcare **Coverage Part**

**EMPLOYED | CLAIMS MADE AND REPORTED**

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**CONDITIONS** ............................................................................................................................................................ 9
**DEFINITIONS** ............................................................................................................................................................. 14
Professional Protection Policy – Healthcare Coverage Part

EMPLOYED | CLAIMS MADE AND REPORTED

CONTRACT
THIS IS A CLAIMS MADE AND REPORTED POLICY. PLEASE READ THE ENTIRE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED. COVERAGE APPLIES ONLY TO A CLAIM FIRST MADE AGAINST THE INSURED AND REPORTED TO US IN ACCORDANCE WITH THE REPORTING REQUIREMENTS OF THIS POLICY. DEFENSE COSTS ARE IN ADDITION TO THE LIMITS OF LIABILITY INSURANCE.

Throughout this policy the words “you” and “your” refer to the named insured shown in the Declarations and any other person or organization qualifying as an “insured” under this policy.

The words “we”, “us” and “our” refer to the Company providing this insurance. Headings are provided solely for convenience and do not confer coverage.

In consideration of the payment of the premium and subject to the statements in the Declarations and in the Application submitted to us for this policy together with any written materials attached thereto and submitted to us, and subject to the Limit of Insurance, exclusions, conditions and other terms of this policy, the parties agree as follows:

COVERAGE AGREEMENTS
INSURING AGREEMENT: PROFESSIONAL LIABILITY COVERAGE

We will pay “defense costs” and those sums that you become legally obligated to pay as “damages” as a result of a “claim” because of an “incident” to which this policy applies, resulting from a “claim” against you because of a “Medical Malpractice Incident” caused by your performance of “professional services” or a “Good Samaritan Act”; provided that:

- This insurance applies to “incidents” that occur or allegedly occur before the expiration of the “policy period” and The “Medical Malpractice Incident” first occurs on or after the “retroactive date” shown on and before the Declarations, but only if end of the “policy period”;

- The “claim” is first made against you and reported to us during the “policy period” or “extended reporting period”, if applicable, and reported to us in accordance with the Reporting of Claims section below; and

No other obligation or liability to pay any sums or perform any acts or services is covered by this policy unless explicitly provided for under the Coverage Extensions set forth below, and then only to the extent provided therein and pursuant to this policy.

- Prior to the inception of the “policy period”, no insured:
  - knew or had a basis to know of any “Medical Malpractice Incident”, “related incident”, “Good Samaritan Act” or any other circumstance that could reasonably be expected to give rise to the “claim”
hereunder; or

• had given notice to any insurer of any “related claim” or circumstance underlying such “claim” or “related claim”; and

• the “claim” is made within the United States but may arise from a “medical malpractice incident” occurring anywhere in the world.

Payment of “damages” will be subject to the applicable Limit of Insurance. All “defense costs” are paid in addition to, and will not reduce, the Limit of Insurance.

**COVERAGE EXTENSIONS**

Payments made under these Coverage Extensions are in addition to, and will not reduce, the Limits of Insurance shown in the Declarations.

**A. Reputation Protection Coverage**

We will retain a public relations consultant or crisis management consultant on your behalf and pay reasonable and necessary costs, expenses and fees incurred to engage such consultant to respond to a “reputation threat” in connection with any “claim” because of an “incident” for which coverage is provided under this policy otherwise covered “claim”.

The maximum amount payable under this Coverage Extension is $50,000 per “claim”.

**B. Licensing Board Action Defense Coverage**

We will retain counsel and pay on your behalf all reasonable and necessary costs, expenses, and fees incurred to engage such counsel to represent you in connection with the investigation or defense of any “board action or proceeding” initiated against you by any entity responsible for regulating in connection with your conduct within the profession of the “named insured” stated in the Declarations, provided that such:

• The “board action or proceeding arises from an “incident” for which coverage is provided in the Insuring Agreement above and notice of any such action or proceeding” is first received by initiated against you and reported to us during the “policy period” and reported to us in writing as soon as practicable, but in no event later than sixty (60) days after the end of the “policy period”;

• The alleged conduct giving rise to the “board action” first occurs on or after the retroactive date and prior to the end of the “policy period” or any applicable Extended Reporting Period; and

• Prior to the inception of the policy, no “insured” had any knowledge of any circumstances that could reasonably be expected to give rise to such action.

The maximum amount payable under this Coverage Extension is $25,000 per action or proceeding “policy period”.

**C. Wage Loss/Deposition Expense Coverage**
We will reimburse you for actual lost wages and reasonable and necessary costs and expenses incurred by you if you are requested by us to attend any deposition(s), trial(s), hearing(s) or arbitration proceedings(s) relative to at our request in connection with the defense of a covered “claim” against you.

This Coverage Extension does not apply to any deposition where you are acting as a paid expert.

The maximum amount payable under this Coverage Extension is $1,000 per day.

D. **HIPAA Violation Coverage**

We will retain counsel and pay on your behalf reasonable and necessary “defense costs” and expenses and fees incurred to engage such counsel to represent you in connection with a “HIPAA proceeding” brought against you for a violation of any privacy rules or regulations promulgated under HIPAA in connection with the management and transmission of “protected health information”; provided such violation occurs during the “policy period” and we will pay on your behalf “HIPAA fines and penalties” which and those sums that you become legally obligated to pay arising as “HIPAA fines and penalties” resulting from a “HIPAA proceeding” brought against you in connection with your “professional services”.

This insurance applies only if:

- The “HIPAA proceeding” is first initiated against you for a violation during the “policy period” and reported to us in writing as soon as practicable, but in no event later than sixty (60) days after the end of the “policy period”;
- The alleged violation giving rise to the “HIPAA proceeding” first occurs on or after the “retroactive date” and before the end of the “policy period”; and
- Prior to the inception of the policy, no “insured” had any knowledge of any privacy rules or regulations promulgated under HIPAA in connection with the management and transmission of “protected health information” circumstances that could reasonably be expected to give rise to such proceeding.

The maximum amount payable under this Coverage Extension is $25,000 per action or proceeding.”policy period”.

**DEFENSE AND SETTLEMENT**

- We shall have the right and duty to defend any “claim” against you that seeks “damages” covered by this policy; even if the “claim” is groundless, false or fraudulent; however we will not be obligated to pay any “claim” or judgment or continue to defend a “claim” after the applicable Limit of Insurance has been exhausted by payment of “damages” to which this insurance applies.
- When we assume the defense of any “claim” we will select and assign defense counsel and pay covered “defense costs” to represent you in connection with such “claim.”

We may negotiate and settle any “claim” as we deem expedient; however, we will not commit to any settlement without the written consent of the “named insured”. If the “named insured” refuses to consent to any settlement acceptable to the claimant that we recommend, then, subject to the Limits of Insurance shown in the Declarations, our liability for such “claim” will not exceed the amount for which such “claim” could have been settled plus “defense costs” up to the date the “named insured” refused to settle such “claim”.

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Our obligation to defend and to pay “defense costs” or “damages” in connection with any “claim” or other amounts under this policy ends once the applicable Limit of Insurance has been exhausted.

We shall have the right but not the duty to appeal any judgment.

LIMITS OF INSURANCE

- The Limits Aggregate Limit of Insurance shown in the Declarations is the most we will pay for all “damages” under this policy regardless of the number of “claims” made. This Limit of Insurance will apply separately to each “named insured”.

- More than one “claim” involving the same “incident” or “related incident” shall be considered a single “claim” and subject to one Limit of Insurance. All such “claims” constituting a single “claim” shall be deemed to have been first made on the earlier of the following dates: (1) the earliest date on which any such “claim” was first made; or (2) the earliest date on which any such “incident” or “related incident” was reported under this policy or any other policy providing similar coverage, regardless of whether such date is before or during the “policy period”. In no event shall a single law suit or proceeding constitute more than one “claim”.

- Subject to Paragraphs A and B above:
  1. The Aggregate Limit of Insurance, the Each Claim Limit of Insurance shown in the Declarations is the most we will pay all “damages” arising out of any one “claim”.
  2. The Aggregate Limit shown in the Declarations or as shown in any Schedule of Named Insureds attached hereto is the most we will pay under the policy for one “claim” or all damages for the “named insured” “related claims.”

- “Defense costs” shall be paid in addition to the Limits of Insurance shown in the Declarations and shall not reduce the Limits of Insurance.

REPORTING OF CLAIMS

A. When a Claim is Made

A “claim” is deemed made when the “insured” first receives notice of such “claim”. All “related claims” will be deemed a single “claim” first made during the “policy period” in which the first such “related claim” was made.

B. Reporting a Claim

As a condition precedent to your rights under this policy with respect to a “claim”, after you first receive notice of such “claim”, you must notify us in writing as soon as practicable, but in no event later than 60 days after the end of the “policy period”.

To the extent possible, notice should include: how, when and where the incident or conduct giving rise to “claim” took place and the names of any persons or entities involved in the “claim”.

C. Extended Reporting Periods

1. If the “named insured” cancels or does not renew this policy, or if we non-renew or cancel this policy for reasons other than for non-payment of premium, the “named insured” is entitled to an Automatic Extended Reporting Period beginning the day after the end of the “policy period”, at no additional
2. The “named insured” may also elect to purchase an Optional Unlimited Extended Reporting Period. The required additional premium for the Extended Reporting Period is shown on the Declarations. To exercise this right, the “named insured” must provide written notice to us within 60 days of the end of the “policy period” stating which Extended Reporting Period option is selected along with full payment of the additional premium required. The premium for the Optional Extended Reporting Period is non-refundable and not cancellable.

3. If the “named insured”:
   a. dies;
   b. becomes totally and permanently disabled because of an accident or disease after the effective date of the policy such that he or she is no longer able to perform “professional services”; or
   c. retires completely from performing “professional services” after reaching age 55, provided that the “named insured” has been insured by us for “professional services” liability on a claims-made basis for at least three consecutive, uninterrupted years;

we will provide the “named insured” an Unlimited Extended Reporting Period at no additional premium that will become effective on the date of such death, disability, or retirement.

4. The following conditions apply to any applicable Extended Reporting Period:
   a. Extended Reporting Periods apply to “claims”, “board actions”, and “HIPAA proceedings” under this policy (collectively referred to in this paragraph 4. as “actions”).
   b. The Extended Reporting Period does not increase or reinstate the Limits of Insurance, nor does it extend the “policy period” shown in the Declarations.
   c. An Extended Reporting Period applies only to actions first made during the Extended Reporting Period based on a “medical malpractice incident” or other triggering event first occurring on or after the “retroactive date” and before the end of the “policy period.”
   d. Extended Reporting Periods do not provide coverage for actions if you purchase subsequent insurance that applies to such actions.
   e. All actions under Extended Reporting Periods must be reported to us in accordance with the Reporting a Claim provision herein and are deemed made on the last day of the “policy period.”

EXCLUSIONS
This policy does not apply to any “claim”, action, or proceeding:

A. Abuse or Sexual Misconduct
This policy does not apply to any “claim” based upon or arising out of any actual or alleged physical or mental forms of abuse, including, for example, physical assault, physical or battery, molestation, mental abuse, battery, sexual assault, or inappropriate contact, and sexual abuse, sexual molestation, sexual or other harassment, or sexual misconduct (collectively “abuse”); provided, however, we, This exclusion will retain counsel to represent you and pay on your behalf “defense costs” for non-criminal proceedings brought against you during the “policy period” alleging such “abuse” not apply unless or until such “abuse” has been determined to have occurred, by any judgment, final ruling, or admission adverse to you in any judicial proceeding, administrative or alternative dispute resolution proceeding. Such Providing a defense will until the conduct is adjudicated does not mean we waive any of our rights
under this policy. We shall not be required to appeal any such adjudication, judgment or ruling. However, criminal proceedings are not covered by this policy regardless of the allegations made against you.

Confidential or Personal Information Disclosure and Electronic Data Exclusion

based upon or arising from any unauthorized access to, use or disclosure of, or the failure to protect non-public, confidential, corporate or personal information in any form, including any type of electronic data, or to which any cyber insurance applies, including insurance for network security and data breach response. This exclusion does not apply to an otherwise covered “HIPAA proceeding.”

Contractual Liability

B. Conduct

This policy does not apply to any “claim” based upon or arising out of any actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees; however, this exclusion shall not apply to your liability that exists in the absence of such contract or agreement.

Cosmetic Procedures

based upon or arising from any “cosmetic procedures”.

Employment Matters

based upon or arising from any actual or alleged employment obligations, decisions, practices, or policies as an employer.

Intentional Wrongdoing

based upon or arising from any actual or alleged dishonest, fraudulent, criminal, malicious or intentional act committed by or at the direction of any “insured”, including, but not limited to, the willful or reckless violation of any statute, regulation, or other law; however, we will retain counsel to represent you and pay on your behalf “defense costs” for non-criminal “claims” brought against you during the “policy period” alleging such act. This exclusion will not apply unless or until such conduct has been determined by judgment, final ruling, or admission adverse to you in any judicial proceeding, administrative or alternative dispute resolution proceeding that such act was committed. Providing a defense will until the conduct is adjudicated does not mean we waive any of our rights under this policy. We shall not be required to appeal any such adjudication, judgment or ruling.

C. Contractual Liability

This policy does not apply to any “claim” ERISA, Workers’ Compensation and Similar Laws

based upon or arising out of any of the following:

1. Your alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees; or
2. The liability of others you assume under any oral or written contract or agreement.

However, this exclusion shall not apply to: (i) your liability that exists in the absence of such contract or agreement or (ii) any “claim” against you by your client or customer, if and to the extent that the “claim” alleges a breach of contractual obligations in the rendering of or failure to render “professional services”.
The Employee Retirement Income Security Act of 1974 (including amendments relating to the Consolidated Omnibus Budget Reconciliation Act of 1985), or any amendment or revision thereto;

Any workers' compensation, disability benefits or unemployment compensation law; or

Any other statute, regulation, or law similar to those stated above.

D. Loading or Unloading

This policy does not apply to “bodily injury” or “damage” based upon, arising out of, directly or indirectly resulting from, in consequence of, or involving your ownership, use, care of, operation of, lease or rental, the loading or unloading of patients or property from, the transportation of patients in, or the entrustment to others in an auto, mobile equipment, watercraft or aircraft, including an auto, mobile equipment, watercraft or aircraft which is loaned to the “named insured” or which is operated for the “named insured” by its “employee”, including an auto owned by an “employee”.

E. Licensing

This policy does not apply to any “claim” based upon or in any way arising out of any act, error or omission, including an “incident”, “Good Samaritan act” or “bodily injury” that occurred before the “retroactive date”.

F. Related Entities

This policy does not apply to any “claim” brought or maintained by or on behalf of:

1. Any “insured” or any associated entity of an “insured”;

2. Any person who, at the time of the “medical malpractice incident” giving rise to the “claim”, is a family member;

3. Any entity operated or controlled by any “insured”; or

4. Any “employee”, partner or trustee of any “insured”; or

G. Return of Fees and Reperformance

This policy does not apply to any “claim” seeking a return or withdrawal of any fees or charges.

H. Revoked

This policy does not apply to any liability resulting from “professional services” you provide while your license, credentials or certification to practice is suspended, revoked seeking reperformance or no longer valid correction of any services.

I. Violation of Law

This policy does not apply to any “claim”—Unauthorized Collection or Communication.
based upon or arising from the unauthorized or unlawful collection, recording, disclosure, transmission, communication, distribution, or failure to protect “of material, data, or information in any form, (except to the extent unlawful communication to third parties by an “insured”. This exclusion does not apply to an otherwise covered “HIPAA proceeding.”

**CONDITIONS**

**Assignment**

Your rights and duties under the HIPAA Coverage in the Coverage Extensions of this policy may not be transferred or assigned without our written consent. If you die or are legally declared bankrupt, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative.

**Assistance and Cooperation**

You must cooperate with us and provide us all information which we reasonably request, including, but not limited to, attending hearings, depositions, and trials and assistance in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and conducting the defense of any “claim” or other proceeding covered by this policy. You must do nothing that may prejudice our position.

No “insured” will, except at that “insured’s” own cost, voluntarily make a payment, assume any obligation, or incur any expense in connection with a “claim” except at our request or prior consent.

**Authorization; Changes to Policy**

The “named insured” listed first on the Declarations is authorized to act on behalf of all other “insureds” with respect to the giving and receiving of any notice provide for in this policy, the payment of premiums and the receipt of any return premiums that may become due, and the agreement to and acceptance of changes to the policy.

By acceptance of this policy, the “insureds” and we agree that this policy (including the Declarations and application) and any written endorsements attached hereto constitute the entire agreement between the parties. This policy can be changed only by endorsement to the policy.

**Cancellation and Renewal**

1. **Cancellation**

   a. The “named insured” may cancel this policy by sending us notice of cancellation at the address on the Declarations. Such notice must indicate the effective date of cancellation.

   b. We may cancel this policy for any reason allowable by state law. If we cancel, we will provide notice of cancellation to the “named insured” at the address stated on the Declarations. If we cancel because of non-payment of premium, we will notify the “named insured” at least ten days before the effective date of cancellation when the cancellation is to take effect. If we cancel for any other reason, we will notify the “named insured” at least 60 days before the effective date of cancellation when the cancellation is to take effect.

   c. We will send the “named insured” any applicable refund of premium at the address shown on the Declarations as soon as practicable thereafter. Cancellation will be effective even if no premium refund is available.
1. Non-Renewal

If we decide not to renew this policy, we will notify the “named insured” of our decision at least 60 days prior to the effective date of renewal. If notice is mailed, proof of mailing will be sufficient proof of notice.

Change in Operations or Profession

In the event of a merger, acquisition, or change in ownership involving the “named insured” or if the nature of your operations or “professional services” materially changes, you must notify us of such change as soon as practicable. There will be no coverage under this policy for any such change until we have approved the change in writing, and any additional premium adjustment is satisfied.

Legal Actions Against Us

OTHER INSURANCE

No person or entity has a right under this policy to join us as a party or otherwise bring us into a suit asking for “damages” from you or to sue us under this policy unless all its terms have been fully complied with. A person or entity may sue us to recover on an agreed settlement or on a final judgment against you, but we will not be liable for “damages” that are not payable under this policy or that exceed the applicable Limits of Insurance of this policy.

Other Insurance

All amounts payable under this policy will be specifically excess of, and will not contribute with, any other valid and collectible professional liability insurance, including any employer provided professional liability insurance; and any other valid and collectible liability insurance; or any self-insured retention, fund or trust established by your employer for the purposes of paying losses or damages. Notwithstanding the foregoing, solely with respect to the defense of a “claim” this policy shall be primary and will not seek contribution from any other liability insurance available to an “insured” under this policy.

CONDITIONS

A. Assistance and Cooperation

You shall cooperate with us and provide us all information which we reasonably request including but not limited to attending hearings, depositions, and trials and assistance in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and conducting the defense of any “claim” covered by this policy. You shall do nothing that may prejudice our position.

No “insured” will, except at that “insured’s” own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than first aid, without our consent.

B. Cancellation, Nonrenewal and Automatic Renewal

1. Cancellation

   a. The “named insured” shown in the Declarations may cancel this policy. Such notice must indicate when the cancellation is to take effect.

   b. We may cancel this policy. If we cancel because of non-payment of premium, we must notify the “named insured” shown in the Declarations at least ten (10) days before the
effective date of cancellation when the cancellation is to take effect. If we cancel for any other reason, we must notify the “named insured” shown in the Declarations at least sixty (60) days before the effective date of cancellation when the cancellation is to take effect.

c. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter, but the cancellation will be effective even if we have not made or offered any refund of unearned premium.

2. Non-renewal
If we decide not to renew this policy, we will notify the “named insured” shown in the Declarations of the nonrenewal not less than sixty (60) days before the expiration date of this policy.

3. Automatic Renewal
We shall offer automatic renewal of this policy unless:

a. Either party has cancelled this policy for any reason permitted herein or by law;

b. A material change in your profession, “professional services” or “business entity’s” operation as shown on the Declaration page has occurred; or

c. You have notified us of a “claim” under this policy.

To the extent applicable, ninety (90) days in advance of the expiration of the “policy period” we will provide the “named insured” notification of an offer of automatic renewal of this policy. Any automatic renewal will be at the same terms and conditions as this policy (except for the inception and expiration dates of the “policy period” and at our sole and absolute discretion, the premium charged for the renewal policy) for a term of one year.

C. Changes
This policy can be changed only by a written endorsement that we make to this policy.

D. Concealment, Misrepresentation, Fraud
This policy is void in any case of fraud by you relating to it. It is also void if you intentionally conceal or misrepresent a material fact or circumstance concerning this policy.

E. Conformance to Statute
The terms of this policy which are in conflict with the statutes, laws, ordinances or regulations in any country, jurisdiction, state or province where this policy is issued are amended to conform to the minimum requirements of such statutes, laws, ordinances or regulations.

F. Coverage Territory
This policy applies to “claims” brought against you in the United States of America, including its territories or possessions.

G. Extended Reporting Periods
We will provide one or more Extended Reporting Periods as detailed below, if this policy is cancelled or not renewed for any reason other than non-payment of premium.

Any Extended Reporting Period does not extend the “policy period” shown in the Declarations or change the scope of coverage provided. Coverage for a “claim” deemed first made during the Extended Reporting Period shall only apply with respect to any “incidents” that occur or allegedly occur before
the expiration of the “policy period” or the date of the policy termination, whichever is earlier and after the “retroactive date” shown on the Declarations and not previously reported to us.

Once in effect, an Extended Reporting Period may not be cancelled. Extended Reporting Periods do not apply to “claims” that are covered under any subsequent insurance you purchase or would be covered but for exhaustion of the limit of insurance applicable to such “claims”. All “claims” under Extended Reporting Periods must be reported to us as detailed in the Conditions section of the policy and are deemed reported on the expiration date of the policy.

1. Automatic Extended Reporting Period
   a. An Automatic Extended Reporting Period is provided at no charge for sixty (60) days after the expiration of the “policy period” or the date of the policy termination, whichever is earlier.
   b. The Automatic Extended Reporting Period does not reinstate or increase the Limit of Insurance.

2. Death, Disability or Retirement (DDR) Extended Reporting Period
   a. We will issue an extended reporting period endorsement of unlimited duration at no cost to you if:
      i. You die;
      ii. Become totally and permanently disabled as a result of an accident or disease after the effective date of the policy; or
      iii. Retire completely from your profession after been continuously insured with us for the immediately preceding three (3) years, and have reached age 55.
   b. The DDR Extended Reporting Period does not reinstate or increase the Limit of Insurance.

3. Optional Unlimited Extended Reporting Period
   a. An Optional Unlimited Extended Reporting Period is available by endorsement and for an additional charge. The Optional Unlimited Extended Reporting Period commences when the Automatic Extended Reporting Period, detailed above, ends. You must provide us a written request for the endorsement within sixty (60) days after the expiration of the “policy period”, or the policy termination date, whichever is earlier. The premium for this endorsement is non-refundable.
   b. The Optional Extended Reporting Period does not reinstate or increase the Limit of Insurance.

H. Knowledge of Incident, Occurrence, or Circumstance
   This policy applies to a “claim” only if prior to the inception date of the policy no “insured” had any knowledge of any “incident”, occurrence or circumstance that a reasonable person might expect would result in such “claim”.

I. Legal Actions Against Us
   No person or entity has a right under this policy:
   1. To join us as a party or otherwise bring us into a suit asking for “damages” from you; or
   2. To sue us under this policy;
   unless all of its terms have been fully complied with.
   A person or entity may sue us to recover on an agreed settlement (which is a settlement and release of liability signed by us, you and the claimant or the claimant’s legal representative) or on a final judgment.
against you; but we will not be liable for “damages” that are not payable under this policy or that are in excess of the applicable Limits of Insurance of this policy.

Notice of a Claim
You shall, as a condition precedent to your rights under this policy with respect to a “claim”, notify us as soon as practicable after you first learn of such “claim”. In addition, you must promptly send us copies of any demands, notices, summons or legal papers received in connection with the “claim”; authorize us to obtain records and other information; cooperate with us in the investigation or settlement of or defense against the “claim”; and assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to you because of “bodily injury” or “damage” to which this insurance may apply. To the extent possible, notice should include: how, when and where the “incident”, occurrence or circumstance took place; and the nature and location of any “bodily injury” or “damage” arising out of any “incident”, occurrence or circumstance.

Representations
By accepting this policy, you agree that the statements in the Declarations and Application and any written materials attached thereto are accurate and complete; those statements are based upon representations you made to us; and we have issued this policy in reliance upon your representations.

This policy is void in any case of fraud or misrepresentation or concealment of a material fact relating to your application or to a “claim”. We also reserve the right to decline coverage for any “claim” or proceeding involving any material facts that were misrepresented by you, whether at the time of notice of such “claim” or in your application to us for this insurance.

Separation of Insureds
Except with respect to rights or duties specifically assigned to the first “named insured” shown in the Declarations, this policy applies as if each “named insured” were the only “named insured,” and separately to each “insured” against whom a “claim” is made.

Severability
As respects the representations made in the application for this policy, and in determining an “insured’s” knowledge or conduct throughout the policy:
• the conduct or knowledge of a natural person “insured” will not be imputed to any other natural person “insured”;
• however, the conduct or knowledge of a natural person “insured” who is an owner, principal, or partner of an “insured” organization, or who is the person who signed the application for this insurance, will be imputed to the organization.

Subrogation and Transfer of Rights of Recovery
If we make any payment under this policy, we shall be subrogated to all of your rights against any person or entity, including the right to participate with you in the exercise of all of your rights of recovery. You shall deliver instruments and papers to us and do whatever else is necessary to secure such rights.

Transfer of Your Rights and Duties
Your rights and duties under this policy may not be transferred without our written consent. If you die or are legally declared bankrupt, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative.

N. Unintentional Failure to Disclose

Your failure to disclose all hazards existing as of the inception date of the policy will not prejudice you with respect to the coverage afforded by this policy, provided that any such failure or omission is not intentional.

O. Violation of Economic or Trade Sanctions

If any coverage provided under this policy would be in violation of any applicable economic or trade sanctions, including but not limited to, sanctions administered and enforced by the United States Treasury Department's Office of Foreign Assets Control ("OFAC"), then that coverage shall be null and void.

DEFINITIONS

“Board action” means a hearing or review maintained by any state, federal, or other administrative authority responsible for setting professional standards and regulating your professional conduct. Multiple “board actions” involving the same conduct, or logically or causally related conduct, will be deemed to be a single “board action”.

A. “Bodily injury” means bodily injury, sickness or disease sustained by a person, including death, mental anguish, mental injury, shock or humiliation resulting from any of these at any time.

B. “Claim” means:

1. A written demand against you an “insured” for monetary and/or non-monetary (including injunctive) relief due to an “incident”, including a demand request to toll any statute of limitations, or to engage in arbitration or mediation; or

2. A civil proceeding against you seeking “damages” commenced by an “insured” for monetary or non-monetary (including injunctive) relief which shall be deemed first made upon the service of a complaint or similar pleading upon you; the “insured”; or

3. A written notification of an “incident”, occurrence or circumstance which may result in a “claim” under this policy.

- any form of notice of an act, error or omission in your performance of “professional services” for which you reasonably believe another party intends to hold you legally liable.

Criminal proceedings are not covered.

“Cosmetic procedures” means any service or treatment primarily intended to improve, alter, or enhance a person’s appearance.

D. "Damages" mean a monetary judgment, award or settlement, including punitive and exemplary damages, that an “insured” becomes legally obligated to pay because of a “claim” (but only to the extent insurable by law). “Damages” includes pre-judgment and post-judgment interest awarded against you on that part of the judgment we pay. “Damages” does not include:

- fines, taxes, or penalties;
- claimant attorney fees, costs or expenses;
amounts the “Damages” does not include:

1. Fines, sanctions, penalties, except for “HIPAA fines and penalties” as insured under Coverage Extension D;
2. Taxes or tax penalties;
3. Any amount which an “insured” is legally absolved from payment; or
4. Any amount not insurable under the applicable state law pursuant to which this policy shall be construed.

D. “Defense costs” means those reasonable and necessary fees, costs and expenses incurred by us or by the “insured” at our request in the defense or investigation of any “claim”, including the costs of an appeal of bond, attachment bond or similar bond (although we are not obligated to apply for or furnish such bond). “Defense costs” do not include any salaries, wages, overhead, benefits, benefit expenses or internal charges associated with any “insured”, or any fees, costs or expenses incurred by an “insured” prior to the time the “claim” is reported to us.

E. “Employee” means a “claim” or proceeding brought against person who is hired by you to perform work under your direction to support your or your entity’s performance of “professional services.” “Employee” includes a temporary worker or volunteer.

F. “Good Samaritan Act” means emergency first-aid medical services rendered by you to another person without expectation of remuneration or compensation.

“HIPAA Fines and Penalties” means civil fines and penalties imposed upon you for a failure to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 and amendments thereto (“you become legally obligated to pay because of a “HIPAA proceeding”).

“HIPAA Proceeding” means an administrative proceeding or series of logically or causally related administrative proceedings brought against you by the Department of Health and Human Services or its designee alleging a violation under Health Insurance Portability and Accountability Act of 1996 and amendments thereto (“HIPAA”) or any rules or regulations promulgated thereunder, with respect to information pertaining to a patient or client that has been collected, compiled or provided by you to another.

G. “Insured” means the “named insured”. In the event of the death, disability, bankruptcy, or financial insolvency of the “named insured,” “insured” will also include such “named insured’s” heirs, executors, administrators, trustees in bankruptcy, assignees or legal representatives, legal spouse or legal domestic partner if a “claim” is made against any of the foregoing persons or entities in their capacity as such.

“Medical Malpractice Incident” means any act, error or omission committed by you resulting in “bodily injury” and occurring subsequent to the “retroactive date”.

1. In the rendering or failure to render “professional services” in the conduct of the profession of the “named Insured” shown in the Declarations, including any such act, error or omission in connection with a “Good Samaritan act”;
2. In the performance of services by you as a member of a formal accreditation, ethics, peer review, licensing board, standards review or similar professional board or committee of a professional organization; in the conduct of the profession of the “named insured” shown in the Declarations.
H. “Insured” means the “named insured” and any other person shown or organization designated as such on the Declarations or listed in an endorsement attached to this policy designated as an “insured”.

I. “Policy period” means the period of time from the inception date shown in the Declarations to the earlier of the expiration date shown in the Declarations or the effective date of termination of this policy, whether by expiration or cancellation.

J. “Professional services” means those services the “named insured” performs for others that is within the scope of such insured’s profession shown in the Declarations, and for which you are the insured is licensed, certified, accredited, trained or qualified to perform within the scope of the profession of the “named insured” shown in the Declarations, which are performed on behalf of the “named insured”, including any, and will also mean:

- any medical services you provide as part of clinical trials;
- advisory services provided as part of “clinical trials”;
- K. “Professional services” also means your services while acting within the scope of the profession of the “named insured” shown in the Declarations as a member of a formal accreditation, standards review, or similar board or committee, as well as related to your acting in a supervisory profession;
- teaching or proctoring role at the “named insured’s” request of educational courses to students within your profession;
- L. “Professional services” includes healthcare services you provide as a student within your profession’s educational requirements; and
- scheduling and qualifying suitable work assignments for eligible other healthcare providers.

M. “Protected health information” means information pertaining to a patient or client that has been collected or compiled by you or provided by you to another that is subject to protection under HIPAA.

N. “Related incident claim” means any actual or alleged separate or series of “incidents” directly arising out of or related to “claim” that is based upon or arises from the same or similar act, error, omission, service, “medical malpractice incident” or “related incidents.”

“Related incidents” means all “medical malpractice incidents” logically or causally connected by any fact, circumstance, situation, event, transaction, event, representation, statement, practice, advice, decision or cause, or series of related facts, circumstances, situations, events, transactions or causes.

O. “Reputation threat” means an act or event a “medical malpractice incident” or underlying fact or circumstance that the “named insured” reasonably believes would, if disclosed in a publication, have an adverse impact on the public perception of an “insured”’s professional reputation.

P. “Retroactive date” means the date shown as such in the Declarations. The “retroactive date” is the earliest date on which an “incident” can take place for which coverage will be available for a “claim” made and reported under this policy.
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CONTRACT

THIS IS AN OCCURRENCE POLICY. PLEASE READ THE ENTIRE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED. DEFENSE COSTS ARE IN ADDITION TO THE LIMITS OF LIABILITY.

Throughout this policy the words “you” and “your” refer to the “named insured” shown in the Declarations and any other person or organization qualifying as an “insured” under this policy.

The words “we”, “us” and “our” refer to the Company providing this insurance. Headings are provided solely for convenience and do not confer coverage.

In consideration of the payment of the premium and subject to the statements in the Declarations and in the Application submitted to us for this policy together with any written materials attached thereto and submitted to us, and subject to the Limit of Insurance, exclusions, conditions and other terms of this policy, the parties agree as follows:

COVERAGE AGREEMENTS

INSURING AGREEMENT: PROFESSIONAL LIABILITY COVERAGE

We will pay “defense costs” and those sums that you become legally obligated to pay as “damages” as a result of a “claim” against you because of an “incident” to which this policy applies a “Medical Malpractice Incident” caused by your performance of “professional services” or a “Good Samaritan Act”; provided such “incident” that:

- The “Medical Malpractice Incident” first occurs during the “policy period”;

No other obligation to pay any sums or perform any acts or services is covered by this policy unless explicitly provided for under the Coverage Extensions set forth below, and then only to the extent provided therein and pursuant to this policy.

- You report the “claim”, whenever made, to us in accordance with the Reporting of Claims section of the policy;
- Prior to the inception of the “policy period”, no “insured”:
  - knew or had a basis to know of any “medical malpractice incident”, “related incident” or any other circumstance that could reasonably be expected to give rise to the “claim” hereunder; or
  - had given notice to any insurer of any “related claim” or circumstance underlying such “claim” or “related claim”; and
The “claim” is made within the United States but may arise from a “medical malpractice incident” occurring anywhere in the world.

Payment of “damages” will be subject to the applicable Limit of Insurance. All “defense costs” are paid in addition to, and will not reduce, the Limit of Insurance.

COVERAGE EXTENSIONS

Payments made under these Coverage Extensions are in addition to, and will not reduce, the Limits of Insurance shown in the Declarations.

A. Reputation Protection Coverage

We will retain a public relations consultant or crisis management consultant on your behalf and pay reasonable and necessary costs, expenses and fees incurred to engage such consultant to respond to a “reputation threat” in connection with any “claim” because of an “incident” for which coverage is provided under this policy.

The maximum amount payable under this Coverage Extension is $50,000 per “claim”.

B. Licensing Board Action Defense Coverage

We will retain counsel and pay on your behalf all reasonable and necessary costs, expenses and fees incurred to engage such counsel to represent you in connection with any action initiated against you by any entity responsible for regulating your conduct within the profession of the “named insured” shown in the Declarations; provided that such action or proceeding arises from an “incident” for which coverage is provided under this policy and notice of any such action or proceeding is:

• The alleged conduct giving rise to the “board action” first received by you and reported by us occurs during the “policy period”;
• The “board action” is reported to us as soon as you receive notice of such action; and
• Prior to the inception of the policy, no “insured” had any knowledge of any circumstances that could reasonably be expected to give rise to such action.

The maximum amount payable under this Coverage Extension is $25,000 per action or proceeding.

“policy period”. No “damages”, fines, penalties or other amounts are covered under this extension.

C. Wage Loss/Deposition Expense Coverage

We will reimburse you for actual lost wages and reasonable and necessary costs and expenses incurred by you if you are requested by us to attend any deposition(s), trial(s), hearing(s) or arbitration proceedings(s) relative to at our request in connection with the defense of a covered “claim” against you.

This Coverage Extension does not apply to any deposition where you are acting as a paid expert.

The maximum amount payable under this Coverage Extension is $1,000 per day.

D. HIPAA Violation Coverage

We will retain counsel and pay on your behalf reasonable and necessary “defense” costs, expenses and fees incurred to engage such counsel to represent you in connection with...
that you become legally obligated to pay as “HIPAA fines and penalties” resulting from a “HIPAA proceeding” brought against you for a “HIPAA proceeding” brought against you in connection with your “professional services”.

This insurance applies only if:

- The alleged violation of any privacy rules or regulations promulgated under HIPAA in connection with giving rise to the management and transmission of “protected health information”; provided such violation “HIPAA proceeding” first occurs during the “policy period” and we will pay on your behalf “HIPAA fines and penalties” which you become legally obligated to pay arising from such “HIPAA proceeding”; and
- The “HIPAA proceeding” is reported to us as soon as you receive notice of the proceeding; and
- Prior to the inception of the policy, no “insured” had any knowledge of any circumstances that could reasonably be expected to give rise to such proceeding.

The maximum amount payable under this Coverage Extension is $25,000 per action or proceeding “policy period”.

DEFENSE AND SETTLEMENT

A. We shall have the right and duty to defend, investigate, and settle any “claim” against you that seeks “damages” covered by this policy, even if the “claim” is groundless, false or fraudulent; however, we will not be obligated to pay any “claim” or judgment or continue to defend a “claim” after the applicable Limit of Insurance has been exhausted by payment of “damages” to which this insurance applies.

When we assume the defense of any “claim” we will select and assign defense counsel and pay covered “defense costs” to represent you in connection with such “claim.”

B. We may negotiate and settle any “claim” as we deem expedient; however, we will not commit to any settlement without the written consent of the “named insured”. If the “named insured” refuses to consent to any settlement acceptable to the claimant that we recommend, then, subject to the Limits of Insurance shown in the Declarations, our liability for such “claim” will not exceed the amount for which such “claim” could have been settled plus “defense costs” up to the date the “named insured” refused to settle such “claim”.

Our obligation to defend and to pay “defense costs” or “damages” in connection with any “claim” or other amounts under this policy ends once the applicable Limit of Insurance has been exhausted.

C. We shall have the right but not the duty to appeal any judgment.

LIMITS OF INSURANCE

- The Limits Aggregate Limit of Insurance shown in the Declarations is the most we will pay for all “damages” under this policy listed regardless of the number of “claims” made.
- More than one “claim” involving the same “incident” or “related incident” which occurred during the “policy period” shall be considered a single “claim” and subject to one. This Limit of Insurance shall apply separately to each “named insured”.
- Subject to Paragraphs A and B above:
1. The applicable Aggregate Limits of Insurance, the Each Claim Limit of Insurance shown in the Declarations is the most we will pay for all “damages” arising out of any under the policy for one “claim” or all “related claims.”

2. The Aggregate Limit shown on the Declarations is the most we will pay for all “damages” for the “named insured”.

- “Defense costs” shall be paid in addition to the Limits of Insurance shown in the Declarations and shall not reduce the Limits of Insurance.

REPORTING OF CLAIMS

Reporting a Claim

You must, as a condition precedent to your rights under this policy with respect to a “claim”, notify us as soon as practicable after you first receive notice of such “claim”. To the extent possible, notice should include: how, when and where the incident or conduct giving rise to “claim” took place and the names of any persons or entities involved in the facts underlying the “claim.”

EXCLUSIONS

This policy does not apply to any “claim”, action, or proceeding:

A. Abuse or Sexual Misconduct

This policy does not apply to any “claim” based upon or arising out of any actual or alleged physical or mental forms of abuse, including, for example, physical assault, physical or battery, molestation, mental abuse, battery, sexual assault, or inappropriate contact, and sexual abuse, sexual molestation, sexual or other harassment, or sexual misconduct (collectively “abuse”); provided, however, we. This exclusion will retain counsel to represent you and pay on your behalf “defense costs” for non-criminal proceedings brought against you during the “policy period” alleging such “abuse” unless or until such “abuse” conduct has been determined to have occurred by any judgment, final ruling, or admission adverse to you in any judicial proceeding, administrative or alternative dispute resolution proceeding. Such providing a defense will until the conduct is adjudicated does not mean we waive any of our rights under this policy. We shall not be required to appeal any such adjudication, judgment or ruling. However, criminal proceedings are not covered by this policy regardless of the allegations made against you.

Confidential or Personal Information Disclosure and Electronic Data Exclusion

based upon or arising from any unauthorized access to, use or disclosure of, or the failure to protect non-public, confidential, corporate or personal information in any form, including any type of electronic data, or to which any cyber insurance coverage applies, including coverage for network security and data breach response. This exclusion does not apply to an otherwise covered “HIPAA proceeding.”

Contractual Liability

B. Contractual Liability

This policy does not apply to any “claim” based upon or arising out of or relating to any based upon or arising from any actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees; however, this exclusion shall not apply to your liability that exists in the absence of such contract or agreement.

Cosmetic Procedures
based upon or arising from any “cosmetic procedures”.

**Employment Matters**

based upon or arising from any actual or alleged employment obligations, decisions, practices, or policies as an employer.

**Intentional Wrongdoing**

based upon or arising from any actual or alleged dishonest, fraudulent, criminal, malicious or intentional act committed by or at the direction of any “insured”, including, but not limited to, the willful or reckless violation of any statute, regulation, or other law; however, we will retain counsel to represent you and pay on your behalf “defense costs” for non-criminal “claims” brought against you during the “policy period” alleging such act. This exclusion will not apply unless or until it has been determined by judgment, final ruling, or admission adverse to you in any judicial proceeding, administrative or alternative dispute resolution proceeding that such act was committed. Such providing a defense will not mean we waive any of our rights under this policy. We shall not be required to appeal any such adjudication, judgment or ruling.

**C. Contractual Liability**

This policy does not apply to any “claim” based upon or arising out of any of the following:

1. Your alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees; or
2. The liability of others you assume under any oral or written contract or agreement.

However, this exclusion shall not apply to: (i) your liability that exists in the absence of such contract or agreement or (ii) any “claim” against you by your client or customer, if and to the extent that the “claim” alleges a breach of contractual obligations in the rendering of or failure to render “professional services”.

Based upon or arising from any ‘cosmetic procedures’.

**Employment Matters**

Based upon or arising from any actual or alleged employment obligations, decisions, practices, or policies as an employer.

**Intentional Wrongdoing**

Based upon or arising from any actual or alleged dishonest, fraudulent, criminal, malicious or intentional act committed by or at the direction of any “insured”, including, but not limited to, the willful or reckless violation of any statute, regulation, or other law; however, we will retain counsel to represent you and pay on your behalf “defense costs” for non-criminal “claims” brought against you during the “policy period” alleging such act. This exclusion will not apply unless or until it has been determined by judgment, final ruling, or admission adverse to you in any judicial proceeding, administrative or alternative dispute resolution proceeding that such act was committed. Such providing a defense will not mean we waive any of our rights under this policy. We shall not be required to appeal any such adjudication, judgment or ruling.

**C. Contractual Liability**

This policy does not apply to any “claim” based upon or arising out of any of the following:

1. Your alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees; or
2. The liability of others you assume under any oral or written contract or agreement.

However, this exclusion shall not apply to: (i) your liability that exists in the absence of such contract or agreement or (ii) any “claim” against you by your client or customer, if and to the extent that the “claim” alleges a breach of contractual obligations in the rendering of or failure to render “professional services”.
• The Employee Retirement Income Security Act of 1974 (including amendments relating to the Consolidated Omnibus Budget Reconciliation Act of 1985), or any amendment or revision thereto;
• Any workers' compensation, disability benefits or unemployment compensation law; or
• Any other statute, regulation, or law similar to those stated above.

D. Loading or Unloading
This policy does not apply to “bodily injury” or “damage” based upon, arising out of, directly or indirectly resulting from, in consequence of, or involving your property or equipment furnished to or owned by another person or entity or arising from the transportation of patients in, or the entrustment to others in an auto, mobile equipment, watercraft or aircraft, including an auto, mobile equipment, watercraft or aircraft which is loaned to the “named insured” or which is or is operated for the “named insured” by its “employee,” including an auto owned by an “employee.”

E. Licensing
This policy does not apply to any “claim” based upon or in any way arising out of any act, error or omission, including an “incident”, “Good Samaritan act” or “bodily injury” that occurred before the effective date of the policy.

Based upon or arising from any actual or alleged any “professional services” you provide without a valid and active license, credentials, certification, or other form of authorization to the extent required by applicable state, federal or local law, rule or regulation.

F. Related Entities
This policy does not apply to any “claim” brought or maintained by or on behalf of:
1. Any “insured” or any associated entity of an “insured”;
2. Any person who, at the time of the “medical malpractice” incident giving rise to the “claim”, is a family member;
3. Any entity operated or controlled by any “insured”; or
4. Any “employee”, partner or trustee of any “insured”; or
5. Any person or entity in which any “insured” has a direct or indirect financial interest or is advised or induced by the “insured” to invest in or lend money to any person, firm, company or entity referred to above or to the “insured”.

G. Return of Fees and Reperformance
This policy does not apply to any “claim” seeking a return or withdrawal of any fees or charges.

H. Revoked
This policy does not apply to any liability resulting from “professional services” you provide while your license, credentials or certification to practice is suspended, revoked, seeking reperformance or no longer valid or correction of any services.

I. Violation of Law
This policy does not apply to any “claim” Unauthorized Collection or Communication
based upon or arising out of violation of any statute, regulation, ordinance or common-law that prohibits from the unauthorized or limits the unlawful collection, or recording, disclosure, transmission, communication, distribution, or failure to protect material, data, or information in any form (except to the extent, or unauthorized or limits the unlawful collection, or recording, disclosure, transmission, communication, distribution, or failure to protect material, data, or information in any form (except to the extent that }

**CONDITIONS**

**Assignment**

Your rights and duties under the HIPAA Coverage in the Coverage Extensions of this policy may not be transferred or assigned without our written consent. If you die or are legally declared bankrupt, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative.

**Assistance and Cooperation**

You must cooperate with us and provide us all information which we reasonably request, including, but not limited to, attending hearings, depositions, and trials and assistance in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and conducting the defense of any “claim” or other proceeding covered by this policy. You must do nothing that may prejudice our position.

No “insured” will, except at that “insured’s” own cost, voluntarily make a payment, assume any obligation, or incur any expense in connection with a “claim” except at our request or prior consent.

**Authorization; Changes to Policy**

The “named insured” that is listed first on the Declarations is authorized to act on behalf of all other “insureds” with respect to the giving and receiving of any notice provide for in this policy, including notice of cancellation or nonrenewal, the payment of premiums, the receipt of any return premiums, and the agreement to and acceptance of changes to the policy.

By acceptance of this policy, the “insureds” and we agree that this policy (including the Declarations and application) and any written endorsements attached hereto constitute the entire agreement between the parties. This policy can be changed only by endorsement to the policy.

**Cancellation and Renewal**

1. Cancellation

   a. The “named insured” that is listed first on the Declarations may cancel this policy by sending us notice of cancellation at the address on the Declarations. Such notice must indicate the effective date of cancellation.

   b. We may cancel this policy for any reason allowable by state law. If we cancel, we will provide notice of cancellation to the “named insured” at the address stated on the Declarations. If we cancel because of non-payment of premium, we will notify the “named insured” at least ten days before the effective date of cancellation when the cancellation is to take effect. If we cancel for any other reason, we will notify the “named insured” at least 60 days before the effective date of cancellation when the cancellation is to take effect.

   c. We will send the “named insured” any applicable refund of premium at the address shown on the Declarations as soon as practicable thereafter. Cancellation will be effective even if no premium refund is available.
1. **Non-Renewal**
   
   If we decide not to renew this policy, we will notify the “named insured” of our decision at least 60 days prior to the effective date of renewal. If notice is mailed, proof of mailing will be sufficient proof of notice.

2. **Change in Operations or Profession**
   
   In the event of a merger, acquisition, or change in ownership involving the “named insured” or if the nature of your operations or “professional services” materially changes, you must notify us of such change as soon as practicable. There will be no coverage under this policy for any such change until we have approved the change in writing, and any additional premium adjustment is satisfied.

**Legal Actions Against Us**

**OTHER INSURANCE**

No person or entity has a right under this policy to join us as a party or otherwise bring us into a suit asking for “damages” from you or to sue us under this policy unless all its terms have been fully complied with. A person or entity may sue us to recover on an agreed settlement or on a final judgment against you, but we will not be liable for “damages” that are not payable under this policy or that exceed the applicable Limits of Insurance of this policy.

**Other Insurance**

All amounts payable under this policy will be specifically excess of, and will not contribute with, any other valid and collectible professional liability insurance, including your employer provided professional liability insurance; and any other valid and collectible liability insurance; or any self-insured retention, fund or trust established by your employer for the purposes of paying losses or damages. Notwithstanding the foregoing, solely with respect to the defense of a “claim” this policy shall be primary and will not seek contribution from any other liability insurance available to an “insured” under this policy.

**CONDITIONS**

**A. Assistance and Cooperation**

You shall cooperate with us and provide us all information which we reasonably request, including but not limited to attending hearings, depositions, and trials and assistance in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and conducting the defense of any “claim” covered by this policy. You shall do nothing that may prejudice our position.

No “insured” will, except at that “insured’s” own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

**B. Cancellation, Nonrenewal and Automatic Renewal**

1. **Cancellation**

   a. The “named insured” shown in the Declarations may cancel this policy. Such notice must indicate when the cancellation is to take effect.

   b. We may cancel this policy. If we cancel because of non-payment of premium, we must notify the “named insured” shown in the Declarations at least ten (10) days before the effective
date of cancellation stating when the cancellation is to take effect. If we cancel for any other reason, we must notify the “named insured” shown in the Declarations at least sixty (60) days before the effective date of cancellation stating when the cancellation is to take effect.

c. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter, but the cancellation will be effective even if we have not made or offered any refund of unearned premium.

2. Non-renewal

If we decide not to renew this policy, we will notify the “named insured” shown in the Declarations of the nonrenewal not less than sixty (60) days before the expiration date of this policy.

3. Automatic Renewal

We shall offer automatic renewal of this policy unless:

a. Either party has cancelled this policy for any reason permitted herein or by law;

b. A material change in your profession, “professional services” as shown on the Declaration page has occurred; or

c. You have notified us of a “claim” under this policy.

To the extent applicable, ninety (90) days in advance of the expiration of the “policy period” we will provide the “named insured” notification of an offer of automatic renewal of this policy. Any automatic renewal will be at the same terms and conditions as this policy (except for the inception and expiration dates of the “policy period” and at our sole and absolute discretion, the premium charged for the renewal policy) for a term of one year.

C. Changes

This policy can be changed only by a written endorsement that we make to this policy.
D. **Conformance to Statute**

The terms of this policy which are in conflict with the statutes, laws, ordinances or regulations in any country, jurisdiction, state or province where this policy is issued are amended to conform to the minimum requirements of such statutes, laws, ordinances or regulations.

E. **Coverage Territory**

This policy applies to “claims” brought against you in the United States of America, including its territories or possessions.

F. **Knowledge of Incident, Occurrence, or Circumstance**

This policy applies to a “claim” only if prior to the inception date of the “policy period” no “insured” had any knowledge of any “incident”, occurrence or circumstance that would result in such “claim”.

G. **Legal Actions Against Us**

No person or entity has a right under this policy to join us as a party or otherwise bring us into a suit asking for “damages” from you; or to sue us under this policy unless all of its terms have been fully complied with.

A person or entity may sue us to recover on an agreed settlement (which is a settlement and release of liability signed by us, you and the claimant or the claimant’s legal representative) or on a final judgment against you; but we will not be liable for “damages” that are not payable under this policy or that are in excess of the applicable Limits of Insurance of this policy.

H. **Notice of a Claim**

You shall, as a condition precedent to your rights under this policy with respect to a “claim”, notify us as soon as practicable after you first learn of such “claim”. In addition, you must promptly send us copies of any demands, notices, summonses or legal papers received in connection with the “claim”; authorize us to obtain records and other information; cooperate with us in the investigation or settlement of or defense against the “claim”; and assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to you because of “bodily injury” or “damage” to which this insurance may also apply. To the extent possible, notice should include: how, when and where the “incident”, occurrence or circumstance took place; and the nature and location of any “bodily injury” or “damage” arising out of any “incident”, occurrence or circumstance.

I. **Representations**

By accepting this policy, you agree that the statements in the Declarations and application and any written materials attached thereto are accurate and complete; those statements are based upon representations you made to us and we have issued this policy in reliance upon your representations.

This policy is void in any case of fraud or misrepresentation or concealment of a material fact relating to your application or to a “claim”. We also reserve the right to decline coverage for any “claim” or proceeding involving any material facts that were misrepresented by you, whether at the time of notice of such “claim” or in your application to us for this insurance.

**Separation of Insureds**

Except with respect to rights or duties specifically assigned to the first “named insured” shown in the Declarations and the Limits of Insurance, this policy applies as if each “named insured” were the only “named insured;” and separately to each “insured” against whom a “claim” is made.
Severability

As respects the representations made in the application for this policy, and in determining an “insured’s” knowledge or conduct throughout the policy:

- the conduct or knowledge of a natural person “insured” will not be imputed to any other natural person “insured”.
- however, the conduct or knowledge of a natural person “insured” who is an owner, principal, or partner of an “insured” organization, or who is the person who signed the application for this insurance, will be imputed to the organization.

J. Subrogation and Transfer of Rights of Recovery

If we make any payment under this policy, we shall be subrogated to all of your rights against any person or entity, including the right to participate with you in the exercise of all of your rights of recovery. You shall deliver instruments and papers to us and do whatever else is necessary to secure such rights.
K. **Transfer of Your Rights and Duties**

Your rights and duties under this policy may not be transferred without our written consent. If you die or are legally declared bankrupt, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative.

L. **Violation of Economic or Trade Sanctions**

If any coverage provided under this policy would be in violation of any applicable economic or trade sanctions, including but not limited to, sanctions administered and enforced by the United States Treasury Department’s Office of Foreign Assets Control (“OFAC”), then that coverage shall be null and void.

M. **Unintentional Failure to Disclose**

Your failure to disclose all hazards existing as of the inception date of the policy will not prejudice you with respect to the coverage afforded by this policy, provided that any such failure or omission is not intentional.

N. **Concealment, Misrepresentation, Fraud**

This policy is void in any case of fraud by you relating to it. It is also void if you intentionally conceal or misrepresent a material fact or circumstance concerning this policy.

**DEFINITIONS**

“Board action” means a hearing or review maintained by any state, federal, or other administrative authority responsible for setting professional standards and regulating your professional conduct. Multiple “board actions” involving the same conduct, or logically or causally related conduct, will be deemed to be a single “board action”.

A. “Bodily injury” means bodily injury, sickness or disease sustained by a person, including death, mental anguish, mental injury, shock or humiliation resulting from any of these at any time.

B. “Claim” means:

1. A written demand against you or an “insured” for monetary and/or non-monetary (including injunctive) relief due to an “incident”, including a demand to toll any statute of limitations, or to engage in arbitration or mediation; or

2. A civil proceeding against you seeking “damages” commencing by an “insured” for monetary or non-monetary (including injunctive) relief which shall be deemed first made upon the service of a complaint or similar pleading upon you or the “insured”; or

3. A written notification of an “incident”, occurrence or circumstance which may result in a “claim” under this policy.

• any form of notice of an act, error or omission in your performance of “professional services” for which you reasonably believe another party intends to hold you legally liable.

Criminal proceedings are not covered.

“Cosmetic procedures” means any service or treatment primarily intended to improve, alter, or enhance a person’s appearance.
"Damages" mean a monetary judgment, award or settlement, including punitive and exemplary damages, that an "insured" becomes legally obligated to pay because of a "claim" (but only to the extent insurable by law). "Damages" includes pre-judgment and post-judgment interest awarded against you on that part of the judgment we pay. "Damages" does not include:

- fines, taxes, or penalties;
- claimant attorney fees, costs or expenses;
- amounts the "Damages" does not include:
  1. Fines, sanctions, penalties, except for "HIPAA fines and penalties" as insured under Coverage Extension D;
  2. Taxes or tax penalties;
  3. Any amount which an "insured" is legally absolved from payment; or
  4. Any amount not insurable under the applicable state law pursuant to which this policy shall be construed.

"Defense costs" means reasonable and necessary fees, costs and expenses in the defense or appeal of a "claim" or proceeding brought against you those reasonable and necessary fees, costs and expenses incurred by us or by the "insured" at our request in the defense or investigation of any "claim", including the costs of an appeal bond, attachment bond or similar bond (although we are not obligated to apply for or furnish such bond). "Defense costs" do not include any salaries, wages, overhead, benefits, benefit expenses or internal charges associated with any "insured", or any fees, costs or expenses incurred by an "insured" prior to the time the "claim" is reported to us.

"Employee" means a person who is hired by you or on your behalf to perform work under your direction to support your performance of "professional services." "Employee" includes a temporary worker or volunteer.

"Good Samaritan Act" means emergency first-aid medical services rendered by you to another person without expectation of remuneration or compensation.

"HIPAA Fines and Penalties" means civil fines and penalties imposed upon you for a failure to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 and amendments thereto ("you become legally obligated to pay because of a "HIPAA proceeding").

"HIPAA Proceeding" means an administrative proceeding or series of logically or causally related administrative proceedings brought against you by the Department of Health and Human Services or its designee alleging a violation under Health Insurance Portability and Accountability Act of 1996 and amendments thereto ("HIPAA") or any rules or regulations promulgated thereunder with respect to information pertaining to a patient or client that has been collected, compiled, or provided by you to another.

"Insured" means the "named insured". In the event of the death, disability, bankruptcy, or financial insolvency of the "named insured," "insured" will also include such "named insured's" heirs, executors, administrators, trustees in bankruptcy, assignees or legal representatives, legal spouse or legal domestic partner if a "claim" is made against any of the foregoing persons or entities in their capacity as such.

"Medical Malpractice Incident" means any act, error or omission committed by you resulting in "bodily injury". 
1. In the rendering or failure to render “professional services” in the conduct of the profession of the “named insured” shown in the Declarations, including any such act, error or omission in connection with a “Good Samaritan act”; or
2. In the performance of services by you as a member of a formal accreditation, ethics, peer review, licensing board, standards review or similar professional board or committee of a professional organization, in the conduct of the profession of the “named insured” shown in the Declarations.

“Issued” means the “named insured” and any other person shown or organization designated as such on the Declarations or listed in an endorsement attached to this policy designated as an “insured”.

“Policy period” means the period of time from the inception date shown in the Declarations to the earlier of the expiration date shown in the Declarations or the effective date of termination of this policy, whether by expiration or cancellation.

“Professional services” means those services the “named insured” performs for others that is within the scope of such insured’s profession shown in the Declarations, and for which you are licensed, certified, accredited, trained or qualified to perform within the scope of the profession of the “named insured” shown in the Declarations which are performed on behalf of the “named insured”, including, and also means:

K. any medical services provided as part of clinical trials;
L. “Professional advisory services” also means your services provided while acting within the scope of the profession of the “named insured” shown in the Declarations as a member of a formal accreditation, standards review, or similar board or committee, as well as related to your acting in a supervisory, profession;
M. teaching or proctoring role at the “named insured’s” request of educational courses to students within your profession;
N. “Professional services” includes healthcare services you provide as a student within your profession’s educational requirements; and
O. scheduling and qualifying suitable work assignments for eligible healthcare providers.

“Protected health information” means information pertaining to a patient or client that has been collected or compiled by you or provided by you to another that is subject to protection under HIPAA.

“Related claim” means any “claim” that is based upon or arises from the same “medical malpractice incident” or “related incidents.” All “related claims” will be deemed a single “claim”.

“Related incidents” means any actual or alleged separate all “medical malpractice incidents” logically or causally connected by any fact, circumstance, situation, event, transaction, cause or series of “incidents” directly arising out of or related to the same or similar act, error, omission, service, transaction, event, representation, statement, practice, advice, decision or related facts, circumstances, situations, events, transactions or causes.

“Reputation threat” means an act or event a “medical malpractice incident” or underlying fact or circumstance that the “named insured” reasonably believes would, if disclosed in a publication, have an adverse impact on the public perception of an “insured” or “named insured’s” professional reputation.
ENDORSEMENT

This endorsement, effective 12:01AM: DATE
------------------
Forms a part of Policy No.: POLICY NUMBER
------------------
Issued to: ISSUED TO
------------------
By: WRITING COMPANY
------------------

DECLARATIONS AMENDATORY

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the

The following:

PROFESSIONAL PROTECTION POLICY – HEALTHCARE
BUSINESS LIABILITY COVERAGE – GENERAL LIABILITY POLICY

In consideration of premium paid, it is hereby understood and agreed that Item XX of the items
on the Declarations is Page of the policy are deleted in its entirety and replaced with by the
following:

<table>
<thead>
<tr>
<th>Item:</th>
<th>Replaced by:</th>
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<tr>
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<tr>
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</tbody>
</table>

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All other terms and conditions of this policy remain unchanged.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PROFESSIONAL PROTECTION POLICY—HEALTHCARE

In consideration of the additional premium amount of $XXXXXXX, it is hereby understood and agreed that the policy is amended as follows:

1.

The following Retroactive Date applies to the policy and to any endorsements or forms attaching to the policy which are applicable to the coverage afforded therein:

<table>
<thead>
<tr>
<th>SCHEDULE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Retroactive Date</td>
</tr>
</tbody>
</table>

Prior Acts Coverage Endorsement

This endorsement, effective 12:01AM: ___DATE___

Issued to: ___ISSUED TO___

By: ___WRITING COMPANY___
It is II.

The definition of “policy period” is deleted in its entirety and replaced with the following:

“Policy period” means agreed that, in consideration of any endorsement premium change stated above, the Professional Protection Policy – Healthcare Coverage Part is amended as follows:

The Professional Liability Coverage agreement is amended by the period commencing on the Retroactive Date above, and ending on the expiration date appearing in the Declarations, or its earlier termination date, if any.

III.

I. The Definitions section addition of the policy is amended to include the following at the end thereof:

Notwithstanding the foregoing, this coverage agreement will apply to “Medical Malpractice Incidents” first occurring on or after the “retroactive date” and before the end of the “policy period”.

II. The following definition is added:

“Retroactive date” means the date specified stated in the SCHEDULE above as such.

IV.

It is further understood and agreed that this policy applies to any “incident” that takes place on or after the “retroactive date” but prior to the Effective Date shown on the Declarations, subject to all applicable terms and conditions of the policy; provided that no “insured” had knowledge of any “incident”, circumstance or event likely to give rise to a “claim” under this policy.

All other terms and conditions of this policy remain unchanged.
OPTIONAL EXTENDED REPORTING PERIOD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PROFESSIONAL PROTECTION POLICY—HEALTHCARE

In consideration of the additional premium amount of $XXXXXXX, it

It is hereby understood and agreed that the:

Pursuant to the Extended Reporting Period conditions stated in the REPORTING OF CLAIMS section of the policy is amended as follows: the following “named insured” has purchased an Optional Extended Reporting Period. The Optional Extended Reporting Period will begin upon termination of the “policy period” and will end after the stated period has elapsed.

An Optional Extended Reporting Period of unlimited duration is provided as described in Paragraph G.3 of the Conditions Section.

<table>
<thead>
<tr>
<th>Named Insured</th>
<th>Extended Reporting Period (in months)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Business General Liability Coverage Part

CONTRACT

THIS COVERAGE PART PROVIDES COVERAGE ON AN OCCURRENCE BASED POLICY BASIS, AND SUBJECT TO ITS PROVISIONS, APPLIES ONLY TO CLAIMS WHICH RESULT FROM INJURY OR DAMAGE THAT OCCURRED ON OR AFTER THE INCEPTION DATE OF THE POLICY PERIOD AND PRIOR TO THE EXPIRATION OF THE POLICY PERIOD STATED IN THE DECLARATIONS. DEFENSE COSTS ARE IN ADDITION TO THE LIMIT OF INSURANCE. PLEASE READ THE ENTIRE POLICY COVERAGE PART CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.

All terms and conditions of coverage are contained solely within this Coverage Part.

Throughout this policy Coverage Part the words “you” and “your” refer to the “named insured” shown on the Declarations and any other person, “business entity” or practice organization qualifying as an “insured” under this policy. The words “we”, “us” and “our” refer to the Company providing this insurance. Headings are provided solely for convenience and do not confer coverage.

The words “we”, “us” and “our” refer to the Company providing this insurance.

Words and phrases that appear in quotation have special meanings and are defined in the Definitions section of this contract.

In consideration of the payment of the premium and subject to the statements in the Declarations and in the Application submitted to us for this policy together with any written materials attached thereto and submitted to us, and subject to the Limit of Insurance, exclusions, conditions and other terms of this policy, the parties agree as follows.

COVERAGE

INSURING AGREEMENTS

COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY AND FIRE LEGAL LIABILITY

A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

We will pay those sums that you become legally obligated to pay as “damages” because of “bodily injury” or “property damage” to which this policy applies. This policy applies to “bodily injury” and “property damage” only if:

1. The “bodily injury” or “property damage” occurs during the policy period, and
2. The “bodily injury” or “property damage” is caused by an “occurrence” relating to your “business entity” or practice shown on the Declarations.

Insuring Agreement A. includes the following:
3. **Fire Legal Liability**

**FIRE LEGAL LIABILITY**

We will pay those sums you become legally obligated to pay as "damages" due to "property damage" to structures or portions thereof rented to or leased to the first "named insured or on behalf of the "business entity", including, but not limited to, fixtures permanently attached thereto, if such "property damage" arises out of fire.

Solely with respect to Paragraph A.3., Fire Legal Liability coverage, exclusions C. through N. do not apply.

**B. COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY**

We will pay those sums that you become legally obligated to pay as "damages" because of "personal and advertising injury" to which this policy applies. This policy applies to "personal and advertising injury" caused by an offense relating to your "business entity" or practice shown on the Declarations but only if the offense was committed in the "coverage territory" during the policy period.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension set forth below.

**COVERAGE EXTENSIONS**

Payments made under these Coverage Extensions are in addition to and do not reduce the Limits of Insurance shown on the Declarations.

**A. Incidental Medical Expenses**

We will pay up to $5,000 in reasonable and necessary incidental medical expenses per person (other than an "insured", an "employee" or a family member of an "insured"), to each person who sustains "bodily injury", during the policy period, caused by an "occurrence" in connection with your "business entity" or practice shown on the Declarations while on a premises owned by or rented to you or on premises that are immediately adjacent to premises you own or rent; provided:

1. Such incidental medical expenses are incurred and reported to us within one (1) year of the date of the "occurrence"; and
2. Any person who sustained such "bodily injury" submits to examination, at our expense, by physicians of our choice as we reasonably require.

The maximum amount payable under this Coverage Extension is $100,000.

**B. Wage Loss/Deposition Expense Coverage**

We will reimburse you for:

1. Actual lost wages and reasonable and necessary costs and expenses incurred by you if you are requested by us to attend any deposition, trial(s),
hearing(s), or arbitration proceedings(s) relative to at our request in connection with the defense of a “suit” afforded coverage under this policy; and

2. Reasonable and necessary costs and expenses incurred by you to engage legal counsel to represent you at a deposition, which you are required to attend, involving a “suit” afforded coverage under this policy.

This Coverage Extension does not apply to any deposition where you are acting as a paid expert-covered “claim” against you.

The maximum amount payable under this Coverage Extension is $1,000 per day subject to a maximum amount payable under this Coverage Extension of $50,000 in the aggregate per “policy period.”

C. Bonds

With respect to a “claim” against an “insured” that we investigate or settle, or a “suit” against an “insured” that we defend, we will pay:

The cost of:

1. Bail bonds; or
2. Bonds required to:
   a. Appeal judgments; or
   b. Release attachments;

but only for bond amounts within the available Limit of Insurance. We do not have to furnish these bonds.

DEFENSE AND SETTLEMENT

We shall have the right and duty to defend any “suit” against you that seeks “damages” covered by this policy, even if the “suit” is groundless, false or fraudulent; however we will not be obligated to pay any judgment or defend any “suit” after the applicable Limit of Insurance has been exhausted by payment of “damages”.

A. When we assume the defense of any “suit”, we will select and assign defense counsel and pay covered “defense costs”.

B. We may negotiate and settle any “claim” as we deem expedient.

C. We have the right but not the duty to investigate any “occurrence” or offense reported to us, which may give rise to a “claim” to which this policy may apply. If we exercise this right, we will do so at our own expense.

D. We shall have the right but not the duty to appeal any judgment.

LIMITS OF INSURANCE

• Aggregate Policy Limit of Insurance
A. The Aggregate Policy Limit of Insurance shown on the Declarations and the rules below fix the most we will pay for all "damages" under this policy regardless of the number of: "insureds"; "claims" made or "suits" brought; persons or entities making "claims" or bringing "suits"; or Coverage Parts that apply.

- Each Occurrence Limit of Insurance

Subject to the Aggregate Policy Limit of Insurance:

1. The Each Occurrence Limit of Insurance shown on the Declarations is the most we will pay under the Bodily Injury and Property Damage Liability coverage agreement for all "damages" arising out of any one "occurrence".

2. The Personal and Advertising Injury Limit shown on the Declarations is the most we will pay under the Personal and Advertising Injury Liability coverage agreement for all "damages" arising out of any one offense.

B. The Aggregate Fire Legal Liability Limit of Insurance shown on the Declarations is the most we will pay under the Bodily Injury and Property Damage Liability coverage agreement for all "damages" arising out of any one "occurrence" resulting in "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner. More than one "claim" involving the same "occurrence" or offense or "related occurrence" by one or more "insured" shall be considered a single "claim";

1. Subject to occurrence that is subject to one Limit of Insurance;
2. Shall in no way operated to increase our liability under this policy; and
3. Shall be subject to the the Aggregate Limit of Insurance in effect when the first "occurrence", offense or "related occurrence" occurred.

C. Subject to Paragraphs A. and B. above,

1. The Each Occurrence Limit shown on the Declarations is the most we will pay for all "damages" arising out of any one "occurrence".
2. The Personal and Advertising Injury Limit shown on the Declarations is the most we will pay for all "damages" arising out of any one offense.

3. The Aggregate Fire Legal Liability and Damage to Premises Rented to You Limit of Insurance shown on the Declarations is the most we will pay under Insuring Agreement A., paragraph 3. for "damages" because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

4. “Defense costs” shall be in addition to the Limits of Insurance shown on the Declarations and shall not reduce the Limits of Insurance.

NOTICE

- A. Notice of A Claim

You shall, as a condition precedent to your rights under this policy with respect to a "claim", give us notice in writing as soon as practicable after you first learn of such "claim".
In addition, you must promptly send us copies of any demands, notices, summonses or legal papers received in connection with the “claim”; authorize us to obtain records and other information; cooperate with us in the investigation or settlement of the “claim” or defense against the “suit”; and assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to you because of “bodily injury”, “property damage” or “personal and advertising injury” to which this policy may also apply.

B. Notice of a Potential Claim

You and any other involved “insured” must give us written notice if you learn of any occurrence, offense, or circumstance which may result in a “claim”. You must give us notice as soon as practicable thereafter. To the extent possible, notice should include: how, when and where the “occurrence”, offense or circumstance took place; and the nature and location of any injury or “damage” arising out of the “occurrence”, offense or circumstance.

ASSISTANCE AND COOPERATION

You shall cooperate with us and provide us all information which we reasonably request, including, but not limited to, attending hearings, depositions, and trials and assist us in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and conducting the defense of any “claim” covered by this policy. You shall do nothing that may prejudice our position.

No “insured” will, except at that “insured’s” own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

EXCLUSIONS

Solely with respect to Insuring Agreement COVERAGE A: BODILY INJURY AND PROPERTY DAMAGE LIABILITY AND FIRE LEGAL LIABILITY, this insurance does not apply to:

A. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the “insured”. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

B. Contractual Liability

"Bodily injury" or "property damage" for which the “insured” is obligated to pay “damages” by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for “damages”:

1. That the “insured” would have in the absence of the contract or agreement; or
2. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be "damages" because of "bodily injury" or "property damage", provided:

   a. Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

   b. Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this policy applies are alleged.

C. Liquor Liability

"Bodily injury" or "property damage" for which any “insured” may be held liable by reason of:

1. Causing or contributing to the intoxication of any person;

2. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;

   —3. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages;

However, this exclusion does not apply to “bodily injury” and “property damage” arising out of the giving or serving of alcoholic beverages at functions incidental to the “named insured’s” operation of the “business or practice/entity” shown on the Declarations.

D. Workers' Compensation and Similar Laws

Any obligation of the “insured” under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

E. Employer's Liability

"Bodily injury" to:

1. An "employee" of the “insured” arising out of and in the course of:

   a. Employment by the “insured”; or

   b. Performing duties related to the conduct of the “insured’s” business; or

2. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph 1. above.

This exclusion applies whether the “insured” may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the “insured” under an "insured contract".
F. Pollution

1. Any “bodily injury” or “property damage” arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of “pollutants” anywhere at any time;

2. Any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that the “insured” or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of “pollutants”; or

3. Any loss, cost or expense arising out of any claim or “suit” by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to, or assessing the effects of “pollutants”.

G. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any "insured". Use includes operation and "loading or unloading.".

This exclusion applies even if the claims against any “insured” allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that “insured”, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any “insured”.

__ This exclusion does not apply to:

1. 1. A watercraft while ashore on premises you own or rent;

2. 2. A watercraft you do not own that is:
   a. a.—Less than 26 feet long; and
   b. b.—Not being used to carry persons or property for a charge;

3. 3. Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the “insured”;

4. 4. Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

5. 5. "Bodily injury" or "property damage" arising out of:
   a. a.—The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

   b. b.—The operation of any of the machinery or equipment listed in Paragraph N.2 or N.3 of the definition of "mobile equipment".
H. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

1. The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any "insured"; or

2. The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

I. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

1. War, including undeclared or civil war;

2. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

3. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

J. Damage To Property

"Property damage" to:

1. Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another’s property;

2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

3. Property loaned to you;

4. Personal property in the care, custody or control of the “insured”;

5. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs 1., 3. and 4. of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days.

Paragraph 2. of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.
Paragraphs 3., 4., 5. and 6. of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6. of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

K. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

L. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

M. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

1. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
2. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

N. Recall Of Products, Work Or Impaired Property

"Damages" claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

1. "Your product";
2. "Your work"; or
3. "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

O. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

P. Electronic Data

"Damages" arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for "damages" because of "bodily injury".
As used in this exclusion, electronic data includes, but is not limited to, information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**Q. Violation Of Communication or Information Law**

"Bodily injury" or "property damage" arising directly or indirectly out of any act that violates any statute, ordinance or regulation of any federal, state or local government, including any amendment of or addition to such laws that prohibits or limits the sending, transmitting or communicating of material or information.

**R. Products-Completed Operations Hazard**

“Bodily injury” or “property damage” included within the “products-completed operations hazard” including, but not limited to, any loss, cost, defense fee, expense, injury, damage, claim, dispute or “suit” caused by, resulting from, or associated with, directly or indirectly, such “bodily injury” or "property damage".

Solely with respect to **Insuring Agreement COVERAGE B—PERSONAL AND ADVERTISING INJURY LIABILITY**, this insurance does not apply to:

**RS. Knowing Violation Of Rights Of Another**

"Personal and advertising injury" caused by or at the direction of the “insured” with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

**ST. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the “insured” with knowledge of its falsity.

**TU. Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the “policy period”.

**UV. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the “insured”.

**VW. Contractual Liability**

"Personal and advertising injury" for which the “insured” has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the “insured” would have in the absence of the contract or agreement.
**WX. Breach Of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

**XY. Quality Of Performance Of Goods – Failure To Conform To Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

**YZ. Wrong Description Of Prices**

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

**Z. AA. Infringement Of Copyright, Patent, Trademark Or Trade Secret**

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

**BB. AA. Insureds In Media And Internet Type Businesses**

"Personal and advertising injury" committed by any “insured” whose business is:

1. Advertising, broadcasting, publishing or telecasting;
2. Designing or determining content of web sites for others; or
3. An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 1., 2. and 3. of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

**CC. BB. Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the “insured” hosts, owns, or over which any “insured” exercises control.

**CC-DD. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.
DDEE. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

Any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

Any loss, cost or expense arising out of any claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

EEFF. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

1. War, including undeclared or civil war;

2. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

3. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

FF-GG. Violation of Communication or Information Law

"Personal and advertising injury" arising directly or indirectly out of any act that violates any statute, ordinance or regulation of any federal, state or local government, including any amendment of or addition to such laws that prohibits or limits the sending, transmitting or communicating of material or information.

Exclusions Applicable With respect to All Insuring All Coverage Agreements

This insurance does not apply to:

GGHH. Asbestos

1. "Bodily injury", "property damage" or "personal and advertising injury" for the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos containing products or materials, asbestos fibers or asbestos dust;

2. "Bodily injury", "property damage" or "personal and advertising injury" for any obligation to, by or from any "insured" to indemnify any "suit", claim or similar proceeding arising out of, resulting from, or in any way related to the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust;

3. "Bodily injury", "property damage" or "personal and advertising injury" for —any obligation to defend any "suit", claim or similar proceeding against any "insured" for the manufacture
of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust or

4. “Bodily injury”, “property damage” or “personal and advertising injury” for any obligation to, by or from any “insured” to pay any loss, cost or expense arising out of, resulting from, or in any way related to the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust.

HH. Lead

“Bodily injury”, “property damage” or “personal and advertising injury” for the defense, indemnity, loss, cost or expense — arising out of, resulting from, or in any way related to the exposure, manufacture, mining, use, sale, removal, or distribution of lead or lead-containing products, materials or substances. This exclusion applies to all forms of lead, including but not limited to solid, liquid, vapor and fumes.

JJ. Silica

1. “Bodily injury”, “property damage”, “personal and advertising injury”, sickness, disease, occupational disease, disability, shock, death, mental anguish or mental injury, and/or any other type of injury, loss, cost, damage, or expense sustained by any person for the real or alleged emergence, contraction, aggravation or exacerbation of any form of silicosis or any other disease of the human body caused by, arising out of, resulting from, or in any way related to the manufacture, mining, use, sale, removal, or distribution by any person or organization of silica, silica products, silica powder including nano silica powder silica fibers or silica dust, or the exposure to silica, silica products, silica fibers or silica dust; or

2. Any obligation to defend, indemnify or pay any loss, cost or expense for such "bodily injury", "property damage", “personal and advertising injury”, sickness, disease, occupational disease, disability, shock, death, mental anguish or mental injury, at any time caused by, arising out of, resulting from, or in anyway related to the manufacture of, mining of, use of, sale of, removal of, distribution of, or exposure to silica, silica products, silica powder including nano silica powder, silica fibers or silica dust.

For purposes of this exclusion, silica means silicon dioxide, whether occurring in crystalline, amorphous and impure forms, silica particles, silica powder including nano silica powder, silica dust, silica fibers or silica compounds.

KK. Professional Services

“Damages” or “defense expenses” resulting from injury or damage caused by or arising out of an “insured’s” or “additional insured’s” providing or failure to provide any “professional service”.

LL. Discrimination, Humiliation, Harassment

Any “bodily injury”, “property damage”, “personal and advertising injury” or any other “damages”, “defense expenses”, liability or “claim” in any way arising out of, resulting from, or associated with:

1. Any discrimination of any kind, including, but not limited to, any discrimination based on race, color, creed, sex, religion, age, national origin, physical impairment, sexual preference; and
2. Any humiliation or mental anguish arising out of, resulting from, or associated with any such discrimination;

whether or not it is an actual or alleged violation of any federal, state or local government law, statute, regulation or common law prohibiting such discrimination.

MM. Confidential or Personal Information Disclosure

“Bodily injury”, “property damage”, “personal and advertising injury”, “damages”, “defense expenses” or any other loss, cost or expense arising out of or resulting from any actual or alleged:

1. unauthorized or improper access to, collection, use or disclosure of, or failure to protect any non-public confidential or personal information in any form, including electronic data. This includes, but is not limited to, any patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, or any other type of non-public information; or

2. violation of any statute, regulation, common-law, or any other law regulating or protecting access to, collection, use or disclosure of, or failure to protect any non-public confidential or personal information in the form of electronic data.

This exclusion applies to, among other things, damages or amounts associated with any notification costs, credit monitoring expenses, forensic expenses, public relations expenses, or any other loss, cost or expense, whether incurred by you or others, arising out of any access to, collection, use or disclosure of, or failure to protect any non-public confidential or personal information that is subject to this exclusion.

As used in this exclusion, electronic data includes, but is not limited to, information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

OTHER INSURANCE

If other valid and collectible insurance is available to the “insured” for a loss we cover under this policy, our obligations are limited as follows:

——A. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

——B. Excess Insurance

1. This insurance is excess over:

   1. a. Any of the other insurance, whether primary, excess, contingent or on any other basis:

      a. i. That is Fire, Extended Coverage, Builder’s Risk, Installation Risk or similar coverage for "your work";
b. ii. That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

c. iii. That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

d. iv. If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I—Coverage A—Bodily Injury And Property Damage Liability.

2. Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

3. When this insurance is excess, we will have no duty under this policy to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the “insured's” rights against all those other insurers.

4. When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

   a. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

   b. The total of all deductible and self-insured amounts under all that other insurance.

5. We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown on the Declarations of this policy.

C. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.
CONDITIONS

Assignment

Your rights and duties under this policy may not be transferred or assigned without our written consent. If you die or are legally declared bankrupt, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative.

Assistance and Cooperation

You must cooperate with us and provide us all information which we reasonably request, including, but not limited to, attending hearings, depositions, and trials and assistance in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and conducting the defense of any “claim” or other proceeding covered by this policy. You must do nothing that may prejudice our position.

No “insured” will, except at that “insured’s” own cost, voluntarily make a payment, assume any obligation, or incur any expense in connection with a “claim” except at our request or prior consent.

Authorization; Changes to Policy

The “named insured” listed first on the Declarations is authorized to act on behalf of all other “insureds” with respect to the giving and receiving of any notice provide for in this policy, the payment of premiums and the receipt of any return premiums that may become due, and the agreement to and acceptance of endorsements and other changes to the policy.

By acceptance of this policy, the “insureds” and we agree that this policy (including the Declarations and application) and any written endorsements attached hereto constitute the entire agreement between the parties. This policy can be changed only by endorsement to the policy.

A. Bankruptcy and Insolvency

Your bankruptcy, insolvency or inability to pay will not relieve us from the payment of loss covered by this policy.

B. Cancellation, Nonrenewal and Automatic Renewal

1. Cancellation

   a. The first “named insured” shown on the Declarations may cancel this policy, by sending us notice of cancellation at the address on the Declarations. Such notice must indicate when the effective date of cancellation is to take effect.

      a. We may cancel this policy, for any reason allowable by state law. If we cancel, we will provide notice of cancellation to the “named insured” at the address stated on the Declarations. If we cancel because of non-payment of premium, we must mail or deliver to will notify the first “named insured” shown on the Declarations at least ten (10) days before the effective date of cancellation.
of cancellation advance written notice stating when the cancellation is to take effect. If we cancel for any other reason, we will notify the “named insured” at least 60 days before the effective date of cancellation when the cancellation is to take effect. If we cancel for any other reason, we must mail or deliver to

b. We will send the first “named insured” any applicable refund of premium at the address shown on the Declarations at least sixty (60) days before the effective date of cancellation advance written notice stating when the cancellation is to take effect. Mailing such notice to the first “named insured” to the mailing address shown on the Declarations will be sufficient proof of notice.

c. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter, but the cancellation Cancellation will be effective even if we have not made or offered any refund of unearned premium. Our check or our representative's check, mailed or delivered, will be sufficient tender of any no premium refund due you is available.

2. Non-renewal Renewal

If we decide not to renew this policy, we will mail or deliver to notify the first “named insured” shown on the Declarations written notice of the nonrenewal not less than sixty (60) days before our decision at least sixty (60) days before the expiration effective date of this policy.

renewal. If notice is mailed, proof of mailing will be sufficient proof of notice.

Change in Operations
If during the “policy period”:

1. The first “named insured” shown on the Declarations consolidates with or merges into, or sells all or substantially all of its assets to any person or entity; or

2. Any person or entity acquires an amount of the outstanding ownership interests representing more than fifty percent (50%) of the voting or designation power for the election of directors of the first “named insured” shown on the Declarations, or acquires the voting or designation rights of such an amount of ownership interests;

this policy will continue in full force and effect as to occurrence or “offense” that occur prior to the effective date of such transaction.

3. Coverage will be afforded by this policy for an occurrence or “offense” that occurs on or after the effective date of such transaction if the “named insured” notifies us of the transaction no later than ninety (90) days after the effective date of the transaction. Automatic Renewal

If the “named insured” fails to notify us and pay any additional premium required within ninety (90) days of the effective date of such transaction, coverage afforded by this policy will cease on the ninetieth (90th) day after the effective date of such transaction at 12:01 am standard time of the address of the “named insured” shown on the Declarations or the end of the “policy period”, whichever is earlier.
The provisions of this condition shall renew this policy unless:

a. Either party has cancelled this policy for any reason permitted herein or by law;

b. A material change in your profession, “professional services”, “business entity’s”
   operation or practice as shown on the Declaration page has occurred; or

c. You have notified us of an “incident”, circumstance, occurrence, offense or
   “claim” only apply to transactions with third parties not under this policy.

To the extent applicable, ninety (90) days in advance of the expiration of the “policy period” we will provide the first “named insured” notification of an automatic renewal control or ownership of the “named insured” on the inception date of this policy. Any automatic renewal will be at the same terms and conditions as this policy (expect for the inception and expiration dates of the “policy period” and at our sole and absolute discretion, the premium charged for the renewal policy) for a term of one year.

C. Changes

This policy can be changed only by a written endorsement that we make to this policy.

D. Conformance to Statute

The terms of this policy which are in conflict with the statutes, laws, ordinances or regulations in any country, jurisdiction, state or province where this policy is issued are amended to conform to the minimum requirements of such statutes, laws, ordinances or regulations. If we are prevented by law or statute from paying on behalf of you, then we will, where permitted by law or statute, indemnify the first “named insured”.

E. Coverage Territory

This policy applies to “bodily injury” or “property damage” only if the “bodily injury” or “property damage” is caused by an “occurrence” that takes place in the “coverage territory” during the “policy period”.

This policy applies to “personal and advertising injury” caused by an offense arising out of your business but only if the offense was committed in the “coverage territory” during the “policy period”.

Legal Actions Against Us

No person or entity has a right under this policy to join us as a party or otherwise bring us into a suit asking for “damages” from you, or to sue us under this policy, unless all of its terms have been fully complied with.

A person or entity may sue us to recover on an agreed settlement or on a final judgment against you, but we will not be liable for “damages” that are not payable under this policy or that are in excess of the applicable Limits of Insurance of this policy. An agreed settlement means a settlement and release of liability signed by us, you and the claimant or the claimant’s legal representative.

F. Headings

The descriptions in the headings of this policy are solely for convenience and form no part of the terms and conditions of coverage.

G. Prior Knowledge of Occurrence, Offense or Circumstance
This policy applies to a “claim” only if, prior to the inception date of the policy, no “insured” had any knowledge of any “occurrence”, offense or circumstance, that a reasonable person might expect would result in such “claim”.

With respect to any reporting requirements under this policy, it is understood and agreed that knowledge of an “occurrence”, offense or “claim” by an agent, servant or “employee” of yours or any other person shall not in itself constitute knowledge by the first “named insured” unless a “notice insured” shall have received notice of it from said agent, servant, “employee” or any other person.

H. Legal Actions Against Us

No person or entity has a right under this policy:

1. To join us as a party or otherwise bring us into a suit asking for “damages” from you;

or

2. To sue us under this policy;

unless all of its terms have been fully complied with.

A person or entity may sue us to recover on an agreed settlement or on a final judgment against you, but we will not be liable for “damages” that are not payable under this policy or that are in excess of the applicable Limits of Insurance of this policy. An agreed settlement means a settlement and release of liability signed by us, you and the claimant or the claimant’s legal representative.

I. Premium

We will compute all premiums for this policy in accordance with our filed rules and rates.

J. Representations

By accepting this policy, you agree that the statements in the Declarations and Application and any written materials attached thereto are accurate and complete; those statements are based upon representations you made to us; and we have issued this policy in reliance upon your representations.

K. Separation of Insureds

Except with respect to the Limit of Insurance and any other rights or duties specifically assigned to the first “named insured” shown on the Declarations, this policy applies:

1. As if each “named insured” were the only “named insured;” and

2. Separately to each “insured” against whom a “claim” is made.

L. Singular and Plural Form of a Word

If the singular or plural form of a word is used in this policy, such word shall also include the other form as required in the context of the sentence using such word, as appropriate, including the words contained in DEFINITIONS.

M. Subrogation and Transfer of Rights of Recovery
If we make any payment under this policy, we shall be subrogated to all of your rights against any person or entity, including the right to participate with you in the exercise of all of your rights of recovery. You shall deliver instruments and papers to us and do whatever else is necessary to secure such rights.

We will not exercise any such rights against any persons, firms, or corporations included in the definition of an “insured” or against any other entities if prior to a “claim”, a waiver of subrogation was so required and accepted under a specific written contractual undertaking by you.

Any recovery obtained through subrogation, after expenses incurred in such subrogation are deducted by the party bearing the expense, reimbursement will be made in the following order:

1. First, to any interest who has paid any amount in excess of the Limit of Insurance provided under this policy;
2. Next, to us; and
3. Then to any interest as is entitled to claim the remainder, if any.

N. Transfer of Your Rights and Duties
Your rights and duties under this policy may not be transferred without our written consent. If you die or are legally declared bankrupt, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. However, notice of cancellation sent to the first “named insured” shown on the Declarations and mailed to the address shown on the Declarations of this policy will be sufficient notice to effect cancellation of this policy.

O. Violation of Economic or Trade Sanctions
If any coverage provided under this policy would be in violation of any United States of America economic or trade sanctions, including but not limited to, sanctions administered and enforced by the United States Treasury Department’s Office of Foreign Assets Control (“OFAC”), then that coverage shall be null and void.

P. Sole Agent
If there is more than one “insured” named in this policy, the first “named insured” shall act on behalf of all insureds for all purposes, including but not limited to the payment or return of premium, payment of any receipt and acceptance of any endorsement issued to form a part of this policy, complying with all applicable claims provisions, giving and receiving notice of cancellation or nonrenewal.

Q. Unintentional Failure to Disclose
Your failure to disclose all hazards existing as of the inception date of the policy will not prejudice you with respect to the coverage afforded by this policy, provided that any such failure or omission is not intentional.

R. Change In Control
If during the “policy period”:

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
1. The first “named insured” shown on the Declarations consolidates with or merges into, or sells all or substantially all of its assets to any person or entity; or

2. Any person or entity acquires an amount of the outstanding ownership interests representing more than fifty percent (50%) of the voting or designation power for the election of directors of the first “named insured” shown on the Declarations, or acquires the voting or designation rights of such an amount of ownership interests;

This policy will continue in full force and effect as to occurrence or “offense” that occur prior to the effective date of such transaction.

Coverage will be afforded by this policy for an occurrence or “offense” that occurs on or after the effective date of such transaction if the “named insured” notifies us of the transaction no later than ninety (90) days after the effective date of the transaction.

If the “named insured” fails to notify us within ninety (90) days of the effective date of such transaction coverage afforded by this policy will cease on the ninetieth (90th) day after the effective date of the transaction.

The provisions of Paragraph R. shall only apply to transactions with third parties not under control or ownership of the “named insured” on the inception date of this policy.

S. Concealment, Misrepresentation, Fraud

This policy is void in any case of fraud by you relating to it. It is also void if you intentionally conceal or misrepresent a material fact or circumstance concerning this policy.

DEFINITIONS

A. “Advertisement” means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supports. For the purposes of this definition, the following are considered “Advertisements”:

1. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

2. Regarding web-sites, only those parts of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

B. “Auto” means any land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it was licensed or principally garaged. “Mobile equipment” is not included.

C. “Bodily injury” means bodily injury, sickness or disease, mental anguish, psychological injury or emotional distress sustained by any person, including death at any time resulting therefrom.
“Business entity” includes any organization which is existing acquired or formed by the “named insured” at inception of or during the “policy period” and over which the “named insured” maintains ownership or majority interest, other than a joint venture, but this insurance shall not apply if such new organization is also an “insured” under any other similar liability or indemnity policy or would be insured under any such policy but for exhaustion of its limits of indemnity. Unless written notice is given to us, this coverage shall terminate ninety (90) days from the date any such “business entity” is acquired of formed by the “named insured”, or the end of the “policy period” whichever is earlier, and shall only apply to “claims” brought against the “insured” arising out of the business or professional occupation shown on the Declarations.

“Business entity” includes the entity scheduled in the Declarations, provided that it is operated for the purpose of engaging in the profession stated.

**Claim** means:

1. a written demand against you for monetary and non-monetary (including injunctive) relief due to an “occurrence”; or

2. a “suit”.

**Coverage Territory** means:

1. The United States of America (including its territories and possessions), Puerto Rico and Canada;

2. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph 1 stated above; or

3. All other parts of the world if the injury or damage arises out of:
   a. Goods or products made or sold by you in the territory described in Paragraph 1 above;
   b. The activities of a person whose home is in the territory described in Paragraph 1 above, but is away for a short time on your to further the activities of the “business entity”; or
   c. “Personal and advertising injury” offenses that take place through the Internet or similar electronic means of communication; provided the insured’s responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph 1 above or in a settlement we agree to.

However, if coverage for a claim under this policy is in violation of any United States of America's economic or trade sanction, including, but not limited to, sanctions administered and enforced by the U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”) then coverage for that claim shall be null and void.
“Damages” mean a monetary judgment, award or settlement, including punitive and exemplary “damages” where insurable by law. “Damages” includes pre-judgment and post-judgment interest awarded against you on that part of the judgment we pay.

“Damages” does not include:

1. Fines, sanctions, penalties;
2. Taxes or tax penalties;
3. Any amount which an “insured” is legally absolved from payment; or
4. Any amount not insurable under the law pursuant to which this policy shall be construed.

“Defense costs” means reasonable and necessary fees, costs and expenses in the defense or appeal of a “claim” or proceeding brought against you.

“Employee” means a person who is engaged by you to perform work under your direction in the profession and on behalf of the first “named insured” shown on the Declarations. “business entity”. “Employee” includes a “temporary worker” or volunteer.

“Family member” means any:

1. Any spouse, domestic partner or companion;
2. Any parent or parent of the spouse; or
3. Any sibling or child;

Of the “insured”.

“Impaired property” means tangible property, other than “your product” or “your work”, that cannot be used or is less useful because:

1. It incorporates “your product” or “your work” that is known or is thought to be defective, deficient, inadequate or dangerous; or
2. You have failed to fulfill the terms of a contract or agreement;
3. Such property can be restored to use by the repair, replacement, adjustment or removal of “your product” or “your work” or your fulfilling the terms of the contract or agreement.

“Insured” means the “named insured” or any person or organization shown on the Declarations or any person listed in an endorsement attached to this policy.

“Insured contract” means:

1. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an “insured contract”;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. An elevator maintenance agreement;

6. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement. However, this paragraph does not include that part of any contract or agreement that:

   Paragraph 6 does not include that part of any contract or agreement:

   a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

   b. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

      i. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

      ii. Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

   c. Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in bii. above and supervisory, inspection, architectural or engineering activities.

N. “Mobile equipment” means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

2. Vehicles maintained for use solely on or next to premises you own or rent;

3. Vehicles that travel on crawler treads;

4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

   a. Power cranes, shovels, loaders, diggers or drills; or

   b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in Paragraphs 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
   a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
   b. Cherry pickers and similar devices used to raise or lower workers;

6. Vehicles not described in Paragraphs 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

1. Equipment designed primarily for:
   a. Snow removal;
   b. Road maintenance, but not construction or resurfacing; or
   c. Street cleaning;

2. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

3. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- "Named insured" means you the person or any "employee" authorized by you to give or receive notice of a "claim" or "incident" business entity scheduled in the Declarations.
- "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general conditions.
- "Personal and advertising injury" means injury arising out of one or more of the following offenses:
  1. False arrest, detention or imprisonment;
  2. Malicious prosecution;
  3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  4. Oral or written publication in any manner, of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products or services;
  5. Oral or written publication, in any manner, of material that violates a person’s right of privacy;
6. The use of another’s advertising idea in the “named insured’s business entity’s” advertisements; or

7. Infringing upon another’s copyright, trade dress or slogan in the “named business entity’s” advertisement.

“Policy period” means the period of time from the inception date shown on the Declarations to the earlier of the expiration date shown on the Declarations or the effective date of termination of this policy.

“Pollutants” means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

“Property damage” means:

1. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that cause it; or

2. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the “occurrence” that caused it.

For purposes of this insurance, electronic data is not tangible property. As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, DD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

“Related occurrence” means any actual or alleged separate or series of “occurrences” directly arising out of or related to the same or similar service, transaction, event, representation, statement, practice, advice, decision or circumstances.

“Suit” means a civil proceeding in which damages because of “bodily injury”, “property damage” or “personal and advertising injury” to which this insurance applies. “Suit” includes:

1. An arbitration proceeding in which such damages are claimed and to which the “insured” must submit or does submit with our consent; or

2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the “insured” must submit or does submit with our consent.

“Temporary worker” means a person who is furnished to you to substitute for a permanent “employee” on leave or to meet seasonal or short-term workload conditions.

“Your product” means:

1. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
   a. You;
b. Others trading under your name;
c. A person or organization whose business or assets you have acquired; and

2. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

“Your product” includes:

3.1. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of “your product”; and

4.2. The providing of or failure to provide warnings or instructions.

“Your product” does not include:

5. Vending machines or other property rented to or located for the use of others but not sold.

ψ “Your work” means:

1. Work or operations performed by you or on your behalf; and

2. Materials, parts or equipment furnished in connection with such work or operations;

“Your work” includes:

and also including:

3.1. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of “your work”; and

4.2. The providing of or failure to provide warnings or instructions.
CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE – GENERAL LIABILITY POLICY

The following provisions apply with respect to the General Liability Coverage Part of this policy:

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed $100 billion in a Calendar Year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means any act that is certified by the United States Secretary of the Treasury, in consultation with the United States Secretary of Homeland Security, and the United States Attorney General, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

All other terms and conditions of this policy remain unchanged.
ENDORSEMENT

This endorsement, effective 12:01 a.m. on:

Forms a part of Policy No.:

Issued to:

By: WRITING COMPANY

SCHEDULE OF NAMED INSUREDS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PROFESSIONAL PROTECTION POLICY - HEALTHCARE

It is hereby understood and agreed that the policy is amended as follows:

Any natural person or entity shown in the Schedule below shall be included as an additional “named insured”.

<table>
<thead>
<tr>
<th>Name</th>
<th>Profession</th>
<th>Effective Date</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>12:01 a.m. on</td>
<td></td>
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</tbody>
</table>

SCHEDULE OF NAMED INSUREDS
It is *if applicable
agreed that the Professional Protection Policy – Healthcare Coverage Part is amended as follows:

I. The following is added to the definition of “named insured”:

“Named insured” also includes those persons and organizations designated in the Schedule of Named Insureds endorsement.

II. Solely with respect to additional “named insureds” as designated in the Schedule of Named Insureds endorsement, the definition of “retroactive date” is deleted and replaced with the following:

“Retroactive date” means the date, if applicable for a respective additional “named insured”, shown as such in the Schedule of Named Insureds endorsement.

All other terms and conditions of this policy remain unchanged.
ENDORSEMENT

This endorsement, effective 12:01 AM: _DATE_

Effective at: _POLICY NUMBER_

Additional (or Return) Endorsement Premium: _

This endorsement modifies insurance provided under the following:

PROFESSIONAL PROTECTION POLICY—HEALTHCARE

It is agreed that, in consideration of the additional any endorsement premium amount of $XXXXXXX, it is hereby understood and agreed that the policy is amended to provide the following:

I.

"Claim" also means "administrative claim".

"change stated above, the Professional Protection Policy—Healthcare Coverage Part is amended as follows:

The definition of "professional services" also means "administrative services".

II.

The Definitions section of the policy is amended to include the following at the end thereof:
MDA 1. “Administrative “Professional services” also means those “medical director services” performed by the “named insured” for an “outside entity” for compensation.

II. The following new definitions are added to the policy:

“Medical director services” means planning, organizing, directing, and controlling healthcare operations within the scope of duties of a medical director or administrator. “Administrative equivalent administrative role. “Medical director services” does not include the rendering of failure to render direct medical care or treatment of patients.

MDA 2. “Administrative claim” means a “claim” based on or arising out of “administrative services” provided by a medical director or an administrator of the “named insured” of a facility or organization not owned by or managed by the “named insured”.

“Outside entity” means any entity:

- whose principals have no voting or ownership interest in any “insured”; or
- in which no “insured” has a voting or ownership interest.

All other terms and conditions of this policy remain unchanged.
LEAVE OF ABSENCE ENDORSEMENT

This endorsement modifies insurance provided under

<table>
<thead>
<tr>
<th>SCHEDULE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Named Insured</td>
</tr>
</tbody>
</table>

It is agreed that the Professional Protection Policy – Healthcare Coverage Part is amended to add the following:

PROFESSIONAL PROTECTION POLICY – HEALTHCARE

Solely with respect to a “named insured” listed in the SCHEDULE above:

1. This policy shall not apply to any “claims” in any way arising out of any “Medical Malpractice Incident”, “Good Samaritan Act”, or any other event or circumstance to which this policy applies that first occurs during the “named insured’s” request for a leave of absence from the rendering of “professional services” for a period of 180 days or less is approved by us, all coverage under the policy is suspended effective: the respective “named insured”.


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Effective Date of Suspension

All coverage under the policy will be suspended for a period of time not to exceed 180 days from the date shown above. No coverage will be afforded by the policy during this time of suspension. If within 180 days of the above effective Date of Suspension, the “named insured” provides us with notification of a return to the rendering of “professional services” the period of suspension will end and all coverages afforded under the policy will be reinstated and the expiration date of the policy will be extended until:

____________________________________

Extended Expiration Date

2. In the event the “Claims” first made during the “leave of absence” of the respective “named insured” fail to provide us that result from “Medical Malpractice Incident(s)” or “Good Samaritan Acts” that first occurred prior to the “leave of absence” period may continue to be reported to us in accordance with notification the REPORTING OF CLAIMS section of the policy.

3. Upon termination of the respective “named insured’s” “leave of absence”, the policy will no longer be suspended, and coverage will apply to “Medical Malpractice Incidents” and “Good Samaritan Acts” that first occur subsequent to the applicable “leave of absence” period.

4. Solely with respect to application of this endorsement, the following is added to the definition of a return to the rendering of “professional services” within said 180 day “policy period”:

   With respect to a “named insured” listed in the SCHEDULE of the Leave of Absence Endorsement, the “policy period” as shown shall terminate on the Declarations revised date stated in the SCHEDULE of the Leave of Absence Endorsement.

Expiration Date of the Policy

5. The following definition is added to the policy:

   “Leave of absence” means a period of continuous, uninterrupted time during which the “named insured” does not perform “professional services”.

All other terms and conditions of the policy remain unchanged.
This endorsement modifies insurance provided under the following:

PROFESSIONAL PROTECTION POLICY – HEALTHCARE

In consideration of the additional premium amount of $XXXXXXX, it is hereby understood and agreed that the policy Professional Protection Policy – Healthcare Coverage Part is amended as follows:

1. The COVERAGE EXTENSIONS section of the policy is amended to include the following:

E. Medicare or Medicaid Proceedings Coverage

We will reimburse up to $30,000 for a “covered audit” for each “insured” for accountant or attorney fees and other all reasonable and necessary costs, expenses or fees resulting from the investigation or defense of a covered audit to retain an accountant and/or attorney to assist you in conducting a “covered audit” in connection with a “Medicare or Medicaid Proceeding”. The maximum amount payable hereunder under this coverage extension will not exceed $30,000 per “policy period”, without regard to the number of “Medicare or Medicaid Proceedings” or “insureds”.

In order for reimbursement to be provided, you must have received notification of a “covered audit”, and will not reduce, the Limits of Insurance shown in the Declarations.

This insurance applies only if:
• You first receive notice of the “Medicare or Medicaid Proceeding” during the “policy period” and it must be:

• The “Medicare or Medicaid Proceeding” is reported to us within thirty (30) days after you receive notice of such “Medicare or Medicaid Proceedings”, but in no event later than the end of your receipt of notice of the “proceeding; and

• Prior to the inception of the policy period, no “insured” had any knowledge of the circumstances that could reasonably be expected to give rise to such proceeding.

Covered reimbursement does not include damages, fines, judgments or penalties that may be assessed in any “Medicare or Medicaid Proceeding”, or paid in settlement thereof, or expenses incurred in any criminal prosecution.

All such “Medicare or Medicaid Proceedings” arising out of the same “incident” or “related incident” shall be:

1. Considered first made during the “policy period” in which the earliest notification of a Medicare or Medicaid Proceedings arising out of the same “incident” or “related incident” was made; and

2. Subject to a single limit as stated above.

II. DEFINITIONS is amended to include the following:

“Covered Audit” means any audit or review of billing or medical records undertaken by you in response to a “Medicare or Medicaid Proceeding”.

“Medicare or Medicaid Proceedings” means an investigation or proceeding commenced by any federal or state agency alleging violation by an “insured” of Medicare or Medicaid rules or regulations relating to reimbursement for medical services.

All other terms and conditions of the policy remain unchanged.
This endorsement modifies insurance provided under the following:

PROFESSIONAL PROTECTION POLICY—HEALTHCARE

In consideration of the additional premium amount of $XXXXXXX, it is hereby understood and agreed that the policy is amended as follows:

<table>
<thead>
<tr>
<th>Name of Entity</th>
<th>SCHEDULE OF ADDITIONAL INSURED ENTITIES</th>
<th>Address</th>
<th>Limits of Insurance</th>
</tr>
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<tbody>
<tr>
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</table>

The

It is agreed that, in consideration of the premium change stated above, the Professional Protection Policy—Healthcare Coverage Part is amended as follows:
Each entity(ies) or organization detailed in the Schedule above are included as an additional “insured”, but only insured” for “claims” against such person or organization based solely upon their vicarious and indirect liability arising solely from any “incident” arising from another “insured” or for a “Medical Malpractice Incident” caused by the “named insured” in the rendering of, or failure to render, performance of “professional services.”

Coverage provided that such “incident” occurred entirely after the “retroactive date”, if applicable. The Limits of Insurance shown in the schedule above to each additional “insured” entity stated above for the “medical malpractice incidents” of a “named insured” shall be in addition subject to and does not reduce a maximum limit of insurance equal to the applicable Limit of Insurance for Each Named Insured shown on the Declarations, regardless of the number of “claims”, which shall be paid in addition to the Limits of Insurance of this policy.

All other terms and conditions of this policy remain unchanged.
This endorsement, effective 12:01AM: 

Additional Insured - Vicarious Liability Endorsement — Shared Limits

This endorsement modifies insurance provided under the following:

Professional Protection Policy — Healthcare

It is hereby understood and agreed that the policy is amended as follows:

Schedule of Additional Insureds

Name of Person(s) or Organization(s) 
Entity 
Address 

Writing Company
It is agreed that, in consideration of any endorsement premium change stated above, the Professional Protection Policy – Healthcare Policy is amended as follows:

It is agreed that:

The Each entity(ies)person(s) or organization (s) detailed in the Schedule above are is included as an additional “insureds” for “claims” against such person or organization, but only for based solely upon their vicarious and indirect liability arising solely from any “Medical Malpractice Incident” arising from caused by another “insured” or the “named insured’s” in the in the rendering of, or failure to render performance of, “professional services” and to which this policy applies; provided that such “incident” occurred entirely after the “retroactive date”, if applicable.

Coverage provided to the additional “insureds” scheduled above shall be subject to the Named Insured Aggregate Limit of Insurance shown on the Declarations.

All other terms and conditions of this policy remain unchanged.
This endorsement modifies insurance provided under the following:

PROFESSIONAL PROTECTION POLICY – HEALTHCARE

It is hereby understood and agreed that the policy, in consideration of any endorsement premium change stated above, the Professional Protection Policy – Healthcare Coverage Part is amended as follows:

Pursuant to the Extended Reporting Period conditions stated in the REPORTING OF CLAIMS section of the policy, the following “named insured” has been granted an Optional Extended Reporting Period at no additional premium. The Optional Extended Reporting Period will be of unlimited duration is provided as described in Paragraph G.2 of the Conditions Section, commencing on the effective date of this endorsement.
All other terms and conditions of the policy remain unchanged.
PROFESSIONAL PROTECTION POLICY - HEALTHCARE

DECLARATIONS

[THIS IS A CLAIMS MADE AND REPORTED POLICY. PLEASE READ THE ENTIRE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED. COVERAGE APPLIES ONLY TO A CLAIM FIRST MADE AGAINST THE INSURED AND REPORTED TO US DURING THE POLICY PERIOD IN ACCORDANCE WITH THE REPORTING REQUIREMENTS OF THIS POLICY.]

CLAIM EXPENSES ARE INCLUDED IN THE LIMITS OF INSURANCE, AND PAYMENT THEREOF WILL ERODE, AND MAY EXHAUST, THE LIMIT OF INSURANCE AVAILABLE TO PAY DAMAGES.

CLAIMS MADE NOTICE

DEFENSE WITHIN LIMITS NOTICE

<table>
<thead>
<tr>
<th>Named Insured</th>
<th>Policy No.</th>
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<tbody>
<tr>
<td></td>
<td>Renewal of Policy No.</td>
</tr>
<tr>
<td>Mailing Address</td>
<td>Your Profession:</td>
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<tr>
<td>Policy Period From:</td>
<td>To:</td>
</tr>
<tr>
<td></td>
<td>Both days at 12:01 a.m. local standard time at the Mailing Address of the Named Insured stated above</td>
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<tr>
<td>Policy Premium</td>
<td>$</td>
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BASE COVERAGES

<table>
<thead>
<tr>
<th>Professional Liability – including the following coverage extensions:</th>
<th>Limits of Insurance</th>
<th>Deductible</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ Each Claim</td>
<td>$ Each Named Insured</td>
<td>$ Each Claim</td>
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</table>
## OPTIONAL COVERAGE PARTS

(Coverage applies only if a [X] and a Limit of Insurance are displayed.)

<table>
<thead>
<tr>
<th></th>
<th>Limits of Insurance</th>
<th>Deductible</th>
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<tbody>
<tr>
<td>General Liability –</td>
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<td>$</td>
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<tr>
<td>Fire Legal Liability</td>
<td>Each Occurrence</td>
<td>Each Claim</td>
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<td></td>
<td>Aggregate</td>
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<td></td>
<td>Aggregate for Fire</td>
<td></td>
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<tr>
<td></td>
<td>Legal Liability</td>
<td></td>
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<tr>
<td>Hired and Non-Owned</td>
<td>$</td>
<td>$</td>
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<tr>
<td>Auto Liability</td>
<td>Each Occurrence</td>
<td>Each Claim</td>
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<td>Aggregate</td>
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<td>Contents</td>
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<td>Each Claim</td>
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<tr>
<td></td>
<td>Aggregate</td>
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</tbody>
</table>

## NOTICES TO INSURER

By 24-hour toll free number: 855-453-9675
By Email: claimsnotice@bhspecialty.com
By Mail: Log on to www.bhspecialty.com/claims-reporting.html for mailing address

## POLICY FORMS AND ENDORSEMENTS

THESE DECLARATIONS, THE POLICY FORM AND ANY ENDORSEMENTS ATTACHED HERETO CONSTITUTE THE ABOVE NUMBERED INSURANCE POLICY.

Signatures:
Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

<table>
<thead>
<tr>
<th>Creation Date</th>
<th>Schedule Item Status</th>
<th>Schedule</th>
<th>Schedule Item Name</th>
<th>Replacement Creation Date</th>
<th>Attached Document(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>03/13/2019</td>
<td>Withdrawn</td>
<td>Form</td>
<td>HIRED AUTO AND NON-OWNED AUTO LIABILITY ENDORSEMENT</td>
<td>03/28/2019</td>
<td>SBC-GL-003-012019 Hired and Non-Owned Auto Liability Endorsement.pdf (Superceded)</td>
</tr>
</tbody>
</table>
HIRED AUTO AND NON-OWNED AUTO LIABILITY ENDORSEMENT

It is agreed that, solely as respects the coverage afforded by this endorsement, and in consideration of the payment of [XX] additional premium, the Professional Protection Policy – General Liability Coverage Part is amended as follows:

I. Coverage A – Bodily Injury and Property Damage Liability is amended to add the following at the end thereof:

The insurance provided under Coverage A - Bodily Injury and Property Damage Liability applies to “bodily injury” or “property damage” arising out of:

• the maintenance or use of a “hired auto” by you or your “employees” in the course of your business; and
• the use of any “non-owned auto” in your business by any person.

II. The following exclusions are amended as follows:

1. Exclusions E. and J. are deleted and replaced by the following:

   Employer's Liability
   a. “Bodily injury” to:
      (1) An “employee” of the insured arising out of and in the course of:
          (a) Employment by the “insured”; or
          (b) Performing duties related to the conduct of the “insured’s” business; or
      (2) The spouse, child, parent, brother or sister of that “employee” as a consequence of Paragraph (1) above.

This exclusion applies:
(1) Whether the “insured” may be liable as an employer or in any other capacity; and
(2) To any obligation to share damages with or repay someone else who must pay damages because of injury.

This exclusion does not apply to:
(1) Liability assumed by the “insured” under an “insured contract”; or
(2) “Bodily injury” arising out of and in the course of domestic employment by the “insured” unless benefits for such injury are in whole or in part either payable or required to be provided under any workers’ compensation law.

Damage to Property
a. “Property damage” to:
   (1) Property owned or being transported by, or rented or loaned to the “insured”; or
   (2) Property in the care, custody or control of the insured.

2. For purposes of this endorsement only, Exclusions C., G., H., K., L., M., N., O., P. and Q. do not apply to the coverage provided by this endorsement.

III. The definition of “insured” is deleted and replaced by the following:
“Insured” means:
   a. You;
   b. Any other person using a “hired auto” with your permission;
   c. For a “non-owned auto”:
      (1) Any partner or “executive officer” of yours;
      (2) Any “employee” of yours;
but only while such “non-owned auto” is being used in your business; and
   d. Any other person or organization, but only for their liability because of acts or omissions of an “insured” under a., b. or c. above.

However, under no circumstances shall “insured” mean:
   a. Any person engaged in the business of his or her employer for “bodily injury” to any co-“employee” of such person injured in the course of employment, or to the spouse, child, parent, brother or sister of that co-“employee” as a consequence of such “bodily injury”, or for any obligation to share damages with or repay someone else who must pay damages because of the injury;
   b. Any partner or “executive officer” for any “auto” owned by such partner or “executive officer” or a member of his or her household;
   c. Any person while employed in or otherwise engaged in duties in connection with an “auto business” other than an “auto business” you operate;
   d. The owner or lessee (of whom you are a sublessee) of a “hired auto” or the owner of a “non-owned auto” or any agent or “employee” of any such owner or lessee; or
   e. Any person or organization for the conduct of any current or past partnership or joint venture that is not shown as a “named insured” in the Declarations.

IV. The Other Insurance condition is deleted and replaced by the following:
This insurance is excess over any primary insurance covering the “hired auto” or “non-owned auto”.

V. The following definitions are added to the policy:
“Auto business” means the business or occupation of selling, repairing, servicing, storing or parking “autos”.
“Executive officer” means a person holding any of the officer positions created by your charter constitution, bylaws or any other similar governing document.
“Hired auto” means any “auto” you lease, hire, rent or borrow. This does not include any “auto” you lease, hire, rent or borrow from any of your “employees”, your partners or your “executive officers” or members of their households.
“Non-owned auto” means any “auto” you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes “autos” owned by your “employees”, your partners or your “executive officers”, or members of their households, but only while used in your business or your personal affairs.

All other terms and conditions of the policy remain unchanged.