Filing at a Glance

Company: National Union Fire Insurance Company of Pittsburgh, Pa.

Product Name: Dentists Liability Program 018300000750	SERFF Tr Num: AGNY-125637270	State: Arkansas
TOI: 05.0 Commercial Multi-Peril - Liability & Non-Liability	SERFF Status: Closed	State Tr Num: EFT $50
Sub-TOI: 05.0000 CMP Sub-TOI Combinations	Co Tr Num: AIC-08-MP-06	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
	Authors: Myron Harry, Teresa Mitchell-Alleyne	Disposition Date: 06/24/2008
	Date Submitted: 05/13/2008	Disposition Status: Withdrawn
Effective Date Requested (New): 06/12/2008		Effective Date (New):
Effective Date Requested (Renewal): 06/12/2008		Effective Date (Renewal):

State Filing Description:

General Information

Project Name: Dentists Liability Program	Status of Filing in Domicile: Not Filed
Project Number: AIC-08-MP-06	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 06/24/2008	
State Status Changed: 05/27/2008	Deemer Date:
Corresponding Filing Tracking Number:	

Filing Description:

National Union Fire Insurance Company of Pittsburgh, Pa. has on file with your Department its Dentist Professional Liability Program (the “Program”). The forms included in this filing are submitted to replace the forms previously submitted for this Program.

Please refer to the attached Filing Memorandum for information about this Program and blacklines to see revisions made to previous forms.

In addition to the forms included in this submission, this Program will utilize the latest version of the Insurance Services Office, Inc. (ISO) Commercial General Liability and Employment Practices Liability Coverage Form(s) and endorsements currently on file with your Department. Please refer to the attached ISO Forms Listing for a list of these forms.

Please refer to the attached Dentists Liability Forms Listing for information about the forms included in this submission.

As required, the rate plan and rating rules are being submitted separately under SERFF Tracking No. AGNY-125637271.

We wish to make this filing effective June 12, 2008, or the earliest date permitted by your Department.

Your favorable consideration and approval are respectfully requested.

Company and Contact

Filing Contact Information

Myron Harry, myron.harry@aig.com
175 Water Street - 17th Floor (212) 458-7057 [Phone]
New York, NY 10038 (212) 458-7077[FAX]

Filing Company Information

National Union Fire Insurance Company of Pittsburgh, Pa.	CoCode: 19445	State of Domicile: Pennsylvania
70 Pine Street	Group Code:	Company Type:
New York, NY 10270	Group Name:	State ID Number:
(212) 770-7000 ext. [Phone]	FEIN Number: 25-0687550	

SERFF Tracking Number:	*AGNY-125637270*	*State:*	*Arkansas*
Filing Company:	*National Union Fire Insurance Company of Pittsburgh, Pa.*	*State Tracking Number:*	*EFT $50*
Company Tracking Number:	*AIC-08-MP-06*		
TOI:	*05.0 Commercial Multi-Peril - Liability & Non-Liability*	*Sub-TOI:*	*05.0000 CMP Sub-TOI Combinations*
Product Name:	*Dentists Liability Program 018300000750*		
Project Name/Number:	*Dentists Liability Program/AIC-08-MP-06*		

Filing Fees

Fee Required?	Yes
Fee Amount:	$50.00
Retaliatory?	No
Fee Explanation:	1 Form Submission X $50 = $50.00
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
National Union Fire Insurance Company of Pittsburgh, Pa.	$50.00	05/13/2008	20298513

SERFF Tracking Number:	*AGNY-125637270*	*State:*	*Arkansas*
Filing Company:	*National Union Fire Insurance Company of Pittsburgh, Pa.*	*State Tracking Number:*	*EFT $50*
Company Tracking Number:	*AIC-08-MP-06*		
TOI:	*05.0 Commercial Multi-Peril - Liability & Non-Liability*	*Sub-TOI:*	*05.0000 CMP Sub-TOI Combinations*
Product Name:	*Dentists Liability Program 018300000750*		
Project Name/Number:	*Dentists Liability Program/AIC-08-MP-06*		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Withdrawn	Edith Roberts	06/24/2008	06/24/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	**Created By**	**Created On**	**Date Submitted**	**Responded By**	**Created On**	**Date Submitted**
Pending Industry Response	Edith Roberts	05/27/2008	05/27/2008	Myron Harry	06/16/2008	06/16/2008

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Dentists Liability Program - AIC-08-MP-06	Note To Reviewer	Myron Harry	06/16/2008	06/16/2008

Disposition

Disposition Date: 06/24/2008
Effective Date (New):
Effective Date (Renewal):
Status: Withdrawn
Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	*AGNY-125637270*	*State:*	*Arkansas*
Filing Company:	*National Union Fire Insurance Company of Pittsburgh, Pa.*	*State Tracking Number:*	*EFT $50*
Company Tracking Number:	*AIC-08-MP-06*		
TOI:	*05.0 Commercial Multi-Peril - Liability & Non-Liability*	*Sub-TOI:*	*05.0000 CMP Sub-TOI Combinations*
Product Name:	*Dentists Liability Program 018300000750*		
Project Name/Number:	*Dentists Liability Program/AIC-08-MP-06*		

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Withdrawn	Yes
Supporting Document	Arkansas Forms Listing	Withdrawn	Yes
Supporting Document	Blacklines Dentists Professional Liability Coverage Part OCC and CM	Withdrawn	Yes
Supporting Document	ISO Forms Listing	Withdrawn	Yes
Supporting Document	Arkansas Filing Memorandum	Withdrawn	Yes
Form	Dentists PL/GL /Application	Withdrawn	Yes
Form	Dentists PL/GL Renewal Application	Withdrawn	Yes
Form	Dentists Liability Declarations Page	Withdrawn	Yes
Form	Dentists Professional Liability Coverage Part OCC	Withdrawn	Yes
Form	Dentists Professional Liability Coverage Part CM	Withdrawn	Yes
Form	Oral and Maxilofacial Surgeon Application Supplement	Withdrawn	Yes
Form	Billing Errors and Omissions Coverage Endorsement	Withdrawn	Yes
Form	ERISA Fiduciary Liability Coverage part	Withdrawn	Yes
Form	Medical Waste Defense Expenses Reimbursement Coverage Part - CM	Withdrawn	Yes
Form	Medical Waste Defense Expenses Reimbursement Coverage Part - OCC	Withdrawn	Yes
Form	Other Coverage Parts Exclusion Endorsement	Withdrawn	Yes
Form	Employee Benefits Liability Endorsement - OCC	Withdrawn	Yes
Form	Hired Auto and Non Owned Auto Liability - OCC	Withdrawn	Yes
Form	Additional Insured Endorsement - Lessors of Premises & Lessors of Leased Equipment	Withdrawn	Yes
Form	Certificate of Insurance for Dental Board Exam	Withdrawn	Yes

Form	Policy Change Endorsement	Withdrawn	Yes
Form	Form Schedule	Withdrawn	Yes
Form	Schedule of Named Insureds	Withdrawn	Yes
Form	Amendment to the Schedule of Named Insureds	Withdrawn	Yes
Form	Schedule of Terminated Dentists	Withdrawn	Yes
Form	Schedule of Locations	Withdrawn	Yes
Form	Amendment to Schedule of Locations	Withdrawn	Yes
Form	Deductible Liability Endorsement	Withdrawn	Yes
Form	New Dentist Interview Coverage Endorsement - CM	Withdrawn	Yes
Form	New Dentist Interview Coverage Endorsement - OCC	Withdrawn	Yes
Form	Waiver of Insured's Consent to Settle	Withdrawn	Yes
Form	Exclusion of Specified Patients	Withdrawn	Yes
Form	Supplemental Extended Reporting Period Endorsement	Withdrawn	Yes
Form	Dental Board Examination Coverage	Withdrawn	Yes
Form	Additional Insured Endorsement	Withdrawn	Yes
Form	Military Suspension Endorsement - Occurrence	Withdrawn	Yes
Form	Military Suspension Endorsement - Claims Made	Withdrawn	Yes
Form	Disability or Leave of Absence Endorsement	Withdrawn	Yes
Form	Locum Tenems Endorsement	Withdrawn	Yes
Form	Supplementary Payments Amendment	Withdrawn	Yes
Form	Full Time Practice Endorsment	Withdrawn	Yes
Form	Part Time Practice Endorsement	Withdrawn	Yes
Form	General Anesthesia Endorsement	Withdrawn	Yes
Form	Weight Management Exclusion Endorsement	Withdrawn	Yes

Form	Billing Errors & Omissions Coverage Endorsement for Extended Reporting Period	Withdrawn	Yes
Form	Arkansas Extended Reporting Period (Claims Made)	Withdrawn	Yes
Form	Arkansas Amendatory Endorsement	Withdrawn	Yes

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	05/27/2008
Submitted Date	05/27/2008
Respond By Date	

Dear Myron Harry,

This will acknowledge receipt of the captioned filing.

With reference to Form 91899, this form does not comply with AR Code Anno. 23-79-306. With reference to A. 2., last paragraph and and A. 3., A, you may not withhold either the basic or optional extended reporting periods for cancellation/termination due to non-payment of premium. Also, if money is received in payment of the optional extended reporting period, that money must be applied to put the optional extended reporting period coverage into effect, rather than first applied to premium owed on the terminated policy period.

Also, with reference to B., the Supplemental Extended Reporting Endorsement must comply with Ark. Code. Ann. §23-79-306 (f) which states that the limit of liability must be no less than the greater of the amount of coverage remaining in the expiring policy aggregate or fifty percent (50%) of the aggregate limit at policy inception.

You will need to provide a definition of “Punitive Damages” in accordance with Ark. Code Ann.§ 23-79-307 (7)”. An acceptable definition would be, “Those damages imposed to punish a wrongdoer and to deter others from similar conduct.”

Also, you must file your rate and rule filing separately from the forms filings. We cannot accept a combination under SERFF fiings.

Also, When filing a med mal rate change, you must complete and submit electronically, the excel spreadsheet which may be found at http://www.insurance.arkansas.gov/PandC/RR23Forms/MM%20Survey%20FORM%20MMPCS.xls We must receive this before the rate/rule filing is considered complete.

Also, you must provide an impact statement in accordance with Bulletin 2-2003 and Act 649, the Civil Justice Reform Act of 2003, with any med mal rate change.

Please feel free to contact me if you have questions.
Sincerely,
Edith Roberts

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	06/16/2008
Submitted Date	06/16/2008

Dear Edith Roberts,

Comments:

Response 1

Comments: Ms. Roberts,

In response to your comment letter dated May 27, 2008, we wish to withdraw the captioned filing from further consideration, without prejudice. Please be advised that this does not preclude a resubmission at a later date.

Acknowledgement upon receipt is respectfully requested.

Myron Harry

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,

Myron Harry, Teresa Mitchell-Alleyne

SERFF Tracking Number:	*AGNY-125637270*	*State:*	*Arkansas*
Filing Company:	*National Union Fire Insurance Company of Pittsburgh, Pa.*	*State Tracking Number:*	*EFT $50*
Company Tracking Number:	*AIC-08-MP-06*		
TOI:	*05.0 Commercial Multi-Peril - Liability & Non-Liability*	*Sub-TOI:*	*05.0000 CMP Sub-TOI Combinations*
Product Name:	*Dentists Liability Program 018300000750*		
Project Name/Number:	*Dentists Liability Program/AIC-08-MP-06*		

Note To Reviewer

Created By:
Myron Harry on 06/16/2008 11:29 AM
Subject:
Dentists Liability Program - AIC-08-MP-06
Comments:
Ms. Roberts,

We wish to withdraw the captioned filing from further consideration, without prejudice. Please be advised that this does not preclude a resubmission at a later date.

Acknowledgement upon receipt is respectfully requested.

Sincerely,

Myron Harry

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Withdrawn	Dentists PL/GL /Application	98945	4/08	Application/ New Binder/Enrollment		0.00	98945 (4-08) - New Business Application-.pdf
Withdrawn	Dentists PL/GL Renewal Application	98946	4/08	Application/ New Binder/Enrollment		0.00	98946 (4-08) - Renewal Application.pdf
Withdrawn	Dentists Liability Declarations Page	98944	4/08	Declaration News/Schedule		0.00	98944 (4-08) - Dentists Declarations.pdf
Withdrawn	Dentists Professional Liability Coverage Part OCC	98947	4/08	Policy/Coverage Form	Replaced Form #: 86021 (6/04) Previous Filing #:	0.00	98947 (4-08) - PL Coverage Part OCC.pdf
Withdrawn	Dentists Professional Liability Coverage Part CM	98948	4/08	Policy/Coverage Form	Replaced Form #: 86020 (6/04) Previous Filing #:	0.00	98948 (4-08) - PL Coverage Part CM.pdf
Withdrawn	Oral and Maxilofacial Surgeon Application Supplement	98949	4/08	Application/ New Binder/Enrollment		0.00	98949 (4-08) - Oral-Maxillofacial SurgeonSuppApp.pdf
Withdrawn	Billing Errors and Omissions Coverage Endorsement	98950	4/08	Endorsement/Amendment/Conditions	New	0.00	98950 (4-08) --Billing E&O Coverage

								Endorsement.pdf
Withdrawn	ERISA Fiduciary Liability Coverage part	98951	4/08	Policy/Coverage Form	New		0.00	98951 (4-08) ERISA Fiduciary Liability Coverage Part.pdf
Withdrawn	Medical Waste Defense Expenses Reimbursement Coverage Part - CM	98952	4/08	Other	New		0.00	98952 (4-08) - Medical Waste Defense Exp Reimb Coverage Part-CM.pdf
Withdrawn	Medical Waste Defense Expenses Reimbursement Coverage Part - OCC	98953	4/08	Other	New		0.00	98953 (4-08) - Medical Waste Defense Exp Reimb Coverage Part-OCC.pdf
Withdrawn	Other Coverage Parts Exclusion Endorsement	98954	4/08	Endorsement/Amendment/Conditions	New		0.00	98954 (4-08) - Other Coverage Parts Exclusion Endt.pdf
Withdrawn	Employee Benefits Liability Endorsement - OCC	98955	4/08	Endorsement/Amendment/Conditions	New		0.00	98955 (4-08) - EBL Coverage OCC Endorsement.pdf
Withdrawn	Hired Auto and	98956	4/08	Endorseme	New		0.00	98956 (4-08)

	Non Owned Auto Liability - OCC			nt/Amendment/Conditions				- Hired and Nonowned Auto Liability OCC Endt.pdf
Withdrawn	Additional Insured Endorsement - Lessors of Premises & Lessors of Leased Equipment	98974	4/08	Endorsement/Amendment/Conditions	New		0.00	98974 (4-08) - Additional Insured Endorsement - Lessors of Premises & Lessors of Leased Equipment.pdf
Withdrawn	Certificate of Insurance for Dental Board Exam	98975	4/08	Other	New		0.00	98975 (4-08)Cert of Ins. for Dental Board Exam_.pdf
Withdrawn	Policy Change Endorsement	98976	4/08	Endorsement/Amendment/Conditions	New		0.00	98976 (4-08) - Policy Change Endt-.pdf
Withdrawn	Form Schedule	98977	4/08	Other	New		0.00	98977 (4-08) - Forms Schedule.pdf
Withdrawn	Schedule of Named Insureds	98978	4/08	Endorsement/Amendment/Conditions	New		0.00	98978 (4-08) - Schedule of Named Insureds.pdf
Withdrawn	Amendment to the Schedule of Named Insureds	98979	4/08	Endorsement/Amendment/Conditions	New		0.00	98979 (4-08) - Amendment to the Schedule of

							Named Insureds.pdf
Withdrawn	Schedule of Terminated Dentists	98980	4/08	Endorsement/Amendment/Conditions New		0.00	98980 (4-08) - Schedule of Terminated Dentists-.pdf
Withdrawn	Schedule of Locations	98981	4/08	Endorsement/Amendment/Conditions New		0.00	98981 (4-08) - Schedule of Locations_.pdf
Withdrawn	Amendment to Schedule of Locations	98982	4/08	Endorsement/Amendment/Conditions New		0.00	98982 (4-08) - Amendment to Schedule of Locations.pdf
Withdrawn	Deductible Liability Endorsement	98983	4/08	Endorsement/Amendment/Conditions New		0.00	98983 (4-08) - Deductible Liability Endt_.pdf
Withdrawn	New Dentist Interview Coverage Endorsement - CM	98984	4/08	Endorsement/Amendment/Conditions New		0.00	98984 (4-08) - New Dentists Interview Endt-CM.pdf
Withdrawn	New Dentist Interview Coverage Endorsement - OCC	98985	4/08	Endorsement/Amendment/Conditions New		0.00	98985 (4-08) - New Dentists Interview Endt-OCC_.pdf
Withdrawn	Waiver of Insured's	86029	4/08	Endorsement/Amendment Replaced	Replaced Form #: 86029 (6/04)	0.00	86029 (4-08) - Waiver of

	Consent to Settle			ent/Conditi ons	Previous Filing #:		Insureds Consent To Settle.pdf
Withdrawn	Exclusion of Specified Patients	86030	4/08	Endorseme nt/Amendm ent/Conditi ons	Replaced Form #: 86030 (6/04) Previous Filing #:	0.00	86030 (4-08) - Exclusion of Specified Patients.pdf
Withdrawn	Supplemental Extended Reporting Period Endorsement	86034	4/08	Endorseme nt/Amendm ent/Conditi ons	Replaced Form #: 86034 (6/04) Previous Filing #:	0.00	86034 (4-08) - Supplemental ERP Endorsement.pdf
Withdrawn	Dental Board Examination Coverage	83036	4/08	Endorseme nt/Amendm ent/Conditi ons	Replaced Form #: 83036 (6/04) Previous Filing #:	0.00	83036 (4-08) - Dental Board Exam Endt-OCC.pdf
Withdrawn	Additional Insured Endorsement	86037	4/08	Endorseme nt/Amendm ent/Conditi ons	Replaced Form #: 86037 (6/04) Previous Filing #:	0.00	86037 (4-08) - Additional Insured Endorsement .pdf
Withdrawn	Military Suspension Endorsement - Occurrence	86038	4/08	Endorseme nt/Amendm ent/Conditi ons	Replaced Form #: 86038 (6/04) Previous Filing #:	0.00	86038 (4-08) - Military Suspension Endorsement-OCC_.pdf
Withdrawn	Military Suspension Endorsement - Claims Made	86039	4/08	Endorseme nt/Amendm ent/Conditi ons	Replaced Form #: 86039 (6/04) Previous Filing #:	0.00	86039 (4-08) - Military Suspension Endorsement-CM_.pdf
Withdrawn	Disability or Leave of Absence	86040	4/08	Endorseme nt/Amendm ent/Conditi	Replaced Form #: 86040 (6/04) Previous Filing #:	0.00	86040 (4-08) - Disability or LOA

	Endorsement			ons			Endorsement_.pdf
Withdrawn	Locum Tenems Endorsement	86041	4/08	Endorsement/Amendment/Conditions Replaced	Replaced Form #: 86041 (6/04) Previous Filing #:	0.00	86041 (4-08) - Locum Tenens Endorsement_.pdf
Withdrawn	Supplementary Payments Amendment	86044	4/08	Endorsement/Amendment/Conditions Replaced	Replaced Form #: 86044 (6/04) Previous Filing #:	0.00	86044 (4-08) - Supplementary Payments Amendment_.pdf
Withdrawn	Full Time Practice Endorsment	99203	5/08	Endorsement/Amendment/Conditions New		0.00	99203 (5-08) - Full Time Practice Endorsement.pdf
Withdrawn	Part Time Practice Endorsement	99204	5/08	Endorsement/Amendment/Conditions New		0.00	99204 (5-08) - Part Time Practice Endorsement.pdf
Withdrawn	General Anesthesia Endorsement	99205	5/08	Endorsement/Amendment/Conditions New		0.00	99205 (5-08) - General Anesthesia Endorsement.pdf
Withdrawn	Weight Management Exclusion Endorsement	99206	5/08	Endorsement/Amendment/Conditions New		0.00	99206 (5-08) - Weight Management Exclusion Endorsement.pdf
Withdrawn	Billing Errors &	99207	5/08	Endorsement New		0.00	99207 (5-08)

	Omissions Coverage Endorsement for Extended Reporting Period			nt/Amendment/Conditions		- Billing Errors & Omissions Cov.Endorsment for ERP.pdf
Withdrawn	Arkansas Extended Reporting Period (Claims Made)	91899	4/08	Endorsement/Amendment/Conditions Replaced	Replaced Form #: 91899 (12/06) Previous Filing #:	91899 (4-08) Arkansas Extended Reporting Period (Claims Made).pdf
Withdrawn	Arkansas Amendatory Endorsement	83675	11/03	Endorsement/Amendment/Conditions New		83675 (11-03) Arkansas Amendatory Endorsement.pdf

Dentists Liability Application

National Union Fire Insurance Company of Pittsburgh, Pa.
2704 Commerce Drive, Suite B, Harrisburg, PA 17110
Administrative Offices: 70 Pine Street, New York, NY 10270
(A Capital Stock Insurance Company)

NOTICE: THERE MAY BE BOTH OCCURRENCE COVERAGES AND CLAIMS MADE COVERAGES IN THIS POLICY. CLAIMS MADE COVERAGE IS LIMITED TO LIABILITY FOR CLAIMS FIRST MADE AGAINST AN INSURED AND REPORTED IN WRITING TO US DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD, IF APPLICABLE. PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE THEREUNDER WITH YOUR INSURANCE AGENT OR BROKER

A. GENERAL INFORMATION

Please type or print. EVERY ITEM MUST BE COMPLETED. If not applicable, write N/A. If additional space is required, please provide your answers on a copy of your practice letterhead.

MEMBER #_____

DDS ___
DMD ___

1. _____
FIRST NAME **M** **LAST NAME**

2. _____
NATIONAL PROVIDER I D #

3. _____
NAME OF PRACTICE

4. _____
NAME OF PRIMARY CONTACT /FIRST & LAST

5. PRIMARY MAILING ADDRESS:

_____
STREET **CITY** **COUNTY** **STATE** **ZIP**

6. PRIMARY OFFICE LOCATION/ADDRESS:

_____
STREET **CITY** **COUNTY** **STATE** **ZIP**

7. ADDITIONAL PRACTICE LOCATION:

_____
STREET **CITY** **COUNTY** **STATE** **ZIP**

8. CONTACT INFORMATION:

a. (_____)_____
BUSINESS PHONE NUMBER

b. (_____)_____
RESIDENCE PHONE NUMBER

c. _____
E-MAIL ADDRESS

d. (_____)_____
FAX NUMBER

e. (_____)_____
CELL PHONE NUMBER

f. _____
WEB PAGE URL

B. COVERAGE INFORMATION

1. When did you start private practice? _____/_____/_____
M D Y

2. Requested Policy Effective Date: _____/_____/_____
M D Y

3. ☐ **Claims Made** Coverage OR ☐ **Occurrence** Coverage

3a. If Claims Made coverage: Please include a copy of your current Declarations Page AND provide retroactive date:_____ /_____ /_____
M D Y

4. **Coverage Options: Please check the coverage Options and Limits you desire:**

☐ **Option 1 Dental Professional Liability Only**

☐ **Option 2 Dental Professional Liability and Business Liability Coverages** including General Liability, Employee Benefits Liability, Employment Practices Liability*, Hired/Non-Owned Automobile Liability and Medical Waste Legal Expense Reimbursement (*Employment Practices Liability: $5,000 limit may be increased.) Please check with your agent for a quote.

☐ **Business Owners' and Workers Compensation coverage can also be purchased. Please send me information.**

DENTAL PROFESSIONAL LIABILITY LIMITS

☐ $100,000/$300,000 ☐ $200,000/$600,000 ☐ $500,000/$1,500,000 ☐ $1,000,000/$3,000,000

☐ $1,300,000/$3,900,000 (NY Only) ☐ $2,000,000/$6,000,000 ☐ $3,000,000/$6,000,000

☐ $4,000,000/$6,000,000 ☐ $5,000,000/$6,000,000

Please check desired limit option above

5. Current Insurer: _____ a. $_____ b. $_____
NAME OF INSURANCE COMPANY LIMITS OF LIABILITY ANNUAL PREMIUM

6. Please list all states that you practice in, your license number for each state and what percentage of time you practice there:

a. _____ b. _____ c. _____ d. _____ e. _____ f. _____
STATE LICENSE # % OF PRACTICE STATE LICENSE # % OF PRACTICE

7. Consent Waiver **(May not be available in all states):** Do you wish to waive the provision in the policy requiring us to obtain your consent in order to settle a claim against you? (Note: A premium credit may apply. Not available in all states.) ☐ Yes ☐ No

C. EDUCATION

1. Are you a General Dentist? ..... ☐ Yes ☐ No
2. If limiting your practice to a specialty, are you licensed in that specialty?..... ☐ Yes ☐ No
3. What is your specialty?
   ☐ Periodontist ☐ Prosthodontist ☐ Endodontist ☐ Pediatric Dentist ☐ Orthodontist
   ☐ Oral Pathologist ☐ Oral Surgeon ☐ Public Health Dentist ☐ Oral Radiologist
4. Are you a current member of the AGD? ..... ☐ Yes ☐ No
   a. If Yes, AGD Membership Number _____
   b. AGD Fellowship? ..... ☐ Yes ☐ No
   c. AGD Mastership? ..... ☐ Yes ☐ No
5. Are you a current member of the NDA?..... ☐ Yes ☐ No
6. Are you a member of any dental organization(s)?..... ☐ Yes ☐ No

   If "Yes" please provide the name(s) of the organization(s): _____
   _____

7. List your training and education.
   (If more space is required, use a sheet of practice letterhead).

   a. _____
   U.S. DENTAL SCHOOL/DEGREE DATE COMPLETED
   _____
   CITY STATE COUNTRY

   b. _____
   PROGRAM

   c. Are you a Foreign Dental School Graduate?..... ☐ Yes ☐ No
   _____
   NAME OF FOREIGN DENTAL SCHOOL DATE COMPLETED
   _____
   COUNTRY PROFESSIONAL DEGREE

   d. _____
   RESIDENCY LOCATION DATE COMPLETED

   e. _____
   POST GRADUATE CERTIFICATION – CV/CE LISTING

   f. _____
   SPECIALTY

   g. _____
   SPECIALTY LICENSE # (IF APPLICABLE) DATE COMPLETED

8. PLEASE ENCLOSE A CURRENT COPY OF YOUR CV IF AVAILABLE

9. Board Certification: In what area(s) if any are you Board Certified?

   _____ DATE: ____ /____ /____ ☐ N/A
   BOARD CERTIFIED M D Y

10. Drug License:
   _____
   DEA NUMBER

11. Anesthesia Permit #: _____

12. Have you completed an Advanced Education in General Dentistry (AEGD) residency program or any accredited post graduate specialty educational program in dentistry and/or anesthesia at an accredited dental or medical school in the United States?.....☐ Yes ☐ No

    If "Yes", submit a copy of your current certificate.

13. Have you completed a post graduate course in anesthesia or conscious sedation from an accredited dental or medical school or other facility accredited for such courses by a recognized accrediting agency in the health care field? .....☐ Yes ☐ No

    If "Yes", submit a copy of your current certificate.

14. Have you taken a maxi-course or clinical hands-on continuing education course(s) for implant treatment? ….....☐ Yes ☐ No

    If "Yes", submit a copy of your current certificate.

15. Have you participated in a risk management program within the last 3 years? .....☐ Yes ☐ No

    If "Yes", provide copy of certificate or course name and description.

    If "No", would you like additional risk management information? ..... ☐ Yes ☐ No

16. Please describe current training in cardiac life support and other emergency medical care. Indicate the renewal date.

    _____

    _____

    _____

    _____ DATE: ____ /____ /____
    M D Y

D. YOUR PRACTICE

1. Do you own your own practice? .....☐ Yes ☐ No
   If "Yes", please attach a copy of your practice letterhead. If no, skip to Question 2.

   a. _____
      NAME OF BUSINESS

   b. _____
      Corporate NPI Number

   c. Are you incorporated? .....☐ Yes ☐ No

      If "Yes", date of incorporation _____ /_____ /_____

   d. How many locations are in your practice?_____

   e. Is this office managed by a dental management corporation? .....☐ Yes ☐ No

   f. How many dental units does your office have? _____

   g. Do you refer overdue patient accounts to a collection agency? .....☐ Yes ☐ No

      If "Yes", how many accounts have you referred in the last year?_____

   h. Do you or your corporation employ other dentist(s)?..... .☐ Yes ☐ No

      If "Yes", how many dentists in practice?_____

      Also, if "Yes", please provide a copy of the current professional liability declarations page or Dentist's Advantage policy number for each employed dentist.

   i. Are other dentists working under a **written** contract with you and/or your corporation to provide services?.....☐ Yes ☐ No

      If "Yes", please provide a copy of the current professional liability declarations page for each dentist under contract.

   j. Are other non-employed dentists working with you or your corporation without a written contract? .....☐ Yes ☐ No

   k. Do you share, lease or own office space with another dentist? .....☐ Yes ☐ No

   l. Is your practice a partnership? .....☐ Yes ☐ No

   m. **If "Yes", please provide a copy of the current professional liability declarations page for each partner dentist**

   n. Do you employ or contract any dental auxiliary or other office staff?.....☐ Yes ☐ No

   o. **If "Yes", please provide the number of each employed:**

   p. _____ Dental Assistants _____ Dental Hygienists

   q. _____ Nurse Anesthetists _____ Lab Technicians

   r. _____ Other Office Staff

   s. Do you have a dental assistant or hygienist present when treating patients?.....☐ Yes ☐ No

2. Are you a salaried employee of another dentist?.....☐ Yes ☐ No

3. Are you providing services under contract to another dentist? .....☐ Yes ☐ No

4. Are you associated with another dentist? .....☐ Yes ☐ No

   If you answered "Yes" to any item in 2-4 above, please provide a copy of the practitioner's current professional liability declarations page.

5. Except for referrals to specialists, are you solely responsible for the treatment and follow up care for the patients you treat?....☐ Yes ☐ No

6. Do you have a physician or surgeon in your practice?.....☐ Yes ☐ No

7. Do you serve as a faculty member at a dental school?.....☐ Yes ☐ No

   a. If "Yes", how many hours per day? _____

   b. If "Yes", you may be eligible for a premium discount. Please include a letter from the school acknowledging your position.

   c. Does the school provide you with insurance?.....☐ Yes ☐ No

   d. What is the name of the School?

      _____

BASED UPON YOUR ANSWERS TO QUESTIONS 8 THROUGH 15 BELOW COMPLETION OF A SUPPLEMENTAL APPLICATION MAY BE REQUIRED.

8. Please provide the percentages (based on number of procedures) of your practice which fall into the following CDT codes (must total 100%)*:

Dental Procedure	CDT Code	%
Diagnostic	D0100 – D0999	
Preventive	D1000 – D1999	
Restorative	D2000 – D2999	
Endodontics	D3000 – D3999	
Periodontics	D4000 – D4999	
Prosthodontics (Removable)	D5000 – D5899	
Maxillofacial Prosthetics	D5900 – D5999	
Implant Services	D6000 – D6199	
Prosthodontics (Fixed)	D6200 – D6999	
Oral and Maxillofacial Surgery	D7000 – D7999	
Orthodontics	D8000 – D8999	
Adjunctive General Services	D9000 – D9999	

*If you are performing any procedures not included in the chart above, please provide details including the percentage of time spent on those activities based on the number of procedures:

_____

_____

9. Please confirm if you currently perform any of the following dental techniques or procedures:

   a. Sargenti, RC-2B, N2..... ☐ Yes ☐ No

   b. Radiation therapy ..... ☐ Yes ☐ No

   c. Laser (Excluding curing composites and whitening)... ☐ Yes ☐ No
   If "Yes" please describe the type of laser used and the procedures that are performed on a separate sheet of practice letterhead.

   d. Botox injections (other than treating facial spasms, TMJ pain dysfunction and muscular pain) ..... ☐ Yes ☐ No

   e. Derma fillers……..... ☐ Yes ☐ No

10. Do you examine your patients for oral cancer and/or use diagnostic or screening techniques for detecting oral cancer? ..... ☐ Yes ☐ No

    If "Yes", please describe the procedures you use in your practice:

    _____

    _____

11. Do you offer any services for the purpose of appearance or skin enhancement, hair removal or replacement, personal grooming or therapy or other cosmetic purposes? ..... ☐ Yes ☐ No

    If "Yes", please explain:

    _____

    _____

12. Do you render to your patients any service, treatment, advice or instruction for the purpose of weight management? ..... ☐ Yes ☐ No

    If "Yes", please explain:

    _____

    _____

13. How many complex cases do you perform each year in which the fees total more than $20,000?_____

14. Do you perform full mouth reconstructions? (affecting more than 90% of the teeth in the mouth)..... ☐ Yes ☐ No

    If "Yes", how many do you perform each year? _____

15. Please indicate below if you perform any surgical procedures. If "Yes," please estimate the percentage each surgical procedure bears to your total practice (based on numbers of procedures) on an annual basis.

Procedure	**Estimated %**
Implants…….	_____
Extractions of bony impacted, or partially bony impacted teeth……..…….	_____
Other dental cosmetic procedures (excluding biopsies, but including TMJ)…….	_____
Periodontal surgery……..…….	_____
Other surgery, including non-dental procedures……..	_____

_____
(Describe)

E. OFFICE PROCEDURES

1. Please confirm your average number of patients per week _____, and average number of practice hours per week_____.

   If you are working less than 20 hours per week you may qualify for a part-time discount. Please explain on your letterhead a.) the reason for your part-time status, and b.) who will handle emergencies when you are out of the office?

2. What is your patient mix? Adults _____ Children _____.

3. Is emergency resuscitation equipment – oxygen, AED, pulse oximeter, and a basic emergency kit available on site? ..... ☐ Yes ☐ No

   If "Yes", are all designated staff in the operatory trained in its use?..... ☐ Yes ☐ No

INFORMED CONSENT

4. What type of Informed Consent do you use? ☐ Oral ☐ Written ☐ Both ☐ None

   a. If oral, is chart noted, dated and initialed by the patient? ☐ Yes ☐ No ☐ Not applicable

   b. If Informed Consent is written, is it witnessed? ..... ☐ Yes ☐ No
   (Please provide a sample copy of your Informed Consent Form)

   c. Is Informed Consent obtained at the start of each procedure? ..... ☐ Yes ☐ No

MEDICAL HISTORY

5. Do you obtain a complete patient medical history? ..... ☐ Yes ☐ No
   (Please provide a sample copy of your Medical History Form)

6. How often do you or your staff update patient histories?..... ☐ Each Visit ☐ Occasionally ☐ No Policy
   If occasionally, what is your procedure?_____

PERIODONTICS

7. Do you examine all new patients for the presence of periodontal disease? ..... ☐ Yes ☐ No
   At every recall visit? ..... ☐ Yes ☐ No

8. Do you chart pocket depths? ..... ☐ Yes ☐ No
   If "Yes", please indicate how often_____

F. ANESTHETICS AND ANALGESIA

Please describe your use of anesthetics and types of analgesia in your practice as indicated below.
For purposes of this application, the use of nitrous oxide solely as an analgesic is not considered conscious sedation.

1. Do you use conscience sedation? ..... ☐ Yes ☐ No

2. Is oral conscious medication used? ..... ☐ Yes ☐ No

3. Is IV, IM, sub-cutaneous or other injected forms of conscious sedation used? ..... ☐ Yes ☐ No
   If "Yes", are you administering the sedation **and** performing the dental procedure?..... ☐ Yes ☐ No ☐ Not applicable

4. Are you treating patients who are under general anesthesia (deep sedation)? ..... ☐ Yes ☐ No
   If "Yes" are you administering the anesthesia **and** performing the dental procedure? ..... ☐ Yes ☐ No ☐ Not applicable

5. If you answered "Yes" to any of the questions 1 – 4 above:
   Are the procedures performed in a dental office? ..... ☐ Yes ☐ No
   If "No" please indicate location_____

6. If you answered number 5 above "Yes", please indicate below or on your letterhead (if necessary) the type of agents used for each "Yes" answer, the frequency of use and by whom (yourself, MD Anesthetist, RN Anesthetist or other) the anesthesia is administered.

AGENTS	MODALITY	FREQUENCY	ADMINISTERED BY
AGENTS	MODALITY	FREQUENCY	ADMINISTERED BY

7. Do you provide treatment to any patient who has been sedated with chloral hydrate? ..... ☐ Yes ☐ No

G. OTHER EXPOSURE INFORMATION

1. Do you own or operate a dental laboratory? ..... ☐ Yes ☐ No
   If "Yes", please estimate percentage of work applicable to your own patients_____%

2. Do you own, offer or operate any other business enterprise, either in conjunction with your practice or not? (e.g. spa services, consulting services, etc.) ..... ☐ Yes ☐ No

   If "Yes", please describe:

   _____

   _____

3. Are you currently under a contractual agreement where you have agreed to provide services to others? …….. ☐ Yes ☐ No

   Please identify parties to the contract and describe services:

   _____

   _____

   _____

4. Have you ever been denied membership or participation in any health maintenance or similar organization? ……..... ☐ Yes ☐ No

5. Are you currently under a contractual agreement to hold any other party harmless for services you perform?..... ☐ Yes ☐ No

6. Please identify any additional insureds requested to be named on the policy applied for:

   _____
   LESSOR OF LEASED PREMISES

   _____
   LESSOR OF LEASED EQUIPMENT

   _____
   OWNER OF PREDECESSOR PRACTICE

   _____

   _____

   _____
   OTHER, PLEASE EXPLAIN

H. CLAIMS AND EXPERIENCE INFORMATION

If you answer "Yes" to questions 1, 2 or 3 below, please provide on your letterhead the information requested below for each claim.

(a) Claimant's Name,
(b) Date of Alleged Error,
(c) Name of Insurer,
(d) If claim is closed, the total amount paid,
(e) If claim is pending, the claimant's demand amount and insurer's loss reserve,
(f) Description of claim including alleged error according to the claimant and your description of your treatment and extent of injury sustained.

1. Has there ever been a malpractice claim or suit filed against you or your corporation/partnership/association?..... ☐ Yes ☐ No
2. Do you know of any facts, circumstances, injuries, damages, acts, errors or omissions which may result in a malpractice claim against you, other dentists employed by you or your auxiliary staff? ..... ☐ Yes ☐ No
   If "Yes", have these been reported to a professional liability insurer? ..... ☐ Yes ☐ No
3. Have you ever utilized Peer Review in an attempt to settle a patient complaint? ..... ☐ Yes ☐ No
4. Please answer the following. For any "Yes" answers, please explain on your letterhead.
   a. Have you ever had any disciplinary action, restriction, suspension, probation or revocation of a license to practice dentistry?..... ☐ Yes ☐ No
   b. Have you ever had any disciplinary action, restriction, suspension, probation or revocation of a license to administer or prescribe drugs? ..... ☐ Yes ☐ No
   c. Have you ever had any restriction, suspension, probation or revocation of privileges in any hospital or other health care facility?..... ☐ Yes ☐ No
   d. Have you ever had any personal health problems (including alcoholism, drug addiction, mental illness or communicable disease)?..... ☐ Yes ☐ No
   e. Have you ever had complaints filed against you involving the administration of Medicare/Medicaid or patient insurance? ..... ☐ Yes ☐ No
   f. Other than traffic violations, have you ever been convicted of a crime? ..... ☐ Yes ☐ No
   g. Have you ever been declined or cancelled for any Dental Professional Liability Insurance? (**Missouri Residents: Do Not Respond**) …..... ☐ Yes ☐ No
   h. Have you ever been denied membership or participation in any health maintenance or similar organization?..... ☐ Yes ☐ No

If you are applying for Business Liability Coverage in addition to Professional Liability Coverage, please answer the following questions.

5. Have any claims been made against you in the last five years arising out of:
   a. Liability for your office premises including damages from water or fire to leased premises? ..... ☐ Yes ☐ No
   b. Liability arising out of the use of automobiles not owned by you? ..... ☐ Yes ☐ No
   c. Claims for benefits for your employees arising out of your administration of those benefits? ..... ☐ Yes ☐ No
   d. Allegations of sexual harassment, unfair discrimination or other wrongful employment practices? ..... ☐ Yes ☐ No
   e. Violation of any rule or law regulating the disposal of medical wastes? ..... ☐ Yes ☐ No

Please read the following Representations carefully and sign and date this application on Page 8. Applications can not be accepted without a valid signature.

Representations

By signing this application you, the applicant, agree with us, the Company that:

A. You have made a comprehensive internal inquiry or investigation to determine whether anyone in your organization is aware of any actual or alleged fact, circumstance, situation, act, error or omission which may reasonably be expected to result in a claim, and have divulged any and all such situations in Section H. 1 and 2 of this application; and

B. The application and attachments, and all of the statements and answers given therein are:

   1. Accurate and complete to the best of your knowledge;
   2. Representations you are making on behalf of all persons and entities proposed to be covered;
   3. A material inducement to us to provide a proposal for insurance and any policy issued by us is issued in specific reliance upon these representations; and

C. You agree to report to us in writing any material change in your operations, conditions, or answers provided in this application that may occur or be discovered after the completion date of the application and before the effective date of the policy. On receipt of such written notice, we have the right to modify or withdraw any proposal for insurance we have offered, at our sole discretion.

D. You authorize us, our agents and representatives to secure claims information from your current and previous insurance carriers.

E. The discovery of any fraud, intentional concealment, or misrepresentation of material fact will render this Policy, if issued, void at inception.

F. If this application is for Claims Made coverage, only claims first made against you and reported to us during the policy period or any applicable extended reporting period are covered, subject to the policy provisions.

NOTICE TO 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 ACT, WHICH IS A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO ARKANSAS, NEW MEXICO AND 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 AUTHORITIES

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 IN THE THIRD DEGREE.

NOTICE TO ILLINOIS APPLICANTS: THE DISCOVERY OF ANY FRAUD, INTENTIONAL CONCEALMENT, OR MISREPRESENTATION OF MATERIAL FACT IN THE POLICY WILL RENDER THIS POLICY, IF ISSUED, VOID AT INCEPTION. THE DISCOVERY OF ANY FRAUD, INTENTIONAL CONCEALMENT, OR MISREPRESENTATION OF A MATERIAL FACT DURING A CLAIM WILL RENDER THIS POLICY, IF ISSUED, CANCELLED.

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 LOUISIANA 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 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 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 (365:15-1-10, 36 §3613.1).

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 AND WASHINGTON 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.

NOTICE TO VERMONT 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 ACT, WHICH MAY BE A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

SIGNATURE

Signing of the application does not bind you or us.

Signed _____
(Applicant)

Date _____

Title _____
(must be signed by authorized officer)

Producer _____

License Number _____

Address _____

_____

PLEASE MAKE SURE THE FOLLOWING ITEMS ARE INCLUDED (as applicable):

- ☐ **A copy of your current declarations page (if new applicant)**
- ☐ **If you are currently insured, a copy of a current loss run from your current insurance carrier**
- ☐ **A copy of your CV**
- ☐ **A copy of your Practice Letterhead**
- ☐ **Certificate of Insurance or copies of declaration pages for all independent contractors and/or employee Dentists**
- ☐ **A copy of Health History Form used in your practice**
- ☐ **Copies of all Consent for treatment forms (if new applicant)**
- ☐ **Copy of your license**
- ☐ **Copy of your conscious sedation permit or license if applicable**
- ☐ **Copies of certificates for implant courses taken**
- ☐ **Copies of certificates for risk management courses taken**
- ☐ **Current letter of faculty appointment**
- ☐ **Copy of certificates for laser courses taken**
- ☐ **Copy of all correspondence, orders, and stipulations you received from Dental Board**
- ☐ **If you have a claim(s), include the supplemental claim form(s) for each claim**
- ☐ **Copies proof of coverage for Employer, Hospital, Clinic, or Dental School**

Dentists Liability Renewal Application

National Union Fire Insurance Company of Pittsburgh, Pa.
2704 Commerce Drive, Suite B, Harrisburg, PA 17110
Administrative Offices: 70 Pine Street, New York, NY 10270
(A Capital Stock Insurance Company)

NOTICE: THERE MAY BE BOTH OCCURRENCE COVERAGES AND CLAIMS MADE COVERAGES IN THIS POLICY. CLAIMS MADE COVERAGE IS LIMITED TO LIABILITY FOR CLAIMS FIRST MADE AGAINST AN INSURED AND REPORTED IN WRITING TO US DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD, IF APPLICABLE. PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE THEREUNDER WITH YOUR INSURANCE AGENT OR BROKER

Mailing Address

Phone:

Fax:

Email Address:

Practice Location(s) - Please list any new location(s).

Location 1:

Location 2:

Location 3:

Location 4:

New Location(s):

Please be sure to list all locations. If additional space is needed, please provide information on a copy of your practice letterhead.

Insured Dentist:

NSDP Member No:

Policy Number:

Policy Effective Date:

Coverage Type:

Expiring Limits of Liability:

Practice Status:

Web Page Address:

IN ORDER FOR THE RENEWAL PROCESS TO BE INITIATED, THIS RENEWAL APPLICATION MUST BE COMPLETED IN FULL AND RETURNED *PRIOR TO YOUR POLICY EXPIRATION DATE*. A DELAY IN RECEIPT OF THIS APPLICATION MAY PUT YOUR COVERAGE IN JEOPARDY.

1. Do you wish to waive the provision in the policy requiring us to obtain your consent in order to settle a claim against you (a premium reduction will apply)? (May not be available in all states.).....☐ Yes ☐ No

2. Indicate the Limits of Liability for which you are applying (if different from expiring):

   ___$500,000/$1,500,000 ___$2,000,000/$6,000,000

   ___$1,000,000/$3,000,000 ___$3,000,000/$6,000,000

   ___$1,300,000/$3,900,000 (NY only) ___$5,000,000/$6,000,000

   *Limit changes are subject to underwriting approval.

3. Have there been any material changes in your practice in the last 12 months?.....☐ Yes ☐ No
   Examples of practice changes can include, but are not limited to: incorporation of practice, addition of dentist's to practice, changes to anesthesia administration, joined or lapsed an association membership, use of contract dentists or change in practice status such as full-time to part-time. Please provide full details of any change on a copy of your letterhead. If a dentist has been added to your practice please provide a copy of their current declarations page.

4. Have any dentists joined your practice that have not been previously reported to us? .....☐ Yes ☐ No
   If "Yes", please provide proof of insurance for all these dentists.

5. Have any dentists left your practice that have been previously reported to us? …….....☐ Yes ☐ No
   If "Yes", please provide the name of the dentist and departure date.

6. Please confirm the average number of patients you see per week _____, and average number of practice hours you work per week_____.
   If you are working less than 20 hours per week you may qualify for a part-time discount. Please explain on your letterhead: a) the reason for your part-time status, and b) who will handle emergencies when you are out of the office?

7. Please provide current practice location information:

Practice Locations:	**Loc #1**	**Loc #2**	**Loc #3**	**Loc #4**
Number of practicing dentists per location:				
Number of patients you treat per week per location:				
Number of hours practiced per week per location:				
Number of Dental Assistants per location:				
Number of Dental Hygienists per location:				

Please be sure to list all locations. If additional space is needed, please provide information on a copy of your practice letterhead.

8. Do you serve as a faculty member at a dental school? ..... ☐ Yes ☐ No
   If "Yes", you may be eligible for a premium discount. Please include a letter from the school acknowledging your position.

   If "Yes", how many hours per week? _____

   Does the school provide you with insurance? ..... ☐ Yes ☐ No

   What is the name of the School? _____

9. If you have taken an accredited Risk Management Seminar within the last 12 months, please supply a copy of your certificate of completion.

10. Do you refer overdue patient accounts to a collections agency? …….……...……☐ Yes ☐ No
    If "Yes", how many accounts have you referred in the past 12 months? _____

11. Do you own, offer or operate any other service or business enterprise, either in conjunction with your practice or not? (E.g. spa services, consulting services, etc.)……☐ Yes ☐ No
    If "Yes", please provide details on a copy of your practice letterhead.

12. Do you offer any services for the purpose of appearance or skin enhancement, hair removal or replacement, personal grooming or therapy or other cosmetic purposes (including dermafillers)?.....☐ Yes ☐ No
    If "Yes", please explain on a copy of your practice letterhead.

13. Do you render to your patients any service, treatment, advice or instruction for the purpose of weight management? ……...☐ Yes ☐ No
    If "Yes", please explain on a copy of your practice letterhead.

14. If you are a specialist what is your specialty?

    ☐ Periodontist ☐ Prosthodontist ☐ Endodontist ☐ Pediatric Dentist ☐ Orthodontist
    ☐ Oral Pathologist ☐ Oral Surgeon ☐ Public Health Dentist ☐ Oral Radiologist

    I am board certified in the specialty(s) checked above……...……☐ Yes ☐ No
    My practice is comprised of more than 50% TMJ treatment, all phases…….……...……☐ Yes ☐ No

POLICY NUMBER: **DENTIST'S NAME:**

BASED UPON YOUR ANSWERS TO QUESTIONS 15 AND 16 BELOW, COMPLETION OF A SUPPLEMENTAL APPLICATION MAY BE REQUIRED.

15. Please provide the percentages of your practice which fall into the following CDT codes (must total 100%)*:

Dental Procedure	CDT Code	%
Diagnostic	D0100 – D0999	
Preventive	D1000 – D1999	
Restorative	D2000 – D2999	
Endodontics	D3000 – D3999	
Periodontics	D4000 – D4999	
Prosthodontics (Removable)	D5000 – D5899	
Maxillofacial Prosthetics	D5900 – D5999	
Implant Services	D6000 – D6199	
Prosthodontics (Fixed)	D6200 – D6999	
Oral and Maxillofacial Surgery	D7000 – D7999	
Orthodontics	D8000 – D8999	
Adjunctive General Services	D9000 – D9999	

*If you are performing any procedures not included in the chart above, please provide details including the percentage of time spent on those activities based on the number of procedures:

_____

16. Please confirm if you currently perform any of the following dental techniques or procedures:
    Sargenti, RC-2B, N2……..……...☐ Yes ☐ No
    Laser (Excluding curing composites and whitening. If "Yes" please describe the type of laser used and the procedures that are performed on a separate sheet of practice letterhead.)……..…...☐ Yes ☐ No
    Botox injections (other than treating facial spasms, TMJ pain dysfunction and muscular pain)….……☐ Yes ☐ No

17. Do you examine your patients for oral cancer and/or use diagnostic or screening techniques for detecting oral cancer? ..... ☐ Yes ☐ No

    If "Yes", please describe the procedures you use in your practice.

    _____

18. How many complex cases do you perform each year in which the fees total more than $20,000? _____

19. Do you perform full mouth reconstructions? (affecting more than 90% of the teeth in the mouth)……. ☐ Yes ☐ No
    If "Yes," how many do you perform each year?_____

20. Please indicate below if you perform any surgical procedures……..☐ Yes ☐ No
    If "Yes," please estimate the percentage each surgical procedure bears to your total practice (based on numbers of procedures) on an annual basis.

Procedure	**Estimated %**
Implants	_____
Extractions of bony impacted, or partially bony impacted teeth	_____
Other dental cosmetic procedures (excluding biopsies, but including TMJ)	_____
Periodontal Surgery	_____

Other surgery (describe):_____

_____

_____

POLICY NUMBER: **DENTIST'S NAME:**

21. What type of Informed Consent do you use? ☐ Oral ☐ Written ☐ Both ☐ None
    If oral, is chart noted, dated and initialed by the patient? ☐ Yes ☐ No ☐ Not applicable

    If Informed Consent is written, is it witnessed? ..... ☐ Yes ☐ No
    (Please provide a sample copy of your Informed Consent Form)

22. Is Informed Consent obtained at the start of each procedure? ..... ☐ Yes ☐ No

23. Do you obtain a complete patient medical history? ..... ☐ Yes ☐ No
    (Please provide a sample copy of your Medical History Form)

24. How often do you or your staff update patient histories?..... ☐ Each Visit ☐ Occasionally ☐ No Policy
    If occasionally, what is your procedure?_____

25. Do you examine all new patients for the presence of periodontal disease? ..... ☐ Yes ☐ No

    At every recall visit? ..... ☐ Yes ☐ No

26. Do you chart pocket depths? ..... ☐ Yes ☐ No

    If "Yes" please indicate how often_____

27. Please describe your use of anesthetics and types of analgesia in your practice as indicated below.
    (For purposes of this application, the use of nitrous oxide solely as an analgesic is not considered conscious sedation.)

a. Do you use conscience sedation?..... ☐ Yes ☐ No

b. Is oral conscious sedation used?..... ☐ Yes ☐ No

c. Is IV, IM, sub-cutaneous or other injected forms of conscious sedation used?..... ☐ Yes ☐ No
   If "Yes", are you administering the sedation **and** performing the dental procedure?..... ☐ Yes ☐ No ☐ Not applicable

d. Are you treating patients who are under general anesthesia (deep sedation)?..... ☐ Yes ☐ No
   If "Yes" are you administering the anesthesia **and** performing the dental procedure?..... ☐ Yes ☐ No ☐ Not applicable

e. If you answered "Yes" to any of the questions above:
   Are the procedures performed in a dental office?..... ☐ Yes ☐ No
   If "No", please indicate location_____

f. If you answered "e" above "Yes," please indicate below or on your letterhead (if necessary) the type of agents used for each "yes" answer, the frequency of use and by whom (yourself, MD Anesthetist, RN Anesthetist or other) the anesthesia is administered.

AGENTS	MODALITY	FREQUENCY	ADMINISTERED BY

AGENTS	MODALITY	FREQUENCY	ADMINISTERED BY

g. Do you provide treatment to any patient who has been sedated with chloral hydrate? ☐ Yes ☐ No

28. In the past 12 months have you:
    a. had any changes in your professional and/or narcotics/DEA license? ☐ Yes ☐ No
    b. been involved in disciplinary proceedings or reprimanded by any state or dental board? ☐ Yes ☐ No
    c. been convicted for violation of any law or ordinance other than minor traffic offenses? ☐ Yes ☐ No
    d. been treated for alcohol or drug abuse or chronic illness? ☐ Yes ☐ No
    e. had practicing privileges suspended with a hospital, an HMO or other managed care facility? ☐ Yes ☐ No

f. ever had complaints filed against you involving the administration of Medicare/Medicaid or patient insurance? .....□ Yes □ No

g. been denied membership or participation in any health maintenance or similar organization?.....□ Yes □ No

If you have answered "Yes" to any of the above questions, provide a brief narrative of the circumstances and attach a copy of any appropriate documentation regarding the incident.

29. Are you aware of any claim being brought against you, or any circumstance(s), which may result in a malpractice claim (regardless of carrier) NOT yet reported to Dentist's Advantage?..... □ Yes □ No

If "Yes" (regardless of prior carrier), provide a brief narrative of the patient's complaint, attach a copy of the lawsuit or letter received, and indicate the reserve or settlement dollar amount.

Please read the following Representations carefully and sign and date this application on Page 7.
Applications can not be accepted without a valid signature.

REPRESENTATIONS

By signing this renewal application you, the applicant, agree with us, the Company, that:

A. You have made a comprehensive internal inquiry or investigation to determine whether anyone in your organization is aware of any actual or alleged fact, circumstance, situation, act, error or omission which may reasonably be expected to result in a claim, and have divulged any and all such situations in Question 29. of this application; and

B. The renewal application and attachments, and all of the statements and answers given therein are;

1. Accurate and complete to the best of your knowledge;
2. Representations you are making on behalf of all persons and entities proposed to be covered;
3. A material inducement to us to provide a proposal for insurance and any policy issued by us is issued in specific reliance upon these representations; and

C. You agree to report to us in writing any material change in your operations, conditions, or answers provided in this application that may occur or be discovered after the completion date of the application and before the effective date of the policy. On receipt of such written notice, we have the right to modify or withdraw any proposal for insurance we have offered, at our sole discretion.

D. If this application is for Claims Made coverage, only claims first made against you and reported to us during the policy period or any applicable extended reporting period are covered, subject to the policy provisions.

NOTICE TO 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 ACT, WHICH IS A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO ARKANSAS, NEW MEXICO AND 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 AUTHORITIES

POLICY NUMBER: **DENTIST'S NAME:**

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 IN THE THIRD DEGREE.

NOTICE TO ILLINOIS APPLICANTS: THE DISCOVERY OF ANY FRAUD, INTENTIONAL CONCEALMENT, OR MISREPRESENTATION OF MATERIAL FACT IN THE POLICY WILL RENDER THIS POLICY, IF ISSUED, VOID AT INCEPTION. THE DISCOVERY OF ANY FRAUD, INTENTIONAL CONCEALMENT, OR MISREPRESENTATION OF A MATERIAL FACT DURING A CLAIM WILL RENDER THIS POLICY, IF ISSUED, CANCELLED.

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 LOUISIANA 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 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 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 (365:15-1-10, 36 §3613.1).

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 AND WASHINGTON 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.

POLICY NUMBER: **DENTIST'S NAME:**

NOTICE TO VERMONT 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 ACT, WHICH MAY BE A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

SIGNATURE

Signing of the application does not bind you or us.

Signed _____
(Applicant)

Date _____

Title _____
(must be signed by authorized officer)

Producer _____

License Number _____

Address _____

_____

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

2704 Commerce Drive, Suite B., Harrisburg, PA 17110

ADMINISTRATIVE OFFICES: 70 Pine Street, New York, NY 10270

(A Capital Stock Insurance Company)

DENTISTS LIABILITY DECLARATIONS

Various provisions in the Common Policy Conditions and Coverage Parts restrict coverage. There may be both occurrence coverages and claims made coverages in this Policy.

CLAIMS MADE COVERAGE IS LIMITED TO LIABILITY FOR CLAIMS FIRST MADE AGAINST AN INSURED AND REPORTED IN WRITING TO US DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD, IF APPLICABLE. PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE THEREUNDER WITH YOUR INSURANCE AGENT OR BROKER

Please read all Conditions and Coverage Parts carefully to determine rights, duties, and what is and what is not covered. A complete Policy includes the Declarations and the applicable Coverage Parts.

POLICY NUMBER: _____ **RENEWAL OF NUMBER:** _____

Item 1. FIRST NAMED INSURED:

Item 2. ADDRESS:

Item 3. (a) RETROACTIVE DATE – CLAIMS MADE COVERAGE PART *ONLY, IF APPLICABLE:*

PROFESSIONAL LIABILITY _____

EMPLOYMENT-RELATED PRACTICES LIABILITY _____

MEDICAL WASTE DEFENSE EXPENSES _____

BILLING ERRORS AND OMISSIONS _____

ERISA FIDUCIARY LIABILITY _____

(b) POLICY PERIOD: From: _____ To: _____

at 12:01 a.m. Standard Time at your mailing address shown above.

(c) OPTIONAL EXTENDED REPORTING PERIOD: _____

Item 4. DESCRIPTION OF OPERATIONS:

Item 5. LIMITS OF INSURANCE

(a) Professional Liability Coverage Part [Claims Made or Occurrence]		
Each Dental Incident per Individual Named Insured Dentist Limit	$	
Each Dental Incident All Other Insureds Combined Limit	$	
Individual Named Insured Dentist Aggregate Limit	$	
All Other Insureds Aggregate Limit	$	
Deductible	$	
Deductible Aggregate	$	
Each Property Damage Incident	$	500
License Protection Coverage	$	
Peer Review Committee Coverage	$	50,000
Medical Payments per Injured Patient	$	10,000
Medical Payments Aggregate Limit	$	10,000
(b) Commercial General Liability Coverage -Occurrence		
General Aggregate Limit	$	
Products-Completed Operations Aggregate Limit	$	
Personal and Advertising Injury Limit	$	
Each Occurrence Limit	$	

	Damage to Premises Rented to You Limit	$
	Medical Expense Limit	$
(c)	Hired Auto and Non-Owned Auto Liability- Occurrence	
	Bodily Injury and Property Damage Liability Combined	
	Hired Auto and Non-Owned Auto Liability Each Occurrence Limit	$
	Hired Auto and Non-Owned Auto Liability Aggregate Limit	$
(d)	Employee Benefits Liability Coverage - Occurrence	
	Each Employee Limit	$
	Aggregate Limit	$
(e)	Employment – Related Practices Liability – Claims Made	
	Each Wrongful Act	$
	Aggregate Limit	$
	Deductible	$
(f)	Medical Waste Defense Expenses Legal Reimbursement Coverage Part [Claims Made or Occurrence]	
	Each Suit Defense Expenses Limit	$
	Aggregate Defense Expenses Limit	$
(g)	Billing Error and Omissions Coverage- Claims Made	
	Each Wrongful Act	$
	Aggregate Limit	$
(h)	ERISA Fiduciary Liability Coverage Part –Claims Made	
	Each Wrongful Act	$
	Aggregate Limit	$

Item 6. PREMIUM

Premium: $_____

Taxes, Fees and/or Surcharges: $ _____

Item 7. FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION – See Forms Schedule

Item 8. PRODUCER NAME AND ADDRESS

By signing below, the President and the Secretary of the Company agree on behalf of the Insurer to all the terms of this Policy.

Elizabeth M. Tuck

Secretary

President

This Policy shall not be valid unless signed at the time of issuance by an authorized representative of the Insurer, either below or on the policy.

_____

Authorized Representative

By_____

Countersignature (In States Where Applicable)

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.
2704 Commerce Drive, Suite B., Harrisburg, PA 17110
ADMINISTRATIVE OFFICES: 70 Pine Street, New York, NY 10270
(A Capital Stock Insurance Company)

DENTISTS LIABILITY

PROFESSIONAL LIABILITY COVERAGE PART

OCCURRENCE

In consideration of the payment of the premium and in reliance on all statements made and information furnished to us in the Application, we agree to this Policy as a contract with you.

Throughout this Policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **III. WHO IS AN INSURED.**

Other words and phrases that are enclosed in quotations have special meaning. Refer to SECTION **VI. DEFINITIONS.**

I. COVERAGE AGREEMENTS

A. We will pay on behalf of the insured those sums that the insured becomes legally obligated to pay as "damages" arising out of a "dental incident" which occurs during the "policy period".

B. We have the right and duty to defend the insured against any "claim" to which this insurance applies, even if the allegations in such "claim" are groundless, false, or fraudulent. However, we have no duty to defend the insured against any "claim" to which this insurance does not apply.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Section **V. SUPPLEMENTARY PAYMENTS**.

C. We .have the right to investigate, defend, and appoint an attorney to defend any "suit" as we deem expedient. However, we will not settle any "claim" or "suit" without the consent of the designated representative of the first Named Insured. Such consent may not be unreasonably withheld.

D. The amount we will pay for "damages" is limited as described in Section **IV. LIMITS OF INSURANCE**. We will not be obligated to defend any "claim" after the Limits of Insurance have been exhausted by the payment of judgments or settlements.

E. This insurance applies to "damages" arising out of a "dental incident" that occurs anywhere in the world, provided that the "claim" is brought within the United States of America, its territories or possessions, Puerto Rico, or Canada.

II. EXCLUSIONS

This insurance does not apply:

A. To a “dental incident” which occurred prior to the inception date of this policy if an insured knew, or reasonably should have known, that the “dental incident” could result in, or had already resulted in, a “claim”.

B. To a “dental incident” arising out of any dishonest, fraudulent, criminal, or knowingly wrongful act, error, or omission committed by or at the direction of any insured.

C. To any sexual act, including without limitation sexual intimacy (even if consensual), sexual contact, sexual advances, requests for sexual favors, sexual molestation, sexual assault, sexual abuse, sexual harassment, sexual exploitation or other verbal or physical conduct of a sexual nature. However, this exclusion does not apply to**:**

1. Any specific individual insured who allegedly committed such sexual misconduct, unless it is judicially determined that the specific individual insured committed the sexual misconduct. If it is judicially determined that the specific individual insured committed the sexual misconduct we will not pay any damages**.**

2. Any other insured, unless that insured:

a. Knew or should have known about the sexual misconduct allegedly committed by the specific individual insured, but failed to prevent or stop it; or

b. Knew or should have known that the specific individual insured who allegedly committed the sexual misconduct had a prior history of such sexual misconduct.

We will defend “claims” alleging such acts until final adjudication.

As used in this exclusion, specific individual insured includes employees and authorized volunteer workers while performing duties related to the conduct of your business.

D. To the following:

1. “Bodily injury” to an employee of yours arising out of and in the course of:

a. Employment by you; or

b. While performing duties related to the conduct of your business; or

2. “Claims” or “suits” by a spouse, child, parent, grandparent, brother, or sister of that employee as a consequence of sub-paragraph **D.1.**, above.

This exclusion applies:

1. Whether you may be liable as an employer or in any other capacity; and

2. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

E. To any obligation of the insured under any workers’ compensation, unemployment compensation or disability benefits law or under any similar law.

F. To the refusal to employ, termination of employment, coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, or other practices or policies related to employment or professional privileges.

This exclusion does not apply to services by any person as a member of your formal accreditation, standards review or similar professional board or committee otherwise covered by this Policy.

G. Any liability you assume under any contract or agreement.

This exclusion does not apply to:

1. Liability that you would have in the absence of a contract or agreement;

2. Liability you assume in a written contract with:

a. A Health Maintenance Organization;

b. A Preferred Provider Organization;

c. An Independent Practice Association; or

d. Any other similar organization;

but only for such liability as is attributable to an insured's alleged negligence arising out of "professional services"; or

3. A warranty of fitness or quality of any therapeutic agents or supplies an insured has furnished or supplied in connection with treatment that has been performed.

H. To any "claim" for which any insured may be held liable as a proprietor, administrator, officer, stockholder, or member of the board of directors, trustees or governors of any hospital, sanitarium, clinic with bed and board facilities, nursing home, laboratory or other enterprise not named in the Declarations.

I. To a "dental incident" which involves the use of intravenous or intramuscular injections or "general anesthesia".

This exclusion does not apply:

1. When the intravenous or intramuscular injections or "general anesthesia" are administered by a licensed provider of anesthetic services, other than the insured; or

2. To the use of intravenous or intramuscular injections to render "conscious sedation" in emergency situations where a life threatening or potential permanent injury exists.

J. To a "dental incident" which occurs while an insured's professional license as required by law is suspended, expired, canceled, revoked, or otherwise invalid.

K. To a "dental incident" arising out of the prescribing or dispensing of any drugs, pharmaceuticals, or controlled substances:

1. By anyone without the appropriate license, registration or certification; or

2. That are not approved for use in the treatment of human beings by the United States Food and Drug Administration.

L. To a "dental incident" arising from an insured's actions while on active duty in the United States Military Service or Reserve, National Guard unit and/or Public Health Service.

M. Resulting in any "damages", in whole or in part for any of the following**:**

1. The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time;

2. Any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

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

N. To nuclear fission, nuclear fusion or radioactive contamination.

This exclusion does not apply to "professional services" arising out of the practice of Nuclear Medicine.

O. To a "dental incident" expected or intended by any insured or by any person for whose acts, errors or omissions an insured may be held liable.

P. To a "dental incident" arising out of the rendering or failure to render any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy.

III. WHO IS AN INSURED

A. If you are shown in the Declarations as:

1. An individual dentist, you and your spouse are insureds, but only with respect to the conduct of your "dental business";

2. A partnership or joint venture, you, your members and your partners and their spouses are insureds, but only with respect to the conduct of your "dental business";

3. A limited liability company, you and your members are insureds, but only with respect to the conduct of your dental business;

4. A "dental corporation" or an organization other than a partnership, joint venture, or limited liability company, you are an insured but only with respect to the conduct of your "dental business". Your executive officers, directors and shareholders are insureds, but only with respect to the conduct of your "dental business".

B. Each of the following is also an insured:

1. Your employees, other than executive officers, employed dentists, physicians, other medical doctors or nurse anesthetists, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your "dental business"; and

2. Temporary substitute dentists (locum tenens), but only for a "dental incident" which occurred while working on your behalf and then only if you have notified us and received our approval to add the locum tenens dentist by endorsement prior to the "dental incident".

3. Any licensed dental hygienist with whom you have contracted to provide dental services in connection with your dental practice, but only for acts, errors or omissions committed while acting within the course of his or her duties.

4. Any insured while providing "professional services" as a Good Samaritan away from your premises in sudden or unforeseen emergencies outside the scope of his or her patient care duties for you, provided that, no remuneration is demanded, expected or received.

No person, "dental corporation" or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

IV. LIMITS OF INSURANCE

A. Subject to **B.** below, and regardless of the number of "claims" made or "suits" brought, the most we will pay for "damages" arising out of any one "dental incident" is the Limit of Insurance stated in the Declarations. This limit shall apply separately:

a. To each individual dentist shown as a Named Insured in the Declarations as stated in Subparagraph **A.1.** of **Section III., WHO IS AN INSURED** ;and

b. To all Named Insureds and all additional insureds collectively, other than those subject to paragraph **1.**, above. This limit applies regardless of the number of insureds under the policy.

B. The most we will pay for the sum of all "damages" to which this insurance applies is the Limit of Insurance shown in the Declarations as Aggregate.

C. The Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than twelve months, starting with the beginning of the "policy period" shown in the Declarations, unless the "policy period" is extended after issuance for an additional period of less than twelve months. In that case, the additional period will be considered part of the last preceding period for purposes of determining the Limits of Insurance.

D. Subject to Paragraphs **A. B.**, and **C.** above, all "claims" arising from one "medical incident" or a series of related "medical incidents" to any one person shall be deemed to have occurred at the time of the first "medical incident" regardless of the number of claimants, or the number of insureds against whom such claims are made.

V. SUPPLEMENTARY PAYMENTS

A. We will pay, with respect to any "claim" we investigate or settle or any "suit" against an insured we defend:

1. All expenses we incur, all costs taxed against the insured in the "suit", and all interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court that part of the judgment which does not exceed the applicable Limit of Insurance.

2. The cost of appeal bonds required in any such "suit" and the cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.

3. Reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of any "claim" or "suit", including actual loss of earnings up to $500 per day for the insured's attendance at hearings or trials.

These payments will not reduce the Limits of Insurance.

B. Subject to the terms and limits listed in each paragraph below, we will provide the following coverages in addition to the Limits of Insurance:

1. Property Damage Coverage

a. We will reimburse your patient for “property damage” sustained while on your office premises for the purpose of receiving “professional services”.

b. The most we will pay under this coverage per “property damage” incident is the amount shown in the Declarations.

2. License Protection Coverage

a. We will pay for reasonable legal expenses incurred by us to defend you in a proceeding brought by a state licensing board or governmental body. The proceeding must be related to a “dental incident” otherwise covered by this insurance.

b. You must provide us with written notice of the proceeding as soon as practicable.

c. The most we will pay under this coverage is the amount shown in the Declarations.

3. Peer Review Committee Coverage

a. We will pay for reasonable legal expenses incurred by us to investigate and defend a legal action brought against you arising out of your service on a peer review committee, utilization review committee, or similar committee associated with a Health Maintenance Organization (HMO), Preferred Provider Organization (PPO), Independent Practice Association (IPA), or American Dental Association and/or its components provided that the service on the committee occurred during the “policy period”.

b. The most we will pay under this coverage is the amount shown in the Declarations.

4. Medical Payments Coverage

a. We will pay for reasonable and necessary medical expenses arising out of a "dental incident" to your patient while on your premises for the purpose of receiving "professional services".

b. We will pay up to a maximum limit per injured patient and a total for the "policy period" shown in the Declarations. We will pay reasonable expenses for:

1. First aid at the time of the "dental injury";

2. Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

3. Necessary ambulance, hospital professional nursing and funeral services.

VI. DEFINITIONS

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

B. “Claim” means a “suit” or demand made by or for the injured person for “damages” to which this insurance applies.

C. “Conscious sedation” means a minimally depressed level of consciousness that retains the patient’s ability to independently and continuously maintain an airway and respond appropriately to physical stimulation and verbal command, produced by a pharmacologic or non-pharmacologic method, or a combination thereof. For purposes of this insurance, the use of nitrous oxide/oxygen

and/or oral pre-medication, used in an accepted therapeutic dose to induce a sedative effect or to reduce anxiety, is not considered “conscious sedation”.

D. “Damages” means all the sums that the insured becomes legally obligated to pay. Damages do not include:

1. Administrative, civil or criminal penalties, fines or sanctions;

2. Payment for “professional services”, including the waiver, return, withdrawal or reduction of fees paid to the insured or payment by the insured of fees for “professional services” provided by others; or

3. Punitive or exemplary damages.

E. “Dental business” means operations or activities on premises used by you in the practice of your dental profession. “Dental business” includes operations necessary or incidental to those premises.

F. **“**Dental corporation” means a professional service corporation organized under the corporation law of your state for the purpose of performing “professional services”.

G. “Dental incident” means any act, error or omission in the rendering of or failure to render “professional services” by:

1. An insured; or

2. Any person for whose acts, errors or omissions you are held legally liable.

H. “General anesthesia” includes deep sedation and means a controlled state of depressed consciousness or unconsciousness, accompanied by partial or complete loss of protective reflexes, including inability to independently maintain an airway and respond purposefully to physical stimulation or verbal command, produced by a pharmacologic or non-pharmacologic method, or combination thereof.

I. “Policy period” means the period starting on the effective date of this policy as shown in the Declarations. This period ends on the earlier of the expiration date shown in the Declarations or on the effective date of cancellation of this policy.

J. “Pollutants” means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, lead, asbestos, acids, alkalis, chemicals, mercury and waste. Waste includes, but is not limited to, materials to be recycled, reconditioned or reclaimed, and liquid or solid material carried off with groundwater in sewers or drains;

K. “Professional services” means dental services provided to others by a person trained and qualified to perform those services pursuant to a valid and unrestricted dental, dental hygiene, or dental assisting certificate or license. Such services include service as:

1. An officer or member of any committee of the American Dental Association or any of its committees or societies;

2. An officer or member of a formal accreditation, standards review or other professional board or committee related to a professional dental society or a hospital;

3. A consultant, including a consultant to an organization which provides or administrates dental service payment plans.

4. An expert witness while giving testimony under oath.

5. The performance of or failure to perform autopsies.

"Professional Services" also include the writing of books, papers and articles on the technical aspects of a professional dentistry practice, if they are published or distributed by a recognized technical or professional publisher.

L. "Property damage" means partial or total physical injury to tangible property, including resulting loss of use of that property. "Property damage" also means loss of use of tangible property that is not physically injured. "Property damage" includes all forms of radioactive contamination of property.

M. "Suit" means a civil proceeding in which "damages" to which this insurance applies are alleged. "Suit" includes:

1. An arbitration proceeding in which such "damages" are claimed and to which the insured must submit or does submit with our consent; or

2. Any other alternative dispute resolution proceeding in which such "damages" are claimed and to which the insured submits with our consent.

VII. CONDITIONS

A. Duties In The Event Of A "Dental Incident", "Claim", Or "Suit"

1. If during the "policy period", the first Named Insured shall become aware of any "dental incident" which may reasonably be expected to give rise to a "claim" being made against any insured, the first Named Insured must notify us in writing as soon as practicable. To the extent possible, notice should include:

a. How, when, and where the "dental incident" took place;

b. The names and addresses of any injured persons and witnesses; and

c. The nature and location of any injury or damage arising out of the "dental incident".

Any "claim" arising out of such "dental incident" which is subsequently made against any insured and reported to us, shall be considered first made at the time such notice was given to us.

Receipt by us of an incident report, including but not limited to variance reports, will not be considered a claim to us.

Any observance or reporting to the first Named Insured by us of any physical condition or other circumstance as a result of inspections, audits, engineering, loss control or risk management services shall not be considered a claim to us.

2. If a "claim" or "suit" is brought against an insured arising out of a "dental incident", the first Named Insured must:

a. Immediately record the specifics of the "claim" or "suit" and the date received;

b. Provide us with written notice of the "claim" or "suit" as soon as practicable; and

c. Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the “claim” or “suit”.

3. The insured shall:

a. Cooperate with us in the investigation, settlement, or defense of the “claim” or “suit”; and

b. Assist us upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

The insured shall not admit any liability, assume any financial obligation or pay out any money without our prior consent. If the insured does so, it will be at the insureds own expense.

B. Legal Action Against Us

1. No person or entity has a right under this insurance:

a. To join us as a party or otherwise bring us into a lawsuit asking for “damages” from an insured; or

b. To sue us unless all of the policy terms have been fully complied with.

2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured, but we 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 Insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant’s legal representative.

C. Other Insurance

1. If other valid and collectible insurance is available to an insured for “damages” we cover under this insurance, then this insurance is excess over any other such insurance. When this insurance is excess over other insurance, we will have no duty to defend against any "suit" if any other insurer has a duty to defend against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the rights of the individual dentist against all those other insurers.

When this insurance is excess over other insurance, we will pay, up to the applicable limits of insurance, the amount of the loss that exceeds the sum of the total amount that all such other insurance would pay for the loss in the absence of this insurance.

If other insurance is also excess, we will share the remaining loss with that other insurance.

2. If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

D. Transfer Of Rights Of Recovery Against Others To Us (Subrogation)

If an insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring “suit” or transfer those rights to us and help us enforce them.

E. Assignment

Your rights and duties under this insurance may not be transferred. If you die or are judged incompetent, this insurance will cover your legal representative as an insured with respect to a “dental incident” covered by this insurance.

F. Representations

By accepting this policy, you agree that the statements and representations made in the application, are true and are the basis for acceptance of the risk assumed by us. In the event that any material statement or representation made in the application is untrue, this policy in its entirety will be void at inception.

G. Sole Agent

The first Named Insured shown in the Declarations will act on behalf of all insureds with respect to giving and receiving notice of cancellation, accepting any endorsement issued to form a part of this policy, and receiving return premium, if any. The first Named Insured must notify us within 30 days of any change which might affect the terms of this insurance, including a change in members, partners, officers, directors, stockholders, professional employees, or dental specialty.

H. Insolvency

Bankruptcy or insolvency of the insured or the insured’s estate will not relieve us of any of our obligations under this insurance.

I. Premium

All premiums for this policy shall be computed in accordance with our rates, rules and rating plans applicable to this insurance.

J. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this insurance to the first Named Insured, this insurance applies:

1. As if each Named Insured were the only Named Insured; and

2. Separately to each insured against whom claim is made or "suit" is brought.

K. Conformance To Statute

To the extent that this Policy conflicts with any law, statute, or regulation applicable to this Policy, this Policy shall conform to the minimum requirements of that law, statute, or regulation.

L. Omnibus Reconciliation Act

We will comply with the requirements of section 952 of the Omnibus Reconciliation Act of 1980. Upon written request, we will allow the secretary of health and human resources and the comptroller general access to the policy and necessary books, documents and records to verify the cost of the policy, to the extent required by law. Access will also be allowed to a subcontractor between us and any affiliated organization of ours and to its books, documents and records. Such access will be provided up to four years after the services furnished under this policy end.

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.
2704 Commerce Drive, Suite B., Harrisburg, PA 17110
ADMINISTRATIVE OFFICES: 70 Pine Street, New York, NY 10270
(A Capital Stock Insurance Company)

DENTISTS LIABILITY

PROFESSIONAL LIABILITY COVERAGE PART

CLAIMS MADE

THIS POLICY PROVIDES CLAIMS MADE COVERAGE. THE RETROACTIVE DATE FOR YOUR CLAIMS MADE COVERAGE IS THE FIRST EFFECTIVE DATE OF COVERAGE WITH US, UNLESS WE MUTUALLY AGREE ON A DIFFERENT DATE. THERE IS NO COVERAGE FOR INCIDENTS, OCCURRENCES OR ALLEGED WRONGFUL ACTS THAT TOOK PLACE PRIOR TO THE RETROACTIVE DATE STATED IN YOUR POLICY.

DURING THEIR INITIAL YEARS, CLAIMS MADE POLICIES GENERALLY CHARGE LOWER RATES THAN OCCURRENCE POLICIES. RATES FOR CLAIMS MADE POLICIES WILL INCREASE OVER TIME. YOU MAY SEE SUBSTANTIAL INCREASES, INDEPENDENT OF OVERALL RATE INCREASES, UNTIL THE CLAIMS MADE RELATIONSHIP REACHES MATURITY.

THIS POLICY WILL COVER ONLY CLAIMS ACTUALLY MADE AGAINST YOU, OR DENTAL INCIDENTS PROPERLY REPORTED TO US, WHILE THE POLICY REMAINS IN EFFECT. ALL COVERAGE UNDER THE POLICY CEASES UPON THE POLICY'S TERMINATION, EXCEPT FOR BASIC EXTENDED REPORTING PERIOD COVERAGE. YOU MAY ALSO PURCHASE, FOR AN ADDITIONAL CHARGE, SUPPLEMENTAL EXTENDED REPORTING PERIOD COVERAGE.

THE LENGTH OF BASIC EXTENDED REPORTING PERIOD COVERAGE IS SIXTY (60) DAYS FOR CLAIMS NOT PREVIOUSLY REPORTED TO US.

SUPPLEMENTAL EXTENDED REPORTING PERIOD COVERAGE MAY BE PURCHASED BY ENDORSEMENT FOR A PERIOD OF UNLIMITED DURATION.

In consideration of the payment of the premium and in reliance on all statements made and information furnished to us in the Application, we agree to this Policy as a contract with you.

Throughout this Policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **III. WHO IS AN INSURED**.

Other words and phrases that are enclosed in quotations have special meaning. Refer to SECTION **VI. DEFINITIONS.**

I. COVERAGE AGREEMENTS

A. We will pay on behalf of the insured those sums that the insured becomes legally obligated to pay as "damages" because of a "dental incident", provided that:

1. The "dental incident" occurs on or after the Retroactive Date shown in the Declarations and prior to the end of the "policy period" ; and

2. The “claim” for “damages” is first made against any insured, in writing, during the “policy period” or any Extended Reporting Period we provide under Section VIII. Extended Reporting Period.

B. We have the right and duty to defend the insured against any “claim” to which this insurance applies, even if the allegations in such “claim” are groundless, false, or fraudulent. However, we have no duty to defend the insured against any “claim” to which this insurance does not apply.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Section **V. SUPPLEMENTARY PAYMENTS**.

C. We have the right to investigate, defend, and appoint an attorney to defend any “suit” as we deem expedient. However, we will not settle any “claim” or “suit” without the consent of the designated representative of the first Named Insured. Such consent may not be unreasonably withheld.

D. The amount we will pay for “damages” is limited as described in Section **IV. LIMITS OF INSURANCE**. We will not be obligated to defend any “claim” after the Limits of Insurance have been exhausted by the payment of judgments or settlements.

E. This insurance applies to “damages” arising out of a “dental incident” that occurs anywhere in the world, provided that the “claim” is brought within the United States of America, its territories or possessions, Puerto Rico, or Canada.

II. EXCLUSIONS

This insurance does not apply:

A. To a “dental incident” which occurred prior to the inception date of this policy if an insured knew, or reasonably should have known, that the “dental incident” could result in, or had already resulted in, a “claim”.

B. To a “dental incident” arising out of any dishonest, fraudulent, criminal, or knowingly wrongful act, error, or omission committed by or at the direction of any insured.

C. To any sexual act, including without limitation sexual intimacy (even if consensual), sexual contact, sexual advances, requests for sexual favors, sexual molestation, sexual assault, sexual abuse, sexual harassment, sexual exploitation or other verbal or physical conduct of a sexual nature. However, this exclusion does not apply to**:**

1. Any specific individual insured who allegedly committed such sexual misconduct, unless it is judicially determined that the specific individual insured committed the sexual misconduct. If it is judicially determined that the specific individual insured committed the sexual misconduct we will not pay any “damages”**.**

2. Any other insured, unless that insured:

a. Knew or should have known about the sexual misconduct allegedly committed by the specific individual insured, but failed to prevent or stop it; or

b. Knew or should have known that the specific individual insured who allegedly committed the sexual misconduct had a prior history of such sexual misconduct.

We will defend “claims” alleging such acts until final adjudication.

As used in this exclusion, specific individual insured includes employees and authorized volunteer workers while performing duties related to the conduct of your business.

D. To the following:

1. **"**Bodily injury" to an employee of yours arising out of and in the course of:

a. Employment by you; or

b. While performing duties related to the conduct of your business; or

2. "Claims" or "suits" by a spouse, child, parent, grandparent, brother, or sister of that employee as a consequence of Subparagraph **D.1.**, above.

This exclusion applies:

1. Whether you may be liable as an employer or in any other capacity; and

2. To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury.

E. To any obligation of the insured under any workers' compensation, unemployment compensation or disability benefits law or under any similar law.

F. To the refusal to employ, termination of employment, coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, or other practices or policies related to employment or professional privileges.

This exclusion does not apply to services by any person as a member of your formal accreditation, standards review or similar professional board or committee otherwise covered by this Policy.

G. Any liability you assume under any contract or agreement.

This exclusion does not apply to:

1. Liability that you would have in the absence of a contract or agreement;

2. Liability you assume in a written contract with:

a. A Health Maintenance Organization;

b. A Preferred Provider Organization;

c. An Independent Practice Association; or

d. Any other similar organization;

but only for such liability as is attributable to an insured's alleged negligence arising out of "professional services"; or

3. A warranty of fitness or quality of any therapeutic agents or supplies an insured has furnished or supplied in connection with treatment that has been performed.

H. To any "claim" for which any insured may be held liable as a proprietor, administrator, officer, stockholder, or member of the board of directors, trustees or governors of any hospital, sanitarium, clinic with bed and board facilities, nursing home, laboratory or other enterprise not named in the Declarations.

I. To a "dental incident" which involves the use of intravenous or intramuscular injections or "general anesthesia".

This exclusion does not apply:

1. When the intravenous or intramuscular injections or “general anesthesia” are administered by a licensed provider of anesthetic services, other than the insured; or

2. To the use of intravenous or intramuscular injections to render “conscious sedation” in emergency situations where a life threatening or potential permanent injury exists.

J. To a “dental incident” which occurs while an insured’s professional license as required by law is suspended, expired, canceled, revoked, or otherwise invalid.

K. To a “dental incident” arising out of the prescribing or dispensing of any drugs, pharmaceuticals, or controlled substances:

1. By anyone without the appropriate license, registration or certification; or

2. That are not approved for use in the treatment of human beings by the United States Food and Drug Administration.

L. To a “dental incident” arising from an insured’s actions while on active duty in the United States Military Service or Reserve, National Guard unit and/or Public Health Service.

M. Resulting in any “damages”, in whole or in part for any of the following**:**

1. The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of “pollutants” at any time;

2. Any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of “pollutants”; or

3. Any “claim” or “suit” by or on behalf of a government authority for “damages” because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to, or assessing the effects of “pollutants”.

N. To nuclear fission, nuclear fusion or radioactive contamination.

This exclusion does not apply to “professional services” arising out of the practice of Nuclear Medicine.

O. To a “dental incident” expected or intended by any insured or by any person for whose acts, errors or omissions an insured may be held liable.

P. To a “dental incident” arising out of the rendering or failure to render any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy.

III. WHO IS AN INSURED

A. If you are shown in the Declarations as:

1. An individual dentist, you and your spouse are insureds, but only with respect to the conduct of your “dental business”;

2. A partnership or joint venture, you, your members and your partners and their spouses are insureds, but only with respect to the conduct of your “dental business”;

3. A limited liability company, you and your members are insureds, but only with respect to the conduct of your dental business;

4. A “dental corporation” or an organization other than a partnership, joint venture, or limited liability company, you are an insured but only with respect to the conduct of your “dental business”. Your executive officers, directors and shareholders are insureds, but only with respect to the conduct of your “dental business”.

B. Each of the following is also an insured:

1. Your employees, other than executive officers, employed dentists, physicians, other medical doctors or nurse anesthetists, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your “dental business”; and

2. Temporary substitute dentists (locum tenens), but only for a “dental incident” which occurred while working on your behalf and then only if you have notified us and received our approval to add the locum tenens dentist by endorsement prior to the “dental incident”.

3. Any licensed dental hygienist with whom you have contracted to provide dental services in connection with your dental practice, but only for acts, errors or omissions committed while acting within the course of his or her duties.

4. Any insured while providing “professional services” as a Good Samaritan away from your premises in sudden or unforeseen emergencies outside the scope of his or her patient care duties for you, provided that, no remuneration is demanded, expected or received.

No person, “dental corporation” or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

IV. LIMITS OF INSURANCE

A. Subject to **B.** below, and regardless of the number of “claims” made or “suits” brought, the most we will pay for “damages” arising out of any one “dental incident” is the Limit of Insurance stated in the Declarations. This limit shall apply separately:

1. To each individual dentist shown as a Named Insured in the Declarations as stated in Subparagraph **A.1.** of **Section III., WHO IS AN INSURED** ;and

2. To all Named Insureds and all additional insureds collectively, other than those subject to paragraph **1.**, above. This limit applies regardless of the number of insureds under the policy.

B. The most we will pay for the sum of all “damages” to which this insurance applies is the Limit of Insurance shown in the Declarations as Aggregate.

C. The Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than twelve months, starting with the beginning of the “policy period” shown in the Declarations, unless the “policy period” is extended after issuance for an additional period of less

than twelve months. In that case, the additional period will be considered part of the last preceding period for purposes of determining the Limits of Insurance.

D. Subject to Paragraphs **A. B.**, and **C.** above, all "claims" arising from one "medical incident" or a series of related "medical incidents" to any one person shall be deemed to have occurred at the time of the first "medical incident" regardless of the number of claimants, or the number of insureds against whom such claims are made.

V. SUPPLEMENTARY PAYMENTS

A. We will pay, with respect to any "claim" we investigate or settle or any "suit" against an insured we defend:

1. All expenses we incur, all costs taxed against the insured in the "suit", and all interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court that part of the judgment which does not exceed the applicable Limit of Insurance.

2. The cost of appeal bonds required in any such "suit" and the cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.

3. Reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of any "claim" or "suit", including actual loss of earnings up to $500 per day for the insured's attendance at hearings or trials.

These payments will not reduce the Limits of Insurance.

B. Subject to the terms and limits listed in each paragraph below, we will provide the following coverages in addition to the Limits of Insurance:

1. Property Damage Coverage

a. We will reimburse your patient for "property damage" sustained while on your office premises for the purpose of receiving "professional services", provided that:

(1) The "property damage" occurs during the "policy period"; and

(2) You report the "property damage" to us as soon as practicable during the "policy period" or any Extended Reporting Period we provide as described in Section **VIII. EXTENDED REPORTING PERIOD**.

b. The most we will pay under this coverage per "property damage" incident is the amount shown in the Declarations.

2. License Protection Coverage

a. We will pay for reasonable legal expenses incurred by us to defend you in a proceeding brought by a state licensing board or governmental body. The proceeding must be related to a "dental incident" otherwise covered by this insurance.

b. You must provide us with written notice of the proceeding as soon as practicable.

c. The most we will pay under this coverage is the amount shown in the Declarations.

3. Peer Review Committee Coverage

a. We will pay for reasonable legal expenses incurred by us to investigate and defend a legal action brought against you arising out of your service on a peer review committee, utilization review committee, or similar committee associated with a Health Maintenance Organization (HMO), Preferred Provider Organization (PPO), Independent Practice Association (IPA), or American Dental Association and/or its components provided that:

(1) The service on the committee occurred after the Retroactive Date shown in the Declarations and prior to the end of the “policy period”; and

(2) We receive notice of the legal action as soon as practicable during the “policy period” or any Extended Reporting Period we provide as described in Section **VIII. EXTENDED REPORTING PERIOD**.

b. The most we will pay under this coverage is the amount shown in the Declarations.

4. Medical Payments Coverage

a. We will pay for reasonable and necessary medical expenses arising out of a "dental incident" to your patient while on your premises for the purpose of receiving "professional services".

b. We will pay up to the maximum limit per injured patient and the total limit for the "policy period" shown in the Declarations. We will pay reasonable expenses for:

1. First aid at the time of the "dental injury";

2. Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

3. Necessary ambulance, hospital professional nursing and funeral services.

VI. DEFINITIONS

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

B. “Claim” means a “suit” or demand made by or for the injured person for “damages” to which this insurance applies.

C. “Conscious sedation” means a minimally depressed level of consciousness that retains the patient’s ability to independently and continuously maintain an airway and respond appropriately to physical stimulation and verbal command, produced by a pharmacologic or non-pharmacologic method, or a combination thereof. For purposes of this insurance, the use of nitrous oxide/oxygen and/or oral pre-medication, used in an accepted therapeutic dose to induce a sedative effect or to reduce anxiety, is not considered “conscious sedation”.

D. “Damages” means all the sums that the insured becomes legally obligated to pay. Damages do not include:

1. Administrative, civil or criminal penalties, fines or sanctions;

2. Payment for “professional services”, including the waiver, return, withdrawal or reduction of fees paid to the insured or payment by the insured of fees for “professional services” provided by others; or

3. Punitive or exemplary damages.

E. “Dental business” means operations or activities on premises used by you in the practice of your dental profession. “Dental business” includes operations necessary or incidental to those premises.

F. **“**Dental corporation” means a professional service corporation organized under the corporation law of your state for the purpose of performing “professional services”.

G. “Dental incident” means any act, error or omission in the rendering of or failure to render “professional services” by:

1. An insured; or

2. Any person for whose acts, errors or omissions you are held legally liable.

H. “General anesthesia” includes deep sedation and means a controlled state of depressed consciousness or unconsciousness, accompanied by partial or complete loss of protective reflexes, including inability to independently maintain an airway and respond purposefully to physical stimulation or verbal command, produced by a pharmacologic or non-pharmacologic method, or combination thereof.

I. “Policy period” means the period starting on the effective date of this policy as shown in the Declarations. This period ends on the earlier of the expiration date shown in the Declarations or on the effective date of cancellation of this policy.

J. “Pollutants” means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, lead, asbestos, acids, alkalis, chemicals, mercury and waste. Waste includes, but is not limited to, materials to be recycled, reconditioned or reclaimed, and liquid or solid material carried off with groundwater in sewers or drains;

K. “Professional services” means dental services provided to others by a person trained and qualified to perform those services pursuant to a valid and unrestricted dental, dental hygiene, or dental assisting certificate or license. Such services include service as:

1. An officer or member of any committee of the American Dental Association or any of its committees or societies;

2. An officer or member of a formal accreditation, standards review or other professional board or committee related to a professional dental society or a hospital;

3. A consultant, including a consultant to an organization which provides or administrates dental service payment plans.

4. An expert witness while giving testimony under oath.

5. The performance of or failure to perform autopsies.

"Professional Services" also include the writing of books, papers and articles on the technical aspects of a professional dentistry practice, if they are published or distributed by a recognized technical or professional publisher.

L. "Property damage" means partial or total physical injury to tangible property, including resulting loss of use of that property. "Property damage" also means loss of use of tangible property that is not physically injured. "Property damage" includes all forms of radioactive contamination of property.

M. "Suit" means a civil proceeding in which "damages" to which this insurance applies are alleged. "Suit" includes:

1. An arbitration proceeding in which such "damages" are claimed and to which the insured must submit or does submit with our consent; or

2. Any other alternative dispute resolution proceeding in which such "damages" are claimed and to which the insured submits with our consent.

VII. CONDITIONS

A. Duties In The Event Of A "Dental Incident", "Claim", Or "Suit"

1. If during the "policy period", the first Named Insured shall become aware of any "dental incident" which may reasonably be expected to give rise to a "claim" being made against any insured, the first Named Insured must notify us in writing as soon as practicable. To the extent possible, notice should include:

a. How, when, and where the "dental incident" took place;

b. The names and addresses of any injured persons and witnesses; and

c. The nature and location of any injury or damage arising out of the "dental incident".

Any "claim" arising out of such "dental incident**"** which is subsequently made against any insured and reported to us, shall be considered first made at the time such notice was given to us.

Receipt by us of an incident report, including but not limited to variance reports, will not be considered a claim to us.

Any observance or reporting to the first Named Insured by us of any physical condition or other circumstance as a result of inspections, audits, engineering, loss control or risk management services shall not be considered a claim to us.

2. If a "claim" or "suit" is brought against an insured arising out of a "dental incident", the first Named Insured must:

a. Immediately record the specifics of the "claim" or "suit" and the date received;

b. Provide us with written notice of the "claim" or "suit" as soon as practicable; and

c. Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the "claim" or "suit".

3. The insured shall:

a. Cooperate with us in the investigation, settlement, or defense of the "claim" or "suit"; and

b. Assist us upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

The insured shall not admit any liability, assume any financial obligation or pay out any money without our prior consent. If the insured does so, it will be at the insureds own expense.

B. Legal Action Against Us

1. No person or entity has a right under this insurance:

a. To join us as a party or otherwise bring us into a lawsuit asking for “damages” from an insured; or

b. To sue us unless all of the policy terms have been fully complied with.

2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured, but we 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 Insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant’s legal representative.

C. Other Insurance

1. If other valid and collectible insurance is available to an insured for “damages” we cover under this insurance, then this insurance is excess over any other such insurance. When this insurance is excess over other insurance, we will have no duty to defend against any "suit" if any other insurer has a duty to defend against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the rights of the individual dentist against all those other insurers.

When this insurance is excess over other insurance, we will pay, up to the applicable limits of insurance, the amount of the loss that exceeds the sum of the total amount that all such other insurance would pay for the loss in the absence of this insurance.

If other insurance is also excess, we will share the remaining loss with that other insurance.

2. If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

D. Transfer Of Rights Of Recovery Against Others To Us (Subrogation)

If an insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring “suit” or transfer those rights to us and help us enforce them.

E. Assignment

Your rights and duties under this insurance may not be transferred. If you die or are judged incompetent, this insurance will cover your legal representative as an insured with respect to a “dental incident” covered by this insurance.

F. Representations

By accepting this policy, you agree that the statements and representations made in the application are true and are the basis for acceptance of the risk assumed by us. In the event that any material statement or representation made in the application is untrue, this policy in its entirety will be void at inception.

G. Sole Agent

The first Named Insured shown in the Declarations will act on behalf of all insureds with respect to giving and receiving notice of cancellation, accepting any endorsement issued to form a part of this policy, and receiving return premium, if any. The first Named Insured must notify us within 30 days of any change which might affect the terms of this insurance, including a change in members, partners, officers, directors, stockholders, professional employees, or dental specialty.

H. Insolvency

Bankruptcy or insolvency of the insured or the insured's estate will not relieve us of any of our obligations under this insurance.

I. Premium

All premiums for this policy shall be computed in accordance with our rates, rules and rating plans applicable to this insurance.

J. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this insurance to the first Named Insured, this insurance applies:

1. As if each Named Insured were the only Named Insured; and

2. Separately to each insured against whom claim is made or "suit" is brought.

K. Conformance To Statute

To the extent that this Policy conflicts with any law, statute, or regulation applicable to this Policy, this Policy shall conform to the minimum requirements of that law, statute, or regulation.

L. Omnibus Reconciliation Act

We will comply with the requirements of section 952 of the Omnibus Reconciliation Act of 1980. Upon written request, we will allow the secretary of health and human resources and the comptroller general access to the policy and necessary books, documents and records to verify the cost of the policy, to the extent required by law. Access will also be allowed to a subcontractor between us and any affiliated organization of ours and to its books, documents and records. Such access will be provided up to four years after the services furnished under this policy end.

VIII. EXTENDED REPORTING PERIOD

A. Automatic Extended Reporting Period

1. If we cancel or non renew this Coverage Part for any reason other than non-payment of premium, and if the Optional Extended Reporting Period Endorsement is not purchased, then we will provide an automatic extended reporting period of sixty (60) days, starting with the

end of the “policy period”, during which “claims” arising out of “dental incidents” which take place on or after the retroactive date stated on the Declarations Page but before the end of the “policy period” may be first made.

2. The automatic extended reporting period does not extend the “policy period” or change the scope of coverage provided. Any “claim” first made during the automatic extended reporting period shall be deemed to have been made on the last day of the “policy period”.

3. The automatic extended reporting period, however, will not apply to “claims” if other insurance purchased by insureds covers them or would have covered them had its limits of insurance of such policy not been exhausted.

4. The Aggregate Limits of Insurance applicable to this Coverage Part shall not be increased or reinstated for the automatic extended reporting period.

5. Our offer of terms, conditions or premium different from the expiring Policy or Coverage Part shall not be considered a refusal or failure to renew this insurance.

B. Optional Extended Reporting Period

1. If the first Named Insured or we cancel or do not renew this insurance, the first Named Insured shall have the option to purchase an Optional Extended Reporting Period Endorsement, beginning with the end of the “policy period”. The additional premium for and the term of the Optional Extended Reporting Period Endorsement shall be as stated in the Declarations. The first Named Insured can not purchase this Endorsement if we cancel for non-payment of premium.

2. The Optional Extended Reporting Period Endorsement applies only to “claims” first made against the insured during the Optional Extended Reporting Period and arising from “dental incidents” which take place on or after the retroactive date stated in the Declarations Page and before the end of the “policy period”. The Aggregate Limits of Insurance applicable to this Coverage Part shall not be increased or reinstated for “claims” under the Endorsement. “Claims” first made during the Optional Extended Reporting Period Endorsement shall be deemed to have been made on the last day of the “policy period”.

3. To obtain an Optional Extended Reporting Period Endorsement the first Named Insured must request it in writing within sixty (60) days after the “policy period” ends and pay the premium due. If the first Named Insured does so, the premium shall be fully earned and the Extended Reporting Period Endorsement cannot be canceled. If we do not receive the written request and payment within sixty (60) days after the “policy period” ends, the first Named Insured may not exercise this option at a later date.

4. The insurance provided under the Extended Reporting Period Endorsement is excess over any other valid and collectible insurance that begins or continues in effect after the Extended Reporting Period Endorsement becomes effective, whether the other insurance applies on a primary, excess, contingent, or any other basis.

5. Our offer of terms, conditions or premium different from the expiring Policy or Coverage Part shall not be considered a refusal or failure to renew this insurance.

6. An Optional Extended Reporting Period Endorsement for you is applicable in the event of death, disability, or retirement with the following terms and conditions:

a. An Optional Extended Reporting Period Endorsement will be issued to you or to your estate at no charge if you die or become permanently disabled during the “policy period”. The first Named Insured or your estate must, within sixty (60) days after the end of this “policy period”, write to tell us the coverage is desired. We also require:

(1) Written proof of your death; or

(2) Written proof of your permanent disability, including the date it happened, certified by your attending physician. You must agree to submit to medical examination(s) by any physician(s) we designate if requested.

b. We shall offer you an Optional Extended Reporting Period Endorsement for no charge using the standard underwriting practices in accordance with state requirements if:

(1) you are at least fifty (50) years of age;

(2) you have been insured by us consecutively for at least five (5) years at the time of your request; and

(3) you retire during the "policy period".

c. The Limits of Insurance under this Policy at the time of termination, death, disability or retirement will be the Limits of Insurance applying to the Optional Extended Reporting Period.

d. Any Aggregate Limits of Insurance applicable to this Policy do not increase or reinstate for the optional extended reporting period.

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.
2704 Commerce Drive, Suite B., Harrisburg, PA 17110
ADMINISTRATIVE OFFICES: 70 Pine Street, New York, NY 10270
(A Capital Stock Insurance Company)

Dentists Liability
Oral and Maxillofacial Surgeon
Supplemental Application

If you are a board eligible or board certified oral surgeon please complete the following questions:

1. Include a copy of your Board Certificate or Certificate of Completion from an accredited program. Also include a copy of any State Specialty Permits.

2. List hospitals and/or surgical centers where you have, or have had, staff privileges, include dates of appointments (if not currently active state reason) and location:

HOSPITAL OR SURGICAL CENTER NAME	DATES OF APPOINTMENT	STATE / COUNTRY

Reason: _____
_____
_____

3. Have you ever been denied or had your privileges suspended in any hospital or ambulatory care center. ❑ Yes ❑ No
   If Yes, please explain: _____
   _____
   _____

4. Do you treat trauma cases? ❑ Yes ❑ No
   If Yes, please describe type(s) of cases and what facilities are utilized for treatment:
   _____
   _____

5. Do you have formal training in plastic surgery? ❑ Yes ❑ No
   If Yes, please attach description and verification of formal training.

6. Do you perform any of the following procedures, if yes please indicate the number of procedures and the percentage of your practice each represents (based on total number or procedures):

Procedure	Yes	No	Number of procedures per year	Percentage of your practice (based on number of procedures)
Implants				%
Facial reconstruction				%
Hair Transplant				%
Jaw Wiring for Weight Reduction				%
Plastic Surgery				%
Liposuction				%
Blepharoplasty				%
Rhinoplasty				%
Orthognathic Surgery				%
TMJ Treatment				%
TMJ Surgery				%
Neural Surgery / Repositioning-Repair				%
Dermal Fillers (Restalyn or similar)				%
Cleft Lip / Palate Repair				%
Apicoectomy				%
Botox				%
EXTRACTIONS				
Simple				%
Surgical				%
Partially impacted 3rd Molars				%
Fully impacted 3rd Molars				%
Other impactions				%

I understand any policy issued will rely on the truth of the statements and representations I made herein and that false or misleading statements or misstatements or misrepresentations may result in a denial of coverage for any claim which may be made under the insurance for which this application is made.

Signature of Applicant _____ Date _____

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m. forms a part of

Policy No. issued to

By

BILLING ERRORS AND OMISSIONS COVERAGE ENDORSEMENT

NOTICE: THE LIMIT OF INSURANCE PROVIDED HEREIN IS IN ADDITION TO THE LIMITS OF INSURANCE FOR ALL OTHER COVERAGE UNDER THIS POLICY. HOWEVER, "BILLING DAMAGES" AND "CLAIM EXPENSES" REDUCE THE LIMITS OF INSURANCE PROVIDED HEREIN.

This endorsement modifies insurance provided under the following:

DENTISTS PROFESSIONAL LIABILITY COVERAGE PART

I. The following is added to Section **I COVERAGE AGREEMENTS**

A. We will pay those sums the insured becomes legally obligated to pay as "billing damages" resulting from a "wrongful act" to which this insurance applies. We will have the right and duty to defend the insured against any "billing claim" seeking those "billing damages". However, we will have no duty to defend the insured against any "billing claim" seeking "billing damages" because of a "wrongful act" to which this insurance does not apply. We may, at our discretion, investigate any incident that may result from a "wrongful act". We may, with your written consent, settle any "billing claim" that may result. But:

1. The amount we will pay for "billing damages" and "claim expenses" is limited as described in Section **IV** – Limit Of Insurance;

2. The coverage and duty to defend provided by this policy will end when we have used up the applicable limit of insurance for "claim expenses" or the payment of judgments or settlements.

B. This insurance applies to "wrongful acts" only if:

1. The "wrongful act" takes place in the "coverage territory";

2. The "wrongful act" did not commence before the Retroactive Date, if any, shown in the Declarations or after the end of the "policy period"; and

3. A "billing claim" against any insured for damages because of the "wrongful act" is first made during the policy period, in accordance with Paragraphs **C.** and **D.** below.

C. A "billing claim" will be deemed to have been made at the earlier of the following times:

1. When notice of such "billing claim", after being received by any insured, is reported to us in writing; or

2. When a “billing claim” against an insured is made directly to us in writing.

A "billing claim" received by the insured during the policy period and reported to us within 30 days after the end of the policy period will be considered to have been reported within the policy period. However, this 30 day grace period does not apply to "billing claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "billing claims".

D. If during the policy period you become aware of a "wrongful act" that may reasonably be expected to give rise to a "billing claim" against any insured, you must provide notice to us. If such notice is provided, then any "billing claim" subsequently made against any insured arising out of that "wrongful act" shall be deemed under this policy to be a claim made during the policy period in which the "wrongful act" was first reported to us.

II. The following is added to Section **II. EXCLUSIONS**:

This coverage provided by this endorsement does not apply to any “billing claim”:

A. Relating to a “dental incident”.

B. Arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

C. Based on or relating to the conduct of any corporation, partnership, partner, joint venture or any other business entity of which any insured is involved and which is not designated as an insured on this policy;

D. Relating to any profit or advantage gained by an insured to which he or she was not in fact entitled.

III. For the purposes of the coverage provided by this endorsement, Section **IV – LIMITS OF INSURANCE** is replaced with the following:

IV. LIMITS OF INSURANCE

A. The Limit of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

1. Insureds;

2. "Billing claims" made; or

3. Persons, organizations or government agencies making "billing claims".

B. The Limit of Insurance is the most we will pay for the sum of:

1. All “billing damages”; and

2. All "claim expenses"

because of all "wrongful acts" to which this insurance applies.

The Limit of Insurance of this Endorsement applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limit of Insurance.

IV. For the purposes of the coverage provided by this endorsement, the following definitions are added to Section **VI. DEFINITIONS**:

A. “Billing Claim” means:

1. a demand for money or services, brought by or on behalf of any “government entity” or commercial payor against the insured seeking “billing damages” for a “wrongful act”;

2. commencing an audit or investigation of a “wrongful act”; or

3. seeking injunctive relief on account of a “wrongful act”.

“Billing Claim” does not include:

1. any customary or routine audit/reconciliation conducted by or at the behest of a “government entity” or commercial payor; or

2. any criminal proceeding against an insured.

B. “Claim expenses” means:

1. reasonable and necessary fees charged by an attorney, chosen by us, or auditor chosen by the insured with our written consent; or

2. other reasonable and necessary fees, costs or expenses incurred in the investigation, adjustment, defense and appeal of a “billing claim” to which this endorsement applies if incurred by the insured with our written consent.

“Claim expenses” does not include:

1. remuneration, salaries, wages, overhead, fees or benefits of any insured;

2. any fees, costs, or expenses incurred with respect to any criminal proceedings or actions against any insured; or

3. the costs associated with the adoption and implementation of any corporate integrity agreement, compliance program or similar program regarding the insured’s business operations negotiated as part of a settlement with a “government entity” or commercial payor or by order of a “government entity”.

C. “Billing damages” means any monetary amount not exceeding the limit of liability applicable to this endorsement which the insured is legally obligated to pay as a result of a “billing claim”, including sums paid as awards, judgments, settlements and civil fines and penalties imposed by a “government entity”.

“Billing damages” does not include the return or restitution of fees, profits, charges or benefit payments to any commercial payor or governmental health benefit payor or program.

“Government entity” means:

1. any department, agency, task force or other organization created by any federal, state or local law, executive order, ordinance or rule; or

2. any department, agency, task force or other organization operated, funded or staffed, in whole or in part, by the federal or any state, county or local government.

D. “Wrongful act” means presenting, causing or allowing to be presented or being liable for the presentation of any actual or alleged erroneous “billing claim” by the insured to a commercial payor or government health benefit payor or program from which the insured seeks payment or reimbursement for “professional services” provided or prescribed by the insured.

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

_____

Authorized Representative

NATIONAL UNION FIRE INSURANCE COMPANY
OF PITTSBURGH, PA.
2704 Commerce Drive, Suite B., Harrisburg, PA 17110
ADMINISTRATIVE OFFICES: 70 Pine Street, New York, NY 10270
(A Capital Stock Insurance Company)

DENTISTS LIABILITY
ERISA FIDUCIARY LIABILITY COVERAGE PART

NOTICE: THIS IS A CLAIMS MADE POLICY. EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THE COVERAGE OF THIS POLICY IS LIMITED TO LIABILTY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST YOU AND REPORTED IN WRITING TO US DURING THE POLICY PERIOD. PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE THEREUNDER WITH YOUR INSURANCE AGENT OR BROKER.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **VI** – Definitions.

SECTION I – ERISA FIDUCIARY LIABILITY COVERAGE

A. Insuring Agreement

1. We will pay those sums the insured becomes legally obligated to pay as damages resulting from a "wrongful act" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages because of a "wrongful act" to which this insurance does not apply. We may, at our discretion, investigate any incident that may result from a "wrongful act", and settle any "claim" that may result. But:

a. The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance.

b. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums, such as civil or criminal fines, imposed on you or any other insured, or to perform acts or services is covered.

2. This insurance applies to "wrongful acts" only if:

a. The "wrongful act" takes place in the "coverage territory";

b. The "wrongful act" did not commence before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period; and

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c. A "claim" against any insured for damages because the "wrongful act" is first made during the policy period or the Section **V** – Extended Reporting Period, if provided, in accordance with Paragraphs **3.** and **4.** below.

3. A "claim" will be deemed to have been made at the earlier of the following times:

a. When notice of such "claim", after being received by any insured, is reported to us in writing; or

b. When a claim against an insured is made directly to us in writing.

A "claim" received by the insured during the policy period and reported to us within 30 days after the end of the policy period will be considered to have been reported within the policy period. However, this 30 day grace period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "claims".

4. If during the policy period you become aware of a "wrongful act" that may reasonably be expected to give rise to a "claim" against any insured, you must provide notice to us in accordance with the provisions of **SECTION V – CONDITIONS**, **Duties In The Event Of A Claim Or An Incident That May Result In A Claim**. If such notice is provided, then any "claim" subsequently made against any insured arising out of that "wrongful act" shall be deemed under this policy to be a claim made during the policy period in which the "wrongful act" was first reported to us.

5. All "claims" for damages because of a "wrongful act" committed against the same person, including damages claimed by any person for care, loss of services or death resulting at any time from the "wrongful act", will be deemed to have been made at the time the first of such "claims" is made, regardless of the number of "claims" subsequently made.

B. Exclusions

This insurance does not apply to:

1. Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

2. Workers' Compensation And Similar Laws

Any “claim” arising out of your failure to comply with the mandatory provisions of any workers’ compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

3. Libel, Slander, Defamation, Discrimination or Humiliation

Any “claim” alleging libel, slander, defamation or humiliation.

4. Profit or Advantage

Any “claim” arising out, based upon or attributable to the gaining, in fact, of any profit or advantage to which an insured was not legally entitled.

5. Monopolization or Unlawful Conspiracy

Any “claim” arising our of your actual or alleged monopolization or unlawful conspiracy to restrain trade, business or profession.

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6. Bodily Injury or Property Damage

Any “claim” arising out of, based upon, attributable for or in any way, involving, directly or indirectly, any actual or alleged bodily injury, sickness, disease, or death or emotional distress of any person, or damage to or destruction of any tangible property, including the loss of use thereof.

7. Expected or Intended Wrongful Act

Any “wrongful act” expected or intended from the standpoint of the insured.

8. Failure to Purchase Insurance or Bonds

Damages arising out of the failure to purchase insurance or bonds:

a. required by law; or

b. established by any regulatory or industry body as a standard.

9. Failure to Collect or Return Contributions

Any “claim” arising out of the failure to:

a. collect contributions owed to an employee benefit plan, unless such failure is the result of your negligence; or

b. return any contributions if such amounts are, or could be, chargeable to an employee benefit plan.

10. Available Benefits

Any “claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

11. Contractual Liability

Any "wrongful act" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

12. Nuclear Reaction

Any loss, under any circumstances, due to nuclear reaction, radiation, or contamination, regardless of cause.

13. Prior Notice

Any "wrongful act" alleged or contained in any "claim" which has been reported, or for which, in any circumstance, notice has been given, under any other prior insurance policy providing essentially the same type of coverage.

14. Prior or Pending Litigation

Any "claim" or "suit" against any insured which:

a. was pending on, or existed prior to the effective date of the first policy issued and continuously renewed by us; or

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b. happened prior to retroactive date of this policy., or

c. arises out of the same or substantially the same facts, circumstances or allegations which are the subject of, or the basis for, such "claim" or "suit" in **a.** or **b.** above.

15. Taxes Fines or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state of local law.

SECTION II – WHO IS AN INSURED

A. If you are designated in the Declarations as:

1. An individual, you and your spouse are insureds.

2. A partnership or joint venture, you are an insured. Your partners or members are also insureds.

3. A limited liability company, you are an insured. Your members and managers are also insureds.

4. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are also insureds.

B. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. You must notify us of such acquisition or formation as soon as practicable. However, coverage under this provision:

1. Is afforded only until the 90th day after you acquire or form the organization, or until the end of the policy period, whichever is earlier; and

2. Does not apply to a "wrongful act" committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMIT OF INSURANCE

A. The Limit of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

1. Insureds;

2. "Claims" made or "suits" brought;

3. Persons or organizations making "claims" or bringing "suits"; or

B. The Limit of Insurance is the most we will pay for the sum of all damages because of all "wrongful acts" to which this insurance applies.

The Limit of Insurance of this Coverage Part applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limit of Insurance.

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SECTION IV – CONDITIONS

Duties In The Event Of A Claim Or An Incident That May Result In A Claim

1. If a "claim" is received by any insured, you must:

a. Immediately record the specifics of the "claim" and the date received; and

b. Notify us, in writing, as soon as practicable.

2. You and any other involved insured must:

a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim";

b. Authorize us to obtain records and other information; and

c. Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit".

d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of a "wrongful act" to which this insurance may also apply.

3. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our written consent.

4. If you have knowledge of a "wrongful act" for which a "claim" has not yet been received, you must notify us, in writing, as soon as practicable. Such notice must provide:

a. A description of the "wrongful act", including all relevant dates;

b. The names of the persons involved in the "wrongful act", including names of the potential claimants;

c. Particulars as to the reasons for anticipating a "claim" which may result from such "wrongful act";

d. The nature of the alleged or potential damages arising from such "wrongful act"; and

e. The circumstances by which the insured first became aware of the "wrongful act".

SECTION V – EXTENDED REPORTING PERIOD

A. You will have the right to purchase an Extended Reporting Period from us if:

1. This Coverage Part is cancelled or not renewed for any reason; or

2. We renew or replace this Coverage Part with insurance that:

a. Has a Retroactive Date later than the date shown in the Declarations of this Coverage Part; or

b. Does not apply to "wrongful acts" on a claims-made basis.

B. An Extended Reporting Period, as specified in Paragraph **A.** above, is available only by endorsement and for an additional charge.

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C. The Extended Reporting Period starts with the end of the policy period. It does not extend the policy period or change the scope of coverage provided. It applies only to "claims" to which the following applies:

1. The "claim" is first made during the Extended Reporting Period;

2. The "wrongful act" occurs before the end of the policy period; and

3. The "wrongful act" did not commence before the Retroactive Date, if any.

D. You must give us a written request for the Extended Reporting Period Endorsement within sixty (60) days after the end of the policy period or the effective date of cancellation, whichever comes first.

E. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due and any premium or deductible you owe us for coverage provided under this policy. Once in effect, the Extended Reporting Period may not be cancelled.

F. We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

1. The exposures insured;

2. Previous types and amounts of insurance;

3. Limit of Insurance available under this policy for future payment of damages; and

4. Other related factors.

G. When the Extended Reporting Period Endorsement is in effect, we will provide a Supplemental Limit of Insurance for any "claim" first made during the Optional Extended Reporting Period.

The Supplemental Limit of Insurance will be equal to the dollar amount shown in the Declarations in effect at the end of the policy period.

Paragraph **B.** of Section **III** – Limit of Insurance will be amended accordingly.

H. An Extended Reporting Period Endorsement for you is applicable in the event of death, disability, or retirement with the following terms and conditions:

1. An Extended Reporting Period Endorsement will be issued to you or to your estate at no charge if you die or become permanently disabled during the policy period. The first Named Insured or your estate must, within sixty (60) days after the end of this policy period, write to tell us the coverage is desired. We also require:

a. Written proof of your death; or

b. Written proof of your permanent disability, including the date it happened, certified by your attending physician. You must agree to submit to medical examination(s) by any physician(s) we designate if requested.

2. We shall offer you an Extended Reporting Period Endorsement at no charge using the standard underwriting practices in accordance with state requirements if:

a. you are at least fifty (50) years of age;

b. you have been insured by us consecutively for at least five (5) years at the time of your request; and

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c. you retire during the policy period.

3. The Limits of Insurance under this Policy at the time of termination, death, disability or retirement will be the Limits of Insurance applying to the Extended Reporting Period.

4. Any Limits of Insurance applicable to this Policy do not increase or reinstate for the extended reporting period.

SECTION VI – DEFINITIONS

A. “Claim” means a “suit” or demand for damages because of a “wrongful act”.

B. “Coverage Territory” means:

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

2. All parts of the world if the insured's responsibility to pay damages is determined in a "suit" on the merits brought in the territory described in Paragraph **1.** above or in a settlement.

C. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

D. "Suit" means a civil proceeding in which damages because of a "wrongful act" to which this insurance applies are alleged, including:

1. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or

3. Any administrative proceeding or hearing conducted by a governmental agency (federal, state or local) having the proper legal authority over the matter in which such damages are claimed.

E. “Wrongful act” means any actual or alleged breach of responsibility, obligation or duty imposed upon the insured as a fiduciary with respect to employee benefit plans or trust sponsored by the insured for the benefit of the insured’s employees, under:

1. The Employment Retirement Income Security Act of 1974, as now or hereafter amended; or

2. statutory or common law of any state, possession or territory of the United States of America which places comparable responsibilities, obligations or duties upon you.

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NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.
2704 Commerce Drive, Suite B., Harrisburg, PA 17110
ADMINISTRATIVE OFFICES: 70 Pine Street, New York, NY 10270
(A Capital Stock Insurance Company)

DENTISTS LIABILTY
MEDICAL WASTE DEFENSE EXPENSES
REIMBURSEMENT COVERAGE PART

THIS FORM PROVIDES CLAIMS-MADE AND REPORTED COVERAGE
PLEASE READ THE ENTIRE FORM CAREFULLY

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and what is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V – DEFINITIONS.**

SECTION I – COVERAGE

1. Insuring Agreement

We will reimburse you for the "defense expenses" you incur as a result of a "civil suit" alleging you violated a law or regulation governing the disposal of medical wastes. This coverage applies only to a "civil suit" which is first brought against you during the policy period or an Extended Reporting Period we provide under **SECTION IV** of this endorsement. We have no right or duty to defend you for any such "civil suit".

2. A "civil suit" will be deemed to have been brought when notice of such "civil suit" is received and recorded by you or by us, whichever comes first.

A "civil suit" received and recorded by you within 60 days after the end of the policy period will be considered to have been received within the policy period, if no subsequent policy is available to cover the claim.

All "defense expenses" you incur as a result of a "civil suit" alleging you violated a law or regulation governing the disposal of medical wastes, or a series of such "civil suits", will be deemed to have been brought at the time the first of those "civil suits" is made against you.

3. Exclusions

This insurance does not apply to:

a. Any incident that is covered under another provision which forms a part of this policy or any other policy in which it is more specifically described.

b. A "civil suit" for any incident that happened before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period. .

SECTION II – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Named Insureds;

b. "Civil suits" brought; or

c. Persons or organizations bringing "civil suits".

2. The "Defense Expenses" Limit is the most we will reimburse for any one "civil suit" and for all "civil suits" to which this insurance applies.

3. If this insurance is in effect for a period of more than one year, the limits apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION III – CONDITIONS

1. Duties In The Event Of Claim

You must see to it that we are notified in writing as soon as practicable that a “civil suit” to which this insurance applies has been brought against you. Notice should include:

a. How, when and where the incident that resulted in a “civil suit” took place; and

b. Copies of notices or other legal papers received in connection with the “civil suit”.

SECTION IV – EXTENDED REPORTING PERIOD

1. You will have the right to purchase an Extended Reporting Period, as described below, if:

a. This endorsement is canceled or not renewed; or

b. We renew or replace this endorsement with insurance that:

(1) Has a Retroactive Date later than the date shown in the Declarations; or

(2) Does not apply to a “civil suit” on a claims-made basis.

2. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to a “civil suit” for any incident that happened before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations. Once in effect, the Extended Reporting Period may not be canceled.

3. An Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

a. The medical waste disposal process of the insured;

b. Previous types and amounts of insurance;

c. Limits of insurance available under this endorsement for future payment of “defense costs”; and

d. Other related factors.

The additional premium will not exceed 100% of the annual premium for this endorsement.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this Section, applicable to the Extended Reporting Period, including a provision to the effect that the insurance afforded for "civil suits" first brought against you during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period starts.

4. If the Extended Reporting Period is in effect, we will provide an extended reporting period limit of insurance described below, but only for “civil suits” first brought and recorded during the Extended Reporting Period.

The extended reporting period limit of insurance will be equal to the dollar amount shown in the Declarations under Limits of Insurance.

SECTION V – DEFINITIONS

1. “Civil suit” means a civil proceeding brought against you by a federal or state environmental protection agency to which this insurance applies.

2. “Defense expenses” means necessary and reasonable legal fees, costs and expenses incurred by you as a result of an investigation, defense and appeal of a “civil suit”. “Defense expenses” shall not include fines or statutory penalties, your remuneration or overhead expenses.

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.
2704 Commerce Drive, Suite B., Harrisburg, PA 17110
ADMINISTRATIVE OFFICES: 70 Pine Street, New York, NY 10270
(A Capital Stock Insurance Company)

DENTISTS LIABILITY
MEDICAL WASTE DEFENSE EXPENSES
REIMBURSEMENT COVERAGE PART

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and what is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION IV – DEFINITIONS**.

SECTION I – COVERAGE

1. Insuring Agreement

We will reimburse you for the "defense expenses" you incur as a result of a "civil suit" alleging you violated a law or regulation governing the disposal of medical wastes. This coverage applies only to a "civil suit" which is brought against you during the policy period. We have no right or duty to defend you for any such "civil suit".

2. Exclusions

This insurance does not apply to:

a. Any incident that is covered under another provision which forms a part of this policy or any other policy in which it is more specifically described.

b. A "civil suit" for any incident that happened prior to the effective date of the policy.

SECTION II – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Named Insureds;

b. "Civil suits" brought; or

c. Persons or organizations bringing "civil suits".

2. The "Defense Expenses" Limit is the most we will reimburse for any one "civil suit" and for all "civil suits" to which this insurance applies.

3. If this insurance is in effect for a period of more than one year, the limits apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION III – CONDITIONS

1. Duties In The Event Of Claim

You must see to it that we are notified in writing as soon as practicable that a "civil suit" to which this insurance applies has been brought against you. Notice should include:

a. How, when and where the incident that resulted in a "civil suit" took place; and

b. Copies of notices or other legal papers received in connection with the "civil suit".

SECTION IV – DEFINITIONS

1. "Civil suit" means a civil proceeding brought against you by a federal or state environmental protection agency to which this insurance applies.

2. "Defense expenses" means necessary and reasonable legal fees, costs and expenses incurred by you as a result of an investigation, defense and appeal of a "civil suit". "Defense expenses" shall not include fines or statutory penalties, your remuneration or overhead expenses.

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m. forms a part of

Policy No. issued to

By

OTHER COVERAGE PARTS EXCLUSION

This endorsement modifies insurance provided under the following:

DENTISTS PROFESSIONAL LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
EMPLOYMENT – RELATED PRACTICES LIABILITY COVERAGE FORM
MEDICAL WASTE DEFENSE EXPENSES REIMBURSEMENT COVERAGE PART
ERISA FIDUCIARY LIABILITY COVERAGE PART

The following exclusion is added:

Other Coverage Parts

This insurance does not apply to any claim or suit brought under any provision of this Coverage Part if such claim or suit is covered under another Coverage Part.

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

_____
Authorized Representative

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m. forms a part of

Policy No. issued to

By

EMPLOYEE BENEFITS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. The following is added to **Section I – Coverages:**

COVERAGE – EMPLOYEE BENEFITS LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission, of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Paragraph **D.** (Section **III** – Limits Of Insurance); and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to damages only if:

(1) The act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and

(2) The act, error or omission occurs during the policy period.

2. Exclusions

This insurance does not apply to:

a. Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage, Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

c. Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

d. Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

e. Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any "claim" based upon:

(1) Failure of any investment to perform;

(2) Errors in providing information on past performance of investment vehicles; or

(3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

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f. Workers' Compensation And Similar Laws

Any "claim" arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

h. Available Benefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

j. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

k. Employee Benefit Termination

Any “claim” arising out of the termination of any benefit(s) provided by an “employee benefit program”.

B. For the purposes of the coverage provided by this endorsement:

1. All references to Supplementary Payments – Coverages **A** and **B** are replaced by Supplementary Payments – Coverages **A, B** and **Employee Benefits Liability.**

2. Paragraphs **1.b.** and **2.** of the Supplementary Payments provision do not apply.

C. For the purposes of the coverage provided by this endorsement, Paragraphs **2.** and **3.** of **Section II – Who Is An Insured** are replaced by the following:

2. Each of the following is also an insured:

a. Each of your "employees" who is or was authorized to administer your "employee benefit program".

b. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.

c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

b. Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.

D. For the purposes of the coverage provided by this endorsement, **SECTION III – LIMITS OF INSURANCE** is replaced by the following:

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims" made or "suits" brought;

c. Persons or organizations making "claims" or bringing "suits";

d. Acts, errors or omissions; or

e. Benefits included in your "employee benefit program".

2. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

3. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

a. An act, error or omission; or

b. A series of related acts, errors or omissions

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

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The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

E. For the purposes of the coverage provided by this endorsement, Conditions **2.** and **4.** of **Section IV – Commercial General Liability Conditions** are replaced by the following:

2. Duties In The Event Of An Act, Error Or Omission, Or "Claim" Or "Suit"

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim". To the extent possible, notice should include:

(1) What the act, error or omission was and when it occurred; and

(2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a "claim" is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the "claim" or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

4. Other Insurance

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

a. Primary Insurance

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

b. Excess Insurance

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Declarations and that applies to an act, error or omission on other than a claims-made basis, if:

(a) No Retroactive Date is shown in the Declarations insurance; or

(b) The other insurance has a policy period which continues after the Retroactive Date shown in the Declarations of this insurance.

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

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of the total amount that all such other insurance would pay for the loss in absence of this insurance; and the total of all deductible and self-insured amounts under all that other insurance.

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

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c. Method Of Sharing

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

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

F. For the purposes of the coverage provided by this endorsement, the following definitions are added to the **Definitions** Section:

1. "Administration" means:

a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

b. Handling records in connection with the "employee benefit program"; or

c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include handling payroll deductions.

2. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.

3. "Claim" means any demand, or "suit", made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.

4. "Employee benefit program" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

a. Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and

e. Any other similar benefits designated in the Declarations or added thereto by endorsement.

G. For the purposes of the coverage provided by this endorsement, Definitions **5.** and **18.** in the **Definitions** Section are replaced by the following:

5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

18. "Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

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

_____

Authorized Representative

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ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m. forms a part of

Policy No. issued to

By

HIRED AUTO AND NON-OWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. HIRED AUTO LIABILITY

The insurance provided under COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section **I** – Coverages) applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business.

B. NON-OWNED AUTO LIABILITY

The insurance provided under COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section **I** – Coverages) applies to "bodily injury" or "property damage" arising out of the use of a "non-owned auto" by any person other than you in the course of your business.

C. With respect to the insurance provided by this endorsement:

1. Subparagraphs **b., c., e., g., h., j., k., l., m.** and **n.** of paragraph **2.**, Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section **I** – Coverages) do not apply.

2. The following exclusions are added to paragraph **2.**, Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section **I** – Coverages):

This insurance does not apply to:

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

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement.

b. "Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay the damages because of the injury.

This exclusion does not apply to:

(1) Liability assumed by the insured under an "insured contract"; or

(2) "Bodily Injury" to domestic "employees" not entitled to workers compensation benefits.

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c. "Property damage" to:

(1) Property owned or being transported by, or rented or loaned to the insured; or

(2) Property in the care, custody or control of the insured.

D. For the purposes of this endorsement only, WHO IS AN INSURED (Section **II**) is replaced by the following:

Each of the following is an insured under this insurance to the extent set forth below:

1. You.

2. Any other person using a "hired auto" with your permission.

3. With respect to a "non-owned auto", any partner or "executive officer" of yours, but only while such "non-owned auto" is being used in your business.

4. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under paragraphs **1., 2.** or **3.** above.

None of the following is an insured:

1. Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-employee of such person injured in the course of employment;

2. Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household;

3. Any person while employed in or otherwise engaged in performing duties related to the conduct of an "auto business", other than an "auto business" you operate;

4. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee;

5. Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

E. For the purposes of the coverage provided by this endorsement, LIMITS OF INSURANCE (Section **III**) is replaced by the following:

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. "Claims" made or "suits" brought;

c. Persons or organizations making "claims" or bringing "suits";

2. The Hired Auto and Non-owned Auto Liability Aggregate Limit is the most we will pay for the sum of all damages because of “bodily injury or “property damage” arising out of:

a. the maintenance or use of a "hired auto" by you or your "employees" in the course of your business; and

b. the use of a "non-owned auto" by any person other than you in the course of your business.

3. Subject to the Hired Auto and Non-owned Auto Liability Aggregate Limit, the Hired Auto and Non-owned Auto Each Occurrence Limit is the most we will pay for the sum of all damages because of “bodily injury or “property damage” arising out of:

a. the maintenance or use of a "hired auto" by you or your "employees" in the course of your business; and

b. the use of a "non-owned auto" by any person other than you in the course of your business;

Arising out of any one occurrence.

The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

F. For the purposes of this endorsement only, the definition of "insured contract" in the DEFINITIONS Section is amended by the addition of the following:

6. "Insured contract" means:

g. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

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G. For the purposes of this endorsement only, the following definitions are added to the DEFINITIONS Section:

1. "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".

2. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", your partners or your "executive officers", or members of their households.

3. "Non-owned auto" means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes "autos" owned by your "employees", your partners or your "executive officers", or members of their households, but only while used in your business or your personal affairs.

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

_____

Authorized Representative

Authorized Representative

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ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m. forms a part of

Policy No. issued to

By

ADDITIONAL INSURED ENDORSEMENT
LESSORS OF PREMISES & LESSORS OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Paragraphs **4.** and **5.** are added to SECTION **II. WHO IS AN INSURED** as follows:

4. All lessors of premises leased to you but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you subject to the following additional exclusions:

This insurance does not apply to:

a. Any “occurrence” which takes place after “you” cease to be a tenant in that premises;

b. Structural alterations, new construction or demolition operations performed by or on behalf of the lessors of premises leased to “you”.

5. All lessors of equipment leased to “you”, but only with respect to your liability arising out of the maintenance, operation or use by “you” of equipment leased to “you” by such person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply to:

a. Any “occurrence” which takes place after the equipment lease expires;

b. “Bodily injury” or “property damage” arising out of the sole negligence of the lessors of equipment leased to “you”.

All other terms, conditions and exclusions of this policy remain the same.

Authorized Representative

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NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.
2704 Commerce Drive, Suite B., Harrisburg, PA 17110
ADMINISTRATIVE OFFICES: 70 Pine Street, New York, NY 10270
(A Capital Stock Insurance Company)

DENTISTS LIABILITY

CERTIFICATE OF INSURANCE FOR DENTAL BOARD EXAMINATION

Group Master Policy Number:_____

Certificate of Insurance Number:_____

Item 1: Named Insured and Address:

Item 2: Policy Period: From: To:
(12:01 A.M. standard time at the address of the Named Insured as stated herein)

Item 3: Limits of Insurance:

Professional Liability Insurance Coverage		
Each Dental Incident per Individual Named Insured Dentist Limit	$	
Each Dental Incident All Other Insureds Combined Limit	$	
Individual Named Insured Dentist Aggregate Limit	$	
All Other Insureds Aggregate Limit	$	
Deductible	$	
Deductible Aggregate	$	
Each Property Damage Incident	$	500
License Protection Coverage	$	
Peer Review Committee Coverage	$	50,000
Medical Payments per Injured Patient	$	10,000
Medical Payments Aggregate Limit	$	10,000

Item 4: PREMIUM $
Taxes, Fees and/or Surcharges: $

_____
AUTHORIZED REPRESENTATIVE

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m. forms a part of

Policy No. issued to

By

POLICY CHANGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

DECLARATIONS

The following item(s) marked with an "X" of the Declarations Page

_____ **Item 1. FIRST NAMED INSURED**

_____ **Item 2. ADDRESS**

_____ **Item 3.(a). RETROACTIVE DATE**

_____ **Item 3.(b). POLICY PERIOD**

_____ **Item 3.(c). OPTIONAL EXTENDED REPORTING PERIOD**

_____ **Item 4. DESCRIPTION OF OPERATIONS**

_____ **Item 5. LIMITS OF INSURANCE**

_____ **Item 6. PREMIUM**

is(are) amended to read as follows:

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

_____
Authorized Representative

FORMS SCHEDULE

Named Insured:

Policy Number:

Effective Date 12:01 AM:

End't No	Form Name	Form Number/ Edition Date

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m. forms a part of

Policy No. issued to

By

SCHEDULE OF NAMED INSUREDS

This endorsement modifies insurance provided under the following:

DECLARATIONS

Item 1. of the Declarations is amended to include the following:

SCHEDULE

Named Insured	Retroactive Date (if different than the Declarations)

All other terms, conditions and exclusions of the Policy remain unchanged.

Authorized Representative

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m. forms a part of

Policy No. issued to

By

AMENDMENT TO SCHEDULE OF NAMED INSUREDS

This endorsement modifies insurance provided under the following:

DECLARATIONS

It is agreed that the Schedule of Named Insureds is amended as follows:

SCHEDULE OF NAMED INSUREDS

_____ Addition
_____ Deletion
_____ Change

Named Insured	Retroactive Date (if different than the Declarations)

Premium adjustment for this amendment is $_____.

All other terms, conditions and exclusions of the policy remain unchanged.

_____
Authorized Representative

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m. forms a part of

Policy No. issued to

By

SCHEDULE OF TERMINATED DENTISTS

This endorsement modifies insurance provided under the following:

PROFESSIONAL LIABILITY COVERAGE PART

It is agreed that the dentist(s) shown in the Schedule below are no longer insured under this policy as of the termination date shown below. It is further agreed we will not cover any “claims” or “suits” against such dentists reported to us after the termination date shown below.

SCHEDULE

TERMINATED DENTISTS	TERMINATION DATE

All other terms, conditions and exclusions of the policy remain unchanged.

_____

Authorized Representative

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m. forms a part of

Policy No. issued to

by

SCHEDULE OF LOCATIONS

This endorsement modifies insurance provided under the following:

DENTISTS PROFESSIONAL LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
EMPLOYMENT – RELATED PRACTICES LIABILITY COVERAGE FORM
MEDICAL WASTE DEFENSE EXPENSES REIMBURSEMENT COVERAGE PART
ERISA FIDUCIARY LIABILITY COVERAGE PART

The insurance provided hereunder shall be limited to the location(s) shown in the Schedule below, unless otherwise provided for within the Policy:

SCHEDULE OF LOCATIONS

ADDRESS

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

All other terms, conditions, and exclusions of the Policy remain unchanged.

_____
Authorized Representative

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m. forms a part of

Policy No. issued to

by

AMENDMENT TO SCHEDULE OF LOCATIONS

This endorsement modifies insurance provided under the following:

PROFESSIONAL LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
EMPLOYMENT – RELATED PRACTICES LIABILITY COVERAGE FORM
MEDICAL WASTE DEFENSE EXPENSES REIMBURSEMENT COVERAGE PART
ERISA FIDUCIARY LIABILITY COVERAGE PART

The Schedule of Locations is amended as follows:

SCHEDULE OF LOCATIONS

_____ ADDITION

_____ DELETION

ADDRESS

1.

2.

3.

Premium adjustment for this amendment is $_____.

All other terms, conditions, and exclusions of the Policy remain unchanged.

_____
Authorized Representative

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m. forms a part of

Policy No. issued to

By

DEDUCTIBLE LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

PROFESSIONAL LIABILITY COVERAGE PART

Paragraph **F.** is added to Section **I. COVERAGE AGREEMENTS** as follows:

F. Deductible

1. The First Named Insured shall be responsible for the Deductible shown in **Item 5.**(a) of the Declarations. Such Deductible applies to each “dental incident”, and all “claims” arising from a single “dental incident” or from continuous, related, or repeated “dental incidents” shall be subject to one Deductible. The First Named Insured shall not obtain insurance against such Deductible without our written consent. Expenses we incur in investigating and defending a “claim” or “suit” is in addition to and not part of the Deductible.
2. The Deductible Aggregate shown in **Item 5.**(a) of the Declarations is the maximum amount of deductibles for which the Named Insured will be responsible for all “dental incidents” occurring during the policy period.
3. Our obligation to pay “damages” on your behalf applies only to the amount of “damages” in excess of any Deductible amount. We may pay all or part of the Deductible to settle a “claim” or “suit”. Upon notification of the action taken, the First Named Insured shall promptly reimburse us for such part of the Deductible amount as has been paid by us.
4. The Limit of Insurance will be reduced by the payment of “damages” within the Deductible.

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

_____
Authorized Representative

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m. forms a part of

Policy No. issued to

By

NEW DENTIST INTERVIEW COVERAGE ENDORSEMENT

CLAIMS MADE

This endorsement modifies insurance provided under the following:

PROFESSIONAL LIABILITY COVERAGE PART

Paragraph **A.** of Section **I. COVERAGE AGREEMENTS** is deleted in its entirety and replaced with the following:

A. We will pay on behalf of the insured those sums that the insured becomes legally obligated to pay as "damages" because of a "dental incident" in the course of interviewing for a position with a dental practice, clinic, hospital or other facility that provides "professional services", provided that, no remuneration is demanded, expected or received by you and,

1. The "dental incident" occurs on or after the Retroactive Date shown in the Declarations and prior to the end of the "policy period"; and

2. The "claim" for "damages" is first made against any insured, in writing, during the "policy period" or any Extended Reporting Period we provide in Section **VIII. Extended Reporting Period**.

All other term, conditions and exclusions of the policy remain the same.

_____

Authorized Signature

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m. forms a part of

Policy No. issued to

By

NEW DENTIST INTERVIEW COVERAGE ENDORSEMENT
OCCURRENCE

This endorsement modifies insurance provided under the following:

DENTISTS PROFESSIONAL LIABILITY INSURANCE

Paragraph **A.** of Section **I. COVERAGE AGREEMENTS** is deleted in its entirety and replaced with the following:

A. We will pay on behalf of the insured those sums that the insured becomes legally obligated to pay as "damages" because of a "dental incident" in the course of interviewing for a position with a dental practice, clinic, hospital or other facility that provides "professional services", provided that no remuneration is demanded, expected or received by you.

All other term, conditions and exclusions of the policy remain the same.

_____
Authorized Signature

ENDORSEMENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 AM: forms a part of

Policy no.:

Issued to:

By:

WAIVER OF INSURED'S CONSENT TO SETTLE

This endorsement modifies insurance provided under the following:

PROFESSIONAL LIABILITY COVERAGE PART

Paragraph **C.** of Section **I. COVERAGE AGREEMENTS** is deleted in its entirety and replaced with the following:

C. We have the right to investigate, defend, and appoint an attorney to defend and settle any "suit" as we deem expedient.

All other terms, conditions and exclusions of the policy remain unchanged.

_____
Authorized Representative

ENDORSEMENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 AM: forms a part of

Policy no.:

Issued to:

By:

EXCLUSION OF SPECIFIED PATIENTS

This endorsement modifies insurance provided under the following:

PROFESSIONAL LIABILITY COVERAGE PART

This insurance does not apply to a “claim” made by or for the following patient(s) arising out of a “dental incident” which occurs during the time period specified:

Patient Name	Time Period	
	From	To

All other terms, conditions and exclusions of the policy remain unchanged.

_____
Authorized Representative

ENDORSEMENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 AM: forms a part of

Policy no.:

Issued to:

By:

SUPPLEMENTAL EXTENDED REPORTING PERIOD ENDORSEMENT (CLAIMS MADE)

This endorsement modifies insurance provided under the following:

PROFESSIONAL LIABILITY COVERAGE PART
EMPLOYMENT – RELATED PRACTICES LIABILITY COVERAGE FORM
MEDICAL WASTE DEFENSE EXPENSES REIMBURSEMENT COVERAGE PART
ERISA FIDUCIARY LIABILITY COVERAGE PART

In consideration of the payment of an additional premium of $_____, and in accordance with the following coverage parts marked with an "X":

_____ **SECTION VIII. EXTENDED REPORTING PERIOD,** of the Professional Liability Coverage Part

_____ **SECTION VI. EXTENDED REPORTING PERIOD,** of the Employment-Related Practices Liability Coverage Form

_____ **SECTION IV. EXTENDED REPORTING PERIOD,** of the Medical Waste Defense Expenses Reimbursement Coverage Part

_____ **SECTION V. EXTENDED REPORTING PERIOD**, of the ERISA Fiduciary Liability Coverage Part

a Supplemental Extended Reporting Period is provided.

The Supplemental Extended Reporting Period provides a period of unlimited duration during which you may report "claims" arising out of "dental incidents" which occurred after the Retroactive Date stated in the Declarations and prior to the end of the "policy period."

Any "claim" reported under the terms of this Supplemental Extended Reporting Period endorsement will be considered to have been made on the last day of the "policy period".

The Limits of Insurance that apply to "claims" made under the terms of this Supplemental Extended Reporting Period are the Limits of Insurance in effect at the end of the "policy period". The Limits of Insurance are not reinstated or increased for any "claim" first made and reported during the Supplemental Extended Reporting Period.

This endorsement will not take effect unless the additional premium for it is paid when due. If that premium is paid when due, this endorsement may not be cancelled.

All other terms, conditions and exclusions of the policy remain unchanged.

_____
Authorized Representative

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ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m. forms a part of

Policy No. issued to

By

DENTAL BOARD EXAMINATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

PROFESSIONAL LIABILITY COVERAGE PART

1. Paragraph **A.** of Section **I. COVERAGE AGREEMENTS** is deleted in its entirety and replaced with the following:

A. We will pay on behalf of the insured those sums that the insured becomes legally obligated to pay as “damages” because of a “dental incident” which occurs during a Dental Board Examination for certification and/or licensing as a dentist and during the “policy period

2. Paragraph **J.** of Section **II. EXCLUSIONS** is deleted in its entirety.

3. Paragraph **K.** of Section **VI. DEFINITIONS** is deleted in its entirety and replaced with the following:

K. “Professional services” means dental services provided to others by a person trained to perform those services during a Dental Board Examination.

All other terms, conditions and exclusions of the policy remain unchanged.

_____
Authorized Representative

ENDORSEMENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 AM: forms a part of

Policy no.:

Issued to:

By:

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

PROFESSIONAL LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
EMPLOYMENT – RELATED PRACTICES LIABILITY COVERAGE FORM
MEDICAL WASTE DEFENSE EXPENSES REIMBURSEMENT COVERAGE PART
ERISA FIDUCIARY LIABILITY COVERAGE PART

The **WHO IS AN INSURED** section is amended to include as an insured the person or entity shown in the Schedule below, but only with respect to their liability arising out of the conduct of your business

Schedule

All other terms, conditions and exclusions of the policy remain unchanged.

_____
Authorized Representative

ENDORSEMENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 AM: forms a part of

Policy no.:

Issued to:

By:

MILITARY SUSPENSION ENDORSEMENT
OCCURRENCE

This endorsement modifies insurance provided under the following:

PROFESSIONAL LIABILITY COVERAGE PART OCCURRENCE

The premium for this insurance is deferred commencing with the date, shown below, that you enter active duty in the United States military. You must provide us with written evidence of your call to duty.

Any premium payment due after the date of commencement shown below will be deferred for the period of time you are on active duty.

This policy will continue to provide coverage for a “dental incident” that occurred before the date of commencement or after the date of separation, subject to all other terms of the policy.

You must notify us in writing within 60 days of ceasing active duty. Notification must include a copy of your separation papers. Any premium payments previously deferred will be due. We will extend the “policy period” by the number of days you were on active military duty.

Date of Commencement of Active Military Duty:

All other terms, conditions and exclusions of the policy remain unchanged.

_____
Authorized Representative

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ENDORSEMENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 AM: forms a part of

Policy no.:

Issued to:

By:

MILITARY SUSPENSION ENDORSEMENT
(CLAIMS MADE)

This endorsement modifies insurance provided under the following:

PROFESSIONAL LIABILITY COVERAGE PART CLAIMS MADE

The premium for this insurance is deferred commencing with the date, shown below, that you enter active duty in the United States military. You must provide us with written evidence of your call to duty.

Any premium payment due after the date of commencement shown below will be deferred for the period of time you are on active duty.

This policy will continue to provide coverage for a “dental incident” that occurred before the date of commencement or after the date of separation, but after the retroactive date subject to all other terms of the policy.

You must notify us in writing within 60 days of ceasing active duty. Notification must include a copy of your separation papers. Any premium payments previously deferred will be due. We will extend the “policy period” by the number of days you were on active military duty.

Date of Commencement of Active Military Duty:

All other terms, conditions and exclusions of the policy remain unchanged.

_____
Authorized Representative

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ENDORSEMENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 AM: Forms a part of

Policy no.:

Issued to:

By:

DISABILITY OR LEAVE OF ABSENCE ENDORSEMENT

This endorsement modifies insurance provided under the following:

PROFESSIONAL LIABILITY COVERAGE PART

This insurance does not apply to a “dental incident” that:

1. involves the Named Insured(s) listed below; and

2. occurs during the Period of “disability or leave of absence” shown in the Schedule below.

“Disability or leave of absence” is defined as an injury, disease, medical condition or continuing education sabbatical that prevents a Named Insured from practicing dentistry, except in emergency situations.

SCHEDULE		
Named Insured	**Period of Disability or Leave of Absence From**	**To**

All other terms, conditions and exclusions of the policy remain unchanged.

Authorized Representative

ENDORSEMENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 AM: forms a part of

Policy no.:

Issued to:

By:

LOCUM TENENS ENDORSEMENT

This endorsement modifies insurance provided under the following:

PROFESSIONAL LIABILITY COVERAGE PART

The approved locum tenens dentist listed below is an insured under this policy for the effective period listed below.

Name of Locum Tenens: _____

Substituting for : _____
(Named Insured)

Effective Period: From _____ To _____

For the purposes of this endorsement, locum tenens means a dentist:

a. Who is temporarily serving as a relief or substitute for you; and

b. That we have agreed to include as an insured under this insurance.

All other terms, conditions and exclusions of the policy remain unchanged.

_____
Authorized Representative

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ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m. forms a part of

Policy No. issued to

by

SUPPLEMENTARY PAYMENTS AMENDMENT

This endorsement modifies insurance provided under the following:

PROFESSIONAL LIABILITY COVERAGE PART

The following item(s) marked with an "X" of Section **V. SUPPLEMENTARY PAYMENTS** are deleted in their entirety:

_____ Subparagraph **B. 1. Property Damage Coverage**

_____ Subparagraph **B. 2. License protection Coverage**

_____ Subparagraph **B. 3. Peer Review Committee Coverage**

_____ Subparagraph **B. 4. Medical Payments Coverage**

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

_____
Authorized Representative

ENDORSEMENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 AM: Forms a part of

Policy no.:

Issued to:

By:

FULL TIME PRACTICE ENDORSEMENT

This endorsement modifies insurance provided under the following:

PROFESSIONAL LIABILITY COVERAGE PART

The Named Insured listed below has increased the time they provide “professional services” to full time status:

Named Insured: _____

Additional Premium: $

All other terms, conditions and exclusions of the policy remain unchanged.

_____
Authorized Representative

ENDORSEMENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 AM: Forms a part of

Policy no.:

Issued to:

By:

PART TIME PRACTICE ENDORSEMENT

This endorsement modifies insurance provided under the following:

PROFESSIONAL LIABILITY COVERAGE PART

The Named Insured listed below has reduced the time they provide “professional services” to twenty (20) hours or less per week

Named Insured: _____

Return premium: $

All other terms, conditions and exclusions of the policy remain unchanged.

_____
Authorized Representative

ENDORSEMENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 AM: forms a part of

Policy no.:

Issued to:

By:

GENERAL ANESTHESIA ENDORSEMENT

This endorsement modifies insurance provided under the following:

PROFESSIONAL LIABILITY COVERAGE PART

Paragraph **I.** of Section **II. EXCLUSIONS** is deleted in its entirety and replaced with the following:

I. To a "dental incident" which involves the use of intravenous or intramuscular injections or "general anesthesia".

This exclusion does not apply:

1. When the intravenous or intramuscular injections or "general anesthesia" are administered by a licensed provider of anesthetic services, or

2. To the use of intravenous or intramuscular injections to render "conscious sedation" in emergency situations where a life threatening or potential permanent injury exists.

All other terms, conditions and exclusions of the policy remain unchanged.

_____
Authorized Representative

ENDORSEMENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 AM: forms a part of

Policy no.:

Issued to:

By:

WEIGHT MANAGEMENT EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

PROFESSIONAL LIABILITY COVERAGE PART

Paragraph **P.** of Section **II. EXCLUSIONS** is deleted in its entirety and replaced with the following:

P. To a “dental incident” arising out of the rendering or failure to render any service, treatment, advice or instruction for the purpose of weight management, appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy.

All other terms, conditions and exclusions of the policy remain unchanged.

_____
Authorized Representative

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m. forms a part of

Policy No. issued to

By

BILLING ERRORS AND OMISSIONS COVERAGE ENDORSEMENT FOR EXTENDED REPORTING PERIOD

NOTICE: THE LIMIT OF INSURANCE PROVIDED HEREIN IS IN ADDITION TO THE LIMITS OF INSURANCE FOR ALL OTHER COVERAGE UNDER THIS POLICY. HOWEVER, "BILLING DAMAGES" AND "CLAIM EXPENSES" REDUCE THE LIMITS OF INSURANCE PROVIDED HEREIN.

This endorsement modifies insurance provided under the following:

DENTISTS PROFESSIONAL LIABILITY COVERAGE PART

EXTENDED REPORTING PERIOD SCHEDULE

Supplemental Extended Reporting Period Premium $

In consideration of the payment of the premium amount shown above, a Supplemental Extended Reporting Period is provided for the coverage provided by this endorsement.

The Supplemental Extended Reporting Period provides a period of unlimited duration during which you may report "billing claims" which occurred after the Retroactive Date stated in the Declarations and prior to the end of the "policy period."

Any "billing claim" reported under the terms of this Supplemental Extended Reporting Period endorsement will be considered to have been made on the last day of the "policy period".

The Limits of Insurance that apply to "billing claims" made under the terms of this Supplemental Extended Reporting Period are the Limits of Insurance in effect at the end of the "policy period". The Limits of Insurance are not reinstated or increased for any "claim" first made and reported during the Supplemental Extended Reporting Period.

This endorsement will not take effect unless the additional premium for it is paid when due. If that premium is paid when due, this endorsement may not be cancelled.

I. The following is added to Section **I COVERAGE AGREEMENTS**

A. We will pay those sums the insured becomes legally obligated to pay as "billing damages" resulting from a "wrongful act" to which this insurance applies. We will have the right and duty to defend the insured against any "billing claim" seeking those "billing damages". However, we will have no duty to defend the insured against any "billing claim" seeking "billing damages" because of a "wrongful act" to which this insurance

does not apply. We may, at our discretion, investigate any incident that may result from a "wrongful act". We may, with your written consent, settle any "billing claim" that may result. But:

1. The amount we will pay for “billing damages” and "claim expenses" is limited as described in Section **IV** – Limit Of Insurance;

2. The coverage and duty to defend provided by this policy will end when we have used up the applicable limit of insurance for "claim expenses" or the payment of judgments or settlements.

B. This insurance applies to "wrongful acts" only if:

1. The "wrongful act" takes place in the "coverage territory";

2. The "wrongful act" did not commence before the Retroactive Date, if any, shown in the Declarations or after the end of the “policy period”; and

3. A "billing claim" against any insured for damages because of the "wrongful act" is first made during the policy period, in accordance with Paragraphs **C.** and **D.** below.

C. A "billing claim" will be deemed to have been made at the earlier of the following times:

1. When notice of such "billing claim", after being received by any insured, is reported to us in writing; or

2. When a “billing claim” against an insured is made directly to us in writing.

A "billing claim" received by the insured during the policy period and reported to us within 30 days after the end of the policy period will be considered to have been reported within the policy period. However, this 30 day grace period does not apply to "billing claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "billing claims".

D. If during the policy period you become aware of a "wrongful act" that may reasonably be expected to give rise to a "billing claim" against any insured, you must provide notice to us. If such notice is provided, then any "billing claim" subsequently made against any insured arising out of that "wrongful act" shall be deemed under this policy to be a claim made during the policy period in which the "wrongful act" was first reported to us.

II. The following is added to Section **II. EXCLUSIONS**:

This coverage provided by this endorsement does not apply to any “billing claim”:

A. Relating to a “dental incident”.

B. Arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

C. Based on or relating to the conduct of any corporation, partnership, partner, joint venture or any other business entity of which any insured is involved and which is not designated as an insured on this policy;

D. Relating to any profit or advantage gained by an insured to which he or she was not in fact entitled.

III. For the purposes of the coverage provided by this endorsement, Section **IV – LIMITS OF INSURANCE** is replaced with the following:

IV. LIMITS OF INSURANCE

A. The Limit of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

1. Insureds;

2. "Billing claims" made; or

3. Persons, organizations or government agencies making "billing claims".

B. The Limit of Insurance is the most we will pay for the sum of:

1. All “billing damages”; and

2. All "claim expenses"

because of all "wrongful acts" to which this insurance applies.

The Limit of Insurance of this Endorsement applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limit of Insurance.

IV. For the purposes of the coverage provided by this endorsement, the following definitions are added to Section **VI. DEFINITIONS**:

A. “Billing Claim” means:

1. a demand for money or services, brought by or on behalf of any “government entity” or commercial payor against the insured seeking “billing damages” for a “wrongful act”;

2. commencing an audit or investigation of a “wrongful act”; or

3. seeking injunctive relief on account of a “wrongful act”.

“Billing Claim” does not include:

1. any customary or routine audit/reconciliation conducted by or at the behest of a “government entity” or commercial payor; or

2. any criminal proceeding against an insured.

B. “Claim expenses” means:

1. reasonable and necessary fees charged by an attorney, chosen by us, or auditor chosen by the insured with our written consent; or

2. other reasonable and necessary fees, costs or expenses incurred in the investigation, adjustment, defense and appeal of a “billing claim” to which this endorsement applies if incurred by the insured with our written consent.

“Claim expenses” does not include:

1. remuneration, salaries, wages, overhead, fees or benefits of any insured;

2. any fees, costs, or expenses incurred with respect to any criminal proceedings or actions against any insured; or

3. the costs associated with the adoption and implementation of any corporate integrity agreement, compliance program or similar program regarding the insured’s business operations negotiated as part of a settlement with a “government entity” or commercial payor or by order of a “government entity”.

C. “Billing damages” means any monetary amount not exceeding the limit of liability applicable to this endorsement which the insured is legally obligated to pay as a result of a “billing claim”, including sums paid as awards, judgments, settlements and civil fines and penalties imposed by a “government entity”.

“Billing damages” does not include the return or restitution of fees, profits, charges or benefit payments to any commercial payor or governmental health benefit payor or program.

“Government entity” means:

1. any department, agency, task force or other organization created by any federal, state or local law, executive order, ordinance or rule; or

2. any department, agency, task force or other organization operated, funded or staffed, in whole or in part, by the federal or any state, county or local government.

D. "Wrongful act" means presenting, causing or allowing to be presented or being liable for the presentation of any actual or alleged erroneous "billing claim" by the insured to a commercial payor or government health benefit payor or program from which the insured seeks payment or reimbursement for "professional services" provided or prescribed by the insured.

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

_____
Authorized Representative

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m. **forms a part of**

Policy No. **issued to**

By

ARKANSAS EXTENDED REPORTING PERIOD ENDORSEMENT (CLAIMS MADE)

This endorsement modifies insurance provided under the following:

PROFESSIONAL LIABILITY COVERAGE PART
EMPLOYMENT RELATED PRACTICES LIABILITY COVERAGE FORM
MEDICAL WASTE DEFENSE EXPENSES REIMBURSEMENT COVERAGE PART
ERISA FIDUCIARY LIABILITY COVERAGE PART

The **EXTENDED REPORTING PERIOD** section is deleted in its entirety and replaced with the following:

A. We will provide one or more Extended Reporting Periods, as described below, if

1. This insurance is cancelled, non-renewed, or terminated either by us or by you for any reason; or

2. We renew or replace this Dentists Liability Insurance with insurance that:

a. Has a Retroactive Date later than the Retroactive Date shown in the Declarations of this insurance; or
b. Is not provided on a Claims Made basis; or
c. Offers coverage with lower limits, reduced coverage, a higher deductible, a new exclusion or other change that results in coverage less favorable to you.

If termination of coverage is for non-payment of premium, you will lose the right to purchase the Extended Reporting Period unless we receive, within sixty (60) days after the effective date of the termination of coverage, written acceptance of the Extended Reporting Period Endorsement and payment of the appropriate additional premium for the Extended Reporting Period Endorsement plus any premium for the policy period which is owed and has not yet been paid.

3. If coverage is terminated, we will notify you in writing within 30 days of its termination date of the Basic Extended Reporting Period coverage provided automatically as described below. We will also notify you of the availability of Supplemental Extended Reporting Period Coverage.

a. However, if we have provided claims made coverage to you for less than one year and we terminate coverage because of non-payment or fraud, we do not have to provide you with this notification.

b. If you choose to purchase Supplemental Extended Reporting Period coverage, you must provide us with your payment and written acceptance at the later of :

i. 60 days from the effective date of termination of coverage; or

ii. 60 days from the date we mail you notice of the availability of Extended Reporting Period coverage as described above.

B. The Extended Reporting Period provides an extended period of time to report “claims” covered by this policy, taking place on or after the Retroactive Date shown in the Declarations and prior to the end of the “policy period”.

The Extended Reporting Period does not change the coverage, extend the “policy period”, or reinstate or increase the Limits of Insurance. Once in effect, Extended Reporting Periods may not be cancelled.

The Extended Reporting Period does not apply to “claims” that are covered under any subsequent insurance you purchase which replaces this Dentists Liability Insurance in whole or part, or that would be covered but for the exhaustion of the amount of insurance applicable to such “claims”.

C. A Basic Extended Reporting Period is automatically provided without additional charge. The period begins at the end of the “policy period” and lasts for 60 days with respect to “claims” first made against the insured during the “policy period” but not previously reported to us.

D. A Supplemental Extended Reporting Period of unlimited duration is available, but only by endorsement and for an additional charge. This supplemental period begins at the end of the “policy period” and applies to “claims” first made against the insured during the Supplemental Extended Reporting Period.

The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due. We will determine the additional premium in accordance with our rules and rates. However, there will be no charge for the Supplemental Extended Reporting Period if, during the “policy period”, you:

1. Die;
2. Become totally and permanently disabled; or
3. Retire after age 50 and have been insured by “us” for five consecutive years.

All other terms, conditions and exclusions of the policy remain unchanged.

_____
Authorized Representative

ENDORSEMENT

This endorsement, effective at

forms part of

Policy no.: issued to:

By:

ARKANSAS AMENDATORY ENDORSEMENT
(Professional Liability, including Medical Malpractice)

Wherever used in this endorsement: 1) "Insurer" means the insurance company which issued this policy; and 2) "First Named Insured" and "Insured" mean the Named Corporation, Named Organization, Named Entity, Named Sponsor, Named Insured, or Insured stated in the declarations page; and 3) "Other Insured(s)" means all other persons or entities afforded coverage under the policy.

The following is added and supercedes any provision to the contrary:

A. CANCELLATION

If this policy has been in effect for more than sixty (60) days or is a renewal policy, the Insurer shall not cancel this policy unless such cancellation is based upon at least one (1) of the following reasons:

(a) Nonpayment of premium;

(b) Fraud or material misrepresentation made by or with the knowledge of the Insured or Other Insured(s) in obtaining the policy, continuing the policy or in presenting a claim under the policy;

(c) The occurrence of material change in the risk which substantially increases any hazard insured against after policy issuance;

(d) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against under the policy;

(e) Nonpayment of membership dues in those cases where the by-laws, agreements or other legal instruments of the Insurer issuing the policy require payment thereof as a condition of the issuance and maintenance of the policy; or

(f) A material violation of a material provision of the policy.

The Insurer may cancel this policy by mailing or delivering written notice stating the reason for cancellation to the First Named Insured and any lienholder or loss payee named in the policy at least:

a. Ten (10) days before the effective date of cancellation if cancellation is due to nonpayment of premium.

b. Twenty (20) days before the effective date of cancellation if cancellation is due to any other reason.

If cancellation is due to nonpayment of premium, notice should state the reason for cancellation.

B. NONRENEWAL

If the Insurer decides not to renew the policy, the Insurer shall mail written notice to the First Named Insured shown in the Declarations at least sixty (60) days before:

(a) its expiration date; or
(b) its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

However, the Insurer is not required to send this notice if nonrenewal is due to the Insured's failure to pay any premium required for renewal.

The Insurer will mail its notice to the First Named Insured's last known mailing address. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. NOTICE OF PREMIUM INCREASE

If the Insurer decides to increase current premium by twenty five percent (25%) or more upon renewal, the insurer shall notify the First Named Insured and agent prior to the effective date of the renewal.

Notice must be mailed or delivered to the First Named Insured's agent not less than sixty (60) days prior to the effective date of the renewal and to the First Named Insured not less than thirty (30) days prior to the effective date of renewal.

If notice is not given in the manner provided above, the Insurer shall extend the existing policy sixty (60) days from the date that such notice is mailed or delivered. The premium for the extended policy may not be more than the pro rata premium of the existing policy.

All other terms, conditions and exclusions remain unchanged.

_____
AUTHORIZED REPRESENTATIVE

Rate Information

Rate data does NOT apply to filing.

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty

Review Status: Withdrawn 06/24/2008

Comments:

Attachment:

PCTD Transmittal.pdf

Satisfied -Name: Arkansas Forms Listing

Review Status: Withdrawn 06/24/2008

Comments:

Attachment:

Dentist Form Listing for Filing Revised 5-12-08 (2).pdf

Satisfied -Name: Blacklines Dentists Professional Liability Coverage Part OCC and CM

Review Status: Withdrawn 06/24/2008

Comments:

Attachments:

Dentists PL Policy - Blackline copy CM.pdf

Dentists PL Policy - Blackline copy OCC.pdf

Satisfied -Name: ISO Forms Listing

Review Status: Withdrawn 06/24/2008

Comments:

Attachment:

ISO Forms Listing.pdf

Satisfied -Name: Arkansas Filing Memorandum

Review Status: Withdrawn 06/24/2008

SERFF Tracking Number:	*AGNY-125637270*	*State:*	*Arkansas*
Filing Company:	*National Union Fire Insurance Company of Pittsburgh, Pa.*	*State Tracking Number:*	*EFT $50*
Company Tracking Number:	*AIC-08-MP-06*		
TOI:	*05.0 Commercial Multi-Peril - Liability & Non-Liability*	*Sub-TOI:*	*05.0000 CMP Sub-TOI Combinations*
Product Name:	*Dentists Liability Program 018300000750*		
Project Name/Number:	*Dentists Liability Program/AIC-08-MP-06*		

Comments:

Attachment:

AR - Filing Memorandum.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:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
	h. Subject Codes	

3.	Group Name	Group NAIC #
	American International Group, Inc	012

4.	Company Name(s)	Domicile	NAIC #	FEIN #	State #
	National Union Fire Insurance Company of Pittsburgh, Pa.	PA	19445	25-0687550	

5.	Company Tracking Number	AIC-08-MP-06

Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Nicole Todini 175 Water Street, 17th Fl. New York, NY 10038	Manager, State Filings	(212) 458-6070	(212) 458 7077	Nicole.todini@aig.com

7.	Signature of authorized filer	Nicole Todini Digitally signed by Nicole Todini DN: cn=Nicole Todini, o, ou, email=nicole.todini@aig.com, c=US Date: 2008.05.13 16:53:27 -04'00'
8.	Please print name of authorized filer	Nicole Todini

Filing information (see General Instructions for descriptions of these fields)

9.	**Type of Insurance (TOI)**	5.0000 CMP			
10.	**Sub-Type of Insurance (Sub-TOI)**	05.0 CMP Liability and Non-Liability			
11.	**State Specific Product code(s)(if applicable)[See State Specific Requirements]**				
12.	**Company Program Title** (Marketing title)	Dentist Liability Program			
13.	**Filing Type**	[ ] Rate/Loss Cost [ ] Rules [ ] Rates/Rules [ ] Forms [**x**] Combination Rates/Rules/Forms [ ] Withdrawal[ ] Other (give description)			
14.	**Effective Date(s) Requested**	New:	July 14, 2008	Renewal:	July 14, 2008
15.	**Reference Filing?**	[ ] Yes [ ] No			
16.	**Reference Organization** (if applicable)				
17.	**Reference Organization # & Title**				
18.	**Company's Date of Filing**	May 13, 2008			
19.	**Status of filing in domicile**	[**x**] Not Filed [ ] Pending [ ] Authorized [ ] Disapproved			

Property & Casualty Transmittal Document—

20.	**This filing transmittal is part of Company Tracking #**	AIC-08-MP-06

21.	**Filing Description** [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

National Union Fire Insurance Company of Pittsburgh, Pa. has on file with your Department its Dentist Professional Liability Program (the "Program"). The rates and rules included in this filing are submitted to replace the rates and rules previously submitted for this Program.

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]

Check #: N/A payment will be issued by EFT via SERFF.
Amount:

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

DENTISTS LIABILITY
FORMS LISTING - 2008

	Form Title	Form No.	Form Type	New or Replacement	Form No. Being Replaced	Mandatory or Optional	Restricts, Broadens or Clarifies	Rate or Premium Impact	Description of Form
1	Dentists PL/GL Application	98945 (4/08)	A	New		Mandatory			
2	Dentists PL/GL Renewal Application	98946 (4/08)	A	New		Mandatory			
3	Dentist Liability Declarations Page	98944 (4/08)	D	New		Mandatory			
4	Dentists Professional Liability Coverage Part OCC	98947 (4/08)	P	Replacement	86021 (6/04)	Mandatory			
5	Dentists Professional Liability Coverage Part CM	98948 (4/08)	P	Replacement	86020 (6/04)	Mandatory			
6	Oral and Maxillofacial Surgeon Application Supplement	98949 (4/08)	A	New		Optional			
7	Billing Errors and Omissions Coverage Endorsement	98950 (4/08)	E	New		Optional	Broadens	Yes	Provides a separate limit of coverage for wrongful acts of billing claims in which a government entity or commercial payor seeks payment or reimbursement.
8	ERISA Fiduciary Liability Coverage Part	98951 (4/08)	P	New		Optional	Broadens	Yes	Provides coverage for insureds breach of responsibility as a fiduciary of the benefit plan under ERISA
9	Medical Waste Defense Expenses Reimbursement Coverage Part - CM	98952 (4/08)	O	New		Optional	Broadens	Yes	Coverage can be purchased with professional liabiltiy or as a part of a package policy. Provides reimbursement of defense expenses because of a civil suit alleging violation of law for disposal of medical waste.
10	Medical Waste Defense Expenses Reimbursement Coverage Part - OCC	98953 (4/08)	O	New		Optional	Broadens	Yes	Coverage can be purchased with professional liabiltiy or as a part of a package policy. Provides reimbursement of defense expenses because of a civil suit alleging violation of law for disposal of medical waste.
11	Other Coverage Parts Exclusion Endorsement	98954 (4/08)	E	New		Optional	Clarifies	No	Applies over entire PL / GL policy. Intent is to ensure that a claim can not be brought under more than one coverage part of the policy.
12	Employee Benefits Liability Endorsement - OCC	98955 (4/08)	E	New		Optional	Broadens	Yes	Provides coverage if the Insured is negligent in the administration of an employee benefit program.
13	Hired Auto and Non Owned Auto Liability - OCC	98956 (4/08)	E	New		Optional	Broadens	Yes	Provides coverage for Hired and non-owned autos on an occurrence basis under the policy.
14	Additional Insured Endorsement - Lessors of Premises & Lessors of Leased Equipment	98974 (4/08)	E	New		Optional	Broadens	Yes	Extends coverage to Lessors of Premises and Lessors of Leased Equipment
15	Certificate of Insurance for Dental Board Exam	98975 (4/08)	O	New		Optional	Broadens	Yes	Extends coverage to graduate of dental school while taking practical portion of Board Exam
16	Policy Change Endorsement	98976 (4/08)	E	New		Optional	Clarifies	Yes	Allows corrections/amendments to be made to the Declarations Page
17	Forms Schedule	98977 (4/08)	O	New		Mandatory	Clarifies	No	Allows all Endorsements and Coverage Parts to be listed when the policy is issued
18	Schedule of Named Insureds	98978 (4/08)	E	New		Optional	Broadens	Yes	Allows the Addition of an additional Dentist to the policy
19	Amendment to the Schedule of Named Insureds	98979 (4/08)	E	New		Optional	Clarifies	Yes	Allows additions or deletions of dentists as Named Insureds
20	Schedule of Terminated Dentists	98980 (4/08)	E	New		Optional	Restricts	Yes	Terminates Coverage for Dentists leaving a group policy
21	Schedule of Locations	98981 (4/08)	E	New		Optional	Clarifies	No	Allows listing of Covered Locations
22	Amendment to Schedule of Locations	98982 (4/08)	E	New		Optional	Clarifies	Yes	Allows the addition or deletion of a Scheduled Location

DENTISTS LIABILITY
FORMS LISTING - 2008

	Form Title	Form No.	Form Type	New or Replacement	Form No. Being Replaced	Mandatory or Optional	Restricts, Broadens or Clarifies	Rate or Premium Impact	Description of Form
23	Deductible Liability Endorsement	98983 (4/08)	E	New		Optional	Clarifies	Yes	Clarifies how the deductible provision applies to limits
24	New Dentist Interview Coverage Endorsement - CM	98984 (4/08)	E	New		Optional	Clarifies	Yes	Amends coverage to cover licensed Dentist while interviewing for a job
25	New Dentist Interview Coverage Endorsement - OCC	98985 (4/08)	E	New		Optional	Clarifies	Yes	Amends coverage to cover licensed Dentist while interviewing for a job
26	Waiver of Insured's Consent to Settle	86029 (4/08) *	E	Replacement	86029 (6/04)	Optional	Restricts	Yes	Allows the insured to purchase a lower level of coverage
27	Exclusion of Specified Patients	86030 (4/08) *	E	Replacement	86030 (6/04)	Optional	Restricts	No	Limits coverage for excluded patients
28	Supplemental Extended Reporting Period Endorsement	86034 (4/08) *	E	Replacement	86034 (6/04)	Optional	Broadens	Yes	Broadens coverage to allow reporting of claims after the end of a policy period
29	Dental Board Examination Coverage	83036 (4/08) *	E	Replacement	86036 (6/04)	Optional	Clarifies	No	Amends Coverage to cover Students during practical portion of Dental Board Exam
30	Additional Insured Endorsement	86037 (4/08) *	E	Replacement	86037 (6/04)	Optional	Broadens	Yes	Allows broadening of coverage to include an Additional Insured
31	Military Suspension Endorsement - Occurrence	86038 (4/08) *	E	Replacement	86038 (6/04)	Optional	Restricts	Yes	Suspends coverage while on Military assignment
32	Military Suspension Endorsement - Claims Made	86039 (4/08) *	E	Replacement	86039 (6/04)	Optional	Restricts	Yes	Suspends coverage while on Military assignment
33	Disability or Leave of Absence Endorsement	86040 (4/08)	E	Replacement	86040 (6/04)	Optional	Restricts	Yes	Suspends coverage while disabled or on leave of absence
34	Locum Tenems Endorsement	86041 (4/08) *	E	Replacement	86041 (6/04)	Optional	Broadens	Yes	Allows coverage for a temporary Dentist filling in during the absence of a Named Insured Dentist
35	Supplementary Payments Amendment	86044 (4/08) *	E	Replacement	86044 (6/04)	Optional	Broadens	Yes	Allows the Addition of additional coverage parts to the policy
36	Full Time Practice Endorsement	99203 (5/08)	E	New		Optional	Broadens	Yes	Allows coverage for returning to full practice.
37	Part Time Practice Endorsement	99204 (5/08)	E	New		Optional	Broadens	Yes	Allows coverage for a reduced work load.
38	General Anesthesia Endorsement	99205 (5/08)	E	New		Mandatory	Broadens	Yes	Amends coverage to provide for insured administering anesthesia.
39	Weight management Exclusion Endorsement	99206 (5/08)	E	New		Optional	Restricts	Yes	Limits coverage for treatment involving weight management
40	Billing E&O Extended Reporting Period Endorsement	99207 (5/08)	E	New		Optional	Broadens	Yes	Broadens coverage to allow reporting of claims after the end of a policy period.
41	Arkansas Extended Reporting Period - CM	91899 (4/08) *	E	Replacement	91899 (12/06)	Mandatory	Broadens	Yes	**
42	Arkansas Amendatory Endorsement CNR	83675 (11/03)	E	New		Mandatory	Clarifies	Yes	Amends to compy with state regulations
			A = Application					Yes or No	
			D = Declarations						
			E = Endorsement						
			P = Policy						
			O = Other (Please explain)						
	* Replacement forms were revised to match current coverage parts language and section references. No coverage changes to compare.								
	** State Specific Forms respond to state's regulatory requirements by revising various policy provisions and endorsements.								

AIG NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA
2704 Commerce Drive, Suite B., Harrisburg, PA 17110
ADMINISTRATIVE OFFICES: 70 Pine Street, New York, NY 10270
(A Capital Stock Insurance Company)

DENTISTS LIABILITY

PROFESSIONAL LIABILITY ~~INSURANCE~~COVERAGE PART

CLAIMS MADE ~~COVERAGE~~

THIS POLICY PROVIDES CLAIMS MADE COVERAGE. THE RETROACTIVE DATE FOR YOUR CLAIMS MADE COVERAGE IS THE FIRST EFFECTIVE DATE OF COVERAGE WITH US, UNLESS WE MUTUALLY AGREE ON A DIFFERENT DATE. THERE IS NO COVERAGE FOR INCIDENTS, OCCURRENCES OR ALLEGED WRONGFUL ACTS THAT TOOK PLACE PRIOR TO THE RETROACTIVE DATE STATED IN YOUR POLICY.

DURING THEIR INITIAL YEARS, CLAIMS MADE POLICIES GENERALLY CHARGE LOWER RATES THAN OCCURRENCE POLICIES. RATES FOR CLAIMS MADE POLICIES WILL INCREASE OVER TIME. YOU MAY SEE SUBSTANTIAL INCREASES, INDEPENDENT OF OVERALL RATE INCREASES, UNTIL THE CLAIMS MADE RELATIONSHIP REACHES MATURITY.

THIS POLICY WILL COVER ONLY CLAIMS ACTUALLY MADE AGAINST YOU, OR DENTAL INCIDENTS PROPERLY REPORTED TO US, WHILE THE POLICY REMAINS IN EFFECT. ALL COVERAGE UNDER THE POLICY CEASES UPON THE POLICY'S TERMINATION, EXCEPT FOR BASIC EXTENDED REPORTING PERIOD COVERAGE. YOU MAY ALSO PURCHASE, FOR AN ADDITIONAL CHARGE, SUPPLEMENTAL EXTENDED REPORTING PERIOD COVERAGE.

THE LENGTH OF BASIC EXTENDED REPORTING PERIOD COVERAGE IS SIXTY (60) DAYS FOR CLAIMS NOT PREVIOUSLY REPORTED TO US.

SUPPLEMENTAL EXTENDED REPORTING PERIOD COVERAGE MAY BE PURCHASED BY ENDORSEMENT FOR A PERIOD OF UNLIMITED DURATION. ~~THE PREMIUM CHARGE IS DISPLAYED ON YOUR POLICY DECLARATIONS.~~

In consideration of the payment of the premium and in reliance on all statements made and information furnished to us in the Application, ~~which is attached to and becomes part of this Policy,~~ we agree to this Policy as a contract with you.

Throughout this Policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **III. WHO IS AN INSURED**.

Other words and phrases that are enclosed in quotations have special meaning. Refer to SECTION **VI. DEFINITIONS.**

I. COVERAGE AGREEMENTS

A. ~~A.~~ We will pay on behalf of the insured those sums that the insured becomes legally obligated to pay as "damages" because ~~of "bodily injury" arising out~~ of a "dental incident", provided that:

1. The "dental incident" occurs on or after the Retroactive Date shown in the Declarations and prior to the end of the "policy period" ; and

2. The "claim" for "damages"~~ because of "bodily injury"~~ is first made against any insured, in writing, ~~in accordance with Paragraph 3. below,~~ during the "policy period" or any Extended Reporting Period we provide under Section VIII~~–~~. Extended Reporting Period ~~Option~~.

~~3. A claim by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:~~

~~a. When notice of such claim is received and recorded by any insured or by us, whichever comes first; or~~

~~b. When we make a settlement in accordance with Paragraph A above.~~

B. We have the right and duty to defend the insured against any "claim" to which this insurance applies, even if the allegations in such "claim" are groundless, false, or fraudulent. However, we have no duty to defend the insured against any "claim" to which this insurance does not apply.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Section **V. SUPPLEMENTARY PAYMENTS**.

C. We ~~may solicit settlement offers on any "claim". No offer to settle a "claim" will be accepted unless we have the insured's consent. However, if the insured withholds consent to a settlement that we find to be reasonable and that is acceptable to the claimant, we may request that the matter be arbitrated by the National Society of Dental Practitioners or another local arbitrator by agreement between you and us. The arbitrator will decide whether consent has been unreasonably withheld. The arbitrator's decision will be binding. If the arbitrator rules in our favor, the ruling will be deemed to be your consent where permitted by law. Each party will pay incurred expenses, except we will bear the expense of the arbitrator.~~ have the right to investigate, defend, and appoint an attorney to defend any "suit" as we deem expedient. However, we will not settle any "claim" or "suit" without the consent of the designated representative of the first Named Insured. Such consent may not be unreasonably withheld.

D. ~~D.~~ The amount we will pay for "damages" is limited as described in Section **IV. LIMITS OF INSURANCE**. We will not be obligated to defend any "claim" after the Limits of Insurance have been exhausted by the payment of judgments or settlements.

E. This insurance applies to "damages" ~~because of "bodily injury"~~ arising out of a "dental incident" that occurs anywhere in the world, provided that the "claim" is brought within the United States of America, its territories or possessions, Puerto Rico, or Canada.

~~F. A "claim" for "damages" arising out of one or a series of related "dental incidents" to the same person, including "damages" claimed by any person or organization for care, loss of services, or death resulting at any time from "bodily injury", will be considered a single "claim" and be deemed to have been made at the time the first such "claim" is made against any insured. If the first such "claim" is made prior to the effective date of this policy, this insurance will not apply to that "claim" nor to any subsequent related "claim" made during this "policy period" or reported during any applicable Extended Reporting Period.~~

II. EXCLUSIONS

This insurance does not apply:

A. ~~a. To "bodily injury" arising out of~~To a "dental incident" which occurred prior to the inception date of this policy if an insured knew, or reasonably should have known, that the "dental incident" could result in, or had already resulted in, a "claim".

B. ~~b. To "bodily injury~~To a "dental incident" arising out of any dishonest, fraudulent, criminal, or knowingly wrongful act, error, or omission committed by or at the direction of any insured.

~~c. To actual, alleged or threatened sexual abuse, sexual molestation or~~

C. To any sexual act, including without limitation sexual intimacy (even if consensual), sexual contact, sexual advances, requests for sexual favors, sexual molestation, sexual assault, sexual abuse, sexual harassment, sexual exploitation ~~including, but not limited to, any verbal or non-verbal communication, behavior or conduct, whether intentional or not~~or other verbal or physical conduct of a sexual nature. However, this exclusion does not apply to:

~~(1) By any insured, including the negligent employment, training, investigation, supervision, reporting to proper authorities or failure to report, or retention of a person for whom any insured is or ever was legally responsible, or~~

~~(2) Of any person while they are receiving services from, or are in the care of, any insured for any reason.~~

1. Any specific individual insured who allegedly committed such sexual misconduct, unless it is judicially determined that the specific individual insured committed the sexual misconduct. If it is judicially determined that the specific individual insured committed the sexual misconduct we will not pay any "damages".

2. Any other insured, unless that insured:

a. Knew or should have known about the sexual misconduct allegedly committed by the specific individual insured, but failed to prevent or stop it; or

b. Knew or should have known that the specific individual insured who allegedly committed the sexual misconduct had a prior history of such sexual misconduct.

We will defend "claims" alleging such acts until final adjudication.

As used in this exclusion, specific individual insured includes employees and authorized volunteer workers while performing duties related to the conduct of your business.

D. To the following:

1. "Bodily injury" to an employee of yours arising out of and in the course of:

a. Employment by you; or

b. While performing duties related to the conduct of your business; or

2. "Claims" or "suits" by a spouse, child, parent, grandparent, brother, or sister of that employee as a consequence of Subparagraph **D.1.**, above.

This exclusion applies:

1. Whether you may be liable as an employer or in any other capacity; and

~~d. To "bodily injury" to your employee arising out of and in the course of employment by you or to~~**2.** To any obligation to share "damages" with or repay someone else who must pay "damages" because of ~~such "bodily~~the injury~~"~~.

E. ~~e.~~ To any obligation of the insured under any workers' compensation, unemployment compensation or disability benefits law or under any similar law.

~~f. To "bodily injury" arising out of libel, slander, invasion of any right of privacy, false imprisonment, discrimination and/or violation of the Health Insurance Portability or Accountability Act.~~

~~g. To any actual or alleged wrongful hiring or employment practice, humiliation, harassment, misconduct or discrimination of any kind by any insured, based on factors including but not limited~~

~~to race, color, creed, national origin, physical or other disability, marital status, age, gender or sexual orientation. This includes creation of a work environment that is intimidating, hostile or offensive.~~

F. To the refusal to employ, termination of employment, coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, or other practices or policies related to employment or professional privileges.

This exclusion does not apply to services by any person as a member of your formal accreditation, standards review or similar professional board or committee otherwise covered by this Policy.

G. ~~h. To the~~Any liability ~~of others assumed by an insured~~you assume under any contract or agreement.

This exclusion does not apply to:

1. Liability that you would have in the absence of a contract or agreement;

2. Liability you assume in a written contract with:

a. A Health Maintenance Organization;

b. A Preferred Provider Organization;

c. An Independent Practice Association; or

d. Any other similar organization;

but only for such liability as is attributable to an insured's alleged negligence arising out of "professional services"; or

3. A warranty of fitness or quality of any therapeutic agents or supplies an insured has furnished or supplied in connection with treatment that has been performed.

H. ~~i.~~ To ~~"bodily injury~~any "claim" for which any insured may be held liable as a proprietor, administrator, officer, stockholder, or member of the board of directors, trustees or governors of any hospital, sanitarium, clinic with bed and board facilities, nursing home, laboratory or other enterprise not named in the Declarations.

I. ~~j.~~ To a "dental incident" which involves the use of intravenous or intramuscular injections or "general anesthesia".

This exclusion does not apply:

~~(1)~~**1.** When the intravenous or intramuscular injections or "general anesthesia" are administered by a licensed provider of anesthetic services, other than the insured; or

~~(2)~~**2.** To the use of intravenous or intramuscular injections to render "conscious sedation" in emergency situations where a life threatening or potential permanent injury exists.

J. ~~k. To "bodily injury" arising out of the use, quantities and/or qualities of Sargenti Paste.~~

~~l. To "bodily injury" arising out of the administration of chloral hydrate; or to "bodily injury" arising out of the administration of Halcion, Triazolam or other hypnotic drugs to produce an unconscious state.~~

~~m. To "bodily injury" arising out of~~ a "dental incident" which occurs while an insured's professional license as required by law is suspended, expired, canceled, revoked, or otherwise invalid.

K. ~~n.~~ To ~~"bodily injury~~a "dental incident" arising out of the prescribing or dispensing of any drugs, pharmaceuticals, or controlled substances ~~by anyone without the appropriate license, registration or certification.~~;

1. By anyone without the appropriate license, registration or certification; or

2. ~~o. To "bodily injury" arising out of the prescribing or dispensing of any drugs, pharmaceuticals, or controlled substances that~~That are not approved for use in the treatment of human beings by the United States Food and Drug Administration.

~~p. To "bodily injury" arising out of the use of x-ray apparatus for therapeutic treatment.~~

L. ~~q.~~ To ~~"bodily injury~~a "dental incident" arising from an insured's actions while on active duty in the United States Military Service or Reserve, National Guard unit and/or Public Health Service.

M. ~~r.~~ Resulting in any "damages", in whole or in part for any of the following:

1. ~~(1)~~ The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time;

2. ~~(2)~~ Any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

3. ~~(3)~~ Any "claim" or "suit" by or on behalf of a government authority for "damages" because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

~~s. Nuclear Exclusion~~

N. To nuclear fission, nuclear fusion or radioactive contamination.

~~1. This insurance does not apply:~~ This exclusion does not apply to "professional services" arising out of the practice of Nuclear Medicine.

~~A. Under any Liability coverage, to "bodily injury" or "property damage":~~

~~1) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or~~

~~2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.~~

~~B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.~~

~~C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material", if:~~

~~1) The "nuclear material" a) is at any "nuclear facility" owned by, or operated by or on behalf of, an insured or b) has been discharged or dispersed therefrom;~~

~~2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or~~

~~3) The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion 3) applies only to "property damage" to such "nuclear facility" and any property thereat.~~

~~2. As used in this exclusion:~~

~~"hazardous properties" include radioactive, toxic or explosive properties.~~

~~"nuclear material" means "source material", "special nuclear material" or "by-product material".~~

~~"source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.~~

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

~~"waste" means any waste material a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".~~

~~"nuclear facility" means:~~

~~a. Any "nuclear reactor";~~

~~b. Any equipment or device designed or used for 1) separating the isotopes of uranium or plutonium, 2) processing or utilizing "spent fuel", or 3) handling, processing or packaging "waste";~~

~~c. Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;~~

~~d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";~~

~~and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.~~

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

O. ~~t.~~ To ~~"bodily injury~~a "dental incident" expected or intended by any insured or by any person for whose acts, errors or omissions an insured may be held liable.

P. ~~u.~~ To ~~"bodily injury~~a "dental incident" arising out of the rendering or failure to render any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy.

III. WHO IS AN INSURED

A. ~~a.~~ If you are ~~designated~~ shown in the Declarations as:

1. ~~(1)~~ An individual dentist, you and your spouse are ~~an insured~~insureds, but only with respect to the conduct of your "dental business";

2. ~~(2)~~ A partnership or joint venture, you, your members and your partners and their spouses are insureds, but only with respect to the conduct of your "dental business";

3. ~~(3)~~ A limited liability company, you and your members are insureds, but only with respect to the conduct of your dental business;

4. ~~(4)~~ A "dental corporation" or an organization other than a partnership, joint venture, or limited liability company, you are an insured but only with respect to the conduct of your "dental business". Your executive officers, directors and shareholders are insureds, but only with respect to the conduct of your "dental business".

B. ~~b.~~ Each of the following is also an insured:

1. ~~(1)~~ Your employees, other than executive officers, employed dentists, physicians, other medical doctors or nurse anesthetists, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your "dental business"; and

2. ~~(2)~~ Temporary substitute dentists (locum tenens), but only for a "dental incident" which occurred while working on your behalf and then only if you have notified us and received our approval to add the locum tenens dentist by endorsement prior to the "dental incident".

3. Any licensed dental hygienist with whom you have contracted to provide dental services in connection with your dental practice, but only for acts, errors or omissions committed while acting within the course of his or her duties.

4. Any insured while providing "professional services" as a Good Samaritan away from your premises in sudden or unforeseen emergencies outside the scope of his or her patient care duties for you, provided that, no remuneration is demanded, expected or received.

No person, "dental corporation" or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

IV. LIMITS OF INSURANCE

~~a. Each Dental Incident:~~

A. Subject to ~~b~~**B.** below, and regardless of the number of ~~insureds or~~ "claims" made or "suits" brought, the most we will pay for "damages" ~~for all "bodily injury"~~ arising out of any one "dental incident" is the Limit of Insurance stated in the Declarations ~~as applicable to Each Dental Incident~~. This limit shall apply separately:

~~b. Aggregate:~~

1. To each individual dentist shown as a Named Insured in the Declarations as stated in Subparagraph **A.1.** of **Section III., WHO IS AN INSURED**; and

2. To all Named Insureds and all additional insureds collectively, other than those subject to paragraph **1.**, above. This limit applies regardless of the number of insureds under the policy.

B. The most we will pay for the sum of all "damages" ~~because of "bodily injury~~" to which this insurance applies is the Limit of Insurance shown in the Declarations as Aggregate.

C. ~~c.~~ The Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than twelve months, starting with the beginning of the "policy period" shown in the Declarations, unless the "policy period" is extended after issuance for an additional period of less than twelve months. In that case, the additional period will be considered part of the last preceding period for purposes of determining the Limits of Insurance.

~~d. If this coverage form and any other coverage form or policy issued by us to an insured apply to the same "dental incident", then the maximum aggregate limit of insurance under all applicable coverage forms or policies issued by us shall not exceed the highest applicable limit of insurance under any one coverage form or policy.~~

D. Subject to Paragraphs **A. B.**, and **C.** above, all "claims" arising from one "medical incident" or a series of related "medical incidents" to any one person shall be deemed to have occurred at the time of the first "medical incident" regardless of the number of claimants, or the number of insureds against whom such claims are made.

V. SUPPLEMENTARY PAYMENTS

A. ~~A.~~ We will pay, with respect to any "claim" we investigate or settle or any "suit" against an insured we defend:

1. All expenses we incur, all costs taxed against the insured in the "suit", and all interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court that part of the judgment which does not exceed the applicable Limit of Insurance.

2. The cost of appeal bonds required in any such "suit"~~,~~ and the cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.

3. Reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of any "claim" or "suit", including actual loss of earnings up to $500 per day for the insured's attendance at hearings or trials.

These payments will not reduce the Limits of Insurance.

B. Subject to the terms and limits listed in each paragraph below, we will provide the following coverages in addition to the Limits of Insurance:

~~**1. Good Samaritan Coverage**~~

~~a. We will pay for "claims" arising out of voluntary emergency treatment, other than "professional services", provided by you at the scene of an accident or other emergency located outside of a hospital or other medical facility having proper and necessary medical equipment, provided that:~~

~~(1) The emergency treatment is rendered after the Retroactive Date shown in the Declarations and prior to the end of the "policy period"; and~~

~~(2) The "claim" is made during the "policy period" or any Extended Reporting Period we provide as described in Section **VIII. EXTENDED REPORTING PERIOD**.~~

~~b. The most we will pay under this coverage is $10,000 for all "damages" and expenses, regardless of the number of persons injured or the number of "claims" made.~~

1. ~~2.~~ **Property Damage Coverage**

a. We will reimburse your patient for "property damage" sustained while on your office premises for the purpose of receiving "professional services", provided that:

(1) The "property damage" occurs during the "policy period"; and

(2) You report the "property damage" to us as soon as practicable during the "policy period" or any Extended Reporting Period we provide as described in Section **VIII. EXTENDED REPORTING PERIOD**.

b. The most we will pay under this coverage ~~is $500~~ per "property damage" incident is the amount shown in the Declarations.

~~**3. Medical Payments Coverage**~~

~~**a.** We will pay for reasonable and necessary medical expenses arising out of "bodily injury" to your patient while on your premises for the purpose of receiving "professional services" provided that:~~

~~**(1)** The expenses are incurred and reported to us within one year of the date of the "bodily injury"; and~~

~~**(2)** The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.~~

~~**b.** We will make these payments, regardless of fault, up to a maximum limit of $1,000 per injured person and $10,000 in total for the "policy period". We will pay reasonable expenses for:~~

~~**(1)** First aid at the time of "bodily injury";~~

~~**(2)** Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and~~

~~**(3)** Necessary ambulance, hospital, professional nursing and funeral services.~~

~~c. We will not pay you under Medical Payments Coverage for dental services required to correct "professional services" provided by the insured.~~

2. ~~**4.**~~ **License Protection Coverage**

a. We will pay for reasonable legal expenses incurred by us to defend you in a proceeding brought by a state licensing board or governmental body. The proceeding must be related to a "dental incident" otherwise covered by this insurance.

b. You must provide us with written notice of the proceeding as soon as practicable.

c. The most we will pay under this coverage is ~~$50,000.~~the amount shown in the Declarations.

3. ~~5.~~ **Peer Review Committee Coverage**

a. We will pay for reasonable legal expenses incurred by us to investigate and defend a legal action brought against you arising out of your service on a peer review committee, utilization review committee, or similar committee associated with a Health Maintenance Organization (HMO), Preferred Provider Organization (PPO), Independent Practice Association (IPA), or American Dental Association and/or its components provided that:

(1) The service on the committee occurred after the Retroactive Date shown in the Declarations and prior to the end of the "policy period"; and

(2) We receive notice of the legal action as soon as practicable during the "policy period" or any Extended Reporting Period we provide as described in Section **VIII. EXTENDED REPORTING PERIOD**.

b. The most we will pay under this coverage is ~~$50,000.~~the amount shown in the Declarations.

4. **Medical Payments Coverage**

a. We will pay for reasonable and necessary medical expenses arising out of a "dental incident" to your patient while on your premises for the purpose of receiving "professional services".

b. We will pay up to the maximum limit per injured patient and the total limit for the "policy period" shown in the Declarations. We will pay reasonable expenses for:

1. First aid at the time of the "dental injury";

2. Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

3. Necessary ambulance, hospital professional nursing and funeral services.

VI. DEFINITIONS

A. "Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

B. "Claim" means a "suit" or demand made by or for the injured person for "damages~~" because of alleged "bodily injury~~" to which this insurance applies.

C. "Conscious sedation" means a minimally depressed level of consciousness that retains the patient's ability to independently and continuously maintain an airway and respond appropriately to physical stimulation and verbal command, produced by a pharmacologic or non-pharmacologic method, or a combination thereof. For purposes of this insurance, the use of nitrous oxide/oxygen and/or oral pre-medication, used in an accepted therapeutic dose to induce a sedative effect or to reduce anxiety, is not considered "conscious sedation".

D. "Damages" means all the sums that the insured becomes legally obligated to pay. Damages do not include:

1. Administrative, civil or criminal penalties, fines or sanctions;

2. Payment for "professional services", including the waiver, return, withdrawal or reduction of fees paid to the insured or payment by the insured of fees for "professional services" provided by others; or

3. Punitive or exemplary damages.

E. "Dental business" means operations or activities on premises used by you in the practice of your dental profession. "Dental business" includes operations necessary or incidental to those premises.

F. "Dental corporation" means a professional service corporation organized under the corporation law of your state for the purpose of performing "professional services".

G. "Dental incident" means any act, error or omission in the rendering of or failure to render "professional services" by:

1. An insured; or

2. Any person for whose acts, errors or omissions you are held legally liable.

~~Any such act, error or omission together with all related acts, errors or omissions in the furnishing of "professional services" to any one person will be considered one "dental incident".~~

H. "General anesthesia" includes deep sedation and means a controlled state of depressed consciousness or unconsciousness, accompanied by partial or complete loss of protective reflexes, including inability to independently maintain an airway and respond purposefully to physical stimulation or verbal command, produced by a pharmacologic or non-pharmacologic method, or combination thereof.

I. "Policy period" means the period starting on the effective date of this policy as shown in the Declarations. This period ends on the earlier of the expiration date shown in the Declarations or on the effective date of cancellation of this policy.

J. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, lead, asbestos, acids, alkalis, chemicals, mercury and waste. Waste includes, but is not limited to, materials to be recycled, reconditioned or reclaimed, and liquid or solid material carried off with groundwater in sewers or drains;

K. "Professional services" means dental services provided to others by a person trained and qualified to perform those services pursuant to a valid and unrestricted dental, dental hygiene, or dental assisting certificate or license. ~~"Professional~~Such services~~" do not include participation by any person in the third party approval or denial of dental or other healthcare benefits or as a consultant.~~ include service as:

1. An officer or member of any committee of the American Dental Association or any of its committees or societies;

2. An officer or member of a formal accreditation, standards review or other professional board or committee related to a professional dental society or a hospital;

3. A consultant, including a consultant to an organization which provides or administrates dental service payment plans.

4. An expert witness while giving testimony under oath.

5. The performance of or failure to perform autopsies.

"Professional Services" also include the writing of books, papers and articles on the technical aspects of a professional dentistry practice, if they are published or distributed by a recognized technical or professional publisher.

L. "Property damage" means partial or total physical injury to tangible property, including resulting loss of use of that property. "Property damage" also means loss of use of tangible property that is not physically injured. "Property damage" includes all forms of radioactive contamination of property.

M. "Suit" means a civil proceeding in which "damages" ~~because of "bodily injury"~~ to which this insurance applies are alleged. "Suit" includes:

1. ~~a.~~ An arbitration proceeding in which such "damages" are claimed and to which the insured must submit or does submit with our consent; or

2. ~~b.~~ Any other alternative dispute resolution proceeding in which such "damages" are claimed and to which the insured submits with our consent.

VII. CONDITIONS

A. ~~A.~~ **Duties In The Event Of A "Dental Incident", "Claim", Or "Suit"**

1. ~~1. If an insured becomes~~If during the "policy period", the first Named Insured shall become aware of a~~any~~ "dental incident" which may ~~result in a "claim", you~~reasonably be expected to give rise to a "claim" being made against any insured, the first Named Insured must notify us in writing as soon as practicable. To the extent possible, notice should include:

a. How, when, and where the "dental incident" took place;

~~a.~~ **b.** The ~~identity~~names and addresses of any injured persons and witnesses ~~as well as a complete and detailed description of the "dental incident" and actual or alleged "bodily injury"~~; and

~~b. The date on which the alleged "dental incident" took place and the circumstances by which the insured first became aware of the "dental incident".~~

c. The nature and location of any injury or damage arising out of the "dental incident".

Any ~~subsequent~~ "claim" arising out of such "dental incident" which is subsequently made against ~~an insured arising out of a "dental incident" as~~any insured and reported ~~above will~~to us, shall be considered ~~to have been first made at the time the written report of the "dental incident" was made.~~first made at the time such notice was given to us.

Receipt by us of an incident report, including but not limited to variance reports, will not be considered a claim to us.

Any observance or reporting to the first Named Insured by us of any physical condition or other circumstance as a result of inspections, audits, engineering, loss control or risk management services shall not be considered a claim to us.

2. ~~2.~~ If a "claim" ~~is made~~ or "suit" is brought against an insured~~, you~~ arising out of a "dental incident", the first Named Insured must:

~~a.~~ **a.** Immediately record the specifics of the "claim" or "suit" and the date received; ~~and~~

~~b. Notify us as soon as practicable.~~

~~You must see to it that we receive~~**b.** Provide us with written notice of the "claim" or "suit" as soon as practicable~~.~~; and

~~3. You and any other involved insured must:~~

~~a.~~ **c.** Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the "claim" or "suit"~~;~~.

~~b. Authorize us to obtain records and other information;~~

3. The insured shall:

a. ~~c.~~ Cooperate with us in the investigation ~~or~~, settlement ~~of the "claim"~~, or defense ~~against~~of the "claim" or "suit"; and

b. ~~d.~~ Assist us~~,~~ upon our request, in the enforcement of any right against any person or organization ~~that~~which may be liable to the insured because of ~~"bodily~~ injury~~"~~ or ~~"damages"~~damage to which this insurance may also apply.

~~4. No insured will, except at that insured's own cost, voluntarily make a payment~~The insured shall not admit any liability, assume any financial obligation~~, or incur any expense, other than for first aid,~~ or pay out any money without our prior consent. If the insured does so, it will be at the insureds own expense.

~~5. A late notice of "claim", "suit" or "dental incident" will not invalidate coverage under this condition, provided that:~~

~~a. it was not reasonably possible for the insured to give notice sooner; and~~

~~b. notice was given as soon as possible.~~

B. Legal Action Against Us

1. No person or entity has a right under this insurance:

   a. To join us as a party or otherwise bring us into a lawsuit asking for "damages" from an insured; or

   b. To sue us unless all of the policy terms have been fully complied with.

2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured, but we 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 Insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

C. ~~C.~~ Other Insurance

1. If other valid and collectible insurance is available to an insured for "damages" we cover under this insurance, then this insurance is excess over any other such insurance. When this insurance is excess over other insurance, we will have no duty to defend against any "suit" if any other insurer has a duty to defend against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the rights of the individual dentist against all those other insurers.

   When this insurance is excess over other insurance, we will pay, up to the applicable limits of insurance, the amount of the loss that exceeds the sum of the total amount that all such other insurance would pay for the loss in the absence of this insurance.

   If other insurance is also excess, we will share the remaining loss with that other insurance.

2. If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

D. ~~D.~~ **Transfer Of Rights Of Recovery Against Others To Us (Subrogation)**

If an insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

E. Assignment

Your rights and duties under this insurance may not be transferred. If you die or are judged incompetent, this insurance will cover your legal representative as an insured with respect to a "dental incident" covered by this insurance.

~~**F. Application**~~

F. Representations

By accepting this policy, you agree that the statements and representations made in the application~~, which is attached to and becomes part of this policy,~~ are true and are the basis for acceptance of the risk assumed by us. In the event that any material statement or representation made in the application is untrue, this policy in its entirety will be void at inception.

G. ~~G.~~ **Sole Agent**

The first Named Insured shown in the Declarations will act on behalf of all insureds with respect to giving and receiving notice of cancellation, accepting any endorsement issued to form a part of this policy, and receiving return premium, if any. The first Named Insured must notify us within 30 days of any change which might affect the terms of this insurance, including a change in members, partners, officers, directors, stockholders, professional employees, or dental specialty.

H. Insolvency

Bankruptcy or insolvency of the insured or the insured's estate will not relieve us of any of our obligations under this insurance.

I. Premium

All premiums for this policy shall be computed in accordance with our rates, rules and rating plans applicable to this insurance.

J. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this insurance to the first Named Insured, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom claim is made or "suit" is brought.

K. Conformance To Statute

To the extent that this Policy conflicts with any law, statute, or regulation applicable to this Policy, this Policy shall conform to the minimum requirements of that law, statute, or regulation.

L. Omnibus Reconciliation Act

We will comply with the requirements of section 952 of the Omnibus Reconciliation Act of 1980. Upon written request, we will allow the secretary of health and human resources and the comptroller general access to the policy and necessary books, documents and records to verify the cost of the policy, to the extent required by law. Access will also be allowed to a subcontractor between us and any affiliated organization of ours and to its books, documents and records. Such access will be provided up to four years after the services furnished under this policy end.

~~SECTION~~ VIII. EXTENDED REPORTING PERIOD

A. ~~We will provide one or more~~**Automatic Extended Reporting** ~~Periods, as described below, if~~**Period**

~~1. This insurance is cancelled, non-renewed, or terminated either by us or by you for any reason other than non-payment of premium; or~~

~~2. We renew or replace this Dentists Professional Liability Insurance with insurance that:~~

~~a. Has a Retroactive Date later than the Retroactive Date shown in the Declarations of this insurance; or~~

~~b. Is not provided on a Claims-Made basis; or~~

~~c. Offers coverage with lower limits, reduced coverage, a higher deductible, a new exclusion or other change that results in coverage less favorable to you.~~

~~3. If coverage is terminated, we will notify you in writing within 30 days of its termination date of the Basic Extended Reporting Period coverage provided automatically as described below. We will also notify you of the availability of Supplemental Extended Reporting Period Coverage.~~

~~a. However, if we have provided claims-made coverage to you for less than one year and we terminate coverage because of nonpayment or fraud, we do not have to provide you with this notification.~~

~~b. If you choose to purchase Supplemental Extended Reporting Period coverage, you must provide us with your written acceptance at the later of :~~

~~i. 60 days from the effective date of termination of coverage; or~~

~~ii. 30 days from the date we mail you notice of the availability of Extended Reporting Period coverage as described above.~~

1. ~~B. The~~If we cancel or non renew this Coverage Part for any reason other than non-payment of premium, and if the Optional Extended Reporting Period ~~provides an~~Endorsement is not purchased, then we will provide an automatic extended reporting period of ~~time to report "claims" covered by this policy, which arise~~sixty (60) days, starting with the end of the "policy period", during which "claims" arising out of "dental incidents" ~~taking~~which take place on or after the ~~Retroactive Date shown in~~retroactive date stated on the Declarations ~~and prior to~~Page but before the end of the "policy period" may be first made.

2. The ~~Extended Reporting Period~~automatic extended reporting period does not ~~change the coverage,~~ extend the "policy period", or ~~reinstate or increase~~change the ~~Limits of Insurance. Once if effect, Extended Reporting Periods may not be cancelled~~scope of coverage provided. Any "claim" first made during the automatic extended reporting period shall be deemed to have been made on the last day of the "policy period".

3. The ~~Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase which replaces this Dentists Professional Liability Insurance in whole or part, or that would be covered but for the exhaustion of the amount~~automatic extended reporting period, however, will not apply to "claims" if other

insurance purchased by insureds covers them or would have covered them had its limits of insurance ~~applicable to~~of such ~~"claims"~~policy not been exhausted.

~~C. A Basic Extended Reporting Period is automatically provided without additional charge. The period begins at~~

4. The Aggregate Limits of Insurance applicable to this Coverage Part shall not be increased or reinstated for the automatic extended reporting period.

5. Our offer of terms, conditions or premium different from the expiring Policy or Coverage Part shall not be considered a refusal or failure to renew this insurance.

B. Optional Extended Reporting Period

1. If the first Named Insured or we cancel or do not renew this insurance, the first Named Insured shall have the option to purchase an Optional Extended Reporting Period Endorsement, beginning with the end of the "policy period"~~ and lasts for 60 days with respect to "claims" first made against the insured during the "policy period" but not previously reported to us.~~

~~D. A Supplemental Extended Reporting Period of unlimited duration is available, but only by endorsement and for an additional charge. This supplemental period begins at~~. The additional premium for and the term of the Optional Extended Reporting Period Endorsement shall be as stated in the Declarations. The first Named Insured can not purchase this Endorsement if we cancel for non-payment of premium.

2. The Optional Extended Reporting Period Endorsement applies only to "claims" first made against the insured during the Optional Extended Reporting Period and arising from "dental incidents" which take place on or after the retroactive date stated in the Declarations Page and before the end of the "policy period"~~ and applies to "claims" first made against the insured during the Supplemental Extended Reporting Period.~~

~~The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due. We will determine the additional premium in accordance with our rules and rates. However, there will be no charge for the Supplemental Extended Reporting Period if, during the "policy period", you:~~

~~1. Die;~~

~~2. Become totally and permanently disabled; or~~. The Aggregate Limits of Insurance applicable to this Coverage Part shall not be increased or reinstated for "claims" under the Endorsement. "Claims" first made during the Optional Extended Reporting Period Endorsement shall be deemed to have been made on the last day of the "policy period".

3. To obtain an Optional Extended Reporting Period Endorsement the first Named Insured must request it in writing within sixty (60) days after the "policy period" ends and pay the premium due. If the first Named Insured does so, the premium shall be fully earned and the Extended Reporting Period Endorsement cannot be canceled. If we do not receive the written request and payment within sixty (60) days after the "policy period" ends, the first Named Insured may not exercise this option at a later date.

4. The insurance provided under the Extended Reporting Period Endorsement is excess over any other valid and collectible insurance that begins or continues in effect after the Extended Reporting Period Endorsement becomes effective, whether the other insurance applies on a primary, excess, contingent, or any other basis.

5. Our offer of terms, conditions or premium different from the expiring Policy or Coverage Part shall not be considered a refusal or failure to renew this insurance.

6. An Optional Extended Reporting Period Endorsement for you is applicable in the event of death, disability, or retirement with the following terms and conditions:

a. An Optional Extended Reporting Period Endorsement will be issued to you or to your estate at no charge if you die or become permanently disabled during the "policy period". The first Named Insured or your estate must, within sixty (60) days after the end of this "policy period", write to tell us the coverage is desired. We also require:

(1) Written proof of your death; or

(2) Written proof of your permanent disability, including the date it happened, certified by your attending physician. You must agree to submit to medical examination(s) by any physician(s) we designate if requested.

b. We shall offer you an Optional Extended Reporting Period Endorsement for no charge using the standard underwriting practices in accordance with state requirements if:

(1) you are at least fifty (50) years of age;

(2) ~~3. Retire after age 55 and~~you have been insured by ~~the National Society of Dental Practitioners Risk Purchasing Group for five consecutive~~us consecutively for at least five (5) years~~.~~ at the time of your request; and

(3) you retire during the "policy period".

c. The Limits of Insurance under this Policy at the time of termination, death, disability or retirement will be the Limits of Insurance applying to the Optional Extended Reporting Period.

d. Any Aggregate Limits of Insurance applicable to this Policy do not increase or reinstate for the optional extended reporting period.

Document comparison by Workshare Professional on Tuesday, April 29, 2008 12:37:13 PM

Input:	
Document 1 ID	file://C:/Documents and Settings/vosinovs/Desktop/Policy-Claims-made Policy - 86020 6-04.doc
Description	Policy-Claims-made Policy - 86020 6-04
Document 2 ID	file://C:/Documents and Settings/vosinovs/Desktop/PL Coverage Part CM-98948(4-08).doc
Description	PL Coverage Part CM-98948(4-08)
Rendering set	standard

Legend:	
Insertion	
~~Deletion~~	
~~Moved from~~	
Moved to	
Style change	
Format change	
~~Moved deletion~~	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	228
Deletions	220
Moved from	14
Moved to	14
Style change	0
Format changed	0
Total changes	476

AIG NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA
2704 Commerce Drive, Suite B., Harrisburg, PA 17110
ADMINISTRATIVE OFFICES: 70 Pine Street, New York, NY 10270
(A Capital Stock Insurance Company)

DENTISTS LIABILITY

PROFESSIONAL LIABILITY ~~INSURANCE~~COVERAGE PART

OCCURRENCE

In consideration of the payment of the premium and in reliance on all statements made and information furnished to us in the Application, ~~which is attached to and becomes part of this Policy,~~ we agree to this Policy as a contract with you.

Throughout this Policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **III. WHO IS AN INSURED.**

Other words and phrases that are enclosed in quotations have special meaning. Refer to SECTION **VI. DEFINITIONS.**

~~I.~~ COVERAGE AGREEMENTS

A. We will pay on behalf of the insured those sums that the insured becomes legally obligated to pay as "damages" ~~because of "bodily injury"~~ arising out of a "dental incident" which occurs during the "policy period".

B. We have the right and duty to defend the insured against any "claim" to which this insurance applies, even if the allegations in such "claim" are groundless, false, or fraudulent. However, we have no duty to defend the insured against any "claim" to which this insurance does not apply.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Section **V. SUPPLEMENTARY PAYMENTS**.

~~**C.** We may solicit settlement offers on any "claim". No offer to settle a "claim" will be accepted unless we have the insured's consent. However, if the insured withholds consent to a settlement that we find to be reasonable and that is acceptable to the claimant, we may request that the matter be arbitrated by the National Society of Dental Practitioners or another local arbitrator by agreement between you and us. The arbitrator will decide whether consent has been unreasonably withheld. The arbitrator's decision will be binding. If the arbitrator rules in our favor, the ruling will be deemed to be your consent where permitted by law. Each party will pay incurred expenses, except we will bear the expense of the arbitrator~~

C. We .have the right to investigate, defend, and appoint an attorney to defend any "suit" as we deem expedient. However, we will not settle any "claim" or "suit" without the consent of the designated representative of the first Named Insured. Such consent may not be unreasonably withheld.

D. The amount we will pay for ~~"~~"damages" is limited as described in Section **IV. LIMITS OF INSURANCE**. We will not be obligated to defend any "claim" after the Limits of Insurance have been exhausted by the payment of judgments or settlements.

E. This insurance applies to "damages~~" because of "bodily injury~~" arising out of a "dental incident" that occurs anywhere in the world, provided that the "claim" is brought within the United States of America, its territories or possessions, Puerto Rico, or Canada.

~~F. A "claim" for "damages" arising out of one or a series of related "dental incidents" to the same person, including "damages" claimed by any person or organization for care, loss of services, or death resulting at any time from "bodily injury", will be considered a single "claim". The date of the "claim" will be deemed to be the date of the first such "claim" against any insured.~~

II. EXCLUSIONS

This insurance does not apply:

A. To a "dental incident" which occurred prior to the inception date of this policy if an insured knew, or reasonably should have known, that the "dental incident" could result in, or had already resulted in, a "claim".

B. ~~a. To "bodily injury~~To a "dental incident" arising out of any dishonest, fraudulent, criminal, or knowingly wrongful act, error, or omission committed by or at the direction of any insured.

~~b. To actual, alleged or threatened sexual abuse, sexual molestation or sexual exploitation including, but not limited to, any verbal or non-verbal communication, behavior or conduct, whether intentional or not:~~

~~(1) By any insured, including the negligent employment, training, investigation, supervision, reporting to proper authorities or failure to report, or retention of a person for whom any insured is or ever was legally responsible, or~~

~~(2) Of any person while they are receiving services from, or are in the care of, any insured for any reason.~~

C. To any sexual act, including without limitation sexual intimacy (even if consensual), sexual contact, sexual advances, requests for sexual favors, sexual molestation, sexual assault, sexual abuse, sexual harassment, sexual exploitation or other verbal or physical conduct of a sexual nature. However, this exclusion does not apply to:

1. Any specific individual insured who allegedly committed such sexual misconduct, unless it is judicially determined that the specific individual insured committed the sexual misconduct. If it is judicially determined that the specific individual insured committed the sexual misconduct we will not pay any damages.

2. Any other insured, unless that insured:

a. Knew or should have known about the sexual misconduct allegedly committed by the specific individual insured, but failed to prevent or stop it; or

b. Knew or should have known that the specific individual insured who allegedly committed the sexual misconduct had a prior history of such sexual misconduct.

We will defend "claims" alleging such acts until final adjudication.

As used in this exclusion, specific individual insured includes employees and authorized volunteer workers while performing duties related to the conduct of your business.

D. To the following:

1. "Bodily injury" to an employee of yours arising out of and in the course of:

a. Employment by you; or

b. While performing duties related to the conduct of your business; or

2. "Claims" or "suits" by a spouse, child, parent, grandparent, brother, or sister of that employee as a consequence of sub-paragraph **D.1.**, above.

This exclusion applies:

1. Whether you may be liable as an employer or in any other capacity; and

~~**c.** To "bodily injury" to your employee arising out of and in the course of employment by you or to~~**2.** To any obligation to share ~~"~~damages~~"~~ with or repay someone else who must pay ~~"~~damages~~"~~ because of ~~such "bodily~~the injury~~"~~.

E. ~~**d.**~~

To any obligation of the insured under any workers' compensation, unemployment compensation or disability benefits law or under any similar law.

~~e. To "bodily injury" arising out of libel, slander, invasion of any right of privacy, false imprisonment, discrimination and/or violation of the Health Insurance Portability or Accountability Act.~~

~~f. To any actual or alleged wrongful hiring or employment practice, humiliation, harassment, misconduct or discrimination of any kind by any insured, based on factors including but not limited to race, color, creed, national origin, physical or other disability, marital status, age, gender or sexual orientation. This includes creation of a work environment that is intimidating, hostile or offensive.~~

F. To the refusal to employ, termination of employment, coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, or other practices or policies related to employment or professional privileges.

This exclusion does not apply to services by any person as a member of your formal accreditation, standards review or similar professional board or committee otherwise covered by this Policy.

G. ~~g. To the~~Any liability ~~of others assumed by an insured~~you assume under any contract or agreement.

This exclusion does not apply to:

1. Liability that you would have in the absence of a contract or agreement;

2. Liability you assume in a written contract with:

   a. A Health Maintenance Organization;

   b. A Preferred Provider Organization;

   c. An Independent Practice Association; or

   d. Any other similar organization;

   but only for such liability as is attributable to an insured's alleged negligence arising out of "professional services"; or

3. A warranty of fitness or quality of any therapeutic agents or supplies an insured has furnished or supplied in connection with treatment that has been performed.

H. ~~h.~~ To ~~"bodily injury~~any "claim" for which any insured may be held liable as a proprietor, administrator, officer, stockholder, or member of the board of directors, trustees or governors of any hospital, sanitarium, clinic with bed and board facilities, nursing home, laboratory or other enterprise not named in the Declarations.

I. ~~i.~~ To a "dental incident" which involves the use of intravenous or intramuscular injections or "general anesthesia".

This exclusion does not apply:

~~(1)~~1. When the intravenous or intramuscular injections or "general anesthesia" are administered by a licensed provider of anesthetic services, other than the insured; or

~~(2)~~2. To the use of intravenous or intramuscular injections to render "conscious sedation" in emergency situations where a life threatening or potential permanent injury exists.

J. ~~j.~~ To ~~"bodily injury" arising out of the use, quantities and/or qualities of Sargenti Paste.~~

~~k. To "bodily injury" arising out of the administration of chloral hydrate; or to " bodily injury" arising out of the administration or Halcion, Triazolam or other hypnotic drugs to produce an unconscious state..~~

~~l. To "bodily injury" arising out of~~ a "dental incident" which occurs while an insured's professional license as required by law is suspended, expired, canceled, revoked, or otherwise invalid.

K. ~~m.~~ To ~~"bodily injury~~a "dental incident" arising out of the prescribing or dispensing of any drugs, pharmaceuticals,

or controlled substances~~ by anyone without the appropriate license, registration or certification.~~:

1. By anyone without the appropriate license, registration or certification; or

2. ~~n. To "bodily injury" arising out of the prescribing or dispensing of any drugs, pharmaceuticals, or controlled substances that~~That are not approved for use in the treatment of human beings by the United States Food and Drug Administration.

L. ~~o.~~ To ~~"bodily injury" arising out of the use of x-ray apparatus for therapeutic treatment.~~

~~p. To "bodily injury~~a "dental incident" arising from an insured's actions while on active duty in the United States Military Service or Reserve, National Guard unit and/or Public Health Service.

M. ~~q.~~ Resulting in any "damages", in whole or in part for any of the following:

1. ~~(1)~~ The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time;

2. ~~(2)~~ Any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

3. ~~(3)~~ Any "claim" or "suit" by or on behalf of a government authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

~~r. Nuclear Exclusion~~

N. To nuclear fission, nuclear fusion or radioactive contamination.

~~1. This insurance does not apply:~~This exclusion does not apply to "professional services" arising out of the practice of Nuclear Medicine.

~~A. Under any Liability coverage, to "bodily injury" or "property damage":~~

~~1) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or~~

~~2) Resulting from the "hazardous properties" of "nuclear material"~~

and with respect to which **a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **b)** the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material", if:

1) The "nuclear material" **a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an insured or **b)** has been discharged or dispersed therefrom;

2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

3) The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this exclusion:

"hazardous properties" include radioactive, toxic or explosive properties.

"nuclear material" means "source material", "special nuclear material" or "by-product material".

"source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

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

"waste" means any waste material **a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"nuclear facility" means:

a. Any "nuclear reactor";

b. Any equipment or device designed or used for **1)** separating the isotopes of uranium or plutonium, **2)** processing or utilizing "spent fuel", or **3)** handling, processing or packaging "waste";

c. Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

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

O. ~~s.~~ To ~~"bodily injury~~a "dental incident" expected or intended by any insured or by any person for whose acts, errors or omissions an insured may be held liable.

P. ~~t.~~ To ~~"bodily injury~~a "dental incident" arising out of the rendering or failure to render any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy.

III. WHO IS AN INSURED

A. ~~a.~~ If you are ~~designated~~shown in the Declarations as:

1. ~~(1)~~ An individual dentist, you and your spouse are ~~an insured~~insureds, but only with respect to the conduct of your "dental business";

2. ~~(2)~~ A partnership or joint venture, you, your members and your partners and their spouses are insureds, but only with respect to the conduct of your "dental business";

3. ~~(3)~~ A limited liability company, you and your members are insureds, but only with respect to the conduct of your dental business;

4. ~~(4)~~ A "dental corporation" or an organization other than a partnership, joint venture, or limited liability company, you are an insured but only with respect to the conduct of your "dental business". Your executive officers, directors and shareholders are insureds, but only with respect to the conduct of your "dental business".

B. ~~b.~~ Each of the following is also an insured:

1. ~~(1)~~ Your employees, other than executive officers, employed dentists, physicians, other medical doctors or nurse anesthetists, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your "dental business"; and

2. ~~(2)~~ Temporary substitute dentists (locum tenens), but only for a "dental incident" which occurred while working on your behalf and then only if you have notified us and received our approval to add the locum tenens dentist by endorsement prior to the "dental incident".

3. Any licensed dental hygienist with whom you have contracted to provide dental services in connection with your dental practice, but only for acts, errors or omissions committed while acting within the course of his or her duties.

4. Any insured while providing "professional services" as a Good Samaritan away from your premises in sudden or unforeseen emergencies outside the scope of his or her patient care duties for you, provided that, no remuneration is demanded, expected or received.

No person, "dental corporation" or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

IV. LIMITS OF INSURANCE

~~a. Each Dental Incident:~~

A. Subject to ~~b~~**B.**, below, and regardless of the number of ~~insureds or~~ "claims" made or "suits" brought, the most we

will pay for "damages" ~~for all "bodily injury~~" arising out of any one "dental incident" is the Limit of Insurance stated in the Declarations ~~as applicable to Each Dental Incident~~. This limit shall apply separately:

~~b. Aggregate:~~

a. To each individual dentist shown as a Named Insured in the Declarations as stated in Subparagraph **A.1.** of **Section III., WHO IS AN INSURED** ;and

b. To all Named Insureds and all additional insureds collectively, other than those subject to paragraph **1.**, above. This limit applies regardless of the number of insureds under the policy.

B. The most we will pay for the sum of all "damages" ~~because of "bodily injury~~" to which this insurance applies is the Limit of Insurance shown in the Declarations as Aggregate.

C. ~~c.~~ The Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than twelve months, starting with the beginning of the "policy period" shown in the Declarations, unless the "policy period" is extended after issuance for an additional period of less than twelve months. In that case, the additional period will be considered part of the last preceding period for purposes of determining the Limits of Insurance.

~~d. If this coverage form and any other coverage form or policy issued by us to an insured apply to the same "dental incident", then the maximum aggregate limit of insurance under all applicable coverage forms or policies issued by us shall not exceed the highest applicable limit of insurance under any one coverage form or policy.~~

D. Subject to Paragraphs **A.**, **B.**, and **C.** above, all "claims" arising from one "medical incident" or a series of related "medical incidents" to any one person shall be deemed to have occurred at the time of the first "medical incident" regardless of the number of claimants, or the number of insureds against whom such claims are made.

V. SUPPLEMENTARY PAYMENTS

A. ~~A.~~ We will pay, with respect to any "claim" we investigate or settle or any "suit" against an insured we defend:

1. All expenses we incur, all costs taxed against the insured in the "suit", and all interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court that part of the judgment which does not exceed the applicable Limit of Insurance.

2. The cost of appeal bonds required in any such "suit", and the cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.

3. Reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of any "claim" or "suit", including actual loss of earnings up to $500 per day for the insured's attendance at hearings or trials.

These payments will not reduce the Limits of Insurance.

B. Subject to the terms and limits listed in each paragraph below, we will provide the following coverages in addition to the Limits of Insurance:

~~**1. Good Samaritan Coverage**~~

~~**a.** We will pay for "claims" arising out of voluntary emergency treatment, other than "professional services", provided by you at the scene of an accident or other emergency located outside of a hospital or other medical facility having proper and necessary medical equipment.~~

~~**b.** The most we will pay in total for the "policy period" under this coverage is $10,000 for all "damages" and expenses, regardless of the number of persons injured or the number of "claims" made.~~

1. ~~**2.**~~ **Property Damage Coverage**

a. We will reimburse your patient for "property damage" sustained while on your office premises for the purpose of receiving "professional services".

b. The most we will pay under this coverage ~~is $500~~ per "property damage" incident is the amount shown in the Declarations.

~~**3. Medical Payments Coverage**~~

~~a. We will pay for reasonable and necessary medical expenses arising out of "bodily injury" to your patient while on your premises for the purpose of receiving "professional services" provided that:~~

~~**(1)** The "bodily injury" occurs during the "policy period";~~

~~(2) The expenses are incurred and reported to us within one year of the date of the "bodily injury"; and~~

~~(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.~~

~~**b.** We will make these payments, regardless of fault, up to a maximum limit of $1,000 per injured person and $10,000 in total for the "policy period". We will pay reasonable expenses for:~~

~~**(1)** First aid at the time of "bodily injury";~~

~~**(2)**~~

~~Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and~~

~~(3) Necessary ambulance, hospital, professional nursing and funeral services.~~

~~c. We will not pay you under Medical Payments Coverage for dental services required to correct "professional services" provided by the insured.~~

2. ~~4.~~ **License Protection Coverage**

a. We will pay for reasonable legal expenses incurred by us to defend you in a proceeding brought by a state licensing board or governmental body. The proceeding must be related to a "dental incident" otherwise covered by this insurance.

b. You must provide us with written notice of the proceeding as soon as practicable.

~~c.~~ **c.** The most we will pay under this coverage is ~~$50,000.~~ the amount shown in the Declarations.

3. ~~5.~~ **Peer Review Committee Coverage**

~~a.~~ **a.** We will pay for reasonable legal expenses incurred by us to investigate and defend a legal action brought against you arising out of your service on a peer review committee, utilization review committee, or similar committee associated with a Health Maintenance Organization (HMO), Preferred Provider Organization (PPO), Independent Practice Association (IPA), or American Dental Association and/or its components provided that the service on the committee occurred during the "policy period".

b. The most we will pay under this coverage is ~~$50,000.~~ the amount shown in the Declarations.

4. Medical Payments Coverage

a. We will pay for reasonable and necessary medical expenses arising out of a "dental incident" to your patient while on your premises for the purpose of receiving "professional services".

b. We will pay up to a maximum limit per injured patient and a total for the "policy period" shown in the Declarations. We will pay reasonable expenses for:

1. First aid at the time of the "dental injury";

2. Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

3. Necessary ambulance, hospital professional nursing and funeral services.

VI. DEFINITIONS

A. "Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

B. "Claim" means a "suit" or demand made by or for the injured person for "damages" ~~because of alleged "bodily injury"~~ to which this insurance applies.

C. "Conscious sedation" means a minimally depressed level of consciousness that retains the patient's ability to independently and continuously maintain an airway and respond appropriately to physical stimulation and verbal command, produced by a pharmacologic or non-pharmacologic method, or a combination thereof. For purposes of this insurance, the use of nitrous

oxide/oxygen and/or oral pre-medication, used in an accepted therapeutic dose to induce a sedative effect or to reduce anxiety, is not considered "conscious sedation".

D. "Damages" means all the sums that the insured becomes legally obligated to pay. Damages do not include:

1. Administrative, civil or criminal penalties, fines or sanctions;

2. Payment for "professional services", including the waiver, return, withdrawal or reduction of fees paid to the insured or payment by the insured of fees for "professional services" provided by others; or

3. Punitive or exemplary damages.

E. "Dental business" means operations or activities on premises used by you in the practice of your dental profession. "Dental business" includes operations necessary or incidental to those premises.

F. "Dental corporation" means a professional service corporation organized under the corporation law of your state for the purpose of performing "professional services".

G. "Dental incident" means any act, error or omission in the rendering of or failure to render "professional services" by:

1. An insured; or

2. Any person for whose acts, errors or omissions you are held legally liable.

~~Any such act, error or omission together with all related acts, errors or omissions in the furnishing or "professional services" to any one person will be considered one "dental incident".~~

H. "General anesthesia" includes deep sedation and means a controlled state of depressed consciousness or unconsciousness, accompanied by partial or complete loss of protective reflexes, including inability to independently maintain an airway and respond purposefully to physical stimulation or verbal command, produced by a pharmacologic or non-pharmacologic method, or combination thereof.

I. "Policy period" means the period starting on the effective date of this policy as shown in the Declarations. This period ends on the earlier of the expiration date shown in the Declarations or on the effective date of cancellation of this policy.

J. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, lead, asbestos, acids, alkalis, chemicals, mercury and waste. Waste includes, but is not limited to, materials to be recycled, reconditioned or reclaimed, and liquid or solid material carried off with groundwater in sewers or drains;

K. "Professional services" means dental services provided to others by a person trained and qualified to perform those services pursuant to a valid and unrestricted dental, dental hygiene, or dental assisting certificate or license. ~~"Professional~~Such services~~" do not include participation by any person in the third party approval or denial of dental or other healthcare benefits or as a consultant.~~ include service as:

1. An officer or member of any committee of the American Dental Association or any of its committees or societies;

2. An officer or member of a formal accreditation, standards review or other professional board or committee related to a professional dental society or a hospital;

3. A consultant, including a consultant to an organization which provides or administrates dental service payment plans.

4. An expert witness while giving testimony under oath.

5. The performance of or failure to perform autopsies.

"Professional Services" also include the writing of books, papers and articles on the technical aspects of a professional dentistry practice, if they are published or distributed by a recognized technical or professional publisher.

L. "Property damage" means partial or total physical injury to tangible property, including ~~all~~ resulting loss of use of that property. "Property damage" also means loss of use of tangible property that is not physically injured. "Property damage" includes all forms of radioactive contamination of property.

M. "Suit" means a civil proceeding in which "damages" ~~because of "bodily injury"~~ to which this insurance applies are alleged. "Suit" includes:

1. ~~a.~~ An arbitration proceeding in which such "damages" are claimed and to which the insured must submit or does submit with our consent; or

2. ~~b.~~ Any other alternative dispute resolution proceeding in which such "damages" are claimed and to which the insured submits with our consent.

VII. CONDITIONS

A. ~~A.~~ Duties In The Event Of A "Dental Incident", "Claim", Or "Suit"

1. ~~1. If an insured becomes~~If during the "policy period", the first Named Insured shall become aware of ~~a~~any "dental incident" which may ~~result in a "claim", you~~reasonably be expected to give rise to a "claim" being made against any insured, the first Named Insured must notify us in writing as soon as practicable. To the extent possible, notice should include:

a. ~~The identity of any injured persons and witnesses as well as a complete and detailed description of~~How, when, and where the "dental incident" ~~and actual or alleged "bodily injury"; and~~took place;

~~b. The date on which the alleged "dental incident" took place and the circumstances by which the insured first became aware of the "dental incident".~~

b. The names and addresses of any injured persons and witnesses; and

c. The nature and location of any injury or damage arising out of the "dental incident".

Any "claim" arising out of such "dental incident" which is subsequently made against any insured and reported to us, shall be considered first made at the time such notice was given to us.

Receipt by us of an incident report, including but not limited to variance reports, will not be considered a claim to us.

Any observance or reporting to the first Named Insured by us of any physical condition or other circumstance as a result of inspections, audits, engineering, loss control or risk management services shall not be considered a claim to us.

2. ~~2.~~ If a "claim" ~~is made~~ or "suit" is brought against an insured~~, you~~ arising out of a "dental incident", the first Named Insured must:

a. Immediately record the specifics of the "claim" or "suit" and the date received; and

b. Notify us as soon as practicable.

You must see to it that we receiveb. Provide us with written notice of the "claim" or "suit" as soon as practicable.; and

3. You and any other involved insured must:

a. c. Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the "claim" or "suit";

b. Authorize us to obtain records and other information;

3. The insured shall:

a. c. Cooperate with us in the investigation or, settlement of the "claim", or defense against of the "claim" or "suit"; and

b. d. Assist us, upon our request, in the enforcement of any right against any person or organization thatwhich may be liable to the insured because of "bodily injury" or "damages"damage to which this insurance may also apply.

4. No insured will, except at that insured's own cost, voluntarily make a paymentThe insured shall not admit any liability, assume any financial obligation, or incur any expense, other than for first aid, or pay out any money without our prior consent. If the insured does so, it will be at the insureds own expense.

5. A late notice of "claim", "suit" or "dental incident" will not invalidate coverage under this condition, provided that:

a. it was not reasonably possible for the insured to give notice sooner; and

b. notice was given as soon as possible.

B. Legal Action Against Us

1. No person or entity has a right under this insurance:

a. To join us as a party or otherwise bring us into a lawsuit asking for "damages" from an insured; or

b. To sue us unless all of the policy terms have been fully complied with.

2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured, but we 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 Insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

C. C. Other Insurance

1. If other valid and collectible insurance is available to an insured for "damages" we cover under this insurance, then this insurance is excess over any other such insurance. When this insurance is excess over other insurance, we will have no duty to defend against any "suit" if any other insurer has a duty to defend against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the rights of the individual dentist against all those other insurers.

When this insurance is excess over other insurance, we will pay, up to the applicable limits of insurance, the amount of the loss that exceeds the sum of the total amount that all such other insurance would pay for the loss in the absence of this insurance.

If other insurance is also excess, we will share the remaining loss with that other insurance.

2. If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

D. ~~D.~~ Transfer Of Rights Of Recovery Against Others To Us (Subrogation)

If an insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

E. Assignment

Your rights and duties under this insurance may not be transferred. If you die or are judged incompetent, this insurance will cover your legal representative as an insured with respect to a "dental incident" covered by this insurance.

~~**F. Application**~~

F. Representations

By accepting this policy, you agree that the statements and representations made in the application, ~~which is attached to and becomes part of this policy,~~ are true and are the basis for acceptance of the risk assumed by us. In the event that any material statement or representation made in the application is untrue, this policy in its entirety will be void at inception.

G. ~~G.~~ Sole Agent

The first Named Insured shown in the Declarations will act on behalf of all insureds with respect to giving and receiving notice of cancellation, accepting any endorsement issued to form a part of this policy, and receiving return premium, if any. The first Named Insured must notify us within 30 days of any change which might affect the terms of this insurance, including a change in members, partners, officers, directors, stockholders, professional employees, or dental specialty.

H. Insolvency

Bankruptcy or insolvency of the insured or the insured's estate will not relieve us of any of our obligations under this insurance.

I. Premium

All premiums for this policy shall be computed in accordance with our rates, rules and rating plans applicable to this insurance.

J. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this insurance to the first Named Insured, this insurance applies:

1. As if each Named Insured were the only Named Insured; and

2. Separately to each insured against whom claim is made or "suit" is brought.

K. Conformance To Statute

To the extent that this Policy conflicts with any law, statute, or regulation applicable to this Policy, this Policy shall conform to the minimum requirements of that law, statute, or regulation.

L. Omnibus Reconciliation Act

We will comply with the requirements of section 952 of the Omnibus Reconciliation Act of 1980. Upon written request, we will allow the secretary of health and human resources and the comptroller general access to the policy and necessary books, documents and records to verify the cost of the policy, to the extent required by law. Access will also be allowed to a subcontractor between us and any affiliated organization of ours and to its books, documents and records. Such access will be provided up to four years after the services furnished under this policy end.

Document comparison by Workshare Professional on Tuesday, April 29, 2008 12:34:23 PM

Input:	
Document 1 ID	file://C:/Documents and Settings/vosinovs/Desktop/Policy-Occurrence Policy - 86021 6-04.doc
Description	Policy- Occurrence Policy - 86021 6-04
Document 2 ID	file://C:/Documents and Settings/vosinovs/Desktop/PL Coverage Part OCC-98947(4-08).doc
Description	PL Coverage Part OCC-98947(4-08)
Rendering set	standard

Legend:	
Insertion	
~~Deletion~~	
~~Moved from~~	
Moved to	
Style change	
Format change	
~~Moved deletion~~	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	171
Deletions	181
Moved from	13
Moved to	13
Style change	0
Format changed	0
Total changes	378

ISO FORMS LISTING

	FORM TILLE	FORM NO.
1.	Common Policy Conditions	IL 00 17
2.	Exclusion – Services Furnished by Health Care Providers	CG 22 44
3.	Nuclear Energy Liability Exclusion Endorsement	IL 00 21
4.	Employment-Related Practices Liability Coverage	EP 00 01
5.	Commercial General Liability Coverage Form	CG 00 01

Dentists Filing Memorandum - Arkansas

We are pleased to inform you of the recent agreement with Affinity Insurance Services, Inc., a Division of AON, to include their Dentist Advantage business with our existing, filed Dentists Professional Liability program offered on behalf of the National Society of Dental Practitioners, Inc., a risk purchasing group (Filing #s: AIC-04-EO-13 and AIC-05-EO-06).. The Dentist Advantage program was previously underwritten by Fireman's Fund Insurance Companies and was approved for their use effective August 15, 2007.

Given that there is significantly greater volume in the Dentist Advantage program than with our existing Dentists business, we have utilized the knowledge gained from that business to enhance our existing product. In addition to creating an enhanced product, the changes listed below will consolidate both the Dentists Advantage business and our existing business into a single rating and underwriting approach which will eliminate the need to handle Insureds in your state in a bifurcated manner.

The changes referenced above are outlined below:

- ❑ Due to the greater volume and credibility of the Dentist Advantage business, we have elected to use the filed and approved base rate for the Dentist Advantage program.

- ❑ The coverage forms will have the following changes:

  - ➢ The Claims Made & Occurrence Dentists Professional Liability Insurance Form will remain intact with the exception of several minor enhancements which have been added to the coverage for no additional charge. The updated forms are included in this package. For your convenience both the final version of the form, as well as the black lined version which tracks the changes have been included.

    Some highlights of the additional enhancements are as follows:

    - Who is an Insured has been expanded to include a Dentist's spouse and Dental Hygienists.
    - Regulatory Review Coverage has been amended to a $50,000 Limit.
    - Exclusions were eliminated for the following: Sargenti Paste; Chloral Hydrate, Halcion, Triazolam; X-Rays for Therapeutic Treatment; Libel, Slander & HIPAA Violations.
    - Limits of Insurance were amended to include separate limits for each named dentist and named insured.

  - ➢ In order to provide similar coverage for our Insureds to what has been offered through the Dentist Advantage program, this product will also offer General Liability Coverage using ISO coverage forms currently on file. This coverage will be provided on an optional basis at the same additional pricing as the Dentist Advantage program. Coverage for Premises, Product/Completed Operations,

Medical Payments ($10,000/$10,000), Non-owned & Hired Auto Liability, Employee Benefits Administration Liability, Employment Practices Liability ($5,000/$5,000), & Medical Waste Legal Reimbursement ($50,000/$50,000) are all included in this additional charge. In addition to these basic coverages, we are also offering, on an optional basis, coverage for ERISA Fiduciary Liability Coverage ($100,000/$100,000) and Billing Errors & Omissions Coverage ($25,000) for a nominal charge which is included in the updated Rating Rules.

- ❑ The Rating Rules and Rate Plan have been modified to include the previously mentioned changes associated with the additional General Liability Coverage Part as well as the changes listed below.

  Some highlights of the changes include:

  - ➢ In order to provide coverage for a broader range of Dentists we have adopted the filed and approved Class Descriptions & Class Plan Relativity Factors of the Dentists Advantage program.
  - ➢ We have added several Increased/Decreased Limit Factors to correspond with the Limit options included in the filed and approved Dentists Advantage program.
  - ➢ In order to provide more pricing options to our Insureds, we have included deductible options along with their corresponding credit factors. These deductible options were also a part of the filed and approved Dentists Advantage program.
  - ➢ We have added the approved Dentists Advantage Group Discount for policies issued to two or more dentists.
  - ➢ We have adopted the Fireman's Fund Claims Made Step Factors, which have a minimal impact to our Current Insured's.

- ❑ We are including an amended application which includes components of both our existing Application as well as the Dentist Advantage Application. Much of the content was developed with input from The Academy of General Dentistry Association.

Included in this submission are the following informational documents for your reference:

1. Enhanced Claims Made & Occurrence Dentists Professional Liability Insurance Form and Declarations Page along with the black lined version which indicates the changes from the current filed and approved form.
2. The additional non-ISO endorsements and coverage parts.
3. Updated Rating Rules.
4. Updated Rate Plan.
5. The amended Application.

We are pleased to notify you of these changes which will provide a significantly enhanced product to our Insureds.