

SERFF Tracking Number: PCAG-125686149 State: Arkansas
Filing Company: PACO Assurance Company, Inc. State Tracking Number: EFT \$50
Company Tracking Number: AR-1095-HC
TOI: 11.1 Medical Malpractice - Claims Made Only Sub-TOI: 11.1000 Med Mal Sub-TOI Combinations
Product Name: OUM Healthcare Professionals Program
Project Name/Number: Initial Form Filing/AR-1095-HC

Filing at a Glance

Company: PACO Assurance Company, Inc.

Product Name: OUM Healthcare Professionals Program SERFF Tr Num: PCAG-125686149 State: Arkansas

Program

TOI: 11.1 Medical Malpractice - Claims Made Only SERFF Status: Closed State Tr Num: EFT \$50

Only

Sub-TOI: 11.1000 Med Mal Sub-TOI Combinations Co Tr Num: AR-1095-HC State Status: Fees verified and received

Filing Type: Form Co Status: Pending Reviewer(s): Betty Montesi, Edith Roberts

Author: Latasha Knox-Campbell Disposition Date: 06/23/2008

Date Submitted: 06/20/2008 Disposition Status: Approved

Effective Date Requested (New): 09/01/2008 Effective Date (New):

Effective Date Requested (Renewal): 09/01/2008 Effective Date (Renewal):

State Filing Description:

General Information

Project Name: Initial Form Filing

Project Number: AR-1095-HC

Reference Organization:

Reference Title:

Filing Status Changed: 06/23/2008

State Status Changed: 06/23/2008

Corresponding Filing Tracking Number:

Filing Description:

PACO Assurance Company, Inc.

NAIC #: 3504-10222 FEIN #: 36-3998471

Line 11 - Medical Malpractice- Claims Made Only

OUM Healthcare Professionals Program

Initial Form Filing

Status of Filing in Domicile: Pending

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

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Effective Date: September 1, 2008

We wish to place on file initial policy forms for our new OUM Healthcare Professionals Program. A number of forms are based on forms previously approved under our OUM Chiropractor Program. This is a preliminary filing of standard policy forms to be used for this program.

Rates, rules, and Profession specific policy forms will be submitted under a later date.

Sincerely,

Latasha Knox-Campbell

Company and Contact

Filing Contact Information

Latasha Knox-Campbell, Regulatory Compliance Analyst
110 WESTWOOD PLACE
BRENTWOOD, TN 37027
lcampbell@picagroup.com
(615) 371-8776 [Phone]
(615) 370-4803[FAX]

Filing Company Information

PACO Assurance Company, Inc.
110 Westwood Place
Brentwood, TN 37027
(800) 251-5727 ext. [Phone]
CoCode: 10222
Group Code: 3504
Group Name:
FEIN Number: 36-3998471
State of Domicile: Illinois
Company Type:
State ID Number:

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: PACO Assurance Company, Inc. Total Fee: \$50.00

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Per Company: No

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
PACO Assurance Company, Inc.	\$50.00	06/20/2008	21020391

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	06/23/2008	06/23/2008

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Disposition

Disposition Date: 06/23/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Explanatory Memorandum	Approved	Yes
Form	Healthcare Professional Claims-Made Policy Text	Approved	Yes
Form	Amend Named Insured Endorsement	Approved	Yes
Form	Amend Business Address Endorsement	Approved	Yes
Form	Amend Rating Territory Endorsement	Approved	Yes
Form	Amend Limits of Liability Endorsement	Approved	Yes
Form	Add Part-Time Discount Endorsement	Approved	Yes
Form	Reinstatement Endorsement	Approved	Yes
Form	Temporary Leave of Absence Endorsement	Approved	Yes
Form	Reactivation from Leave of Absence Endorsement	Approved	Yes
Form	Locum Tenens Endorsement	Approved	Yes
Form	Add Teaching Discount Endorsement	Approved	Yes
Form	Remove Teaching Discount Endorsement	Approved	Yes
Form	Remove Part-Time Discount Endorsement	Approved	Yes
Form	Extended Reporting Period Endorsement	Approved	Yes
Form	Healthcare Professional Liability Declaration Page	Approved	Yes
Form	Cancellation Notice	Approved	Yes
Form	NonRenewal Notice	Approved	Yes
Form	Cancellation Notice - Nonpayment of Premium	Approved	Yes
Form	Change of Company Address Endorsement	Approved	Yes
Form	Arkansas Amendatory Endorsement	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Healthcare Professional Claims-Made Policy Text	PACO-HCCM-1000	Ed. 5-08	Policy/Coverage Form		0.00	PACO-HCCM-1000 Ed. 5-08 (Healthcare Professional Claims Made Policy Text).pdf
Approved	Amend Named Insured Endorsement	PG-HCCM-1001(a)	Ed. 5-08	Endorsement/Amendment/Conditions		0.00	PG-HCCM-1001(a) Ed. 5-08 (Amend Named Insured).pdf
Approved	Amend Business Address Endorsement	PG-HCCM-1001(b)	Ed. 5-08	Endorsement/Amendment/Conditions		0.00	PG-HCCM-1001(b) Ed. 5-08 (Amend Business Address).pdf
Approved	Amend Rating Territory Endorsement	PG-HCCM-1001(c)	Ed. 5-08	Endorsement/Amendment/Conditions		0.00	PG-HCCM-1001(c) Ed. 5-08 (Amend Rating Territory).pdf
Approved	Amend Limits of Liability Endorsement	PG-HCCM-1001(d)	Ed. 5-08	Endorsement/Amendment/Conditions		0.00	PG-HCCM-1001(d) Ed. 5-08 (Amend Limits of Liability).pdf
Approved	Add Part-Time Discount Endorsement	PG-HCCM-1001(h)	Ed. 5-08	Endorsement/Amendment/Conditions		0.00	PG-HCCM-1001(h) Ed. 5-08 (Add Part-Time Discount).pdf

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Approval	Description	Code	Ed.	Action	Amount	File Name
Approved	Reinstatement Endorsement	PG-HCCM-1001(j)	5-08	Endorsement/Amendment/Conditions	0.00	PG-HCCM-1001(j) Ed. 5-08 (Reinstatement Endorsement).pdf
Approved	Temporary Leave of Absence Endorsement	PG-HCCM-1001(k)	5-08	Endorsement/Amendment/Conditions	0.00	PG-HCCM-1001(k) Ed. 5-08 (Temporary Leave of Absence).pdf
Approved	Reactivation from Leave of Absence Endorsement	PG-HCCM-1001(l)	5-08	Endorsement/Amendment/Conditions	0.00	PG-HCCM-1001(l) Ed. 5-08 (Reactivation from Leave of Absence).pdf
Approved	Locum Tenens Endorsement	PG-HCCM-1001(m)	5-08	Endorsement/Amendment/Conditions	0.00	PG-HCCM-1001(m) Ed. 5-08 (Locum Tenens).pdf
Approved	Add Teaching Discount Endorsement	PG-HCCM-1001(n)	5-08	Endorsement/Amendment/Conditions	0.00	PG-HCCM-1001(n) Ed. 5-08 (Add Teaching Discount).pdf
Approved	Remove Teaching Discount Endorsement	PG-HCCM-1001(o)	5-08	Endorsement/Amendment/Conditions	0.00	PG-HCCM-1001(o) Ed. 5-08 (Remove Teaching

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Approval	Description	Code	Ed.	Title	Amount	File Name
Approved	Remove Part-Time Discount Endorsement	PG-HCCM-1001(p)	Ed. 5-08	Endorsement/Amendment/Conditions	0.00	Discount).pdf
Approved	Extended Reporting Period Endorsement	PG-HCCM-1015	Ed. 5-08	Endorsement/Amendment/Conditions	0.00	PG-HCCM-1015 Ed. 5-08 (ERP Endorsement).pdf
Approved	Healthcare Professional Liability Declaration Page	PG-HCCM-1025	Ed. 5-08	Declaration News/Schedule	0.00	PG-HCCM-1025 Ed. 5-08 (Healthcare Professional Claims Made Dec Page).pdf
Approved	Cancellation Notice	PG-HCCM-1035	Ed. 5-08	Canc/NonRenewal Notice	0.00	PG-HCCM-1035 Ed. 5-08 (Notice of Cancellation).pdf
Approved	NonRenewal Notice	PG-HCCM-1036	Ed. 5-08	Canc/NonRenewal Notice	0.00	PG-HCCM-1036 Ed. 5-08 (NonRenewal Notice).pdf
Approved	Cancellation Notice - Nonpayment of Premium	PG-HCCM-1037	Ed. 5-08	Canc/NonRenewal Notice	0.00	PG-HCCM-1037 Ed. 5-08 (CNPP Cancellation Notice).pdf
Approved	Change of	PG-1032-	Ed. 1-08	Endorsement New	0.00	PG-1032-

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Company	ADD	nt/Amendm	ADD Ed. 1-
Address		ent/Condi	08
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Approved	Arkansas	PG- Ed. 6-08	0.00
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			6-08.pdf

PACO Assurance Company, Inc.

HEALTHCARE PROFESSIONAL POLICY TEXT

THIS POLICY IS WRITTEN ON A CLAIMS-MADE BASIS

The various terms and conditions set forth in this policy restrict the insurance granted in the INSURING AGREEMENT. Please read the entire policy carefully to determine what coverage is provided.

In this policy, the words “**you**” and “**your**” refer to the **Named Insured** or **Insureds** shown on the Declaration page. The words “**Company**,” “**we**,” “**us**,” and “**our**” refer to PACO Assurance Company, Inc.

The word “**Insured**” means any person or organization qualifying as an **Insured** under THE INSURED section.

The word “**corporation**” includes a partnership, association, or other business entity.

Other words and phrases that appear in **bold** are defined in the DEFINITIONS section.

In consideration of the payment of the premium, in reliance upon the statements in the **application** on file with the **Company** hereto and made a part hereof, and subject to the limits of liability shown in the Declarations, and subject to all the terms of this insurance, the **Company** agrees with the **Insured** as follows:

INSURING AGREEMENT

We agree to pay on behalf of the **Insured** all sums which the **Insured** shall become legally obligated to pay as **damages** as a result of **CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY IN WRITING DURING THE POLICY PERIOD** because of malpractice committed by the **insured**. The event giving rise to the **claim** must have occurred subsequent to the **retroactive date** specified in the Declarations and before the expiration date of the policy. In no event shall there be indemnity coverage for **claims** against a **corporation** for **claims** which are based in malpractice committed by any **healthcare practitioner**, chiropractor, **physician** or surgeon, when he is acting as such.

It is a condition precedent to coverage under this policy that all claims and suits be reported in compliance with the CLAIM CONDITIONS section of this policy.

Defense, Settlement: With respect to the insurance afforded by this policy, the **Company** shall defend any **claim** or suit against the **Insured** seeking **damages** to which this insurance applies, even if any of the allegations are groundless, false or fraudulent. Subject to the LIMITS OF LIABILITY section, the **Company** may appoint counsel and make such investigation of any **claim** or suit as it deems expedient but the **Company** shall not be obligated to pay any **claim** or judgment or to defend or continue to defend any suit or **claim** after the applicable limit of the **Company's** liability has been exhausted by payment of judgments or settlements.

THE INSURED

The unqualified word “**Insured**” whenever used in this policy means the following:

- (1) the licensed **healthcare practitioner** described as the **Named Insured** in the Declarations or the **corporation** listed in the Declarations;
- (2) If the **Named Insured** in the Declarations is a **corporation**, any member, stockholder or partner thereof with respect to acts or omissions of any **paraprofessional** or **non-professional employee**, for whose acts or omissions such member, stockholder or partner, is legally responsible as a member, stockholder or partner of the **corporation**; provided, however, that no member, stockholder or partner shall be considered an **Insured** regarding the liability of anyone acting in the capacity of a **healthcare practitioner**, chiropractor, podiatrist, **physician** or surgeon.

- (3) the heirs, executors, administrators, assigns and legal representatives of each **Insured** above in the event of his death, incapacity or bankruptcy;
- (4) any **paraprofessional or non-professional employee** of the **Named Insured** or of the professional **corporation** designated in the Declarations, while acting within the scope of his employment and while acting under the direction and supervision of the **licensed healthcare practitioner** designated in the Declarations; provided, however that a **paraprofessional employee** of the **Named Insured** will not be considered an **Insured** under this policy if the **paraprofessional employee** has other valid and collectible insurance coverage which is applicable to the **paraprofessional employee's** liability in connection with a **malpractice incident**.

DEFINITIONS

Whenever used in this policy or endorsements forming a part hereof:

- (a) **Application** means original written **application**, any renewal **application**, and any written communication submitted to the **Company** for purposes of changing or endorsing the policy.
- (b) **Claim** means a demand, either oral or in writing, received by the **Insured** for money or services, including, but not limited to the service of suit or institution of arbitration proceedings against the **Insured**.
- (c) **Claim expenses** include the following:
 - (1) all expenses, including attorney's fees, incurred by **us**, all costs taxed against the **Insured** in any suit defended by **us**, and interest on that portion of any judgment against the **Insured** which does not exceed **our** limits of liability and which accrues after the entry of the judgment and before **we** have paid, tendered or deposited **our** share of the judgment in court;
 - (2) premiums on bonds to release attachments for an amount not in excess of **our** limits of liability under this policy, and premiums on appeal bonds required in any suit **we** are defending to prevent execution on the portion of the judgment entered against the **Insured** which does not exceed **our** limits of liability; provided, however, **we** have no obligation to apply for or obtain for the **Insured** such bonds to release attachments or appeal bonds;
 - (3) reasonable expenses, as determined by **us**, which **you** incur at **our** request in assisting **us** in the investigation or defense of any **claim** or suit. Reasonable expenses do not include **your** cost of doing business, employee salaries, office expenses, **your** salary, lost professional fees, daily income or **your** forgiveness of amounts owed to **you** for the cost of care of services rendered.
- (d) **Damages** means sums payable because of a **malpractice incident**. "**Damages**" does not include sums payable for **punitive** or exemplary **damages**, fines or penalties.
- (e) **Injury** means bodily **injury**, sickness, disease or death sustained by any one person.
- (f) **Malpractice incident** means any act, error or omission by the **Insured** in the providing of or failure to provide **professional services**. All such acts, errors, or omissions causally related to the rendering of or failure to render **professional services** to one person shall be considered one **malpractice incident**. A pregnant woman and her unborn child shall be considered one person. Causally related acts, errors and omissions include acts, errors and omissions that have a common cause or form a causal chain of events. A **malpractice incident** shall be deemed to have occurred at the time of the earliest act, error or omission comprising that **malpractice incident**. For purposes of this definition, a continuing course of treatment or repeated exposure to substantially the same general conditions constitutes a single **malpractice incident**.
- (g) **Non-professional employee** means a person employed by **you**, or by the insured professional **corporation**, who performs duties or provides services which may be performed or provided without a license as required under applicable state or federal law.

- (h) **Paraprofessional employee** means a person employed by **you**, or by the insured professional **corporation**, who performs duties or provides services for which a license is required under applicable state or federal law, but which must be performed under the supervision of the insured **healthcare practitioner**.
- (i) **Physician** means a doctor of medicine, osteopathy or podiatry within his respective scope of practice as defined by law.
- (j) **Policy period** means the period of time from the inception date to the policy expiration date as set forth in the Declarations or to the date the policy is cancelled, whichever occurs first.
- (k) **Retroactive date** means the date identified as such in the Declarations. The **retroactive date** is either:
 - (1) The effective date of the policy; or
 - (2) A date other than the effective date of the policy upon which the **Company** and the **Named Insured** agree that policy coverage will take effect.

THE EXCLUSIONS

This Policy Does Not Apply:

- (a) to any **claim** based upon or arising out of any dishonest, fraudulent, criminal, malicious or knowingly wrongful acts, errors or omissions intentionally committed by or at the direction of the **Insured**;
- (b) to any **claim** based upon or arising out of, in whole or in part, discrimination by the **Insured** on the basis of race, creed, age, sex or national origin;
- (c) to any act committed in violation of any law or ordinance;
- (d) to any act committed while under the influence of intoxicants or narcotics; or to any act involving the abusive use of any drug or substance which affects the **Insured's** ability or professional judgment in rendering professional services;
- (e) to any liability arising out of the **Insured's** activities in his capacity as proprietor, superintendent, executive officer, director, partner or trustee of any hospital, sanitarium, clinic with bed-and-board facilities, laboratory or other business enterprise not named as an **Insured** under this policy;
- (f) to any **claim** based upon or arising out of any liability voluntarily assumed by the **Insured** under any contract or agreement, whether written or oral.

Also, this exclusion shall not apply to a written or oral agreement regarding services by the **Insured** as a member of a formal accreditation, peer review or similar professional board or committee, subject to the limits outlined in the SUPPLEMENTAL BENEFITS section of this policy;

- (g) to any **claim** based upon or arising out of services performed by the **Insured** as a paid consultant for a third party, when such **claim** is made by said third party;
- (h) to any **claim** which, in whole or in part, arises out of or has its origin in sexual misconduct or sexual molestation or any similar act, whether under the guise of treatment or not; but this exclusion shall not apply to liability of the **Insured** arising out of sexual misconduct or molestation or any similar act by any other person for whose acts or omissions the **Insured** is legally responsible;
- (i) to any **claim** based upon or arising out of, in whole or in part, any act, error or omission of an **Insured** outside the scope of practice of the insured's **professional services** in the state in which that **Insured** is licensed;
- (j) to any **claim** arising out of the provision of the insured's **professional services** during any time the **Insured's** license to practice has been suspended, revoked, voluntarily surrendered or lapsed;
- (k) to the supplying of **professional services** to animals;

- (l) to the use of X-ray (except for diagnostic purposes);
- (m) to radium;
- (n) to the intentional infliction of **injury**.
- (o) to obstetrics, gynecological or urological services, whether or not within the scope of practice of the **Insured's** state;
- (p) to the transmission of any communicable disease;
- (q) to any liability assumed by an **Insured** under any oral or written agreement which guarantees the result of any treatment;
- (r) to surgery, whether or not within the **Insured's** scope of practice;
- (s) to any **malpractice incident** arising out of circumstances known to the **Insured** as likely to result in a **claim**, or which through the exercise of ordinary diligence should have been known to the **Insured** as likely to result in a **claim**, prior to the issuance of this policy;
- (t) to any **malpractice incident** or **claim** which was reported, either verbally or in writing to a previous insurance carrier, self-insurance program, trust or other risk assuming entity;
- (u) to any **malpractice incident** based upon or arising from an act, error or omission in the rendering of or failure to render **professional services** before the **retroactive date** when the **Insured** knew or reasonably should have known a **claim** would result;
- (v) to any liability of any **Insured** for the failure of the insured's **professional services** to conform with any advertising, oral or written promise, contract or representation;
- (w) to any liability of any **Insured's** offer of payment, assumption of any obligation or incurring of any expense without **our** written approval;
- (x) to any **Insured** entering into any agreement with a patient related to the resolution of a **claim** or dispute arising out of the provision of the insured's **professional services**, unless such agreement is first submitted to the **Company** and approved in writing;
- (y) to pollution, contamination or waste disposal;
- (z) to any **claim** for punitive **damages**, exemplary **damages**, fines or other penalties imposed by law, unless that coverage is required by the state where **you** practice;
- (aa) to the liability of any **Insured** arising out of acts or omissions of any **healthcare practitioner**, chiropractor or **physician you** employ;
- (bb) to liability of any **Insured** arising out of the provision of **professional services** by any of **your** employed healthcare practitioners, or any of **your** employees or agents, whether actual or implied by law, which occur while the employed **healthcare practitioner's**, employee's or agent's license to practice or any other license which is needed to perform the services for which said employee or agent is employed has been suspended, revoked, voluntarily surrendered or lapsed;
- (cc) to any liability of any **Insured** arising out of intentionally falsifying, destroying or obliterating healthcare records or other documents or evidence;
- (dd) despite any other provision of this policy, to any **claim** alleged to be caused by:
 - (1) an **Insured's** breach of fiduciary duty;

- (2) an **Insured's** actual gain of personal profit, or advantage to which the **Insured** is not legally entitled;
- (3) remuneration paid to an **Insured** if such payment is held by the courts to be in violation of the law;
- (4) an **Insured's** alleged or actual involvement in any:
 - (a) Anti-trust law violation; or
 - (b) Agreement or conspiracy to restrain trade;
- (5) the failure to collect contributions owed to any employee benefit plan or the failure to return any contributions if such amounts are, or could be, chargeable to the employee benefit plan;
- (6) benefits payable or paid to a participant or beneficiary of an employee benefit plan.

For purposes of this exclusion, fiduciary duty means:

The duty that arises when the business transacted, money or property handled, is not **your** own or for **your** benefit, but for the benefit of another person, to whom **you** stand in a relationship implying and necessitating confidence, trust and good faith, whether or not that duty arises by matter of law, contract or otherwise. This includes duties, which may arise as a fiduciary under the Employee Retirement Income Security Act of 1974 or any of its amendments;

- (ee) to any liability for **damages** imposed by an administrative or regulatory order, ruling or similar decree;
- (ff) to any **claim** based upon or arising out of, in whole or in part, a violation of the Health Insurance Portability and Accountability Act and the privacy or security regulations adopted thereunder, or any similar law or statute;
- (gg) to the liability of any **Insured** for any **claim** under any statute or law regulating unfair trade practices, unfair competition, the use of trade secrets, patent, copyright, trademark, or trade dress infringement, or other similar statutes or laws, or any **claim** made under Title 18, U.S.C. § 1961 through 18 U.S.C. § 1968, otherwise known as the Racketeer Influenced and Corrupt Organizations Act, or Title 15, U.S.C.A.;
- (hh) to any liability of any **Insured** under any worker's compensation, unemployment compensation or disability benefits law or under any similar statute;
- (ii) to any **claim** based upon or arising out of, in whole or in part, a violation of the Americans with Disabilities Act.
- (jj) to any liability of a **corporation** arising out of malpractice committed by any person who is a **Named Insured** under any contract of insurance issued or managed by any company which is a part of the PICA Group or committed by any person acting as a licensed **healthcare practitioner**, chiropractor, **physician** or surgeon.
- (kk) to any act performed by a CRNA (Certified Registered Nurse Anesthetist).

TERRITORY

This policy applies to malpractice, which happens anywhere in the world, provided that the original suit against the **Insured** is brought within the United States of America.

LIMITS OF LIABILITY

1. The limits of the **Company's** liability stated in the Declarations shall apply to the individual **healthcare practitioner** defined as an **Insured** hereunder and to the **corporation** named in the Declarations for malpractice.

EACH INCIDENT:

Regardless of the number of **Insureds** under the policy, the number of **Insureds** under the policy against whom **claims** are made, the number of persons for whom the **Insured** is legally responsible, the number of persons or entities making **claims** or bringing suits, the number of **claims** made or suits brought because of **injury**, the number of **policy periods** involved or the number of **injuries** involved, the total limit of liability of the **Company** for all **damages** arising out of one covered incident first made against the **Insured** and reported to the **Company** in writing during the **policy period** shall not exceed the amount stated in the Declarations for "each **claim**." The term "each **claim**" in the context of a malpractice **claim**, shall be interpreted to refer to a **malpractice incident** as defined herein.

Notwithstanding that a **claim** or suit is brought against more than one **Insured** under this policy, the coverage afforded hereunder shall not exceed the limits of liability available to any single **Insured**.

AGGREGATE:

Regardless of the number of **claims** made or suits brought or the number of persons or organizations making **claims** or bringing suits or the number of **Insureds** under this policy against whom **claims** are made, the total limit of the liability of the **Company** for all **damages** arising out of **claims** first made against the **Insured** and reported to the **Company** in writing during the **policy period** for **malpractice incidents** shall not exceed the aggregate limit of liability set forth in the Declarations.

2. The **Company** shall pay in addition to the applicable limits of liability all reasonable **claim expenses**.

SUPPLEMENTAL BENEFITS

In addition to the limit of the **Company's** liability shown in the Declarations, the **Company** will also pay:

1. up to \$500.00 per day per **claim** to replace income lost when **your** practice is suspended due to the attendance of the **Named Insured** at a hearing or trial at **our** request, up to a maximum of \$5,000 per **claim** and \$5,000 aggregate;

The **Named Insured's** consent is not needed to make any payment under the SUPPLEMENTAL BENEFITS section of this policy. Further, this section does not change any other terms or conditions of this policy.

CLAIM CONDITIONS

1. **Notice of Claim or Suit:** As a condition precedent to his right to the protection afforded by this insurance, the **Insured** shall, as soon as practicable, give to the **Company** written notice of any **claim** made against him.

In the event suit is brought against the **Insured**, the **Insured** shall IMMEDIATELY forward to the **Company** every demand, notice, summons, complaint or other process received by him or by his representatives.

2. **Assistance and Cooperation of the Insured:** The **Insured** shall cooperate with the **Company** and upon the **Company's** request shall submit to examination by a representative of the **Company**, under oath if required, and shall attend hearings, depositions and trial and shall assist in effecting settlement, securing and giving evidence, obtaining the attendances of witnesses and in the conduct of suits, as well as in the giving of a written statement or statements to the **Company's** representatives and meeting with such representatives for the purpose of investigation and/or defense, all without charge to the **Company**. The **Insured** shall further cooperate with the **Company** and do whatever is necessary to secure and effect any rights of indemnity, contribution or apportionment which the **Insured** may have. The **Insured** shall not except at his own cost, make any payment, admit any liability, settle any **claims**, assume any obligation or incur any expense without the written consent of the **Company**.
3. **False or Fraudulent Claims:** If any **Insured** shall commit fraud in proffering any **claim** as regards amount or otherwise, this insurance shall become void as to such **Insured** from the date such fraudulent **claim** is proffered.

4. **Consent to Settle:** The **Company** shall not settle any **claim** without the written consent of the **Insured**. If the **Insured** is a **corporation**, the written consent of an **Insured** who was formerly, but is no longer a member of the business entity will not be required; provided that a duly authorized principal of the business entity gives his written consent on behalf of the **corporation**.

The **Insured** cannot unreasonably withhold consent from the **Company**.

OTHER CONDITIONS

1. **Application:** By acceptance of this policy, the **Insured** agrees that the statements in the **application** are his representations, that they shall be deemed material, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the **Company**, or any of its agents, relating to this insurance.
2. **Other Insurance:** The insurance afforded by this policy is excess over any other valid and collectible insurance available to any **Insured**, including any amounts collectible under a self-insured retention or trust or other self-insurance plan. This provision does not apply to insurance specifically written to be in excess of this policy.
- (a) When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the **Company** shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provisions below:
- (b) Contribution by Equal Shares. If all of such other valid and collectible insurance provides for contribution by equal shares, the **Company** shall not be liable for a greater proportion of such loss than would be payable if each insurer were to contribute an equal share until the share of each insurer would equal the lowest applicable limit of liability under any one policy or the full amount of the loss were paid, and with respect to any amount of loss not so paid, the remaining insurers then were to continue to contribute equal shares of the remaining amount of the loss until each such insurer would have paid its limit in full or the full amount of the loss would be paid.
- (c) Contribution by Limits. If any of such other insurance does not provide for contribution by equal shares, the **Company** shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.
3. **Changes:** Notice to any agent or knowledge possessed by any agent or other person acting on behalf of the **Company** shall not effect a waiver or a change in any part of this policy or stop the **Company** from asserting any right under the terms of the policy, nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

The **Insured** must notify the **Company** within thirty days of any change in practice, including location, employment, procedures, professional association or other affiliations.

4. **Assignment:** Assignment of interest under this policy shall not bind the **Company** unless its consent is endorsed hereon.
5. **Subrogation:** In the event of any payment under this policy, the **Company** shall be subrogated to all the **Insured's** rights of recovery therefore against any person or organization and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing after the **claim** to prejudice such rights.

The **Company** shall not exercise any such rights against any persons, firms or **corporations** included in the definition of "**Insured**." Notwithstanding the foregoing, however, the **Company** reserves the right to exercise any rights of subrogation against an **Insured** in respect of any **claim** brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of such **Insured**.

6. **Action Against the Company:** No action shall lie against the **Company** unless as a condition precedent thereto, the **Insured** shall have fully complied with all the terms of this policy, nor until the amount of the **Insured's** obligation to pay shall have been fully and finally determined either by judgment against the **Insured** after actual trial or by written agreement of the **Insured**, the claimant and the **Company**.

Nothing contained in this policy shall give any person or organization any right to join the **Company** as a co-defendant in any action against the **Insured** to determine the **Insured's** liability. Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the **Company** of any of its obligations hereunder.

7. **Cancellations:** This policy may be cancelled by the **Named Insured** by surrender thereof to the **Company** or to any of its authorized agents or by mailing to the aforementioned written notice stating when thereafter the cancellation shall be effective. If cancelled by the **Insured**, the **Company** shall retain the customary short rate proportion of the premium.

This policy may be cancelled by the **Company** by mailing to the **Named Insured** at the address stated in the Declarations written notice stating when not less than thirty (30) days thereafter such cancellation shall be effective. However, if the **Company** cancels the policy because the **Insured** has failed to pay a premium when due, this policy may be cancelled by the **Company** by mailing a written notice of cancellation to the **Insured** stating when, not less than ten (10) days thereafter, such cancellation shall be effective. The mailing of notice as aforementioned shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the **policy period**. Delivery of such written notice by the **Named Insured**, the **Company** or its authorized agent shall be equivalent to mailing. If the **Company** cancels, earned premium shall be computed pro rata, except in the event of cancellation for nonpayment of premium due. Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter. **Your** bankruptcy or insolvency shall not preclude **us** from asserting **our** right to cancel or nonrenew this policy.

8. **Premium:** All premiums for this policy shall be computed in accordance with the **Company's** rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.
9. **Inspection and Audit:** The **Company** shall be permitted but not obligated to inspect the **Named Insured's** property and operations at any time. Neither the **Company's** right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the **Named Insured** or others, to determine or warrant that such property or operations are safe.

The **Company** may examine and audit the **Named Insured's** books and records at any time during the **policy period** and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

The **Named Insured** shall maintain records of such information as are necessary for premium computation, and shall send copies of such records to the **Company** at the end of the **policy period** as the **Company** may direct.

10. **Liberalization:** In the event the **Company** adopts any revision that would broaden coverage under this policy without additional premium during the **policy period**, the broadened coverage will immediately apply to this policy.
11. **Conformity with Statutes:** Any terms of this policy which are in conflict with the statutes or regulations of any state or jurisdiction in which the policy is issued are amended to conform to such statutes or regulations.
12. **Service of Suit:** It is agreed that in the event of the failure of the **Company** to pay any amount claimed to be due hereunder, the **Company**, at the request of the **Named Insured**, will submit to the jurisdiction of any court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such court. It is further agreed that service of process in such suit may be made upon the Director of the Division of Insurance, State of Illinois, Springfield, Illinois, 62767, and that in any suit instituted against it upon this contract, the **Company** will abide by the final decision of such court or of any appellate court in the event of an appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefor, and which is applicable to the **Company**, the **Company** hereby designates the Superintendent, Commissioner, or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as its true and lawful attorney, upon whom may be served any lawful process in an action, suit or proceeding instituted by or on behalf of the **Named Insured** or any beneficiary hereunder arising out of this contract of insurance.

13. **This policy shall be effective when issued, without regard to delivery.**

14. Throughout this policy, the pronouns “he,” “his” and “him” shall be construed to mean a member of either sex.

EXTENDED REPORTING PERIOD (Tail Coverage)

In the event of termination of this insurance by reason of non-renewal or cancellation, unless the termination is for non-payment of premium or the **Insured's** non-compliance with the terms and conditions of this policy, the **Named Insured** may purchase, for an additional premium, an Extended Reporting Period. Under the Extended Reporting Period endorsement, an **Insured** can report **claims** that took place on or after the **retroactive date** and before the termination of the policy, subject to any applicable statute of limitations. The **Named Insured** must request this coverage in writing within thirty (30) days after the policy terminates. The premium for this coverage will be based on the rules and rating plans in effect at the time of policy termination. Written request for this coverage must include full payment of premium for the Extended Reporting Period endorsement as well as any other premiums due and owing the **Company**. If a written request and premium payment are not submitted to the **Company** within thirty (30) days of termination of this policy, the **Insured** will not be able to exercise this right at a later date and this offer of an Extended Reporting Period is withdrawn by the **Company**. This coverage cannot be cancelled by the **Company** or by the **Named Insured** after the Extended Reporting Period endorsement is issued and the premium is paid in full.

If, however, this insurance is immediately succeeded by similar **claims** made insurance coverage on which the **retroactive date** is the same as, or earlier than, that shown in the Declarations of this policy, the succeeding insurance shall be deemed to be a renewal hereof, and the **Insured** shall have no right to secure an Extended Reporting Period.

This Extended Reporting Period shall not be available when any **Insured's** license or right to practice his **covered healthcare profession** is revoked, suspended or surrendered.

The **Insured** has no express, implied, cumulative or vested right to purchase or obtain an Extended Reporting Period at no additional charge, except as provided in this policy.

The **Company** will provide the Extended Reporting Period endorsement to the **Named Insured** or the **Named Insured's** estate at no additional charge if any one of the following circumstances occurs during the period of this policy:

1. The **Named Insured** dies; or
2. The **Named Insured** becomes permanently disabled and is unable or incapable of performing or continuing the practice of the **covered healthcare profession**. Such disability:
 - a. Must be certified as such by a qualified medical practitioner;
 - b. Must have existed continuously for not less than six (6) months;
 - c. Must have rendered the **Named Insured** unable or incapable of performing or continuing to perform the **covered healthcare profession**; and
 - d. Must be expected to be continuous and permanent.
3. The **Named Insured** retires from practice at any age after having completed five consecutive years of coverage with the **Company**.

This Extended Reporting Period is subject to all other terms, conditions, and exclusions of the policy. The Extended Reporting Period only extends the time period during which a claim may be reported, and does not in any way increase the limits of liability of the policy.

IN WITNESS WHEREOF, the **Company** has caused this policy to be signed by its President and Secretary, but this policy shall not be valid unless countersigned on the Declarations page by a duly authorized representative of the **Company**.

President

Secretary

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

The endorsement modifies the provisions of this policy.

It is agreed that:

1. This policy does not apply:
 - A. Under any Liability Coverage, to bodily injury or property damage
 - (1) with respect to which an Insured under this 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 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 the agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Medical Payments Coverage, or any Supplementary Payment provision relating to first aid, 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 endorsement:

"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 (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) and (b) thereof;

"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 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 of 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;

"property damage" includes all forms of radioactive contamination of property.



Policy Issued By		[Company Name Inserted Here] (Herein called "We" or "Us") [Company Mailing Address Inserted Here]
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Healthcare Professional Liability Policy Endorsement Amend Named Insured

In consideration of the premium stated below, it is agreed that the following items on the Declarations are amended as indicated. All other terms and conditions of the policy remain unchanged.

Policy Number		
Named Insured		
Business Address		
Policy Period		Effective from MM/DD/YYYY to MM/DD/YYYY 12:01 A.M. Standard time at your address stated above
Policy Limits		Each Claim Aggregate
Effective Date of Endorsement		MM/DD/YYYY
Purpose		Amend Named Insured
Premium Change		
Your Agent		

Authorized Signature



Policy Issued By		[Company Name Inserted Here] (Herein called "We" or "Us") [Company Mailing Address Inserted Here]
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Healthcare Professional Liability Policy Endorsement Amend Business Address

In consideration of the premium stated below, it is agreed that the following items on the Declarations are amended as indicated. All other terms and conditions of the policy remain unchanged.

Policy Number		
Named Insured		
Business Address		
Policy Period		Effective from MM/DD/YYYY to MM/DD/YYYY 12:01 A.M. Standard time at your address stated above
Policy Limits		Each Claim Aggregate
Effective Date of Endorsement		MM/DD/YYYY
Purpose		Amend Business Address
Premium Change		
Your Agent		

Authorized Signature



Policy Issued By | **[Company Name Inserted Here]**
(Herein called "We" or "Us")
[Company Mailing Address Inserted Here]

Healthcare Professional Liability Policy Endorsement Amend Rating Territory

In consideration of the premium stated below, it is agreed that the following items on the Declarations are amended as indicated. All other terms and conditions of the policy remain unchanged.

Policy Number		
Named Insured		
Business Address		
Policy Period		Effective from MM/DD/YYYY to MM/DD/YYYY 12:01 A.M. Standard time at your address stated above
Policy Limits		Each Claim Aggregate
Effective Date of Endorsement		MM/DD/YYYY
Purpose		Amend Rating Territory from _____ to _____
Premium Change		
Your Agent		

Authorized Signature



Policy Issued By		[Company Name Inserted Here] (Herein called "We" or "Us") [Company Mailing Address Inserted Here]
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Healthcare Professional Liability Policy Endorsement Amend Limits of Liability

In consideration of the premium stated below, it is agreed that the following items on the Declarations are amended as indicated. All other terms and conditions of the policy remain unchanged.

Policy Number		
Named Insured		
Business Address		
Policy Period		Effective from MM/DD/YYYY to MM/DD/YYYY 12:01 A.M. Standard time at your address stated above
Policy Limits		Each Claim Aggregate
Effective Date of Endorsement		MM/DD/YYYY
Purpose		Amend Limits of Liability
Premium Change		
Your Agent		

Authorized Signature



Policy Issued By		[Company Name Inserted Here] (Herein called "We" or "Us") [Company Mailing Address Inserted Here]
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**Healthcare Professional Liability Policy Endorsement
Add Part-Time Discount**

In consideration of the premium stated below, it is agreed that the following items on the Declarations are amended as indicated. All other terms and conditions of the policy remain unchanged.

Policy Number		
Named Insured		
Business Address		
Policy Period		Effective from MM/DD/YYYY to MM/DD/YYYY 12:01 A.M. Standard time at your address stated above
Policy Limits		Each Claim Aggregate
Effective Date of Endorsement		MM/DD/YYYY
Purpose		Amend Premium to Reflect Part-Time Discount
Premium Change		
Your Agent		

Authorized Signature



Policy Issued By | **[Company Name Inserted Here]**
(Herein called "We" or "Us")
[Company Mailing Address Inserted Here]

Healthcare Professional Liability Policy Reinstatement Endorsement

You are hereby notified that the policy designated below, including all attachments and endorsements, is reinstated as stated below in accordance with the terms and conditions of the policy.

Policy Number |

Named Insured |

Business Address |

Policy Period | Effective from **MM/DD/YYYY to MM/DD/YYYY**
12:01 A.M. standard at your address stated above

Effective Date of Reinstatement | **MM/DD/YYYY**
at 12:01 A.M. standard time at your address stated above.

Premium |

Your Agent |

Authorized Signature



Healthcare Professional Liability Policy Endorsement Temporary Leave of Absence

Policy Number	Named Insured	
Policy Inception	Policy Expiration	Effective Date of Endorsement

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

It is hereby understood and agreed that all coverage is suspended for any claim or claims for injury arising out of direct patient treatment rendered during the period of the policy interruption, commencing on the effective date shown above, due to the insured's temporary cessation of practice. A discount of 75% of net premium prorated for the time of leave shall apply. Reinstatement will be made, subject to company's approval, upon the insured's return to practice.

Signature of Authorized Representative	Pro-rata Additional Premium	Pro-rata Return Premium
<i>Karen S. King</i> Date Prepared		



Healthcare Professional Liability Policy Endorsement Reactivation from Leave of Absence

Policy Number	Named Insured	
Policy Inception	Policy Expiration	Effective Date of Endorsement

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

It is hereby understood and agreed that, as of the effective date shown above, coverage is resumed for any claim or claims for injury arising out of direct patient treatment; provided, however, that no coverage is afforded for any claims arising out of direct patient treatment rendered during the period of policy interruption.

Signature of Authorized Representative <i>Karen S. King</i> Date Prepared	Pro-rata Additional Premium	Pro-rata Return Premium
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Healthcare Professional Liability Policy Endorsement Locum Tenens

Policy Number	Named Insured	
Policy Inception	Policy Expiration	Effective Date of Endorsement

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

It is hereby understood and agreed that coverage is being provided to _____ while practicing locum tenens for the Named Insured during the period beginning _____ and ending _____ only; and no coverage is being provided after _____.

Note: "Locum tenens" means "Substitute" or "holding the place of" in Latin.

Signature of Authorized Representative	Pro-rata Additional Premium	Pro-rata Return Premium
<i>Karen S. King</i> Date Prepared		



Policy Issued By | **[Company Name Inserted Here]**
(Herein called "We" or "Us")
[Company Mailing Address Inserted Here]

**Healthcare Professional Liability Policy Endorsement
Add Teaching Discount**

In consideration of the premium stated below, it is agreed that the following items on the Declarations are amended as indicated. All other terms and conditions of the policy remain unchanged.

Policy Number		
Named Insured		
Business Address		
Policy Period		Effective from MM/DD/YYYY to MM/DD/YYYY 12:01 A.M. Standard time at your address stated above
Policy Limits		Each Claim Aggregate
Effective Date of Endorsement		MM/DD/YYYY
Purpose		Amend Premium to Reflect Teaching Discount
Premium Change		
Your Agent		

Authorized Signature



Policy Issued By | **[Company Name Inserted Here]**
(Herein called "We" or "Us")
[Company Mailing Address Inserted Here]

**Healthcare Professional Liability Policy Endorsement
Remove Teaching Discount**

In consideration of the premium stated below, it is agreed that the following items on the Declarations are amended as indicated. All other terms and conditions of the policy remain unchanged.

Policy Number		
Named Insured		
Business Address		
Policy Period		Effective from MM/DD/YYYY to MM/DD/YYYY 12:01 A.M. Standard time at your address stated above
Policy Limits		Each Claim Aggregate
Effective Date of Endorsement		MM/DD/YYYY
Purpose		Amend Premium to Remove Teaching Discount
Premium Change		
Your Agent		

Authorized Signature



Policy Issued By | **[Company Name Inserted Here]**
(Herein called "We" or "Us")
[Company Mailing Address Inserted Here]

Healthcare Professional Liability Policy Endorsement Remove Part-Time Discount

In consideration of the premium stated below, it is agreed that the following items on the Declarations are amended as indicated. All other terms and conditions of the policy remain unchanged.

Policy Number		
Named Insured		
Business Address		
Policy Period		Effective from MM/DD/YYYY to MM/DD/YYYY 12:01 A.M. Standard time at your address stated above
Policy Limits		Each Claim Aggregate
Effective Date of Endorsement		MM/DD/YYYY
Purpose		Amend Premium to Remove Part-Time Discount
Premium Change		
Your Agent		

Authorized Signature



Policy Issued By	<p>[Company Name Inserted Here] (Herein called "We" or "Us")</p> <p>[Company Mailing Address Inserted Here]</p>
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Healthcare Professional Liability Policy Extended Reporting Period Endorsement

In consideration of the payment of the additional premium stated below, and in accordance with the terms and conditions of this policy, this policy is extended to apply to CLAIMS MADE AGAINST THE INSURED on or after the effective date of this endorsement, subject to any applicable statute of limitations.

This endorsement covers claims that would have been covered under your policy, had they been reported before the date your policy ended. The professional services on which the claim is based must have taken place after the retroactive date of your policy and before the date your policy ended. The claim must first be made during the period of this endorsement.

Policy Number	
Named Insured	
Business Address	
Effective Date of Cancellation	<p>MM/DD/YYYY 12:01 A.M. Standard time at your address stated above</p>
Effective Date of This Endorsement	<p>MM/DD/YYYY</p>
Retroactive Date	<p>This insurance does not apply to Professional Services which take place Before the Retroactive Date shown below. Retroactive Date: MM/DD/YYYY</p>
Premium due for this Endorsement	<p>\$X,XXX.XX</p>
Policy Limits	<p style="text-align: center;">Each Claim Aggregate</p>
Your Agent	

Authorized Signature



**Policy
Issued
By**

[Company Name Inserted Here]
(Herein called "We" or "Us")
[Company Mailing Address Inserted Here]
In the event of questions, please call [Toll-Free Number Inserted Here]

Healthcare Professional Liability Policy Declarations Page

Claims Made Policy: Except to such extent as may be provided otherwise herein, this policy is limited to liability only for those CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD. **Please review the policy carefully.**

Policy Number
Named Insured
Business Address

**Policy
Period**

Effective from **MM/DD/YYYY to MM/DD/YYYY**
12:01 A.M. Standard time at your address stated above

**Retroactive
Date**

This insurance does not apply to Professional Services which take place
Before the Retroactive Date shown below.
Retroactive Date: MM/DD/YYYY

**Premium
PCF/Taxes**

**Policy
Limits**

**Each Claim
Aggregate**

**Forms/
Endorsements**

Form(s) and Endorsement(s) attached to this policy at inception:

**Your
Agent**

Authorized Signature



Policy Issued By | **[Company Name Inserted Here]**
(Herein called "We" or "Us")
[Company Mailing Address Inserted Here]

Healthcare Professional Liability Policy Cancellation Notice

You are hereby notified that the policy designated below, including all attachments and endorsements, is cancelled as stated below in accordance with the terms and conditions of the policy.

Policy Number |

Named Insured Business Address |

Policy Period | Effective from **MM/DD/YYYY to MM/DD/YYYY**
12:01 A.M. standard at your address stated above

Effective Date of Cancellation | **MM/DD/YYYY**
at 12:01 A.M. standard time at your address stated above.

Reason for Cancellation |

Premium |

Your Agent |

Authorized Signature



Policy Issued By | **[Company Name Inserted Here]**
(Herein called "We" or "Us")
[Company Address Inserted Here]

Healthcare Professional Liability Policy NonRenewal Notice

You are hereby notified that the policy designated below, including all attachments and endorsements, will not be renewed for the reason(s) stated below.

Policy Number		
Named Insured Business Address		
Policy Period		Effective from MM/DD/YYYY to MM/DD/YYYY 12:01 A.M. standard at your address stated above
Effective Date of NonRenewal		MM/DD/YYYY at 12:01 A.M. standard time at your address stated above.
Reason for NonRenewal		
Premium		
Your Agent		

Authorized Signature



Policy Issued By | **[Company Name Inserted Here]**
(Herein called "We" or "Us")
[Company Mailing Address Inserted Here]

**Healthcare Professional Liability Policy
Cancellation Notice – NonPayment of Premium**

You are hereby notified that the policy designated below, including all attachments and endorsements, is cancelled as stated below in accordance with the terms and conditions of the policy.

Policy Number |

Named Insured |

Business Address |

Policy Period | Effective from **MM/DD/YYYY to MM/DD/YYYY**
12:01 A.M. standard at your address stated above

Effective Date of Cancellation | **MM/DD/YYYY**
at 12:01 A.M. standard time at your address stated above.

Reason for Cancellation | Non-payment of premium

Payment Due | In order to reinstate your policy, a payment of **\$XXX.XX** must be received by the
cancellation date shown above.

Payment Address: Remit payment to:

Your Agent |

Authorized Signature

[Insert Company Name/Logo Here]

ENDORSEMENT

CHANGE OF COMPANY ADDRESS

This endorsement modifies the company address wherever appearing in the attached policy document(s) to be:

[Insert new company address]

No other changes are made by this endorsement.



**PACO ASSURANCE COMPANY, INC.
HEALTHCARE PROFESSIONAL CLAIMS-MADE POLICY
AMENDATORY ENDORSEMENT - STATE OF ARKANSAS**

This endorsement modifies the terms of the policy.

I. Section Definitions, the following is added as item (I):

Punitive Damages mean damages that may be imposed to punish a wrongdoer and to deter others from similar conduct.

II. Section Other Conditions, item 7, **Cancellations**, is hereby deleted in its entirety and replaced with the following:

Cancellations: This policy may be cancelled by the **Named Insured** by surrender thereof to the **Company** or to any of its authorized agents or by mailing to the aforementioned written notice stating when thereafter the cancellation shall be effective. If cancelled by the **Insured**, the **Company** shall retain the customary short rate proportion of the premium.

This policy may be cancelled by the **Company** by mailing to the **Named Insured** at the address stated in the Declarations written notice stating when not less than thirty (30) days thereafter such cancellation shall be effective. However, if the **Company** cancels the policy because the **Insured** has failed to pay a premium when due, this policy may be cancelled by the **Company** by mailing a written notice of cancellation to the **Insured** stating when, not less than ten (10) days thereafter, such cancellation shall be effective. The notice shall contain the reason for such cancellation. The mailing of notice as aforementioned shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the **policy period**. Delivery of such written notice by the **Named Insured**, the **Company** or its authorized agent shall be equivalent to mailing. If the **Company** cancels, earned premium shall be computed pro rata, except in the event of cancellation for nonpayment of premium due. Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter. **Your** bankruptcy or insolvency shall not preclude **us** from asserting **our** right to cancel or nonrenew this policy.

After coverage has been in effect for more than sixty (60) days or after the effective date of a renewal policy, a notice of cancellation shall not be issued unless it is based on at least one (1) of the following reasons:

- (i) Nonpayment of premium;
- (ii) Fraud or material misrepresentation made by or with the knowledge of the **Named Insured** in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
- (iii) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
- (iv) Violation of any local fire, health, safety, building, or construction regulation or ordinances with respect to any insured property or the occupancy of the property, which substantially increases any hazard insured against under the policy;
- (v) Nonpayment of membership dues in those cases where the bylaws, agreements, or other legal instruments of the insurer issuing the policy require payment as a condition of the issuance and maintenance of the policy; or
- (vi) A material violation of a material provision of the policy.

This policy may be non-renewed by mailing to the **Named Insured** at the address stated in the Declarations written notice stating when, not less than sixty (60) days thereafter, such non-renewal shall be effective, except in the case of non-payment of premium, in which case a ten (10) day notice shall be given.

III. The following is added to the **OTHER CONDITIONS** section of this policy:

Notice of Rate Increase: Written notice for premium increases in excess of twenty-five percent (25%) will be mailed to the agent at least sixty (60) days and to the Insured at least thirty (30) days prior to the expiration date of the policy.

IV. The **EXTENDED REPORTING PERIOD (Tail Coverage)** section of the Claims-Made policy is hereby deleted in its entirety and replaced with the following:

In the event of termination of this policy by reason of non-renewal or cancellation, the **Named Insured** shall have the right to an automatic Extended Reporting Period or an Extended Reporting Period as follows:

1) Automatic Extended Reporting Period

Upon termination of coverage, a 60-day automatic Extended Reporting Period will be provided by the insurer. The aggregate liability limit for this automatic Extended Reporting Period shall be equal to the amount of coverage remaining in the policy's annual aggregate liability limit.

2) Extended Reporting Period

Within the 60-day automatic Extended Reporting Period and upon payment of an additional premium, the **Insured** shall have the option to extend the claims reporting period. The limit of liability in the policy aggregate for the extended reporting period shall be the greater of the amount of coverage remaining in the expiring policy aggregate or fifty percent (50%) of the aggregate at policy inception.

The **Named Insured** must request the Extended Reporting Period endorsement in writing within sixty (60) days after the cancellation or termination date of this policy. The premium for this coverage will be based on the rules and rating plans in effect at the time of policy cancellation or termination. Written request for this coverage must include full payment of premium for the Extended Reporting Period endorsement. If written request and premium payment are not submitted to the **Company** within (60) sixty days of cancellation or termination of this policy, the **Insured** will not be able to exercise this right at a later date and this offer of an Extended Reporting Period is withdrawn by the **Company**. This coverage cannot be cancelled by the **Company** or by the **Named Insured** after the Extended Reporting Period endorsement is issued and the premium is paid in full.

If, however, this insurance is immediately succeeded by similar claims made insurance coverage on which the **retroactive date** is the same as, or earlier than, that shown in the Declarations of this policy, the Extended Reporting Period shall be excess of such succeeding insurance.

The **Insured** has no express, implied, cumulative or vested right to purchase or obtain an Extended Reporting Period at no additional charge, except as provided in this policy.

The **Company** will provide the Extended Reporting Period endorsement to the **Named Insured** or the **Named Insured's** estate at no additional charge if any one of the following circumstances occurs during the period of this policy:

1. The **Named Insured** dies; or
2. The **Named Insured** becomes permanently disabled and is unable or incapable of performing or continuing the practice of the **covered healthcare profession**. Such disability:
 - a. Must be certified as such by a qualified medical practitioner;
 - b. Must have existed continuously for not less than six (6) months.
 - c. Must have rendered the **Named Insured** unable or incapable of performing or continuing to perform the **covered healthcare profession**;
and
 - d. Must be expected to be continuous and permanent.
3. The **Named Insured** retires from practice at any age after having completed five consecutive years of coverage with the **Company**.

This Extended Reported Period is subject to all other terms, conditions, and exclusions of the policy. The Extended Reporting Period only extends the time period during which a claim may be reported, and does not in any way increase the limits of liability of the policy.

SERFF Tracking Number: *PCAG-125686149* *State:* *Arkansas*
Filing Company: *PACO Assurance Company, Inc.* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *AR-1095-HC*
TOI: *11.1 Medical Malpractice - Claims Made Only* *Sub-TOI:* *11.1000 Med Mal Sub-TOI Combinations*
Product Name: *OUM Healthcare Professionals Program*
Project Name/Number: *Initial Form Filing/AR-1095-HC*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: PCAG-125686149 State: Arkansas
Filing Company: PACO Assurance Company, Inc. State Tracking Number: EFT \$50
Company Tracking Number: AR-1095-HC
TOI: 11.1 Medical Malpractice - Claims Made Only Sub-TOI: 11.1000 Med Mal Sub-TOI Combinations
Product Name: OUM Healthcare Professionals Program
Project Name/Number: Initial Form Filing/AR-1095-HC

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 06/23/2008

Comments:

Attachments:

AR P&C Transmittal.pdf
Additional Forms Transmittal.pdf

Satisfied -Name: Explanatory Memorandum **Review Status:** Approved 06/23/2008

Comments:

Attachment:

AR Explanatory Memo for Initial Forms Filing.pdf

Property & Casualty Transmittal Document

<p>1. Reserved for Insurance Dept. Use Only</p>	<p>2. Insurance Department Use only</p> <p>a. Date the filing is received:</p> <p>b. Analyst:</p> <p>c. Disposition:</p> <p>d. Date of disposition of the filing:</p> <p>e. Effective date of filing:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">New Business</td> <td></td> </tr> <tr> <td>Renewal Business</td> <td></td> </tr> </table> <p>f. State Filing #:</p> <p>g. SERFF Filing #:</p> <p>h. Subject Codes</p>	New Business		Renewal Business	
New Business					
Renewal Business					

3. Group Name	Group NAIC #

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #

5. Company Tracking Number	
-----------------------------------	--

Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail

7. Signature of authorized filer	
8. Please print name of authorized filer	

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	
10. Sub-Type of Insurance (Sub-TOI)	
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: <input type="text"/> Renewal: <input type="text"/>
15. Reference Filing?	<input type="checkbox"/> Yes <input type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #

21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

22. Filing Fees (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 #:
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.)

PC TD-1 pg 2 of 2

FORM FILING SCHEDULE

(This form must be provided **ONLY** when making a filing that includes forms)
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	
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2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	
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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

PROPERTY & CASUALTY FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms.)

(Do **not** refer to the body of the filing for the forms listing, unless allowed by the state.)

	This filing transmittal is part of Company Tracking #				
	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
	Form Name/ Description/Synopsis	Form# Include edition Date	Replacement Or Withdrawn	If replacement, give form # it replaces	Previous state filing number, (if required by state)
11			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
12			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
13			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
14			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
15			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
16			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
17			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
18			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
19			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
20			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

EXPLANATORY MEMORANDUM
PACO Assurance Company, Inc.
OUM Healthcare Professionals Program

Initial Filing of Policy Forms in Arkansas

The purpose of this filing is to place on file with your Department policy forms to be used for the OUM Healthcare Professionals Program, underwritten by PACO Assurance Company, Inc.

A number of the forms for the program are based, in part, on forms previously approved by your Department for use with the OUM Chiropractor Program, another medical professional liability program underwritten by the company.

At this time, the company is filing standard policy forms which may be used for one or more types of healthcare professionals. This is a preliminary filing of the standard policy forms to be used for this program. Rates, rules, and Profession-specific policy forms will be filed at a later date.

POLICY FORMS:

Claims-Made Policy Text (PACO-HCCM-1000 Ed. 5-08)

This is our basic claims-made malpractice policy text for Healthcare Professionals. It has been drafted in such a way that it may be used for different types of healthcare professions by attaching an appropriate endorsement which defines the type of healthcare practitioner to be covered. The company will file any such endorsements for the Department's approval prior to their use.

Arkansas Amendatory Endorsement (PG-HCCM-1030-AR Ed. 6-08)

This is the state amendatory endorsement which amends the following policy provisions to bring the coverage into compliance with your state's requirements:

1. "Definitions" Section – We have added a definition for punitive damages.
2. "Other Conditions" Section:
 - a. We have amended our cancellation provision to show compliance with Arkansas regulations.
 - b. We have added a "Notice of Rate Increase" provision.
3. "Extended Reporting Period" Section – We have amended this show compliance where

General Purpose Endorsements

The following are self-explanatory, general purpose endorsements, most of which do not change the coverage provided.

PG-HCCM-1001(a) Ed. 5-08	– Amend Named Insured
PG-HCCM-1001(b) Ed. 5-08	– Amend Business Address
PG-HCCM-1001(c) Ed. 5-08	– Amend Rating Territory
PG-HCCM-1001(d) Ed. 5-08	– Amend Limits of Liability
PG-HCCM-1001(h) Ed. 5-08	– Add Part-Time Discount
PG-HCCM-1001(j) Ed. 5-08	– Reinstatement

PG-HCCM-1001(k) Ed. 5-08	– Leave of Absence
PG-HCCM-1001(l) Ed. 5-08	– Reactivation from Leave of Absence
PG-HCCM-1001(m) Ed. 5-08	– Locum Tenens
PG-HCCM-1001(n) Ed. 5-08	– Add Teaching Discount
PG-HCCM-1001(o) Ed. 5-08	– Remove Teaching Discount
PG-HCCM-1001(p) Ed. 5-08	– Remove Part-Time Discount

Extended Reporting Period Endorsement (PG-HCCM-1015 Ed. 5-08)

This endorsement extends the reporting period upon termination of a claims-made policy.

Claims-Made Declarations Page (PG-HCCM-1025 Ed. 5-08)

This is the company's declarations page, which will be attached to each policy.

Cancellation Notice (PG-HCCM-1035 Ed. 5-08)

This form is used to inform policyholders of policy termination for all reasons except for nonpayment of premium.

Cancellation Notice – Nonpayment of Premium (PG-HCCM-1037 Ed. 5-08)

This form is used to inform policyholders of policy termination due to nonpayment of premium.

NonRenewal Notice (PG-HCCM-1036 Ed. 5-08)

This form is used to inform policyholders of non-renewal.

Change of Company Address Endorsement (PG-1032-ADD Ed. 1-08)

The company will be relocating to a new office building (within the same state and county) later this year. The anticipated move date is October, dependent on construction schedules. Upon relocation of the office, this endorsement will be used to modify the company's address on policy forms, as needed.