

SERFF Tracking Number: ACEH-125340745 State: Arkansas
Filing Company: ACE American Insurance Company State Tracking Number: EFT \$25
Company Tracking Number: 07-MR-299(F)
TOI: 11.0 Medical Malpractice - Claims Sub-TOI: 11.0027 Psychology
Made/Occurrence
Product Name: 07-MR-299(F)
Project Name/Number: Psychologists' Purchasing Group Association/07-MR-299(F)

Filing at a Glance

Company: ACE American Insurance Company

Product Name: 07-MR-299(F)

SERFF Tr Num: ACEH-125340745 State: Arkansas

TOI: 11.0 Medical Malpractice - Claims

SERFF Status: Closed

State Tr Num: EFT \$25

Made/Occurrence

Sub-TOI: 11.0027 Psychology

Co Tr Num: 07-MR-299(F)

State Status: Fees verified and received

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding

Authors: Bob Wolfrom, Viola McBride, Jennifer Loughran

Disposition Date: 11/26/2007

Date Submitted: 10/31/2007

Disposition Status: Approved

Effective Date Requested (New): 10/01/2008

Effective Date (New):

Effective Date Requested (Renewal): 10/01/2008

Effective Date (Renewal):

General Information

Project Name: Psychologists' Purchasing Group Association

Status of Filing in Domicile: Pending

Project Number: 07-MR-299(F)

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 11/26/2007

State Status Changed: 11/26/2007

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

We are filing revisions to our Psychologists' Professional Liability program written through a risk purchasing group (Psychologists Purchasing Group Association). The policy provides claims made and occurrence liability coverage for psychologists, claims made professional liability coverage for research and academic psychologists and occurrence liability coverage for psychology students. The forms, rules and rates were originally submitted under company filing number 04-PR-086.

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Company and Contact

Filing Contact Information

Robert Wolfrom, CPCU, Regulatory Specialist robert.wolfrom@ace-ina.com
 436 Walnut Street (215) 640-5123 [Phone]
 Philadelphia, PA 19106 (215) 640-4986[FAX]

Filing Company Information

ACE American Insurance Company CoCode: 22667 State of Domicile: Pennsylvania
 PO Box 1000 Group Code: 626 Company Type:
 436 Walnut Street
 Philadelphia, PA 19106 Group Name: State ID Number:
 (215) 640-5123 ext. [Phone] FEIN Number: 95-2371728

Filing Fees

Fee Required? Yes
 Fee Amount: \$25.00
 Retaliatory? No
 Fee Explanation:
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
ACE American Insurance Company	\$25.00	10/31/2007	16406478

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	11/26/2007	11/26/2007

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Disposition

Disposition Date: 11/26/2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Explanatory Memo	Approved	Yes
Supporting Document	Reference Filing Numbers	Approved	Yes
Supporting Document	Policy Comparisons	Approved	Yes
Form	Fraud Warnings	Approved	Yes
Form	Individual Application	Approved	Yes
Form	Group Application: Psychologist Professional Liability	Approved	Yes
Form	Research or Academic Psychologist's Professional Liability Application	Approved	Yes
Form	Psychology Student Liability Application	Approved	Yes
Form	Psychologists' Professional Liability Policy Renewal Application Claims Made Coverage	Approved	Yes
Form	Research or Academic Psychologist's Professional Liability Policy Renewal Application Claims Made Coverage	Approved	Yes
Form	Psychology Student Liability Policy Renewal Application	Approved	Yes
Form	Group Office Sharing Questionnaire	Approved	Yes
Form	Claim Supplement Form	Approved	Yes
Form	Wrongful Employment Practices Liability Claim Supplement Form	Approved	Yes
Form	Wrongful Employment Practices Liability Insurance Supplement	Approved	Yes
Form	Psychologists' Professional Liability Occurrence Insurance Policy Declarations	Approved	Yes
Form	Psychologists' Professional Liability Claims Made Insurance Policy Declarations	Approved	Yes
Form	Research or Academic Psychologist's Professional Liability Claims Made Insurance Policy Declarations	Approved	Yes

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Form	Psychology Student Liability Occurrence Insurance Policy Declarations	Approved	Yes
Form	Psychologists' Professional Liability Policy (Occurrence)	Approved	Yes
Form	Psychologists' Professional Liability Policy (Claims Made)	Approved	Yes
Form	Research or Academic Psychologist's Professional Liability Policy (Claims Made)	Approved	Yes
Form	Psychology Student Liability Policy	Approved	Yes
Form	Changes to Declarations	Approved	Yes
Form	Additional Named Insured (s)	Approved	Yes
Form	Short Form - Federal Risk Retention Action Nationwide Amendatory Endorsement	Approved	Yes
Form	Psychologists Coverage Extension Non-Owned Automobile	Approved	Yes
Form	Limit of Liability Amended	Approved	Yes
Form	Research/Academic Psychologist Professional Services Extension	Approved	Yes
Form	Psychologists Liability Extension Endorsement Claims-Made Coverage	Approved	Yes
Form	Psychologists Liability Extension Endorsement Occurrence Coverage	Approved	Yes
Form	Coverage Limitation - Coverage Restricted to Practice Under Supervision	Approved	Yes
Form	Designated Persons or Entities Exclusion	Approved	Yes
Form	Vicarious Liability Extension for the Named Insured for Excluded Individual(s) or Entity(ies)	Approved	Yes
Form	Additional Insured	Approved	Yes
Form	Reentering Practice	Approved	Yes
Form	Reinstatement of Coverage	Approved	Yes
Form	Claims-Made Coverage Endorsement - Wrongful Employment Practices -Basic	Approved	Yes

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Benefit

Form	Claims-Made Coverage Endorsement - Wrongful Employment Practices	Approved	Yes
Form	Extended Reporting Period	Approved	Yes
Form	Prior Act Extension Endorsement	Approved	Yes
Form	Retroactive Date(s) Designated Individual(s) or Entity(ies)	Approved	Yes
Form	Named Insured Amended	Approved	Yes
Form	Ninety (90) Day Assault Reporting Extension	Approved	Yes
Form	Cancellation	Approved	Yes
Form	Change of Address	Approved	Yes
Form	Policy Period Amended	Approved	Yes
Form	Definition of Incident, Revised	Approved	Yes
Form	Deletion of Person(s) Insured	Approved	Yes
Form	Extended Reporting Period, Designated	Approved	Yes
Form	Excluded Incident, Claim, Wrongful Employment Practice Claim, or Governmental Regulatory Body Investigation or Proceeding	Approved	Yes
Form	Landlord Additional Insured	Approved	Yes
Form	Limit of Liability Amended (Wrongful Employment Practices)	Approved	Yes
Form	Limits of Liability Amended (Licensing Board Defense and Other Governmental Body Defense Reimbursement)	Approved	Yes
Form	Notice of Premium Adjustment	Approved	Yes
Form	Policy Reinstatement	Approved	Yes
Form	Exclusion of Services	Approved	Yes
Form	Psychologists' Professional Liability Policy Renewal Application Claims Made Coverage	Approved	Yes
Form	Amendatory Endorsement - Arkansas	Approved	Yes
Form	Amendatory Endorsement - Arkansas	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Fraud Warnings	PF-15308A	(05/07)	Disclosure/ Replaced Notice	Replaced Form #:0.00 PF-15308 (03/04) Previous Filing #: 04-PR-086		PF15308a Fraud Warnings.pdf
Approved	Individual Application	PF-15386a	(05/07)	Application/ Replaced Binder/Enrollment	Replaced Form #:0.00 PF-14386 (04/04) Previous Filing #: 04-PR-086		PF15386a Individual NB (05-07).pdf
Approved	Group Application: Psychologist Professional Liability	PF-15387a	(05/07)	Application/ Replaced Binder/Enrollment	Replaced Form #:0.00 PF-15387 (04/04) Previous Filing #: 04-PR-086		PF15387a Group NB App (05-07).pdf
Approved	Research or Academic Psychologist's Professional Liability Application	PF-15388a	(05/07)	Application/ Replaced Binder/Enrollment	Replaced Form #:0.00 PF-15388 (04/04) Previous Filing #: 04-PR-086		PF15388a RA Application (05-07).pdf
Approved	Psychology Student Liability Application	PF-15389a	(05/07)	Application/ Replaced Binder/Enrollment	Replaced Form #:0.00 PF-15389 (04/04) Previous Filing #: 04-PR-086		PF15389a Psychology Student Liability App (05-07).pdf
Approved	Psychologists' Professional Liability Policy Renewal Application Claims Made Coverage	PF-15391b	(06/07)	Application/ Replaced Binder/Enrollment	Replaced Form #:0.00 PF-15391 (04/04) Previous Filing #: 04-PR-086		PF-15391b OCC Renewal Appl (06-07).pdf
Approved	Research or	PF-	(06/07)	Application/ Replaced	Replaced Form #:0.00		PF-15392b

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	Academic Psychologist's Professional Liability Policy Renewal Application Claims Made Coverage	15392b		Binder/Enro llment	PF-15392 (04/04) Previous Filing #: 04-PR-086	RA Renewal Appl (06- 07).pdf
Approved	Psychology Student Liability Policy Renewal Application	PF-15393b	(06/07)	Application/ Replaced Binder/Enro llment	Replaced Form #:0.00 PF-15393 (04/04) Previous Filing #: 04-PR-086	PF-15393b SL Renewal Appl (06- 07).pdf
Approved	Group Office Sharing Questionnaire	PF-22602	(05/07)	Other New	0.00	PF22602 Group Office Sharing Questionnair e (05-07).pdf
Approved	Claim Supplement Form	PF-22603	(05/07)	Application/ New Binder/Enro llment	0.00	PF22603 Claim Supplement Form (05- 07).pdf
Approved	Wrongful Employment Practices Liability Claim Supplement Form	PF-22604	(05/07)	Application/ New Binder/Enro llment	0.00	PF22604 Wrongful EPLI Claim Supplement (05-07).pdf
Approved	Wrongful Employment Practices Liability Insurance Supplement	PF-22605	(05/07)	Application/ New Binder/Enro llment	0.00	PF22605 Wrongful EPLI App (05-07).pdf
Approved	Psychologists' Professional Liability Occurrence Insurance Policy	PF-15214a	(04/07)	Declaration Replaced s/Schedule	Replaced Form #:0.00 PF-15214 (03/04) Previous Filing #: 04-PR-086	PF15214a Dec Page OCC.pdf

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Declarations

Approved	Psychologists' Professional Liability Claims Made Insurance Policy Declarations	PF-15215a	(04/07)	Declaration Replaced s/Schedule	Replaced Form #:0.00 PF-15215 (03/04) Previous Filing #: 04-PR-086	PF15215a Dec Page CM.pdf
Approved	Research or Academic Psychologist's Professional Liability Claims Made Insurance Policy Declarations	PF-22538	(04/07)	Declaration New s/Schedule	0.00	PF22538 Dec Page RA (08-08-07).pdf
Approved	Psychology Student Liability Occurrence Insurance Policy Declarations	PF-22549	(04/07)	Declaration New s/Schedule	0.00	PF22549 Student Dec Page (08-08-07).pdf
Approved	Psychologists' Professional Liability Policy (Occurrence)	PF-15216a	(05/07)	Policy/Coverage Replaced Form	Replaced Form #:0.00 PF-15216 (03/04) Previous Filing #: 04-PR-086	PF15216a Psychologists' OCC Policy (05-07).pdf
Approved	Psychologists' Professional Liability Policy (Claims Made)	PF-15217a	(05/07)	Policy/Coverage Replaced Form	Replaced Form #:0.00 PF-15217 (03/04) Previous Filing #: 04-PR-086	PF15217a Psychologist CM Policy (05-07).pdf
Approved	Research or Academic Psychologist's Professional Liability Policy (Claims Made)	PF-15218a	(05/07)	Policy/Coverage Replaced Form	Replaced Form #:0.00 PF-15218 (03/04) Previous Filing #: 04-PR-086	PF15218a Psychologist's RA Policy (05-07).pdf
Approved	Psychology Student Liability	PF-15219a	(05/07)	Policy/Coverage Replaced Form	Replaced Form #:0.00 PF-15219 (03/04)	PF15219a Student's

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Policy	Previous Filing #:	Policy (05-07).pdf
Approved Changes to Declarations PF-15223 (03/04) Endorsement/Withdrawn/Amendment/Conditions Replaced Form #:0.00	04-PR-086	
Approved Additional Named Insured (s) PF-15224a (05/07) Endorsement/Withdrawn/Amendment/Conditions Replaced Form #:0.00	04-PR-086	PF15224a Additional Named Insured (05-07).pdf
Approved Short Form - Federal Risk Retention Action Nationwide Amendatory Endorsement PF-15225 (03/04) Endorsement/Withdrawn/Amendment/Conditions Replaced Form #:0.00	04-PR-086	
Approved Psychologists Coverage Extension Non-Owned Automobile PF-15227 (03/04) Endorsement/Withdrawn/Amendment/Conditions Replaced Form #:0.00	04-PR-086	
Approved Limit of Liability Amended PF-15228a (05/07) Endorsement/Withdrawn/Amendment/Conditions Replaced Form #:0.00	04-PR-086	PF15228a Limits Change (PL) (05-07).pdf
Approved Research/Academic PF-15229a (05/07) Endorsement/Withdrawn/Amendment/Conditions Replaced Form #:0.00	04-PR-086	PF15228a Limits Change (PL) (05-07)(R).pdf
Approved Research/Academic PF-15229a (05/07) Endorsement/Withdrawn/Amendment/Conditions Replaced Form #:0.00	04-PR-086	PF15229a

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mic Psychologist 15229a nt/Amendm PF-15229 (03/04) RA
 Professional ent/Condi Previous Filing #: Extension
 Services ons 04-PR-086 (05-07).pdf
 Extension PF15229a
 RA
 Extension
 (05-
 07)(R).pdf

Approved Psychologists PF-15230 (03/04) Endorseme Withdrawn Replaced Form #:0.00
 Liability nt/Amendm
 Extension ent/Condi Previous Filing #:
 Endorsement ons 04-PR-086
 Claims-Made
 Coverage

Approved Psychologists PF-15231 (03/04) Endorseme Withdrawn Replaced Form #:0.00
 Liability nt/Amendm
 Extension ent/Condi Previous Filing #:
 Endorsement ons 04-PR-086
 Occurrence
 Coverage

Approved Coverage PF-15232 (03/04) Endorseme Withdrawn Replaced Form #:0.00
 Limitation - nt/Amendm
 Coverage ent/Condi Previous Filing #:
 Restricted to ons 04-PR-086
 Practice Under
 Supervision

Approved Designated PF- (05/07) Endorseme Replaced Replaced Form #:0.00 PF15233a
 Persons or 15233a nt/Amendm PF-15233 (03/04) Designated
 Entities Exclusion ent/Condi Previous Filing #: Individuals
 ons 04-PR-086 or Entities
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 PF15233a
 Designated
 Individuals
 or Entities
 Excl (05-

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Approved	Vicarious Liability PF-15234a Extension for the Named Insured for Excluded Individual(s) or Entity(ies)	(05/07)	Endorsement/Amendment/Conditions	Replaced Form #:0.00 PF-15234 (03/04) Previous Filing #: 04-PR-086	07)(R).pdf PF15234a Designated Ind or Entities Vicarious Liability (05-07).pdf PF15234a Designated Ind or Entities Vicarious Liability (05-07)(R).pdf
Approved	Additional Insured	PF-15235a (05/07)	Endorsement/Amendment/Conditions	Replaced Form #:0.00 PF-15235 (03/04) Previous Filing #: 04-PR-086	PF15235a Additional Insured Endt (05-07).pdf PF15235a Additional Insured Endt (05-07)(R).pdf
Approved	Reentering Practice	PF-15236a (05/07)	Endorsement/Amendment/Conditions	Replaced Form #:0.00 PF-15236 (03/04) Previous Filing #: 04-PR-086	PF15236a Re-entering Practice (05-07).pdf PF15236a Re-entering Practice (05-07)(R).pdf
Approved	Reinstatement of Coverage	PF-15237 (03/04)	Endorsement/Amendment/Conditions	Replaced Form #:0.00 Previous Filing #: 04-PR-086	
Approved	Claims-Made	PF-15238 (03/04)	Endorsement/Amendment/Conditions	Replaced Form #:0.00	

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Approval	Coverage	Policy #	Effective Date	Endorsement/Condition	Previous Filing #	Amount	Attachment
	eEndorsement - Wrongful Employment Practices -Basic Benefit			nt/Amendm ent/Condi ons	04-PR-086		
Approved	Claims-Made Coverage	PF-15239	(03/04)	Endorsement/Condition	Withdrawn	0.00	
	Endorsement - Wrongful Employment Practices			nt/Amendm ent/Condi ons	04-PR-086		
Approved	Extended Reporting Period	PF-15240a	(05/07)	Endorsement/Condition	Replaced	0.00	PF15240a ERP (05-07).pdf
				nt/Amendm ent/Condi ons	04-PR-086		PF15240a ERP (05-07)(R).pdf
Approved	Prior Act Extension Endorsement	PF-15241	(03/04)	Endorsement/Condition	Withdrawn	0.00	
				nt/Amendm ent/Condi ons	04-PR-086		
Approved	Retroactive Designated Individual(s) or Entity(ies)	PF-15245a	(05/07)	Endorsement/Condition	Replaced	0.00	PF15245a Retroactive Dates Endt (05-07).pdf
				nt/Amendm ent/Condi ons	04-PR-086		PF15245a Retroactive Dates Endt (05-07)(R).pdf
Approved	Named Insured Amended	PF-22533	(05/07)	Endorsement/Condition	New	0.00	PF22533 Named Insured Amended (05-07).pdf
				nt/Amendm ent/Condi ons			
Approved	Ninety (90) Day	PF-22534	(05/07)	Endorsement/Condition	New	0.00	PF22534

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	Assault Reporting Extension		nt/Amendm ent/Condi tions		Assault Reporting Extension (5-07).pdf
Approved	Cancellation	PF-22535 (05/07)	Endorseme nt/Amendm ent/Condi tions	0.00	PF22535 Cancellation (05-07).pdf
Approved	Change of Address	PF-22536 (05/07)	Endorseme nt/Amendm ent/Condi tions	0.00	PF22536 Change of Address (05-07).pdf
Approved	Policy Period Amended	PF-22537 (05/07)	Endorseme nt/Amendm ent/Condi tions	0.00	PF22537 Change of Policy Period (05-07).pdf
Approved	Definition of Incident, Revised	PF-22539 (05/07)	Endorseme nt/Amendm ent/Condi tions	0.00	PF22539 Definition of Incident (Amended) (05-07).pdf
Approved	Deletion of Person(s) Insured	PF-22540 (05/07)	Endorseme nt/Amendm ent/Condi tions	0.00	PF22540 Deletion of An Insured (05-07).pdf
Approved	Extended Reporting Period, Designated	PF-22541 (04/07)	Endorseme nt/Amendm ent/Condi tions	0.00	PF22541 ERP Designated (05-07).pdf
Approved	Excluded Incident, Claim, Wrongful Employment Practice Claim, or Governmental Regulatory Body Investigation or	PF-22542 (05/07)	Endorseme nt/Amendm ent/Condi tions	0.00	PF22542 Known Circumstanc e or Incident Exclusion (05-07).pdf

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Proceeding

Approved	Landlord Additional Insured	PF-22543 (05/07)	Endorseme New nt/Amendm ent/Condi tions	0.00	PF22543 Landlord Additional Insured (05- 07).pdf
Approved	Limit of Liability Amended (Wrongful Employment Practices)	PF-22544 (05/07)	Endorseme New nt/Amendm ent/Condi tions	0.00	PF22544 Limits Change (EPLI) (05- 07).pdf
Approved	Limits of Liability Amended (Licensing Board Defense and Other Governmental Body Defense Reimbursement)	PF-22545 (05/07)	Endorseme New nt/Amendm ent/Condi tions	0.00	PF22545 Limits Change (LBD) (05- 07).pdf
Approved	Notice of Premium Adjustment	PF-22546 (05/07)	Endorseme New nt/Amendm ent/Condi tions	0.00	PF22546 Notice of Premium Adjustment (05-07).pdf
Approved	Policy Reinstatement	PF-22547 (05/07)	Endorseme New nt/Amendm ent/Condi tions	0.00	PF22547 Reinstateme nt (05- 07).pdf
Approved	Exclusion of Services	PF-22548 (05/07)	Endorseme New nt/Amendm ent/Condi tions	0.00	PF22548 Services Excluded (05-07).pdf
Approved	Psychologists' Professional Liability Policy Renewal Application	PF-15390b (06/07)	Application/ Replaced Binder/Enro llment	Replaced Form #:0.00 PF-15390 (04/04) Previous Filing #: 04-PR-086	PF-15390b CM Renewal Appl (06- 07).pdf

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**Claims Made
 Coverage**

Approved	Amendatory Endorsement - Arkansas	PF- 15250a	(08/07)	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 PF-15250 (03/04) Previous Filing #: 04-PR-086	AR Amendatory _PF15250a_ CLAIMS_MA DE_ONLY.p df AR Amendatory _PF15250a(R)_CLAIMS _MADE_ON LY.pdf
Approved	Amendatory Endorsement - Arkansas	PF-22935	(06/07)	Endorseme New nt/Amendm ent/Condi ons	0.00	AR Amendatory _PF22935_ OCCURREN CE_ONLY.p df

NOTICE TO ARKANSAS, LOUISIANA & WEST VIRGINIA APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO COLORADO APPLICANTS: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

NOTICE TO FLORIDA APPLICANTS: Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

NOTICE TO KENTUCKY APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

NOTICE TO MAINE APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

NOTICE TO NEW JERSEY APPLICANTS: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NOTICE TO NEW MEXICO APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

NOTICE TO NEW YORK APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

NOTICE TO OHIO APPLICANTS: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

NOTICE TO OKLAHOMA APPLICANTS: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

NOTICE TO PENNSYLVANIA APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

NOTICE TO TENNESSEE & VIRGINIA APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

INDIVIDUAL APPLICATION: Psychologist Professional Liability

For Psychologists Practicing Individually



Applying online at www.apait.org will expedite the approval and delivery of your policy. You may complete the application below if you do not have Internet access.

Underwritten by: **ACE American Insurance Company**

A. Please type or print clearly in black ink.

B. Answer ALL questions completely. If any question or part of a question does not apply, print "N/A" in space. LEAVE NO BLANKS.

A 1: Please complete this section: Dr. Mr. Mrs. Ms.

Name: _____

Degree: _____ Graduation Date: _____ / _____ / _____
Month Day Year

Address: _____

City: _____ State: _____ Zip: _____

Please attach a copy of your business letterhead.

Daytime phone number: (_____) _____

FAX number: (_____) _____

E-mail address: _____

Date of birth: _____ / _____ / _____ Social Security No.: _____
Month Day Year

I prefer to have policy and renewal materials sent to me via (select one):

E-mail (fastest) US Postal Service

I request my insurance coverage become effective on: _____ / _____ / _____
Month Day Year

(This date may not be earlier than the date the application is received by TRMS and not more than 90 days from the date of this application.)

APA membership number: _____

I have applied for membership and my membership application is pending.

APA membership or pending membership is only required prior to the issuance of your first policy with the Trust-sponsored Professional Liability Program. If you are unsure of your APA member number, please call 1-800-374-2721, ext 5580.

2. This program is for licensed psychologists or those working toward licensure.

Please indicate which of the three options best apply to you:

I am a licensed psychologist. License number: _____

I am working under supervision where the goal is to become a licensed psychologist. Expected license date: _____ / _____ / _____
Month Day Year

I am working in a field of psychology where I am not required to be a licensed psychologist. Describe your field of practice: _____

3. How many hours per week do you work? (This number should be based on the average number of hours per week over the course of a year. Please include all hours associated with professional duties.)

a. Hours working in providing clinical services (including report writing, note time etc.) _____

b. Hours supervising others working under your license. _____

c. Hours working as a consultant, coach, I/O psychologist or other non-clinical psychological work. _____

d. Hours working as Researcher or Academician. _____

e. Hours working as an employee, owner, or partner providing any of the above services (not already accounted for) _____

f. Other: Describe _____ _____

Total Number of Weekly Hours _____

4. Business Type:

a. Are you an owner or principal of a business entity that has more than one individual providing professional services (other than independent contractors)? Yes No If "Yes," you must complete a Group Application. If "No," please continue to complete this Application.

b. Are you currently in an office sharing arrangement other than described in the question above? Yes No (Answer "No" if you are an employee or independent contractor with no ownership or control over this practice.)

If "Yes," please also complete the Group Office Sharing Questionnaire.

List any business entities of which you are the sole owner that should be added to your policy that provide psychological or other associated professional services:

Name	Address
_____	_____
_____	_____

Do you have an "Also Known As" name (AKA) or "Doing Business As" name (DBA) for your individual practice? Yes No

If Yes, list the AKA/DBA name(s): _____

B 1. Please indicate the following type of coverage (IMPORTANT: please select one of these options):

Claims Made Occurrence

• A **Claims Made** policy provides coverage for incidents that occur after the retroactive date, provided that the claim is made and reported during the policy period. Claims filed after the policy period will only be covered by obtaining an Extended Reporting Period (also referred to as a "Tail").

• An **Occurrence** policy provides coverage for any incidents that occur during the policy period – regardless of when the claim may be filed.

For an explanation of the difference between the two coverage options, please refer to the Trust Professional Liability Program brochure or call 1-877-637-9700.

2. Select a Limit of Liability (Please review any contracts you have that may require a specific Limit of Liability):

- \$1,000,000 Each Incident/ \$1,000,000 Aggregate
- \$1,000,000 Each Incident/ \$3,000,000 Aggregate
- \$2,000,000 Each Incident/ \$4,000,000 Aggregate

For a complete listing of all limits offered, see enclosed rate sheet, or call 1-877-637-9700, and enter the amount.

_____ Each Incident/ _____ Aggregate

3. Select a Reimbursement Limit for Licensing Board Defense and Other Governmental Regulatory Body Defense:

The Trust Program provides \$5,000 Licensing Board Defense and \$5,000 Other Governmental Regulatory Body Defense reimbursement limits. To increase these reimbursement limits please choose from the following options:

- \$50,000 Licensing Board Defense Reimbursement / \$10,000 Other Governmental Regulatory Body Defense Reimbursement (\$45 additional premium)
- \$25,000 Licensing Board Defense Reimbursement / \$7,500 Other Governmental Regulatory Body Defense Reimbursement (\$35 additional premium)
- No Increase

4. Wrongful Employment Practices Liability Insurance (EPLI) coverage:

The Trust Program provides \$5,000 EPLI coverage. You may increase this coverage to \$15,000. The premium to increase EPLI coverage is \$15 per employee and is only available when there are fewer than 15 individuals in the practice.

Would you like to increase this coverage? Yes No

If "Yes," please complete the enclosed Wrongful Employment Practices Liability Insurance Supplement.

5. Risk Management or Continuing Education discount:

- a. Have you received continuing education credit for attending the live Trust-sponsored Risk Management Workshop within the past 15 months? Yes No
- b. Have you received at least 6 hours of continuing education credit for a Trust-sponsored Independent Study Course within the past 15 months? Yes No
- c. Have you received 4 hours or more continuing education credits from an APA-approved CE sponsor within the past 15 months? Yes No

If you have answered "Yes" to any of the above, please include a copy of the appropriate continuing education certificates.

6. INDIANA & LOUISIANA LICENSEES ONLY:

Do you want to participate in the state patient compensation fund? Yes No

If "Yes," please call 1-877-637-9700 for applicable rates.

C

1. List the name and address of each party with whom you maintain contracts that REQUIRE such party be added as an Additional Insured on your insurance policy:

Name	Address	City	State	Zip	Landlord (Y/N)

Include only those parties that insist on this requirement. Additional premium will be charged for each party under contract for which coverage is requested. The policy includes limited coverage for your landlord at no additional cost.

2. List the names of all your independent contractors:

You will be charged additional premium for each independent contractor due to the added exposure. There is no coverage provided under the policy for the independent contractor. The independent contractor must have their own professional liability policy and you must submit proof of his or her current coverage.

Name	Occupation	Address	City	State	Zip

3. Check all the specific types of services provided by applicant for this insurance:

(If you do not believe that your practice fits into any of the following categories, please attach a brief written description of the services you provide.)

- | | | | |
|--|--|---|--|
| <input type="checkbox"/> Forensic Evaluation | <input type="checkbox"/> Child Custody | <input type="checkbox"/> Mediation | <input type="checkbox"/> Parent Coordination |
| <input type="checkbox"/> Marriage and Family Therapy | <input type="checkbox"/> Group Therapy | <input type="checkbox"/> Behavioral Therapy | <input type="checkbox"/> Psychotherapy |
| <input type="checkbox"/> Counseling | <input type="checkbox"/> Assessment | <input type="checkbox"/> Hypnotherapy | <input type="checkbox"/> Psychoanalysis |
| <input type="checkbox"/> Testing & Neurological Evaluation | <input type="checkbox"/> Consultation | <input type="checkbox"/> Supervision | <input type="checkbox"/> Industrial and Organizational |
| <input type="checkbox"/> Teaching and Research | <input type="checkbox"/> Other – please describe _____ | | |

Who are your primary clients?

- Children
- Adolescents
- Adults
- Corporations

D Please answer all of the following:

1. Have you had any Claims or are you aware of any circumstances that may result in a Claim arising out of your professional services (including incidents or occurrences reported to your prior carrier)?
 Yes No
2. Have you been sanctioned or are you currently under review by any professional ethics body, state licensing board or other regulatory body or ever had your license revoked or suspended?
 Yes No

(If you answered "Yes" to 1 or 2, please complete the Claim Supplement Form for each.)

3. Have you been investigated for any HIPAA Privacy Rule violation or Medicare or Medicaid payment violation or are you aware of any such violation that may result in an investigation or proceeding before the United States Department of Health and Human Services (HHS) or its designee, or any state?
 Yes No
4. Have you been declined, canceled or nonrenewed by an insurance company for similar insurance? (MISSOURI APPLICANTS—DO NOT ANSWER.)
 Yes No
5. Have you been convicted of a criminal offense?
 Yes No
6. Have you had your membership in any professional organization refused, suspended or revoked or received any official reprimand from any professional organization?
 Yes No
7. Have you had any hospital restrict, reduce or suspend your privileges or invoke probation?
 Yes No

(If you answered "Yes" to questions 3 through 7, please provide more information on a separate sheet of your letterhead and provide ALL available documentation.)

E Psychologist Prescription Privileges:

- Have you applied for prescriptive privileges from any State Licensure Board(s) or are you currently licensed to prescribe?
 Yes No

F Professional Liability Insurance:

1. Have you had Professional Liability Insurance (excluding student coverage) in the past 5 years?
 Yes No If "No," please skip to section G.
If "Yes," please list the Named Insured as shown on your current (or most recent) insurance policy: _____
2. Was your previous coverage written in the name of your employer?
 Yes No If "Yes," please skip to section G.
3. Was this prior policy with the Trust?
 Yes No If "No," please provide carrier name: _____
4. Type of Policy: Claims Made Occurrence
If "Claims Made," did you purchase an Extended Reporting Period or Tail?
 Yes No If "Yes," please include a copy of your Extended Reporting Period or Tail.
5. Please provide the following information related to your previous policy:

Effective Date: _____/_____/_____

Expiration Date: _____/_____/_____

Per Incident Limit: _____

Aggregate Limit _____

Please submit a copy of your most recent Declarations page. If the policy was Claims Made, this must include your Prior Acts Date or Retroactive Date. If you have any questions, please call TRMS toll-free at 1-877-637-9700.

G Please read, sign and date:

In order to enhance the stability of the Professional Liability Insurance Program, the Trust has formed a purchasing group located and domiciled in Illinois pursuant to legislation enacted by Congress known as the Federal Liability Risk Retention Act of 1986. Coverage will be provided to the purchasing group by ACE American Insurance Company. Once this application has been approved and the premium has been received, you will automatically become a member of the Psychologists Purchasing Group Association and obtain the insurance coverage afforded through the Purchasing Group policy on an annual term, by issuance to you of a copy of the Purchasing Group policy and/or a certificate of insurance.

I understand that the following are not covered by this insurance: physician, surgeon, dentist, surgeon's/physician's assistant, perfusionist, electroneurodiagnostic technologist, or cytotechnologist. I understand that these professional occupations are excluded from coverage. I understand I am not covered as a proprietor, owner, partner, manager, superintendent or officer of any hospital, sanitarium, medical clinic, health maintenance organization, managed care facility or network. I understand that this insurance will not apply for any owners who have proprietor or financial interest in any residential/overnight facility except in the delivery of professional services. The insurance described herein is subject to all terms, conditions and exclusions of the policy.

This application is subject to the underwriter's approval. Your completion of this application and premium payment does not obligate the insurance company to issue you insurance coverage. Coverage will become effective following approval of your application and clearance of your premium.

YOUR APPLICATION CANNOT BE PROCESSED UNLESS COMPLETED IN ITS ENTIRETY.

The applicant declares the information contained in the application and any attachments hereto is/are true and complete and that no material facts have been concealed, suppressed, misstated or misrepresented. Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act. I agree to abide by the ethical standards of the American Psychological Association, including those standards relating to sexual intimacies with clients, dual relationships with clients and consultation with other psychologists/professionals.

I understand that the insurance applied for provides coverage for covered claims; for Occurrence applicants: as a result of acts that occur while the policy is in force; for Claims Made applicants: that are first made and reported to the company during the policy period for acts that occur after the policy's retroactive date and prior to the expiration date of the policy.

The undersigned acknowledges and agrees that information contained in this application, as well as subsequent information released in the underwriting or claim settlement process may be shared with the Trust for the purpose of their advocating on your behalf or development of risk management materials. For purposes of risk management materials, individual confidentiality will be protected.

The applicant agrees if the insurance coverage applied for is written, that this application and any attachments are deemed attached to and incorporated into the policy.

SIGNATURE OF APPLICANT **X** _____ DATE **X** _____

(This must be signed by the individual applying for insurance. Signature stamps are not acceptable.)

How did you hear about the Trust?

- APA Brochure
- APA Graduate Students
- APA Membership
- APA Monitor Ad
- Other: _____
- APA Web site
- Colleague/Word of mouth
- Convention
- Direct Mail
- E-mail
- Employer
- Internet Search
- Newsletter/Periodical
- Previous Professional Policy
- Previous Student Policy
- Professional Organization
- University Program

Comments: _____

Please return your completed application and a copy of your business card or letterhead to:

**Trust Risk Management Services, Inc.,
1791 Paysphere Circle
Chicago, IL 60674**

For faster service, fax your application to 1-877-251-5111. If replacing coverage, please return your application at least 30 days before your expiration date. Please type or print clearly. Answer ALL questions completely.

Underwritten by ACE American Insurance Company. Administered by Trust Risk Management Services, Inc. (Florida Producer H. Stuart Benas License# E013597). The completion of this application or the tendering of premium does not bind coverage. The application is subject to the Company's Underwriting Rules.

If you have any questions, please call TRMS toll-free at 1-877-637-9700 or E-mail TRMS at info@trustrms.com

If you prefer to pay by credit card, we accept Visa and Mastercard. Please provide credit card information in the space below if payment by credit card is desired.

VISA  MASTERCARD 

Name on Card: _____

Signature: _____

Card Number: _____ - _____ - _____ - _____

Exp Date (MM/YY): ____/____/____ Amount: _____

Credit Card Billing Address: _____ Same as Above

GROUP APPLICATION: Psychologist Professional Liability



A. Please type or print clearly in black ink.

Underwritten by: ACE American Insurance Company

B. Answer ALL questions completely. If any question or part of a question doesn't apply, print "N/A" in space. LEAVE NO BLANKS.

A Please complete this section:

Dr. Mr. Mrs. Ms.

Name of Primary Applicant: _____

(must be a psychologist and the same individual who signs the application)

Degree: _____

Address: _____

City: _____ State: _____ Zip: _____

Please attach a copy of your business letterhead.

Daytime phone number: (_____) _____

FAX number: (_____) _____

E-mail address: _____

Date of birth: ____/____/____ Social Security No.: _____
Month Day Year

APA membership number: _____

I have applied for membership and my membership application is pending.

APA membership or pending membership is only required prior to the issuance of your first policy with the Trust-sponsored Professional Liability Program. If you are unsure of your APA member number, please call 1-800-374-2721, ext 5580.

I request my insurance coverage become effective on: ____/____/____
Month Day Year

(This date may not be earlier than the date the application is received by

TRMS and not more than 90 days from the date of this application.)

I prefer to have policy and renewal materials sent to me via (select one):

E-mail (fastest) US Postal Service

Entity Information:

Are you an owner or principal of your business entity that has more than one individual providing professional services (other than independent contractors)? Yes No

If you have answered "No," please complete an Individual Application.

If you have answered "Yes," please continue to complete this Application.

Name of Group or Entity: _____

(This entity will become the Named Insured on the policy and will be listed on the policy Declarations page.)

Contact Name if different than Primary Applicant (e.g., office manager): _____

Date entity established: ____/____/____
Month Day Year

List any other affiliated or subsidiary business entities, "Also Known As" names or "Doing Business As" names that provide psychological or other associated professional services:

Name

Address

B 1. Please indicate the following type of coverage (IMPORTANT: please select one of these options):

Claims Made Occurrence

• A **Claims Made** policy provides coverage for incidents that occur after the retroactive date, provided that the claim is made and reported during the policy period. Claims filed after the policy period will only be covered by obtaining an Extended Reporting Period (also referred to as a "Tail").

• An **Occurrence** policy provides coverage for any incidents that occur during the policy period – regardless of when the claim may be filed.

For an explanation of the difference between the two coverage options, please refer to the program brochure or call 1-877-637-9700.

2. Select a Limit of Liability (Please review any contracts you have that may require a specific Limit of Liability):

\$1,000,000 Each Incident/ \$1,000,000 Aggregate

\$1,000,000 Each Incident/ \$3,000,000 Aggregate

\$2,000,000 Each Incident/ \$4,000,000 Aggregate

For a complete listing of all limits offered, see enclosed rate sheet, or call 1-877-637-9700, and enter the amount.

_____ Each Incident/ _____ Aggregate

3. Select a Reimbursement Limit for Licensing Board Defense and Other Governmental Regulatory Body Defense:

The Trust Program provides \$5,000 Licensing Board Defense and \$5,000 Other Governmental Regulatory Body Defense reimbursement limits. To increase these reimbursement limits please choose from the following options:

\$50,000 Licensing Board Defense Reimbursement / \$10,000 Other Governmental Regulatory Body Defense Reimbursement (\$45 additional premium)

\$25,000 Licensing Board Defense Reimbursement / \$7,500 Other Governmental Regulatory Body Defense Reimbursement (\$35 additional premium)

No Increase

4. Wrongful Employment Practices Liability Insurance (EPLI) coverage:

The Trust Program provides \$5,000 EPLI coverage. You may increase this coverage to \$15,000. The premium to increase EPLI coverage is \$15 per employee and is only available when there are fewer than 15 individuals in the practice.

Would you like to increase this coverage? Yes No

If "Yes," please complete the enclosed Wrongful Employment Practices Liability Insurance Supplement.

5. Risk Management or Continuing Education discount:

Has 50% or more of your group completed one of the following within the past 15 months:

- 1. The live Trust-sponsored Risk Management Workshop? Yes No
- 2. At least six hours of continuing education credit for a Trust-sponsored Independent Study Course? Yes No
- 3. Four hours or more of continuing education credits from an APA-approved CE sponsor? Yes No

If you have answered "Yes" to any of the above, please include a copy of the appropriate continuing education certificates.

6. INDIANA & LOUISIANA LICENSEES ONLY:

Do you want to participate in the state Patient Compensation Fund (PCF)? Yes No

Please indicate which Psychologists (*owners/employees*) would like to enroll for individual PCF Coverage:

Is the entity you have listed for insurance authorized to do business in your state? Yes No

If "Yes," would your group like to participate in group level PCF coverage? Yes No

Group level coverage would include employees you have not enrolled at the individual level or employees that are not otherwise qualified to enroll in PCF at the individual level. If you have any additional questions regarding PCF, please contact us at 1-877-637-9700.

C

1. List all owners, partners or corporate officers who are active in the delivery of psychological or other associated professional services (Please include person named as Primary Applicant in Section A):

Name	Degree	Describe the Field of Practice	License Number	APA Member Number	Hire Date	Number of hours worked per week

2. Have any of the owners, partners or corporate officers listed in C1 had Professional Liability Insurance in the past five years?

Yes No If "Yes," complete this section.

Prior coverage information for owners, partners or corporate officers listed in C1:

Name	Prior Carrier	Type of Policy	Effective and Expiration Dates	Limit of Liability	Retroactive Date (if applicable)

Has anyone obtained an Extended Reporting Period (ERP) or Tail? Yes No If "Yes," please submit proof of ERP with application.

Please submit copies of the most recent Declarations page(s). If the policy was Claims Made, this must include your Prior Acts Date or Retroactive Date.

3. Provide the following information for all employees in the group/entity that are not clerical employees: (Do not include those listed in C1.)

Name	Degree	Describe the Field of Practice	License Number	APA Member Number	Hire Date	Number of hours worked per week as an employee of the group

4. List the names of all your independent contractors:

You will be charged additional premium for each independent contractor due to the added exposure. There is no coverage provided under the policy for the independent contractor. The independent contractor must have his or her own professional liability policy and you must submit proof of his or her current coverage.

Name	Occupation	Address	City	State	Zip

5. If you listed any Physicians or Nurses in C1 or C3, please provide a copy of their Medical Malpractice Declarations page and a brief description of the services they provide.

6. Check all the specific types of services provided:

(If you do not believe that your practice fits into any of the following categories, please attach a brief written description of the services you provide.)

- | | | | |
|--|--|---|--|
| <input type="checkbox"/> Forensic Evaluation | <input type="checkbox"/> Child Custody | <input type="checkbox"/> Mediation | <input type="checkbox"/> Parent Coordination |
| <input type="checkbox"/> Marriage and Family Therapy | <input type="checkbox"/> Group Therapy | <input type="checkbox"/> Behavioral Therapy | <input type="checkbox"/> Psychotherapy |
| <input type="checkbox"/> Counseling | <input type="checkbox"/> Assessment | <input type="checkbox"/> Hypnotherapy | <input type="checkbox"/> Psychoanalysis |
| <input type="checkbox"/> Testing & Neurological Evaluation | <input type="checkbox"/> Consultation | <input type="checkbox"/> Supervision | <input type="checkbox"/> Industrial and Organizational |
| <input type="checkbox"/> Teaching and Research | <input type="checkbox"/> Other – please describe _____ | | |

Who are your primary clients?

- | | | | |
|-----------------------------------|--------------------------------------|---------------------------------|---------------------------------------|
| <input type="checkbox"/> Children | <input type="checkbox"/> Adolescents | <input type="checkbox"/> Adults | <input type="checkbox"/> Corporations |
|-----------------------------------|--------------------------------------|---------------------------------|---------------------------------------|

7. List the name and address of each party with whom you maintain contracts that REQUIRE such party be added as an Additional Insured on your insurance policy:

Name	Address	City	State	Zip	Landlord (Y/N)

Include only those parties that insist on this requirement. Additional premium will be charged for each party under contract for which coverage is requested. The policy includes limited coverage for your landlord at no additional cost.

D Please answer all of the following:

1. Has anyone in your group had any Claims or are you or anyone in your group aware of any circumstances that may result in a Claim arising out of professional services (including incidents or occurrences reported to your prior carriers)?

- Yes No

2. Has anyone in your group been sanctioned by or are currently being reviewed by any professional ethics body, state licensing board or other regulatory body or ever had their license revoked or suspended?

- Yes No

(If you answered "Yes," to 1 or 2, please complete the Claim Supplement Form for each incident.)

3. Has anyone in your group been investigated for any HIPAA Privacy Rule violation or Medicare or Medicaid payment violation or are you aware of any such violation that may result in an investigation or proceeding before the United States Department of Health and Human Services (HHS) or its designee, or any state?

- Yes No

4. Has anyone in your group been declined, canceled or nonrenewed by an insurance company for similar insurance?
(MISSOURI APPLICANTS – DO NOT ANSWER)

- Yes No

5. Has anyone in your group been convicted of a criminal offense?

- Yes No

6. Has anyone in your group had membership in any professional organization refused, suspended or revoked or received any official reprimand from any professional organization?

- Yes No

7. Has anyone in your group had any hospital restrict, reduce or suspend privileges or invoke probation?

- Yes No

(If you answered "Yes" to questions 3 through 7, please provide more information on a separate sheet of your letterhead and provide ALL available documentation.)

E Psychologist Prescription Privileges:

Has anyone in your group applied for prescriptive privileges from any State Licensure Board(s) or is anyone currently licensed to prescribe?

- Yes No

F Please read, sign and date:

In order to enhance the stability of the Professional Liability Insurance Program, the Trust has formed a purchasing group located and domiciled in Illinois pursuant to legislation enacted by Congress known as the Federal Liability Risk Retention Act of 1986. Coverage will be provided to the purchasing group by ACE American Insurance Company. Once this application has been approved and the premium has been received, you will automatically become a member of the Psychologists Purchasing Group Association and obtain the insurance coverage afforded through the Purchasing Group policy on an annual term, by issuance to you of a copy of the Purchasing Group policy and/or a certificate of insurance.

I/We understand that the following are not covered by this insurance: physician, surgeon, dentist, surgeon's/physician's assistant, perfusionist, electroneurodiagnostic technologist, or cytotechnologist. I/We understand that these professional occupations are excluded from coverage. I/We understand I/we am/are not covered as a proprietor, owner, partner, manager, superintendent or officer of any hospital, sanitarium, medical clinic, health maintenance organization, managed care facility or network. I/We understand that this insurance will not apply for any owners who have proprietor or financial interest in any residential/overnight facility except in the delivery of professional services. The insurance described herein is subject to all terms, conditions and exclusions of the policy.

This application is subject to the underwriter's approval. Your completion of this application and premium payment does not obligate the insurance company to issue you insurance coverage. Coverage will become effective following approval of your application and clearance of your premium.

YOUR APPLICATION CANNOT BE PROCESSED UNLESS COMPLETED IN ITS ENTIRETY.

The applicant declares the information contained in the application and any attachments hereto is/are true and complete and that no material facts have been concealed, suppressed, misrepresented or misstated. Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act. We agree to abide by the ethical standards of the American Psychological Association, including those standards relating to sexual intimacies with clients, dual relationships with clients and consultation with other psychologists/professionals.

I/We understand that the insurance applied for provides coverage for covered claims; for Occurrence applicants: as a result of acts that occur while the policy is in force; for Claims Made applicants: that are first made and reported to the company during the policy period for acts that occur after the policy's retroactive date and prior to the expiration date of the policy.

The undersigned acknowledges and agrees that information contained in this application, as well as subsequent information released in the underwriting or claim settlement process may be shared with the Trust for the purpose of their advocating on your behalf or development of risk management materials. For purposes of risk management materials, individual confidentiality will be protected.

The applicant agrees if the insurance coverage applied for is written, that this application and any attachments are deemed attached to and incorporated into the policy.

SIGNATURE OF APPLICANT **X** _____ DATE **X** _____

(This must be signed by the Primary Applicant. Signature stamps are not acceptable.)

How did you hear about the Trust?

- APA Brochure
- APA Graduate Students
- APA Membership
- APA Monitor Ad
- Other: _____
- APA Web site
- Colleague/Word of mouth
- Convention
- Direct Mail
- E-mail
- Employer
- Internet Search
- Newsletter/Periodical
- Previous Professional Policy
- Previous Student Policy
- Professional Organization
- University Program

Comments:

A premium quotation will be provided upon receipt of all information and underwriting. Please return your completed application and a copy of your business card or letterhead to:

**Trust Risk Management Services, Inc.
1791 Paysphere Circle
Chicago, IL 60674**

**For faster service, fax your application to 1-877-251-5111.
If replacing coverage, please return your application at least 30 days before your expiration date.
Please type or print clearly. Answer ALL questions completely.**

Underwritten by ACE American Insurance Company. Administered by Trust Risk Management Services, Inc. (Florida Producer H. Stuart Benas License# E013597). The completion of this application or the tendering of premium does not bind coverage. The application is subject to the Company's Underwriting Rules.

If you have any questions, please call TRMS toll-free at 1-877-637-9700 or E-mail TRMS at info@trustrms.com

E Professional Liability Insurance

1. Have you had Professional Liability Insurance (excluding student coverage) in the past 5 years?

Yes No If "No," please skip to section F.

Please list the Named Insured as shown on your current (or most recent) insurance policy: _____

2. Was your previous coverage written in the name of your employer?

Yes No If "Yes," please skip to section F.

3. Was this prior policy with the Trust?

Yes No If "No," please provide carrier name: _____

4. Type of Policy: Claims Made Occurrence

If Claims Made, did you purchase an Extended Reporting Period or Tail?

Yes No If "Yes," please include a copy of your Extended Reporting Period or Tail.

5. Please provide the following information related to your previous policy:

Effective Date: _____ / _____ / _____ Expiration Date: _____ / _____ / _____
Month Day Year Month Day Year

Per Incident Limit: _____ Aggregate Limit _____

Please submit a copy of your most recent Declarations page. If the policy was Claims Made, this must include your Prior Acts Date or Retroactive Date.

F Please read, sign and date:

In order to enhance the stability of the Professional Liability Insurance Program, the Trust has formed a purchasing group located and domiciled in Illinois pursuant to legislation enacted by Congress known as the Federal Liability Risk Retention Act of 1986. Coverage will be provided to the purchasing group by ACE American Insurance Company. Once this application has been approved and the premium has been received, you will automatically become a member of the Psychologists Purchasing Group Association and obtain the insurance coverage afforded through the Purchasing Group policy on an annual term, by issuance to you of a copy of the Purchasing Group policy and/or a certificate of insurance.

The insurance described herein is subject to all terms, conditions and exclusions of the policy. I understand that I am only covered by this insurance as a Research, Academic or Educational Psychologist. I understand that coverage is NOT provided for any direct psychological services, including testing and personnel assessment, unless the expanded protection option is selected and then only those psychological services required by my Academic Institution.

This application is subject to the underwriter's approval. Your completion of this application and premium payment does not obligate the insurance company to issue you insurance coverage. Coverage will become effective following approval of your application and clearance of your premium.

YOUR APPLICATION CANNOT BE PROCESSED UNLESS COMPLETED IN ITS ENTIRETY.

The applicant declares the information contained in the application and any attachments hereto is true and complete and that no material facts have been concealed, suppressed, misrepresented or misstated. Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act. I agree to abide by the ethical standards of the American Psychological Association, including those standards relating to sexual intimacies with clients, dual relationships with clients and consultation with other psychologists/professionals.

I understand that the insurance applied for provides coverage for covered claims that are first made and reported to the company during the policy period for acts that occur after the policy's retroactive date and prior to the expiration date of the policy.

The undersigned acknowledges and agrees that information contained in this application, as well as subsequent information released in the underwriting or claim settlement process may be shared with the Trust for the purpose of their advocating on your behalf or development of risk management materials. For purposes of risk management materials, individual confidentiality will be protected.

The applicant agrees if the insurance coverage applied for is written, that this application and any attachments are deemed attached to and incorporated into the policy.

SIGNATURE OF APPLICANT **X** _____ DATE **X** _____

(This must be signed by the individual applying for insurance. Signature stamps are not acceptable.)

How did you hear about the Trust?

- | | | | |
|---|--|--|---|
| <input type="checkbox"/> APA Brochure | <input type="checkbox"/> APA Web site | <input type="checkbox"/> E-mail | <input type="checkbox"/> Previous Professional Policy |
| <input type="checkbox"/> APA Graduate Students | <input type="checkbox"/> Colleague/Word of mouth | <input type="checkbox"/> Employer | <input type="checkbox"/> Previous Student Policy |
| <input type="checkbox"/> APA Membership | <input type="checkbox"/> Convention | <input type="checkbox"/> Internet Search | <input type="checkbox"/> Professional Organization |
| <input type="checkbox"/> APA Monitor Ad | <input type="checkbox"/> Direct Mail | <input type="checkbox"/> Newsletter/Periodical | <input type="checkbox"/> University Program |
| <input type="checkbox"/> Other: _____ Comments: _____ | | | |

Please return your completed application and a copy of your business card or letterhead to:

**Trust Risk Management Services, Inc.,
1791 Paysphere Circle, Chicago, IL 60674**

For faster service, fax your application to 1-877-251-5111. If replacing coverage, please return your application at least 30 days before your expiration date. Please type or print clearly. Answer ALL questions completely.

Underwritten by ACE American Insurance Company. Administered by Trust Risk Management Services, Inc. (Florida Producer H. Stuart Benas License# E013597). The completion of this application or the tendering of premium does not bind coverage. The application is subject to the Company's Underwriting Rules.

If you have any questions, please call TRMS toll-free at 1-877-637-9700 or E-mail TRMS at info@trustrms.com

If you prefer to pay by credit card, we accept Visa and Mastercard. Please provide credit card information in the space below if payment by credit card is desired.

VISA  MASTERCARD 

Name on Card: _____

Signature: _____

Card Number: _____ - _____ - _____

Exp Date (MM/YY): _____ / _____ Amount: _____

Credit Card Billing Address: _____ Same as Above

Psychology Student Liability Application



Applying online at www.apait.org will expedite the approval and delivery of your policy. You may complete the application below if you do not have Internet access.

Underwritten by:
ACE American Insurance Company

A. Please type or print clearly in black ink.

B. Answer ALL questions completely. LEAVE NO BLANKS. If any question or part of a question doesn't apply, print "N/A" in space. (Failure to include your payment or answer ALL questions may delay our ability to process this application, which may result in a gap in coverage.)

A Please complete this section Mr. Mrs. Ms. Dr.

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Daytime phone number: (_____) _____

FAX number: (_____) _____

E-mail address: _____

Date of birth: ____/____/____ Social Security No.: _____

Month Day Year

I prefer to have policy and renewal materials sent to me via (select one):
 E-mail (fastest) US Postal Service

I request my insurance coverage become effective on: ____/____/____
Month Day Year

(This date may not be earlier than the date the application is received by TRMS and not more than 90 days from the date of this application.)

APA student membership number: _____

I have applied for membership and my membership application is pending.

APA membership or pending membership is only required prior to the issuance of your first policy with the Trust-sponsored Professional Liability Program. If you are unsure of your APA member number, please call 1-800-374-2721, ext 5580.

B Academic Information:

Are you enrolled in a graduate psychology program? Yes No

Name of Academic Institution: _____

Academic program: _____

Expected date of graduation: ____/____/____
Month Day Year

C Limit of Liability (Please review the Limit of Liability requirements of your academic institution):

<u>Each Incident</u>	<u>Annual Aggregate</u>	<u>Annual Premium</u>
\$1,000,000	\$3,000,000	\$35

Please Note: This application is for an Occurrence policy. The Limit of Liability in effect at the time services are rendered will be the maximum amount available, regardless of when the Claim is made, subject to the terms and conditions of the policy.

D Please answer all of the following:

- Have you ever had a liability Claim or are you aware of any circumstances that may result in a Claim being made against you?
 Yes No
- Have you been declined, canceled or nonrenewed by an insurance company for similar insurance? (MISSOURI APPLICANTS – DO NOT ANSWER)
 Yes No
- Have you been sanctioned, reprimanded or disciplined by or are you currently under review by a state licensing board, ethics committee, school grievance committee or academic disciplinary board?
 Yes No

(If you answered "Yes" to questions 1 through 3, please provide an explanation and ALL available documentation.)

4 Please read, sign and date:

In order to enhance the stability of the Professional Liability Insurance Program, the Trust has formed a purchasing group located and domiciled in Illinois pursuant to legislation enacted by Congress known as the Federal Liability Risk Retention Act of 1986. Coverage will be provided to the purchasing group by ACE American Insurance Company. Once this application has been approved and the premium has been received, you will automatically become a member of the Psychologists Purchasing Group Association and obtain the insurance coverage afforded through the Purchasing Group policy on an annual term, by issuance to you of a copy of the Purchasing Group policy and/or a certificate of insurance.

I understand that I am not covered by this insurance if I am any of the following: physician, surgeon, dentist, surgeon's/physician's assistant, perfusionist, electroneurodiagnostic technologist, or cytotechnologist. I understand that these professional occupations are excluded from coverage. I understand I am not covered as a proprietor, owner, partner, manager, superintendent or officer of any hospital, sanitarium, medical clinic, health maintenance organization, managed care facility or network. I understand that this insurance will not apply for any owners who have proprietor or financial interest in any residential/overnight facility except in the delivery of professional services. The insurance described herein is subject to all terms, conditions and exclusions of the policy.

This application is subject to the underwriter's approval. Your completion of this application and premium payment does not obligate the insurance company to issue you insurance coverage. Coverage will become effective following approval of your application and clearance of your premium.

YOUR APPLICATION CANNOT BE PROCESSED UNLESS COMPLETED IN ITS ENTIRETY.

The applicant declares the information contained in the application and any attachments hereto is true and complete and that no material facts have been concealed, suppressed, misrepresented or misstated. Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act. I agree to abide by the ethical standards of the American Psychological Association, including those standards relating to sexual intimacies with clients, dual relationships with clients and consultation with other psychologists/professionals.

I understand that the insurance applied for provides coverage for covered claims as a result of acts that occur while the policy is in force. The undersigned acknowledges and agrees that information contained in this application, as well as subsequent information released in the underwriting or claim settlement process may be shared with the Trust for the purpose of their advocating on your behalf or development of risk management materials. For purposes of risk management materials, individual confidentiality will be protected.

The applicant agrees if the insurance coverage applied for is written, that this application and any attachments are deemed attached to and incorporated into the policy.

SIGNATURE OF APPLICANT **X** _____ DATE **X** _____

(This must be signed by the individual applying for insurance. Signature stamps are not acceptable.)

How did you hear about the Trust?

- | | | | |
|--|--|--|---|
| <input type="checkbox"/> APA Brochure | <input type="checkbox"/> APA Web site | <input type="checkbox"/> E-mail | <input type="checkbox"/> Previous Professional Policy |
| <input type="checkbox"/> APA Graduate Students | <input type="checkbox"/> Colleague/Word of mouth | <input type="checkbox"/> Employer | <input type="checkbox"/> Previous Student Policy |
| <input type="checkbox"/> APA Membership | <input type="checkbox"/> Convention | <input type="checkbox"/> Internet Search | <input type="checkbox"/> Professional Organization |
| <input type="checkbox"/> APA Monitor Ad | <input type="checkbox"/> Direct Mail | <input type="checkbox"/> Newsletter/Periodical | <input type="checkbox"/> University Program |
| <input type="checkbox"/> Other: _____ | | | |

Comments: _____

Please return your completed application and a copy of your business card or letterhead to:

Trust Risk Management Services, Inc.
1791 Paysphere Circle,
Chicago IL 60674

For faster service, fax your application to 1-877-251-5111. If replacing coverage, please return your application at least 30 days before your expiration date. Please type or print clearly. Answer ALL questions completely.

Underwritten by ACE American Insurance Company. Administered by Trust Risk Management Services, Inc. (Florida Producer H. Stuart Benas License# E013597). The completion of this application or the tendering of premium does not bind coverage. The application is subject to the Company's Underwriting Rules.

If you have any questions, please call TRMS toll-free at 1-877-637-9700 or E-mail TRMS at info@trustrms.com

If you prefer to pay by credit card, we accept Visa and Mastercard. Please provide credit card information in the space below if payment by credit card is desired.

VISA  MASTERCARD 
Name on Card: _____

Signature: _____

Card Number: _____

Exp Date (MM/YY): ____/____/____ Amount: _____

Credit Card Billing Address: _____ Same as Above



Psychologists' Professional Liability Policy Renewal Application Occurrence Coverage

Underwritten By: ACE American Insurance Company

**Please return your renewal application by: ~Data Field~
For expedited service please renew online at: ~ Data Field~**

~NAMED_INSURED_LINE1~ ~NAMED_INSURED_LINE2~ ~NAMED_INSURED_LINE3~ ~NAMED_INSURED_LINE4~ ~NAMED_INSURED_LINE5~	Policy/Certificate #: ~Data Field~ Renewal Effective Date: ~Data Field~ Phone #: ~Data Field~ Fax #: ~Data Field~ Email: ~Data Field~
---	---

Current Limits of Liability:
 Professional Liability: \$~Data Field~ Each Incident / \$~Data Field~ Aggregate
 Wrongful Employment Practices: \$~Data Field~ Aggregate

Current Reimbursements:
 Licensing Board Defense: \$~Data Field~ Per Proceeding
 Other Governmental Regulatory Body Defense: \$~Data Field~ Per Proceeding

If you would like to *increase* your Licensing Board Defense and other Governmental Regulatory Body Defense, please select one of the following options and include the amount shown with your premium payment.

Licensing Board Defense/Other Governmental Regulatory Body Defense

\$50,000 /\$10,000 (\$45 additional premium) *Maximum limits available*

\$25,000 /\$7,500 (\$35 additional premium)

Quote Summary:

The premium for each individual is listed beginning on page 2. Please note the premium is rounded to the nearest dollar (50 cents and over, round up; 49 cents and under, round down).

Base Premium:	\$~Data Field~
35% Part-Time Credit	\$~Data Field~
~data field~ % Continuing Education Credit	\$~Data Field~
~data field~ % Staff-Size Credit	\$~Data Field~
~data field~ % Pre-licensed Individual Under Supervision Credit, Year ~data field~ of 3	\$~Data Field~
~data field~ % Comprehensive Business Office Insurance Credit	\$~Data Field~
10% Vicarious Liability Surcharge	\$~Data Field~
Patient Compensation Fund Surcharge	\$~Data Field~
Licensing Board Defense/Other Governmental Regulatory Body Defense	\$~Data Field~
Wrongful Employment Practices	\$~Data Field~
Prescription Privileges Surcharge	\$~Data Field~
Underwriting Modification Factor	\$~Data Field~

Total Annual Premium \$~Data Field~

**YOU MUST ANSWER THE FOLLOWING MANDATORY QUESTIONS.
PLEASE SIGN AND DATE WHERE INDICATED.**

1. Have you or anyone in your group reported any Claims during the past 12 months or are you or anyone in your group aware of any circumstances that may result in a Claim arising out of professional services against you or anyone in your group? Yes No
2. Have you or anyone in your group been sanctioned or are you or anyone in your group currently under review by any professional ethics body, university disciplinary committee, state licensing board or other regulatory body or ever had a license revoked or suspended? Yes No
3. Are you or anyone in your group aware of any HIPAA Privacy Rule or Medicare or Medicaid payment violations that may result in an investigation or proceeding before the United States Department of Health and Human Services (HHS) or its designee, or any state? Yes No
4. Have you or anyone in your group applied for prescriptive privileges from any State Licensure Board(s) or is anyone currently licensed to prescribe? Yes No

If you answered "Yes" to any question, please submit a written explanation and supporting documentation with this application.

I declare the information contained herein and in any attachments hereto is true and that no material facts have been concealed, suppressed, misrepresented or misstated. Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act. The Company reserves its right to change or withdraw the terms and conditions on the application prior to the proposed renewal date if changes material to the underwriting of the application are presented.

The applicant agrees if the insurance coverage is renewed, that this renewal application and any attachments are deemed attached to and incorporated into the policy.

The Trust-sponsored Professional Liability Program is written through the Psychologists Purchasing Group Association and administered by Trust Risk Management Services, Inc. (Florida Producer: H. Stuart Benas, License No. #E013597)

Please sign, date and return this application, along with premium payment, to renew your policy.

Signature of Primary Named Insured ~Data Field~:

X _____

Date _____

Please verify that all information listed below is correct and make any necessary changes.

✓ FT = Full Time (greater than 20 hours per week) PT = Part-Time (20 hours or less per week)

✓ If you add an owner or employee, please contact TRMS at 1-877-637-9700.

Named Insured

~Name~

Owners	Degree	Hours	Premium
~Name~	~data~	~data~	\$ ~Prem~

Employees: Please include ONLY professional employees who are involved in the delivery of professional services and receive a W-2 form.

Name	Degree	Hours	Premium
~Name~	~data~	~data~	\$ ~Prem~
~Name~	~data~	~data~	\$ ~Prem~

Independent Contractors: Please include ONLY those professionals who are under contract with you and/or receive a 1099 form. **Please provide a copy of their current professional liability insurance.** *There is no coverage provided under the policy for the independent contractor.*

Name	Degree	Premium
~Name~	~data~	\$ ~Prem~

Psychologists' Professional Liability Policy Renewal Application (continued)

Policy/Certificate #: ~Data Field~

~Name~	~data~				\$ ~Prem~
Vicarious Parties: The following persons are rated as vicarious parties. Your group is covered for their professional actions, but each vicarious party must maintain their own malpractice insurance. Please provide a copy of their current professional liability insurance. This renewal cannot be issued without this documentation.					
Name	Degree	Type	Premium		
~Name~	~data~		~data~		\$ ~Prem~
Additional Insureds: Please include ONLY those who require an endorsement by contract.					
Name	Address	City	St	Zip	Premium
~Name~	~Address~	~City~	~St	~zp	\$ ~Prem~
~Name~	~Address~	~City~	~St	~zp	\$ ~Prem~
Additional Insured - Landlords: Please include ONLY those who require verification.					
Name	Address	City	St	Zip	
~Name~	~Address~	~City~	~St	~zp	
~Name~	~Address~	~City~	~St	~zp	
Certificate Holders: Please include those parties that require evidence of your insurance.					
Name	Address	City	St	Zip	
~Name~	~Address~	~City~	~St	~zp	
~Name~	~Address~	~City~	~St	~zp	
Additional Named Insured or "Also Known As"/"Doing Business As" (DBA).					
Name	Address	City	St	Zip	
~Name~	~Address~	~City~	~St	~zp	
~Name~	~Address~	~City~	~St	~zp	

Please select your preferred method of communication for delivery of policy documents:

Email (fastest) Email Address: ~Data Field~
 US Mail

PAYMENT OPTIONS:

Your annual renewal premium: \$ ~Data Field~ Policy/Certificate #: ~Data Field~

I accept the terms as indicated and wish to pay the premium as follows (please select an option):

\$ ~Data Field~ Full Annual Premium
 \$ ~Data Field~ Semi - Annual Premium
 \$ ~Data Field~ Per Installment Administrative Fee
 \$ ~Data Field~ Total Installment
 I agree to have future quarterly installments automatically billed to my credit card.
 \$ ~Data Field~ Quarterly Premium
 \$ ~Data Field~ Per Installment Administrative Fee
 \$ ~Data Field~ Total Installment

Please select a payment method:

Check Please make check payable to **TRMS** (Trust Risk Management Services, Inc.)
 Credit Card

Name on Credit Card: _____ **Credit Card Billing Address:** (Same as Above)

Psychologists' Professional Liability Policy Renewal Application (continued)

Policy/Certificate #: ~Data Field~

Credit Card #: _____ - _____ - _____ - _____	Street: _____
Credit Card Type: Circle One Visa MasterCard	City: _____
Credit Card Expiration Date: _____ / _____	State: _____ Zip: _____
Signature of Cardholder: _____	

A completed renewal application and the appropriate premium must be remitted to our office in one of the following methods by: ~data field~.

- For expedited service, please renew online at: ~Data Field~
OR
- Fax this renewal application to our customer service center at ~data field~ indicating your credit card information above
OR
- Mail this renewal application along with a check or your credit card information to:
TRMS (Trust Risk Management Services, Inc.)
~Address~
~City~ , ~St~ ~zip code~



Research or Academic Psychologist's Professional Liability Policy Renewal Application Claims Made Coverage

Underwritten By: ACE American Insurance Company

**Please return your renewal application by: ~Data Field~
For expedited service please renew online at: ~ Data Field~**

~NAMED_INSURED_LINE1~ ~NAMED_INSURED_LINE2~ ~NAMED_INSURED_LINE3~ ~NAMED_INSURED_LINE4~ ~NAMED_INSURED_LINE5~	Policy/Certificate #: ~Data Field~ Renewal Effective Date: ~Data Field~ Retroactive Date: ~Data Field~ Phone #: ~Data Field~ Fax #: ~Data Field~ Email: ~Data Field~
---	---

Your renewal premium: \$ ~Data Field~

Current Limits of Liability: \$~Data Field~ Each Incident / \$~Data Field~ Aggregate

Protection: ~Standard / Expanded~

**YOU MUST ANSWER THE FOLLOWING MANDATORY QUESTIONS.
PLEASE SIGN AND DATE WHERE INDICATED.**

1. **Have you reported any Claims made against you during the past 12 months or are you aware of any circumstances that may result in a Claim being made against you arising out of professional services?**

Yes No

2. **Have you been sanctioned or are you currently under review by any professional ethics body, university disciplinary committee, state licensing board or other regulatory body or ever had a license revoked or suspended?**

Yes No

3. **Are you aware of any HIPAA Privacy Rule or Medicare or Medicaid payment violations that may result in an investigation or proceeding before the United States Department of Health and Human Services (HHS) or its designee, or any state?**

Yes No

If you answered "Yes" to any question, please submit a written explanation and supporting documentation with this application.

I declare the information contained herein and in any attachments hereto is true and that no material facts have been concealed, suppressed, misrepresented or misstated. Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act. The Company reserves its right to change or withdraw the terms and conditions on the application prior to the proposed renewal date if changes material to the underwriting of the application are presented.

The applicant agrees if the insurance coverage is renewed, that this renewal application and any attachments are deemed attached to and incorporated into the policy.

The Trust-sponsored Professional Liability Program is written through the Psychologists Purchasing Group Association and administered by Trust Risk Management Services, Inc. (Florida Producer: H. Stuart Benas, License No. #E013597)

Please sign, date and return this application, along with premium payment, to renew your policy.

Signature of Named Insured: ~Data Field~

X _____ Date _____

Please select your preferred method of communication for delivery of policy documents:

Email (fastest) Email Address: ~Data Field~

US Mail

PAYMENT OPTIONS:

Your annual renewal premium: \$ ~Data Field~

Policy/Certificate #: ~Data Field~

I accept the terms as indicated and select the following payment method:

Check Please make check payable to **TRMS** (Trust Risk Management Services, Inc.)

Credit Card

Name on Credit Card: _____ **Credit Card Billing Address:** (Same as Above)

Credit Card #: _____ - _____ - _____ - _____ Street: _____

Credit Card Type: **Circle One** Visa MasterCard City: _____

Credit Card Expiration Date: _____ / _____ State: _____ Zip: _____

Signature of Cardholder: _____

A completed renewal application and the appropriate premium must be remitted to our office in one of the following methods by: ~data field~.

- For expedited service, please renew online at: ~Data Field~
OR
- Fax this renewal application to our customer service center at ~data field~ indicating your credit card information above
OR
- Mail this renewal application along with a check or your credit card information to:
TRMS (Trust Risk Management Services, Inc.)
~Address~
~City~, ~St~ ~zip code~



Psychology Student Liability Policy Renewal Application

Underwritten By: ACE American Insurance Company

**Please return your renewal application by: ~Data Field~
For expedited service please renew online at: ~ Data Field~**

~NAMED_INSURED_LINE1~ ~NAMED_INSURED_LINE2~ ~NAMED_INSURED_LINE3~ ~NAMED_INSURED_LINE4~ ~NAMED_INSURED_LINE5~	Policy/Certificate #: ~Data Field~ Renewal Effective Date: ~Data Field~ Phone #: ~Data Field~ Fax #: ~Data Field~ Email: ~Data Field~
---	---

Your renewal premium: \$ ~Data Field~

Limit of Liability: \$~Data Field~ Each Incident / \$~Data Field~ Aggregate

I am currently a student: Yes No I expect to graduate: _____ / _____

If you are no longer a student in the field of psychology, the Student Policy is not the appropriate form of coverage for you. You will need to apply for coverage as a Psychologist and your student policy will not be renewed.

**YOU MUST ANSWER THE FOLLOWING MANDATORY QUESTIONS.
PLEASE SIGN AND DATE WHERE INDICATED.**

1. **Have you reported any Claims during the past 12 months or are aware of any circumstances that may result in a Claim?** Yes No

2. **Have you been sanctioned, disciplined or reprimanded by or are you currently under review by a state licensing board, ethics committee, school grievance committee or academic disciplinary board?** Yes No

If you answered "Yes" to any question, please submit a written explanation and supporting documentation with this application.

I declare the information contained herein and in any attachments hereto is true and that no material facts have been concealed, suppressed, misrepresented or misstated. Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act. The Company reserves its right to change or withdraw the terms and conditions on the application prior to the proposed renewal date if changes material to the underwriting of the application are presented.

The applicant agrees if the insurance coverage is renewed, that this renewal application and any attachments are deemed attached to and incorporated into the policy.

The Trust-sponsored Professional Liability Program is written through the Psychologists Purchasing Group Association and administered by Trust Risk Management Services, Inc. (Florida Producer: H. Stuart Benas, License No. #E013597)

Please sign, date and return this application, along with premium payment, to renew your policy.

Signature of Named Insured: ~Data Field~

X _____ Date _____

Please select your preferred method of communication for delivery of policy documents:

Email (fastest) Email Address: ~Data Field~ US Mail

PAYMENT OPTIONS:

Your annual renewal premium: \$ ~Data Field~ Policy/Certificate #: ~Data Field~

I accept the terms as indicated and select the following payment method:

Check Please make check payable to **TRMS** (Trust Risk Management Services, Inc.)

Credit Card

Name on Credit Card: _____ **Credit Card Billing Address:** (Same as Above)

Credit Card #: _____ - _____ - _____ Street: _____

Credit Card Type: **Circle One** Visa MasterCard City: _____

Credit Card Expiration Date: ____/____ State: _____ Zip: _____

Signature of Cardholder: _____

A completed renewal application and the appropriate premium must be remitted to our office in one of the following methods by: ~data field~.

For expedited service, please renew online at: ~Data Field~
OR

Fax this renewal application to our customer service center at ~data field~ indicating your credit card information above
OR

Mail this renewal application along with a check or your credit card information to:
TRMS (Trust Risk Management Services, Inc.)
~Address~
~City~ , ~St~ ~zip code~

GROUP OFFICE SHARING QUESTIONNAIRE



IMPORTANT: This form is for individuals in an office sharing arrangement. It is designed to help assess liability risk and potential exposures. Please fill out the GROUP APPLICATION if you are seeking group coverage.

You do not need to complete this questionnaire if you are an employee or independent contractor with no ownership or control over this practice.

A Individual's Name: _____

If the public perceives that you practice in a group, that group and all associated members may be sued due to the actions of one of the members. The perceived group DOES NOT have to be a legal entity. To protect you and all the members, GROUP COVERAGE may be necessary.

B Please complete the following:

1. What is your relationship to the individuals or entities within the group office sharing arrangement?

- Sole Proprietor/Individual, I have no relationship with the individuals or entities
 Partner Corporation Owner Employee Independent Contractor

2. Is there a common or shared business name?

- Yes No

If "Yes," please list the common or shared business name:

Additionally, please list all individuals utilizing the common or shared business (*If you need additional space, please provide on a separate sheet of letterhead*):

Name	Degree	Relationship to the Group
_____	_____	_____

3. Do you advertise as a group?

- Yes No

If "Yes," please forward copies of brochures, business cards, letterhead and advertisements.

4. How is your practice identified when the phone is answered?

(Please supply a copy of your individual as well as the group's yellow page advertisements.)

5. How are clients billed?

- Individually Through the group

6. Does anyone in the office sharing arrangement run group sessions, seminars, etc., together?

- Yes No

If "Yes," please describe:

7. Are employees (other than clerical) and/or independent contractors shared between professionals within the office sharing arrangement?

- Yes No

8. Are contracts signed in a group name with other organizations (HMOs, PPOs)?

- Yes No

9. Are profits shared within the office sharing arrangement?

- Yes No

10. How do you file income taxes? _____

11. How long have you practiced within this office sharing arrangement? _____

12. Who controls the group name? _____

C I declare to the best of my knowledge the information contained in this form is true and complete and no material facts have been concealed, suppressed, misrepresented or misstated.

I understand that incorrect or incomplete information could delay processing.

I understand that this form becomes a part of my professional liability application and is subject to the same representations and conditions.

X _____ X _____

Signature of Applicant

Date

Please return the completed form to Trust Risk Management Services, Inc., 1791 Paysphere Circle, Chicago, IL 60674 or fax to 1-877-251-5111.

CLAIM SUPPLEMENT FORM



Submit one form for each Claim or Incident. Please attach a separate sheet if additional space is needed.

Name of Applicant or Insured: _____

Policy Number: _____

1. Name of individual(s) or group involved in the alleged Claim (i.e., a lawsuit or demand for money) or Incident (i.e., an event that is likely to lead to a Claim being filed): _____

2. Name of claimant (DO NOT PROVIDE ANY INDIVIDUAL'S NAME WHEN MAKING AN INCIDENT REPORT): _____

3. Please complete the following:

Type	✓	Status—Open or Closed	Date of Alleged Incident	Date Applicant Received Notice
Claim				
Board Complaint				
Incident		X		X

4. If closed, indicate date closed, total loss paid, who was responsible for the payments, and in what amounts (submit a loss run if available):

5. Additional defendants other than Applicant or Insured: _____

6. Name of any other insurer(s) notified of the Claim or Incident: _____

7. Claim number assigned by any other insurer(s): _____

8. Describe all relevant facts leading to the Claim or Incident and include all allegations. Please provide a copy of any legal documents (i.e., suit papers, board complaint, any written response, any settlement papers, dismissal, or final disposition).

9. Describe the steps taken to avoid similar future Claims: _____

— Please note we cannot process your application without this completed form. —

I/We declare the information contained in this Claim Supplement is true and complete and that no material facts have been concealed, suppressed, misrepresented or misstated. This Claim Supplement must contain the signature of the Primary Applicant or Primary Named Insured.

X _____ X _____
Signature of Applicant Date

Please return the completed form to Trust Risk Management Services, Inc., 1791 Paysphere Circle, Chicago, IL 60674 or fax to 1-877-251-5111.

WRONGFUL EMPLOYMENT PRACTICES LIABILITY Claim Supplement Form



1. Name of Individual(s) employed by the Applicant or Named Insured and involved with an alleged Wrongful Employment Practice Claim (Defendant(s)):

2. Name of Individual(s) making complaint (Plaintiff(s)):

3. Date of alleged Wrongful Employment Practice:

4. Date Insured/Applicant became aware of alleged Wrongful Employment Practice:

5. How did Insured/Applicant become aware? (Check one)

- a. Personally observed incident
- b. Verbal complaint from employee
- c. Written notice from employee or employee's attorney
- d. Verbal/written notice from someone other than employee
- e. Filing with state agency
- f. Filing with EEOC
- g. Receipt of lawsuit
- h. Other (please provide details)

6. Name of insurer(s) notified of the Claim (if any):

7. Has an attorney been involved? Yes No
If "Yes," attorney and Law Firm:

8. Present status of Claim: Closed Open

9. If "Closed," total damages paid: \$ Total expenses paid: \$

10. Indicate if filed with EEOC or State agency:

a. Has right to sue letter been issued? Yes No Date:

Date right to sue expires (or expired):

b. Has determination of fault been decided? Yes No

If "Yes," what was determined?

If employee has a right to sue, what date does (did) this expire?

11. Provide a detailed description of the complaint and any response:

12. Describe the steps taken to avoid similar future Wrongful Employment Practice Claims:

I/We declare the information contained in this Claim Supplement is true and complete and that no material facts have been concealed, suppressed, misrepresented or misstated. This Claim Supplement must contain the signature of the Primary Applicant or Primary Named Insured.

X _____ X _____
Signature of Applicant Date

Please return the completed form to Trust Risk Management Services, Inc., 1791 Paysphere Circle, Chicago, IL 60674 or fax to 1-877-251-5111.



ACE American Insurance Company

Psychologists' Professional Liability Occurrence Insurance Policy Declarations

PRODUCER NUMBER << >>

DATE OF ISSUE << >>

PSYCHOLOGISTS' PROFESSIONAL LIABILITY OCCURRENCE INSURANCE POLICY

THIS POLICY/CERTIFICATE IS ISSUED IN ASSOCIATION WITH THE PSYCHOLOGISTS PURCHASING GROUP ASSOCIATION

Item	POLICY/CERTIFICATE NUMBER: << >>			
1.	Named Insured: << >> Address: << >> City, State & Zip Code: << >>			
2.	Policy Period: From: << >> To: << >> 12:01 A.M. local time at the address shown in Item 1.			
3.	COVERAGE	LIMITS OF LIABILITY		PREMIUM
	Professional Liability	\$<< >> Each Incident	\$<< >> Aggregate	\$<< >>
	Wrongful Employment Practices		\$<< >> Aggregate	
	REIMBURSEMENTS			\$<< >>
	Licensing Board Defense	\$<< >> per Proceeding		
	Other Governmental Regulatory Body Defense	\$<< >> per Proceeding		
	Deposition Expense	\$5,000 per Insured		
Premises Medical Payment	\$2,500 per Person	\$75,000 Aggregate		
Assault and/or Battery		\$1,000 Aggregate		
Loss of Earnings	\$500 per Day, per Insured	\$15,000 Aggregate Per Incident		
Surcharge(s) << >>				\$<< >>
TOTAL				\$<< >>
4.	This policy is made and accepted subject to the printed conditions in this policy together with the provisions, stipulations and agreements contained in the following form(s) or endorsement(s). << >>			
5.	Notice of Claim should be sent to:		All other correspondence should be sent to:	
	<< >>		<< >>	
	<< >>		<< >>	
	<< >>		<< >>	
	<< >>		<< >>	
	<< >>		<< >>	
6.	REPRESENTATIVE:		Agent or broker: << >>	
			Office address: << >>	
			City, State, Zip: << >>	
			Website: << >>	
			Phone: << >>	



ACE American Insurance Company

Psychologists' Professional Liability
Claims Made Insurance
Policy Declarations

PRODUCER NUMBER << >>

DATE OF ISSUE << >>

**PSYCHOLOGISTS' PROFESSIONAL LIABILITY
CLAIMS MADE INSURANCE POLICY**

NOTICE: THIS IS A CLAIMS MADE POLICY, PLEASE READ THE POLICY CAREFULLY
THIS POLICY/CERTIFICATE IS ISSUED IN ASSOCIATION WITH THE PSYCHOLOGISTS PURCHASING GROUP ASSOCIATION

Item	POLICY/CERTIFICATE NUMBER: << >>			
1.	Named Insured: << >> Address: << >> City, State & Zip Code: << >>			
2.	Policy Period: From: << >> To: << >> 12:01 A.M. local time at the address shown in Item 1.			
3.	COVERAGE	LIMITS OF LIABILITY		PREMIUM
	Professional Liability	\$<< >> Each Incident	\$<< >> Aggregate	\$<< >>
	Wrongful Employment Practices		\$<< >> Aggregate	
	REIMBURSEMENTS			\$<< >>
	Licensing Board Defense	\$<< >> per Proceeding		
	Other Governmental Regulatory Body Defense	\$<< >> per Proceeding		
	Deposition Expense	\$5,000 per Insured		
Premises Medical Payment	\$2,500 per Person	\$75,000 Aggregate		
Assault and/or Battery		\$1,000 Aggregate		
Loss of Earnings	\$500 per Day, per Insured	\$15,000 Aggregate Per Incident		
	Surcharge(s) << >>			\$<< >>
	TOTAL			\$<< >>
4.	Retroactive Date: << >>			
5.	This policy is made and accepted subject to the printed conditions in this policy together with the provisions, stipulations and agreements contained in the following form(s) or endorsement(s). << >>			
6.	Notice of Claim should be sent to:		All other correspondence should be sent to:	
	<< >>		<< >>	
	<< >>		<< >>	
	<< >>		<< >>	
	<< >>		<< >>	
	<< >>		<< >>	
7.	REPRESENTATIVE:	Agent or broker:	<< >>	
		Office address:	<< >>	
		City, State, Zip:	<< >>	
		Website:	<< >>	
		Phone:	<< >>	



ACE American Insurance Company

Research or Academic Psychologist's Professional Liability Claims Made Insurance Policy Declarations

PRODUCER NUMBER << >>

DATE OF ISSUE << >>

RESEARCH OR ACADEMIC PSYCHOLOGIST'S PROFESSIONAL LIABILITY CLAIMS MADE INSURANCE POLICY

NOTICE: THIS IS A CLAIMS MADE POLICY, PLEASE READ THE POLICY CAREFULLY

THIS POLICY/CERTIFICATE IS ISSUED IN ASSOCIATION WITH THE PSYCHOLOGISTS PURCHASING GROUP ASSOCIATION

Item POLICY/CERTIFICATE NUMBER: << >>
1. Named Insured: << >>
Address: << >>
City, State & Zip Code: << >>
2. Policy Period: From: << >> To: << >>
12:01 A.M. local time at the address shown in Item 1.
3. COVERAGE LIMITS OF LIABILITY PREMIUM
Professional Liability \$<< >> Each Incident \$<< >> Aggregate \$<< >>
REIMBURSEMENTS
Licensing Board Defense \$5,000 per Proceeding \$<< >>
Other Governmental Regulatory \$5,000 per Proceeding
Body Defense
Premises Medical Payment \$2,500 per Person \$75,000 Aggregate
Assault and/or Battery \$1,000 Aggregate
Loss of Earnings \$500 per Day, per Insured \$15,000 Aggregate Per Incident
Surcharge(s) << >> \$<< >>
TOTAL \$<< >>
4. Retroactive Date: << >>
5. This policy is made and accepted subject to the printed conditions in this policy together with the provisions, stipulations and agreements contained in the following form(s) or endorsement(s). << >>
6. Notice of Claim should be sent to: << >>
All other correspondence should be sent to: << >>
7. REPRESENTATIVE: Agent or broker: << >>
Office address: << >>
City, State, Zip: << >>
Website: << >>
Phone: << >>



PRODUCER NUMBER << >>

DATE OF ISSUE << >>

PSYCHOLOGY STUDENT LIABILITY POLICY

THIS POLICY/CERTIFICATE IS ISSUED IN ASSOCIATION WITH THE PSYCHOLOGISTS PURCHASING GROUP ASSOCIATION

Item	POLICY/CERTIFICATE NUMBER: << >>			
1.	Insured: << >> Address: << >> City, State & Zip Code: << >>			
2.	Policy Period: From: << >> To: << >> 12:01 A.M. local time at the address shown in Item 1.			
3.	COVERAGE	LIMITS OF LIABILITY		PREMIUM
	Psychology Student Liability	\$<< >> Each Incident	\$<< >> Aggregate	<< >>
		REIMBURSEMENTS		
	Disciplinary Board Defense		\$1,000 per Policy Period	
	Premises Medical Payment	\$2,500 per Person	\$75,000 Aggregate	
			\$1,000 Aggregate	
Assault and/or Battery			\$15,000 Aggregate per Incident	
Loss of Earnings	\$500 per Day		\$500 Aggregate	
First Aid				
Damage to Property of Others	\$250 per Incident			
		Surcharge(s) << >>		\$<< >>
		TOTAL		\$<< >>
4.	This policy is made and accepted subject to the printed conditions in this policy together with the provisions, stipulations and agreements contained in the following form(s) or endorsement(s). << >>			
5.	Notice of Claim should be sent to:		All other correspondence should be sent to:	
	<< >>		<< >>	
	<< >>		<< >>	
	<< >>		<< >>	
	<< >>		<< >>	
	<< >>		<< >>	
	<< >>		<< >>	
6.	REPRESENTATIVE:		Agent or broker: << >>	
			Office address: << >>	
			City, State, Zip: << >>	
			Website: << >>	
			Phone: << >>	



Psychologists' Professional Liability Policy (Occurrence)

NOTICE

PLEASE REVIEW THE POLICY CAREFULLY. THIS POLICY IS INCOMPLETE WITHOUT THE DECLARATIONS ATTACHED.

The **Company** agrees with the **Named Insured**, in consideration of the payment of the premium, and in reliance upon the statements in the **Application** and subject to the Declarations, the Limit of Liability, Exclusions, Conditions and other terms of the policy, as follows:

I. INSURING AGREEMENT

The **Company** will pay on behalf of the **Insured** all sums that the **Insured** shall become legally obligated to pay as **Damages** for **Claims** against the **Insured** for an **Incident** that occurs during the **Policy Period**.

II. DEFENSE AND SETTLEMENT

The **Company** shall have the right and duty to defend any **Claim** against the **Insured** seeking **Damages** for an **Incident**, even if any of the allegations of the **Claim** are groundless, false or fraudulent. The **Company** shall not be obligated to pay any **Damages** or **Claims Expenses** or continue to defend any **Claim** after the applicable limit of the **Company's** liability has been exhausted by payment of **Damages**.

The **Company**, at its option, shall select and assign defense counsel; however, an **Insured** may engage additional counsel, solely at the **Insured's** expense, to associate in the defense of any **Claim** covered hereunder. **Claims Expenses** incurred by the **Company** shall be paid in addition to the applicable Limit of Liability.

The **Company** shall also have the right to investigate any **Claim** and/or negotiate the settlement thereof, as it deems expedient, but the **Company** shall not commit an **Insured** to any settlement without the **Named Insured's** written consent. If the **Named Insured** refuses to consent to any settlement recommended in writing by the **Company** that is acceptable to the claimant and the **Named Insured** elects to contest the **Claim** or continue any legal proceedings in connection with such **Claim**, then the **Company** shall be relieved of any further duty to defend the **Claim**, and the liability of the **Company** for **Damages** and **Claims Expenses** shall not exceed the amount for which the **Claim** could have been settled as well as the **Claims Expenses** incurred by the **Company** or with the **Company's** consent up to the date of such refusal. The **Insured** shall not assume any obligations, incur any costs, charges, or expenses or enter into any settlement without the **Company's** written consent.

III. PERSONS INSURED

Each of the following is an **Insured** under this policy to the extent set forth below:

- A. if the **Named Insured** is an individual or entity, the **Named Insured** so designated in the Declarations;
- B. if the **Named Insured** is an entity, any partner, owner, officer, director, trustee or stockholder thereof;
- C. any employee of the **Named Insured**, but only while such employee was acting on behalf of the **Named Insured** and within the scope of the employee's duties as such or for acts performed by such employee as a Good Samaritan or, with the consent of the **Named Insured**, as an unpaid volunteer during the employee's term of employment with the **Named Insured**;
- D. any person or entity that leases premises to the **Named Insured**, but only with respect to liability imposed on such person or entity solely as a result of the **Named Insured's** operation or management of the premises used in the **Named Insured's** practice as a psychologist or **Practitioner**; or
- E. any volunteer, but solely while such person was acting within the scope of the volunteer's duties for, and on behalf of, the **Named Insured**.

IV. LIMIT OF LIABILITY

Regardless of the number of **Insureds** under this policy, **Claims** made or suits brought, or the number of persons or entities making **Claims** or bringing suits, the **Company's** liability is limited as follows:

- A. Subject to the Aggregate Limit of Liability set forth in the Declarations, the maximum liability of the **Company** for any one **Incident** shall be the Each **Incident** Limit of Liability set forth in the Declarations. All **Claims** arising from the same or related **Incident** shall be considered a single **Claim** and shall be subject to the same Each **Incident** Limit of Liability set forth in the Declarations.
- B. The Aggregate Limit of Liability set forth in the Declarations is the maximum the **Company** will pay for all **Claims** covered by the policy. The Aggregate Limit of Liability set forth in the Declarations will apply separately to each **Insured** who is:
 1. a psychologist or a **Practitioner** who is either the **Named Insured** or who provides psychological or other associated professional services on behalf of the **Named Insured** or
 2. an entity designated as the **Named Insured** on the Declarationsfor all **Incidents** caused by such **Insured** or for which such **Insured** is legally liable; however, no **Insured** shall have more than one Aggregate Limit of Liability. Any **Insureds** not listed in Section IV. LIMIT OF LIABILITY, B., 1. and 2., shall share the Aggregate Limit of Liability with the **Named Insured** set forth in the Declarations. If more than one entity is designated as a **Named Insured**, all entities shall share one Aggregate Limit of Liability.
- C. Upon the exhaustion of the applicable Aggregate Limit of Liability for each **Insured** by payment of **Damages**, the **Company's** duty to defend or to make any payments pursuant to Section II. Defense and Settlement, for such **Insured** shall be completely fulfilled and extinguished.
- D. When prejudgment interest is payable under this policy it shall be in addition to the Limits of Liability.

V. SUPPLEMENTARY PAYMENTS

The **Company** will pay, in addition to the applicable Limit of Liability, the following:

- A. Loss of Earnings:

up to the Loss of Earnings Reimbursement Limit set forth in the Declarations for loss of earnings to each individual **Insured** for each day or part of a day that such **Insured**, at the **Company's** request, attends a trial, hearing or arbitration proceeding involving a civil suit against such **Insured** for covered **Damages**; provided however, the amount so payable for any one or series of trials, hearings or arbitration proceedings arising out of the same **Incident** shall in no event exceed the Loss of Earnings Aggregate Per **Incident** Reimbursement Limit set forth in the Declarations.
- B. Governmental Regulatory Body Defense:
 1. Licensing Board Defense Reimbursement:

up to the Licensing Board Defense Reimbursement Limit set forth in the Declarations per **Insured** for attorney fees, expenses or fees incurred by the **Insured** for the investigation or defense of a proceeding before a licensing board that regulates the practice of psychology or other associated professional services. The notice of investigation or proceeding must be received by the **Insured**:

 - a. during the **Policy Period** and reported to the **Company** or its authorized agent during the **Policy Period** or within sixty (60) days thereafter or
 - b. after the **Policy Period** for any occurrences that were alleged to have occurred during the **Policy Period** provided that there is no other valid insurance coverage available, or would be available, but for the reduction or the exhaustion of any limit(s) for such investigation or defense of such proceeding, including any policy purchased by such **Insured** or the **Named Insured** to replace this policy. Such notices must be reported to the **Company** or its authorized agent within ninety (90) days of receipt.

All investigations or proceedings arising out of the same or related investigation or proceeding by any licensing board shall be subject to the same Limit of Liability and considered as first occurring at the time the notice of investigation or proceeding is first received by the **Insured** and the amount so payable shall not exceed the Licensing Board Defense Reimbursement Limit set forth in the Declarations. There is no

coverage provided for a licensing board's investigatory fees or costs. Fees or expenses incurred as a result of medical or psychological treatment rendered to the **Insured** are not covered.

2. Other Governmental Regulatory Body Defense Reimbursement:

up to the Other Governmental Regulatory Body Defense Reimbursement Limit set forth in the Declarations per **Insured** for attorney fees, expenses or fees incurred by the **Insured** for the investigation or defense of a proceeding before the United States Department of Health and Human Services (HHS), its designee or any state, for either alleged HIPAA Privacy Rule violations or Medicare and Medicaid payment investigations. The notice of investigation or proceeding must be received by the **Insured**:

- a. during the **Policy Period** and reported to the **Company** or its authorized agent during the **Policy Period** or within sixty (60) days thereafter or
- b. after the **Policy Period** for any violations that were alleged to have occurred during the **Policy Period** provided that there is no other valid insurance coverage available, or would be available, but for the reduction or the exhaustion of any limit(s) for such investigation or defense of such proceeding, including any policy purchased by such **Insured** or the **Named Insured** to replace this policy. Such notices must be reported to the **Company** or its authorized agent within ninety (90) days of receipt.

All investigations or proceedings arising out of the same or related investigation or proceeding by HHS, its designee or any state, shall be considered as first occurring at the time the notice of investigation or proceeding is first received by the **Insured** and the amount so payable shall not exceed the Other Governmental Body Defense Reimbursement Limit set forth in the Declarations. There is no coverage provided for HHS, its designee or any state's investigatory fees or costs. Fees or expenses incurred as a result of medical or psychological treatment rendered to the **Insured** are not covered.

Notice to the **Company** of an investigation or proceeding under Section V. SUPPLEMENTARY PAYMENTS, B. Governmental Regulatory Body Defense, is not notice of a **Claim**. If a **Claim** should arise out of any **Incident** that is the subject of such investigation or proceeding, notice of such **Claim** must be given in accordance with Section VIII. CONDITIONS, B. Duties of the **Insured** in the Event of a **Claim** or **Incident**.

C. Premises Medical Payments:

1. up to the per Person Premises Medical Payments Reimbursement Limit set forth in the Declarations for each person who sustains **Bodily Injury** caused by an accident; however, subject to the per Person Premises Medical Payments Reimbursement Limit, the **Company's** total limit of liability under this provision for all persons who sustain **Bodily Injury** during the **Policy Period** is the Aggregate Premises Medical Payments Reimbursement Limit set forth in the Declarations.
2. The **Company** will pay, regardless of fault, to or for each person other than the **Insured**, who sustains **Bodily Injury** caused by an accident that occurred during the **Policy Period**. This will include reasonable expenses of necessary medical, surgical, ambulance, hospital, professional nursing and funeral services, all incurred within four years from the date of the accident:
 - a. while on the premises owned by or rented to the **Insured** or
 - b. while elsewhere if such **Bodily Injury**:
 - i. arises out of the premises owned by or rented to the **Insured** or a condition in the ways immediately adjoining;
 - ii. is caused by the activities of the **Insured**; or
 - iii. is caused by the activities of an employee while engaged in the employment of the **Insured**.
3. This supplementary payment provision shall not apply to **Claims** brought against the **Insured** arising out of, in whole or part, the conduct of any trade, business, employment, profession or occupation outside of the **Insured's** practice as a psychologist or **Practitioner**.

D. **Assault** and/or **Battery** Coverage:

1. Up to the **Assault** and/or **Battery** Limit set forth in the Declarations per **Policy Period** for:
 - a. Medical expenses incurred as a result of **Bodily Injury** to an **Insured** if such **Bodily Injury** is caused by an **Assault** and/or **Battery** by or at the direction of another person who is not an **Insured** under the policy and

- b. **Property Damage** to personal property owned by an **Insured** if such **Property Damage** is caused by an **Assault** and/or **Battery** by or at the direction of another person who is not an **Insured** under the policy.
2. Such **Assault** and/or **Battery** must happen on the **Insured's** work premises, including the ways immediately adjoining such premises, or while the **Insured** is away from such premises while providing psychological or other associated professional services.
3. Such **Assault** and/or **Battery** must occur during the **Policy Period**.
4. The **Assault** and/or **Battery** coverage does not apply to **Property Damage** to any mode of transportation used by the **Insured** to go to and from the **Insured's** work premises.
5. The **Assault** and/or **Battery** coverage does not apply to damage to any business or personal property owned, leased or rented by any other person or business enterprise while in the **Insured's** possession.
6. The **Assault** and/or **Battery** coverage applies as excess over any other available insurance covering such loss.

E. Wrongful Employment Practices:

up to the **Wrongful Employment Practices** Limit set forth in the Declarations for **Claims Expenses** and all sums that the **Insured** shall become legally obligated to pay as **Damages** for **Wrongful Employment Practices Claims** first made against the **Insured** and reported to the **Company** during the **Policy Period** arising out of any **Wrongful Employment Practice** by an **Insured**, provided the **Wrongful Employment Practice** took place on or after the effective date of the first policy containing **Wrongful Employment Practices** coverage that was issued through the Psychologists Purchasing Group Association to such **Insured** and to which this policy is a renewal or a replacement but prior to the end of the **Policy Period**.

All **Wrongful Employment Practice Claims** shall be deemed as being first made when the **Insured** first receives written notice that a **Wrongful Employment Practice Claim** has been made.

All **Wrongful Employment Practice Claims** arising out of the same or related **Wrongful Employment Practice** shall be considered as having been made at the time the first such **Wrongful Employment Practice Claim** is made.

In addition to those exclusions in Section VI. EXCLUSIONS, this Supplementary Payment provision does not apply to **Wrongful Employment Practice Claims**:

1. based on or arising out of any obligations for which any **Insured** or any carrier acting as the insurer may be liable under any workers' compensation, unemployment compensation, disability or pension benefits law, or any similar laws, including but not limited to, the Employee Retirement Income Security Act of 1974, The Fair Labor Standards Act, the National Labor Relations Act of 1938 or Labor Management Relations Act, the Worker Adjustment and Retraining Notification Act (Public Law 100-37991968), the Consolidated Omnibus Budget Reconciliation Act of 1985, or the Occupational Safety and Health Act. This exclusion also applies to any rules or regulations promulgated under any of the foregoing and amendments thereto or any similar provisions of any federal, state or local law, and to that part of any **Damages** awarded for the cost or replacement of any insurance benefits due or alleged to be due to any current or former employee, the Family and Medical Leave Act, Public Law 103-3 (1993), and any amendments thereof;
2. based upon or arising from the breach of any express contract of employment for any express obligation to make payments in the event of termination of employment;
3. based upon or arising out of an obligation to pay **Damages** by reason of the assumption of liability in any contract or agreement. This exclusion does not apply to liability for **Damages** that the **Insured** would have in absence of the contract or agreement;
4. based upon or arising out of costs of complying with physical modifications to the **Insured's** premises or any changes to the **Insured's** usual business operations as mandated by the Americans with Disabilities Act of 1990 including any amendment thereto or rule or regulation promulgated thereto, or any similar federal, state or local law.
5. based upon or arising from any improper payroll deductions, or any claims for unpaid wages or overtime pay for hours actually worked or labor actually performed by any employee of the **Insured**, that results in any violation of any federal, state, local or foreign statutory law or any similar common law, and any rules, regulations and amendments thereto.

6. to any **Wrongful Employment Practices Claims** that were reported to any prior insurer;
7. to any unreported **Wrongful Employment Practices Claims** that any **Insured** had received notice prior to the effective date of the first policy with the **Company**; or **Wrongful Employment Practices** that the **Insured** knew could result in a **Claim** prior to the effective date of the first policy issued by the **Company** to the **Named Insured**, and were not disclosed to the **Company**. However, this exclusion will not apply to any **Insured** who did not have knowledge of such **Wrongful Employment Practice** or resulting **Wrongful Employment Practice Claim** prior to the first policy issued by the **Company** to the **Named Insured**.

F. Deposition Expense:

up to the Deposition Expense Reimbursement Limit set forth in the Declarations per **Insured** for reasonable expenses the **Insured** incurs for fees charged by an attorney representing the **Insured** for a deposition provided:

1. the **Insured** receives a subpoena requesting documents or testimony for psychological or other associated professional services that occurred during the **Policy Period**;
2. the deposition is not for or related to a **Claim** against the **Insured**; and
3. the **Insured** has not been retained at any time to provide advice or testimony in any legal matter related to this deposition.

VI. EXCLUSIONS

This insurance does not apply:

- A. to **Claims** arising out of services performed by any **Insured** in his or her capacity as a physician, nurse practitioner, physician's assistant or surgeon's assistant; however, this exclusion is limited to services provided by such physician(s), nurse practitioner(s), physician's assistant(s) or surgeon's assistant(s) and this exclusion does not extend to the **Insured** who is charged with or found responsible for the acts of the physician(s), nurse practitioner(s), physician's assistant(s) or surgeon's assistant(s);
- B. to **Claims** brought against the **Insured** in his or her capacity as a proprietor, owner, partner, manager, superintendent or officer of any hospital, sanitarium, medical clinic, health maintenance organization, managed care facility or any other facility not specified in the Declarations or any endorsements thereto;
- C. to **Bodily Injury**:
 1. to any employee of the **Insured** arising out of and in the course of his or her employment by the **Insured** or in performing duties in the conduct of the **Insured's** business or
 2. to the spouse, domestic partner, child, parent or sibling of such employee as a consequence of paragraph 1. above.

This exclusion shall apply:

1. whether the **Insured** shall be liable as an employer or in his or her capacity as the operator or manager of the premises used in the **Named Insured's** practice for psychological or other associated professional services or
2. to any obligation of the **Insured** to indemnify another because of **Damages** arising out of such injury; provided however, this exclusion shall not apply to **Bodily Injury** otherwise covered under Section V. SUPPLEMENTARY PAYMENTS, D. **Assault** and/or **Battery** Coverage;
- D. to any obligation of the **Insured** or any insurer under any worker's compensation, unemployment compensation, disability benefits law or under any similar law;
- E. to any fraudulent, criminal, malicious or materially dishonest acts or materially dishonest omissions of the **Insured** or with the **Insured's** consent. However, this exclusion will not apply to (i) any **Claim** alleging malicious prosecution and (ii) any **Insured** who did not participate in or acquiesce to any such act or omission;
- F. to **Bodily Injury** or **Property Damage** based on or arising out of the practice of the **Insured's** professional occupation unless the **Insured** is properly licensed, exempted or certified by the laws of the state(s) in which the **Insured** practices, or is otherwise qualified to practice the **Insured's** professional occupation in the absence of such laws;

G. to acts, errors or omissions by any **Insured** expected or intended to cause **Physical Injury** or **Property Damage**, regardless of whether or not such act or omission was intended to cause the specific **Physical Injury** or **Property Damage** sustained. This exclusion shall not apply to any intentional act by or at the direction of the **Insured**, that results in **Physical Injury** or **Property Damage**, if such **Physical Injury** or **Property Damage** arises solely from the use of reasonable force or other measures for the purpose of protecting persons or property;

H. to any **Claims** against any **Insured** alleging, in whole or in part:

1. sexual assault, sexual abuse or sexual molestation or
2. licentious, immoral, amoral or other behavior that threatened, led to or culminated in any sexual act;

whether committed intentionally, negligently, inadvertently or with the belief, erroneous or otherwise, that the other party is consenting and has the legal and mental capacity to consent thereto, that was committed, or alleged to have been committed, by the **Insured** or by any other person for whom the **Insured** is legally responsible.

This exclusion applies regardless of the legal theory or basis upon which the **Insured** is alleged to be legally liable or responsible, in whole or in part, for any **Damages** arising out of such actual or alleged behavior including, but not limited to, assertions of improper or negligent hiring, employment or supervision, failure to protect the other party, failure to prevent the sexual misconduct, failure to prevent **Assault** and/or **Battery** or failure to discharge the employee.

However, notwithstanding this exclusion, the **Insured** shall be entitled to a defense as provided under the terms of the policy as to any **Claim** upon which suit is brought for any such alleged behavior unless a judgment or final adjudication adverse to any **Insured**, or an admission by any **Insured** accused of such behavior, shall establish that such behavior caused, in whole or part, the injury claimed in such suit. The **Company** shall not be required to appeal a judgment or final adjudication adverse to the **Insured**.

If however, the **Insured** elects to appeal such judgment or final adjudication, and the judgment or final adjudication results in a reversal on the issue of liability, the **Company** shall reimburse the **Insured** for all reasonable **Claims Expenses** incurred in the appeals process;

I. to **Personal Injury** or **Advertising Injury** arising out of:

1. the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of the **Insured**;
2. the publication or utterance of a libel or slander, or a publication or utterance in violation of an individual's right of privacy by or on behalf of the **Insured** if the first injurious publication or utterance of the same or similar material was made before the **Policy Period**; or
3. libel or slander or the publication or utterance of defamatory or disparaging material made by or at the direction of the **Insured** with knowledge of the falsity thereof concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy;

J. to **Advertising Injury** arising out of:

1. the failure to perform the terms and conditions of a contract; however, this exclusion does not apply to the alleged breach of an implied contract caused by an alleged unauthorized appropriation of ideas;
2. infringement of a trademark, a service mark or a trade name, other than a title or slogan, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised;
3. a knowingly incorrect description in the advertised price of goods, products or services sold that are offered for sale or advertised; or
4. any act committed by the **Insured** with actual malice;

K. to any **Claim** brought by, or on behalf of, any **Insured** against any other **Insured** under this policy; provided however, this exclusion shall not apply to any **Claim** based upon or arising out of psychological or other associated professional services rendered by one **Insured** to another **Insured** or any **Claim** based upon or arising out of any obligation of one **Insured** to supervise another **Insured** in the provision of psychological or other associated professional services;

L. to **Damages** arising out of infringement of copyright or plagiarism;

M. to any **Claim**, action, judgment, liability, settlement, loss, defense, cost or expense in any way arising out of actual, alleged or threatened pollution, contamination or any environmental impairment resulting from seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or radioactive matter including, but not limited to, smoke, vapors, soots, fumes, acids, alkalis, chemicals or toxic matter; or waste material (including materials to be recycled, reconditioned or reclaimed); or oil or other petroleum substances or derivatives (including any oil refuse or oil mixed with waste), or thermal or vibratory effect including, but not limited to, heat or cold, into or upon land, the atmosphere or any water, course of body of water, underground water or water table supplies, whether such results directly, indirectly or in concurrence or in any sequence from the **Insured's** activities or the activities of others and whether or not such is sudden, gradual, accidental, intended, foreseeable, expected, fortuitous or inevitable and wherever or however such occurs.

However, this exclusion shall not apply to **Bodily Injury** or **Property Damage** caused by heat, smoke or fumes from a **Hostile Fire** unless such fire involves:

1. materials that are or were at any time used for the handling, storage, disposal, processing or treatment of waste or
 2. any premises, site, or location:
 - a. that is or was at any time used for handling, storage, disposal, processing or treatment of waste or
 - b. on which any **Insured** or contractor or subcontractor working directly or indirectly on any **Insured's** behalf are performing operations to test for, monitor, cleanup, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants;
- N. to liability assumed by the **Insured** under any contract or agreement, except to the extent the **Insured** would be liable in the absence of such contract or agreement;
- O. to any **Claim** based upon or arising out of restraint of trade, price fixing or violation of any anti-trust law;
- P. to any **Claims** brought by or on behalf of any person employed by the **Insured**, any person who had been employed by the **Insured** or any person seeking employment with the **Insured** alleging any act, error or omission by an **Insured** with respect to the hiring, termination, compensation, or the tenure, term, condition, benefits or privilege of employment of any such person except as provided under Section V. SUPPLEMENTARY PAYMENTS, E. **Wrongful Employment Practices** or Section VII. DEFINITIONS, **Incident, E.**; and
- Q. to **Claims** based upon or arising out of the valuation of assets or investment planning.

VII. DEFINITIONS

The boldface words or terms in this policy or any endorsement thereto are defined as provided in this section:

“Advertising Injury” means injury arising out of an offense committed in the course of the **Insured's** advertising activities if such injury arises out of libel, slander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title, trade dress or slogan or use of another's advertising idea.

“Application” means all applications, including any attachments thereto, and all other information and materials submitted by or on behalf of the **Insureds** to the **Company** or its authorized agent in connection with the underwriting of this policy or any policy of which this policy is a direct or indirect renewal or replacement. All such applications, attachments, information and materials are deemed attached to and incorporated in this policy.

“Assault” means any willful attempt or threat to inflict injury upon another natural person, coupled with an apparent present ability to do so, that causes that person to have a reasonable apprehension of imminent **Bodily Injury** or offensive physical contact.

“Battery” means intentional and wrongful physical contact with a natural person without his or her consent that causes **Bodily Injury** or offensive physical contact.

“Bodily Injury” means any injury sustained by any person including, but not limited to:

- A. **Physical Injury**, sickness, disease, mental anguish or emotional distress, including death at any time resulting therefrom;
- B. psychological injury, pain or suffering, harm or impairment, including death at any time resulting therefrom; and
- C. loss of consortium or impairment of domestic or personal relations.

Bodily Injury shall not include any injury, damage or loss defined as **Personal Injury, Advertising Injury** or **Property Damage**.

“**Claim**” means a demand for money, or the filing of suit or institution of arbitration proceedings, naming the **Insured**.

“**Claims Expenses**” means:

- A. fees charged by an attorney(s) and/or independent adjustor(s) designated by the **Company** and all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **Claim** that arises in connection therewith, if incurred by the **Company** or by the **Insured** with written consent of the **Company**;
- B. all costs taxed against the **Insured** in such **Claims** and all interest on the entire amount of any judgment therein that accrues after entry of the judgment and before the **Company** has paid, tendered or deposited, whether in court or otherwise, the part of the judgment that does not exceed the limit of the **Company's** liability, thereon; and
- C. premiums on appeal bonds and premiums on bonds to release attachments in such **Claims**; however, the **Company** shall have no obligation to apply for or furnish any such bond and **Claims Expenses** shall not include premiums for bond amounts in excess of the applicable Limit of Liability of this policy.

“**Company**” means the insurance company providing this insurance.

“**Damages**” means compensatory judgments, settlements or awards but does not include punitive or exemplary damages, fines or penalties, the return of fees or other consideration paid to the **Insured**, or the portion of any award or judgment caused by the multiplication of actual damages under federal or state law. However, if a suit is brought against the **Insured** with respect to a **Claim** for alleged acts, errors or omissions falling within the scope of coverage afforded by this insurance seeking both compensatory and punitive or exemplary damages, then the **Company** will afford a defense to such action, without liability however, for payment of such punitive or exemplary damages.

“**Hostile Fire**” means one that becomes uncontrollable or breaks out from where it was intended to be.

“**Incident**” means:

- A. any act, error or omission in the rendering of or failure to render psychological or other associated professional services by the **Insured**, or by any person for whom the **Insured** is legally responsible; or
- B. any act, error or omission of the **Insured** as a psychologist or a **Practitioner** performing services as a member of a formal accreditation, ethics, peer review, licensing board, standards review or similar professional board or committee of a hospital, health facility, educational institution, professional organization, health maintenance organization or health plan; or
- C. an accident including continuous or repeated exposure to substantially the same general harmful conditions in the operation or management of the premises used in the **Insured's** practice for psychological or other associated professional services that results in **Bodily Injury** or **Property Damage**; or
- D. an offense in the course of the **Insured's** advertising activities for psychological or other associated professional services that results in an **Advertising Injury**; or
- E. if the **Insured** is a psychologist or **Practitioner** who provides services to any private or public organization, agency, college or university as a researcher, consultant, teacher, faculty member (including department, program or division chair), librarian, administrator, colleague or member of an instructional staff, then any act, error or omission in providing the following services:
 - 1. original or contracted research including psychological research on animals or humans;
 - 2. the design, development or evaluation of psychological tests or testing and/or assessment procedures;
 - 3. the dismissal, suspension, discipline or layoff of a faculty member prior to the expiration of a term appointment;
 - 4. the non-reappointment of a probationary faculty member;
 - 5. the decisions relating to the salary, other compensation, promotion, rank, leaves of absence, work assignment, resignation or other rights, duties and responsibilities of fellow faculty, researchers or staff employees;
 - 6. the enforcing of school standards, teaching, grading, evaluating, advising or supervising students; or
 - 7. the authorship of research, journal articles or other educational material; or

- F. an offense that results in **Personal Injury** from the practice of a psychologist or **Practitioner**; or
- G. any act, error or omission in the retention, destruction or release of a client's records after the **Policy Period**. Such retention, destruction or release of a client's records shall be deemed to have occurred at the time the records were created, provided there is no other valid insurance coverage available for such **Incident** or would be available, but for the reduction or the exhaustion of the limits of liability, including any policy purchased by such **Insured** or the **Named Insured** to renew or replace this policy. This section will not apply to any addition or modification made to any records or any report or summary of the record made after the effective date of the expiration or cancellation date of the policy.

“**Insured**” means any person or entity qualifying as an **Insured** under Section III. PERSONS INSURED.

“**Named Insured**” means the person or entity named in Item 1. of the Declarations of this policy. **Named Insured** also shall include any entity other than a joint venture that is acquired or formed by the **Named Insured** after the effective date of this policy and over which the **Named Insured** maintains ownership or majority interest. This coverage will:

- A. not apply if the newly acquired or formed entity knew of a **Claim** or **Incident** that might be expected to be the basis of such **Claim** prior to the date they were acquired or formed by the **Named Insured**;
- B. not apply if the newly acquired or formed entity is insured under any other similar liability or indemnity policy for an **Incident**, even if such limits of liability have been exhausted; or
- C. terminate in 90 days from the date that such entity is acquired or formed by the **Named Insured** or the end of the **Policy Period** whichever is earlier, unless written notice is provided to the **Company** or its authorized representative and such entity is added to the policy by endorsement.

“**Personal Injury**” means any injury arising out of:

- A. false arrest, detention, confinement or imprisonment, malicious prosecution, or abuse of process;
- B. the publication or utterance of a libel or slander or of other defamatory or disparaging materials, or a publication or utterance in violation of an individual's right of privacy; or
- C. wrongful entry or eviction, or other invasion of the right of private occupancy.

“**Physical Injury**” means bodily harm or hurt, but shall not include:

- A. mental anguish;
- B. emotional distress; or
- C. psychological injury, pain or suffering, harm or impairment, including death at any time resulting therefrom.

“**Policy Period**” means the period from the inception date of this policy to the policy expiration date as set forth in Item 2. of the Declarations or its earlier termination date, if any.

“**Practitioner**” means an individual who is a psychologist practicing in any of its branches, an allied mental health professional, student, intern, resident, volunteer, assistant, parent coordinator, mediator, consultant, or coach who provides psychological or other associated professional services while in his or her capacity as an **Insured**.

“**Primary Named Insured**” is the psychologist whose name is signed on the **Application** and qualifies as an **Insured** under Section III. PERSONS INSURED, A. or B. Each policy shall have a **Primary Named Insured**. If the **Primary Named Insured** dies or is adjudged incompetent then the **Named Insured** or when appropriate the **Named Insured's** legal representative shall designate a person to act as the **Primary Named Insured**.

“**Property Damage**” means:

- A. physical injury to or destruction of tangible property including the loss of use thereof at any time resulting therefrom. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- B. loss of use of tangible property that has not been physically injured or destroyed. All such loss of use shall be deemed to occur at the time of the **Incident** that caused it; or
- C. other loss, whether or not resulting from physical injury or damage to person or property.

“**Wrongful Employment Practice**” means:

- A. wrongful refusal to employ a qualified applicant for employment;
- B. wrongful failure to promote a qualified employee;
- C. wrongful demotion, negligent evaluation, negligent reassignment or wrongful discipline;

- D. wrongful termination of employment, including retaliatory or constructive discharge;
- E. harassment, coercion, discrimination or humiliation as a consequence of race, color, creed, national origin, disability, marital status, medical condition, gender, age, physical appearance, physical and/or mental impairments, pregnancy, sexual orientation or sexual preference;
- F. oral or written publication of material that slanders, defames or libels an employee or violates or invades an employee's right of privacy; or
- G. any practice that violates a state or federal employment discrimination statute.

“Wrongful Employment Practice Claim” means a demand for money or services, or the filing of suit or institution of arbitration proceedings or alternative dispute resolution naming an **Insured** and alleging a **Wrongful Employment Practice**. **Wrongful Employment Practice Claim** does not include proceedings seeking injunctive or other non-pecuniary relief.

VIII. CONDITIONS

- A. Territory: The insurance afforded by this policy applies to **Incidents** that occur anywhere in the world, provided the **Claim** is made or brought within the United States of America, its territories or possessions, or Canada.
- B. Duties of the **Insured** in the Event of a **Claim** or **Incident**: Upon the **Insured** becoming aware of any **Incident** that could reasonably be expected to be the basis of a **Claim** covered hereby, written notice shall be given by the **Insured** to the **Company** or its authorized agent together with the fullest information obtainable. If a **Claim** is made against the **Insured**, the **Insured** shall immediately forward to the **Company** or its authorized agent every demand, notice, summons or other process received by the **Insured** or the **Insured's** representative.
- C. Assistance and Cooperation of the **Insured** in the Event of a **Claim**: The **Insured** shall cooperate with the **Company** and, upon the **Company's** request, assist in affecting settlements, in the defense of any **Claim** and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Insured** because of **Damages** with respect to which this insurance applies. The **Insured** shall attend depositions, hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses in the defense of any **Claim** covered by this policy. The **Company** shall reimburse the **Insured** for reasonable expenses incurred at the **Company's** request. The **Insured** shall not, except at the **Insured's** own cost, voluntarily make any payments, assume any obligation or incur any expense.
- D. Assignment: The interest of any **Insured** is not assignable. If any **Insured** shall die or be adjudged incompetent, this insurance shall cover the **Insured's** legal representative as the **Insured** while acting on the **Insured's** behalf.
- E. Legal Action Against the **Company**: A person or organization may bring a suit against the **Company**, including but not limited to, a suit to recover on an Agreed Settlement or on a final judgment against an **Insured**, but the **Company** will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable Limit of Liability. An Agreed Settlement means a settlement and release of liability signed by the **Company**, the **Insured** and the claimant or the claimant's legal representative.

However, no action by an **Insured** shall lie against the **Company** unless there has been full compliance with all of the terms of this policy.

- F. Other Insurance: If there is other valid insurance (whether primary, excess, contingent or self-insurance) that may apply against any **Damages** or **Claims Expenses** including any coverage for Section V. SUPPLEMENTARY PAYMENTS, B. Governmental Regulatory Body Defense and E. **Wrongful Employment Practices**, covered by this policy, the insurance provided hereunder shall be deemed excess insurance over and above the applicable limit of all other insurance or self-insurance.

When this insurance is excess, the **Company** shall have no duty under this policy to defend any **Claim** that any other insurer or self-insurer has a duty to defend. If such other insurer or self-insurer refuses to defend such **Claim**, the **Company** shall defend the **Insured** and be entitled to the **Insured's** rights against all such other insurers or self-insurers for any defense costs incurred by the **Company**.

- G. Subrogation: In the event of any payment by the **Company** under this policy, the **Company** shall be subrogated to all the **Insured's** rights of recovery against any person, organization, or entity. The **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights.

The **Insured** shall do nothing to prejudice the position of the **Company** or its potential or actual rights of recovery after any **Incident** or **Claim**.

- H. Changes: The terms of this policy shall not be waived or changed, except by endorsement issued to form part of this policy.
- I. Bankruptcy or Insolvency of the **Insured**: Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the **Company** of any of its obligations hereunder or deprive the **Company** of its rights or defenses hereunder.

J. Cancellation:

1. Cancellation by the **Primary Named Insured**

This insurance may be cancelled by the **Primary Named Insured** at any time by prior written notice to the **Company** or its authorized agent.

The **Company** or its authorized agent shall refund the paid premium less the earned portion thereof within thirty (30) days of the latter of the effective date of cancellation or the date of delivery of the notice of intent to cancel, subject always to the retention by the **Company** of any minimum premium stipulated herein (or proportion thereof previously agreed upon).

The earned portion of the premium shall be computed on the customary short-rate basis unless any state law or regulation of the state shown in the mailing address of the **Named Insured** set forth in the Declarations requires that return premium be computed on a pro-rata basis even in the event of cancellation by the **Primary Named Insured**.

2. Cancellation by the **Company** for Non-Payment of Premium

This insurance may be cancelled by the **Company** for non-payment of premium by sending written notice to the **Named Insured** at least thirty (30) days prior to the date of such cancellation.

3. Cancellation by the **Company** Other Than for Non-Payment of Premium

In the case of cancellation due to a reason other than non-payment of premium, the **Company** may cancel this policy by sending to the **Named Insured** set forth in the Declarations, by first class, registered or certified mail, at the **Named Insured's** address last known to the **Company** or its authorized agent, not less than ninety (90) days written notice, stating the specific reason for such cancellation and when the cancellation shall be effective. Proof of mailing will be sufficient proof of notice.

Cancellation by the **Company**, for other than non-payment of premium, shall only be effective if based on one or more of the following reasons:

- a. The policy was obtained through a material misrepresentation that was relied on by the **Company**, and such policy would not have been issued by the **Company** under the same terms and conditions if correct information had been disclosed;
- b. Material failure to comply with policy terms, conditions or contractual duties;
- c. The risk originally accepted has measurably increased; or
- d. Loss by the **Company** of reinsurance that provided coverage for all or a substantial part of the risk insured.

If the **Company** cancels the policy then the **Company** or its authorized agent shall refund the paid premium less the earned portion thereof within ten (10) business days after the effective date of cancellation. Minimum premium shall not apply to the return of unearned premium if cancellation is by the **Company**.

- K. Nonrenewal: The **Company** will renew this policy unless written notice of the **Company's** intent not to renew, stating the specific reasons for nonrenewal, is mailed to the **Named Insured** set forth in the Declarations not less than ninety (90) days before the policy expires.

Any notice of nonrenewal will be mailed by first class, registered or certified mail to the **Named Insured** at the last mailing address known to the **Company**. Proof of mailing will be sufficient proof of notice.

- L. Renewal Rate Increase or Change in Policy Terms: If at renewal the **Company** intends to increase the filed rate, change the deductible, reduce the Limit of Liability, or reduce coverage, the **Company** will mail notice to the **Named Insured** set forth in the Declarations at least sixty (60) days prior to the effective date of that increase or change.

Any notice of renewal premium increase or change in policy terms will be mailed by first class, registered or certified mail to the **Named Insured** at the last mailing address known to the **Company**. Proof of mailing will be sufficient proof of notice.

- M. **Declarations and Application:** By acceptance of this policy, the **Primary Named Insured** agrees on behalf of the **Named Insured** that the statements in the **Application** are the **Named Insured's** agreements and representations, and that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between the **Named Insured** and the **Company** or its agent relating to this insurance.
- N. **Reimbursement:** While the **Company** has no duty to do so, if the **Company** pays **Damages:**
1. within the amount of the applicable deductible and/or
 2. in excess of the Limit of Liability
- all **Insureds** shall be jointly and severally liable to the **Company** for such amounts. Upon written demand, the **Insured** shall repay such amounts to the **Company** within thirty (30) days thereof.
- O. This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of **Claims**.
- P. **Liberalization Clause:** If the **Company** adopts any endorsement or policy that would broaden the coverage under the policy, the broadened coverage will apply solely to (i) **Incidents** that occur or (ii) notices of investigations, proceedings or hearings described in Section V. SUPPLEMENTARY PAYMENTS that are received, after the **Company** adopts such revision, if:
1. the filing of the endorsement or policy is made and approved by the Department of Insurance in the state indicated in the Declarations as the address of the **Named Insured**;
 2. the endorsement or policy does not increase the premium; and
 3. the **Company** issues the endorsement or policy in the state indicated in the Declarations as the address of the **Named Insured**.



Psychologists' Professional Liability Policy (Claims Made)

NOTICE

THIS POLICY PROVIDES CLAIMS MADE COVERAGE. THE POLICY IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD UNLESS, AND TO THE EXTENT, ANY EXTENDED REPORTING PERIOD APPLIES. PLEASE REVIEW THE POLICY CAREFULLY. THIS POLICY IS INCOMPLETE WITHOUT THE DECLARATIONS ATTACHED.

The **Company** agrees with the **Named Insured**, in consideration of the payment of the premium, and in reliance upon the statements in the **Application** and subject to the Declarations, Limit of Liability, Exclusions, Conditions and other terms of the policy, as follows:

I. INSURING AGREEMENT

The **Company** will pay on behalf of the **Insured** all sums that the **Insured** shall become legally obligated to pay as **Damages** for **Claims** first made against the **Insured** and reported to the **Company** during the **Policy Period** or any **Extended Reporting Period**, for an **Incident**. Any such **Incident** must occur on or after the **Retroactive Date** and prior to the end of the **Policy Period**.

II. DEFENSE AND SETTLEMENT

The **Company** shall have the right and duty to defend any **Claim** against the **Insured** seeking **Damages** for an **Incident**, even if any of the allegations of the **Claim** are groundless, false or fraudulent. The **Company** shall not be obligated to pay any **Damages** or **Claims Expenses** or continue to defend any **Claim** after the applicable limit of the **Company's** liability has been exhausted by payment of **Damages**.

The **Company**, at its option, shall select and assign defense counsel; however, an **Insured** may engage additional counsel, solely at the **Insured's** expense, to associate in the defense of any **Claim** covered hereunder. **Claims Expenses** incurred by the **Company** shall be paid in addition to the applicable Limit of Liability.

The **Company** shall also have the right to investigate any **Claim** and/or negotiate the settlement thereof, as it deems expedient, but the **Company** shall not commit an **Insured** to any settlement without the **Named Insured's** written consent. If the **Named Insured** refuses to consent to any settlement recommended in writing by the **Company** that is acceptable to the claimant and the **Named Insured** elects to contest the **Claim** or continue any legal proceedings in connection with such **Claim**, then the **Company** shall be relieved of any further duty to defend the **Claim**, and the liability of the **Company** for **Damages** and **Claims Expenses** shall not exceed the amount for which the **Claim** could have been settled as well as the **Claims Expenses** incurred by the **Company** or with the **Company's** consent up to the date of such refusal. The **Insured** shall not assume any obligations, incur any costs, charges, or expenses or enter into any settlement without the **Company's** written consent.

III. PERSONS INSURED

Each of the following is an **Insured** under this policy to the extent set forth below:

- A. if the **Named Insured** is an individual or entity, the **Named Insured** so designated in the Declarations;
- B. if the **Named Insured** is an entity, any current partner, owner, officer, director, trustee or stockholder thereof;

- C. if the **Named Insured** is an entity, any former partner, owner, officer, director, trustee or stockholder thereof, for psychological or other associated professional services provided while a partner, owner, officer, director, trustee or stockholder of the **Named Insured**;
- D. if the **Named Insured** is an entity, any former partner, owner, officer, director, trustee or stockholder thereof, for **Claims** made after he or she was a partner, owner, officer, director, trustee or stockholder of the **Named Insured**, alleging, based upon or arising from his or her vicarious liability associated with the **Named Insured**;
- E. any current or former employee of the **Named Insured**, but only while such employee was acting on behalf of the **Named Insured** and within the scope of the employee's duties as such or for acts performed by such employee as a Good Samaritan during such employee's term of employment with the **Named Insured** or, with the consent of the **Named Insured**, as an unpaid volunteer during the employee's term of employment with the **Named Insured**;
- F. any person or entity listed as an Additional Insured on a Psychologists' Professional Liability claims made policy issued to the **Named Insured**: (i) that was purchased through the Psychologists Purchasing Group Association and (ii) to which this policy is a renewal or a replacement, but only for **Incidents** that occurred while the Additional Insured Endorsement listing such person or entity was in effect and solely for **Incidents** that are covered under this policy resulting from the sole negligence of another **Insured**;
- G. any person or entity that leases premises to the **Named Insured**, but only with respect to liability imposed on such person or entity solely as a result of the **Named Insured's** operation or management of the premises used in the **Named Insured's** practice as a psychologist or **Practitioner**;
- H. any volunteer, but solely while such person was acting within the scope of the volunteer's duties for, and on behalf of, the **Named Insured**; or
- I. any entity name that the **Named Insured** previously operated under, but ceased to utilize prior to this **Policy Period** provided that more than 50% of the **Insureds** continue their affiliation with the **Named Insured**.

IV. LIMIT OF LIABILITY

Regardless of the number of **Insureds** under this policy, **Claims** made or suits brought, or the number of persons or entities making **Claims** or bringing suits, the **Company's** liability is limited as follows:

- A. Subject to the Aggregate Limit of Liability set forth in the Declarations, the maximum liability of the **Company** for any one **Incident** shall be the Each **Incident** Limit of Liability set forth in the Declarations. All **Claims** arising from the same or related **Incident** shall be considered a single **Claim** and shall be subject to the same Each **Incident** Limit of Liability set forth in the Declarations.
- B. The Aggregate Limit of Liability set forth in the Declarations is the maximum the **Company** will pay for all **Claims** covered by the policy. The Aggregate Limit of Liability set forth in the Declarations will apply separately to each **Insured** who is:
 1. a psychologist or a **Practitioner** who is either the **Named Insured** or who provides psychological or other associated professional services on behalf of the **Named Insured** or
 2. an entity designated as the **Named Insured** on the Declarations

for all **Incidents** caused by such **Insured** or for which such **Insured** is legally liable. No **Insured** shall have more than one Aggregate Limit of Liability. Any **Insureds** not included in Section IV. LIMIT OF LIABILITY, B., 1. and 2., shall share the Aggregate Limit of Liability with the **Named Insured** set forth in the Declarations. If more than one entity is designated as a **Named Insured**, all entities shall share one Aggregate Limit of Liability.
- C. Upon the exhaustion of the applicable Aggregate Limit of Liability for each **Insured** by payment of **Damages**, the **Company's** duty to defend or to make any payments pursuant to Section II. DEFENSE AND SETTLEMENT, for such **Insured** shall be completely fulfilled and extinguished.
- D. Neither the Automatic **Extended Reporting Period** nor the purchase of any **Extended Reporting Period** Option shall increase the Limit of Liability set forth in the Declarations.
- E. When prejudgment interest is payable under this policy it shall be in addition to the Limits of Liability.

V. SUPPLEMENTARY PAYMENTS

The **Company** will pay, in addition to the applicable Limit of Liability, the following:

A. Loss of Earnings:

up to the Loss of Earnings Reimbursement Limit set forth in the Declarations for loss of earnings to each individual **Insured** for each day or part of a day that such **Insured**, at the **Company's** request, attends a trial, hearing or arbitration proceeding involving a civil suit against such **Insured** for covered **Damages**; provided however, the amount so payable for any one or series of trials, hearings or arbitration proceedings arising out of the same **Incident** shall in no event exceed the Loss of Earnings Aggregate Per **Incident** Reimbursement Limit set forth in the Declarations.

B. Governmental Regulatory Body Defense:

1. Licensing Board Defense Reimbursement:

up to the Licensing Board Defense Reimbursement Limit set forth in the Declarations per **Insured** for attorney fees, expenses or fees incurred by the **Insured** for the investigation or defense of a proceeding before a licensing board that regulates the practice of psychology or other associated professional services. The notice of investigation or proceeding must be:

- a. received by the **Insured** during the **Policy Period** and reported to the **Company** or its authorized agent during the **Policy Period** or within sixty (60) days thereafter or
- b. received by the **Insured** and reported to the **Company** or its authorized agent during any **Extended Reporting Period** of this policy for occurrences that were alleged to have occurred on or after the **Retroactive Date** and prior to the end of the **Policy Period**. Such notices must be reported to the **Company** or its authorized agent within ninety (90) days of receipt.

All investigations or proceedings arising out of the same or related investigation or proceeding by any licensing board shall be considered as having been first made at the time the notice of investigation or proceeding is first received by the **Insured** and the amount so payable shall not exceed the Licensing Board Defense Reimbursement Limit set forth in the Declarations. There is no coverage provided for a licensing board's investigatory fees or costs. Fees or expenses incurred as a result of medical or psychological treatment rendered to the **Insured** are not covered.

2. Other Governmental Regulatory Body Defense Reimbursement:

up to the Other Governmental Regulatory Body Defense Reimbursement Limit set forth in the Declarations per **Insured** for attorney fees, expenses or fees incurred by the **Insured** for the investigation or defense of a proceeding before the United States Department of Health and Human Services (HHS), its designee or any state, for either alleged HIPAA Privacy Rule violations or Medicare and Medicaid payment investigations. The notice of investigation or proceeding must be:

- a. received by the **Insured** during the **Policy Period** and reported to the **Company** or its authorized agent during the **Policy Period** or within sixty (60) days thereafter or
- b. received by the **Insured** and reported to the **Company** or its authorized agent during any **Extended Reporting Period** of this policy for violations that were alleged to have occurred on or after the **Retroactive Date** and prior to the end of the **Policy Period**. Such notices must be reported to the **Company** or its authorized agent within ninety (90) days of receipt.

All investigations or proceedings arising out of the same or related investigation or proceeding by HHS, or its designee, or any state, shall be considered as having been first made at the time the notice of investigation or proceeding is first received by the **Insured** and the amount so payable shall not exceed the Other Governmental Body Defense Reimbursement Limit set forth in the Declarations. There is no coverage provided for HHS, its designee or any state's investigatory fees or costs. Fees or expenses incurred as a result of medical or psychological treatment rendered to the **Insured** are not covered.

Notice to the **Company** of an investigation or proceeding under Section V. SUPPLEMENTARY PAYMENTS, B. Governmental Regulatory Body Defense, is not notice of a **Claim**. If a **Claim** should arise out of any **Incident** that is the subject of such investigation or proceeding, notice of such **Claim** must be given in accordance with Section VIII. CONDITIONS, C. Duties of the **Insured** in the Event of a **Claim** or **Incident**.

C. Premises Medical Payments:

1. up to the per Person Premises Medical Payments Reimbursement Limit set forth in the Declarations for each person who sustains **Bodily Injury** caused by an accident; however, subject to the per Person Premises Medical Payments Reimbursement Limit, the **Company's** total limit of liability under this provision for all persons who sustain **Bodily Injury** during the **Policy Period** is the Aggregate Premises Medical Payments Reimbursement Limit set forth in the Declarations.
2. The **Company** will pay, regardless of fault, to or for each person other than the **Insured**, who sustains **Bodily Injury** caused by an accident that occurred during the **Policy Period**. This will include reasonable expenses of necessary medical, surgical, ambulance, hospital, professional nursing and funeral services, all incurred within four years from the date of the accident:
 - a. while on the premises owned by or rented to the **Insured** or
 - b. while elsewhere if such **Bodily Injury**:
 - i. arises out of the premises owned by or rented to the **Insured** or a condition in the ways immediately adjoining;
 - ii. is caused by the activities of the **Insured**; or
 - iii. is caused by the activities of an employee while engaged in the employment of the **Insured**.
3. This supplementary payment provision shall not apply to **Claims** brought against the **Insured** arising out of, in whole or part, the conduct of any trade, business, employment, profession or occupation outside of the **Insured's** practice as a psychologist or **Practitioner**.

D. **Assault** and/or **Battery** Coverage:

1. Up to the **Assault** and/or **Battery** Limit set forth in the Declarations per **Policy Period** for:
 - a. Medical expenses incurred as a result of **Bodily Injury** to an **Insured** if such **Bodily Injury** is caused by an **Assault** and/or **Battery** by or at the direction of another person who is not an **Insured** under the policy and
 - b. **Property Damage** to personal property owned by an **Insured** if such **Property Damage** is caused by an **Assault** and/or **Battery** by or at the direction of another person who is not an **Insured** under the policy.
2. Such **Assault** and/or **Battery** must happen on the **Insured's** work premises, including the ways immediately adjoining such premises, or while the **Insured** is away from such premises while providing psychological or other associated professional services.
3. Such **Assault** and/or **Battery** must occur during the **Policy Period**.
4. The **Assault** and/or **Battery** coverage does not apply to **Property Damage** to any mode of transportation used by the **Insured** to go to and from the **Insured's** work premises.
5. The **Assault** and/or **Battery** coverage does not apply to damage to any business or personal property owned, leased or rented by any other person or business enterprise while in the **Insured's** possession.
6. The **Assault** and/or **Battery** coverage applies as excess over any other available insurance covering such loss.

E. **Wrongful Employment Practices**:

up to the **Wrongful Employment Practices** Limit set forth in the Declarations for **Claims Expenses** and all sums that the **Insured** shall become legally obligated to pay as **Damages** for **Wrongful Employment Practices Claims** first made against the **Insured** and reported to the **Company** during the **Policy Period** arising out of any **Wrongful Employment Practice** by an **Insured**, provided the **Wrongful Employment Practices** coverage that was issued through the Psychologists Purchasing Group Association to such **Insured** and to which this policy is a renewal or a replacement but prior to the end of the **Policy Period**.

All **Wrongful Employment Practice Claims** shall be deemed as being first made when the **Insured** first receives written notice that a **Wrongful Employment Practice Claim** has been made.

All **Wrongful Employment Practice Claims** arising out of the same or related **Wrongful Employment Practice** shall be considered as having been made at the time the first such **Wrongful Employment Practice Claim** is made.

In addition to those exclusions in Section VI. EXCLUSIONS, this Supplementary Payment provision does not apply to **Wrongful Employment Practice Claims**:

1. based on or arising out of any obligations for which any **Insured** or any carrier acting as the insurer may be liable under any workers' compensation, unemployment compensation, disability or pension benefits law, or any similar laws, including but not limited to, the Employee Retirement Income Security Act of 1974, The Fair Labor Standards Act, the National Labor Relations Act of 1938 or Labor Management Relations Act, the Worker Adjustment and Retraining Notification Act (Public Law 100-37991968), the Consolidated Omnibus Budget Reconciliation Act of 1985, or the Occupational Safety and Health Act. This exclusion also applies to any rules or regulations promulgated under any of the foregoing and amendments thereto or any similar provisions of any federal, state or local law, and to that part of any **Damages** awarded for the cost or replacement of any insurance benefits due or alleged to be due to any current or former employee, the Family and Medical Leave Act, Public Law 103-3 (1993), and any amendments thereof;
2. based upon or arising from the breach of any express contract of employment for any express obligation to make payments in the event of termination of employment;
3. based upon or arising out of an obligation to pay **Damages** by reason of the assumption of liability in any contract or agreement. This exclusion does not apply to liability for **Damages** that the **Insured** would have in absence of the contract or agreement;
4. based upon or arising out of costs of complying with physical modifications to the **Insured's** premises or any changes to the **Insured's** usual business operations as mandated by the Americans with Disabilities Act of 1990 including any amendment thereto or rule or regulation promulgated thereto, or any similar federal, state or local law.
5. based upon or arising from any improper payroll deductions, or any claims for unpaid wages or overtime pay for hours actually worked or labor actually performed by any employee of the **Insured**, that results in any violation of any federal, state, local or foreign statutory law or any similar common law, and any rules, regulations and amendments thereto.

F. Deposition Expense:

up to the Deposition Expense Reimbursement Limit set forth in the Declarations per **Insured** for reasonable expenses the **Insured** incurs for fees charged by an attorney representing the **Insured** for a deposition provided:

1. the **Insured** receives a subpoena requesting documents or testimony for psychological or other associated professional services during the **Policy Period**;
2. the deposition is not for or related to a **Claim** against the **Insured**; and
3. the **Insured** has not been retained at any time to provide advice or testimony in any legal matter related to this deposition.

VI. EXCLUSIONS

This insurance does not apply:

- A. to **Claims** arising out of services performed by any **Insured** in his or her capacity as a physician, nurse practitioner, physician's assistant or surgeon's assistant; however, this exclusion is limited to services provided by such physician(s), nurse practitioner(s), physician's assistant(s) or surgeon's assistant(s) and this exclusion does not extend to the **Insured** who is charged with or found responsible for the acts of the physician(s), nurse practitioner(s), physician's assistant(s) or surgeon's assistant(s);
- B. to **Claims** brought against the **Insured** in his or her capacity as a proprietor, owner, partner, manager, superintendent or officer of any hospital, sanitarium, medical clinic, health maintenance organization, managed care facility or any other facility not specified in the Declarations or any endorsements thereto;
- C. to **Bodily Injury**:
 1. to any employee of the **Insured** arising out of and in the course of his or her employment by the **Insured** or in performing duties in the conduct of the **Insured's** business or
 2. to the spouse, domestic partner, child, parent or sibling of such employee as a consequence of paragraph 1. above.

This exclusion shall apply:

1. whether the **Insured** shall be liable as an employer or in his or her capacity as the operator or manager of the premises used in the **Named Insured's** practice for psychological or other associated professional services or
 2. to any obligation of the **Insured** to indemnify another because of **Damages** arising out of such injury; provided however, this exclusion shall not apply to **Bodily Injury** otherwise covered under Section V. SUPPLEMENTARY PAYMENTS, D. **Assault** and/or **Battery** Coverage;
- D. to any obligation of the **Insured** or any insurer under any worker's compensation, unemployment compensation, disability benefits law or under any similar law;
- E. to any fraudulent, criminal, malicious or materially dishonest acts or materially dishonest omissions of the **Insured** or with the **Insured's** consent. However, this exclusion will not apply to (i) any **Claim** alleging malicious prosecution and (ii) any **Insured** who did not participate in or acquiesce to any such act or omission;
- F. to **Bodily Injury** or **Property Damage** based on or arising out of the practice of the **Insured's** professional occupation unless the **Insured** is properly licensed, exempted or certified by the laws of the state(s) in which the **Insured** practices, or is otherwise qualified to practice the **Insured's** professional occupation in the absence of such laws;
- G. to acts, errors or omissions by any **Insured** expected or intended to cause **Physical Injury** or **Property Damage**, regardless of whether or not such act or omission was intended to cause the specific **Physical Injury** or **Property Damage** sustained. This exclusion shall not apply to any intentional act by or at the direction of the **Insured**, that results in **Physical Injury** or **Property Damage**, if such **Physical Injury** or **Property Damage** arises solely from the use of reasonable force or other measures for the purpose of protecting persons or property;
- H. to any **Claims** against any **Insured** alleging, in whole or in part:
1. sexual assault, sexual abuse or sexual molestation or
 2. licentious, immoral, amoral or other behavior that threatened, led to or culminated in any sexual act;
- whether committed intentionally, negligently, inadvertently or with the belief, erroneous or otherwise, that the other party is consenting and has the legal and mental capacity to consent thereto, that was committed, or alleged to have been committed, by the **Insured** or by any other person for whom the **Insured** is legally responsible.

This exclusion applies regardless of the legal theory or basis upon which the **Insured** is alleged to be legally liable or responsible, in whole or in part, for any **Damages** arising out of such actual or alleged behavior including, but not limited to, assertions of improper or negligent hiring, employment or supervision, failure to protect the other party, failure to prevent the sexual misconduct, failure to prevent **Assault** and/or **Battery** or failure to discharge the employee.

However, notwithstanding this exclusion, the **Insured** shall be entitled to a defense as provided under the terms of the policy as to any **Claim** upon which suit is brought for any such alleged behavior unless a judgment or final adjudication adverse to any **Insured**, or an admission by any **Insured** accused of such behavior, shall establish that such behavior caused, in whole or part, the injury claimed in such suit. The **Company** shall not be required to appeal a judgment or final adjudication adverse to the **Insured**.

If however, the **Insured** elects to appeal such judgment or final adjudication, and the judgment or final adjudication results in a reversal on the issue of liability, the **Company** shall reimburse the **Insured** for all reasonable **Claims Expenses** incurred in the appeals process;

- I. to **Personal Injury** or **Advertising Injury** arising out of:
1. the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of the **Insured**;
 2. the publication or utterance of a libel or slander, or a publication or utterance in violation of an individual's right of privacy by or on behalf of the **Insured** if the first injurious publication or utterance of the same or similar material was made before the **Retroactive Date** of this policy; or
 3. libel or slander or the publication or utterance of defamatory or disparaging material made by or at the direction of the **Insured** with knowledge of the falsity thereof concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy;

- J. to **Advertising Injury** arising out of:
1. the failure to perform the terms and conditions of a contract; however, this exclusion does not apply to the alleged breach of an implied contract caused by an alleged unauthorized appropriation of ideas;
 2. infringement of a trademark, a service mark or a trade name, other than a title or slogan, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised;
 3. a knowingly incorrect description in the advertised price of goods, products or services sold that are offered for sale or advertised; or
 4. any act committed by the **Insured** with actual malice;
- K. to any **Claim** brought by, or on behalf of, any **Insured** against any other **Insured** under this policy; provided however, this exclusion shall not apply to any **Claim** based upon or arising out of psychological or other associated professional services rendered by one **Insured** to another **Insured** or any **Claim** based upon or arising out of any obligation of one **Insured** to supervise another **Insured** in the provision of psychological or other associated professional services;
- L. to **Damages** arising out of infringement of copyright or plagiarism;
- M. to any **Claim**, action, judgment, liability, settlement, loss, defense, cost or expense in any way arising out of actual, alleged or threatened pollution, contamination or any environmental impairment resulting from seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or radioactive matter including, but not limited to, smoke, vapors, soots, fumes, acids, alkalis, chemicals or toxic matter; or waste material (including materials to be recycled, reconditioned or reclaimed); or oil or other petroleum substances or derivatives (including any oil refuse or oil mixed with waste), or thermal or vibratory effect including, but not limited to, heat or cold, into or upon land, the atmosphere or any water, course of body of water, underground water or water table supplies, whether such results directly, indirectly or in concurrence or in any sequence from the **Insured's** activities or the activities of others and whether or not such is sudden, gradual, accidental, intended, foreseeable, expected, fortuitous or inevitable and wherever or however such occurs.
- However, this exclusion shall not apply to **Bodily Injury** or **Property Damage** caused by heat, smoke or fumes from a **Hostile Fire** unless such fire involves:
1. materials that are or were at any time used for the handling, storage, disposal, processing or treatment of waste or
 2. any premises, site, or location:
 - a. that is or was at any time used for handling, storage, disposal, processing or treatment of waste or
 - b. on which any **Insured** or contractor or subcontractor working directly or indirectly on any **Insured's** behalf are performing operations to test for, monitor, cleanup, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants;
- N. to liability assumed by the **Insured** under any contract or agreement, except to the extent the **Insured** would be liable in the absence of such contract or agreement;
- O. to any **Claim** based upon or arising out of restraint of trade, price fixing or violation of any anti-trust law;
- P. to any **Claims** brought by or on behalf of any person employed by the **Insured**, any person who had been employed by the **Insured** or any person seeking employment with the **Insured** alleging any act, error or omission by an **Insured** with respect to the hiring, termination, compensation, or the tenure, term, condition, benefits or privilege of employment of any such person except as provided under Section V. SUPPLEMENTARY PAYMENTS, E. **Wrongful Employment Practices** or Section VII. DEFINITIONS, **Incident**, E.;
- Q. to **Claims** based upon or arising out of the valuation of assets or investment planning; and
- R. to:
1. **Claims, Wrongful Employment Practices Claims** or **Incidents** that were reported to any prior insurer;
 2. unreported **Claims** or **Wrongful Employment Practices Claims** that any **Insured** had received notice prior to the effective date of the first policy with the **Company**;
 3. **Incidents** or **Wrongful Employment Practices** that the **Insured** knew could result in a **Claim** prior to the effective date of the first policy issued by the **Company** to the **Named Insured**, and were not disclosed to the **Company**.

However, Section VI. EXCLUSIONS, R., 2. and 3. will not apply to any **Insured** who did not have knowledge of such **Incident** or resulting **Claim** prior to the first policy issued by the **Company** to the **Named Insured**.

VII. DEFINITIONS

The boldface words or terms in this policy or any endorsement thereto are defined as provided in this section:

“Advertising Injury” means injury arising out of an offense committed in the course of the **Insured’s** advertising activities if such injury arises out of libel, slander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title, trade dress or slogan or use of another’s advertising idea.

“Application” means all applications, including any attachments thereto, and all other information and materials submitted by or on behalf of the **Insureds** to the **Company** or its authorized agent in connection with the underwriting of this policy or any policy of which this policy is a direct or indirect renewal or replacement. All such applications, attachments, information and materials are deemed attached to and incorporated in this policy.

“Assault” means any willful attempt or threat to inflict injury upon another natural person, coupled with an apparent present ability to do so, that causes that person to have a reasonable apprehension of imminent **Bodily Injury** or offensive physical contact.

“Battery” means intentional and wrongful physical contact with a natural person without his or her consent that causes **Bodily Injury** or offensive physical contact.

“Bodily Injury” means any injury sustained by any person including, but not limited to:

- A. **Physical Injury**, sickness, disease, mental anguish or emotional distress, including death at any time resulting therefrom;
- B. psychological injury, pain or suffering, harm or impairment, including death at any time resulting therefrom; and
- C. loss of consortium or impairment of domestic or personal relations.

Bodily Injury shall not include any injury, damage or loss defined as **Personal Injury**, **Advertising Injury** or **Property Damage**.

“Claim” means a demand for money, or the filing of suit or institution of arbitration proceedings, naming the **Insured**.

“Claims Expenses” means:

- A. fees charged by an attorney(s) and/or independent adjustor(s) designated by the **Company** and all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **Claim** that arises in connection therewith, if incurred by the **Company** or by the **Insured** with written consent of the **Company**;
- B. all costs taxed against the **Insured** in such **Claims** and all interest on the entire amount of any judgment therein that accrues after entry of the judgment and before the **Company** has paid, tendered or deposited, whether in court or otherwise, the part of the judgment that does not exceed the limit of the **Company’s** liability, thereon; and
- C. premiums on appeal bonds and premiums on bonds to release attachments in such **Claims**; however, the **Company** shall have no obligation to apply for or furnish any such bond and **Claims Expenses** shall not include premiums for bond amounts in excess of the applicable Limit of Liability of this policy.

“Company” means the insurance company providing this insurance.

“Damages” means compensatory judgments, settlements or awards but does not include punitive or exemplary damages, fines or penalties, the return of fees or other consideration paid to the **Insured**, or the portion of any award or judgment caused by the multiplication of actual damages under federal or state law. However, if a suit is brought against the **Insured** with respect to a **Claim** for alleged acts, errors or omissions falling within the scope of coverage afforded by this insurance seeking both compensatory and punitive or exemplary damages, then the **Company** will afford a defense to such action, without liability however, for payment of such punitive or exemplary damages.

“Extended Reporting Period” means the period of the extension of coverage described in Section VIII. CONDITIONS, N. Automatic **Extended Reporting Period**, Section VIII. CONDITIONS, O. **Extended Reporting Period** Option, if exercised, or any other **Extended Reporting Period** endorsement to this policy issued by the **Company**.

“Hostile Fire” means one that becomes uncontrollable or breaks out from where it was intended to be.

“Incident” means:

- A. any act, error or omission in the rendering of or failure to render psychological or other associated professional services by the **Insured**, or by any person for whom the **Insured** is legally responsible; or
- B. any act, error or omission of the **Insured** as a psychologist or a **Practitioner** performing services as a member of a formal accreditation, ethics, peer review, licensing board, standards review or similar professional board or committee of a hospital, health facility, educational institution, professional organization, health maintenance organization or health plan; or
- C. an accident including continuous or repeated exposure to substantially the same general harmful conditions in the operation or management of the premises used in the **Insured’s** practice for psychological or other associated professional services that results in **Bodily Injury** or **Property Damage**; or
- D. an offense in the course of the **Insured’s** advertising activities for psychological or other associated professional services that results in an **Advertising Injury**; or
- E. if the **Insured** is a psychologist or **Practitioner** who provides services to any private or public organization, agency, college or university as a researcher, consultant, teacher, faculty member (including department, program or division chair), librarian, administrator, colleague or member of an instructional staff, then any act, error or omission in providing the following services:
 - 1. original or contracted research including psychological research on animals or humans;
 - 2. the design, development or evaluation of psychological tests or testing and/or assessment procedures;
 - 3. the dismissal, suspension, discipline or layoff of a faculty member prior to the expiration of a term appointment;
 - 4. the non-reappointment of a probationary faculty member;
 - 5. the decisions relating to the salary, other compensation, promotion, rank, leaves of absence, work assignment, resignation or other rights, duties and responsibilities of fellow faculty, researchers or staff employees;
 - 6. the enforcing of school standards, teaching, grading, evaluating, advising or supervising students; or
 - 7. the authorship of research, journal articles or other educational material; or
- F. an offense that results in **Personal Injury** from the practice of a psychologist or **Practitioner**.

“Insured” means any person or entity qualifying as an **Insured** in Section III. PERSONS INSURED.

“Named Insured” means the person or entity named in Item 1. of the Declarations of this policy. **Named Insured** also shall include any entity other than a joint venture that is acquired or formed by the **Named Insured** after the effective date of this policy and over which the **Named Insured** maintains ownership or majority interest. This coverage will:

- A. not apply if the newly acquired or formed entity knew of a **Claim** or **Incident** that might be expected to be the basis of such **Claim** prior to the date they were acquired or formed by the **Named Insured**;
- B. not apply if the newly acquired or formed entity is insured under any other similar liability or indemnity policy for an **Incident**, even if such limits of liability have been exhausted; or
- C. terminate in 90 days from the date that such entity is acquired or formed by the **Named Insured** or the end of the **Policy Period** whichever is earlier, unless written notice is provided to the **Company** or its authorized representative and such entity is added to the policy by endorsement.

“Personal Injury” means any injury arising out of:

- A. false arrest, detention, confinement or imprisonment, malicious prosecution, or abuse of process;
- B. the publication or utterance of a libel or slander or of other defamatory or disparaging materials, or a publication or utterance in violation of an individual’s right of privacy; or
- C. wrongful entry or eviction, or other invasion of the right of private occupancy.

“Physical Injury” means bodily harm or hurt, but shall not include:

- A. mental anguish;
- B. emotional distress; or
- C. psychological injury, pain or suffering, harm or impairment, including death at any time resulting therefrom.

“Policy Period” means the period from the inception date of this policy to the policy expiration date as set forth in Item 2. of the Declarations or its earlier termination date, if any.

“Practitioner” means an individual who is a psychologist practicing in any of its branches, an allied mental health professional, student, intern, resident, volunteer, assistant, parent coordinator, mediator, consultant, or coach who provides psychological or other associated professional services while in his or her capacity as an **Insured**.

“Primary Named Insured” is the psychologist whose name is signed on the **Application** and qualifies as an **Insured** under Section III. PERSONS INSURED, A. or B. Each policy shall have a **Primary Named Insured**. If the **Primary Named Insured** dies or is adjudged incompetent then the **Named Insured** or when appropriate the **Named Insured’s** legal representative shall designate a person to act as the **Primary Named Insured**.

“Property Damage” means:

- A. physical injury to or destruction of tangible property including the loss of use thereof at any time resulting therefrom. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- B. loss of use of tangible property that has not been physically injured or destroyed. All such loss of use shall be deemed to occur at the time of the **Incident** that caused it; or
- C. other loss, whether or not resulting from physical injury or damage to person or property.

“Retroactive Date” means the date listed in Item 4. of the declarations.

“Wrongful Employment Practice” means:

- A. wrongful refusal to employ a qualified applicant for employment;
- B. wrongful failure to promote a qualified employee;
- C. wrongful demotion, negligent evaluation, negligent reassignment or wrongful discipline;
- D. wrongful termination of employment, including retaliatory or constructive discharge;
- E. harassment, coercion, discrimination or humiliation as a consequence of race, color, creed, national origin, disability, marital status, medical condition, gender, age, physical appearance, physical and/or mental impairments, pregnancy, sexual orientation or sexual preference;
- F. oral or written publication of material that slanders, defames or libels an employee or violates or invades an employee’s right of privacy; or
- G. any practice that violates a state or federal employment discrimination statute.

“Wrongful Employment Practice Claim” means a demand for money or services, or the filing of suit or institution of arbitration proceedings or alternative dispute resolution naming an **Insured** and alleging a **Wrongful Employment Practice**. **Wrongful Employment Practice Claim** does not include proceedings seeking injunctive or other non-pecuniary relief.

VIII. CONDITIONS

- A. Territory: The insurance afforded by this policy applies to **Claims** that are first made and reported to the **Company** during the **Policy Period** for **Incidents** that occur anywhere in the world, provided such **Claim** is made or brought within the United States of America, its territories or possessions, or Canada.
- B. When a **Claim** is to be Considered as First Made: A **Claim** shall be considered as being first made at the earlier of the following times:
 - 1. when the **Insured** first receives written notice that a **Claim** has been made or
 - 2. when the **Company** or its authorized agent first receives written notice from the **Insured** of specific circumstances involving a particular person or entity that may result in a **Claim**.

All **Claims** arising out of the same or related **Incident** shall be considered as having been made at the time the first such **Claim** is made, and shall be subject to the same Limit of Liability.

- C. Duties of the **Insured** in the Event of a **Claim** or **Incident**: Upon the **Insured** becoming aware of any **Incident** that could reasonably be expected to be the basis of a **Claim** covered hereby, written notice shall be given by the **Insured** to the **Company** or its authorized agent together with the fullest information obtainable. If a **Claim** is made against the **Insured**, the **Insured** shall immediately forward to the **Company** or its authorized agent every demand, notice, summons or other process received by the **Insured** or the **Insured’s**

representative. A **Claim** shall be considered as reported during the **Policy Period** provided it is reported to the **Company** or its authorized agent within sixty (60) days of the expiration date of the **Policy Period**.

- D. Assistance and Cooperation of the **Insured** in the Event of a **Claim**: The **Insured** shall cooperate with the **Company** and, upon the **Company's** request, assist in affecting settlements, in the defense of any **Claim** and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Insured** because of **Damages** with respect to which this insurance applies. The **Insured** shall attend depositions, hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses in the defense of any **Claim** covered by this policy. The **Company** shall reimburse the **Insured** for reasonable expenses incurred at the **Company's** request. The **Insured** shall not, except at the **Insured's** own cost, voluntarily make any payments, assume any obligation or incur any expense.
- E. Assignment: The interest of any **Insured** is not assignable. If any **Insured** shall die or be adjudged incompetent, this insurance shall cover the **Insured's** legal representative as the **Insured** while acting on the **Insured's** behalf.
- F. Legal Action Against the **Company**: A person or organization may bring a suit against the **Company**, including but not limited to, a suit to recover on an Agreed Settlement or on a final judgment against an **Insured**, but the **Company** will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable Limit of Liability. An Agreed Settlement means a settlement and release of liability signed by the **Company**, the **Insured** and the claimant or the claimant's legal representative.

However, no action by an **Insured** shall lie against the **Company** unless there has been full compliance with all of the terms of this policy.

- G. Other Insurance: If there is other valid insurance (whether primary, excess, contingent or self-insurance) that may apply against any **Damages** or **Claims Expenses** including any coverage for Section V. SUPPLEMENTARY PAYMENTS, B. Governmental Regulatory Body Defense and E. **Wrongful Employment Practices**, covered by this policy, the insurance provided hereunder shall be deemed excess insurance over and above the applicable limit of all other insurance or self-insurance.

When this insurance is excess, the **Company** shall have no duty under this policy to defend any **Claim** that any other insurer or self-insurer has a duty to defend. If such other insurer or self-insurer refuses to defend such **Claim**, the **Company** shall defend the **Insured** and be entitled to the **Insured's** rights against all such other insurers or self-insurers for any defense costs incurred by the **Company**.

- H. Subrogation: In the event of any payment by the **Company** under this policy, the **Company** shall be subrogated to all the **Insured's** rights of recovery against any person, organization, or entity. The **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing to prejudice the position of the **Company** or its potential or actual rights of recovery after any **Incident** or **Claim**.
- I. Changes: The terms of this policy shall not be waived or changed, except by endorsement issued to form part of this policy.
- J. Bankruptcy or Insolvency of the **Insured**: Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the **Company** of any of its obligations hereunder or deprive the **Company** of its rights or defenses hereunder.
- K. Cancellation:

- 1. Cancellation by the **Primary Named Insured**

This insurance may be cancelled by the **Primary Named Insured** at any time by prior written notice to the **Company** or its authorized agent.

The **Company** or its authorized agent shall refund the paid premium less the earned portion thereof within thirty (30) days of the latter of the effective date of cancellation or the date of delivery of the notice of intent to cancel, subject always to the retention by the **Company** of any minimum premium stipulated herein (or proportion thereof previously agreed upon).

The earned portion of the premium shall be computed on the customary short-rate basis unless any state law or regulation of the state shown in the mailing address of the **Named Insured** set forth in the Declarations requires that return premium be computed on a pro-rata basis even in the event of cancellation by the **Primary Named Insured**.

2. Cancellation by the **Company** for Non-Payment of Premium

This insurance may be cancelled by the **Company** for non-payment of premium by sending written notice to the **Named Insured** at least thirty (30) days prior to the date of such cancellation.

3. Cancellation by the **Company** Other Than for Non-Payment of Premium

In the case of cancellation due to a reason other than non-payment of premium, the **Company** may cancel this policy by sending to the **Named Insured** set forth in the Declarations, by first class, registered or certified mail, at the **Named Insured's** address last known to the **Company** or its authorized agent, not less than ninety (90) days written notice, stating the specific reason for such cancellation and when the cancellation shall be effective. Proof of mailing will be sufficient proof of notice.

Cancellation by the **Company**, for other than non-payment of premium, shall only be effective if based on one or more of the following reasons:

- A. The policy was obtained through a material misrepresentation that was relied on by the **Company**, and such policy would not have been issued by the **Company** under the same terms and conditions if correct information had been disclosed;
- B. Material failure to comply with policy terms, conditions or contractual duties;
- C. The risk originally accepted has measurably increased; or
- D. Loss by the **Company** of reinsurance that provided coverage for all or a substantial part of the risk insured.

If the **Company** cancels the policy then the **Company** or its authorized agent shall refund the paid premium less the earned portion thereof within ten (10) business days after the effective date of cancellation. Minimum premium shall not apply to the return of unearned premium if cancellation is by the **Company**.

- L. **Nonrenewal:** The **Company** will renew this policy unless written notice of the **Company's** intent not to renew, stating the specific reasons for nonrenewal, is mailed to the **Named Insured** set forth in the Declarations not less than ninety (90) days before the policy expires.

Any notice of nonrenewal will be mailed by first class, registered or certified mail to the **Named Insured** at the last mailing address known to the **Company**. Proof of mailing will be sufficient proof of notice.

- M. **Renewal Rate Increase or Change in Policy Terms:** If at renewal the **Company** intends to increase the filed rate, change the deductible, reduce the Limit of Liability, or reduce coverage, the **Company** will mail notice to the **Named Insured** set forth in the Declarations at least sixty (60) days prior to the effective date of that increase or change.

Any notice of renewal premium increase or change in policy terms will be mailed by first class, registered or certified mail to the **Named Insured** at the last mailing address known to the **Company**. Proof of mailing will be sufficient proof of notice.

- N. **Automatic Extended Reporting Period:** If the policy is canceled or is not renewed, coverage granted by this policy shall continue for sixty (60) days following the effective date of such cancellation or nonrenewal at no additional cost. This automatic sixty (60) day **Extended Reporting Period** shall only apply to **Incidents** that occurred on or after the **Retroactive Date** and prior to the effective date of such cancellation or nonrenewal for **Claims** made during the **Policy Period** and reported to the **Company** within sixty (60) days of the effective date of such cancellation or nonrenewal.

The automatic sixty (60) day **Extended Reporting Period** will not be provided if:

- 1. the **Company** cancels for non-payment of premium;
- 2. this insurance is replaced with the same or similar insurance whether or not the limits or deductible are identical to those provided under this policy; or
- 3. an **Extended Reporting Period** is provided under any other conditions of this policy.

The Limit of Liability available under this extension shall be part of, and not in addition to, the Limits of Liability available under the policy.

- O. **Extended Reporting Period Option:**

- 1. Cancellation/Nonrenewal/Change in Terms:

- a. The **Named Insured** or any **Insured** who is a psychologist or **Practitioner** shall have the right to purchase the **Extended Reporting Period** Option in the case of:
- i. cancellation or nonrenewal of this policy for any reason other than flat cancellation by the **Company** effective at policy inception or cancellation for non-payment of premium;
 - ii. the **Company** advancing a **Retroactive Date** from one previously applied to this policy;
 - iii. the **Company** reducing coverage or increasing the filed rate;
 - iv. an **Insured** whose affiliation with the **Named Insured** has been terminated; or
 - v. the **Named Insured** does not elect to purchase the Extended Reporting Period endorsement upon termination of the policy.
- b. The **Extended Reporting Period** Option shall apply solely to:
- i. **Claims** first made against an **Insured** during such **Extended Reporting Period** for an **Incident** that occurred on or after the **Retroactive Date** and prior to the effective date of such cancellation or nonrenewal and
 - ii. those notices of investigation or proceedings described in Section V. SUPPLEMENTARY PAYMENTS, B. Governmental Regulatory Body Defense, against an **Insured**, first received during the **Extended Reporting Period** Option as a result of an occurrence or violation that occurred on or after the **Retroactive Date** and prior to the effective date of such cancellation or nonrenewal.
- If the **Extended Reporting Period** Option is provided to an **Insured** who is a psychologist or **Practitioner** but not to the **Named Insured**, then such **Extended Reporting Period** Option will apply solely to such **Insured** and solely to **Claims** made against such **Insured** or those notices of investigation or proceedings described in Section V. SUPPLEMENTARY PAYMENTS, B. Governmental Regulatory Body Defense against such **Insured**.
- c. **Extended Reporting Period** Option Premium:
- i. If the **Extended Reporting Period** Option is purchased by the **Named Insured**, then the premium shall be calculated using the full annual premium of this policy.
 - ii. If the **Extended Reporting Period** Option is purchased by an **Insured** who is a psychologist or **Practitioner** but not purchased by the **Named Insured**, then the premium shall be calculated using the full annual premium for such **Insured**.

The additional premium for such **Extended Reporting Period** Option is as follows:

- 90% of the full annual premium as described in i. or ii. above, to a period of twelve (12) months;
 - 135% of the full annual premium as described in i. or ii. above, to a period of twenty-four (24) months;
 - 150% of the full annual premium as described in i. or ii. above, to a period of thirty-six (36) months; or
 - 175% of the full annual premium as described in i. or ii. above, to an unlimited period.
- d. The **Extended Reporting Period** Option shall begin on the effective date of cancellation, nonrenewal or change in terms as described in Section VIII. CONDITIONS, O., 1. Cancellation/Nonrenewal/Change in Terms, a., ii., iii. and iv. The right to purchase the **Extended Reported Period** Option shall terminate sixty (60) days after the effective date of such cancellation, nonrenewal or change in terms unless written notice of such election, together with the additional premium, is received by the **Company** or its authorized agent from the **Insured** within that sixty (60) day period.

Subject to the foregoing, in the event that the **Named Insured** is an entity and the policy is terminated the premium calculation stated above shall not include a charge for any **Insured** who qualifies for a free **Extended Reporting Period** Option under Section VIII. CONDITIONS, O., 2. Retiree Provision or 3. Death or Disability of **Insured**, provided always that notice is given to the **Company** or its authorized agent as required below and the other provisions of Section VIII. CONDITIONS, O., 2. Retiree Provision or 3. Death or Disability of **Insured**, are fully satisfied.

2. Retiree Provision: Notwithstanding Section VIII. CONDITIONS, O., 1. Cancellation/Nonrenewal/Change in Terms, the payment of an additional premium for an unlimited **Extended Reporting Period** Option will be waived due to the **Insured's(s')** retirement from active practice provided:
 - a. the **Insured** is a psychologist or **Practitioner**;
 - b. written notice of this election is given to the **Company** within sixty (60) days after termination of this policy; and
 - c. all premiums and deductibles due the **Company** have been paid in full.
 3. Death or Disability of **Insured**: Notwithstanding Section VIII. CONDITIONS, E. Assignment and Section VIII. CONDITIONS, O. **Extended Reporting Period** Option, 1. Cancellation/Nonrenewal/Change in Terms, the payment of an additional premium for an unlimited **Extended Reporting Period** Option will be waived due to the **Insured's(s')** death or disability provided:
 - a. the **Insured** is, or prior to his or her death or disability was, a psychologist or **Practitioner**;
 - b. the death or disability of the **Insured** occurs during the **Policy Period**;
 - c. in the event of disability, the **Insured** is totally and continuously disabled from the practice of psychology a minimum of six (6) months prior to the election of this option;
 - d. satisfactory written evidence of death or disability is provided to the **Company** within one (1) year of such death or disability; and
 - e. all premiums and deductibles due the **Company** have been paid in full.
 4. The Limit of Liability available for the **Extended Reporting Period** Option shall be part of, and not in addition to, the Limits of Liability for the last **Policy Period**. The **Extended Reporting Period** Option, if elected, shall not increase or reinstate the Limits of Liability. Such Limits of Liability shall be the maximum Limit of Liability of the **Company** for the **Policy Period**, the Automatic **Extended Reporting Period**, and the **Extended Reporting Period** Option combined.
 5. Once the **Extended Reporting Period** Option is in effect, it may not be cancelled and the entire premium shall be deemed fully earned. The **Company** shall not be liable to return to any **Insured** any portion of the premium for the **Extended Reporting Period** Option.
- P. **Declarations and Application**: By acceptance of this policy, the **Primary Named Insured** agrees on behalf of the **Named Insured** that the statements in the **Application** are the **Named Insured's** agreements and representations, and that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between the **Named Insured** and the **Company** or its agent relating to this insurance.
- Q. **Reimbursement**: While the **Company** has no duty to do so, if the **Company** pays **Damages**:
1. within the amount of the applicable deductible and/or
 2. in excess of the Limit of Liability
- all **Insureds** shall be jointly and severally liable to the **Company** for such amounts. Upon written demand, the **Insured** shall repay such amounts to the **Company** within thirty (30) days thereof.
- R. This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of **Claims**.
- S. **Liberalization Clause**: If the **Company** adopts any endorsement or policy that would broaden the coverage under the policy, the broadened coverage will apply solely to (i) **Claims** made or (ii) notices of investigations, proceedings or hearings described in Section V. SUPPLEMENTARY PAYMENTS that are received, after the **Company** adopts such revision, if:
1. the filing of the endorsement or policy is made and approved by the Department of Insurance in the state indicated in the Declarations as the address of the **Named Insured**;
 2. the endorsement or policy does not increase the premium; and
 3. the **Company** issues the endorsement or policy in the state indicated in the Declarations as the address of the **Named Insured**.



Research or Academic Psychologist's Professional Liability Policy (Claims Made)

NOTICE

THIS POLICY PROVIDES CLAIMS MADE COVERAGE. THE POLICY IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD UNLESS, AND TO THE EXTENT, ANY EXTENDED REPORTING PERIOD APPLIES. PLEASE REVIEW THE POLICY CAREFULLY. THIS POLICY IS INCOMPLETE WITHOUT THE DECLARATIONS ATTACHED.

The **Company** agrees with the **Named Insured**, in consideration of the payment of the premium, and in reliance upon the statements in the **Application** and subject to the Declarations, Limit of Liability, Exclusions, Conditions and other terms of the policy, as follows:

I. INSURING AGREEMENT

The **Company** will pay on behalf of the **Insured** all sums that the **Insured** shall become legally obligated to pay as **Damages** for **Claims** first made against the **Insured** as a **Research or Academic Psychologist** and reported to the **Company** during the **Policy Period** or any **Extended Reporting Period**, for an **Incident**. Any such **Incident** must occur on or after the **Retroactive Date** and prior to the end of the **Policy Period**.

II. DEFENSE AND SETTLEMENT

The **Company** shall have the right and duty to defend any **Claim** against the **Insured** seeking **Damages** for an **Incident**, even if any of the allegations of the **Claim** are groundless, false or fraudulent. The **Company** shall not be obligated to pay any **Damages** or **Claims Expenses** or continue to defend any **Claim** after the applicable limit of the **Company's** liability has been exhausted by payment of **Damages**.

The **Company**, at its option, shall select and assign defense counsel; however, an **Insured** may engage additional counsel, solely at the **Insured's** expense, to associate in the defense of any **Claim** covered hereunder. **Claims Expenses** incurred by the **Company** shall be paid in addition to the applicable Limit of Liability.

The **Company** shall also have the right to investigate any **Claim** and/or negotiate the settlement thereof, as it deems expedient, but the **Company** shall not commit an **Insured** to any settlement without the **Named Insured's** written consent. If the **Named Insured** refuses to consent to any settlement recommended in writing by the **Company** that is acceptable to the claimant and the **Named Insured** elects to contest the **Claim** or continue any legal proceedings in connection with such **Claim**, then the **Company** shall be relieved of any further duty to defend the **Claim**, and the liability of the **Company** for **Damages** and **Claims Expenses** shall not exceed the amount for which the **Claim** could have been settled as well as the **Claims Expenses** incurred by the **Company** or with the **Company's** consent up to the date of such refusal. The **Insured** shall not assume any obligations, incur any costs, charges, or expenses or enter into any settlement without the **Company's** written consent.

III. PERSONS INSURED

Each of the following is an **Insured** under this policy to the extent set forth below:

- A. the **Named Insured** so designated in the Declarations;
- B. any person or entity listed as an Additional Insured on a **Research or Academic Psychologist's** Professional Liability claims made policy issued to the **Named Insured**: (i) that was purchased through the Psychologists Purchasing Group Association and (ii) to which this policy is a renewal or a replacement, but only for **Incidents** that occurred while the Additional Insured Endorsement listing such person or entity was in effect

and solely for **Incidents** that are covered under this policy resulting from the sole negligence of another **Insured**; and

- C. any person or entity which leases premises to the **Named Insured**, but only as respects liability imposed on such person or entity solely as a result of the operation or management of the premises used in the **Named Insured's** duties or responsibilities as a **Research or Academic Psychologist**.

IV. LIMIT OF LIABILITY

Regardless of the number of **Insureds** under this policy, **Claims** made or suits brought, or the number of persons or entities making **Claims** or bringing suits, the **Company's** liability is limited as follows:

- A. Subject to the Aggregate Limit of Liability set forth in the Declarations, the maximum liability of the **Company** for any one **Incident** shall be the Each **Incident** Limit of Liability set forth in the Declarations. All **Claims** arising from the same or related **Incident** shall be considered a single **Claim** and shall be subject to the same Each **Incident** Limit of Liability set forth in the Declarations.
- B. The Aggregate Limit of Liability set forth in the Declarations is the maximum the **Company** will pay for all **Claims** covered by the policy.
- C. Upon the exhaustion of the applicable Aggregate Limit of Liability for each **Insured** by payment of **Damages** the **Company's** duty to defend or to make any payments pursuant to Section II. DEFENSE AND SETTLEMENT, for such **Insured** shall be completely fulfilled and extinguished.
- D. Neither the Automatic **Extended Reporting Period** nor the purchase of any **Extended Reporting Period** Option shall increase the Limit of Liability set forth in the Declarations.
- E. When prejudgment interest is payable under this policy it shall be in addition to the Limits of Liability.

V. SUPPLEMENTARY PAYMENTS

The **Company** will pay, in addition to the applicable Limit of Liability, the following:

A. Loss of Earnings:

up to the Loss of Earnings Reimbursement Limit set forth in the Declarations for loss of earnings to each individual **Insured** for each day or part of a day that such **Insured**, at the **Company's** request, attends a trial, hearing or arbitration proceeding involving a civil suit against such **Insured** for covered **Damages**; provided however, the amount so payable for any one or series of trials, hearings or arbitration proceedings arising out of the same **Incident** shall in no event exceed the Loss of Earnings Aggregate Per **Incident** Reimbursement Limit set forth in the Declarations.

B. Governmental Regulatory Body Defense:

1. Licensing Board Defense Reimbursement:

up to the Licensing Board Defense Reimbursement Limit set forth in the Declarations per **Insured** for attorney fees, expenses or fees incurred by the **Insured** for the investigation or defense of a proceeding before a licensing board that regulates the practice of psychology or other associated professional services. The notice of investigation or proceeding must be:

- a. received by the **Insured** during the **Policy Period** and reported to the **Company** or its authorized agent during the **Policy Period** or within sixty (60) days thereafter or
- b. received by the **Insured** and reported to the **Company** or its authorized agent during any **Extended Reporting Period** of this policy for occurrences that were alleged to have occurred on or after the **Retroactive Date** and prior to the end of the **Policy Period**. Such notices must be reported to the **Company** or its authorized agent within ninety (90) days of receipt.

All investigations or proceedings arising out of the same or related investigation or proceeding by any licensing board shall be considered as having been first made at the time the notice of investigation or proceeding is first received by the **Insured** and the amount so payable shall not exceed the Licensing Board Defense Reimbursement Limit set forth in the Declarations. There is no coverage provided for a licensing board's investigatory fees or costs. Fees or expenses incurred as a result of medical or psychological treatment rendered to the **Insured** are not covered.

2. Other Governmental Regulatory Body Defense Reimbursement:

up to the Other Governmental Regulatory Body Defense Reimbursement Limit set forth in the Declarations per **Insured** for attorney fees, expenses or fees incurred by the **Insured** for the investigation or defense of a proceeding before the United States Department of Health and Human Services (HHS), its designee or any state, for alleged HIPAA Privacy Rule violations. The notice of investigation or proceeding must be:

- a. received by the **Insured** during the **Policy Period** and reported to the **Company** or its authorized agent during the **Policy Period** or within sixty (60) days thereafter or
- b. received by the **Insured** and reported to the **Company** or its authorized agent during any **Extended Reporting Period** of this policy for violations that were alleged to have occurred on or after the **Retroactive Date** and prior to the end of the **Policy Period**. Such notices must be reported to the **Company** or its authorized agent within ninety (90) days of receipt.

All investigations or proceedings arising out of the same or related investigation or proceeding by HHS, its designee or any state, shall be considered as having been first made at the time the notice of investigation or proceeding is first received by the **Insured** and the amount so payable shall not exceed the Other Governmental Regulatory Body Defense Reimbursement Limit set forth in the Declarations. There is no coverage provided for HHS, its designee or any state's investigatory fees or costs. Fees or expenses incurred as a result of medical or psychological treatment rendered to the **Insured** are not covered.

Notice to the **Company** of an investigation or proceeding under Section V. SUPPLEMENTARY PAYMENTS, B. Governmental Regulatory Body Defense, is not notice of a **Claim**. If a **Claim** should arise out of any **Incident** that is the subject of such investigation or proceeding, notice of such **Claim** must be given in accordance with Section VIII. CONDITIONS, C. Duties of the **Insured** in the Event of a **Claim** or **Incident**.

C. Premises Medical Payments:

1. up to the per Person Premises Medical Payments Reimbursement Limit set forth in the Declarations for each person who sustains **Bodily Injury** caused by an accident; however, subject to the per Person Premises Medical Payments Reimbursement Limit, the **Company's** total limit of liability under this provision for all persons who sustain **Bodily Injury** during the **Policy Period** is the Aggregate Premises Medical Payments Reimbursement Limit set forth in the Declarations.
2. The **Company** will pay, regardless of fault, to or for each person other than the **Insured**, who sustains **Bodily Injury** caused by an accident that occurred during the **Policy Period**. This will include reasonable expenses of necessary medical, surgical, ambulance, hospital, professional nursing and funeral services, all incurred within four years from the date of the accident:
 - a. while on the premises owned by or rented to the **Named Insured** or
 - b. while elsewhere if such **Bodily Injury**:
 - i. arises out of the premises owned by or rented to the **Named Insured** or a condition in the ways immediately adjoining;
 - ii. is caused by the activities of the **Named Insured**; or
 - iii. is caused by the activities of an employee while engaged in the employment of the **Named Insured**.
3. This supplementary payment provision shall not apply to **Claims** brought against the **Insured** arising out of, in whole or part, the conduct of any trade, business, employment, profession or occupation outside of the **Insured's** practice as a **Research or Academic Psychologist**.

D. **Assault** and/or **Battery** Coverage:

1. Up to the **Assault** and/or **Battery** limit set forth in the Declarations per **Policy Period** for:
 - a. Medical expenses incurred as a result of **Bodily Injury** to an **Insured** if such **Bodily Injury** is caused by an **Assault** and/or **Battery** by or at the direction of another person who is not an **Insured** under the policy and
 - b. **Property Damage** to personal property owned by an **Insured** if such **Property Damage** is caused by an **Assault** and/or **Battery** by or at the direction of another person who is not an **Insured** under the policy.
2. Such **Assault** and/or **Battery** must happen on the **Insured's** work premises, including the ways immediately adjoining such premises, or while the **Insured** is away from such premises while engaged in the duties or responsibilities of a **Research or Academic Psychologist** or in performing services as a

member of a formal accreditation, ethics, peer review, licensing boards, standards review or similar professional board or committee of a hospital, health facility, educational institution, professional organization, health maintenance organization or health plan.

3. Such **Assault** and/or **Battery** must occur during the **Policy Period**.
4. The **Assault** and/or **Battery** coverage does not apply to **Property Damage** to any mode of transportation used by the **Insured** to go to and from the **Insured's** work premises.
5. The **Assault** and/or **Battery** coverage does not apply to damage to any business or personal property owned, leased or rented by any other person or business enterprise while in the **Insured's** possession.
6. The **Assault** and/or **Battery** coverage applies as excess over any other available insurance covering such loss.

VI. EXCLUSIONS

This insurance does not apply:

- A. to **Claims** arising out of services performed by any **Insured** in his or her capacity as a physician, nurse practitioner, physician's assistant or surgeon's assistant; however, this exclusion is limited to services provided by such physician(s), nurse practitioner(s), physician's assistant(s) or surgeon's assistant(s) and this exclusion does not extend to the **Insured** who is charged with or found responsible for the acts of the physician(s), nurse practitioner(s), physician's assistant(s) or surgeon's assistant(s);
- B. to **Claims** brought against the **Insured** in his or her capacity as a proprietor, owner, partner, manager, superintendent or officer of any hospital, sanitarium, medical clinic, health maintenance organization, managed care facility or any other facility not specified in the Declarations or any endorsements thereto;
- C. to **Bodily Injury**:
 1. to any employee of the **Insured** arising out of and in the course of his or her employment by the **Insured** or in performing duties in the conduct of the **Insured's** business or
 2. to the spouse, domestic partner, child, parent or sibling of such employee as a consequence of paragraph 1. above.

This exclusion shall apply:

1. whether the **Insured** shall be liable as an employer or in his or her capacity as the operator or manager of the premises used in the **Named Insured's** performance of duties or responsibilities as a **Research or Academic Psychologist** or
 2. to any obligation of the **Insured** to indemnify another because of **Damages** arising out of such injury; provided however, this exclusion shall not apply to **Bodily Injury** otherwise covered under Section V. SUPPLEMENTARY PAYMENTS, D. **Assault** and/or **Battery** Coverage;
- D. to any obligation of the **Insured** or any insurer under any worker's compensation, unemployment compensation, disability benefits law or under any similar law;
 - E. to any fraudulent, criminal, malicious or materially dishonest acts or materially dishonest omissions of the **Insured** or with the **Insured's** consent. However, this exclusion will not apply to any **Claim** alleging malicious prosecution;
 - F. to **Bodily Injury** or **Property Damage** based on or arising out of the practice of the **Insured's** professional occupation unless the **Insured** is properly licensed, exempted or certified by the laws of the state(s) in which the **Insured** practices, or is otherwise qualified to practice the **Insured's** professional occupation in the absence of such laws;
 - G. to acts, errors or omissions by any **Insured** expected or intended to cause **Physical Injury** or **Property Damage**, regardless of whether or not such act or omission was intended to cause the specific **Physical Injury** or **Property Damage** sustained. This exclusion shall not apply to any intentional act by or at the direction of the **Insured**, that results in **Physical Injury** or **Property Damage**, if such **Physical Injury** or **Property Damage** arises solely from the use of reasonable force or other measures for the purpose of protecting persons or property;
 - H. to any **Claims** against any **Insured** alleging, in whole or in part:

1. sexual assault, sexual abuse or sexual molestation or
2. licentious, immoral, amoral or other behavior that threatened, led to or culminated in any sexual act;

whether committed intentionally, negligently, inadvertently or with the belief, erroneous or otherwise, that the other party is consenting and has the legal and mental capacity to consent thereto, that was committed, or alleged to have been committed, by the **Insured** or by any other person for whom the **Insured** is legally responsible.

This exclusion applies regardless of the legal theory or basis upon which the **Insured** is alleged to be legally liable or responsible, in whole or in part, for any **Damages** arising out of such actual or alleged behavior including, but not limited to, assertions of improper or negligent hiring, employment or supervision, failure to protect the other party, failure to prevent the sexual misconduct, failure to prevent **Assault** and/or **Battery** or failure to discharge the employee.

However, notwithstanding this exclusion, the **Insured** shall be entitled to a defense as provided under the terms of the policy as to any **Claim** upon which suit is brought for any such alleged behavior unless a judgment or final adjudication adverse to any **Insured**, or an admission by any **Insured** accused of such behavior, shall establish that such behavior caused, in whole or part, the injury claimed in such suit. The **Company** shall not be required to appeal a judgment or final adjudication adverse to the **Insured**.

If however, the **Insured** elects to appeal such judgment or final adjudication, and the judgment or final adjudication results in a reversal on the issue of liability, the **Company** shall reimburse the **Insured** for all reasonable **Claims Expenses** incurred in the appeals process;

- I. to **Personal Injury** or **Advertising Injury** arising out of:
 1. the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of the **Insured**;
 2. the publication or utterance of a libel or slander, or a publication or utterance in violation of an individual's right of privacy by or on behalf of the **Insured** if the first injurious publication or utterance of the same or similar material was made before the **Retroactive Date** of this policy; or
 3. libel or slander or the publication or utterance of defamatory or disparaging material made by or at the direction of the **Insured** with knowledge of the falsity thereof concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy;
- J. to **Advertising Injury** arising out of:
 1. the failure to perform the terms and conditions of a contract; however, this exclusion does not apply to the alleged breach of an implied contract caused by an alleged unauthorized appropriation of ideas;
 2. infringement of a trademark, a service mark or a trade name, other than a title or slogan, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised;
 3. a knowingly incorrect description in the advertised price of goods, products or services sold that are offered for sale or advertised; or
 4. any act committed by the **Insured** with actual malice;
- K. to any **Claim** brought by one **Insured** under this policy against any other **Insured** under this policy;
- L. to **Damages** arising out of infringement of copyright or plagiarism;
- M. to any **Claim**, action, judgment, liability, settlement, loss, defense, cost or expense in anyway arising out of actual, alleged or threatened pollution, contamination or any environmental impairment resulting from seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or radioactive matter including, but not limited to, smoke, vapors, soots, fumes, acids, alkalis, chemicals or toxic matter; or waste material (including materials to be recycled, reconditioned or reclaimed); or oil or other petroleum substances or derivatives (including any oil refuse or oil mixed with waste), or thermal or vibratory effect including, but not limited to, heat or cold, into or upon land, the atmosphere or any water, course of body of water, underground water or water table supplies, whether such results directly, indirectly or in concurrence or in any sequence from the **Insured's** activities or the activities of others and whether or not such is sudden, gradual, accidental, intended, foreseeable, expected, fortuitous or inevitable and wherever or however such occurs.

However, this exclusion shall not apply to **Bodily Injury** or **Property Damage** caused by heat, smoke or fumes from a **Hostile Fire** unless such fire involves:

1. materials that are or were at any time used for the handling, storage, disposal, processing or treatment of waste or
 2. any premises, site, or location:
 - a. that is or was at any time used for handling, storage, disposal, processing or treatment of waste or
 - b. on which any **Insured** or contractor or subcontractor working directly or indirectly on any **Insured's** behalf are performing operations to test for, monitor, cleanup, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants;
- N. to liability assumed by the **Insured** under any contract or agreement, except to the extent the **Insured** would be liable in the absence of such contract or agreement;
- O. to any **Claim** based upon or arising out of restraint of trade, price fixing or violation of any anti-trust law;
- P. to any **Claims** brought by or on behalf of any person employed by the **Named Insured**, any person who had been employed by the **Named Insured** or any person seeking employment with the **Named Insured** alleging any act, error or omission by an **Insured** with respect to the hiring, termination, compensation, or the tenure, term, condition, benefits or privilege of employment of any such person except as provided under Section VII. DEFINITIONS, **Incident**, A.;
- Q. to:
1. **Claims** or **Incidents** that were reported to any prior insurer;
 2. unreported **Claims** that the **Insured** had received notice prior to the effective date of the first policy with the **Company**; and
 3. **Incidents** that the **Insured** knew could result in a **Claim** prior to the effective date of the first policy issued by the **Company** to the **Named Insured**, and were not disclosed to the **Company**; and
- R. to either the delivery of any direct psychological services to patients or clients or testing or assessing personnel for actual employment related purposes.

VII. DEFINITIONS

The boldface words or terms in this policy or any endorsement thereto are defined as provided in this section:

“Advertising Injury” means injury arising out of an offense committed in the course of the **Named Insured's** advertising activities if such injury arises out of libel, slander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title, trade dress or slogan or use of another's advertising idea.

“Application” means all applications, including any attachments thereto, and all other information and materials submitted by or on behalf of the **Insureds** to the **Company** or its authorized agent in connection with the underwriting of this policy or any policy of which this policy is a direct or indirect renewal or replacement. All such applications, attachments, information and materials are deemed attached to and incorporated in this policy.

“Assault” means any willful attempt or threat to inflict injury upon another natural person, coupled with an apparent present ability to do so, that causes that person to have a reasonable apprehension of imminent **Bodily Injury** or offensive physical contact.

“Battery” means intentional and wrongful physical contact with a natural person without his or her consent that causes **Bodily Injury** or offensive physical contact.

“Bodily Injury” means any injury sustained by any person including, but not limited to:

- A. **Physical Injury**, sickness, disease, mental anguish or emotional distress, including death at any time resulting therefrom;
- B. psychological injury, pain or suffering, harm or impairment, including death at any time resulting therefrom; and
- C. loss of consortium or impairment of domestic or personal relations.

Bodily Injury shall not include any injury, damage or loss defined as **Personal Injury**, **Advertising Injury** or **Property Damage**.

“Claim” means a demand for money, or the filing of suit or institution of arbitration proceedings, naming the **Insured**.

“Claims Expenses” means:

- A. fees charged by an attorney(s) and/or independent adjustor(s) designated by the **Company** and all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **Claim** that arises in connection therewith, if incurred by the **Company** or by the **Insured** with written consent of the **Company**;
- B. all costs taxed against the **Insured** in such **Claims** and all interest on the entire amount of any judgment therein that accrues after entry of the judgment and before the **Company** has paid, tendered or deposited, whether in court or otherwise, the part of the judgment that does not exceed the limit of the **Company's** liability, thereon; and
- C. premiums on appeal bonds and premiums on bonds to release attachments in such **Claims**; however, the **Company** shall have no obligation to apply for or furnish any such bond and **Claims Expenses** shall not include premiums for bond amounts in excess of the applicable Limit of Liability of this policy.

“**Company**” means the insurance company providing this insurance.

“**Damages**” means compensatory judgments, settlements or awards but does not include punitive or exemplary damages, fines or penalties, the return of fees or other consideration paid to the **Insured**, or the portion of any award or judgment caused by the multiplication of actual damages under federal or state law. However, if a suit is brought against the **Insured** with respect to a **Claim** for alleged acts, errors or omissions falling within the scope of coverage afforded by this insurance seeking both compensatory and punitive or exemplary damages, then the **Company** will afford a defense to such action, without liability however, for payment of such punitive or exemplary damages.

“**Extended Reporting Period**” means the period of the extension of coverage described in Section VIII. CONDITIONS, N. Automatic **Extended Reporting Period**, Section VIII. CONDITIONS, O. **Extended Reporting Period** Option, if exercised, or any other **Extended Reporting Period** endorsement to this policy issued by the **Company**.

“**Hostile Fire**” means one that becomes uncontrollable or breaks out from where it was intended to be.

“**Incident**” means:

- A. any act, error or omission by the **Insured**, or by any other person for whose actions the **Insured** is legally responsible, in the performance of the following duties or responsibilities as a **Research or Academic Psychologist**:
 1. original or contracted research including psychological research on animals or humans;
 2. the design, development or evaluation of psychological tests or testing and/or assessment procedures;
 3. the dismissal, suspension, discipline or layoff of a faculty member prior to the expiration of a term appointment;
 4. the non-reappointment of a probationary faculty member;
 5. decisions relating to the salary, other compensation, promotion, rank, leaves of absence, work assignment, resignation or other rights, duties and responsibilities of fellow faculty, researchers or staff employees;
 6. the enforcing of school standards, teaching, grading, evaluating, advising or supervising students; and
 7. the authorship of research, journal articles or other educational material;
 - B. any act, error or omission of the **Insured** as a **Research or Academic Psychologist** in performing services as a member of a formal accreditation, ethics, peer review, licensing board, standards review or similar professional board or committee of a hospital, health facility, educational institution, professional organization, health maintenance organization or health plan;
 - C. an offense caused by an **Insured**, or by any other person for whose actions the **Insured** is legally responsible, in the performance of duties or responsibilities as a **Research or Academic Psychologist** that results in **Personal Injury**;
 - D. an accident including continuous or repeated exposure to substantially the same general harmful conditions in the operation or management of the premises used in the **Named Insured's** performance of duties or responsibilities as a **Research or Academic Psychologist** that results in **Bodily Injury** or **Property Damage**;
- or

- E. an offense caused by an **Insured**, or by any other person for whose actions the **Insured** is legally responsible, in the course of the **Named Insured's** advertising activities as a **Research or Academic Psychologist** that results in an **Advertising Injury**.

“**Insured**” means any person or entity qualifying as an **Insured** in Section III. PERSONS INSURED.

“**Named Insured**” means the person named in Item 1. of the Declarations of this policy.

“**Personal Injury**” means any injury arising out of:

- A. false arrest, detention, confinement or imprisonment, malicious prosecution, or abuse of process;
- B. the publication or utterance of a libel or slander or of other defamatory or disparaging materials, or a publication or utterance in violation of an individual's right of privacy; or
- C. wrongful entry or eviction, or other invasion of the right of private occupancy.

“**Physical Injury**” means bodily harm or hurt, but shall not include:

- A. mental anguish;
- B. emotional distress; or
- C. psychological injury, pain or suffering, harm or impairment, including death at any time resulting therefrom.

“**Policy Period**” means the period from the inception date of this policy to the policy expiration date as set forth in Item 2. of the Declarations or its earlier termination date, if any.

“**Property Damage**” means:

- A. physical injury to or destruction of tangible property including the loss of use thereof at any time resulting therefrom. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- B. loss of use of tangible property that has not been physically injured or destroyed. All such loss of use shall be deemed to occur at the time of the **Incident** that caused it; or
- C. other loss, whether or not resulting from physical injury or damage to person or property.

“**Research or Academic Psychologist**” means any psychologist who owns, is an employee of, or contracts with any private or public organization, agency, college or university and who practices psychology, solely as one or more of the following: a researcher, consultant, teacher, faculty member (including Department, Program or Division Chair), librarian, administrator, colleague or member of an instructional staff.

“**Retroactive Date**” means the date listed in Item 4. of the Declarations.

VIII. CONDITIONS

- A. Territory: The insurance afforded by this policy applies to **Claims** that are first made and reported to the **Company** during the **Policy Period** for **Incidents** that occur anywhere in the world, provided such **Claim** is made or brought within the United States of America, its territories or possessions, or Canada.
- B. When a **Claim** is to be Considered as First Made: A **Claim** shall be considered as being first made at the earlier of the following times:
 - 1. when the **Insured** first receives written notice that a **Claim** has been made or
 - 2. when the **Company** or its authorized agent first receives written notice from the **Insured** of specific circumstances involving a particular person or entity that may result in a **Claim**.

All **Claims** arising out of the same or related **Incident** shall be considered as having been made at the time the first such **Claim** is made, and shall be subject to the same Limit of Liability.

- C. Duties of the **Insured** in the Event of a **Claim** or **Incident**: Upon the **Insured** becoming aware of any **Incident** that could reasonably be expected to be the basis of a **Claim** covered hereby, written notice shall be given by the **Insured** to the **Company** or its authorized agent together with the fullest information obtainable. If a **Claim** is made against the **Insured**, the **Insured** shall immediately forward to the **Company** or its authorized agent every demand, notice, summons or other process received by the **Insured** or the **Insured's** representative. A **Claim** shall be considered as reported during the **Policy Period** provided it is reported to the **Company** or its authorized agent within sixty (60) days of the expiration date of the **Policy Period**.
- D. Assistance and Cooperation of the **Insured** in the Event of a **Claim**: The **Insured** shall cooperate with the **Company** and, upon the **Company's** request, assist in affecting settlements, in the defense of any **Claim** and

in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Insured** because of **Damages** with respect to which this insurance applies. The **Insured** shall attend depositions, hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses in the defense of any **Claim** covered by this policy. The **Company** shall reimburse the **Insured** for reasonable expenses incurred at the **Company's** request. The **Insured** shall not, except at the **Insured's** own cost, voluntarily make any payments, assume any obligation or incur any expense.

- E. Assignment: The interest of any **Insured** is not assignable. If any **Insured** shall die or be adjudged incompetent, this insurance shall cover the **Insured's** legal representative as the **Insured** while acting on the **Insured's** behalf.
- F. Legal Action Against the **Company**: A person or organization may bring a suit against the **Company**, including but not limited to, a suit to recover on an Agreed Settlement or on a final judgment against an **Insured**, but the **Company** will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable Limit of Liability. An Agreed Settlement means a settlement and release of liability signed by the **Company**, the **Insured** and the claimant or the claimant's legal representative.

However, no action by an **Insured** shall lie against the **Company** unless there has been full compliance with all of the terms of this policy.

- G. Other Insurance: If there is other valid insurance (whether primary, excess, contingent or self-insurance) that may apply against any **Damages** or **Claim Expenses** including any coverage for Section V. SUPPLEMENTARY PAYMENTS, B. Governmental Regulatory Body Defense, covered by this policy, the insurance provided hereunder shall be deemed excess insurance over and above the applicable limit of all other insurance or self-insurance.

When this insurance is excess, the **Company** shall have no duty under this policy to defend any **Claim** that any other insurer or self-insurer has a duty to defend. If such other insurer or self-insurer refuses to defend such **Claim**, the **Company** shall defend the **Insured** and be entitled to the **Insured's** rights against all such other insurers or self-insurers for any defense costs incurred by the **Company**.

- H. Subrogation: In the event of any payment by the **Company** under this policy, the **Company** shall be subrogated to all the **Insured's** rights of recovery against any person, organization, or entity. The **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing to prejudice the position of the **Company** or its potential or actual rights of recovery after any **Incident** or **Claim**.
- I. Changes: The terms of this policy shall not be waived or changed, except by endorsement issued to form part of this policy.
- J. Bankruptcy or Insolvency of the **Insured**: Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the **Company** of any of its obligations hereunder or deprive the **Company** of its rights or defenses hereunder.
- K. Cancellation:

- 1. Cancellation by the **Named Insured**

This insurance may be cancelled by the **Named Insured** at any time by prior written notice to the **Company** or its authorized agent.

The **Company** or its authorized agent shall refund the paid premium less the earned portion thereof within thirty (30) days of the latter of the effective date of cancellation or the date of delivery of the notice of intent to cancel, subject always to the retention by the **Company** of any minimum premium stipulated herein (or proportion thereof previously agreed upon).

The earned portion of the premium shall be computed on the customary short-rate basis unless any state law or regulation of the state shown in the mailing address of the **Named Insured** set forth in the Declarations requires that return premium be computed on a pro-rata basis even in the event of cancellation by the **Named Insured**.

- 2. Cancellation by the **Company** for Non-Payment of Premium

This insurance may be cancelled by the **Company** for non-payment of premium by sending written notice to the **Named Insured** at least thirty (30) days prior to the date of such cancellation.

- 3. Cancellation by the **Company** Other Than for Non-Payment of Premium

In the case of cancellation due to a reason other than non-payment of premium, the **Company** may cancel this policy by sending to the **Named Insured** set forth in the Declarations, by first class, registered or certified mail, at the **Named Insured's** address last known to the **Company** or its authorized agent, not less than ninety (90) days written notice, stating the specific reason for such cancellation and when the cancellation shall be effective. Proof of mailing will be sufficient proof of notice.

Cancellation by the **Company**, for other than non-payment of premium, shall only be effective if based on one or more of the following reasons:

- a. The policy was obtained through a material misrepresentation that was relied on by the **Company**, and such policy would not have been issued by the **Company** under the same terms and conditions if correct information had been disclosed;
- b. Material failure to comply with policy terms, conditions or contractual duties;
- c. The risk originally accepted has measurably increased; or
- d. Loss by the **Company** of reinsurance that provided coverage for all or a substantial part of the risk insured.

If the **Company** cancels the policy then the **Company** or its authorized agent shall refund the paid premium less the earned portion thereof within ten (10) business days after the effective date of cancellation. Minimum premium shall not apply to the return of unearned premium if cancellation is by the **Company**.

- L. **Nonrenewal:** The **Company** will renew this policy unless written notice of the **Company's** intent not to renew, stating the specific reasons for nonrenewal, is mailed to the **Named Insured** set forth in the Declarations not less than ninety (90) days before the policy expires.

Any notice of nonrenewal will be mailed by first class, registered or certified mail to the **Named Insured** at the last mailing address known to the **Company**. Proof of mailing will be sufficient proof of notice.

- M. **Renewal Rate Increase or Change in Policy Terms:** If at renewal the **Company** intends to increase the filed rate, change the deductible, reduce the Limit of Liability, or reduce coverage, the **Company** will mail notice to the **Named Insured** set forth in the Declarations at least sixty (60) days prior to the effective date of that increase or change.

Any notice of renewal premium increase or change in policy terms will be mailed by first class, registered or certified mail to the **Named Insured** at the last mailing address known to the **Company**. Proof of mailing will be sufficient proof of notice.

- N. **Automatic Extended Reporting Period:** If the policy is canceled or is not renewed, coverage granted by this policy shall continue for sixty (60) days following the effective date of such cancellation or nonrenewal at no additional cost. This automatic sixty (60) day **Extended Reporting Period** shall only apply to **Incidents** that occurred on or after the **Retroactive Date** and prior to the effective date of such cancellation or nonrenewal for **Claims** made during the **Policy Period** and reported to the **Company** within sixty (60) days of the effective date of such cancellation or nonrenewal.

The automatic sixty (60) day **Extended Reporting Period** will not be provided if:

1. the **Company** cancels for non-payment of premium;
2. this insurance is replaced with the same or similar insurance whether or not the limits or deductible are identical to those provided under this policy; or
3. an **Extended Reporting Period** is provided under any other conditions of this policy.

The Limit of Liability available under this extension shall be part of, and not in addition to, the Limits of Liability available under the policy.

- O. **Extended Reporting Period Option:**

1. Cancellation/Nonrenewal/Change in Terms:

- a. The **Named Insured** shall have the right to purchase the **Extended Reporting Period** Option in the case of:

- i. cancellation or nonrenewal of this policy for any reason other than flat cancellation by the **Company** effective at policy inception or cancellation for non-payment of premium;
- ii. the **Company** advancing a **Retroactive Date** from one previously applied to this policy; or

- iii. the **Company** reducing coverage or increasing the filed rate.
 - b. The **Extended Reporting Period** Option shall apply solely to:
 - i. **Claims** first made against an **Insured** during the **Extended Reporting Period** for an **Incident** that occurred on or after the **Retroactive Date** and prior to the effective date of such cancellation or nonrenewal and
 - ii. those notices of investigation or proceedings described in Section V. SUPPLEMENTARY PAYMENTS, B. Governmental Regulatory Body Defense, against an **Insured**, first received during the **Extended Reporting Period** Option as a result of an occurrence or violation that occurred on or after the **Retroactive Date** and prior to the effective date of such cancellation or nonrenewal.
 - c. **Extended Reporting Period** Option Premium:

If the **Extended Reporting Period** is purchased by the **Named Insured**, then the premium shall be calculated using the full annual premium of this policy. The additional premium for such **Extended Reporting Period** Option is as follows:

 - i. 90% of the full annual premium as described above, to a period of twelve (12) months;
 - ii. 135% of the full annual premium as described above, to a period of twenty-four (24) months;
 - iii. 150% of the full annual premium as described above, to a period of thirty-six (36) months; or
 - iv. 175% of the full annual premium as described above, to an unlimited period.
 - d. The **Extended Reporting Period** Option shall begin on the effective date of cancellation, nonrenewal or change in terms as described in Section VIII. CONDITIONS, O. **Extended Reporting Period** Option, 1. Cancellation/Nonrenewal/Change in Terms, a., ii. and iii. The right to purchase the **Extended Reported Period** Option shall terminate sixty (60) days after the effective date of such cancellation, nonrenewal or change in terms unless written notice of such election, together with the additional premium, is received by the **Company** or its authorized agent from the **Insured** within that sixty (60) day period.
2. Retiree Provision: Notwithstanding Section VIII. CONDITIONS, O. **Extended Reporting Period** Option, 1. Cancellation/Nonrenewal/Change in Terms, the payment of an additional premium for an unlimited **Extended Reporting Period** Option will be waived due to the **Named Insured's** retirement from active practice provided:
 - a. written notice of this election is given to the **Company** within sixty (60) days after termination of this policy and
 - b. all premiums and deductibles due the **Company** have been paid in full.
 3. Death or Disability of **Named Insured**: Notwithstanding Section VIII. CONDITIONS, E. Assignment and Section VIII. CONDITIONS, O., 1. Cancellation/Nonrenewal/Change in Terms, the payment of an additional premium for an unlimited **Extended Reporting Period** Option will be waived due to the **Named Insured's** death or disability provided:
 - a. the death or disability of the **Named Insured** occurs during the **Policy Period**;
 - b. in the event of disability, the **Named Insured** is totally and continuously disabled from the practice of psychology a minimum of six (6) months prior to the election of this option;
 - c. satisfactory written evidence of death or disability is provided to the **Company** within one (1) year of such death or disability; and
 - d. all premiums and deductibles due the **Company** have been paid in full.

4. The Limit of Liability available for the **Extended Reporting Period** Option shall be part of, and not in addition to, the Limits of Liability for the last **Policy Period**. The **Extended Reporting Period** Option, if elected, shall not increase or reinstate the Limits of Liability. Such Limits of Liability shall be the maximum Limit of Liability of the **Company** for the **Policy Period**, the Automatic **Extended Reporting Period**, and the **Extended Reporting Period** Option combined.
 5. Once the **Extended Reporting Period** Option is in effect, it may not be cancelled and the entire premium shall be deemed fully earned. The **Company** shall not be liable to return to any **Insured** any portion of the premium for the **Extended Reporting Period** Option.
- P. **Declarations and Application:** By acceptance of this policy, the **Named Insured** agrees that the statements in the **Application** are the **Named Insured's** agreements and representations, and that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between the **Named Insured** and the **Company** or its agent relating to this insurance.
- Q. **Reimbursement:** While the **Company** has no duty to do so, if the **Company** pays **Damages:**
1. within the amount of the applicable deductible and/or
 2. in excess of the Limit of Liability
- all the **Insureds** shall be jointly and severally liable to the **Company** for such amounts. Upon written demand, the **Insured** shall repay such amounts to the **Company** within thirty (30) days thereof.
- R. This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of **Claims**.
- S. **Liberalization Clause:** If the **Company** adopts any endorsement or policy that would broaden the coverage under the policy, the broadened coverage will apply solely to (i) **Claims** made or (ii) notices of investigations, proceedings or hearings described in Section V. SUPPLEMENTARY PAYMENTS that are received, after the **Company** adopts such revision, if:
1. the filing of the endorsement or policy is made and approved by the Department of Insurance in the state indicated in the Declarations as the address of the **Named Insured**;
 2. the endorsement or policy does not increase the premium; and
 3. the **Company** issues the endorsement or policy in the state indicated in the Declarations as the address of the **Named Insured**.



Psychology Student Liability Policy

NOTICE

PLEASE REVIEW THE POLICY CAREFULLY. THIS POLICY IS INCOMPLETE WITHOUT THE DECLARATIONS ATTACHED.

The **Company** agrees with the **Insured**, in consideration of the payment of the premium, and in reliance upon the statements in the **Application** and subject to the Declarations, to the Limit of Liability, Exclusions, Conditions and other terms of the policy, as follows:

I. INSURING AGREEMENT:

The **Company** will pay on behalf of the **Insured** all sums that the **Insured** shall become legally obligated to pay as **Damages** for **Claims** against the **Insured** for an **Incident** that occurs during the **Policy Period**.

II. DEFENSE AND SETTLEMENT

The **Company** shall have the right and duty to defend any **Claim** against the **Insured** seeking **Damages** for an **Incident**, even if any of the allegations of the **Claim** are groundless, false or fraudulent. The **Company** shall not be obligated to pay any **Damages** or **Claims Expenses** or continue to defend any **Claim** after the applicable limit of the **Company's** liability has been exhausted by payment of **Damages**.

The **Company**, at its option, shall select and assign defense counsel; however, the **Insured** may engage additional counsel, solely at the **Insured's** expense, to associate in the defense of any **Claim** covered hereunder. **Claims Expenses** incurred by the **Company** shall be paid in addition to the applicable Limit of Liability.

The **Company** shall also have the right to investigate any **Claim** and/or negotiate the settlement thereof, as it deems expedient, but the **Company** shall not commit the **Insured** to any settlement without the **Insured's** written consent. If the **Insured** refuses to consent to any settlement recommended in writing by the **Company** that is acceptable to the claimant and the **Insured** elects to contest the **Claim** or continue any legal proceedings in connection with such **Claim**, then the **Company** shall be relieved of any further duty to defend the **Claim**, and the liability of the **Company** for **Damages** and **Claims Expenses** shall not exceed the amount for which the **Claim** could have been settled as well as the **Claims Expenses** incurred by the **Company** or with the **Company's** consent up to the date of such refusal. The **Insured** shall not assume any obligations, incur any costs, charges, or expenses or enter into any settlement without the **Company's** written consent.

III. LIMIT OF LIABILITY

Regardless of the number of **Claims** made or suits brought, or the number of persons or entities making **Claims** or bringing suits, the **Company's** liability is limited as follows:

- A. Subject to the Aggregate Limit of Liability set forth in the Declarations, the maximum liability of the **Company** for any one **Incident** shall be the Each **Incident** Limit of Liability set forth in the Declarations. All **Claims** arising from the same or related **Incident** shall be considered a single **Claim** and shall be subject to the same Each **Incident** Limit of Liability set forth in the Declarations.
- B. The Aggregate Limit of Liability set forth in the Declarations is the maximum the **Company** will pay for all **Claims** covered by the policy.
- C. Upon the exhaustion of the Aggregate Limit of Liability by payment of **Damages**, the **Company's** duty to defend or to make any payments pursuant to Section II. DEFENSE AND SETTLEMENT, for the **Insured** shall be completely fulfilled and extinguished.
- D. When prejudgment interest is payable under this policy it shall be in addition to the Limits of Liability.

IV. SUPPLEMENTARY PAYMENTS

The **Company** will pay, in addition to the applicable Limit of Liability, the following:

A. Loss of Earnings:

up to the Loss of Earnings Reimbursement Limit set forth in the Declarations for loss of earnings to the **Insured** for each day or part of a day that such **Insured**, at the **Company's** request, attends a trial, hearing or arbitration proceeding involving a civil suit against such **Insured** for covered **Damages**; provided however, the amount so payable for any one or series of trials, hearings or arbitration proceedings arising out of the same **Incident** shall in no event exceed the Loss of Earnings Aggregate Per **Incident** Reimbursement Limit set forth in the Declarations.

B. Premises Medical Payments:

1. up to the per Person Premises Medical Payments Reimbursement Limit set forth in the Declarations for each person who sustains **Bodily Injury** caused by an accident; however, subject to the per Person Premises Medical Payments Reimbursement Limit, the **Company's** total limit of liability under this provision for all persons who sustain **Bodily Injury** during the **Policy Period** is the Aggregate Premises Medical Payments Reimbursement Limit set forth in the Declarations.
2. The **Company** will pay, regardless of fault, to or for each person other than the **Insured**, who sustains **Bodily Injury** caused by an accident that occurred during the **Policy Period**. This will include reasonable expenses of necessary medical, surgical, ambulance, hospital, professional nursing and funeral services, all incurred within four years from the date of the accident:
 - a. while on the premises owned by or rented to the **Insured** or
 - b. while elsewhere if such **Bodily Injury**:
 - i. arises out of the premises owned by or rented to the **Insured** or a condition in the ways immediately adjoining or
 - ii. is caused by the activities of the **Insured** as a **Psychology Student**.
3. This supplementary payment provision shall not apply to **Claims** brought against the **Insured** arising out of, in whole or part, the conduct of any trade, business, employment, profession or occupation outside of the **Insured's** furnishing of services or activities as a **Psychology Student**.

C. Disciplinary Board Defense:

up to the Disciplinary Board Defense Reimbursement Limit set forth in the Declarations per **Policy Period** for attorney fees, expenses or fees incurred by the **Insured** for the investigation or defense of all proceedings before a school grievance committee or academic disciplinary board. The notice of investigation or proceeding must be received during the **Policy Period** by the **Insured** and reported to the **Company** or its authorized agent during the **Policy Period** or within sixty (60) days thereafter.

All investigations or proceedings arising out of the same or related investigation or proceeding by any school grievance committee or academic disciplinary board shall be considered as occurring during the **Policy Period** when the first notice of investigation or proceeding is received by the **Insured**. Fees or expenses incurred as a result of medical or psychological treatment rendered to the **Insured** are not covered.

D. **Assault** and/or **Battery** Coverage:

1. Up to the **Assault** and/or **Battery** Limit set forth in the Declarations per **Policy Period** for:
 - a. Medical expenses incurred as a result of **Bodily Injury** to the **Insured** if such **Bodily Injury** is caused by an **Assault** and/or **Battery** and
 - b. **Property Damage** to personal property owned by the **Insured** if such **Property Damage** is caused by an **Assault** and/or **Battery**.
2. Such **Assault** and/or **Battery** must happen on the **Insured's** educational premises, including the ways immediately adjoining such premises, or while the **Insured** is away from such educational premises, conducting authorized activities pursuant to an educational program as a **Psychology Student**.
3. Such **Assault** and/or **Battery** must occur during the **Policy Period**.

4. The **Assault** and/or **Battery** coverage does not apply to **Property Damage** to any mode of transportation used by the **Insured** to go to and from the **Insured's** educational premises.
5. The **Assault** and/or **Battery** coverage does not apply to damage to any business or personal property owned, leased or rented by any other person or business enterprise while in the **Insured's** possession.
6. The **Assault** and/or **Battery** coverage applies as excess over any other available insurance covering such loss.

F. First Aid:

Up to the First Aid Reimbursement Limit set forth in the Declarations for medical related expenses incurred by the **Insured** or voluntarily paid by the **Insured** during the **Policy Period**, for first aid being rendered to others as a result of any **Bodily Injury** covered by this policy. The first aid must be provided within 48 hours of such **Bodily Injury**.

This provision does not apply to medical related expenses covered in any other section of this policy.

G. Damage to Property of Others:

Up to the Damage to Property of Others Reimbursement Limit set forth in the Declarations for any one **Incident** for damage to the property of others that is caused by the **Insured**. The **Company** will not pay for damage to the property of others if such damage arises out of:

1. any business pursuit;
2. any act, error or omission with regard to any premises, other than the **Insured's** residence premises, that is owned, rented or controlled by the **Insured**; or
3. the **Insured's** ownership, use, care of, or entrustment to others of an automobile, mobile equipment, watercraft or aircraft.

Within 60 days from the date of loss, the **Insured** must submit a sworn statement of such loss to the **Company** or its authorized agent. The **Insured** must also exhibit the damaged property if such property is in the **Insured's** possession and/or control.

V. EXCLUSIONS:

This insurance does not apply:

- A. to **Claims** arising out of services performed by the **Insured** in his or her capacity as a physician, physician's assistant, surgeon's assistant, nurse, nurse practitioner, nurse midwife, nurse anesthetist, chiropractor, podiatrist, acupuncturist, osteopath, dentist, attorney, accountant, financial advisor, investment consultant, real estate or insurance agent or broker; however, this exclusion is limited to services provided by such professionals and this exclusion does not extend to the **Insured** who is charged with or found responsible for the acts of such professionals;
- B. to **Claims** brought against the **Insured** in his or her capacity as a proprietor, owner, partner, manager, superintendent or officer of any hospital, sanitarium, medical clinic, health maintenance organization, managed care facility or any other facility;
- C. to any obligation of the **Insured** or any insurer under any worker's compensation, unemployment compensation, disability benefits law or under any similar law;
- D. to any fraudulent, criminal, malicious, or materially dishonest acts or materially dishonest omissions of the **Insured** or with the **Insured's** consent. However, this exclusion will not apply to any **Claim** alleging malicious prosecution;
- E. to **Bodily Injury** or **Property Damage** based on or arising out of the services or activities performed by the **Insured** unless the **Insured** is properly licensed, exempted or certified by the laws of the state(s) in which the **Insured** is furnishing such services or activities, or is otherwise qualified or not restricted to practice in the absence of such laws;
- F. to acts, errors or omissions by the **Insured** expected or intended to cause **Physical Injury** or **Property Damage**, regardless of whether or not such act or omission was intended to cause the specific **Physical Injury** or **Property Damage** sustained. This exclusion shall not apply to any intentional act by or at the direction of the **Insured**, that results in **Physical Injury** or **Property Damage**, if such **Physical Injury** or

Property Damage arises solely from the use of reasonable force or other measures for the purpose of protecting persons or property;

G. to any **Claims** against the **Insured** alleging, in whole or in part:

1. sexual assault, sexual abuse or sexual molestation or
2. licentious, immoral, amoral or other behavior that threatened, led to or culminated in any sexual act;

whether committed intentionally, negligently, inadvertently or with the belief, erroneous or otherwise, that the other party is consenting and has the legal and mental capacity to consent thereto, that was committed, or alleged to have been committed, by the **Insured** or by any other person for whom the **Insured** is legally responsible.

This exclusion applies regardless of the legal theory or basis upon which the **Insured** is alleged to be legally liable or responsible, in whole or in part, for any **Damages** arising out of such actual or alleged behavior including, but not limited to, assertions of improper or negligent hiring, employment or supervision, failure to protect the other party, failure to prevent the sexual misconduct, failure to prevent **Assault** and/or **Battery** or failure to discharge the employee.

However, notwithstanding this exclusion, the **Insured** shall be entitled to a defense as provided under the terms of the policy as to any **Claim** upon which suit is brought for any such alleged behavior unless a judgment or final adjudication adverse to any **Insured**, or an admission by any **Insured** accused of such behavior, shall establish that such behavior caused, in whole or part, the injury claimed in such suit. The **Company** shall not be required to appeal a judgment or final adjudication adverse to the **Insured**.

If however, the **Insured** elects to appeal such judgment or final adjudication, and the judgment or final adjudication results in a reversal on the issue of liability, the **Company** shall reimburse the **Insured** for all reasonable **Claims Expenses** incurred in the appeals process;

H. to **Personal Injury** arising out of:

1. the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of the **Insured**;
2. the publication or utterance of a libel or slander, or a publication or utterance in violation of an individual's right of privacy by or on behalf of the **Insured** if the first injurious publication or utterance of the same or similar material was made before the **Policy Period**; or
3. libel or slander or the publication or utterance of defamatory or disparaging material made by or at the direction of the **Insured** with knowledge of the falsity thereof concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy;

I. to **Damages** arising out of infringement of copyright or plagiarism;

J. to any **Claim**, action, judgment, liability, settlement, loss, defense, cost or expense in any way arising out of actual, alleged or threatened pollution, contamination or any environmental impairment resulting from seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or radioactive matter including, but not limited to, smoke, vapors, soots, fumes, acids, alkalis, chemicals or toxic matter; or waste material (including materials to be recycled, reconditioned or reclaimed); or oil or other petroleum substances or derivatives (including any oil refuse or oil mixed with waste), or thermal or vibratory effect including, but not limited to, heat or cold, into or upon land, the atmosphere or any water, course of body of water, underground water or water table supplies, whether such results directly, indirectly or in concurrence or in any sequence from the **Insured's** activities or the activities of others and whether or not such is sudden, gradual, accidental, intended, foreseeable, expected, fortuitous or inevitable and wherever or however such occurs.

However, this exclusion shall not apply to **Bodily Injury** or **Property Damage** caused by heat, smoke or fumes from a **Hostile Fire** unless such fire involves:

1. materials that are or were at any time used for the handling, storage, disposal, processing or treatment of waste or
2. any premises, site, or location:
 - a. that is or was at any time used for handling, storage, disposal, processing or treatment of waste or
 - b. on which the **Insured** or contractor or subcontractor working directly or indirectly on the **Insured's** behalf are performing operations to test for, monitor, cleanup, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants;

- K. to liability assumed by the **Insured** under any contract or agreement, except to the extent the **Insured** would be liable in the absence of such contract or agreement;
- L. to any **Claim** based upon or arising out of restraint of trade, price fixing or violation of any anti-trust law;
- M. to **Claims** based upon or arising out of the valuation of assets or investment planning; and
- N. to **Bodily Injury** or **Property Damage** brought against the **Insured** arising out of any trade, business, employment, profession or occupation other than the activities or services performed as a **Psychology Student**.

VI. DEFINITIONS

The boldface words or terms in this policy or any endorsement thereto are defined as provided in this section:

“Application” means all applications, including any attachments thereto, and all other information and materials submitted by or on behalf of the **Insured** to the **Company** or its authorized agent in connection with the underwriting of this policy or any policy of which this policy is a direct or indirect renewal or replacement. All such applications, attachments, information and materials are deemed attached to and incorporated in this policy.

“Assault” means any willful attempt or threat to inflict injury upon another natural person, coupled with an apparent present ability to do so, that causes that person to have a reasonable apprehension of imminent **Bodily Injury** or offensive physical contact.

“Battery” means intentional and wrongful physical contact with a natural person without his or her consent that causes **Bodily Injury** or offensive physical contact.

“Bodily Injury” means any injury sustained by any person including, but not limited to:

- A. **Physical Injury**, sickness, disease, mental anguish or emotional distress, including death at any time resulting therefrom;
- B. psychological injury, pain or suffering, harm or impairment, including death at any time resulting therefrom; and
- C. loss of consortium or impairment of domestic or personal relations.

Bodily Injury shall not include any injury, damage or loss defined as **Personal Injury** or **Property Damage**.

“Claim” means a demand for money, or the filing of suit or institution of arbitration proceedings, naming the **Insured**.

“Claims Expenses” means:

- A. fees charged by an attorney(s) and/or independent adjustor(s) designated by the **Company** and all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **Claim** that arises in connection therewith, if incurred by the **Company** or by the **Insured** with written consent of the **Company**;
- B. all costs taxed against the **Insured** in such **Claims** and all interest on the entire amount of any judgment therein that accrues after entry of the judgment and before the **Company** has paid, tendered or deposited, whether in court or otherwise, the part of the judgment that does not exceed the limit of the **Company’s** liability, thereon; and
- C. premiums on appeal bonds and premiums on bonds to release attachments in such **Claims**; however, the **Company** shall have no obligation to apply for or furnish any such bond and **Claims Expenses** shall not include premiums for bond amounts in excess of the applicable Limit of Liability of this policy.

“Company” means the insurance company providing this insurance.

“Damages” means compensatory judgments, settlements, or awards but does not include punitive or exemplary damages, fines or penalties, the return of fees or other consideration paid to the **Insured**, or the portion of any award or judgment caused by the multiplication of actual damages under federal or state law. However, if a suit is brought against the **Insured** with respect to a **Claim** for alleged acts, errors or omissions falling within the scope of coverage afforded by this insurance seeking both compensatory and punitive or exemplary damages, then the **Company** will afford a defense to such action, without liability however, for payment of such punitive or exemplary damages.

“Hostile Fire” means one that becomes uncontrollable or breaks out from where it was intended to be.

“Incident” means:

- A. any act, error or omission by the **Insured**, or by any other person for whose actions the **Insured** is legally responsible, as a **Psychology Student** in the furnishing of services or engaging in activities while:
 - 1. seeking to fulfill educational requirements or
 - 2. obtaining professional experience or engaging in activities as part of an approved curriculum or training program,provided that the **Insured** is under the supervision, order, control, responsibility, or authority of an academic institution, or the academic institution’s faculty or staff;
- B. an accident including continuous or repeated exposure to substantially the same general harmful conditions caused by the **Insured**, or by any other person for whose actions the **Insured** is legally responsible, in the operation or management of the premises used by the **Insured** in the furnishing of those services or engaging in those activities in accordance with and described in A. above that results in **Bodily Injury** or **Property Damage**; or
- C. an offense caused by the **Insured**, or by any other person for whose actions the **Insured** is legally responsible, as a **Psychology Student** in the furnishing of those services or engaging in those activities in accordance with and described in A. above that results in **Personal Injury**.

“Insured” means any person designated as such in the Declarations.

“Personal Injury” means any injury arising out of:

- A. false arrest, detention, confinement or imprisonment, malicious prosecution, or abuse of process;
- B. the publication or utterance of a libel or slander or of other defamatory or disparaging materials, or a publication or utterance in violation of an individual’s right of privacy; or
- C. wrongful entry or eviction, or other invasion of the right of private occupancy.

“Physical Injury” means bodily harm or hurt, but shall not include:

- A. mental anguish;
- B. emotional distress; or
- C. psychological injury, pain or suffering, harm or impairment, including death at any time resulting therefrom.

“Policy Period” means the period from the inception date of this policy to the policy expiration date as set forth in Item 2. of the Declarations or its earlier termination date, if any.

“Property Damage” means:

- A. physical injury to or destruction of tangible property including the loss of use thereof at any time resulting therefrom. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- B. loss of use of tangible property that has not been physically injured or destroyed. All such loss of use shall be deemed to occur at the time of the **Incident** that caused it; or
- C. other loss, whether or not resulting from physical injury or damage to person or property.

“Psychology Student” means the **Insured** who is enrolled at an accredited educational institution working toward an undergraduate or graduate degree in psychology or an equivalent degree.

VII. CONDITIONS

- A. **Territory:** The insurance afforded by this policy applies to **Incidents** that occur anywhere in the world, provided the **Claim** is made or brought within the United States of America, its territories or possessions, or Canada.
- B. **Duties of the Insured in the Event of a Claim or Incident:** Upon the **Insured** becoming aware of any **Incident** that could reasonably be expected to be the basis of a **Claim** covered hereby, written notice shall be given by the **Insured** to the **Company** or its authorized agent together with the fullest information obtainable. If a **Claim** is made against the **Insured**, the **Insured** shall immediately forward to the **Company** or its authorized agent every demand, notice, summons or other process received by the **Insured** or the **Insured’s** representative.
- C. **Assistance and Cooperation of the Insured in the Event of a Claim:** The **Insured** shall cooperate with the **Company** and, upon the **Company’s** request, assist in affecting settlements, in the defense of any **Claim** and

in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Insured** because of **Damages** with respect to which this insurance applies. The **Insured** shall attend depositions, hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses in the defense of any **Claim** covered by this policy. The **Company** shall reimburse the **Insured** for reasonable expenses incurred at the **Company's** request. The **Insured** shall not, except at the **Insured's** own cost, voluntarily make any payments, assume any obligation or incur any expense.

- D. Assignment: The interest of the **Insured** is not assignable. If the **Insured** shall die or be adjudged incompetent, this insurance shall cover the **Insured's** legal representative as the **Insured** while acting on the **Insured's** behalf.
- E. Legal Action Against the **Company**: A person or organization may bring a suit against the **Company**, including but not limited to, a suit to recover on an Agreed Settlement or on a final judgment against an **Insured**, but the **Company** will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable Limit of Liability. An Agreed Settlement means a settlement and release of liability signed by the **Company**, the **Insured** and the claimant or the claimant's legal representative.

However, no action by the **Insured** shall lie against the **Company** unless there has been full compliance with all of the terms of this policy.

- F. Other Insurance: If there is other valid insurance (whether primary, excess, contingent or self-insurance) that may apply against any **Damages** or **Claims Expenses** including any coverage provided for under Section IV. SUPPLEMENTARY PAYMENTS, C. Disciplinary Board Defense, covered by this policy, the insurance provided hereunder shall be deemed excess insurance over and above the applicable limit of all other insurance or self-insurance.

When this insurance is excess, the **Company** shall have no duty under this policy to defend any **Claim** that any other insurer or self-insurer has a duty to defend. If such other insurer or self-insurer refuses to defend such **Claim**, the **Company** shall defend the **Insured** and be entitled to the **Insured's** rights against all such other insurers or self-insurers for any defense costs incurred by the **Company**.

- G. Subrogation: In the event of any payment by the **Company** under this policy, the **Company** shall be subrogated to all the **Insured's** rights of recovery against any person, organization, or entity. The **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing to prejudice the position of the **Company** or its potential or actual rights of recovery after any **Incident** or **Claim**.
- H. Changes: The terms of this policy shall not be waived or changed, except by endorsement issued to form part of this policy.
- I. Bankruptcy or Insolvency of the **Insured**: Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the **Company** of any of its obligations hereunder or deprive the **Company** of its rights or defenses hereunder.
- J. Cancellation:

- 1. Cancellation by the **Insured**

This insurance may be cancelled by the **Insured** at any time by prior written notice to the **Company** or its authorized agent.

The **Company** or its authorized agent shall refund the paid premium less the earned portion thereof within thirty (30) days of the latter of the effective date of cancellation or the date of delivery of the notice of intent to cancel, subject always to the retention by the **Company** of any minimum premium stipulated herein (or proportion thereof previously agreed upon).

The earned portion of the premium shall be computed on the customary short-rate basis unless any state law or regulation of the state shown in the mailing address of the **Insured** set forth in the Declarations requires that return premium be computed on a pro-rata basis even in the event of cancellation by the **Insured**.

- 2. Cancellation by the **Company** for Non-Payment of Premium

This insurance may be cancelled by the **Company** for non-payment of premium by sending written notice to the **Insured** at least thirty (30) days prior to the date of such cancellation.

- 3. Cancellation by the **Company** Other Than for Non-Payment of Premium

In the case of cancellation due to a reason other than non-payment of premium, the **Company** may cancel this policy by sending to the **Insured** set forth in the Declarations, by first class, registered or certified mail, at the **Insured's** address last known to the **Company** or its authorized agent, not less than ninety (90) days written notice, stating the specific reason for such cancellation and when the cancellation shall be effective. Proof of mailing will be sufficient proof of notice.

Cancellation by the **Company**, for other than non-payment of premium, shall only be effective if based on one or more of the following reasons:

- a. The policy was obtained through a material misrepresentation that was relied on by the **Company**, and such policy would not have been issued by the **Company** under the same terms and conditions if correct information had been disclosed;
- b. Material failure to comply with policy terms, conditions or contractual duties;
- c. The risk originally accepted has measurably increased; or
- d. Loss by the **Company** of reinsurance that provided coverage for all or a substantial part of the risk insured.

If the **Company** cancels the policy then the **Company** or its authorized agent shall refund the paid premium less the earned portion thereof within ten (10) business days after the effective date of cancellation. Minimum premium shall not apply to the return of unearned premium if cancellation is by the **Company**.

- K. **Nonrenewal:** The **Company** will renew this policy unless written notice of the **Company's** intent not to renew, stating the specific reasons for nonrenewal, is mailed to the **Insured** set forth in the Declarations not less than ninety (90) days before the policy expires.

Any notice of nonrenewal will be mailed by first class, registered or certified mail to the **Insured** at the last mailing address known to the **Company**. Proof of mailing will be sufficient proof of notice.

- L. **Renewal Rate Increase or Change in Policy Terms:** If at renewal the **Company** intends to increase the filed rate, change the deductible, reduce the Limit of Liability, or reduce coverage, the **Company** will mail notice to the **Insured** set forth in the Declarations at least sixty (60) days prior to the effective date of that increase or change.

Any notice of renewal premium increase or change in policy terms will be mailed by first class, registered or certified mail to the **Insured** at the last mailing address known to the **Company**. Proof of mailing will be sufficient proof of notice.

- M. **Declarations and Application:** By acceptance of this policy, the **Insured** agrees that the statements in the **Application** are the **Insured's** agreements and representations, and that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between the **Insured** and the **Company** or its agent relating to this insurance.

- N. **Reimbursement:** While the **Company** has no duty to do so, if the **Company** pays **Damages:**

1. within the amount of the applicable deductible and/or
2. in excess of the Limit of Liability,

the **Insured** shall be liable to the **Company** for such amounts. Upon written demand, the **Insured** shall repay such amounts to the **Company** within thirty (30) days thereof.

- O. This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of **Claims**.

- P. **Liberalization Clause:** If the **Company** adopts any endorsement or policy that would broaden the coverage under the policy, the broadened coverage will apply solely to (i) **Incidents** that occur or (ii) notices of investigations, proceedings or hearings described in Section IV. SUPPLEMENTARY PAYMENTS that are received, after the **Company** adopts such revision, if:

1. the filing of the endorsement or policy is made and approved by the Department of Insurance in the state indicated in the Declarations as the address of the **Insured**;
2. the endorsement or policy does not increase the premium; and
3. the **Company** issues the endorsement or policy in the state indicated in the Declarations as the address of the **Insured**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date
Issued By (Name of Insurance Company)			

Additional Named Insured(s)

It is agreed that:

1. The **Named Insured** shown in Item 1 of the Declarations of this policy is amended to include the following entity(ies) and if a **Retroactive Date** is listed opposite any entity(ies') name, the **Retroactive Date** set forth in the Declarations is deleted with respect to such entity(ies) and replaced with the **Retroactive Date** listed below:

Additional Named Insured(s):

<<Retroactive Date(s):>>

2. The following is hereby added to the **CONDITIONS** section of the policy.

- Authorization: By acceptance of this policy the first **Named Insured** set forth in the Declarations, or in any **Named Insured Amended** endorsement, agrees to act on behalf of all other **Insureds**, including any **Insured** listed on this endorsement, with respect to the giving and receiving of all notices to the Company as may be required by the terms of this policy, any right of cancellation and in the receiving of any return premiums that may become due hereunder.

All **Insureds** agree that the first **Named Insured** listed in the Declarations or in any **Named Insured Amended** endorsement, is hereby designated to so act on their behalf.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

<u>Named Insured</u>			<u>Endorsement Number</u>
<u>Policy Symbol</u>	<u>Policy Number</u>	<u>Policy Period</u> <u>to</u>	<u>Effective Date</u>

Issued By (Name of Insurance Company)

Additional Named Insured(s)

It is agreed that:

1. The **Named Insured** shown in Item 1 of the Declarations of this policy is amended to include the following entity(ies) and if a **Retroactive Date** is listed opposite any entity(ies)' name, the **Retroactive Date** set forth in the Declarations is deleted with respect to such entity(ies) and replaced with the **Retroactive Date** listed below:

Additional Named Insured(s):

<<Retroactive Date(s):>>

2. The following is hereby added to the **CONDITIONS** section of the policy.

- Authorization: By acceptance of this policy the first **Named Insured** set forth in the Declarations, or in any **Named Insured Amended** endorsement, agrees to act on behalf of all other **Insureds**, including any **Insured** listed on this endorsement, with respect to the giving and receiving of all notices to the Company as may be required by the terms of this policy, any right of cancellation and in the receiving of any return premiums that may become due hereunder.

All **Insureds** agree that the first **Named Insured** listed in the Declarations or in any **Named Insured Amended** endorsement, is hereby designated to so act on their behalf.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

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NAMED INSURED --- ADDITIONAL ENTITIES (First NAMED INSURED acting on behalf of)

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

**I. The Named Insured shown in Item 1 of the
Declarations of this policy is amended to include the
following entities:**

_____ NAME

_____ ADDRESS

_____ NAME

_____ ADDRESS

_____ NAME

_____ ADDRESS

_____ NAME

_____ ADDRESS

II. The following is hereby added to the **CONDITIONS** section of the policy.

AUTHORIZATION

By acceptance of this policy:

The first **Named Insured** listed in the Declarations, or in any amendment thereto, agrees to act on behalf of all other **Insureds** with respect to the giving and receiving of all notices to the Company as may be required by the terms of this policy and in the receiving of any return premiums that may become due hereunder;

All **Insureds** agree that the first **Named Insured** listed in the Declarations or in any amendment thereto is hereby designated to so act on their behalf.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

The premium for this endorsement is included in the premium shown on the declarations unless a specific amount is shown here.

Additional Premium \$
Return Premium \$

ENDORSEMENT NO.: Effective:

Is attached to and forms part of your evidence of insurance no.:

Issued by: the Company named in the Declarations

Insured: _____

Date Issued: 08/16/07

Authorized Representative:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date
			to
Issued By (Name of Insurance Company)			

Limit of Liability Amended

It is agreed that in consideration of the premium charged, Item 3. of the Declarations, is amended by deleting the Professional Liability Limit of Liability and replacing it with the following:

COVERAGE	LIMITS OF LIABILITY	
Professional Liability	\$	Each Incident \$ Aggregate

provided however, such Limit of Liability shall apply solely to **Claims** for **Incidents** which occurred after the effective date of this endorsement.

The premium for this endorsement is included in the premium shown on the Declarations unless a specific amount is shown here:	Additional Premium:	\$
	Return Premium:	\$

All other terms and conditions of this policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

<u>Named Insured</u>			<u>Endorsement Number</u>
<u>Policy Symbol</u>	<u>Policy Number</u>	<u>Policy Period</u> _____ to _____	<u>Effective Date</u>
<u>Issued By (Name of Insurance Company)</u>			

Limit of Liability Amended

It is agreed that in consideration of the premium charged, Item 3. of the Declarations, is amended by deleting the Professional Liability Limit of Liability and replacing it with the following:

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>	
<u>Professional Liability</u>	\$ _____	<u>Each Incident</u> \$ _____ <u>Aggregate</u>

provided however, such Limit of Liability shall apply solely to Claims for Incidents which occurred after the effective date of this endorsement.

<u>The premium for this endorsement is included in the premium shown on the Declarations unless a specific amount is shown here:</u>	<u>Additional Premium:</u>	\$ _____
	<u>Return Premium:</u>	\$ _____

All other terms and conditions of this policy remain unchanged.

_____ **Authorized Representative**

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CLAIMS-MADE POLICY LIMITS OF LIABILITY AMENDED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

In consideration of the premium charged, the Limits of Liability stated in the Declarations is deleted in its entirety and replaced with the following:

Limits of Liability

\$ _____ Each Incident

These Limits of Liability apply to such act or omission that no Insured knew or could have reasonably foreseen might be expected to be the basis of a Claim or suit on or before the effective date of this endorsement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

The premium for this endorsement is included in the premium shown on the declarations unless a specific amount is shown here.	Additional Premium \$ Return Premium \$
ENDORSEMENT NO.:	Effective:
Is attached to and forms part of your evidence of insurance no.:	
Issued by:	
<i>The Company Named in the Declarations</i>	
Insured: _____	
Date Issued: 08/16/07	Authorized Representative:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date
Issued By (Name of Insurance Company)			

Research/Academic Psychologist Professional Services Extension

It is agreed that, in consideration of the premium charged:

1. Section VI. EXCLUSIONS, is amended by deleting Exclusion R. and replacing it with the following:
 - R. to either the delivery of any direct psychological services to patients or clients or testing or assessing personnel for actual employment related purposes unless such services or activities are required to fulfill the **Insured's** academic, teaching, or supervisory responsibilities or duties to the university or academic institution with whom the **Insured** is under contract or is employed.

2. Section VII. DEFINITIONS, **Incident** is amended to include:
 - an act, error or omission in the rendering of or failure to render professional psychological services provided by the **Insured**, or by any person for whom the **Insured** is legally responsible, but only when such services or activities are required to fulfill the **Insured's** academic, teaching, or supervisory responsibilities or duties to the university or academic institution where the **Insured** is employed or under contract.

The premium for this endorsement is included in the premium shown on the Declarations unless a specific amount is shown here:	Additional Premium:	\$
	Return Premium:	\$

All other terms and conditions of this policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period <u>to</u>	Effective Date
Issued By (Name of Insurance Company)			

Research/Academic Psychologist Professional Services Extension

It is agreed that, in consideration of the premium charged:

- Section VI. EXCLUSIONS, is amended by deleting Exclusion R. and replacing it with the following:

R. to either the delivery of any direct psychological services to patients or clients or testing or assessing personnel for actual employment related purposes unless such services or activities are required to fulfill the **Insured's** academic, teaching, or supervisory responsibilities or duties to the university or academic institution with whom the **Insured** is under contract or is employed.
- Section VII. DEFINITIONS, **Incident** is amended to include:
 - an act, error or omission in the rendering of or failure to render professional psychological services provided by the **Insured**, or by any person for whom the **Insured** is legally responsible, but only when such services or activities are required to fulfill the **Insured's** academic, teaching, or supervisory responsibilities or duties to the university or academic institution where the **Insured** is employed or under contract.

The premium for this endorsement is included in the premium shown on the Declarations unless a specific amount is shown here:	Additional Premium:	\$ _____
	Return Premium:	\$ _____

All other terms and conditions of this policy remain unchanged.

 Authorized Representative

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¶ SERVICES EXTENSION ENDORSEMENT¶

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¶ In consideration of the premium charged, the Definition of **Incident** is amended to include any act or omission in the rendering of or failure to render professional psychological services provided by the **Insured**, or by any person for whom the **Insured** is legally responsible, but solely when such services or activities are required by the University or Academic Institution to fulfill the **Insured's** academic, teaching, or supervisory responsibilities or duties where the **Insured** is employed.¶

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RESEARCH/ACADEMIC PSYCHOLOGIST

SERVICES EXTENSION ENDORSEMENT

In consideration of the premium charged, the Definition of **Incident** is amended to include any act or omission in the rendering of or failure to render professional psychological services provided by the **Insured**, or by any person for whom the **Insured** is legally responsible, but solely when such services or activities are required by the University or Academic Institution to fulfill the **Insured's** academic, teaching, or supervisory responsibilities or duties where the **Insured** is employed.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

The premium for this endorsement is included in the premium shown on the declarations unless a specific amount is shown here.	Additional Premium	\$
	Return Premium	\$
ENDORSEMENT NO.:	Effective:	
Is attached to and forms part of your evidence of insurance no.: Named Insured	Endorsement Number	

Issued by: *The Company Named in the Declarations*

Insured:

Date Issued: August 16, 2007	Authorized Representative:
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date
			to
Issued By (Name of Insurance Company)			

Designated Persons or Entities Exclusion

It is agreed that:

1. Section VI. EXCLUSIONS, is amended by adding the following exclusion:
 - to any **Claim** based upon or arising out of any act, error or omission in the rendering of or failure to render psychological or other associated professional services committed or alleged to have been committed by any individual(s) or entity(ies) shown in the Schedule below.

2. Section VII. DEFINITIONS, is amended at the definition of **Insured**, by adding the following:
 - The individual(s) or entity(ies) listed in the Schedule below are not **Insured(s)** under this policy and shall not qualify as an **Insured(s)** under Section III. PERSONS INSURED.

Schedule of Individual(s) or Entity(ies)

The premium for this endorsement is included in the premium shown on the Declarations unless a specific amount is shown here:	Additional Premium:	\$
	Return Premium:	\$

All other terms and conditions of this policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date
			to
Issued By (Name of Insurance Company)			

Designated Persons or Entities Exclusion

It is agreed that:

1. Section VI. EXCLUSIONS, is amended by adding the following exclusion:

- to any Claim based upon or arising out of any act, error or omission in the rendering of or failure to render psychological or other associated professional services committed or alleged to have been committed by any individual(s) or entity(ies) shown in the Schedule below.

2. Section VII. DEFINITIONS, is amended at the definition of Insured, by adding the following:

- The individual(s) or entity(ies) listed in the Schedule below are not Insured(s) under this policy.
- and shall not qualify as an Insured(s) under Section III. PERSONS INSURED.

Schedule of Individual(s) or Entity(ies)

The premium for this endorsement is included in the premium shown on the Declarations unless a specific amount is shown here:	Additional Premium:	\$ _____
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All other terms and conditions of this policy remain unchanged.

Authorized Representative

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PLEASE PROMPTLY SIGN THE ENDORSEMENT BELOW AND RETURN ONE COPY OF THIS ENDORSEMENT TO YOUR AGENT FOR DELIVERY TO THE COMPANY.		

<h2 style="margin: 0;">EXCLUSION OF DESIGNATED INDIVIDUAL(S)</h2> <p style="margin: 0;">Vicarious Liability Extension</p>

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Schedule of Individual(s)

ACKNOWLEDGED AND ACCEPTED

(Must be signed by a Partner, Officer or Sole Proprietor)

I understand

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agree to the above terms and conditions.

Signature

Please print or type the above signature

Date_____

The above signature does

waive the Company's rights under any other endorsements, exclusionary provisions, or any other provisions of the policy. This applies whether or not the endorsement or provisions are signed by the Insured

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ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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The premium for this endorsement is included in the premium shown on the declarations unless a specific amount is shown here.	Additional Premium \$
	Return Premium \$

ENDORSEMENT NO.:

Effective:

Is attached to and forms part of your evidence of insurance no.: Schedule of Individual(s) or Entity(ies)

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Issued by: *The Company Named in the Declarations*

Insured:

Date Issued: August 16, 2007

Authorized Representative:

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date
			to
Issued By (Name of Insurance Company)			

**Vicarious Liability Extension for the Named Insured
for Excluded Individual(s) or Entity(ies)**

It is agreed that Section VII. DEFINITIONS, is amended at the definition of **Insured**, by adding the following:

- The individual(s) or entity(ies) listed in the Schedule below is/are not (an) **Insured(s)** under this policy and shall not qualify as (an) **Insured(s)** under Section III. PERSONS INSURED.

<p><u>Schedule of Individual(s) or Entity(ies)</u></p>
--

The premium for this endorsement is included in the premium shown on the Declarations unless a specific amount is shown here:	Additional Premium:	\$
	Return Premium:	\$

All other terms and conditions of this policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

<u>Named Insured</u>			<u>Endorsement Number</u>
<u>Policy Symbol</u>	<u>Policy Number</u>	<u>Policy Period</u> to	<u>Effective Date</u>
<u>Issued By (Name of Insurance Company)</u>			

**Vicarious Liability Extension for the Named Insured
for Excluded Individual(s) or Entity(ies)**

It is agreed that Section VII. DEFINITIONS, is amended at the definition of **Insured**, by adding the following:

- The individual(s) or entity(ies) listed in the Schedule below is/are not (an) **Insured(s)** under this policy, and shall not qualify as (an) **Insured(s)** under Section III. PERSONS INSURED.

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

The premium for this endorsement is included in the premium shown on the Declarations unless a specific amount is shown here:	<u>Additional Premium:</u>	\$ _____
	<u>Return Premium:</u>	\$ _____

All other terms and conditions of this policy remain unchanged.

Authorized Representative

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**PLEASE PROMPTLY SIGN THE ENDORSEMENT BELOW AND RETURN ONE COPY OF
THIS
ENDORSEMENT TO YOUR AGENT FOR DELIVERY TO THE COMPANY.**

EXCLUSION OF DESIGNATED INDIVIDUAL(S) OR ENTITY(IES)
Vicarious Liability Excluded

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In consideration of the premium charged, this policy shall not apply to any **Incident** which arises out of the rendering of or failure to render professional services committed or alleged to have been committed by any individual(s) or entity(ies) shown in the Schedule below, and the

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ACKNOWLEDGED AND ACCEPTED

(Must be signed by a Partner, Officer or Sole Proprietor)

I understand and agree to the above

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Signature

Please print or type the above signature

Date _____

The above signature does not waive the Company's rights under any other endorsements, exclusionary provisions, or any other provisions

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. This applies whether or not the endorsement or provisions are signed by the Insured

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ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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The premium for this endorsement is included in the premium shown on the declarations unless a specific amount is shown here.	Additional Premium	\$
	Return Premium	\$

ENDORSEMENT NO.: Effective:
Is attached to and forms part of your evidence of insurance no.:
Issued by: *The Company Named in the Declarations*

Insured:

Date Issued: August 16, 2007	Authorized Representative:
---------------------------------	----------------------------

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date
			to
Issued By (Name of Insurance Company)			

Additional Insured

It is agreed that in consideration of the premium charged, the individual(s) or entity(ies) designated below shall be an **Insured**, under Section III. PERSONS INSURED, but only with respect to such individual's or entity's liability arising solely out of an **Incident** caused by the sole negligence of another **Insured**:

Additional Insured	Address

The premium for this endorsement is included in the premium shown on the Declarations unless a specific amount is shown here:	Additional Premium:	\$
	Return Premium:	\$

All other terms and conditions of this policy remain unchanged.

Authorized Representative

<u>Named Insured</u>			<u>Endorsement Number</u>
<u>Policy Symbol</u>	<u>Policy Number</u>	<u>Policy Period</u> _____ <u>to</u>	<u>Effective Date</u>
<u>Issued By (Name of Insurance Company)</u>			

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Additional Insured

It is agreed that in consideration of the premium charged, the individual(s) or entity(ies) designated below shall be an **Insured**, under Section III. PERSONS INSURED, but only with respect to such individual's or entity's liability arising solely out of an **Incident** caused by the sole negligence of another **Insured**:

<u>Additional Insured</u>	<u>Address</u>

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<u>The premium for this endorsement is included in the premium shown on the Declarations unless a specific amount is shown here:</u>	<u>Additional Premium:</u>	\$ _____
	<u>Return Premium:</u>	\$ _____

All other terms and conditions of this policy remain unchanged.

Authorized Representative

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ADDITIONAL INSURED ENDORSEMENT

NAME

ADDRESS

NAME

ADDRESS

NAME

ADDRESS

NAME

ADDRESS

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

The premium for this endorsement is included in the premium shown on the declarations unless a specific amount is shown here.

Additional Premium \$
Return Premium \$

ENDORSEMENT NO.: Effective:

Is attached to and forms part of your evidence of insurance no.:

Issued by: the Company named in the Declarations

Insured: _____

Date Issued:
8/16/07

Authorized Representative:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date
			to
Issued By (Name of Insurance Company)			

Reentering Practice

It is agreed that in consideration of the premium charged for this policy:

1. Endorsement Number _____, The **Extended Reporting Period** Endorsement, Form Number _____ issued on __/__/__ under this policy is deleted in its entirety as of the effective date of this endorsement; and

2. Section VI. EXCLUSIONS is hereby amended to include the following additional exclusion:
 - to any **Claim** made arising from an **Incident** or **Wrongful Employment Practice** that occurred on or after __/__/__ (retirement date) and or prior to __/__/__ (reinstatement date).

The premium for this endorsement is included in the premium shown on the Declarations unless a specific amount is shown here:	Additional Premium:	\$
	Return Premium:	\$

All other terms and conditions of this policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

<u>Named Insured</u>			<u>Endorsement Number</u>
<u>Policy Symbol</u>	<u>Policy Number</u>	<u>Policy Period</u> to <u>Effective Date</u>	
<u>Issued By (Name of Insurance Company)</u>			

Reentering Practice

It is agreed that in consideration of the premium charged for this policy:

1. Endorsement Number, **The Extended Reporting Period Endorsement, Form Number** issued on / / under this policy is deleted in its entirety as of the effective date of this endorsement; and
2. Section VI. EXCLUSIONS is hereby amended to include the following additional exclusion:
 - to any Claim made arising from an Incident or Wrongful Employment Practice that occurred on or after / / (retirement date) and or prior to / / (reinstatement date).

<u>The premium for this endorsement is included in the premium shown on the Declarations unless a specific amount is shown here:</u>	<u>Additional Premium:</u>	\$ _____
	<u>Return Premium:</u>	\$ _____

All other terms and conditions of this policy remain unchanged.

Authorized Representative

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¶
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POLICY NUMBER:

ENDORSEMENT NUMBER:

RE-ENTERING PRIOR ACTS COVERAGE

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) No Insured knew or could have reasonably foreseen that such act or omission might be expected to be the basis of a Claim or suit on the effective date of this policy or the first claims-made policy issued by the **Company** to which this policy is a renewal, whichever is earlier.

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Prior Acts Date:

For purposes of calculation of years of coverage with the **Company** under a claims-made policy, the break in (1) above will not be considered a break of continuity in years of coverage.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN
UNCHANGED.**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date
			to
Issued By (Name of Insurance Company)			

Extended Reporting Period

It is agreed that, in consideration of payment of the additional premium stated below and in compliance with all the provisions of the policy, the policy is amended as follows:

1. Except as provided in paragraph 6 of this endorsement, the coverage granted by this endorsement is provided for in, and subject to, the provisions of Section VIII. CONDITIONS, O. **Extended Reporting Period** Option. This endorsement does not extend the **Policy Period** or change the scope of coverage provided.
2. The **Extended Reporting Period** and the premium for such **Extended Reporting Period** are as follows:

<i>Reporting Period</i>	<i>Premium</i>
From:	\$
To:	

3. This endorsement applies to the **Named Insured** and any other **Insured(s)** under the policy.
4. Coverage as provided by this endorsement shall apply from the effective date of termination through the **Extended Reporting Period** stated in the above schedule.
5. Premiums shall be fully earned by the **Company** on the effective date of the **Extended Reporting Period**.

6. LIMITED COVERAGE FOR RECORDS

Section VII. DEFINITIONS, **Incident** is amended to include:

- any act, error or omission in the retention, destruction or release of a client's records after the **Policy Period**. Such retention, destruction or release of a client's records shall be deemed to have occurred at the time the records were created, provided there is no other valid insurance coverage available for such **Incident** or would be available, but for the reduction or the exhaustion of the limits of liability, including any policy purchased by such **Insured** or the **Named Insured** to renew or replace this policy. This section will not apply to any addition or

modification made to any records or any report or summary of the record made after the effective date of the expiration or cancellation date of the policy.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

<u>Named Insured</u>			<u>Endorsement Number</u>
<u>Policy Symbol</u>	<u>Policy Number</u>	<u>Policy Period</u> to	<u>Effective Date</u>
<u>Issued By (Name of Insurance Company)</u>			

Extended Reporting Period

It is agreed that, in consideration of payment of the additional premium stated below and in compliance with all the provisions of the policy, the policy is amended as follows:

1. Except as provided in paragraph 6 of this endorsement, the coverage granted by this endorsement is provided for in, and subject to, the provisions of Section VIII. CONDITIONS, O. **Extended Reporting Period** Option. This endorsement does not extend the **Policy Period** or change the scope of coverage provided.
2. The **Extended Reporting Period** and the premium for such **Extended Reporting Period** are as follows:

<u>Reporting Period</u>	<u>Premium</u>
<u>From: _____ To: _____</u>	<u>\$ _____</u>

3. This endorsement applies to the **Named Insured** and any other **Insured(s)** under the policy.
4. Coverage as provided by this endorsement shall apply from the effective date of termination through the **Extended Reporting Period** stated in the above schedule.
5. Premiums shall be fully earned by the **Company** on the effective date of the **Extended Reporting Period**.
6. LIMITED COVERAGE FOR RECORDS

Section VII. DEFINITIONS. **Incident** is amended to include:

- any act, error or omission in the retention, destruction or release of a client's records after the **Policy Period**. Such retention, destruction or release of a client's records shall be deemed to have occurred at the time the records were created, provided there is no other valid insurance coverage available for such **Incident** or would be available, but for the reduction or the exhaustion of the limits of liability, including any policy purchased by such **Insured** or the **Named Insured** to renew or replace this policy. This section will not apply to any addition or

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COVERAGE ENDORSEMENT ¶
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modification made to any records or any report or summary of the record made after the effective date of the expiration or cancellation date of the policy.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

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In consideration of payment of the additional premium stated above and in compliance with all the provisions of the policy, the policy is amended as follows:

A. COVERAGE AGREEMENT/LIMIT OF LIABILITY

The period of time allowed by the policy for the reporting of **Claims** first made against the **Insured**, and reported in writing to the **Company**, is extended. This extension is shown above as the Reporting Period. All **Claims** reported during such Extended Reporting Period shall be considered as being reported during the last **Policy Period**. The limit of liability applicable to the coverage afforded by this endorsement is part of, and not in addition to, the limit of liability available under the last **Policy Period**.

B. REPORTING PERIODS: PREMIUMS

The provisions of this endorsement shall apply through the Reporting Period stated in the above schedule. Premiums shall be fully earned by the **Company** on the effective date of the Extended Reporting Period.

C. INDIVIDUALS AND/OR ENTITIES COVERED

This Extended Reporting Period applies only to the individuals and/or entities listed below:

NAME:

TERMINATION OF COVERAGE DATE:

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

The premium for this endorsement is included in the premium shown on the declarations unless a specific amount is shown here:

Premium \$ _____

ENDORSEMENT NO.:

Effective:

Is attached to and forms part of your evidence of insurance number:

Issued by: the Company named in the Declarations

Insured: _____

Date Issued: 08/16/07 _____

Authorized Representative: _____

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date
			to
Issued By (Name of Insurance Company)			

Retroactive Date(s)
Designated Individual(s) or Entity(ies)

It is agreed that, in consideration of the premium charged, and solely with respect to the following designated individual(s) or entity(ies), Item 4. of the Declarations, **Retroactive Date**, is deleted with respect to such designated individual(s) or entity(ies) and replaced with the **Retroactive Date** for such designated individual(s) or entity(ies) listed in below.

Designated Individual(s) or Entity(ies)

Retroactive Date(s)

The premium for this endorsement is included in the premium shown on the Declarations unless a specific amount is shown here:	Additional Premium:	\$
	Return Premium:	\$

All other terms and conditions of this policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

<u>Named Insured</u>			<u>Endorsement Number</u>
<u>Policy Symbol</u>	<u>Policy Number</u>	<u>Policy Period</u> _____ to _____	<u>Effective Date</u>
<u>Issued By (Name of Insurance Company)</u>			

Retroactive Date(s)
Designated Individual(s) or Entity(ies)

It is agreed that, in consideration of the premium charged, and solely with respect to the following designated individual(s) or entity(ies), Item 4. of the Declarations, **Retroactive Date**, is deleted with respect to such designated individual(s) or entity(ies) and replaced with the **Retroactive Date** for such designated individual(s) or entity(ies) listed in below.

Designated Individual(s) or Entity(ies)

Retroactive Date(s)

<u>The premium for this endorsement is included in the premium shown on the Declarations unless a specific amount is shown here:</u>	<u>Additional Premium:</u>	<u>\$ _____</u>
	<u>Return Premium:</u>	<u>\$ _____</u>

All other terms and conditions of this policy remain unchanged.

Authorized Representative

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PRIOR ACTS DATES ENDORSEMENT¶
Designated Person(s) or Entity(ies) ... [1]

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In consideration of the premium charged as respects the person(s) or entity(ies) listed below, sub-paragraph B of Section I, COVERAGE, is deleted in its entirety and replaced by:¶

¶
B. . At any time prior to the policy effective date shown on the Declarations if:¶

¶
(1) . Such act or omission happens on or subsequent to the "prior acts date" listed below; and¶

¶
(2) . No Insured knew or could have reasonably foreseen that such act or omission might be expected to be the basis of a Claim or suit on the effective date of this endorsement.¶

¶
DESIGNATED PERSON(S) OR ENTITY(IES)

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PRIOR ACTS DATES ENDORSEMENT
 Designated Person(s) or Entity(ies)

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

The premium for this endorsement is included in the premium shown on the declarations unless a specific amount is shown here.		Additional Premium \$
		Return Premium \$
ENDORSEMENT NO.:	Effective:	
Is attached to and forms part of your evidence of insurance no.:		
Issued by: <i>The Company Named in the Declarations</i>		
Insured:		
Date Issued: August 16, 2007	Authorized Representative:	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date
			to
Issued By (Name of Insurance Company)			

Named Insured Amended

It is agreed that the **Named Insured** in Item 1 of the Declarations is amended to the following:

1.	<p>Named Insured</p> <p>Address:</p> <p>City, State & Zip Code:</p>
----	--

The premium for this endorsement is included in the premium shown on the Declarations unless a specific amount is shown here:	Additional Premium:	\$
	Return Premium:	\$

All other terms and conditions of this policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date
Issued By (Name of Insurance Company)			

Ninety (90) Day Assault Reporting Extension

It is agreed that in consideration of the premium charged, Section VI. SUPPLEMENTARY PAYMENTS, D. is amended by deleting the following paragraph:

Such "assault" must be reported to the **Company** during the **Policy Period**. All such "assaults" arising out of the same or related **Incident** shall be considered as having been first made at the time the notice of "assault" is first received by the **Company** and the amount so payable shall not exceed \$1,000.

and replacing it with:

Such "assault" must occur after the prior acts date but before the expiration date of this policy and be reported to the **Company** during the **Policy Period** or within ninety (90) days after the expiration of the policy. All such "assaults" arising out of the same or related **Incident** shall be considered as having been first made at the time the notice of "assault" is first received by the **Company** and the amount so payable shall not exceed \$1,000.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date
Issued By (Name of Insurance Company)			

Cancellation

It is agreed that the policy is cancelled as of: __/__/__

The return premium has been calculated as follows: << Flat, Short-rate, Pro-rata>>.

The premium for this endorsement is included in the premium shown on the Declarations unless a specific amount is shown here:	Additional Premium:	\$
	Return Premium:	\$

All other terms and conditions of this policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date
			to
Issued By (Name of Insurance Company)			

Change of Address

It is agreed that Item 1. of the Declarations is amended by deleting the **Named Insured's** Address and replacing it with the following:

1.	Named Insured: Address: City, State & Zip Code:
----	--

All other terms and conditions of this policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date
Issued By (Name of Insurance Company)			

Policy Period Amended

It is agreed that Item 2 of the Declarations is deleted in its entirety and the following is inserted:

2.	Policy Period: 12:01 A.M. local time at the address shown in Item 1.	From:	To:
----	---	-------	-----

The premium for this endorsement is included in the premium shown on the Declarations unless a specific amount is shown here:	Additional Premium:	\$
	Return Premium:	\$

All other terms and conditions of this policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date
Issued By (Name of Insurance Company)			

Definition of Incident, Revised

It is agreed that in consideration of the premium charged, Section VII. DEFINITIONS, is amended at the definition of **Incident** to include the following:

_____.

The premium for this endorsement is included in the premium shown on the Declarations unless a specific amount is shown here:	Additional Premium:	\$
	Return Premium:	\$

All other terms and conditions of this policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date
			to
Issued By (Name of Insurance Company)			

Deletion of Person(s) Insured

It is agreed that, solely with respect to the **Insured(s)** listed in the Schedule below, Item 2 of the Declarations is deleted in its entirety and replaced by the following:

Deleted Insured(s)

2.	Policy Period: From: __/__/__ To: __/__/__ 12:01 A.M. local time at the address shown in Item 1.
----	---

The premium for this endorsement is included in the premium shown on the Declarations unless a specific amount is shown here:	Additional Premium:	\$
	Return Premium:	\$

All other terms and conditions of this policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date
			to
Issued By (Name of Insurance Company)			

Extended Reporting Period; Designated

It is agreed that, in consideration of payment of the additional premium stated below and in compliance with all the provisions of the policy, the policy is amended as follows:

1. Except as provided in paragraph 6 of this endorsement, the coverage granted by this endorsement is provided for in, and subject to, the provisions of Section VIII. CONDITIONS O. **Extended Reporting Period** Option. This endorsement does not extend the **Policy Period** or change the scope of coverage provided.
2. The **Extended Reporting Period** and the premium for such **Extended Reporting Period** are as follows:

Reporting Period

Premium

From:

To:

\$

3. INDIVIDUALS AND/OR ENTITIES COVERED

This **Extended Reporting Period** applies only to the individuals and/or entities listed below:

NAME:

TERMINATION OF COVERAGE DATE:

4. Coverage as provided by this endorsement shall apply from the effective date of termination through the **Extended Reporting Period** stated in the above schedule.
5. Premiums shall be fully earned by the **Company** on the effective date of the **Extended Reporting Period**.

6. LIMITED COVERAGE FOR RECORDS

Section VII. DEFINITIONS, **Incident** is amended for the **Insured(s)** listed in 3 above to include:

- any act, error or omission in the retention, destruction or release of a client's records after the **Policy Period**. Such retention, destruction or release of a client's records shall be deemed to have occurred at the time the records were created, provided there is no other valid insurance coverage available for such **Incident** or would be available, but for the reduction or the exhaustion of the limits of liability, including any policy purchased by such **Insured** or the **Named Insured** to renew or replace this policy. This section will not apply to any addition or modification made to any records or any report or summary of the record made after the effective date of the expiration or cancellation date of the policy.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date
Issued By (Name of Insurance Company)			

**Excluded Incident, Claim, Wrongful Employment Practice Claim,
or Governmental Regulatory Body Investigation or Proceeding**

It is agreed that in consideration of the premium charged, there is no coverage available under the policy including any coverage provided in Section V. SUPPLEMENTARY PAYMENTS, for any **Incident, Claim, Wrongful Employment Practice Claim**, or governmental investigation or proceeding or any related **Incident, Claim, Wrongful Employment Practice Claim**, or governmental investigation or proceeding described below:

<p>Excluded Incident, Claim, Wrongful Employment Practice Claim, or Governmental Regulatory Body Investigation or Proceeding:</p>

The premium for this endorsement is included in the premium shown on the Declarations unless a specific amount is shown here:	Additional Premium:	\$
	Return Premium:	\$

All other terms and conditions of this policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date
			to
Issued By (Name of Insurance Company)			

Landlord Additional Insured

It is agreed that the designated individual(s) or entity(ies) shown below shall be included as (an) **Insured(s)** solely to the extent provided under Section III. PERSONS INSURED _____.

Landlord Additional Insured	Address

The premium for this endorsement is included in the premium shown on the Declarations unless a specific amount is shown here:	Additional Premium:	\$
	Return Premium:	\$

All other terms and conditions of this policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date
			to
Issued By (Name of Insurance Company)			

**Limit of Liability Amended
(Wrongful Employment Practices)**

It is agreed that in consideration of the premium charged, Item 3. of the Declarations, Limit of Liability, is amended by deleting the **Wrongful Employment Practices**, Limit of Liability and replacing it with the following:

3.	COVERAGE	LIMITS OF LIABILITY	
	Wrongful Employment Practices		\$ Aggregate

provided however, the new Limit of Liability set forth above shall apply solely to **Wrongful Employment Practices Claims** for **Wrongful Employment Practices** that occurred on or after the effective date of this endorsement.

The premium for this endorsement is included in the premium shown on the Declarations unless a specific amount is shown here:	Additional Premium:	\$
	Return Premium:	\$

All other terms and conditions of this policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date
			to
Issued By (Name of Insurance Company)			

**Limits of Liability Amended
(Licensing Board Defense and Other Governmental Body Defense Reimbursement)**

It is agreed that in consideration of the premium charged, Item 3. of the Declarations, is amended by deleting Licensing Board Defense and Other Governmental Body Defense Reimbursement in its entirety and replacing it with the following:

3.		REIMBURSEMENTS	
	Licensing Board Defense	\$	per Proceeding
	Other Governmental Body Defense	\$	per Proceeding

provided however, the new Limit of Liability set forth above shall apply solely to investigations or proceedings where the notice of investigation or proceeding is received by the **Insured** on or after the effective date of this endorsement.

The premium for this endorsement is included in the premium shown on the Declarations unless a specific amount is shown here:	Additional Premium:	\$
	Return Premium:	\$

All other terms and conditions of this policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date
			to
Issued By (Name of Insurance Company)			

Notice of Premium Adjustment

This endorsement was issued to inform you that the following discount was <<<applied or removed>>>:

Discount: _____

The premium for this endorsement is included in the premium shown on the Declarations unless a specific amount is shown here:	Additional Premium:	\$
	Return Premium:	\$

All other terms and conditions of this policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date
			to
Issued By (Name of Insurance Company)			

Policy Reinstatement

It is agreed that:

1. the policy is reinstated without lapse and
2. if a cancellation endorsement is attached to this policy, it is hereby deleted in its entirety.

The premium for this endorsement is included in the premium shown on the Declarations unless a specific amount is shown here:	Additional Premium:	\$
	Return Premium:	\$

All other terms and conditions of this policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date
			to
Issued By (Name of Insurance Company)			

Exclusion of Services

It is agreed that in consideration of the premium charged, Section VI. EXCLUSIONS is amended by adding the following exclusion:

- to **Claims** arising out of acts, errors or omissions in the rendering of services by any **Insured** as a/an:

_____.

The premium for this endorsement is included in the premium shown on the Declarations unless a specific amount is shown here:	Additional Premium:	\$
	Return Premium:	\$

All other terms and conditions of this policy remain unchanged.

Authorized Representative



Psychologists' Professional Liability Policy Renewal Application Claims Made Coverage

Underwritten By: ACE American Insurance Company

**Please return your renewal application by: ~Data Field~
For expedited service please renew online at: ~ Data Field~**

<p>~NAMED_INSURED_LINE1~ ~NAMED_INSURED_LINE2~ ~NAMED_INSURED_LINE3~ ~NAMED_INSURED_LINE4~ ~NAMED_INSURED_LINE5~</p>	<p>Policy/Certificate #: ~Data Field~ Renewal Effective Date: ~Data Field~ Retroactive Date: ~Data Field~ Phone #: ~Data Field~ Fax #: ~Data Field~ Email: ~Data Field~</p>
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<p>Current Limits of Liability: Professional Liability: \$~Data Field~ Each Incident / \$~Data Field~ Aggregate Wrongful Employment Practices: \$~Data Field~ Aggregate</p>
<p>Current Reimbursements: Licensing Board Defense: \$~Data Field~ Per Proceeding Other Governmental Regulatory Body Defense: \$~Data Field~ Per Proceeding</p> <p>If you would like to <i>increase</i> your Licensing Board Defense and other Governmental Regulatory Body Defense, please select one of the following options and include the amount shown with your premium payment.</p> <p>Licensing Board Defense/Other Governmental Regulatory Body Defense</p> <p><input type="checkbox"/> \$50,000 /\$10,000 (\$45 additional premium) <i>Maximum limits available</i></p> <p><input type="checkbox"/> \$25,000 /\$7,500 (\$35 additional premium)</p>

Quote Summary:	
<i>The premium for each individual is listed beginning on page 2. Please note the premium is rounded to the nearest dollar (50 cents and over, round up; 49 cents and under, round down).</i>	
Base Premium:	\$~Data Field~
35% Part-Time Credit	\$~Data Field~
~data field~ % Continuing Education Credit	\$~Data Field~
~data field~ % Staff-Size Credit	\$~Data Field~
~data field~ % Pre-licensed Individual Under Supervision Credit, Year ~data field~ of 3	\$~Data Field~
~data field~ % Comprehensive Business Office Insurance Credit	\$~Data Field~
10% Vicarious Liability Surcharge	\$~Data Field~
Patient Compensation Fund Surcharge	\$~Data Field~
Licensing Board Defense/Other Governmental Regulatory Body Defense	\$~Data Field~
Wrongful Employment Practices	\$~Data Field~
Prescription Privileges Surcharge	\$~Data Field~

Psychologists' Professional Liability Policy Renewal Application (continued)

Policy/Certificate #: ~Data Field~

Underwriting Modification Factor	\$~Data Field~
Total Annual Premium \$~Data Field~	

**YOU MUST ANSWER THE FOLLOWING MANDATORY QUESTIONS.
PLEASE SIGN AND DATE WHERE INDICATED.**

1. Have you or anyone in your group reported any Claims during the past 12 months or are you or anyone in your group aware of any circumstances that may result in a Claim arising out of professional services against you or anyone in your group? Yes No
2. Have you or anyone in your group been sanctioned or are you or anyone in your group currently under review by any professional ethics body, university disciplinary committee, state licensing board or other regulatory body or ever had a license revoked or suspended? Yes No
3. Are you or anyone in your group aware of any HIPAA Privacy Rule or Medicare or Medicaid payment violations that may result in an investigation or proceeding before the United States Department of Health and Human Services (HHS) or its designee, or any state? Yes No
4. Have you or anyone in your group applied for prescriptive privileges from any State Licensure Board(s) or is anyone currently licensed to prescribe? Yes No

If you answered "Yes" to any question, please submit a written explanation and supporting documentation with this application.

I declare the information contained herein and in any attachments hereto is true and that no material facts have been concealed, suppressed, misrepresented or misstated. Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act. The Company reserves its right to change or withdraw the terms and conditions on the application prior to the proposed renewal date if changes material to the underwriting of the application are presented.

The applicant agrees if the insurance coverage is renewed, that this renewal application and any attachments are deemed attached to and incorporated into the policy.

The Trust-sponsored Professional Liability Program is written through the Psychologists Purchasing Group Association and administered by Trust Risk Management Services, Inc. (Florida Producer: H. Stuart Benas, License No. #E013597)

Please sign, date and return this application, along with premium payment, to renew your policy.

Signature of Named Insured: ~Data Field~

X _____ Date _____

Please verify that all information listed below is correct and make any necessary changes.

✓ FT = Full Time (greater than 20 hours per week) PT = Part-Time (20 hours or less per week)

✓ If you add an owner or employee, please contact TRMS at 1-877-637-9700.

Named Insured

~Name~

Owners	Degree	Prior Acts	Hours	Premium
~Name~	~data~	~data~	~data~	\$ ~Prem~

Employees: Please include ONLY professional employees who are involved in the delivery of professional services and receive a W-2 form.

Name	Degree	Prior Acts	Hours	Premium
~Name~	~data~	~data~	~data~	\$ ~Prem~
~Name~	~data~	~data~	~data~	\$ ~Prem~

Independent Contractors: Please include ONLY those professionals who are under contract with you and/or receive a 1099 form. **Please provide a copy of their current professional liability insurance.** *There is no coverage provided under the policy for the independent contractor.*

Name	Degree	Rating Date	Premium
~Name~	~data~	~data~	\$ ~Prem~

Psychologists' Professional Liability Policy Renewal Application (continued)

Policy/Certificate #: ~Data Field~

~Name~	~data~	~data~	\$ ~Prem~
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Vicarious Parties: The following persons are rated as vicarious parties. Your group is covered for their professional actions, but each vicarious party must maintain their own malpractice insurance. **Please provide a copy of their current professional liability insurance. This renewal cannot be issued without this documentation.**

Name Degree Rating Date Type Premium

~Name~ ~data~ ~data~ ~data~ \$ ~Prem~

~Name~ ~data~ ~data~ ~data~ \$ ~Prem~

Additional Insureds: Please include ONLY those who require an endorsement by contract.

Name Address City St Zip Premium

~Name~ ~Address~ ~City~ ~St ~zip \$ ~Prem~

~Name~ ~Address~ ~City~ ~St ~zip \$ ~Prem~

Additional Insured - Landlords: Please include ONLY those who require verification.

Name Address City St Zip

~Name~ ~Address~ ~City~ ~St ~zip

Certificate Holders: Please include those parties that require evidence of your insurance.

Name Address City St Zip

~Name~ ~Address~ ~City~ ~St ~zip

~Name~ ~Address~ ~City~ ~St ~zip

Additional Named Insured or "Also Known As"/"Doing Business As" (DBA).

Name Address City St Zip

~Name~ ~Address~ ~City~ ~St ~zip

~Name~ ~Address~ ~City~ ~St ~zip

Please select your preferred method of communication for delivery of policy documents:

Email (fastest) Email Address: ~Data Field~

US Mail

PAYMENT OPTIONS:

Your annual renewal premium: \$ ~Data Field~

Policy/Certificate #: ~Data Field~

I accept the terms as indicated and wish to pay the premium as follows (please select an option):

\$ ~Data Field~ Full Annual Premium

\$ ~Data Field~ Semi - Annual Premium
 \$ ~Data Field~ Per Installment Administrative Fee
 \$ ~Data Field~ Total Installment

I agree to have future quarterly installments automatically billed to my credit card.
 \$ ~Data Field~ Quarterly Premium
 \$ ~Data Field~ Per Installment Administrative Fee
 \$ ~Data Field~ Total Installment

Please select a payment method:

Check Please make check payable to **TRMS** (Trust Risk Management Services, Inc.)

Credit Card

Name on Credit Card: _____ **Credit Card Billing Address:** (Same as Above)

Psychologists' Professional Liability Policy Renewal Application (continued)

Policy/Certificate #: ~Data Field~

Credit Card #: _____ - _____ - _____ - _____	Street: _____
Credit Card Type: Circle One Visa MasterCard	City: _____
Credit Card Expiration Date: _____ / _____	State: _____ Zip: _____
Signature of Cardholder: _____	

A completed renewal application and the appropriate premium must be remitted to our office in one of the following methods by: ~data field~.

- For expedited service, please renew online at: ~Data Field~
OR
- Fax this renewal application to our customer service center at ~data field~ indicating your credit card information above
OR
- Mail this renewal application along with a check or your credit card information to:
TRMS (Trust Risk Management Services, Inc.)
~Address~
~City~ , ~St~ ~zip code~

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date
			to
Issued By (Name of Insurance Company)			

Amendatory Endorsement - Arkansas

It is agreed that:

1. Section VII. DEFINITIONS is amended by adding the following definition:

“**Punitive Damages**” means damages that may be imposed to punish a wrongdoer and to deter others from similar conduct.

2. Section VIII. CONDITIONS, H. Subrogation, is amended by adding the following:

The **Company** will be entitled to recovery only after the **Insured** has been fully compensated for the **Damage** sustained, including **Claims Expenses**, if any, incurred in obtaining full compensation for this **Damage**.

3. Section VIII. CONDITIONS, N. Automatic **Extended Reporting Period**, is amended by adding the following:

The Automatic **Extended Reporting Period** shall not increase or reinstate the Limits of Liability, which shall be the maximum liability of the **Company** for the **Policy Period** and the Automatic **Extended Reporting Period**, combined

4. Section VIII. CONDITIONS, O. **Extended Reporting Period** Option, is amended as follows:

a. Paragraph 1c is deleted in its entirety and replaced by the following:

c. **Extended Reporting Period** Option Premium:

- i. If the **Extended Reporting Period** Option is purchased by the **Named Insured**, then the premium shall be calculated using the full annual premium of this policy.
- ii. If the **Extended Reporting Period** Option is purchased by an **Insured** who is a psychologist or **Practitioner** but not purchased by the **Named Insured**, then the premium shall be calculated using the full annual premium for such **Insured**.

The additional premium for such **Extended Reporting Period** Option is as follows:

- 90% of the full annual premium as described in i. or ii. above plus an additional 10% of that amount for the reinstatement of the Limits of Liability, to a period of twelve (12) months;
- 135% of the full annual premium as described in i. or ii. above plus an additional 10% of that amount for the reinstatement of the Limits of Liability, to a period of twenty-four (24) months;
- 150% of the full annual premium as described in i. or ii. above plus an additional 10% of that amount for the reinstatement of the Limits of Liability, to a period of thirty-six (36) months; or
- 175% of the full annual premium as described in i. or ii. above plus an additional 10% of that amount for the reinstatement of the Limits of Liability, to an unlimited period.

b. Paragraph 4 is deleted in its entirety and replaced by the following:

4. Except with respect to any **Extended Reporting Period** Option provided in accordance with paragraph 2, Retiree Provision, or paragraph 3, Death or Disability of **Insured**, the Limits of Liability available for the **Extended Reporting Period** Option, if elected, shall be the greater of:

- the unexhausted Limits of Liability set forth in Item 3 of the Declarations at the inception of the immediately preceding **Policy Period**; or
- 50% of the full amount of the Limits of Liability shown in Item 3 of the Declarations at the inception of the immediately preceding **Policy Period**

(hereinafter referred to as “**Optional Extended Reporting Period Limits of Liability**”).

The **Optional Extended Reporting Period Limits of Liability** shall only be available to pay **Damages** for **Claims** first made and reported during the **Optional Extended Reporting Period** and arising from **Incidents** taking place on or subsequent to the **Retroactive Date** and prior to the effective date of termination or nonrenewal (hereinafter referred to as “**Optional Extended Reporting Period Damages**”). The maximum liability for all **Optional Extended Reporting Period Damages** is the **Optional Extended Reporting Period Limits of Liability**.

If any **Claim** is covered, in whole or in part, under both the Automatic **Extended Reporting Period** and the **Optional Extended Reporting Period**, if elected, only the **Optional Extended Reporting Period Limits of Liability** shall apply.

The Limits of Liability available for the **Extended Reporting Period** Option provided in accordance with paragraph 2, Retiree Provision, or paragraph 3, Death or Disability of **Insured**, shall be part of, and in addition to, the Limits of Liability for the last **Policy Period**. The **Extended Reporting Period** Option, if elected shall not increase or reinstate the Limits of Liability. Such Limits of Liability shall be the maximum Limit of Liability of the **Company** for the **Policy Period**, the Automatic **Extended Reporting Period**, and the **Extended Reporting Period** Option provided in accordance with paragraph 2, Retiree Provision, or paragraph 3, Death or Disability of **Insured** combined.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date
Issued By (Name of Insurance Company)			

Amendatory Endorsement - Arkansas

It is agreed that:

1. Section VII. DEFINITIONS is amended by adding the following definition:

“Punitive Damages” means damages that may be imposed to punish a wrongdoer and to deter others from similar conduct.

2. Section VIII. CONDITIONS, H. Subrogation, is amended by adding the following:

The **Company** will be entitled to recovery only after the **Insured** has been fully compensated for the **Damage** sustained, including **Claims Expenses**, if any, incurred in obtaining full compensation for this **Damage**.

3. Section VIII. CONDITIONS, N. Automatic **Extended Reporting Period**, is amended by adding the following:

The Automatic **Extended Reporting Period** shall not increase or reinstate the Limits of Liability, which shall be the maximum liability of the **Company** for the **Policy Period** and the Automatic **Extended Reporting Period**, combined.

4. Section VIII. CONDITIONS, O. **Extended Reporting Period Option**, is amended by adding the following at the end of 1., c. **Extended Reporting Period Option Premium**:

There is an additional charge of 10% of the additional premium set forth above for such **Extended Reporting Period Option** for the reinstatement of the Limits of Liability.

5. Section VIII. CONDITIONS, O. **Extended Reporting Period Option**, 4. is deleted in its entirety and replaced by the following:

Except with respect to any **Extended Reporting Period Option** provided in accordance with VIII. CONDITIONS, O. **Extended Reporting Period Option**, 2. Retiree Provision, or 3. Death or Disability of **Insured**, the Limit of Liability available for the **Extended Reporting Period Option**, if elected, shall be the greater of:

- the unexhausted Limit of Liability set forth in Item 3 of the Declarations; or
- 50% of the full amount of the Limit of Liability set forth in Item 3 of the Declarations for the policy

for **Claims** first made during the **Extended Reporting Period Option**. Such Limit of Liability shall be the maximum liability of the **Company** for all **Claims** first made during the **Extended Reporting Period Option**.

If any **Claim** is covered, in whole or in part, under both the Automatic **Extended Reporting Period** and the **Extended Reporting Period Option**, then only the Limit of Liability available for **Extended Reporting Period Option** shall apply.

The Limit of Liability available for the **Extended Reporting Period Option** provided in accordance with VIII. CONDITIONS, O. **Extended Reporting Period Option**, 2. Retiree Provision, or 3. Death or Disability of **Insured**, shall be part of, and not in addition to, the Limit of Liability for the **Policy Period**. Such **Extended Reporting Period Option**, if elected, shall not increase or reinstate the Limit of Liability. Such Limit of Liability shall be the maximum Limit of Liability of the **Company** for the **Policy Period**, the Automatic **Extended Reporting Period**, and the **Extended Reporting**

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Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

AMENDATORY ENDORSEMENT - ARKANSAS

I. The Cancellation Condition of the policy and any endorsements pertaining thereto including Section I.A. of the Federal Risk Retention Act Nationwide

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is deleted in its entirety and replaced by the following:

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Cancellation

A. The first **Named Insured** shown in the Declarations may cancel this policy by mailing or delivering to the **Company** written notice stating when the cancellation will become effective.

Cancellation of Policies In Effect Less Than Sixty (60) Days

The **Company** may cancel this policy by mailing or delivering to the first **Named Insured** at its last known address written notice stating when the cancellation will be effective, which will not be less than:

1. Thirty (30) days thereafter, if the **Company** cancels for nonpayment of any unpaid portion of the Premium; or
2. Ninety (90) days thereafter, if the **Company** cancels for any other reason.

The effective date and hour of cancellation stated in the notice will be the end of the **Policy Period**. If notice

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mailed, proof of mailing will be sufficient proof of notice.

C. Cancellation of Policies In Effect More Than Sixty (60) Days

If this policy has been in effect more than sixty (60) days or is a renewal policy, the **Company** may cancel only for one or more of the following reasons:

1. Nonpayment of any unpaid portion of the Premium;
2. Fraud or material misrepresentation made by the Insured or with the Insured's knowledge in obtaining the policy, continuing the policy or in presenting a "claim" under the policy;

The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;

Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the policy;

Nonpayment of membership dues in those cases where our by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or

A material violation of a material provision of the policy.

D. If this policy is cancelled, the **Company** will send the first **Named Insured** any Premium refund due.

1. The **Company** will refund the pro rata unearned Premium if the policy is:
 - a. Cancelled by the **Company** or at the **Company's** request;
 - b. Cancelled but rewritten with the **Company** or in the **Company** group;

c. Cancelled because the **Insured** no longer has an insurable interest in the property or business operation

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is the subject of this insurance; or

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Cancelled after the first year of a prepaid policy that was written for a term of more than one year.

2. If the policy is cancelled at the request of the first **Named Insured**, other than a cancellation described in C.

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(b), (c) or (d) above, the **Company** will refund ninety percent (90%) of the pro rata unearned Premium within thirty (30) days of the latter of the cancellation date or the date of delivery of the Insured's notice of intent to cancel. However, the refund will be less than 90% of the pro-rata unearned Premium if the refund of such amount would reduce the Premium retained by the **Company** to an amount less than the minimum premium for this policy.

- II. Exclusion M of the Exclusion sections of the Psychologists' Professional Liability Policy (Claims Made) Form No. PF15217 (03/04) and the Research or Academic Psychologists' Professional Liability Policy (Claims Made) Form No. PF15218 (03/04) and

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XII of the Federal Risk Retention Act Nationwide Amendatory Endorsement are deleted in their entirety and replaced by the following

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In the event that the policy contains an exclusion of pollution or of pollutants, that exclusion shall be deleted in its entirety and replaced by the following:

This policy shall not apply to any claim, action, judgment, liability, settlement, loss, defense, cost, or expense in anyway arising out of actual, alleged, or threatened pollution, contamination, or any environmental impairment resulting from seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or radioactive matter including but not limited to, smoke, vapors, soots, fumes, acids, alkalis, chemicals, or toxic matter; or waste material (including materials to be recycled, reconditioned, or reclaimed); or oil or other petroleum substances or derivatives (including any oil refuse or oil mixed with waste), or thermal or vibratory effect including, but not limited to, heat or cold, into or upon land, the atmosphere, or any water course or body of water, underground water or water table supplies, whether such results directly, indirectly or in concurrence or in any sequence from the insured's activities or the activities of other and whether or not such is sudden, gradual, accidental, intended, foreseeable, expected, fortuitous, or inevitable and wherever or however such occurs.

But this exclusion shall not apply to bodily injury or property damage caused by heat or fumes from a "hostile fire" unless such fire involves:

materials which are or were at any time used for the handling, storage, disposal, processing or treatment of waste; or
any premises, site, or location:

1. which is or was at any time used for the handling, storage, disposal, processing or treatment of waste; or
2. on which any insured or contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, cleanup, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of, pollutants.

As used in this endorsement, "hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

- III. Exclusion M of the Exclusion sections of the Psychologists' Professional Liability Policy (Claims Made) Form No. PF15217 (03/04) and the Research or Academic Psychologists' Professional Liability Policy (Claims Made) Form No. PF15218 (03/04) and Section XII of the Federal Risk Retention Act Nationwide Amendatory Endorsement are deleted in their entirety and replaced by the following:

In the event that the policy contains an exclusion of pollution or of pollutants, that exclusion shall be deleted in its entirety and replaced by the following:

This policy shall not apply to any claim, action, judgment, liability, settlement, loss, defense, cost, or expense in anyway arising out of actual, alleged, or threatened pollution, contamination, or any environmental impairment resulting from seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or radioactive matter including but not limited to, smoke, vapors, soots, fumes, acids, alkalis, chemicals, or toxic matter; or waste material (including materials to be recycled, reconditioned, or reclaimed); or oil or other petroleum substances or derivatives (including any oil refuse or oil mixed with waste), or thermal or vibratory effect including, but not limited to, heat or cold, into or upon land, the atmosphere, or any water course or body of water, underground water or water table supplies, whether such results directly, indirectly or in concurrence or in any sequence from the insured's activities or the activities of other and whether or not such is sudden, gradual, accidental, intended, foreseeable, expected, fortuitous, or inevitable and wherever or however such occurs.

But this exclusion shall not apply to bodily injury or property damage caused by heat or fumes from a "hostile fire" unless such fire involves:

materials which are or were at any time used for the handling, storage, disposal, processing or treatment of waste; or
any premises, site, or location:

1. which is or was at any time used for the handling, storage, disposal, processing or treatment of waste; or
2. on which any insured or contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, cleanup, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of, pollutants.

As used in this endorsement, "hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

IV. Condition 11, Extended Reporting Period, of the Psychologists' Professional Liability Policy (Claims Made) Form No. PF15217 is amended by deleting subsection D in its entirety and replacing it with the following:

At the commencement of any Extended Reporting Period option, the entire premium shall be deemed earned and the **Company** shall not be liable to return to the **Named Insured** any part of the premium for the Extended Reporting Period. The Limits of Liability for any **Claim** first made during the Extended Reporting Period shall be the greater of the remaining Aggregate Limit of Liability for the terminating policy or 50% (fifty percent) of the amount stated as the annual Aggregate Limits of Liability in the Declarations of the terminating policy.

The insurance provided under the Extended Reporting Period option will be excess over any other valid and collectible insurance available to the **Insured**, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after the endorsement takes effect.

V.

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of the Federal Risk Retention Act Nationwide Amendatory Endorsement and Item 7 of the Psychologist's Liability Extension Endorsement Form No. PF-15230 are

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At the commencement of any Extended Reporting Period option, the entire premium shall be deemed earned and the **Company** shall not be liable to return to the **Named Insured** any part of the premium for the

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. The Limits of Liability for any Claim first made during the Extended Reporting Period shall be the greater of the remaining Aggregate Limit of Liability for the terminating policy or 50% (fifty percent) of the amount stated as the annual Aggregate Limits of Liability in the Declarations of the terminating policy.

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The insurance provided under the

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option will be excess over any other valid and collectible insurance available to the **Insured**, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after the endorsement takes effect.

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Condition 11, Extended Reporting Period, of the Research or Academic Psychologists' Professional Liability Policy (Claims Made) Form No. PF15218 is amended by deleting the following:

The fact that the period during which **Claims** must be first made against the **Named Insured** under this policy is extended by virtue of any Extended Reporting Period option shall not in any way increase the limit of liability of this policy. The limit of liability available under any Extended Reporting Period option shall be part of, and not in addition to, the limit of liability available under the last policy or renewal certificate issued to the **Named Insured**.

and replacing it with:

The Limits of Liability for any **Claim** first made during the Extended Reporting Period shall be the greater of the remaining Aggregate Limit of Liability for the terminating policy or 50% (fifty percent) of the amount stated as the annual Aggregate Limits of Liability in the Declarations of the terminating policy.

The insurance provided under the Extended Reporting Period option will be excess over any other valid and collectible insurance available to the **Insured**, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after the endorsement takes effect.

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PF-15250 (03/04) ACE USA Copyright, 2004 Page

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of 4

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date
			to
Issued By (Name of Insurance Company)			

Amendatory Endorsement - Arkansas

It is agreed that:

1. The DEFINITIONS section of the policy is amended by adding the following definition:
“**Punitive Damages**” means damages that may be imposed to punish a wrongdoer and to deter others from similar conduct.
2. The Subrogation condition of the policy is amended by adding the following:
The **Company** will be entitled to recovery only after the **Insured** has been fully compensated for the **Damage** sustained, including **Claims Expenses** incurred in obtaining full compensation for this **Damage**.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

<i>SERFF Tracking Number:</i>	<i>ACEH-125340745</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>ACE American Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$25</i>
<i>Company Tracking Number:</i>	<i>07-MR-299(F)</i>		
<i>TOI:</i>	<i>11.0 Medical Malpractice - Claims</i>	<i>Sub-TOI:</i>	<i>11.0027 Psychology</i>
	<i>Made/Occurrence</i>		
<i>Product Name:</i>	<i>07-MR-299(F)</i>		
<i>Project Name/Number:</i>	<i>Psychologists' Purchasing Group Association/07-MR-299(F)</i>		

Supporting Document Schedules

Satisfied -Name:	Uniform Transmittal Document- Property & Casualty	Review Status:	Approved	11/26/2007
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Comments:

Attachments:

NAIC Transmittal (AR - F).pdf
NAIC Forms Transmittal.pdf

Satisfied -Name:	Explanatory Memo	Review Status:	Approved	11/26/2007
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Comments:

Attachment:

Explanatory Memorandum - Forms.pdf

Satisfied -Name:	Reference Filing Numbers	Review Status:	Approved	11/26/2007
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Comments:

Attachment:

Reference Filing Numbers.pdf

Satisfied -Name:	Policy Comparisons	Review Status:	Approved	11/26/2007
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Comments:

Attachments:

Policy comparison CM.pdf
Policy Comparison (Occur).pdf
Policy comparison (Students).pdf
Policy Comparison Researchers.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">New Business</td> <td></td> </tr> <tr> <td>Renewal Business</td> <td></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

3. Group Name	Group NAIC #
ACE USA	626

4. Company Name(s)	Domicile	NAIC #	FEIN #
ACE American Insurance Company	PA	22667	95-2371728

5. Company Tracking Number	07-MR-299(F)
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Robert Wolfrom 510 Walnut St WB04G Philadelphia, PA 19106	Sr. Regulatory Specialist	(215) 640-5123	(215) 640-4986	Robert.Wolfrom@ace-ina.com

7. Signature of authorized filer	
8. Please print name of authorized filer	Robert Wolfrom

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	Medical Malpractice
10. Sub-Type of Insurance (Sub-TOI)	Psychology
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 10/01/2008 Renewal: 10/01/2008

Property & Casualty Transmittal Document---

15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16.	Reference Organization (if applicable)	
17.	Reference Organization # & Title	
18.	Company's Date of Filing	10/31/2007
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

20.	This filing transmittal is part of Company Tracking #	07-MR-299(F)
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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We are filing revisions to our Psychologists' Professional Liability program written through a risk purchasing group (Psychologists Purchasing Group Association). The policy provides claims made and occurrence liability coverage for psychologists, claims made professional liability coverage for research and academic psychologists and occurrence liability coverage for psychology students. The forms, rules and rates were originally submitted under company filing number 04-PR-086.

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<p>Check #: EFT Amount: \$50.00</p> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>	

*****Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

These pages are informational only and do not need to be submitted with your filings!

Notes for Uniform Property & Casualty Transmittal Document

DESCRIPTION OF ITEMS IN THE PROPERTY AND CASUALTY TRANSMITTAL DOCUMENT

- 1. Reserved for Insurance Dept. Use Only**—this section is for anything the Dept. wishes to capture—such as date stamps, approval stamps, check routing numbers, accounting codes, etc.
- 2. Insurance Department Use Only Box:** Includes the following information: (It is up to the state to determine which, if any, of this info they wish to record—or it may be recorded in #1 box with stamps (for example))
 - a. Date the filing is received by the Insurance Dept.**
 - b. Analyst**—lead analyst who reviewed the filing and assigns final disposition
 - c. Disposition**—this is the disposition that the Dept. assigns—authorized, approved, filed, withdrawn, disapproved, informational only, etc.
 - d. Date of Disposition of the filing**—date filing is finished
 - e. Effective Date of the Filing**—date the filing goes into effect. This date may vary by state—it might be the “approval” date in some states. It might be the implementation date in some states. It might be the received date in some states. The Dept. should use the date that is applicable in their state.
 - f. State Filing #:** The number the state assigns to the filing (if applicable).
 - g. SERFF Filing #:** Some states may use SERFF to track paper filings and will use that SERFF assigned number.
 - h. Subject Codes** – This field is intended to capture one or more Subject Codes for states to track particular attributes of a filing, such as mold exclusions. The codes or terms used would be variable by state.
- 3. Group Name and Group NAIC #** as assigned by NAIC.
- 4. Company Name(s), State of Domicile, NAIC #, FEIN#, State #:** Every company to which this filing applies must be listed and the company information must be supplied, with the exception of the State # (the company specific code) if not available or not required by the filing jurisdiction. A filing that lists a group without supplying company info will not be accepted in most states.
- 5. Company Tracking Number:** The filing number assigned by the insurance company, if any.
- 6. Contact Info of Filer or Corporate Officer:** The company should supply the information on the person the state should contact if there is a question/problem with the filing. If there is more than one person (perhaps, one for rates, one for forms) then both should be listed.
- 7. Signature of authorized filer:** Some states require a signature of the authorized filer. If the filer is third party, a letter of authorization from the insurer must be submitted according to state requirements.
- 8. Please print name of authorized filer:** So we can decipher #7 above!
- 9. Type of Insurance (TOI):** Refer to Uniform Property & Casualty Product Coding Matrix. This corresponds to the column entitled “SERFF Type of Insurance” and roughly corresponds to the annual statement line of business.
- 10. Sub-type of Insurance (Sub-TOI):** Refer to Uniform Property & Casualty Product Coding Matrix). This corresponds to the column entitled “SERFF Sub-Type of Insurance”.
- 11. State Specific Product code(s):** See State Specific Requirements for these codes
- 12. Company Program Title:** Marketing title, if applicable.
- 13. Filing Type:** Choices are Rate/Loss Cost; Rules; Rates/Rules; Forms; Withdrawal; Other.

14. Effective Date Requested: This is the effective date the company requested when they made the filing. It is not necessarily the date the filing officially becomes effective. This is also where the company can indicate the different effective dates for new or renewal business.

15. Reference Filing: Yes/No

16. Reference Organization (if applicable): The name of the advisory organization—i.e. ISO, NCCI, AAIS, etc. or an Insurance Company name if “me too filing” is permitted. Some states allow companies to reference another company’s filing. A “me too” filing is when one company adopts another company’s filing. Usually they are not part of the same group. You should check with each state to determine their rules on these filings. If permitted, use this area to indicate either an advisory organization name or “me too” company name.

17. Reference Organization Number & Title (if applicable): This is the unique number that the reference organization gives to the filing. It is generally not the same number as the circular number.

18. Company’s Date of filing: The date the company sends the filing.

19. Status of filing in domicile: Place for the company to show if filing has been filed in domicile and its status.

20. This filing transmittal is part of Company Tracking #: This ties all of the pages of the transmittal to the same filing. It is helpful for the state.

21. Filing Description: This area can be used in lieu of a cover letter or filing memorandum and is free-form text.

22. Filing Fees: Please refer to each state’s checklist for additional state specific requirements or instructions on calculating fees.

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	07-MR-299(F)			
2.	This filing corresponds to rate/rule filing number <small>(Company tracking number of rate/rule filing, if applicable)</small>	07-MR-299(R)			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	See Forms Schedule tab		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

Effective March 1, 2007

This page is informational only and do not need to be submitted with your filings!

**Notes for Form Filing Transmittal
DESCRIPTION OF ITEMS IN THE FORM FILING SCHEDULE**

FORM FILING SCHEDULE

- 1. This filing transmittal is part of Company Tracking #:** This ties all of the pages of the transmittal to the same filing. It is helpful for the state
- 2. This filing corresponds to rate/rule filing number:** Many states require that rates and forms be submitted separately due to different review procedures that are required by law. For those states, this will tie the form filing with the associated rate filing, if there is one.
- 3. Exhibit/Form Name/Description/Synopsis:** This is a list of forms being filed. **Do not refer to the body of the filing for a separate forms listing, unless allowed by state. This is required information and is required here.** The line numbers below this are to help the Departments that track the number of forms they receive.

ACE American Insurance Company
Psychologists Purchasing Group Association
Psychologists' Professional Liability

Explanatory Memorandum
Forms

ACE American Insurance Company ("ACE") currently has forms, rates and rules on file with your department which are applicable to our Psychologists' Professional Liability program. The coverage provides claims made and occurrence liability coverage for psychologists, claims made professional liability coverage for research and academic psychologists and occurrence liability coverage for psychology students. We are now submitting revisions to this program. The forms, rules and rates were originally submitted under company filing number 04-PR-086.

Please refer to the attached Reference Filing Numbers exhibit for prior state filing numbers, if applicable.

A. Forms

The forms are being revised extensively. With respect to the changes made to each of the four policy forms, we have provided you with a policy comparison that outlines the major changes to the form. With respect to the endorsements and notices, we have attached a detailed list of all forms which addresses the following:

- a. whether a form was changed, withdrawn or remained unchanged;
- b. whether the form broadens, restricts or clarifies coverage; and
- c. a description of each form.

In those cases where we have revised a form, all previously filed and approved versions of these forms will be replaced by the amended forms upon approval. Additionally, we have provided marked up versions of any notice or endorsement that was changed.

B. Rules and Rates

See companion filing 07-MR-299(R).

C. Effective Date

The proposed effective date of this revision filing is October 1, 2008. The reason the date is so far in the future is due to the fact that this policy is for a risk purchasing group (Psychologists Purchasing Group Association). There is a tremendous amount of programming associated with rolling out this revision on a nationwide basis and the designated producer will need until

October 1, 2008 to ensure a smooth transition. Additionally, this new policy contains several coverage enhancements. Accordingly, we would like to be able to provide on a nationwide basis that all renewals after such date will receive the new policy. The only way to accomplish this is to set a date far enough in the future to accommodate the approval times of the various states.

State Filing Numbers for Prior Psychologists Professional Liability Filings and Effective Date

State	Form Filing ACE-xx-04-PR-086-F (xx=state code)	Rate Rule ACE-xx-04-PR-086-R
AK	58408 05-19-04	58409 05-03-04
AL	04-26-04	04-26-04
AR	06-24-04	06-24-04
AZ	05-18-04	05-18-04
CA		04-3292 deemer date 07-06-04
CO	117408 07-15-04	117409 07-15-04
CT	06-17-04	06-17-04
DC	04-19-04	04-22-04
DE		
FL	FCC 04-0500	FCC 04-04792
GA		
HI	102991 06-22-04	
IA	04-21-04	06-01-04
ID	05-13-04	
IL		
IN	Deemed 07-19-04	
KS	FC-PL-04-330745 07-14-04	
KY		
LA	2041911 06-15-04	
MA	88967 06-25-04	55980 06-25-04
MD	04-27-04	06-01-04
ME	06-01-04	06-01-04
MI		
MN	07-15-04	07-15-04
MO	05-11-04	05-11-04
MS		
MT	05-04-04	07-07-04
NC	PC 071661 08-01-04	PC 071660
ND	No number 04-22-04	
NE	04-1000	
NH	22667-PLL-4-14-04 10-01-04	
NJ	Acknowledged CI 04-119.	
NM	6910 06-19-04	
NV	87646 05-24-04	
NY		
OH	PCD# 152412 07-16-04	
OK		
OR	No number 04-26-04	
PA	A78668001	A78806001
RI		
SC	No number 04-30-04	
SD	No number 05-03-04	
TN	06-24-04	
TX		
UT	No number 04-19-04	
VA		
VT		
WA	06-01-04	06-01-04
WI	110522 06-26-04	109774 04-26-04
WV	40420009 06-23-04	
WY		



ACE American Insurance
Company

Psychologists' Professional Liability Policy (Claims Made)

This is a summary of the changes made to the Professional Liability Policy (Claims Made). This document is being provided solely for the ease of the filing reviewer. No coverage is provided by this summary nor can it be construed to replace any provisions of the Policy. Please read the policy and review the Declarations page for complete information on the coverage provided. If there is any conflict between the policy and this summary, **the provisions of the policy shall prevail.**

1. **Overall Changes** – The overall policy has been revised to provide simple and clear statements of coverage. We have also incorporated the provisions of the Federal Risk Retention Act Amendatory endorsement, the Psychologist Liability Extension Endorsement - Claims Made Coverage and the Wrongful Employment Practices Claims Made Coverage Endorsement in to the revised policy. Additionally, the terms and conditions of the policy have been amended to provide consistent coverage (where applicable and appropriate) for all members of the Psychologist's Purchasing Group Association across all policies.
2. **Insuring Agreement**
The insuring agreement was revised to create a simple concise statement of coverage.
3. **Defense and Settlement**
The consent to settlement provision was revised to provide that the Company needs the written consent of the named insured to settle on behalf of any insured (not just settlement on behalf of the named insured).
4. **Persons Insured**
 - Clarified that former partners, owners, officers, directors, trustees or stockholders of the named insured only remain insured(s) under the policy for:
 - (a) psychological or other associated professional services performed while a partner, owner, officer, director, trustee or stockholder of the named insured; or
 - (b) for their vicarious liability associated with the named insured.
5. **Limit(s) of Liability**
 - a. A separate aggregate limit of liability applies to: (i) each insured that is a psychologist or practitioner who is either the named insured or who provides psychological or other associated professional services on behalf of the named insured; and (ii) any entity designated as the named insured in the Declarations (all entities share a single limit of liability). All other insureds share in the limit of liability with the named insured in the Declarations.
 - b. Clarified that neither the automatic extended reporting period nor any extended reporting period option shall increase the limits of liability.
6. **Supplementary Payments**
All supplementary payment reimbursement amounts are now set forth in the Declarations.
 - a. *Licensing Board Defense Reimbursement*
 - While notices of investigations or proceedings still have to be received by the insured during the policy period, the insured can report such notices up to 60 days after the expiration of the policy period.
 - The insured may now also report notices of investigations or proceedings first received during any extended reporting period as long as the occurrence giving rise to the investigation or proceeding took place on or after the retroactive date and prior to the end of the policy period.
 - The insured can now also report such notices to the Company's authorized agent.
 - b. *Other Governmental Regulatory Body Defense Reimbursement – This is a new coverage!*

This supplemental coverage reimburses the insured for attorneys fees, expenses or fees incurred in the investigation or defense of a proceeding before the United States Department of Health and Human Resources (HHS), its designee or any state, for either alleged HIPAA Privacy Rule violations or Medicare and Medicaid payment investigations. The trigger for coverage is similar to that of the Licensing Board Defense Reimbursement coverage. Please refer to the policy for actual terms and conditions.

c. *Premises Medical Payments*

This reimbursement coverage has been revised to provide that the accident must have occurred during the policy period.

d. *Assault and/or Battery Reimbursement*

- Clarified the intent that the bodily injury or property damage must be caused by an assault and/or battery by or at the direction of another person who is not an insured under the policy.
- Clarified coverage trigger. **Assaults must now occur during the policy period.**
- **ANY ASSAULTS THAT HAVE NOT BEEN REPORTED TO THE COMPANY, SHOULD BE REPORTED PRIOR TO THE EXPIRATION OF THE CURRENT POLICY. THE CURRENT POLICY WILL BE ENDORSED TO PROVIDE AN ADDITIONAL 90 DAYS FROM THE EXPIRATION OF THE POLICY TO REPORT ANY ASSAULTS AND/OR BATTERIES THAT HAVE OCCURRED.**

e. *Wrongful Employment Practices*

- An exclusion has been added for wrongful employment practice claims that are based upon or arise from improper payroll deductions, or claims of unpaid wages or overtime pay.
- Several exclusions were deleted from this section because duplicate or similar exclusions are contained in the Exclusions section of the policy.

f. *Deposition Expense – This is a new coverage!*

This coverage reimburses the insured, up to the reimbursement limit, for reasonable expenses incurred for fees charged by an attorney representing the insured for a deposition that the insured has been subpoenaed to testify or to provide documents.

7. Exclusions

- Exclusion C* has been divided into two exclusions. The exclusion was also revised to clarify the intent that any bodily injury to the spouse, domestic partner, child, parent or sibling of such employee as a consequence of the bodily injury to the employee is also excluded.
- Exclusion D* (in the new form will be exclusion E) – The exclusion shall not apply to any insured who did not participate or acquiesce to any fraudulent, criminal, malicious, or materially dishonest acts or materially dishonest omissions.
- Exclusion F* (in the new form will be exclusion G) – The term physical injury is now defined.
- Exclusion J* was combined with exclusion I (in the new form this will be exclusion J).
- Exclusion K* – A new exception to the exclusion was added. The insured versus insured exclusion does not apply to claims based upon or arising out of psychological or other associated professional services rendered by one insured to another insured or to any claims based upon or arising out of any obligation of one insured to supervise another insured in the provision of psychological or other associated professional services.

- f. *Exclusion P* - The employment practices exclusion was revised so that it applies to any person employed by, had been employed by or seeking employment of any insured rather than the named insured. However, the exclusion will not apply to the extent any coverage is expressly granted under Section V, Supplementary Payments E, Wrongful Employment Practices or Section VII, Definitions, Incident, E.
- g. *Exclusion R* was added, however, the provisions of such exclusion were previously stated in the Federal Risk Retention Nationwide Amendatory Endorsement which applied to all policies.

8. Definitions

- a. *Definitions for the following terms have been added to the policy to clarify coverage* – Application, Battery, Company, Extended Reporting Period, Physical Injury, Practitioner, Primary Named Insured, Retroactive Date and Wrongful Employment Practice Claim.
- b. *Advertising Injury* – The definition has been broadened to include the following injuries, trade dress and the use of another’s advertising idea.
- c. *Claim* – The definition of claim has been simplified due to the revisions made in the insuring agreement and the definition of incident.
- d. *Incident* – The definition of incident has been revised in order to simplify the insuring agreement and the definition of claim.
 - The new definition includes any act, error or omission in the rendering or failure to render other associated professional services (associated to psychological professional services) by an insured.
 - The new definition includes offenses that results in advertising injury in the course of the insured’s advertising activities for psychological or other associated professional services or an offense that results in personal injury from the practice of a psychologist or practitioner.
 - For insureds who qualify and who provide services as a researcher, consultant, teacher, faculty member, librarian, administrator, colleague or member of an instructional staff, the definition of incident had been revised to include any act, error or omission in enforcing school standards, teaching, grading, evaluating advising or supervising students and any act, error or omission in the authorship of research, journal articles, or other educational materials.
- e. *Named Insured* – The definition of named insured has been revised to add that coverage shall not apply to any newly acquired or formed entity if such entity knew of a claim or incident that might be expected to be the basis of such claim prior to the date such entity was acquired or formed.
- f. *Personal Injury* – The definition of personal injury was expanded to include abuse of process.

9. Conditions

- a. *When A Claim Is To Be Considered First Made*
 - This has been revised to clarify the intent that a claim is made when the insured (not the Company, as the current policy states) first receives written notice of the claim.
 - Also the insured may now report claims and circumstances that may result in a claim to the Company’s authorized agent.
- b. *Assistance and Cooperation Clause*
 - Divided into two clauses: Assistance and Cooperation and Duties in the Event of a Claim or Incident.
 - Coverage was broadened in two ways: (i) claims can now be reported to an authorized agent of the Company; and (ii) the insured may now report a claim that was made during the policy period for an additional 60 days from the expiration of the policy period.
- c. *Other Insurance*

The last paragraph of this provision has been deleted in its entirety.

- d. *Automatic Extended Reporting Period (This provision may be revised by state amendatory to comply with state law.)*

The Automatic Extended Reporting Period will not be provided if:

- a. the company cancels for non-payment of premium;
- b. the insurance is replaced with the same or similar insurance, whether or not the limits or deductibles are identical to those provided by this policy; (The current policy provides that this insurance shall be excess over such other insurance.)
- c. an extended reporting period is provided under any other condition of the policy.

- e. *Extended Reporting Period Option (This provision may be revised by state amendatory to comply with state law.)*

The extended reporting period option may now be elected by the named insured or any insured who is a psychologist or practitioner where his or her affiliation with the has terminated or where the named insured does not elect to purchase and extended reporting period option.

The extended reporting period also applies to notices of investigation or proceedings (described in Section V, Supplementary Payments, B. Governmental Regulatory Body Defense) that are first received during the extended reporting period for violations or occurrences that occurred after the retroactive date but prior to the effective date of the cancellation or non-renewal.

- f. *Condition R has been added.* This provides that the policy cannot and does not apply to the extent that any trade or economic sanction or other law or regulation prohibit the Company from providing insurance or paying claims.
- g. *Declarations and Application*
The primary named insured (not the named insured) now agrees on behalf of all named insureds.
- h. *Liberalization Clause*
This clause has been modified to accommodate the various filing approval times of each state's department of insurance.



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Psychologists Professional Liability Policy (Occurrence)

This is a summary of the changes made to the Professional Liability Policy. This document is being provided solely for the ease of the filing reviewer. No coverage is provided by this summary nor can it be construed to replace any provisions of the Policy. Please read the policy and review the Declarations page for complete information on the coverage provided. If there is any conflict between the policy and this summary, **the provisions of the policy shall prevail.**

1. **Overall Changes** – The overall policy has been revised to provide simple and clear statements of coverage. We have also incorporated the provisions of the Federal Risk Retention Act Amendatory endorsement, the Psychologist Liability Extension Endorsement - Occurrence Coverage and the Wrongful Employment Practices Claims Made Coverage Endorsement into the revised policy. Additionally, the terms and conditions of the policy have been amended to provide consistent coverage (where applicable and appropriate) for all members of the Psychologist's Purchasing Group Association across all policies.
2. **Insuring Agreement**
 - The insuring agreement was revised to create a simple concise statement of coverage.
 - Coverage B, General Liability, is no longer offered for purchase. However, the definition of incident has been revised to include premises operations liability, personal injury and advertising injury coverage on a limited basis.
3. **Defense and Settlement**

The consent to settlement provision was revised to provide that the Company needs the written consent of the named insured to settle on behalf of any insured (not just settlement on behalf of the named insured).
4. **Persons Insured**

Paragraphs B and C have been combined.
5. **Limit(s) of Liability**

A separate aggregate limit of liability applies to: (i) each insured that is a psychologist or practitioner who is either the named insured or who provides psychological or other associated professional services on behalf of the named insured; and (ii) any entity designated as the named insured in the Declarations (all entities share a single limit of liability). All other insureds share in the limit of liability with the named insured in the Declarations.
6. **Supplementary Payments**

All supplementary payment reimbursement amounts are now set forth in the Declarations.

 - a. *Licensing Board Defense Reimbursement*
 - While notices of investigations or proceedings still have to be received by the insured during the policy period, the insured can report such notices up to 60 days after the expiration of the policy period.
 - The insured may now also report notices of investigations or proceedings first received after the policy period as long as the occurrence giving rise to the investigation or proceeding took place during the policy period and there is no other valid insurance coverage available for such defense costs. Such notices must be reported to the Company within 90 days of receipt.
 - The insured can also now report such notices to the Company's authorized agent.
 - b. *Other Governmental Regulatory Body Defense Reimbursement – This is a new coverage.*

This supplemental coverage reimburses the insured for attorneys fees, expenses or fees incurred in the investigation or defense of a proceeding before the United States Department of Health and Human Resources (HHS), its designee or any state, for either alleged HIPAA Privacy Rule violations or

Medicare and Medicaid payment investigations. The trigger for coverage is similar to that of the Licensing Board Defense Reimbursement coverage. Please refer to the policy for actual terms and conditions.

c. *Premises Medical Payments*

This reimbursement coverage has been revised to provide that the accident must have occurred during the policy period.

d. *Assault and/or Battery Reimbursement*

- Clarified the intent that the bodily injury or property damage must be caused by an assault and/or battery by or at the direction of another person who is not an insured under the policy.
- Clarified coverage trigger. **Assaults must now occur during the policy period.**
- **ANY ASSAULTS THAT HAVE NOT BEEN REPORTED TO THE COMPANY SHOULD BE REPORTED PRIOR TO THE EXPIRATION OF THE CURRENT POLICY. THE CURRENT POLICY WILL BE ENDORSED TO PROVIDE AN ADDITIONAL 90 DAYS FROM THE EXPIRATION OF THE POLICY TO REPORT ANY ASSAULTS AND/OR BATTERIES THAT HAVE OCCURRED.**

e. *Wrongful Employment Practices*

- This coverage is provided on a claims made and reported basis.
- An exclusion has been added for wrongful employment practice claims that are based upon or arise from improper payroll deductions, or claims of unpaid wages or overtime pay.
- Several exclusions were deleted from this section because duplicate or similar exclusions are contained in the Exclusions section of the policy.

f. *Deposition Expense – This is a new coverage.*

This coverage reimburses the insured, up to the reimbursement limit, for reasonable expenses incurred for fees charged by an attorney representing the insured for a deposition that the insured has been subpoenaed to testify or to provide documents.

7. Exclusions

- a. The following exclusions have been deleted from the policy: Exclusions numbered 3, 4, 6, 8, 12, 13, 14, 15, 19, 20, 23, 24 and 25.
- b. Exclusions #1 and #2 have been combined to form under the new policy Exclusion J.
- c. Exclusion 5 (now exclusion J in the new policy) A new exception to the exclusion was added. The insured versus insured exclusion does not apply to claims based upon or arising out of psychological or other associated professional services rendered by one insured to another insured or to any claims based upon or arising out of any obligation of one insured to supervise another insured in the provision of psychological or other associated professional services.
- d. Exclusion 7 has been divided into two exclusions, exclusions C and D in the new policy. The exclusion was also revised to clarify the intent that any bodily injury to the spouse, domestic partner, child, parent or sibling of such employee as a consequence of the bodily injury to the employee is also excluded.
- e. Exclusion 9 (in the new form will be exclusion E). The exclusion shall not apply to any insured who did not participate or acquiesce to any fraudulent, criminal, malicious, or materially dishonest acts or materially dishonest omissions.
- f. Exclusion 10 is now Exclusion L in the new policy.

- g. Exclusion 11 is now Exclusion G in the new policy. The term physical injury is now defined.
- h. Exclusion 16 is now Exclusion I in the new policy.
- i. Exclusion 17 is now Exclusion H in the new policy.
- j. Exclusion 18 is now Exclusion M in the new policy.
- k. Exclusion 21 is now Exclusion A in the new policy.
- l. Exclusion 22 is now Exclusion B in the new policy.
- m. Exclusion 26 is now Exclusion F in the new policy.
- n. Exclusion 27 is now Exclusion N in the new policy. This exclusion has been amended by deleting exception b to the exclusion, related to incidental contracts. Such carve out is no longer applicable.
- o. Exclusion 28 is now Exclusion O in the new policy.
- p. Exclusion 29 is now Exclusion P in the new policy. The employment practices exclusion was revised so that it applies to any person employed by, had been employed by or seeking employment of any insured rather than the named insured. However, the exclusion will not apply to the extent any coverage is expressly granted under Section V, Supplementary Payments E, Wrongful Employment Practices or Section VII, Definitions, Incident, E.
- q. Exclusion Q was added to the policy.

8. Definitions

- a. *Definitions for the following terms have been added to the policy to clarify coverage* – Application, Battery, Company, Physical Injury, Practitioner, Primary Named Insured, and Wrongful Employment Practice Claim.
- b. *The following Definitions have been deleted from the policy.* – Automobile, Collapse Hazard, Completed Operations Hazards, Explosion Hazard, Accidental Contract, Mobile Equipment, Named Insured's Products, Occurrence, Product's Hazard, Suit, and Underground Property Damage Hazard.
- c. *Advertising Injury* – the definition has been broadened to include the following injuries, trade dress and the use of another's advertising idea.
- d. *Claim* – The definition of claim has been simplified due to the revisions made in the insuring agreement and the definition of incident.
- e. *Incident* – The definition of incident has been revised in order to simplify the insuring agreement and the definition of claim. Additionally, due to the deletion of Insuring Agreement – Coverage B, General Liability, the definition of incident has been revised to provide on, a limited basis, coverage for premises operations liability, personal injury and advertising injury.
 - The new definition includes any act, error or omission in the rendering or failure to render other associated professional services (associated to psychological professional services) by an insured.
 - The new definition includes offenses that result in advertising injury in the course of the insured's advertising activities for psychological or other associated professional services or an offense that results in personal injury from the practice of a psychologist or practitioner.
 - The new definition also includes any act, error or omission in the retention, destruction or release of a client's records that were created during the policy period provided there is no other coverage. Such coverage is limited.
 - For insureds who qualify and who provide services as a researcher, consultant, teacher, faculty member, librarian, administrator, colleague or member of an instructional staff, the definition of

incident had been revised to include any act, error or omission in enforcing school standards, teaching, grading, evaluating advising or supervising students and any act, error or omission in the authorship of research, journal articles, or other educational materials.

- f. *Named Insured* – The definition of named insured has been revised to add that coverage shall not apply to any newly acquired or formed entity if such entity knew of a claim or incident that might be expected to be the basis of such claim prior to the date such entity was acquired or formed.
- g. *Personal Injury* – The definition of personal injury was expanded to include abuse of process.

9. **Conditions**

a. *Assistance and Cooperation Clause*

- Divided into two clauses: Assistance and Cooperation and Duties of the Insured in the Event of a Claim or Incident.
- Claims can now be reported to an authorized agent of the Company.

b. *Other Insurance*

The last paragraph of this provision has been deleted in its entirety.

- c. *Condition R has been added.* This provides that the policy cannot and does not apply to the extent that any trade or economic sanction or other law or regulation prohibit the Company from providing insurance or paying claims.

d. *Declarations and Application*

The primary named insured (not the named insured) now agrees on behalf of all named insureds.

e. *Liberalization Clause*

This clause has been modified to accommodate the various filing approval times of each state's department of insurance.



Psychology Student Liability Policy (Occurrence)

This is a summary of the changes made to the Psychology Student Liability Policy. This document is being provided solely for the ease of the filing reviewer. No coverage is provided by this summary nor can it be construed to replace any provisions of the Policy. Please read the policy and review the Declarations page for complete information on the coverage provided. If there is any conflict between the policy and this summary, **the provisions of the policy shall prevail.**

1. **Overall Changes** – The overall policy has been revised to provide simple and clear statements of coverage. We have also incorporated the provisions of the Federal Risk Retention Act Amendatory endorsement. Additionally, the terms and conditions of the policy have been amended to provide consistent coverage (where applicable and appropriate) for all members of the Psychologist's Purchasing Group Association across all policies.
2. **Insuring Agreement**
 - The insuring agreement was revised to create a simple concise statement of coverage.
 - Coverage B, General Liability, is no longer offered for purchase. However, the definition of incident has been revised to include premises operations liability, personal injury and advertising injury coverage on a limited basis.
 - Medical Payments has been moved to the Supplementary Payments section.
3. **Limit(s) of Liability**
 - Single aggregate limit of liability.
 - Reference to supplemental liability was removed since it is no longer applicable.
 - The medical payments limit is now handled in the Supplementary Payments section of the policy.
4. **Supplementary Payments**

All supplementary payment reimbursement amounts are now set forth in the Declarations.

 - a. *Disciplinary Board Defense Reimbursement*
 - While notices of investigations or proceedings still have to be received by the insured during the policy period, the insured can report such notices up to 60 days after the expiration of the policy period.
 - The insured can also now report such notices to the Company's authorized agent.
 - b. *Premises Medical Payments*

This reimbursement coverage has been revised to provide that the accident must have occurred during the policy period.
 - c. *Assault and/or Battery Reimbursement*
 - Clarified the intent that the bodily injury or property damage must be caused by an assault and/or battery.
 - Clarified coverage trigger. **Assaults must now occur during the policy period.**
 - **ANY ASSAULTS THAT HAVE NOT BEEN REPORTED TO THE COMPANY SHOULD BE REPORTED PRIOR TO THE EXPIRATION OF THE CURRENT POLICY. THE CURRENT POLICY WILL BE ENDORSED TO PROVIDE AN ADDITIONAL 90 DAYS FROM THE EXPIRATION OF THE POLICY TO REPORT ANY ASSAULTS AND/OR BATTERIES THAT HAVE OCCURRED.**
5. **Exclusions**
 - a. The following exclusions have been deleted from the policy: Exclusions B, I, K and M.

- b. The following exclusions have been added to the new policy excluding:
- Damages arising out of infringement of copyright or plagiarism;
 - Claims based upon or arising out of restraint of trade, price fixing or violation of any anti-trust law; and
 - Claims based upon or arising out of the valuation of assets or investment planning.
- c. Exclusion A is now H under the new policy.
d. Exclusion B is now G under the new policy.
e. Exclusion C is now A under the new policy.
f. Exclusion D now has an exception to the exclusion for malicious prosecution.
g. Exclusion E is now J under the new policy.
h. Exclusion F is now E under the new policy and the term physical injury is now defined.
i. Exclusion G is now L under the new policy. Provision #1 has been deleted. Additionally the last paragraph has been added, which provides that if the insured elects to appeal a judgment and such appeal results in a reversal of liability, the Company shall reimburse the insured for the claims expenses incurred in such appeal.
j. Exclusion H is now O under the new policy.
k. Exclusion J is now C under the new policy.
l. Exclusion K is now F under the new policy.

6. Definitions

- a. *Definitions for the following terms have been added to the policy to clarify coverage – Application, Battery, Company, Physical Injury, and Psychology Student.*
- b. *The following Definitions have been deleted from the policy. – Occurrence and Suit.*
- c. *Claim* – The definition of claim has been simplified due to the revisions made in the insuring agreement and the definition of incident.
- d. *Incident* – The definition of incident has been completely revised in order to adequately reflect the liability exposure of psychology students. Additionally, due to the deletion of the supplemental liability coverage, the definition of incident was revised to provide limited premise operations liability coverage and personal injury liability coverage.
- e. *Personal Injury* – The definition of personal injury was revised to include abuse of process.

7. Conditions

- a. *Assistance and Cooperation Clause*
- Divided into two clauses: Assistance and Cooperation and Duties of the Insured in the Event of a Claim or Incident.
 - Claims can now be reported to an authorized agent of the Company.
- b. *Other Insurance*
The last paragraph of this provision has been deleted in its entirety.
- c. *Condition O has been added.* This provides that the policy cannot and does not apply to the extent that any trade or economic sanction or other law or regulation prohibit the Company from providing insurance or paying claims.
- d. *Liberalization Clause* -This clause has been added.



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Research or Academic Psychologist's Professional Liability Policy (Claims Made)

This is a summary of the changes made to the Research or Academic Psychologist's Professional Liability Policy (Claims Made). This document is being provided solely for the ease of the filing reviewer. No coverage is provided by this summary nor can it be construed to replace any provisions of the Policy. Please read the policy and review the Declarations page for complete information on the coverage provided. If there is any conflict between the policy and this summary, **the provisions of the policy shall prevail.**

1. **Overall Changes** – The overall policy has been revised to provide simple and clear statements of coverage. We have also incorporated the provisions of the Federal Risk Retention Act Amendatory endorsement and the Psychologist Liability Extension Endorsement - Claims Made Coverage in to the revised policy. Additionally, the terms and conditions of the policy have been amended to provide consistent coverage (where applicable and appropriate) for all members of the Psychologist's Purchasing Group Association across all policies.
2. **Insuring Agreement**
The insuring agreement was revised to create a simple concise statement of coverage.
3. **Defense and Settlement**
The consent to settlement provision was revised to provide that the Company needs the written consent of the named insured to settle on behalf of any insured (not just settlement on behalf of the named insured).
4. **Persons Insured**
 - a. Combined items A, B, C, and D to form A in the new policy.
 - b. Deleted Items E and H since such items are not applicable
5. **Limit(s) of Liability**
 - a. The policy now provides a single aggregate limit of liability.
 - b. Clarified that neither the automatic extended reporting period nor any extended reporting period option shall increase the limits of liability
6. **Supplementary Payments**
All supplementary payment reimbursement amounts are now set forth in the Declarations.
 - a. *Licensing Board Defense Reimbursement*
 - While notices of investigations or proceedings still have to be received by the insured during the policy period, the insured can report such notices up to 60 days after the expiration of the policy period.
 - The insured may now also report notices of investigations or proceedings first received during any extended reporting period as long as the occurrence that gave rise to the investigation or proceeding took place on or after the retroactive date and prior to the end of the policy period.
 - The insured can now also report such notices to the Company's authorized agent.
 - b. *Other Governmental Regulatory Body Defense Reimbursement – This is a new coverage.*

This supplemental coverage reimburses the insured for attorneys fees, expenses or fees incurred in the investigation or defense of a proceeding before the United States Department of Health and Human Resources (HHS), its designee or any state, for either alleged HIPAA Privacy Rule violations or Medicare and Medicaid payment investigations. The trigger for coverage is similar to that of the Licensing Board Defense Reimbursement coverage. Please refer to the policy for the actual terms and conditions.

c. *Premises Medical Payments*

This reimbursement coverage has been revised to provide that the accident must have occurred during the policy period.

d. *Assault and/or Battery Reimbursement*

- Clarified the intent that the bodily injury or property damage must be caused by an assault and/or battery by or at the direction of another person who is not an insured under the policy.
- Clarified coverage trigger. **Assaults must now occur during the policy period.**
- **ANY ASSAULTS THAT HAVE NOT BEEN REPORTED TO THE COMPANY, SHOULD BE REPORTED PRIOR TO THE EXPIRATION OF THE CURRENT POLICY. THE CURRENT POLICY WILL BE ENDORSED TO PROVIDE AN ADDITIONAL 90 DAYS FROM THE EXPIRATION OF THE POLICY TO REPORT ANY ASSAULTS AND/OR BATTERIES THAT HAVE OCCURRED.**

7. Exclusions

- a. *Exclusion C* has been divided into two exclusions, exclusion C and D in the new policy. The exclusion was also revised to clarify the intent that any bodily injury to the spouse, domestic partner, child, parent or sibling of such employee as a consequence of the bodily injury to the employee is also excluded.
- b. *Exclusion F* (in the new form will be exclusion G) – The term physical injury is now defined.
- c. *Exclusion J* was combined with exclusion I (in the new form this will be exclusion J).
- d. *Exclusion Q* was added, however, the provisions of such exclusion were previously stated in the Federal Risk Retention Nationwide Amendatory Endorsement which applied to all policies.
- e. *Exclusion R* was added, however, this is not reduction in the insured's coverage. Under the current policy, the definition of Research or Academic Psychologist included such a provision. We have simply moved the provision to the Exclusions section of the policy.

8. Definitions

- a. *Definitions for the following terms have been added to the policy to clarify coverage* – Application, Battery, Company, Extended Reporting Period, Physical Injury and Retroactive Date.
- b. *Advertising Injury* – The definition has been revised to include the following injuries, trade dress and the use of another's advertising idea.
- c. *Claim* – The definition of claim has been simplified due to the revisions made in the insuring agreement and the definition of incident.
- d. *Incident*
 - The new definition includes offenses that result in advertising injury in the course of the Named Insured's advertising activities as a Research or Academic Psychologist.
 - The new definition also includes an offense in the performance of duties or responsibilities as a Research or Academic Psychologist that results in personal injury.
 - The definition of incident had been revised to include any act, error or omission in enforcing school standards, teaching, grading, evaluating advising or supervising students and any act, error or omission in the authorship of research, journal articles, or other educational materials.
- e. *Named Insured* – The definition of named insured was revised to remove automatic coverage for newly acquired or formed entities.
- f. *Personal Injury* – The definition of personal injury was expanded to include abuse of process.

- g. *Research or Academic Psychologist* – The definition of Research or Academic Psychologist was amended by deleting the exception to coverage (the delivery of direct psychological services to patients or the testing or assessing personnel.) This exception is now an exclusion in the new policy.

9. Conditions

a. *When A Claim Is To Be Considered First Made*

- This has been revised to clarify the intent that a claim is made when the insured (not the Company, as the current policy states) first receives written notice of the claim.
- Also the insured may now report claims and circumstances that may result in a claim to the Company's authorized agent.

b. *Assistance and Cooperation Clause*

- Divided into two clauses: Assistance and Cooperation and Duties in the Event of a Claim or Incident.
- Coverage was broadened in two ways: (i) claims can now be reported to an authorized agent of the Company; and (ii) the insured may now report a claim that was made during the policy period for an additional 60 days from the expiration of the policy period.

c. *Other Insurance*

The last paragraph of this provision has been deleted in its entirety.

d. *Automatic Extended Reporting Period (This provision may be revised by state amendatory to comply with state law.)*

The automatic extended reporting period will not be provided if:

- a. the company cancels for non-payment of premium;
- b. the insurance is replaced with the same or similar insurance, whether or not the limits or deductibles are identical to those provided by this policy; (The current policy provides that this insurance shall be excess over such other insurance.)
- c. an extended reporting period is provided under any other condition of the policy.

e. *Extended Reporting Period Option (This provision may be revised by state amendatory to comply with state law.)*

The extended reporting period also applies to notices of investigation or proceedings (described in Section V, Supplementary Payments, B. Governmental Regulatory Body Defense) that are first received during the extended reporting period for violations or occurrences that occurred after the retroactive date but prior to the effective date of the cancellation or non-renewal.

f. *Condition R has been added.* This provides that the policy cannot and does not apply to the extent that any trade or economic sanction or other law or regulation prohibit the Company from providing insurance or paying claims.

g. *Liberalization Clause*

This clause has been modified to accommodate the various filing approval times of each state's department of insurance.