



## GENERAL TERMS AND CONDITIONS

In consideration of the premium, and in reliance upon the **application**, we agree to provide you with the following coverage subject to the terms and conditions of this policy:

### I. PREFACE

A Coverage Part is included within this policy and affords coverage only if the Coverage Part is purchased as indicated by a corresponding Limit of Liability in the **COI/Dec**.

The terms and conditions in each Coverage Part apply only to such Coverage Part and will not apply to any other Coverage Part. The description in the headings and subheadings of this policy is solely for convenience, and forms no part of the terms and conditions of coverage.

If any provision in the General Terms and Conditions is inconsistent with the terms and conditions of any applicable Coverage Part, the terms and conditions of such Coverage Part will control.

Bolded terms in this policy will have the meaning set forth in the definitions. The terms “we”, “us” and “our” mean the Insurer named on the **COI/Dec**; the terms “you”, “your” and “yours” mean any **insured**.

### II. SUPPLEMENTARY BENEFITS

The Supplementary Benefits are in addition to, and will not reduce, the applicable Limit of Liability. Our obligation to make Supplementary Benefit payments will end upon exhaustion of the applicable Limit of Liability.

#### A. Applicable to the Professional Liability Coverage Part

The following Supplementary Benefits will apply only to the applicable Professional Liability Coverage Part.

##### 1. Subpoena Assistance Costs

We will pay the reasonable and necessary fees, costs, and expenses incurred at the request of an **insured**, by an attorney who has been retained by us, solely to respond to a subpoena for documents or subpoena for witness testimony arising out of **professional services**, provided the following conditions are met:

- (i) the subpoena was first received by the **insured** during the **policy period**;
- (ii) with respect to coverage on a claims made and reported basis, such **professional services** were rendered on or after the **retroactive date**; and
- (iii) such **insured** is not a party to the lawsuit, or a compensated witness engaged to provide (or who has provided) expert opinion, analysis or advice in the matter from which the subpoena is issued.

Should an **insured** request subpoena assistance, a written request must be sent to us during the **policy period** as soon as practicable but prior to the deadline to respond to the subpoena as set forth in such document.

The most that we will pay for each subpoena will be the amount set forth in the **COI/Dec**. The most that we will pay for all subpoenas in the aggregate will be the maximum amount set forth in the **COI/Dec** regardless of the number of subpoenas.

Any notice of such subpoena provided by the **insured** to us will be deemed notice of an **incident** under Section VII, Notice and Reporting, paragraph C, Notice of an Incident in Any Coverage Part.

##### 2. Assault

We will pay up to the Assault amount set forth in the **COI/Dec** for:

- (i) **medical expenses** for **bodily injury** sustained by you, including **medical expenses** for workplace violence or other emotional counseling; or
- (ii) reimbursement for **property damage** to your **personal property**, resulting from an **assault incident** at your **workplace**, or while you are traveling to or from your **workplace**, provided that:
  - (a) such **assault incident** occurred during the **policy period**;



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- (b) you, or someone acting on your behalf, must provide us written proof of such **assault incident** as soon as practicable including duly executed authorizations for the release of medical records and other information regarding all alleged **bodily injury**, and if applicable, any alleged **property damage** to your **personal property**; and
- (c) you must submit to examination(s), at our expense, by physicians or other applicable professional health care providers of our choice as often as we reasonably require; and
- (d) any written request for payment of **medical expenses** and **property damage** must be sent to us within two (2) years of the date of the **assault incident**.

This coverage does not apply to **property damage** to any mode of transportation used by you to go to and from your **workplace**, or damage to any **personal property** owned, leased or rented by any other person or business enterprise while in your possession.

The most that we will pay for each **assault incident** will be amount set forth in the **COI/Dec**. The most that we will pay for all **assault incidents** regardless of the number of **assault incidents** will be the Aggregate amount set forth in the **COI/Dec**.

This coverage does not apply to any **personal property** lost or stolen during the **assault incident**.

### 3. Patient First Aid Medical Expenses

We will reimburse you for **medical expenses** incurred by your injured patient or client, and paid by you, as a result of an **accident** which occurred in the rendering of **professional services** during the **policy period** up to the Patient First Aid Medical Expenses amount set forth in the **COI/Dec**, provided that:

- (i) **medical expenses** are for emergency medical care not provided by you;
- (ii) the **accident** was reported to us during the **policy period** as soon as practicable but no later than sixty (60) days after the expiration of the **policy period**;
- (iii) such **medical expenses** are incurred or medically ascertained within forty-eight (48) hours of the **accident**; and
- (iv) the injured patient or client, or their duly appointed health care representative, must provide written proof of **bodily injury**, as soon as practicable, including duly executed authorizations for the release of medical records and other information regarding all alleged **bodily injury**.

- B. Applicable to the Professional Liability Coverage Part, General Liability Coverage Part and Workplace Liability Coverage Part if applicable:

#### Proceeding Expense Reimbursement

If during the **policy period**, an **insured's** attendance is required at a trial, hearing, deposition, mediation, or arbitration ("proceeding") involving a covered **claim**, we will reimburse such **insured** for travel, food, lodging and wage loss incurred in connection with such attendance.

The most that we will pay each **insured** for such expenses per day will be the maximum amount set forth in the **COI/Dec**. The most that we will pay each **insured** for such expenses per proceeding will be the maximum amount set forth in the **COI/Dec** regardless of the number of days such **insured** is in attendance.

Should an **insured** request reimbursement of expenses, a written request to us must be sent within sixty (60) days after the expiration of the **policy period**.

## III. DEFINITIONS

Any defined word not defined in the General Terms and Conditions will have the meaning assigned to it in the applicable Coverage Part.

**Abuse and molestation act** means any actual, alleged, attempted, proposed or threatened:

- (i) molestation, abuse, or assault or battery of any person, including, but not limited to, any sexual molestation, physical, mental or sexual abuse, or sexual assault or battery, whether negligent or

intentional, of any person;

- (ii) sexual, sexually-related or erotic activity, including but not limited to consensual, or nonconsensual sexual activity or intimacy, sexual harassment, sexual exploitation, sexual gestures, undue familiarity, or voyeurism; or
- (iii) conduct as set forth in paragraphs (i) and (ii) above that is in violation, or alleged violation, of any applicable professional code of ethics or code of conduct.

**Abuse and molestation claim** means any **claim** based on, arising out of, or in any way involving, in whole or in part, any **abuse and molestation act**, regardless of:

- (i) whether such acts or conduct are physical, oral, written, electronic or visual in nature, including all acts or communications on electronic or social media;
- (ii) the legal theory or basis upon which any **insured** is alleged to be liable, including, but not limited to, allegations or assertions of negligence, intentional torts, statutory or regulatory violations, contractual arrangements, improper or negligent hiring or retention, improper or negligent investigation or failure to investigate, or improper or negligent supervision or failure to supervise or prevent such conduct.

Provided an **abuse and molestation claim** will not include any **claim** based on, or arising out of, the actual or alleged failure of an **insured** to obtain a patient's informed consent with respect to **professional services** rendered to such patient, but solely to the extent that such **claim** does not otherwise involve, arise out of, or in any way involve or relate to, whether in whole or in part, any allegations of sexually-related conduct.

**Accident** means a sudden and unintended event that causes **bodily injury** to a natural person regardless of fault.

**Advertisement** means a notice that is broadcast or published to the general public or specific market segments about the **named insured's** goods, products or services for the purpose of attracting customers or supporters. For purposes of this definition:

- (i) notices that are published include material placed on the internet or on similar electronic means of communication; and
- (ii) regarding web-sites, only that part of a web-site that is about the **named insured's** goods, products, or services for the purposes of attracting customers or supporters is considered an **advertisement**.

**Application** means all signed applications, including the warranty and attachments, whether ours or that of another insurance carrier, together with any other materials and representations provided to us in connection with the underwriting and negotiating of the terms and conditions of this policy, or any other policy of which this policy is an indirect or direct renewal.

**Asbestos** means the mineral in any form or material whether or not the asbestos was at any time airborne as a fiber, particle or dust, contained in or formed a part of a product, structure or other real or personal property, carried on clothing, inhaled or ingested, or transmitted by any other means.

**Assault incident** means any willful attempt to inflict physical harm on you by another that results in **bodily injury** or **property damage**. **Assault incident** will not include an **abuse and molestation act**.

**Auto** means:

- (i) a land motor vehicle, trailer, or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- (ii) any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

**Auto** will not include **mobile equipment**.

**Bodily injury** means any actual or alleged bodily injury, sickness, disease or death sustained by a natural person; mental injury or mental anguish sustained by a natural person at any time, if such mental injury or mental anguish results as a consequence of such bodily injury, sickness or disease to such natural person.

**Claim** has the meaning set forth in each Coverage Part.

**COI/Dec** means Certificate of Insurance or Declarations as applicable.

**Cyber event** means any actual or alleged:

- (i) **exploit**;
- (ii) **unauthorized access or use**; or
- (iii) **network impairment**.

**Damages** mean the amount the **insured** is legally obligated to pay as a result of a:

- (i) final adjudication of a **claim** resulting in a monetary award or monetary judgment; or
- (ii) settlement or compromise of a **claim** negotiated by us.

**Damages** will include:

- (a) pre-judgment interest awarded against an **insured** on that part of a judgment covered by this policy; provided that if we make an offer to pay the applicable Limit of Liability prior to entry of judgment, pre-judgment interest will not apply to any accrual after the date such offer was made; and
- (b) post-judgment interest with respect to any entry of judgment covered by this policy from the date of the entry of judgment until the earlier of our offer of payment, payment of judgment, or deposit into court of the amount representing the judgment. Payment of any post-judgment interest will reflect any allocation provision or apportionment.

**Damages** will not include:

- i. non-monetary, injunctive or declaratory relief;
- ii. taxes, fines, penalties, sanctions or forfeitures;
- iii. punitive or exemplary amounts, or the multiplied portion of multiplied awards imposed by law;
- iv. amounts not insurable under the law under which this policy is construed;
- v. any amount for which an **insured** is absolved from payment by reason of any covenant, agreement, or court order;
- vi. the return, or write-off, of any fees, costs, or expenses paid, incurred or charged by any **insured**;
- vii. liquidated damages; or
- viii. attorney fees or costs of the claimant, unless imposed and arising directly from that portion of a covered judgment or covered arbitration award.

**Defense costs** mean reasonable and necessary fees, costs, and expenses charged by an attorney we have designated to represent an **insured**, and all other reasonable and necessary fees, costs, or expenses (including expert witness fees) incurred in the defense or appeal of any covered **claim**. **Defense costs** will also include premium for appeal bonds, attachment bonds or similar bonds arising out of a covered judgment. We have no obligation to furnish or provide such bonds.

**Defense costs** will not include salaries, wages, fees, overhead, or benefit expenses associated with any **insured**.

**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, CD-ROMS, tapes, drives, cells, data processing devices, or any other media used with electronically controlled equipment.

**Employee** has the meaning set forth in the applicable Coverage Part.

**Exploit** means the breach of, or unauthorized or unlawful access to, any **network**, resulting in denial of service, delay to a **network**, or infection of a **network** through malware, spyware, virus or any such similar unauthorized code, application or software.

**Extended reporting period** means the applicable:

- (i) Automatic Limited Extended Reporting Period;
- (ii) additional reporting period purchased by an **insured** pursuant to paragraph B of Section VIII;



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- (iii) additional reporting period of time pursuant to paragraph C of Section VIII; or
- (iv) extended reporting period added by endorsement,

within which to report a **claim** under a Claims Made and Reported Coverage Part, subject to the provisions of Section VIII Extended Reporting Period. There is no coverage for **incidents** that first occurred during the **extended reporting period**.

**Family member** means any person related to an **insured** by blood, marriage, adoption, loco parentis or such functional equivalent.

**HIPAA proceeding** means any proceeding brought by, or on behalf of, a government entity alleging an actual or alleged violation of the Health Insurance Portability and Accountability Act.

**Incident** means any: (i) **bodily injury** or **property damage** arising out of an **occurrence**; (ii) offense causing **personal and advertising injury**; or (iii) **wrongful act**.

**Independent contractor** means any natural person working for the **named insured** in the ordinary course of the **named insured's** practice, and in the capacity of an independent contractor, pursuant to a written agreement for services between the **named insured** and either: (i) such natural person; or (ii) any other entity acting on behalf of such natural person.

**Insured** has the meaning set forth in each Coverage Part. **Insured** will also include any: (i) assigns, estates, heirs, or legal representatives of any natural person **insured** in their capacity as such, provided such **insured** is deceased or legally incompetent; or (ii) a spouse or domestic partner of an **insured** in his/her/their capacity as such, or due to legal ownership of property identified as potential recovery relief. There will be no coverage afforded under this policy for any act, error, omission, injury or damages caused by an estate, heir, legal representative, assign, spouse or domestic partner.

**Medical expenses** mean reasonable and necessary expenses incurred for **bodily injury**.

**Medicare or Medicaid matter** means any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

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

- (i) bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- (ii) vehicles maintained for use solely on or next to premises the **named insured** owns or rents;
- (iii) vehicles that travel on crawler treads;
- (iv) 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;
- (v) vehicles not described in (i), (ii), (iii) or (iv) 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; or
- (vi) vehicles not described in (i), (ii), (iii) or (iv) above maintained primarily for purposes other than the transportation of persons or cargo. Provided self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **autos**:
  - (a) equipment designed primarily for:
    - i. snow removal;
    - ii. road maintenance, but not construction or resurfacing; or
    - iii. street cleaning;

- (b) cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (c) air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

**Named insured** means the natural person or entity set forth in the **COI/Dec**.

**Network** means any computer, program, database, server, mainframe, software, hardware, applications, storage or back-up devices, or such similar components of a digital telecommunication network that is owned or operated by, or on behalf of, or for the benefit of, an **insured**. **Network** does not include the internet, telephone company networks, electrical grids, or other public infrastructure network.

**Network impairment** means the disruption, theft, modification, destruction or damage to any **network**, that results in the impairment of the **network** to such an extent that an **insured** is substantially unable to conduct normal and customary business operations.

**Nuclear facility** means:

- (i) any **nuclear reactor**;
- (ii) any equipment or device designed, or used for:
  - (a) separating the isotopes of uranium or plutonium;
  - (b) processing or utilizing **spent fuel**; or
  - (c) handling, processing or packaging **nuclear waste**;
- (iii) any equipment or device used for the processing, fabricating or alloying of special **nuclear material** if at any time the total amount of such material in the custody of any **insured** at the premises where such equipment is located consists of or contains more than:
  - (a) twenty-five (25) grams of plutonium or uranium 233 or any combination thereof; or
  - (b) two hundred and fifty (250) grams of uranium 235;
- (iv) any structure, basin, excavation, premises, or place prepared or used for the storage or disposal of **nuclear waste**; or
- (v) the site on which any of the above (i) - (iv) is located, all operations conducted on such site and all premises used for such operations.

**Nuclear material** means source material, special nuclear material, or by-product material (as defined in the Atomic Energy Act of 1954).

**Nuclear reactor** means an apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

**Nuclear waste** means waste material:

- (i) containing by-product material other than the tailings or waste produced by the extraction or concentration of uranium or thorium from ore processed primarily for its source material (as defined in the Atomic Energy Act of 1954) content; and
- (ii) resulting from the operation by any person or entity, of a **nuclear facility** included within paragraphs (i) and (ii) of the definition of **nuclear facility**.

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

**Personal and advertising injury** means any actual or alleged injury, including consequential **bodily injury**, arising out of one or more of the following offenses:

- (i) false arrest, detention or imprisonment;
- (ii) malicious prosecution or abuse of process;

- (iii) wrongful eviction from, wrongful entry into, or the 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;
- (iv) oral or written publication, in any manner, of material that slanders or libels a person or entity or disparages a person's or entity's goods, products, or services;
- (v) oral or written publication, in any manner (exclusive of a **cyber event**), of material that violates a person's right of privacy;
- (vi) the use of another's advertising idea in the **named insured's advertisement**; or
- (vii) infringing upon another's copyright, trade dress or slogan in the **named insured's advertisement**.

**Personal information** means any private or confidential information in the care, custody, or control of an **insured** or a third party provider acting on behalf of an **insured**.

**Personal property** means property other than buildings and their appurtenances, consisting of the following:

- (i) furniture, fixtures, machinery and equipment not permanently installed;
- (ii) all other property, other than real property, owned by you and used in your practice;
- (iii) merchandise held in storage or for sale, raw materials in process or finished goods, including supplies used in their packing or shipping.

**Policy period** means the time period from the inception date to the expiration date of this policy set forth in the **COI/Dec** (including any applicable date and time stamp), or any such earlier termination or cancellation date.

**Pollutants** mean any actual or alleged: (i) solid, liquid, gaseous, thermal or radioactive irritant or contaminant, acids, alkalis, chemicals, fumes, smoke, soot, vapor, waste or waste materials to be recycled, reclaimed or reconditioned, or disposed; or (ii) air emission, odor, waste water, oil or oil products, infectious or medical waste, **asbestos** or **asbestos** products, or any noise.

**Pollution** means any actual, alleged, or threat of, discharge, emission, release, dispersal, escape of, or treatment, removal or disposal of any **pollutants**. **Pollution** also includes any regulation, order, direction, or request to test, monitor, clean up, remove, contain, treat, detoxify, or neutralize any **pollutants**.

**Professional services** has the meaning set forth in the applicable Coverage Part.

**Prohibited reuse** means the reuse of any:

- (i) single dose vial (SDV) or multi-dose vial (MDV) of medications or other pharmaceutical substances intended for parenteral administration; or
- (ii) apparatus used to administer medications or other pharmaceutical substances parenterally, including needles, syringes, intravenous solutions and tubing, lumens, connectors, ports, or catheters, in contravention of any:
  - (a) instructions, warnings, or recommendations of the manufacturer of such medication, pharmaceutical substance or parenteral apparatus; or
  - (b) standards regarding safe injection practices, intravenous therapy guidelines, infection control, or any other recommendations or guidelines promulgated by any state or federal agency or governmental authority regulating the use of any such medications, pharmaceutical substances or parenteral apparatus including the Center for Disease Control and Prevention and the Food and Drug Administration; or
  - (c) policies, procedures, or guidelines of any individual or entity responsible for oversight of **professional services** provided by you.

**Prohibited reuse** will not include more than one parenteral access of a single patient by means of an implanted port or an indwelling venous access device intended to be used for multiple parenteral access in a single procedure, provided such procedure comports with paragraphs (a) through (c) above.

**Property damage** means any actual or alleged:

- (i) physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will



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be deemed to occur at the time of the physical injury that caused it; or

- (ii) loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the **occurrence** that caused it.

**Electronic data** is not tangible property.

**Protected information** means: (i) **personal information**; or (ii) any other third party confidential business information in your care, custody, or control (or a third party provider acting on your behalf).

**Radioactive properties** mean any radioactive, toxic or explosive properties.

**Replacement coverage** means any insurance policy or risk transfer instrument, including, but not limited to, retentions, limits of insurance, self-insured amounts, deductibles, risk transfer arrangements or other alternative arrangements purchased or obtained by the **insured** to replace this policy.

**Residence** means the established primary personal true, fixed, permanent home, the land on which such home is located, and any structures on the land on which such home is located, whether attached to or detached from the home.

**Resident** means any person residing in a **residence** of any **insured**.

**Retroactive date** means the date set forth as the applicable Retroactive Date in the **COI/Dec**.

**Silica** means any actual or alleged or threatened respiration, ingestion or presence of, or exposure at any time to, respirable dust, or the chemical compound silicon dioxide (SiO<sub>2</sub>) in any form, including dust which contains silicon dioxide.

**Spent fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**.

**Unauthorized access or use** means unauthorized use, theft, collection, disclosure, disruption, modification, deletion or destruction of, or unauthorized access to, any **protected information** or any **network** component.

**United States law** includes United States federal, state and local statutory law, and any rules, regulations and amendments of such law.

**War** means any war (declared or otherwise), warlike operation, hostilities, invasion, popular or military uprising or activities, insurrection, rebellion, revolution, or terrorism (whether certified or not) by an individual or group or any action taken by governmental authorities in hindering or defending against any of these.

**Workplace** means any location used by you to provide **professional services** in the ordinary course of your business.

**Wrongful act** has the meaning set forth in the applicable Coverage Part.

### IV. EXCLUSIONS APPLICABLE TO ALL COVERAGE PARTS

This policy does not apply to any **claim, damages, defense costs**, expenses, fees or loss:

#### ABUSE AND MOLESTATION

based on, arising out of, or in any way involving, in whole or in part, any **abuse and molestation act** or **abuse and molestation claim**; provided this exclusion will not apply to any Abuse and Molestation defense coverage, if applicable, provided in the applicable Professional Liability Coverage Part.

#### ANTITRUST

based on, or arising out of, any actual or alleged violation of any **United States law**, or any such equivalent or similar foreign law, which prohibits antitrust, price fixing or price discrimination, restraint of trade or competition, monopolization, or predatory pricing;

#### ASBESTOS/SILICA

based on, or arising out of, **asbestos** or **silica**;





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### BILLING OR COLLECTION

based on, or arising out of, an **insured's** actual or alleged billing or bill collection practices, including any actual or alleged violation of the Fair and Accurate Credit Transactions Act and the Fair Credit Reporting Act, or similar laws, including federal, state and local statutory law, and any rules, regulations and amendments of such law or any such equivalent or similar foreign law, provided this exclusion will not apply to the Licensure Defense Expenses Supplementary Benefit set forth in the Professional Liability Coverage Part;

### CRIMINAL ACTS OR CONDUCT

based on, or arising out of, any actual or alleged act or omission committed by, or at the direction of, any **insured**, which act or omission is or could be the basis for a criminal prosecution against the **insured**. Provided this exclusion will not apply to **defense costs** for such **claim** up and until such act or omission is established by a final adjudication, trial verdict, court ruling, regulatory ruling or legal admission, whether appealed or not in the underlying action. This **defense costs** coverage is not available and will not in any way apply to an **abuse and molestation claim**.

There is no coverage (including **defense costs**) under this policy for any criminal complaint or criminal proceeding regardless of the allegations made against any **insured**;

### CYBER EVENT

based on, or arising out of, any **cyber event**;

### DIRECTOR OR OFFICER LIABILITY

for liability for any actual or alleged act, error or omission or breach duty by a natural person **insured** while acting solely in the capacity of:

- (i) a director, executive, trustee, partner, manager, officer of any entity; or
- (ii) proprietor, superintendent, or administrator of any:
  - (a) hospital, nursing home or sanitarium;
  - (b) clinic with bed and board facilities; or
  - (c) laboratory or business;

provided this exclusion (ii) will not apply to liability arising out of any laboratory facilities you maintain for your own patients, or any laboratory facilities which are necessary to the practice of your specialty;

### DISHONEST, FRAUDULENT OR MALICIOUS ACTS

based on, or arising out of, any actual or alleged: (i) dishonest, fraudulent, or malicious act or omission, or intentionally wrongful act of any **insured**; or (ii) violation, by the **insured** (or with the **insured's** consent), of any law or regulation imposing criminal penalties or liability. Provided this exclusion will not apply to any **insured person** who did not participate in, have direct knowledge of, or assent by action or inaction to such actions or conduct described in (i) or (ii);

### EMPLOYER'S LIABILITY

based on, or arising out of, any actual or alleged **bodily injury** to any **employee** (other than an **employee** who is a volunteer) during the course of his/her/their employment with the **insured**; or injury to the spouse, domestic partner, child, parent, or sibling of such **employee** as a consequence of such **bodily injury**. This exclusion will apply whether the **insured** may be liable as an employer or in any other capacity or to any obligation to share **damages** or repay any person or entity obligated to pay **damages** because of the **bodily injury**;

### FALSE CLAIMS ACT

based on, or arising out of, any actual or alleged violation of the False Claims Act or similar laws, including United States federal, state and local statutory law, and any rules, regulations and amendments of such law or any such equivalent or similar foreign law, including qui tam actions, relator suits or any related investigations or subpoenas;

### FAMILY MEMBER OR RESIDENT

based on, or arising out of, any actual or alleged **bodily injury** to any **family member** or **resident**;

MEDICARE OR MEDICAID

based on, or arising out of, any **Medicare or Medicaid matter**;

NUCLEAR ENERGY

(i) for which an **insured** has coverage under a nuclear energy liability policy issued by the following entities, or any of their successors or assigns:

- (a) Nuclear Energy Liability Insurance Association;
- (b) Mutual Atomic Energy Liability Underwriters; or
- (c) Nuclear Insurance Association of Canada.

This policy also will not apply if such coverage did exist, but was terminated by the exhaustion of the **insured's** applicable limit of liability.

(ii) resulting from the **radioactive properties of nuclear material** for which an **insured**:

- (a) was required to maintain financial protection under the Atomic Energy Act of 1954 or regulation that applies thereto; or
- (b) was entitled to indemnity by the United States government or any agency thereof or would have been entitled to had this policy not been issued.

(iii) resulting from the **radioactive properties of nuclear material**, if:

- (a) the **nuclear material**:
  - i. is at any **nuclear facility** owned by, or operated by, or on behalf of, an **insured**; or
  - ii. has been discharged or dispersed therefrom;
- (b) the **nuclear material** is contained in **spent fuel or nuclear waste** at any time possessed, handled, used, processed, stored, transported or disposed of by, or on behalf of, an **insured**; or
- (c) the **bodily injury or property damage** arises out of the furnishing by an **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion applies only to **property damage** to such **nuclear facility** and any property thereat.

As used in this exclusion, **property damage** also includes all forms of radioactive contamination of property;

NUCLEAR WASTE

based on, or arising out of, any **claim**, request, demand, order, or legal liability directly or indirectly caused by, involving, attributed to, or arising from:

- (i) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any **nuclear waste** from the combustion of nuclear fuel; or
- (ii) the radioactive, toxic, explosive or other **radioactive properties** of any explosive nuclear assembly or nuclear component thereof;

POLLUTION

based on, arising out of any, or in any way involving, in whole or in part:

- (i) **pollution**; or
- (ii) any loss, cost or expense arising out of any
  - (a) request, demand or order 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
  - (b) **claim** 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



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to, or assessing the effects of, **pollutants**;

### PROHIBITED REUSE

based on, or arising out of, **prohibited reuse**;

### RESIDENTIAL CARE

based on, or arising out of, any liability arising from any residential care facility or residential group home owned or operated by an **insured**;

### RICO

based on, or arising out of, any actual or alleged violation of the Racketeer Influenced Corrupt Organization Act or similar laws, including United States federal, state and local statutory law, and any rules, regulations and amendments of such law or any such equivalent or similar foreign law;

### SECURITIES

based on, or arising out of, any actual or alleged violations of any United States securities laws or any local Blue Sky or securities law, including federal, state and local statutory law, and any rules, regulations and amendments of such law or any such equivalent or similar foreign law.

### SERVICES TO ANIMALS

based on, or arising out of, any services provided to or injury or damage to any animal;

### UNSOLICITED COMMUNICATION

based on, or arising out of, any actual or alleged violation of **United States law**, or any such equivalent or similar foreign law, which regulates or governs commercial solicitation or messaging, automatic contract renewals or anti-spam (including commercial emails and spam, telemarketing, texts, or electronic commerce);

### WAR

based on, or arising out of, **war**;

### WORKERS' COMPENSATION AND SIMILAR LAWS

based on, or arising out of, any actual or alleged violation of any **United States law**, or any such equivalent or similar foreign law, governing workers' compensation, unemployment insurance, social security, or disability benefits.

## V. DUTY TO DEFEND AND EXHAUSTION OF LIMITS

### A. Duty to Defend

We have the right and duty to defend any covered **claim**. We have the right to select and appoint counsel and to make such investigation and defense as we deem necessary. We will not pay any fees of any counsel not retained by us or retained without our prior written consent. If a **claim** is subject to an arbitration proceeding or mediation, we are entitled to exercise all of your rights in the choice of arbitrators or mediators and in the conduct of an arbitration proceeding or mediation involving such **claim**.

### B. Exhaustion of Limits

We are not obligated to investigate, defend, pay or settle, or continue to investigate, defend, pay or settle a **claim** or pay any Supplementary Benefits or expenses, fees, or costs, after the applicable Limit of the Liability has been exhausted by payment of **damages**. In such case, we have the right to withdraw from the further investigation, defense, payment, or settlement of such **claim** by tendering control of such investigation, defense or settlement of the **claim** to you.

## VI. ASSISTANCE AND COOPERATION

You agree to:

- (i) provide us full assistance, and any information we may reasonably request, in connection with any matter for which you are seeking coverage under this policy;



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- (ii) fully cooperate with us in: the defense of **claims**; investigations of any **incident** or **claim**; settlements; and conduct of suits or other proceedings;
- (iii) do nothing that may increase our liabilities or prejudice our potential or actual rights of subrogation, and assist us in enforcing any right of contribution or indemnity against another who may be liable;
- (iv) not incur any **damages, defense costs** or any other fees, costs or expenses for which you are seeking coverage under this policy, or admit any liability or assume any obligation, without our prior written consent, and
- (v) make available your books and records as they relate to this policy at any time during the **policy period** and up to five (5) years after the cancellation, termination, or expiration of the **policy period**.

We will:

- (a) have the right to make any reasonable investigation into any **claim**;
- (b) have the right to make any reasonable investigation into an **incident** that we deem necessary or appropriate at our sole discretion;
- (c) not be liable for any **damages, defense costs**, loss or any other fees, costs or expenses for which you are seeking coverage under this policy, or admission of liability, or any obligation unless we have provided prior written consent; and
- (d) not be liable for any **claims, damages, defense costs**, loss or any other fees, costs or expenses that we are unable to investigate or defend due to the acts or omissions of any **insured**, including any resulting **damages** from a default judgment.

## VII. NOTICE AND REPORTING

### A. Reporting a Claim in any Claims Made and Reported Coverage Part

As a condition precedent to our obligations under this policy, if a **claim** is made against any **insured** during the **policy period** such **insured** must provide us, or our Program Administrator, written notice of such **claim** as soon as practicable and during the **policy period**, but no later than:

- (i) sixty (60) days after the expiration of the **policy period** if the policy is renewed with us; or
- (ii) the expiration date of the Automatic Limited Extended Reporting Period (but only for **claims** made during the **policy period**).

**Claims** reported in (i) or (ii) above will be deemed made during the **policy period** subject to the terms and conditions of this policy.

### B. Reporting a Claim in an Occurrence Based Coverage Part

If a **claim** is made against any **insured**, you must immediately notify us, or our Program Administrator, in writing as soon as practicable.

Notice of any **claim** under paragraph A or B above must include the following:

- (i) specifics of the **claim** and the date the notice or **claim** is received; and
- (ii) copies of any demands, notices, summonses or legal papers received in connection with the **claim**.

### C. Notice of an Incident in Any Coverage Part

The **named insured** must notify us, or our Program Administrator, in writing, as soon as practicable of any **incident** that you reasonably expect to result in a **claim**. Such written notice must contain a description of the:

- (i) specific act, error or omission, or the specific injury, and persons involved in the **incident**; and
- (ii) any other information reasonably requested by the insurer.

With respect to a Claims Made and Reported Coverage Part:

- (a) written notice of any such **incident** must be provided during the policy period in which the **insured**



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became aware of the **incident**; and

- (b) any subsequent **claim** based on, or arising out of, such **incident** will be deemed to have been made and reported on the date the **incident** was properly first reported to us or our Program Administrator.

Any matter reported to us, or our Program Administrator, as part of risk management or loss control services will not be considered notice of an **incident**, unless submitted with the required information set forth above.

### D. Address for Notice

Written notices of a **claim**, **incident** or any request for Supplementary Benefits should be directed to us, or our Program Administrator, at the mailing address or email address set forth in the **COI/Dec**. We will send all correspondence to you at the address set forth in the **COI/Dec**.

We will consider the effective date of notice to be the date of mailing with sufficient proof of mailing.

## VIII. EXTENDED REPORTING PERIOD

Solely with respect to a Claims Made and Reported Coverage Part, the following provisions will apply:

### A. Automatic Limited Extended Reporting Period – No Additional Premium

In the event this policy terminates, cancels or expires for any reason other than non-payment of premium or non-compliance with any of the terms and conditions of the policy, then any **insured** will have an additional reporting period of sixty (60) days from such termination, cancellation or expiration to provide written notice of a **claim** first made against an **insured** during the **policy period** for **incidents** occurring after the **retroactive date** and prior to the date of such termination, cancellation or expiration, provided such policy is not renewed with us.

The Automatic Limited Extended Reporting Period will begin the day after the **policy period** terminates, expires or is cancelled. The Automatic Limited Extended Reporting Period applies only to **claims**, and will not provide an extended period in which to report an **incident**.

### B. Purchased Extended Reporting Period

If this policy is terminated, cancelled, or non-renewed for any reason other than non-payment of premium or non-compliance with any of the terms and conditions of the policy, and the **named insured** has not obtained **replacement coverage** for any Coverage Part written on a Claims Made and Reported basis, the **named insured** will have the right to purchase an **extended reporting period** for additional period(s) and additional premium.

The **named insured** must notify us in writing of this election within sixty (60) days after the termination, cancellation, or non-renewal of this policy. If the **named insured** does not elect within this time frame, the **named insured** will have waived the right to purchase the **extended reporting period**. A purchased **extended reporting period** will extend to selected Coverage Part coverage for a specified period of time, but only for **claims** that are:

- (i) first made during the **extended reporting period**;
- (ii) reported to us according to this policy's notice and reporting requirements; and
- (iii) for **incidents** occurring on or after the **retroactive date** and prior to the date of such termination, cancellation or non-renewal.

The **extended reporting period** applies only to **claims**, and will not provide an extended period in which to report an **incident**. This **extended reporting period** will apply only to **claims** involving **incidents** occurring after the **retroactive date** and prior to the termination, cancellation, or non-renewal of this policy.

Any premium for an **extended reporting period** will be deemed fully earned at the beginning of the **extended reporting period**.

### C. Non-Practicing Extended Reporting Period – No Additional Premium

If a natural person **named insured** ceases providing **professional services** on a permanent and total basis during the **policy period** due to:



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- (i) death or total and permanent disability; or
- (ii) retirement, provided that such **insured**:
  - (a) is fifty (50) years or older and has been continuously insured by us for at least the immediately preceding five (5) years; and
  - (b) such retirement is not due to a suspension or surrender of his/her/their professional license at the request of any regulatory authority,

then we will provide such **insured** with an **extended reporting period** unlimited in time.

This **extended reporting period** will not be subject to any additional premium and will be effective upon our receipt of a written request from the **named insured** or **named insured's** estate advising of such death, disability or retirement. The **extended reporting period** applies only to **claims**, and will not provide an extended period in which to report an **incident**. This **extended reporting period** will apply only to **claims** involving **incidents** occurring after the **retroactive date** and prior to the date of such death, disability or retirement. This **extended reporting period** will not apply to **incidents** that have not resulted in a **claim**.

In the event such **insured** resumes providing **professional services** then any **extended reporting period** under this paragraph C will immediately terminate.

### D. No Additional Limits of Liability

There will be no additional Limit of Liability for any **extended reporting period** unless indicated otherwise by endorsement.

## IX. LIMIT OF LIABILITY

Each purchased Coverage Part as indicated in the **COI/Dec** has its own Limits of Liability. The amounts indicated for the applicable Coverage Part on the **COI/Dec** will be the maximum amounts we will pay for all **damages** regardless of the number of **claims**, **insureds**, **incidents**, parties or requests for coverage in each applicable Coverage Part.

All premiums, limits, **defense costs**, **damages** and other amounts under this policy are expressed and payable in United States of America currency, unless the parties agree in writing otherwise.

## X. ALLOCATION

If we have the duty to defend a **claim** that involves covered **damages** and/or **defense costs** and uncovered damages, defense costs or other amounts because such **claim** includes covered and uncovered parties, and/or covered and uncovered matters, then the following will apply: you and the Insurer will agree that there must be an allocation of the covered **damages** and **defense costs** and uncovered damages, defense costs or other amounts. You and the Insurer will use best efforts to agree upon a fair and proper allocation, based on the relative legal and financial exposures, between covered **damages**, **defense costs**, and/or parties and uncovered damages, defense costs, other amounts and/or parties.

## XI. APPLICATION

In issuing this policy, we have relied upon the truthfulness and accuracy of the statements, representations, and information in the **application**. The **application** will be deemed attached to the policy and incorporated into the policy as if fully and completely set forth herein.

If the **application's** statements, representations, and information contain any material misrepresentation, material omission or material inaccuracy, we reserve the right to exclude coverage for any **claim** or other matter tendered for coverage under this policy that is in any way related, in whole or in part, to the misrepresentation, omission or inaccuracy, and/or to rescind or void this policy, or to deem this policy void at inception.

## XII. SUBROGATION AND RECOUPMENT

If we pay any **damages**, **defense costs**, loss or any other fees, costs or expenses under this policy, we reserve all rights to subrogation. We will not subrogate against you. You agree that we have the right to recoup any amount paid to you, or on your behalf, if such amount was not owed under this policy. You agree that you will do nothing



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that may increase our liabilities or prejudice our potential or actual rights of subrogation, and will assist us in enforcing any right of contribution or indemnity against another who may be liable.

Any **damages** recovered by subrogation or recoupment, less costs expended for the recovery, will be applied to the Limit of Liability.

### XIII. GENERAL POLICY PROVISIONS

The **named insured**, on behalf of all **insureds**, will be:

- (i) authorized to make changes in the terms and conditions of this policy with our consent;
- (ii) the payor of all premiums due;
- (iii) the payee of any applicable return premiums;
- (iv) responsible for keeping records of the information we require for premium computation, and providing copies of such records at such times as requested by us; and
- (v) responsible to notify us of any policy cancellation.

This policy, including the **application**, constitutes the entire contract existing between you and us or our Program Administrator relating to this insurance.

Notice to any of our agents, other than our Program Administrator, or knowledge possessed by any such agent or any other person will not act as a waiver or change in any part of this policy. Nor will such notice prevent us from asserting any rights under the provisions of this policy. The provisions of this policy cannot be waived or changed except by written endorsement issued to form a part of this policy. We will not be bound by any assignment of interest under this policy unless this assignment is specifically endorsed to the policy.

### XIV. INSPECTIONS AND SURVEYS

We have the right, but are not obligated, to make inspections and surveys at any time, give the **named insured** reports on the conditions we find, recommend changes, or conduct loss control and prevention activity. Any inspections, surveys, reports, or recommendations relate only to insurability, proposed coverage and/or the premiums to be charged.

We do not make safety inspections, undertake to perform the duty of any entity to provide for the health or safety of workers or the public, or warrant that conditions are safe or healthful or that they comply with laws, regulations, codes or standards.

### XV. INSURANCE UNDER MORE THAN ONE COVERAGE PART

If more than one Coverage Part in this policy potentially applies to any one **claim**, we will decide, at our sole discretion, which Coverage Part is the most applicable, and pay **defense costs** and/or **damages** only under that one Coverage Part. We will not pay more than the applicable Limit of Liability of that Coverage Part.

### XVI. OTHER INSURANCE OR RISK TRANSFER ARRANGEMENTS

Any **claim** covered under any other insurance policy or risk transfer instrument, including, but not limited to, self-insured retentions, deductibles, indemnification agreements, trust agreements, or other alternative arrangements, will be paid first by those instruments, policies or other arrangements. It is the intent of this policy to apply only to **damages** that are more than the total limit of all retentions, limits of insurance, self-insured amounts or other valid and collectible insurance or risk transfer arrangements, whether primary, contributory, excess, contingent, or otherwise. In no event will we pay more than the applicable Limit of Liability. These provisions do not apply to other insurance policies or risk transfer arrangements written as specific excess insurance of this policy's Limits of Liability.

This policy will be excess of, and will not contribute with, any insurance policy that provides coverage for or indemnifies **damages**, fees, expenses, loss, **defense costs** or any other payment for which this policy also provides coverage, unless such other insurance is written specifically as excess of this policy's Limits of Liability.



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This policy will be specifically excess to any insurance policy written on a duty to defend basis unless such other insurance is written specifically as excess of this policy's Limits of Liability.

### XVII. INSURANCE UNDER MORE THAN ONE POLICY ISSUED BY US

If an **incident, claim, or licensure proceeding** is covered under this policy and another policy issued to you by us or any company affiliated with us, only one such policy shall apply to such **incident, claim, or licensure proceeding**. The maximum aggregate Limit of Liability of the Insurer and its affiliates for all loss in connection with any such **incident, claim, or licensure proceeding** shall not exceed the highest applicable Limit of Liability under any one applicable policy.

Payment of the highest Limit of Liability offered on any one applicable policy shall extinguish the Insurer's liability on all of such policies for such **incident, claim, or licensure proceeding**. Nothing contained in this provision shall be construed to increase the Limit of Liability of this policy.

### XVIII. CANCELLATION

- (i) The **named insured** may cancel this policy at any time by providing written notice to us prior to the date the policy should be cancelled.
- (ii) We may cancel this policy by providing written notice to the **named insured** as follows:
  - (a) if we cancel for nonpayment of premium, we will send you a written notice ten (10) days prior to the effective date of such cancellation;
  - (b) if we cancel for any reason other than nonpayment of premium, we will send you a written notice thirty (30) days prior to the effective date of such cancellation.
- (iii) Any notice of cancellation must state the effective date of cancellation.
- (iv) Any returned premium will be computed on a pro rata basis.

### XIX. NON-RENEWAL

If we choose to non-renew this policy we will provide written notice to the **named insured** at least thirty (30) days prior to the expiration date of this policy.

### XX. BANKRUPTCY OR INSOLVENCY

Bankruptcy or insolvency of an **insured** or the **insured's** estate will not impact our obligations, rights or defenses under this policy. We will not object to your efforts to obtain relief or stay from any injunction issued as a result of bankruptcy or insolvency.

### XXI. ACTION AGAINST THE COMPANY

No action may be taken against us unless, as a condition precedent, there has been full compliance with all the terms and conditions of this policy. Further, no person or entity will have any right under this policy to join us as a party to any action against any **insured** to determine such **insured's** liability, nor can we be impleaded by the **insured** or legal representatives of such **insured**.

### XXII. TERRITORY

Coverage will apply worldwide provided the **claim** is made, and any legal proceedings are pursued, within the United States of America, its territories, possessions, or commonwealths, Puerto Rico or Canada.

### XXIII. TRADE OR ECONOMIC SANCTIONS

This policy does not provide coverage for any **insured**, transaction, **damages, defense costs**, or other expenses, fees or loss that are uninsurable under the laws or regulations of the United States concerning trade or economic sanctions.





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IN WITNESS WHEREOF, we have caused this policy to be signed by our Chairman and Secretary, but this policy shall not be binding upon us unless completed by the attachment of the **COI/Dec** and payment of the applicable premium.

A handwritten signature in black ink, consisting of several overlapping, horizontal, wavy lines.

Chairman of the Board

A handwritten signature in black ink, appearing to be the initials 'STB' followed by a horizontal line.

Secretary