

SERFF Tracking Number: CNAC-125672717 State: Arkansas  
Filing Company: Continental Casualty Company State Tracking Number: #229667 \$50  
Company Tracking Number: 08-F2220  
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0000 CMP Sub-TOI Combinations  
Liability  
Product Name: Dental Professional Liability Program  
Project Name/Number: Dental Professional Liability Program/08-F2220

## Filing at a Glance

Company: Continental Casualty Company  
Product Name: Dental Professional Liability Program SERFF Tr Num: CNAC-125672717 State: Arkansas  
TOI: 05.0 Commercial Multi-Peril - Liability & Non-Liability SERFF Status: Closed State Tr Num: #229667 \$50  
Sub-TOI: 05.0000 CMP Sub-TOI Combinations Co Tr Num: 08-F2220 State Status: Fees verified and received  
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith Roberts  
Author: Robert Alonzo Disposition Date: 07/16/2008  
Date Submitted: 05/30/2008 Disposition Status: Approved  
Effective Date Requested (New): 07/01/2008 Effective Date (New):  
Effective Date Requested (Renewal): 07/01/2008 Effective Date (Renewal):  
State Filing Description:

## General Information

Project Name: Dental Professional Liability Program Status of Filing in Domicile:  
Project Number: 08-F2220 Domicile Status Comments:  
Reference Organization: Reference Number:  
Reference Title: Advisory Org. Circular:  
Filing Status Changed: 07/16/2008 Deemer Date:  
State Status Changed: 06/12/2008  
Corresponding Filing Tracking Number:  
Filing Description:  
On behalf of Continental Casualty Company, we submit for your review and approval the attached new and revised forms for use with our approved National Dental Program currently on file with your department.

Enclose for your review please find:

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- the form filing memorandum, along with a copies of the new and revised forms;

## Company and Contact

### Filing Contact Information

Robert Alonzo, State Filing Analyst robert.alonzo@cna.com  
 40 Wall Street (212) 440-3478 [Phone]  
 New York, NY 10005 (212) 440-2877[FAX]

### Filing Company Information

Continental Casualty Company CoCode: 20443 State of Domicile: Illinois  
 40 Wall Street Group Code: 218 Company Type:  
 9th Floor  
 New York, NY 10005 Group Name: State ID Number:  
 (212) 440-3478 ext. [Phone] FEIN Number: 36-2114545  
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## Filing Fees

Fee Required? Yes  
 Fee Amount: \$50.00  
 Retaliatory? No  
 Fee Explanation:  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Continental Casualty Company	\$0.00	05/30/2008	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
0000229667	\$50.00	04/11/2008

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	07/16/2008	07/16/2008

### 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	06/12/2008	06/12/2008	Robert Alonzo	07/02/2008	07/02/2008

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*Project Name/Number:* Dental Professional Liability Program/08-F2220

## **Disposition**

Disposition Date: 07/16/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment: Contingent upon use of Form D-30040-B03 (04/06) and Form G-15158-F (03-05) ...applicable AR  
Amendatory endorsements.

Rate data does NOT apply to filing.

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 Project Name/Number: Dental Professional Liability Program/08-F2220

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Cover letter & Forms Memo	Approved	Yes
Form	Addition of Named Entity	Approved	Yes
Form	Practice Income Extra Expense And Extended Practice Income Limit Of Insurance	Approved	Yes
Form	Back Up Sewer or Drain	Approved	Yes
Form	Two Or More Coverage Forms or Policies Issued By Us	Approved	Yes
Form	Coverage For Candidates For Certification and/or Licensure as a Dentist Or Dental Hygienist	Approved	Yes
Form	Fire Water Damage Limit	Approved	Yes
Form	Imaging Services Exclusion For Non Patients	Approved	Yes
Form	Per Location General Liability Aggregate Limit Endorsement	Approved	Yes
Form	Exclusion-Specified Individual Or Entity	Approved	Yes
Form	Volunteer Professional Liability Policy	Approved	Yes
Form	Professional Liability Policy for Volunteer Dentists/Oral Surgeons Declarations	Approved	Yes
Form	Military Leave Of Absence - Suspension Of Professional Liability Coverage	Approved	Yes
Form	Military Leave Of Absence - Reinstatement Of Professional Liability Coverage	Approved	Yes
Form	Professional Liability Coverage Part -Claims Made	Approved	Yes
Form	Professional Liability Coverage Part -Occurrence	Approved	Yes
Form	Building, Blanket Dental Practice Personal Property and Income Coverage Part	Approved	Yes
Form	Professional Protector Plan Gold	Approved	Yes

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<b>Form</b>	Practice Income, Extra Expense and Power Failure Time Period Endorsement	Approved	Yes
<b>Form</b>	Employee Dishonesty Coverage Part	Approved	Yes
<b>Form</b>	Ordinance or Law Coverage	Approved	Yes
<b>Form</b>	HVAC Equipment Breakdown Coverage	Approved	Yes
<b>Form</b>	ERISA Fiduciary and Employee Benefits Liability Coverage Part	Approved	Yes
	ERISA Fiduciary and Employee Benefits Liability Coverage Part		
	ERISA Fiduciary and Employee Benefits Liability Coverage Part		
<b>Form</b>	Arkansas Policyholder Notice	Approved	Yes
<b>Form</b>	Dentist & Oral Surgeons Consulting Services Liab End	Approved	Yes
<b>Form</b>	AMENDATORY ENDORSEMENT - ARKANSAS	Approved	Yes
<b>Form</b>	ARKANSAS	Approved	Yes

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## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 06/12/2008  
Submitted Date 06/12/2008  
Respond By Date  
Dear Robert Alonzo,

This will acknowledge receipt of the captioned filing.

You did not include an AR Amendatory Endorsement for the compliance of the Extended Reporting Period requirement under AR Code Anno. 23-79-306 (1-6).

The basic and supplemental Extended Reporting Periods must comply as follows:

The basic ERP must be in compliance with Ark. Code Ann. §23-79-306 (b) (c). The policy must indicate that the insurer must provide at no additional charge an automatic sixty (60) day Extended Reporting Period upon cancellation or termination (for any reason including non-payment of premium or deductibles owed) of the policy by the insured or insurer. And, at the expiration of the automatic sixty (60) day extended reporting period, a supplemental (optional) extended reporting period endorsement must be offered by the insurer.

You may not refuse either the basic 60 day ERP or fail to put into force the supplemental optional ERP if requested by the insured and premium paid. In cases of termination for non-payment of premium, the ERPs may only be refused for flat cancellation as of the date of inception.

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.

Please feel free to contact me if you have questions.

Sincerely,  
Edith Roberts

## Response Letter

SERFF Tracking Number: CNAC-125672717 State: Arkansas  
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Product Name: Dental Professional Liability Program  
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Response Letter Status Submitted to State  
Response Letter Date 07/02/2008  
Submitted Date 07/02/2008

Dear Edith Roberts,

**Comments:**

**Response 1**

Comments: Dear Ms. Roberts:

Thank you for your correspondence via SERFF dated June 12, 2008. Please note our following response to the issues raised in your objection letter.

In response to your request here are the Arkansas amendatory endorsements that bring our policies into compliance with the extended reporting period requirements under AR Code Anno. 23-79-306 (1-6).

Arkansas Amendatory Endorsement (PL) Form D-30040-B03 (Ed. 04/06) amends the Professional Liability Coverage Part

Form G-15158-F (Ed. 04/2008) Amendatory Endorsement - Arkansas Form GSL7669AR (3-05) amends the ERISA Fiduciary and Employee Benefits Liability Coverage Part Form G-15170-E (Ed. 04/2008)

The above noted two (2) endorsements are attached. Please note these (2) endorsements are already on file with the Department.

Robert ALonzo

**Changed Items:**

No Supporting Documents changed.

**Form Schedule Item Changes**

Form Name	Form	Edition	Form Type	Action	Action	Readability Attach
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SERFF Tracking Number: CNAC-125672717 State: Arkansas  
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	Number	Date		Specific Data	Score	Document
AMENDATORY ENDORSEMENT - ARKANSAS	GSL7669 AR	03-05	Endorsement/Amendment /Conditions	New		GSL7669 AR_03200 5_AMEND ATORY ENDORS EMENT AR.pdf
ARKANSAS	G30040- B03	04-06	Endorsement/Amendment /Conditions	New		G30040- B03_0420 06_PL Cov Part - Amendato ry End.pdf

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**No Rate/Rule Schedule items changed.**

Sincerely,  
Robert Alonzo

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Addition of Named Entity	GSL2570 XX	04-08	Endorsement/Amendment/Conditions		0.00	GSL2570XX_042008_ADDITION OF NAMED ENTITY.pdf
Approved	Practice Income Extra Expense And Extended Practice Income Limit Of Insurance	GSL3966 XX	04-08	Endorsement/Amendment/Conditions		0.00	GSL3966XX_042008_PRACTICE INCOME EXTRA EXPENSE AND EXTENDED PRACTICE INCOME LIMIT OF INSURANCE.pdf
Approved	Back Up Sewer or Drain	GSL3967 XX	04-08	Endorsement/Amendment/Conditions		0.00	GSL3967XX_042008_BACK UP SEWER OR DRAIN.pdf
Approved	Two Or More Coverage Forms or Policies Issued By Us	GSL5796 XX	04-08	Endorsement/Amendment/Conditions		0.00	GSL5796XX_042008_TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US.pdf

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 Liability  
 Product Name: Dental Professional Liability Program  
 Project Name/Number: Dental Professional Liability Program/08-F2220

Approved	Coverage For Candidates For Certification and/or Licensure as a Dentist Or Dental Hygienist	GSL3969 XX	04-08	Endorsement/Amendment/Conditions	New	0.00	GSL3969XX_042008_COVERAGE FOR CANDIDATES FOR CERTIFICATION AND OR LICENSURE AS A DENTIST OR DENTAL HYGIENIST.pdf
Approved	Fire Water Damage Limit	GSL3970 XX	04-08	Endorsement/Amendment/Conditions	New	0.00	GSL3970XX_042008_FIRE WATER DAMAGE LIMIT.pdf
Approved	Imaging Services Exclusion For Non Patients	GSL3971 XX	04-08	Endorsement/Amendment/Conditions	New	0.00	GSL3971XX_042008_IMAGING SERVICES EXCLUSION FOR NON PATIENTS.pdf
Approved	Per Location General Liability Aggregate Limit Endorsement	GSL3972 XX	04-08	Endorsement/Amendment/Conditions	New	0.00	GSL3972XX_042008_PER LOCATION GENERAL LIABILITY AGGREGATE LIMIT ENDORSEMENT

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Approval	Description	Policy No	Effective Date	Endorsement	Rate	Attachment
Approved	Exclusion--Specified Individual Or Entity	GSL6003 XX	04-08	Endorsement/Amendment/Conditions	0.00	ENT.pdf GSL6003XX_042008_EXCLUSION SPECIFIED INDIVIDUAL OR ENTITY.pdf
Approved	Volunteer Professional Liability Policy	GSL2544	01-08	Policy/Coverage Form	0.00	GSL2544XX_012008_Volunteer services Policy.pdf
Approved	Professional Liability Policy for Volunteer Dentists/Oral Surgeons Declarations	GSL2545	01-08	Declaration News/Schedule	0.00	GSL2545XX_012008_Volunteer Dentists Declaration v2.pdf
Approved	Military Leave Of Absence - Suspension Of Professional Liability Coverage	G-16128-A	02-91	Endorsement/Amendment/Conditions	0.00	G16128A_021991_Military Leave of Absence Suspend PL Cov.pdf
Approved	Military Leave Of Absence - Reinstatement Of Professional Liability Coverage	G-16129-A	02-91	Endorsement/Amendment/Conditions	0.00	G16129A_021991_Military Leave of Absence Reinstatement PL Cov.pdf
Approved	Professional Liability Coverage Part -Claims Made	G-15158-F	04-08	Policy/Coverage Form	Replaced Form #:0.00 G-15158 (5-06) Previous Filing #:	G15158-F_42008_PL Coverage Part - Claims Made.pdf
Approved	Professional Liability Coverage	G-18519	04-08	Policy/Coverage Form	Replaced Form #:0.00	G18519D_042008_PL Coverage.pdf

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	Liability CoverageD Part –Occurrence		rage Form	G-18519 (6-00) Previous Filing #:	42008_PL Coverage Part - Occurrence. pdf
Approved	Building, Blanket Dental Practice Personal Property and Income Coverage Part	G-15159- 04-08 F	Policy/CoveReplaced rage Form	Replaced Form #:0.00 G-15159 (2-06) Previous Filing #:	G15159F_04 2008_Buildin g Blanket Den Practice Personal Prop & Income Cov Part.pdf
Approved	Professional Protector Plan Gold	G-124787-04-08 C	Endorseme Replaced nt/Amendm ent/Condi tions	Replaced Form #:0.00 G-124787 (2-06) Previous Filing #:	G124787C_ 042008_PR OFESSIO NAL PROTECTO R PLAN GOLD.pdf
Approved	Practice Income, Extra Expense and Power Failure Time Period Endorsement	GSL5602 04-08 XX	Endorseme Replaced nt/Amendm ent/Condi tions	Replaced Form #:0.00 GSL5602XX (2- 06) Previous Filing #:	GSL5602XX _042008_PR ACTICE INCOME EXTRA EXPENSE AND POWER FAILURE TIME PERIOD ENDORSEM ENT.pdf
Approved	Employee Dishonesty Coverage Part	G-15160- 04-08 C	Policy/CoveReplaced rage Form	Replaced Form #:0.00 G-15160 (6-00) Previous Filing #:	G-15160- C_042008_E mployee Dishonesty

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Approved	Ordinance or Law Coverage	G19460D 04-08	Policy/Coverage Form	Replaced	Replaced Form #:0.00 G19460 (4-98) Previous Filing #:	Cov Part.pdf G19460D_042008_ORDINANCE OR LAW COVERAGE.pdf
Approved	HVAC Equipment Breakdown Coverage	G-124844-04-08 B	Policy/Coverage Form	Replaced	Replaced Form #:0.00 G-124844 (3-07) Previous Filing #:	G124844B_042008_HVAC Equipment Breakdown Coverage.pdf
Approved	ERISA Fiduciary and Employee Benefits Liability Coverage Part	G-15170-04-08 E	Policy/Coverage Form	Replaced	Replaced Form #:0.00 G-15170- (1-05) Previous Filing #:	G15170E_042008_ERISA FID & EBL Cov Part .pdf
	ERISA Fiduciary and Employee Benefits Liability Coverage Part					
	ERISA Fiduciary and Employee Benefits Liability Coverage Part					
Approved	Arkansas Policyholder Notice	G-18394-05-08 D03	Disclosure/ Notice	Replaced	Replaced Form #: G-18394-C03 Previous Filing #:	G18394-D03_052008_Arkansas Policyholders Notice.pdf
Approved	Dentist & Oral	GSL6243 50-06	Endorsement	Withdrawn	Replaced Form #:	GSL6243XX

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	Surgeons		nt/Amendm						_052006_De
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	Services Liab		ons						Servs Liab
	End								End.pdf
Approved	AMENDATORY	GSL7669	03-05	Endorseme New					GSL7669AR
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**ADDITION OF NAMED ENTITY**

In consideration of the premium charged, it is understood and agreed that this endorsement amends the following coverage parts:

- \_\_\_\_\_ Professional Liability Coverage Part
- \_\_\_\_\_ General Liability Coverage Part
- \_\_\_\_\_ Building, Blanket Dental Practice Personal Property and Income Coverage Part

Name of Entity: \_\_\_\_\_  
\_\_\_\_\_

1. The definition of **You** in each of the above forms is amended to add the following:

**You** or **your** also means the entity listed above. However, solely with respect to the Professional Liability Coverage form, such entity is insured only with respect to its liability arising out of such **insured dentist's** rendering or failing to render **professional services**

2. Solely for the purposes of the coverage afforded to the entity named above, Section III, LIMITS OF LIABILITY, paragraph E. of the Professional Liability Coverage Form is deleted in its entirety and is replaced as follows:

It is understood that the limits of liability available to such entity named above shall apply on a shared basis with all **insured dentists** who are members of the above named additional insured entity.

3. In no event will the addition of these entities serve to increase the limits applicable to each Coverage Part.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**PRACTICE INCOME EXTRA EXPENSE AND EXTENDED PRACTICE INCOME LIMIT OF INSURANCE**

In consideration of the additional premium charged in the amount of \_\_\_\_\_, it is understood and agreed that the Building, Blanket Dental Practice Personal Property and Income Coverage Part is amended as follows:

Section III., Limits of Insurance, paragraph B. is deleted in its entirety and replaced as follows:

- B. The Limits of Insurance applicable to **your Practice Income**, Extra Expense and Extended **Practice Income** shall be subject to annual aggregate limit of insurance of \$\_\_\_\_\_ for any **damage** caused by a **Covered Cause of Loss**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**BACK UP SEWER OR DRAIN**

In consideration of the additional premium charged in the amount of \$\_\_\_\_\_, it is understood and agreed that the Building, Blanket Dental Practice Personal Property and Income Coverage Part is amended as follows:

Section I., Coverage Agreements, paragraph B. Covered Related Expenses, subparagraph 1., Backup of Sewer or Drain is deleted in its entirety and replaced as follows:

1. Back Up of Sewer or Drain

We will pay up to \$< \_\_\_\_\_ >for **damage** to covered property caused by water that backs up from a sewer or drain. However, we will not provide coverage for **damage** due to water emanating from a sump pump well or similar device designed to prevent overflow, seepage or leakage of subsurface water.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US**

This endorsement modifies insurance provided under the following:

**INSURANCE COVERAGE COMMON POLICY CONDITION**

It is understood and agreed that Section XI, Insurance Under More Than One Coverage, is deleted in its entirety and replaced with the following:

- **Two or More Coverage Forms or Policies Issued by Us**

If this Coverage Form and any other Coverage Form or policy issued to **you** by us or any company affiliated with us apply to the same **dental incident, claim** or suit, only one of the Coverage Forms or Policies applies.

In consideration of the premium paid for this Policy, it is agreed that if any **Claim** is covered under this Policy and under any other policy or policies issued by the Insurer or any of its affiliates, the maximum aggregate limit of liability of the Insurer and its affiliates for all **Loss** in connection with such **Claim** shall not exceed the highest applicable limit of liability on any one applicable policy.

Payment of the highest limit of liability offered on any one applicable policy shall extinguish the Insurer's liability on all of such policies for such **Claim**. Nothing contained in this endorsement shall be construed to increase the limit of liability of this Policy.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**COVERAGE FOR CANDIDATES FOR CERTIFICATION  
AND/OR LICENSURE AS A DENTIST OR DENTAL HYGIENIST**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**PROFESSIONAL LIABILITY COVERAGE PART DENTISTS/ORAL SURGEONS CLAIMS-MADE**

We agree with **you** that Section IV, Definitions, “**You**” or “**Your**” is amended to include candidates for certification and/or licensure as a dentist or hygienist, and their assistants, but only but only while taking the board examinations.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**FIRE WATER DAMAGE LIMIT**

In consideration of the additional premium charged in the amount of \$ \_\_\_\_\_, it is understood and agreed that the General Liability Coverage Part is amended as follows:

Solely as respects Section II., Exclusions, exclusion F. the \$500,000 limit is deleted and replaced with \$ \_\_\_\_\_.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



## IMAGING SERVICES EXCLUSION FOR NON PATIENTS

In consideration of the premium paid for this Policy, it is understood and agreed that the Professional Liability Coverage Part Dentists/Oral Surgeons, Section II. EXCLUSIONS, is amended to add the following new exclusion:

We will not defend, or pay, under this Coverage Part for any **injury or damage** arising out of imaging services for a person who was not your patient at the time such imaging services were performed.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**PER LOCATION GENERAL LIABILITY AGGREGATE LIMIT ENDORSEMENT**

This endorsement modifies insurance provided under:

**GENERAL LIABILITY COVERAGE PART**

The General Liability Aggregate Limit as set forth in Section III. LIMITS OF INSURANCE, paragraph B., subparagraph 1. and shown on the Declarations, applies separately to each of the locations shown on the Declaration.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**EXCLUSION–SPECIFIED INDIVIDUAL OR ENTITY**

It is agreed and understood that the Professional Liability Coverage Part is amended as set forth below:

1. The following is added to Section **IV.– Definitions** , the definition of “**You**” or “**Yours**”:

- **You** or **Your** does not mean and does not include the following individuals **or entities**:

1. \_\_\_\_\_
2. \_\_\_\_\_

2. The following new exclusion is added to section **II–Exclusions**:

- We will not defend or pay for any **claim**, or pay any **claim expenses** based on or arising out of or related to a **dental incident** resulting from an act, error or omission in the rendering of, or failure to render **professional services** by:

1. \_\_\_\_\_
2. \_\_\_\_\_

This exclusion includes **claims** and **claim expenses** based on, or arising out of or related to any **dental incident** resulting from acts, errors or omissions committed by anyone under the direction and control of the persons shown above.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)

**VOLUNTEER PROFESSIONAL LIABILITY POLICY  
DENTISTS/ORAL SURGEONS**

**YOUR PROFESSIONAL LIABILITY INSURANCE IS WRITTEN ON AN "OCCURRENCE" BASIS**

We are the stock insurance company named on the Declarations. Throughout this policy the words we, us and our refer to the company providing this insurance. We agree with **you** as follows:

**I. COVERAGE AGREEMENTS**

We will pay all amounts up to the limit of liability, which **you** become legally obligated to pay as a result of **injury** or **damage**. We will also pay **claim expenses**. The **injury** or **damage** must be caused by a **dental incident** arising out of the supplying of or failure to supply **professional services** by **you** or anyone for whose professional acts or omissions **you** are legally responsible.

We have the right and will defend any **claim**. We will:

1. do this even if any of the charges of the **claim** are groundless, false or fraudulent;
2. investigate any **claim** as we feel appropriate; and
3. negotiate and settle any **claim**.

Our payment of the limit of liability ends our duty to defend or settle. We have no duty to and will not defend any **claims** not covered by this Policy.

4. We will also provide defense coverage if **you** become subject to a state regulatory "civil" investigation. This investigation must be the outcome of **injury** or **damage** resulting from a **dental incident** otherwise covered under this policy. In such case, we will pay **your** attorney fees, costs, expenses and we will select legal counsel. **You** must provide us with written notice of any state regulatory authority investigation:

- a. within the current policy period; and
- b. within 30 days after **you** have received notice of any investigation by the state regulatory authority.

**II. EXCLUSIONS**

We will not defend, or pay, under this Policy for:

**A. injury to:**

1. an employee of **yours** arising out of and in the course of employment by **you**; or
2. the spouse, child, parent, brother, or sister of that employee as a consequence of 1. above.

This exclusion applies:

- a. whether **you** may be liable as an employer or in any other capacity; and
- b. to any obligation **you** have to indemnify some other entity because of such **injury**.

This exclusion does not apply to a **claim** resulting from immediate dental care given to an employee after the **injury**; and/or to a **dental incident** arising from **your professional services** to any employee.

- B. any amounts **you** or any entity must pay under any unemployment or Workers' Compensation, disability benefits, or other similar law;

C. any liability **you** assume under any contract or agreement. This exclusion does not apply to liability that **you** would have in the absence of the contract or agreement;

D. **injury** or **damage** resulting from a **dental incident** which is also a willful violation of a statute, ordinance or regulation imposing criminal penalties;

We will defend any **claim** against **you** seeking amounts which would be covered if this exclusion did not apply. In such case, we will pay only the fees, costs, and expenses of such defense;

E. any liability **you** have as a proprietor, superintendent, director, administrative or executive officer of any:

1. hospital, nursing home or sanitarium;
2. clinic with bed and board facilities; or
3. laboratory or business.

F. any **injury**, sickness, disease, death or destruction:

1. with respect to which **you** are also an insured under a Nuclear Energy Liability Policy issued by:
  - a. Nuclear Energy Liability Insurance Association;
  - b. Mutual Atomic Energy Liability Underwriters; or
  - c. Nuclear Insurance Association of Canada,

or would be an insured under any such policy if it had not terminated due to exhaustion of its limit of liability; or

2. resulting from the **hazardous properties** of **nuclear material** and with respect to which:
  - a. any entity is required to

maintain financial protection pursuant to the Atomic Energy Act of 1954 or any of its amendments; or

b. **you** are, or had this policy not been issued would be, entitled to indemnity from the United States of America or any of its agencies, under any agreement entered into by the United States of America or any of its agencies with any entity;

3. resulting from the **hazardous properties** of **nuclear material** if:

a. the **nuclear material**:

1. is at any **nuclear facility** owned or operated by or on **your** behalf;
2. has been discharged or dispersed therefrom;
3. is contained in **spent fuel** or **waste** at anytime possessed, handled, used, processed, stored, transported or disposed of by or on **your** behalf; or

b. the **injury**, sickness, disease, death or destruction arises out of the furnishing by **you** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**. If such facility is within the **coverage territory**, this subparagraph 3.b. applies only to **injury** to or destruction of property at such **nuclear facility**;

G. any fines, penalties, sanctions, government payments or the return or withdrawal of fees for patient treatment or any

multiplication of amounts payable under this policy imposed by law;

- H. **injury** or **damage you** expected or intended, or which a reasonable person could have expected;

This exclusion does not apply to **injury** resulting from the use of reasonable force to protect persons or property.

- I. any **claim** arising out of actual or alleged involvement in any:

1. **anti-trust law** violation; or
2. agreement or conspiracy to restrain trade;

This exclusion does not apply to **claims** arising from **your** activity at our request as a member of any committee, panel, or board which provides underwriting or **claims** advice or recommendations to us, provided **your** activity is within the scope of the committee's, panel's or board's established guidelines.

- J. **injury** or **damage** arising out of **pollution** or **pollutants**;

This exclusion also applies to:

1. Any loss, cost or expense arising out of any:
  - a. request, demand or order that **you** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
  - b. **Claim** by or on behalf of a governmental authority for amounts 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**;

- K. any **claim**:

1. arising out of a **dental incident** which happened prior to the effective date of this policy;
2. which on the inception date of this policy is the subject of a:
  - a. reported **dental incident**;
  - b. pending **claim** or proceeding; or
  - c. which is a paid **claim**.

- L. **injury** or **damage** for which **you** may be held liable as a result of loss of use of tangible property which has not been physically injured or destroyed if:

1. a delay in or lack of performance has been caused by or on **your** behalf under any contract or agreement; or
2. **your products** or work completed on **your** behalf do not meet the standards **you** have warranted or represented;

We will cover loss of use of other tangible property if:

- a. the loss results from a sudden and accidental physical **damage** or destruction of **your products** or work completed by or on **your** behalf; and
- b. the products or work has been put to use by an entity other than **you**;

- M. amounts claimed as a result of the withdrawal, inspection, repair, replacement, or loss of use of **your products**. This also applies to work completed by or for **you**, and any property of which **your products** form a part. This exclusion only applies if the withdrawal from the market or

use is due to a known or suspected defect or deficiency;

- N. any **claim** made against **you**, or any person for whose acts or omissions **you** are legally responsible, for any act of sexual intimacy, sexual molestation or sexual assault or any act similarly defined.

We will defend any civil suit against **you** seeking amounts which would be covered if this exclusion did not apply. In such case, we will pay only the fees, costs and expenses of such defense.

- O. a **dental incident** involving:
  - 1. **you**, if at the time of the **dental incident**, **you** knew **your** state license (permanent or provisional) was suspended, revoked, terminated, not issued or fraudulently obtained, or restricted or on probationary status with respect to the specific **professional services** upon which the **claim** is based; or
  - 2. the prescribing or dispensing of controlled substances by **you** or anyone for whose acts **you** are legally responsible if the required license or registration to prescribe or dispense such controlled substances was not in effect.

### III. LIMITS OF LIABILITY

#### A. Each Claim

The limit of liability stated for each **claim** is the limit of our liability for all **injury** or **damage** arising out of, or in connection with, the same or related **dental incident**.

#### B. Aggregate

Subject to provision A. above, the total limit of our liability for all **injury** or **damage** shall not exceed the limit of liability stated as aggregate. All **dental incidents** which happen during the policy period are included. The aggregate limit of liability applies to each annual policy period.

#### C. Board Claim Sublimit

Subject to the each **claim** and aggregate limit set forth in paragraph A and B above, \$10,000 shall be the maximum Aggregate Limit of Liability of the Insurer for all **injury** or **damage** under the Policy in connection with a **board claim**. This amount is a sublimit of liability which further reduces, and in no way increases, the Each **Claim** and Aggregate Limit of Liability of this Policy as stated in the Declarations.

#### D. Claim Expenses

**Claim expenses** are in addition to our limit of liability.

- E. All **claims** whenever made, shall be considered to have happened during the policy period in which the earliest **claim** arising out of such same or related **dental incident** happened, and all such **claims** shall be subject to the same limit of liability.

### IV. DEFINITIONS

**"Advertising Injury"** means **injury** arising out of one or more of the following:

- A. oral or written publication of material that:
  - 1. slanders or libels an entity or disparages an entity's goods, products or services; or
  - 2. violates an entity's right of privacy;
- B. misappropriation of advertising ideas or style of doing business; or
- C. infringement of copyright, title or slogan.

**"Anti-trust law"** means those laws listed in:

- A. Title 15, Section 12, of the United States Code;
- B. the Federal Trade Commission Act; and
- C. any similar state law.

**"Board Claim"** means a **claim** based on or arising out of those **professional services** as a member of a formal accreditation, standards review or other professional

board or committee related only to a professional society or hospital.

"**Claim**" means the receipt of a demand for money or services, naming **you** and alleging a **dental incident**.

"**Claim**" also means a **dental incident** which **you** report to us during the policy period which might result in a **claim**. The report of such **dental incident** must include:

- A. the date, time and place of the incident;
- B. what happened and what **professional services you** performed;
- C. the type of **claim you** anticipate; and
- D. the name and address of the injured party, and of any witnesses.

All **claims** arising out of the same **dental incident** will be considered as having been made at the time the first report was made.

"**Claim Expenses**" means:

- A. fees charged by an attorney we designate; and
- B. all other fees, costs and expenses which result from the investigation, adjustment, defense and appeal of a **claim**.

These expenses must be incurred by us or by **you** with our prior written consent.

However, "**Claim Expenses**" does not include:

1. salary charges of our regular employees or Company officials; or
2. fees and expenses of independent adjusters.

"**Coverage Territory**" means:

- A. the United States of America, including its territories and possessions;
- B. Puerto Rico; and
- C. Canada.

"**Damage**" means:

- A. partial or total physical **damage** to tangible property. Such **damage** must happen during the policy period prior to expiration. Loss of use of damaged property is also included;
- B. loss of use of undamaged property. This loss of use must be caused by a **dental incident** during the policy period.

"**Dental Incident**" means any act, error or omission in the supplying of or failure to supply **professional services** by **you**. This includes **your** responsibility for anyone acting under **your** direction or control, or for whose acts, errors or omissions **you** are legally liable.

"**Independent Contractor**" means a person or entity who would be classified as such under the IRS definition.

"**Injury**" as defined in the General Conditions, shall also include the following:

- A. malicious prosecution;
- B. false arrest, detention, imprisonment;
- C. wrongful entry or eviction or other invasion of the right of private occupancy;
- D. violation of an individual's right to privacy;
- E. oral or written publication of material that:
  1. slanders or libels an entity or disparages an entity's goods, products or services; or
  2. violates a person's right of privacy;
- F. the performance of or failure to perform autopsies;
- G. testimony given at or arising out of inquests; and
- H. **advertising injury**.

"**Hostile Fire**" means one which becomes uncontrollable or breaks out from where it was intended to be.

**“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 **your** custody 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**.

**Nuclear Facility** also 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 Material”** means **source material, special nuclear material or by-product material**.

**“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;

With respect to **injury** to or destruction of property, the word **injury** or “destruction” includes all forms of radioactive contamination of property or loss of use.

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

**“Pollution”** means the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**;

- A. at or from any premises, site or location;
  - 1. which is or was at any time:
    - a. owned, occupied, rented or loaned to **you**; or

- b. used by or for any of **you** or others for the handling, storage, disposal, processing or treatment of **waste**.
    - 2. on which any of **you** or any contractors or subcontractors working directly or indirectly on **your** behalf are performing operations:
      - a. if the **pollutants** are brought on or to the premises, site or location in connection with such operations by **you**, any contractor or subcontractor; or
      - b. if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to , or assess the effects of **pollutants**;
- B. which are or were at any time transported, handled, stored, treated, disposed of, or processed as **waste** by or for any of **you** or anyone for which **you** may be legally responsible.

**“Pollution”** does not mean heat, smoke or fumes from a **hostile fire**.

**“Professional Services”** means those services **you** perform as a volunteer for which **you** are licensed, trained and qualified to perform in **your** profession as a dentist. **Professional Services** also includes **your** activities as a member of a formal accreditation, standards review or other professional board or committee related only to a professional society or hospital.

**“Source Material”, “Special Nuclear Material”, and “By-product Material”** have the meanings given them in the Atomic Energy Act of 1954 or any or its amendments.

**“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 an entity of any **nuclear facility** included under the first two paragraphs of the definition of **nuclear facility**.

"**You**" or "**Your**" means the individual named on the Declarations of this policy as the named insured;

"**Your product**" means:

- A. any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by;
  - 1. **you**;
  - 2. others trading under **your** name; or
  - 3. an entity whose business or assets **you** have acquired; and
- B. containers, other than vehicles, materials, parts, or equipment furnished in connection with such goods or products;
- C. warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items listed above; or
- D. the providing of or failure to provide warnings or instructions.

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

## V. FIRST AID COVERAGE

### A. Coverage

We will pay up to \$5,000 each person for **first aid expenses**, regardless of fault, for expenses incurred due to an accident for which **you** are not legally liable for **injury** under the professional liability section of this policy as a result of **your** dental treatment. . Any payment for **first aid expenses** erodes the each **claim** and aggregate limits set forth on the Declarations. As such, payment hereunder are included within and not in addition to such limits.

### B. Exclusions

We will not pay for **first aid expenses**:

- 1. for services provided by:
  - a. **you**;
  - b. any entity under contract with **you**, to provide such services.
- 2. for any obligation **you** or any entity has under any unemployment or Worker's Compensation, Disability Benefits, or other similar law; or
- 3. caused by the failure to render **professional services**.

### C. Special Conditions/Definitions

- 1. As soon as practicable, the injured person, or someone on their behalf, shall give us written proof of **claim** for **first aid expenses**, under oath if required. If we request, the injured person shall execute authorization to enable us to obtain medical reports and Copies of records. The injured person will also submit to physical examinations by physicians selected by us. The examinations will be made when, and as often as we may reasonably require.
- 2. We may pay the injured person, or any entity rendering the services. However, payment will not imply an admission of liability.
- 3. **First aid expenses** means medical aid at the time of the accident, and, if incurred within 12 months of the accident, necessary:
  - a. medical, surgical, x-ray and dental services, drugs, medical and surgical supplies, including prosthetic devices; and
  - b. ambulance, hospital, professional nursing and funeral services.

## VI. CONDITIONS

**A. Liberalization**

If we make any revision that would broaden the coverage under this Policy without additional premium within 60 days prior to or during the policy period, the broadened coverage will immediately apply to this Policy.

**B. Territory**

This policy applies to **dental incidents** taking place anywhere in the world; provided, however, that **claim** is made and suit is brought against **you** in the **coverage territory**.

**C. Policy Period; Coverage Territory**

We are providing insurance under this policy:

1. beginning at 12:01 A.M. and ending at 12:01 A.M. during the policy period shown on the Declarations; and
2. including any prior acts period if stated on the Declarations as applicable;
3. within the **coverage territory**.

**D. Your Duties in the event of a Claim**

If there is a **claim** or **you** reasonably think there will be, **you** must do the following:

1. notify us and **your** insurance agent in writing as soon as possible;
2. specify the names and addresses of the injured people and any witnesses. Provide us with information on the time, place and nature of the event;
3. immediately forward all documents which **you** receive in connection with the **claim** to us;
4. fully cooperate with us or our designee in the making of settlements, the conduct of suits or other proceedings, enforcing any right of contribution or indemnity against another who may be liable to **you** because of **injury** or **damage**. **You** shall attend hearings and trials, assist in securing and giving evidence, and obtaining the attendance of witnesses; and

5. refuse, except at **your** own cost to voluntarily make any payment, assume any obligation or incur any expense other than reasonable medical expenses incurred at the time of the event.

**E. Inspections and Surveys**

We have the right but are not obligated to:

1. make inspections and surveys at any time;
2. Give **you** reports on the conditions we find;
3. recommend changes; or
4. conduct loss control and prevention activity.

Any inspections, surveys, reports, or recommendations relate only to insurability and the premiums to be charged. We do not:

- A. make safety inspections;
- B. undertake to perform the duty of any entity to provide for the health and safety of workers or the public; nor
- C. warrant that conditions:
  1. are safe or healthful; or
  2. comply with laws, regulations, codes or standards.

This provision applies not only to us, but also to any rating, advisory, rate service, or similar organization which makes insurance inspections, surveys, reports, recommendations, or gives loss control or prevention advice.

**F. Examination of Your Books and Records**

We may examine and audit **your** books and records as they relate to this policy at any time during the policy period and up to 3 years afterward.

**G. Changes**

Notice to any of our agents or knowledge possessed by any such agent or any other person shall not act as a waiver or change in any part of this policy. It also will not prevent us from asserting any rights under the provisions of this policy. None of the provisions of this policy will be waived, changed or modified except by written endorsement issued to form a part of this policy.

**H. Transfer of Interest**

**You** must first obtain our written consent to transfer or assign this policy. If **you** die, the policy will continue for the remaining part of the policy period; first, for the benefit of **your** legal representative while acting within their duties as such, and second, for the benefit of anyone having proper temporary custody of **your** property until a legal representative is appointed.

**I. Concealment, Misrepresentation, Fraud**

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

- A. this policy;
- B. any covered property; or
- C. **your** interest in the covered property or this insurance.

**J. Other Insurance**

If **you** have other insurance which applies to the loss, the other insurance must pay first. It is the intent of this policy to apply to the amount of loss which is more than the limit of liability of the other insurance. We will not pay more than our limit of liability.

**K. Transfer Of Rights Of Recovery**

If any entity for whom we make payment under this policy has rights to recover amounts from another, those rights are transferred to us to the extent of our payment. That entity must do everything necessary to secure our rights and must do nothing after **injury** or **damage** to impair them.

**L. Legal Action Limitation**

**You** may not bring any legal action against us concerning this policy until:

- A. **you** have fully complied with all the provisions of this policy; and
- B. the amount of **your** obligation to pay has been decided. Such amount can be set by judgment against **you** after actual trial or by written agreement between **you**, us and the claimant.

Any entity, or their legal representative, is entitled to recover under this policy after they have secured a judgment or written agreement. Recovery is limited to the extent of the insurance afforded by this policy. No entity has any right under this policy to include us in any action against **you** to determine **your** liability, nor will we be brought into such an action by **you** or **your** representative. If **you** or **your** estate becomes bankrupt or insolvent, it does not change any of our obligations under this policy.

**M. Premium**

All premium charges under this policy will be computed according to our rules and rating plans which apply at the inception of the current policy period. Premiums for this policy are payable to us in advance. They may be paid to us or our authorized representative. The first premium is due on the inception date of the policy.

**You** must keep accurate records of the information we will need to compute **your** premium. **You** agree to send us these records at the end of each policy period, or any other time we request them.

**N. Non-renewal**

We can non-renew this policy by giving written notice to the first of **you** named on the Declarations, at **your** last known address, at least 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**O. Cancellation**

This policy can be canceled by either **you** or us.

- A. **You** named can cancel this policy at any time. To do so, **you** must:
  - 1. return the policy to us or any of our authorized representatives; or
  - 2. mail a written notice to us, telling when the cancellation is to be effective.

We must receive the policy or written notice before the cancellation date.

- B. We can cancel this policy by giving written notice to the first of **you** named on the Declarations, at **your** last known address at least:
  - 1. 10 days, if we cancel for non-payment of premium; or
  - 2. 30 days, if we cancel for any other reason;before the effective date of cancellation.
- C. Notice of cancellation will state the effective date of cancellation. This policy will end on that date.
- D. If we cancel, the refund will be pro-rata. If **you** cancel, the refund may be less than pro-rata. The cancellation will be effective even if we have not made or offered a refund.
- E. If notice is mailed, proof of mailing will be sufficient proof of notice.

**P. Your Right to Claim Information**

We will provide **you** with the following information relating to this and any preceding policy we have issued to **you** during the previous three years:

- 1. A list or other record of each **claim**, not previously reported to any other insurer, of which we were notified in accordance with these policy Conditions. We will include the date and brief description of the **claim** if that information was in the notice we received.
- 2. A summary by policy year, of payments made and amounts reserved, stated separately, for each Aggregate Limit of Liability shown on the Declarations.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

**You** must not disclose this information to any claimant or their representative without our written consent.

If we cancel or elect not to renew this policy for any reason other than non-payment of premium, we will provide such information no later than 30 days before the date of policy termination. In other circumstances, we will provide this information only if we receive a written request from **you** within 60 days after the end of the policy period. In this case, we will provide this information within 45 days of receipt of the request.

We compile **claim** information for our own business purposes and exercise reasonable care in doing so. In providing this information to **you** we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on **your** behalf. Cancellation or non-renewal will be effective even if we inadvertently provide inaccurate information.



**PROFESSIONAL LIABILITY POLICY FOR  
VOLUNTEER DENTISTS/ORAL SURGEONS**

**DECLARATIONS**

Policy Number	Policy Period		Coverage is Provided By
	From	To	<b>Continental Casualty Company</b>
Named Insured and Address			National Administrator
			State Administrator Number:
<b>Limits of Insurance</b>		<b>Coverage</b>	
\$	Each Claim	Professional Liability - Occurrence	
\$	Aggregate	Professional Liability - Occurrence	

\$	<b>Policy Premium</b>
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Printed Endorsements Attached at Policy Issuance – See attached Schedule of Endorsements

This policy shall not be valid unless countersigned by a duly authorized representative of the company.



Chairman of the Board



Secretary

Countersigned By: \_\_\_\_\_  
Authorized Representative

Issue Date: \_\_\_\_\_

**MILITARY LEAVE OF ABSENCE  
SUSPENSION OF PROFESSIONAL LIABILITY COVERAGE**

Name of Insured

Date of Activation

We agree with **you** that, pursuant to Executive Orders issued thereby ordering the Selected Reserve of the Armed Forces to active duty, the policy period is hereby suspended effective on the date of activation stated above.

During this suspension period, all terms, conditions and Limits of Liability applicable to this policy immediately prior to such activation period will apply to any **claim** first made against **you** and reported to us for a **dental incident** that happened after the effective date, or **prior acts date**, and prior to such date of activation.

Coverage will continue to apply for **claims**, at no charge, based upon the rendering of or failure to render professional services by you during such suspension period.

Suspended period will not advance step-rate, but will apply to Extended Reporting Period eligibility.

Upon return from active duty, and payment of premium due, if any, the policy period will extend to the revised expiration date.

All other terms and conditions of the policy remain unchanged.



**MILITARY LEAVE OF ABSENCE**

**REINSTATEMENT OF PROFESSIONAL LIABILITY COVERAGE**

Name of Insured

Date of Reinstatement

Policy Expiration Date

We agree with you that, in consideration of the premium paid, **your** Professional Liability Insurance policy period is reinstated on the date specified above.

Coverage will apply for **claims** based upon the rendering of or failure to render professional services by you during the previous suspension period.

All other terms and conditions of the policy remain unchanged.



PROFESSIONAL LIABILITY COVERAGE PART  
DENTISTS/ORAL SURGEONS  
CLAIMS-MADE

YOUR PROFESSIONAL LIABILITY INSURANCE IS WRITTEN ON A "CLAIMS-MADE" BASIS AND PROVIDES COVERAGE FOR THOSE CLAIMS WHICH ARE THE RESULT OF DENTAL INCIDENTS HAPPENING SUBSEQUENT TO THE PRIOR ACTS DATE, IF ANY, STATED ON THE DECLARATIONS AND WHICH ARE FIRST MADE AGAINST YOU WHILE THIS INSURANCE IS IN FORCE. NO COVERAGE EXISTS FOR CLAIMS FIRST MADE AGAINST YOU AFTER THE END OF THE POLICY PERIOD UNLESS, AND TO THE EXTENT, AN EXTENDED REPORTING PERIOD APPLIES.

We are the stock insurance company named on the Declarations. Throughout this policy the words we, us and our refer to the company providing this insurance. We agree with **you** as follows:

I. **COVERAGE AGREEMENTS**

We will pay all amounts up to the limit of liability, which **you** become legally obligated to pay as a result of **injury** or **damage**. We will also pay **claim expenses**. The **injury** or **damage** must be caused by a **dental incident** arising out of the supplying of or failure to supply **professional services** by **you** or anyone for whose professional acts or omissions **you** are legally responsible.

The **dental incident** as described above must happen on or after the **prior acts date** and **claim** therefore must be first made before the end of the policy period stated on the Declarations of this policy.

We have the right and will defend any **claim**. We will:

1. do this even if any of the charges of the **claim** are groundless, false or fraudulent;
2. investigate any **claim** as we feel appropriate;
3. negotiate and settle any **claim**; and
4. not settle any **claim** without **your**

consent, which will not be unreasonably withheld. If **your** consent is being withheld, at our expense, we may request that a neutral Arbitrator decide whether **your** consent has been unreasonably withheld. The decision of the Arbitrator shall be binding. The selection of the Arbitrator, and the rules governing the arbitration, shall be determined according to rules promulgated by the American Arbitration Association. A finding by the arbitrator that consent has been unreasonably withheld will authorize the company to settle the **claim**.

Our payment of the limit of liability ends our duty to defend or settle.

We have no duty to and will not defend any **claims** not covered by this Coverage Part.

5. We will also provide defense coverage if **you** become subject to a state regulatory "civil" investigation. This investigation must be the outcome of **injury** or **damage** resulting from a **dental incident** otherwise covered under this policy. In such case, we will pay **your**

attorney fees, costs, expenses and we will select legal counsel.

**You** must provide us with written notice of any state regulatory authority investigation:

1. within the current policy period; and
2. within 30 days after **you** have received notice of any investigation by the state regulatory authority.

## II. EXCLUSIONS

We will not defend, or pay, under this Coverage Part for:

### A. **injury** to:

1. an employee of **yours** arising out of and in the course of employment by **you**; or
2. the spouse, child, parent, brother, or sister of that employee as a consequence of 1. above.

This exclusion applies:

1. whether **you** may be liable as an employer or in any other capacity; and
2. to any obligation **you** have to indemnify some other entity because of such **injury**.

This exclusion does not apply:

1. to liability **you** assume under an **insured contract**; or
2. to a **claim** resulting from immediate dental care given to an employee after the **injury** and/or to a **dental incident** arising from **your professional services** to any employee.

B. any amounts **you** or any entity must pay under any unemployment or Workers' Compensation, disability benefits, or other similar law;

C. 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 the contract or agreement;
2. liability **you** assume in a contract with:
  - a. Health Maintenance Organizations;
  - b. Preferred Provider Organizations;
  - c. Independent Practice Associations; or
  - d. Any other similar organization;

but only as respects **professional services** provided by **you**;

3. **professional services** rendered as a dentist under contract or agreement with a dentist or a provider of dental **professional services**; or
4. a warranty of fitness or quality of any therapeutic agents or supplies **you** have furnished or supplied in connection with treatment **you** have performed;

D. **injury** or **damage** resulting from a **dental incident** which is also a willful violation of a statute, ordinance or regulation imposing criminal penalties;

We will defend any civil suit against **you** seeking amounts which would be covered if this exclusion did not apply. In such case, we will pay only the fees, costs, and expenses of such defense;

E. any liability **you** have as a proprietor, superintendent, director, administrative or executive officer of any:

1. hospital, nursing home or sanitarium;
2. clinic with bed and board facilities; or
3. laboratory or business.

This exclusion does not apply to **your** professional liability arising out of laboratory facilities:

1. **you** maintain for testing of **your** own patients; or
  2. necessary to the practice of **your** specialty;
- F. any **injury**, sickness, disease, death or destruction:
1. with respect to which **you** are also an insured under a Nuclear Energy Liability Policy issued by:
    - a. Nuclear Energy Liability Insurance Association;
    - b. Mutual Atomic Energy Liability Underwriters; or
    - c. Nuclear Insurance Association of Canada,or would be an insured under any such policy if it had not terminated due to exhaustion of its limit of liability; or
  2. resulting from the **hazardous properties of nuclear material** and with respect to which:
    - a. any entity is required to maintain financial protection pursuant to the Atomic Energy Act of 1954 or any of its amendments; or
    - b. **you** are, or had this policy not been issued would be, entitled to indemnity from the United States of America or any of its agencies, under any agreement entered into by the United States of America or any of its agencies with any entity;
  3. resulting from the **hazardous properties of nuclear material** if:
    - a. the **nuclear material**:

1. is at any **nuclear facility** owned or operated by or on **your** behalf;
2. has been discharged or dispersed therefrom;
3. is contained in **spent fuel or waste** at anytime possessed, handled, used, processed, stored, transported or disposed of by or on **your** behalf; or

- b. the **injury**, sickness, disease, death or destruction arises out of the furnishing by **you** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**. If such facility is within the **coverage territory**, this subparagraph 3.b. applies only to **injury** to or destruction of property at such **nuclear facility**;

- G. any fines, penalties, sanctions, government payments or the return or withdrawal of fees for patient treatment or any multiplication of amounts payable under this policy imposed by law;

- H. a **dental incident** resulting from **professional services** by any dentist who is not an **insured dentist**. This exclusion does not apply, however, to any liability **you** may have as a result of such **dental incident**;

- I. **injury** or **damage you** expected or intended, or which a reasonable person could have expected;

This exclusion does not apply to **injury** resulting from the use

of reasonable force to protect persons or property.

J. any **claim** arising out of actual or alleged involvement in any:

1. **anti-trust law** violation; or
2. agreement or conspiracy to restrain trade;

This exclusion does not apply to **claims** arising from **your** activity at our request as a member of any committee, panel, or board which provides underwriting or **claims** advice or recommendations to us, provided **your** activity is within the scope of the committee's, panel's or board's established guidelines.

K. **injury** or **damage** arising out of **pollution** or **pollutants**;

This exclusion also applies to:

1. Any loss, cost or expense arising out of any:
  - a. request, demand or order that **you** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
  - b. **claim** by or on behalf of a governmental authority for amounts 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**;

L. any **claim**:

1. arising out of a **dental incident** which happened:
  - a. prior to the **prior acts**

**date** of this policy;  
b. after the **prior acts date** if, on the inception date of this policy, **you** knew or had been told that it would result in a **claim**; or

2. which on the inception date of this policy is the subject of a:

- a. reported **dental incident**;
- b. pending **claim** or proceeding; or
- c. which is a paid **claim**.

M. **injury** or **damage** for which **you** may be held liable as a result of loss of use of tangible property which has not been physically injured or destroyed if:

1. a delay in or lack of performance has been caused by or on **your** behalf under any contract or agreement; or
2. **your products** or work completed on **your** behalf do not meet the standards **you** have warranted or represented;

We will cover loss of use of other tangible property if:

1. the loss results from a sudden and accidental physical **damage** or destruction of **your products** or work completed by or on **your** behalf; and
2. the products or work has been put to use by an entity other than **you**;

N. amounts claimed as a result of the withdrawal, inspection, repair, replacement, or loss of use of **your products**. This also applies to work completed by or for **you**, and any property of which **your products** form a part. This exclusion only applies if the withdrawal from the market or use is due to a known or suspected defect or deficiency;

liability applies to each annual policy period.

- O. any **claim** made against **you**, or any person for whose acts or omissions **you** are legally responsible, for any act of sexual intimacy, sexual molestation or sexual assault or any act similarly defined.

We will defend any civil suit against **you** seeking amounts which would be covered if this exclusion did not apply. In such case, we will pay only the fees, costs and expenses of such defense.

- P. a **dental incident** involving:
  - 1. **you**, if at the time of the **dental incident**, **you** knew **your** state license (permanent or provisional) was suspended, revoked, terminated, not issued or fraudulently obtained, or restricted or on probationary status with respect to the specific **professional services** upon which the **claim** is based; or
  - 2. the prescribing or dispensing of controlled substances by **you** or anyone for whose acts **you** are legally responsible if the required license or registration to prescribe or dispense such controlled substances was not in effect.

### III. LIMITS OF LIABILITY

#### A. Each Claim

The limit of liability stated for each **claim** is the limit of our liability for all **injury** or **damage** arising out of, or in connection with, the same or related **dental incident**.

#### B. Aggregate

Subject to provision A. above, the total limit of our liability for all **injury** or **damage** shall not exceed the limit of liability stated as aggregate. All **dental incidents** for which **claims** are made during the policy period are included. The aggregate limit of

#### C. Claim Expenses

**Claim expenses** are in addition to our limit of liability.

- D. All **claims** whenever made, shall be considered first made during the policy period in which the earliest **claim** arising out of such same or related **dental incident** was made, and all such **claims** shall be subject to the same limit of liability.

- E. The limits of liability shall apply separately to each of **you**.

### IV. DEFINITIONS

"**Claim**" means the receipt of a demand for money or services, naming **you** and alleging a **dental incident**.

"**Claim**" also means a **dental incident** which **you** report to us during the policy period which might result in a **claim**. The report of such **dental incident** must include:

- A. the date, time and place of the incident;
- B. what happened and what **professional services you** performed;
- C. the type of **claim you** anticipate; and
- D. the name and address of the injured party, and of any witnesses.

All **claims** arising out of the same **dental incident** will be considered as having been made at the time the first report was made.

"**Damage**" means:

- A. partial or total physical **damage** to tangible property. Such **damage** must happen on or after the **prior acts date** and during the policy period prior to expiration. Loss of use of damaged property is also included;

- B. loss of use of undamaged property.  
This loss of use must be caused by a **dental incident** during the policy period.

**"Dental Incident"** means any act, error or omission in the supplying of or failure to supply **professional services** by **you**. This includes **your** responsibility for anyone acting under **your** direction or control, or for whose acts **you** are legally liable. We also include **your professional services** as a member of a formal accreditation, standards review or other professional board or committee related only to a professional dental society or a hospital.

**"Extended Reporting Period"** means the time after the policy period, for reporting **claims** due to a **dental incident**. The **dental incident** must occur on or after the **prior acts date** and before the end of the policy period.

**"Independent Contractor"** means a person or entity who would be classified as such under the IRS definition.

**"Injury"** as defined in the General Conditions, shall also include the following:

- A. malicious prosecution;
- B. false arrest, detention, imprisonment;
- C. wrongful entry or eviction or other invasion of the right of private occupancy;
- D. a violation of an individual's right to privacy;
- E. oral or written publication of material that:
  - 1. slanders or libels an entity or disparages an entity's goods, products or services; or
  - 2. violates a person's right of privacy;
- F. the performance of or failure to perform autopsies;
- G. testimony given at or arising out of

inquests; and

- H. **advertising injury**.

**"Insured Dentist"** means the dentist named on the Declarations.

**"Nuclear Material"** means **source material, special nuclear material or by-product material**.

**"Prior Acts date"** means the date stated on the Declarations that is either:

- A. a date concurrent with the effective date of the policy; or
- B. a particular date other than the effective date of the policy upon which we and **you** agree that policy coverage will be applicable.

**"Professional Services"** means those services for which **you** are licensed, trained and qualified to perform in **your** profession as a dentist. **Professional Services** also includes **your** activities as a member of a formal accreditation, standards review or other professional board or committee related only to a professional society or hospital. **Professional Services** also mean **Utilization Management Services**.

**"Retire"** means the complete withdrawal from the practice of dentistry.

**"Totally and permanently disabled"** means that **you** have become so disabled, as a result of **injury** or disease, as to be wholly prevented from performing work or engaging in **your** own occupation for remuneration or profit. Such a condition must have existed continuously for not less than six months and must be expected to be continuous and permanent.

**"Utilization Management Services"** means those services that **you** perform in the evaluation of the necessity, appropriateness, quality and cost of prescribed **professional services**, for purposes of determining when and whether such **professional services** will be authorized under any healthcare plan.

**"You"** or **"Your"** means:

- A. the entity named on the

Declarations of this policy as the **named insured**;

- B. any dentist who becomes a partner, stockholder, or employee during the policy period provided that within 30 days after becoming a stockholder, partner, or employee:
1. **you** notify us of such appointment, election, ownership, or employment;
  2. on the date **you** notify us, all other dentists who are partners, officers, shareholders, or employees are named in this policy; and
  3. such dentist immediately submits a completed application to us which we approve;
- C. any of **your** employees other than a dentist, but only while acting within the scope of their duties as such; or
- D. any **independent contractor** dental hygienist of a **named insured**, but only while acting within the scope of one's duties related to the practice of **your** profession under sole direction or supervision of the **named insured**.

## V. EXTENDED REPORTING PERIOD

### A. Termination

If this policy is terminated for any reason other than failure to pay the premium, if such unpaid premium is paid in full and **extended reporting period** premium is paid in advance, **you** have the right to an **extended reporting period**, except those defined under **you**, C. and D. above.

To use this right, **you** must:

1. write to us within 60 days of the termination telling us **you** want the extension; and
2. pay the premium to us promptly when due. The premiums will be developed from the rules,

rates, and rating plans in effect at the inception of the last policy period.

### B. Death, Disability, or Retirement

If **you**:

1. die or become **totally and permanently disabled** during the policy period; or
2. **retire** during the policy period and are 55 years or older and have been continuously insured by us for at least the immediately preceding 5 years.

we will give **you** this **extended reporting period** coverage at no charge.

**You** or **your** estate must within 60 days after the end of this policy write to us telling us the coverage is wanted. We also require:

1. written proof of the date of **your** death; or
2. written proof of **your** total and permanent disability, including the date it occurred, certified by **your** attending physician.

**You** agree to submit to medical examination(s) by any physician(s) we designate if requested.

- C. The limits of liability stated under this policy at the time of termination, death, disability, or retirement will be the limits of liability applying to the **extended reporting period**.

A **prior acts date** once established cannot be changed except at **your** written request approved by us in writing prior to that change being effective.

## VI. FIRST AID SUPPLEMENT

### A. Coverage

We will reimburse **you** up to \$5,000 each person for reasonable **first aid expenses** incurred by **your** patients and paid by **you**, for emergency medical care caused by a **dental incident**. We will not make any payment under this supplement without **your** consent.

## B. Exclusions

We will not pay for **first aid expenses**:

1. for services provided by:
  - a. **you**; or
  - b. any entity under contract with **you**, to provide such services.
2. for any obligation **you** or any entity has under any unemployment or Worker's Compensation, Disability Benefits, or other similar law; or
3. caused by the failure to render **professional services**.

## C. Special Conditions/Definitions

1. As soon as practicable, the injured person, or someone on their behalf, shall give us written proof of **claim for first aid expenses**, under oath if required. If we request, the injured person shall execute authorization to enable us to obtain medical reports and copies of records. The injured person will also submit to physical examinations by physicians selected by us. The examinations will be made when, and as often as we may reasonably require.
2. We may pay the injured person, or any entity rendering the services. However, payment will not imply an admission of liability.
3. **First aid expenses** means medical aid at the time of the accident, and, if incurred within

12 months of the accident, necessary:

- a. medical, surgical, x-ray and dental services, drugs, medical and surgical supplies, including prosthetic devices; and
- b. ambulance, hospital, professional nursing and funeral services.

## VII. SPECIAL CONDITIONS

The following Conditions apply in addition to the Common Policy Conditions.

### A. Territory

This policy applies to **dental incidents** taking place anywhere in the world; provided, however, that **claim** is made and suit is brought against **you** in the **coverage territory**.

### B. Your Duty

A **claim for injury or damage** is considered first made when **you** first receive notice of the **claim**. The notice must be given to us immediately and within the policy period or within 10 days after its expiration or termination. All **claims** arising out of the same **dental incident** will be considered as having been made at the time the first **claim** is made.

### C. Liberalization

If we make any revision that would broaden the coverage under this Coverage Part without additional premium within 60 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.



**OCCURRENCE PROFESSIONAL LIABILITY COVERAGE PART  
DENTISTS/ORAL SURGEONS**

**YOUR PROFESSIONAL LIABILITY INSURANCE IS WRITTEN ON AN "OCCURRENCE" BASIS AND  
SUBJECT TO THE LIMITS OF LIABILITY.**

We are the stock insurance company named on the Declarations. Throughout this policy the words we, us and our refer to the company providing this insurance. We agree with **you** as follows:

**I. COVERAGE AGREEMENTS**

We will pay all amounts up to the limit of liability, which **you** become legally obligated to pay as a result of **injury** or **damage**. We will also pay **claim expenses**. The **injury** or **damage** must be caused by a **dental incident** arising out of the supplying of or failure to supply **professional services** by **you** or anyone for whose professional acts or omissions **you** are legally responsible.

We have the right and will defend any **claim**. We will:

1. do this even if any of the charges of the **claim** are groundless, false or fraudulent;
2. investigate any **claim** as we feel appropriate;
3. negotiate and settle any **claim**; and
4. not settle any **claim** without **your** consent, which will not be unreasonably withheld. If **your** consent is being withheld, at our expense, we may request that a neutral Arbitrator decide whether **your** consent has been unreasonably withheld. The decision of the Arbitrator shall be binding. The selection of the Arbitrator, and the rules governing the arbitration, shall be determined according to rules promulgated by the American Arbitration Association. A finding by the arbitrator that consent has been unreasonably withheld shall be deemed to constitute consent and will

authorize the company to settle the **claim**.

Our payment of the limit of liability ends our duty to defend or settle. We have no duty to and will not defend any **claims** not covered by this Coverage Part.

5. We will also provide defense coverage if **you** become subject to a state regulatory "civil" investigation. This investigation must be the outcome of **injury** or **damage** resulting from a **dental incident** otherwise covered under this policy. In such case, we will pay **your** attorney fees, costs, expenses and we will select legal counsel.

**You** must provide us with written notice of any state regulatory authority investigation:

1. within the current policy period; and
2. within 30 days after **you** have received notice of any investigation by the state regulatory authority.

**II. EXCLUSIONS**

We will not defend, or pay, under this Coverage Part for:

**A. injury** to:

1. an employee of **yours** arising out of and in the course of employment by **you**; or

2. the spouse, child, parent, brother, or sister of that employee as a consequence of 1. above.

This exclusion applies:

1. whether **you** may be liable as an employer or in any other capacity; and
2. to any obligation **you** have to indemnify some other entity because of such **injury**.

This exclusion does not apply:

1. to liability **you** assume under an **insured contract**.
  2. to a **claim** resulting from immediate dental care given to an employee after the **injury**; and/or to a **dental incident** arising from **your professional services** to any employee.
- B. any amounts **you** or any entity must pay under any unemployment or Workers' Compensation, disability benefits, or other similar law;
- C. 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 the contract or agreement;
  2. liability **you** assume in a contract with:
    - a. Health Maintenance Organizations;
    - b. Preferred Provider Organizations;
    - c. Independent Practice Associations; or
    - d. Any other similar organization;

but only as respects **professional services** provided by **you**;

3. **professional services** rendered as a dentist under contract or agreement with a dentist or a provider of dental **professional services**;

4. a warranty of fitness or quality of any therapeutic agents or supplies **you** have furnished or supplied in connection with treatment **you** have performed;

- D. **injury** or **damage** resulting from a **dental incident** which is also a willful violation of a statute, ordinance or regulation imposing criminal penalties;

We will defend any civil suit against **you** seeking amounts which would be covered if this exclusion did not apply. In such case, we will pay only the fees, costs, and expenses of such defense;

- E. any liability **you** have as a proprietor, superintendent, director, administrative or executive officer of any:
1. hospital, nursing home or sanitarium;
  2. clinic with bed and board facilities; or
  3. laboratory or business.

This exclusion does not apply to **your** professional liability arising out of laboratory facilities:

1. **you** maintain for testing of **your** own patients; or
2. necessary to the practice of **your** specialty;

- F. any **injury**, sickness, disease, death or destruction:

1. with respect to which **you** are also an insured under a Nuclear Energy Liability Policy issued by:
  - a. Nuclear Energy Liability Insurance Association;

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

or would be an insured under any such policy if it had not terminated due to exhaustion of its limit of liability; or

2. resulting from the **hazardous properties of nuclear material** and with respect to which:

- a. any entity is required to maintain financial protection pursuant to the Atomic Energy Act of 1954 or any of its amendments; or
- b. **you** are, or had this policy not been issued would be, entitled to indemnity from the United States of America or any of its agencies, under any agreement entered into by the United States of America or any of its agencies with any entity;

3. resulting from the **hazardous properties of nuclear material** if:

- a. the **nuclear material**:
  - 1. is at any **nuclear facility** owned or operated by or on **your** behalf;
  - 2. has been discharged or dispersed therefrom;
  - 3. is contained in **spent fuel or waste** at anytime possessed, handled, used, processed, stored, transported or disposed of by or on **your** behalf; or
- b. the **injury**, sickness, disease, death or destruction arises out of the furnishing by **you** of

services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**. If such facility is within the **coverage territory**, this subparagraph 3.b. applies only to **injury** to or destruction of property at such **nuclear facility**;

G. any fines, penalties, sanctions, government payments or the return or withdrawal of fees for patient treatment or any multiplication of amounts payable under this policy imposed by law;

H. a **dental incident** resulting from **professional services** by any dentist who is not an **insured dentist**. This exclusion does not apply, however, to any liability **you** may have as a result of such **dental incident**;

I. **injury or damage you** expected or intended, or which a reasonable person could have expected;

This exclusion does not apply to **injury** resulting from the use of reasonable force to protect persons or property.

J. any **claim** arising out of actual or alleged involvement in any:
 

- 1. **anti-trust law** violation; or
- 2. agreement or conspiracy to restrain trade;

This exclusion does not apply to **claims** arising from **your** activity at our request as a member of any committee, panel, or board which provides underwriting or **claims** advice or recommendations to us, provided **your** activity is within the scope of the committee's, panel's or board's established guidelines.

K. **injury or damage** arising out of **pollution or pollutants**;

This exclusion also applies to:

1. Any loss, cost or expense arising out of any:
  - a. request, demand or order that **you** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
  - b. **Claim** by or on behalf of a governmental authority for amounts 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**;

L. any **claim**:

1. arising out of a **dental incident** which happened prior to the effective date of this policy;
2. which on the inception date of this policy is the subject of a:
  - a. reported **dental incident**;
  - b. pending **claim** or proceeding; or
  - c. which is a paid **claim**.

M. **injury or damage** for which **you** may be held liable as a result of loss of use of tangible property which has not been physically injured or destroyed if:

1. a delay in or lack of

performance has been caused by or on **your** behalf under any contract or agreement; or

2. **your products** or work completed on **your** behalf do not meet the standards **you** have warranted or represented;

We will cover loss of use of other tangible property if:

1. the loss results from a sudden and accidental physical **damage** or destruction of **your products** or work completed by or on **your** behalf; and
2. the products or work has been put to use by an entity other than **you**;

N. amounts claimed as a result of the withdrawal, inspection, repair, replacement, or loss of use of **your products**. This also applies to work completed by or for **you**, and any property of which **your products** form a part. This exclusion only applies if the withdrawal from the market or use is due to a known or suspected defect or deficiency;

O. any **claim** made against **you**, or any person for whose acts or omissions **you** are legally responsible, for any act of sexual intimacy, sexual molestation or sexual assault or any act similarly defined.

We will defend any civil suit against **you** seeking amounts which would be covered if this exclusion did not apply. In such case, we will pay only the fees, costs and expenses of such defense.

P. a **dental incident** involving:

1. **you**, if at the time of the **dental incident**, **you** knew **your** state license (permanent or provisional) was suspended, revoked, terminated, not issued or fraudulently obtained, or restricted or on probationary status with respect to the specific

**professional services** upon which the **claim** is based; or

2. the prescribing or dispensing of controlled substances by **you** or anyone for whose acts **you** are legally responsible if the required license or registration to prescribe or dispense such controlled substances was not in effect.

### III. LIMITS OF LIABILITY

#### A. Each Claim

The limit of liability stated for each **claim** is the limit of our liability for all **injury** or **damage** arising out of, or in connection with, the same or related **dental incident**.

#### B. Aggregate

Subject to provision A. above, the total limit of our liability for all **injury** or **damage** shall not exceed the limit of liability stated as aggregate. All **dental incidents** which happen during the policy period are included. The aggregate limit of liability applies to each annual policy period.

#### C. Claim Expenses

**Claim expenses** are in addition to our limit of liability.

- D. All **claims** whenever made, shall be considered to have happened during the policy period in which the earliest **claim** arising out of such same or related **dental incident** happened, and all such **claims** shall be subject to the same limit of liability.

- E. The limits of liability shall apply separately to each of **you**.

### IV. DEFINITIONS

**"Claim"** means the receipt of a demand for money or services, naming **you** and alleging a **dental incident**.

**"Claim"** also means a **dental incident** which **you** report to us during the policy period which might result in a **claim**. The

report of such **dental incident** must include:

- A. the date, time and place of the incident;
- B. what happened and what **professional services you** performed;
- C. the type of **claim you** anticipate; and
- D. the name and address of the injured party, and of any witnesses.

All **claims** arising out of the same **dental incident** will be considered as having been made at the time the first report was made.

**"Damage"** means:

- A. partial or total physical **damage** to tangible property. Such **damage** must happen during the policy period prior to expiration. Loss of use of damaged property is also included;
- B. loss of use of undamaged property. This loss of use must be caused by a **dental incident** during the policy period.

**"Dental Incident"** means any act, error or omission in the supplying of or failure to supply **professional services** by **you**. This includes **your** responsibility for anyone acting under **your** direction or control, or for whose acts **you** are legally liable. We also include **your professional services** as a member of a formal accreditation, standards review or other professional board or committee related only to a professional dental society or a hospital.

**"Independent Contractor"** means a person or entity who would be classified as such under the IRS definition.

**"Injury"** as defined in the General Conditions, shall also include the following:

- A. malicious prosecution;
- B. false arrest, detention, imprisonment;

- C. wrongful entry or eviction or other invasion of the right of private occupancy;
- D. a violation of an individual's right to privacy;
- E. oral or written publication of material that:
  - 1. slanders or libels an entity or disparages an entity's goods, products or services; or
  - 2. violates a person's right of privacy;
- F. the performance of or failure to perform autopsies;
- G. testimony given at or arising out of inquests; and
- H. **advertising injury.**

"Insured Dentist" means the dentist named on the Declarations.

"Nuclear Material" means **source material, special nuclear material or by-product material.**

"Professional Services" means those services for which **you** are licensed, trained and qualified to perform in **your** profession as a dentist. **Professional Services** also includes **your** activities as a member of a formal accreditation, standards review or other professional board or committee related only to a professional society or hospital. **Professional Services** also mean **Utilization Management Services.**

"Utilization Management Services" means those services that **you** perform in the evaluation of the necessity, appropriateness, quality and cost of prescribed **professional services**, for purposes of determining when and whether such **professional services** will be authorized under any healthcare plan.

"You" or "Your" means:

- A. the entity named on the Declarations of this policy as the **named insured**;

- B. any dentist who becomes a partner, stockholder, or employee during the policy period provided that within 30 days after becoming a stockholder, partner, or employee:
  - 1. **you** notify us of such appointment, election, ownership, or employment;
  - 2. on the date **you** notify us, all other dentists who are partners, officers, shareholders, or employees are named in this policy; and
  - 3. such dentist immediately submits a completed application to us which we approve;
- C. any of **your** employees other than a dentist, but only while acting within the scope of their duties as such; or
- D. any **independent contractor** dental hygienist of a **named insured**, but only while acting within the scope of one's duties related to the practice of **your** profession under sole direction or supervision of the **named insured.**

## V. FIRST AID SUPPLEMENT

### A. Coverage

We will pay up to \$5,000 each person for **first aid expenses**, regardless of fault, for expenses incurred due to an accident for which **you** are not legally liable for **injury** under the professional liability section of this policy as a result of **your** dental treatment. We will not make any payment under this supplement without **your** consent.

### B. Exclusions

We will not pay for **first aid expenses**:

- 1. for services provided by:
  - a. **you**;
  - b. any entity under contract with **you**, to provide such

services.

2. for any obligation **you** or any entity has under any unemployment or Worker's Compensation, Disability Benefits, or other similar law; or
3. caused by the failure to render **professional services**.

**C. Special Conditions/Definitions**

1. As soon as practicable, the injured person, or someone on their behalf, shall give us written proof of **claim for first aid expenses**, under oath if required. If we request, the injured person shall execute authorization to enable us to obtain medical reports and copies of records. The injured person will also submit to physical examinations by physicians selected by us. The examinations will be made when, and as often as we may reasonably require.
2. We may pay the injured person, or any entity rendering the services. However, payment will not imply an admission of liability.
3. **First aid expenses** means medical aid at the time of the accident, and, if incurred within 12 months of the accident, necessary:
  - a. medical, surgical, x-ray and dental services, drugs, medical and surgical supplies, including prosthetic devices; and
  - b. ambulance, hospital, professional nursing and funeral services.

**A. Liberalization**

If we make any revision that would broaden the coverage under this Coverage Part without additional premium within 60 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

**B. Territory**

This policy applies to **dental incidents** taking place anywhere in the world; provided, however, that **claim** is made and suit is brought against **you** in the **coverage territory**.

**VI. SPECIAL CONDITIONS**

The following Conditions apply in addition to the Common Policy Conditions.



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## BUILDING, BLANKET DENTAL PRACTICE PERSONAL PROPERTY AND INCOME COVERAGE PART

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** and anyone having a financial interest in **your** property as named in this policy. The words **we**, **us** and **our** refer to the Company providing this Insurance.

Words and phrases that appear in bold facing have special meaning. Refer to DEFINITIONS in the Common Policy Conditions and in this Coverage Part.

### I. COVERAGE AGREEMENTS

#### A. Covered Property

We will pay for all direct physical **damage** to Covered Property at the premises described on the Declarations caused by or resulting from any **covered cause of loss**.

Covered Property means the following types of property for which a Limit of Insurance is shown on the Declarations or which is shown below:

1. **Building;**
2. **Your Blanket Dental Practice Personal Property:**
  - a. located:
    - (1) in or on the **building**; or
    - (2) in the open, or in a vehicle, within 1000 feet of the described premises.
  - b. off-premises, anywhere in the world. The most we will pay for **damage** when caused by or resulting from a **covered cause of loss** is \$25,000. However, this coverage does not apply if the **damage** is covered under 2.g. below.
  - c. including **accounts receivable records** and other **valuable papers and records** including x-ray negatives and prints and patient's charts;
  - d. including **fine arts**, subject to the following:
    - (1) the **damage** is caused by a **covered cause of loss**; and

- (2) the most we will pay is \$25,000 at each described premises with no more than \$1,000 per item.

Items valued at \$1,000 or less are not considered **fine arts**. The limits of insurance for **fine arts** are in addition to the limits of insurance shown in the declarations.

- e. and money and securities used in **your** practice while at a bank or savings institution, within **your** living quarters or the living quarters of **your** partners or any employees having use and custody of the property, at the described premises, or in transit between any of these places, resulting directly from:
  - (1) theft, meaning any act of stealing;
  - (2) disappearance; or
  - (3) destruction.

We will not pay for **damage**:

- (1) resulting from accounting or arithmetical errors or omissions;
- (2) due to the giving or surrendering of property in any exchange or purchase; or
- (3) to property contained in any money-oriented device unless the amount of money deposited in it is recorded by a continuous recording instrument in the device

The most we will pay for **damage** in any one event is:

- (1) \$15,000 inside the premises for money and securities while:
  - (a) in or on the described premises; or
  - (b) within a bank or savings institution; and
- (2) \$10,000 outside the premises for money and securities while anywhere else.

All **damage**:

- (1) caused by one or more persons; or

- (2) involving a single act or series of related acts;

is considered one event.

**You** must keep records of all money and securities so we can verify the amount of any **damage**.

In the event of **damage** we will determine the value as follows:

- (1) money at its face value; and
- (2) securities at their value at the close of practice on the day the **damage** is discovered.

f. Glass

- (1) We will pay for all glass other than art glass windows, including all lettering and ornamentation, located at the described premises:

- (a) owned by **you**; or
- (b) owned by others but in **your** care, custody or control

- (2) We will also pay for necessary:

- (a) expenses incurred to put up temporary plates or board up openings;
- (b) repair or replacement of encasing frames; and
- (c) expenses incurred to remove or replace obstructions.

g. including temporary relocation of **Your Blanket Dental Practice Personal Property** subject to the following:

- (1) If **Your Blanket Dental Practice Personal Property** is removed from the described premises and stored temporarily at a location **you** own, lease or operate while the described premises is being renovated or remodeled, we will pay for **damage** to that stored property caused by or resulting from a **covered cause of loss**:

- (a) up to \$50,000 at each temporary location; and
- (b) during the storage period of up to 90 consecutive days but not beyond expiration of this policy.

- (2) This coverage does not apply if:

- (a) the stored property is more specifically insured; or

- (b) the **damage** is covered under 2.b. above.

3. **Practice Income**

We will pay for the actual loss of **practice income you** sustain, or the Valued Daily Limit, as described under Limits of Insurance provision III.F.6., due to the necessary suspension of **your** practice during the **period of restoration**. The suspension must be caused by direct physical **damage** to the **building** or **blanket dental practice personal property** at the described premises caused by or resulting from a **Covered Cause of Loss** or power failure as described under paragraph I.B.8.

We will only pay for loss of **practice income** that occurs within 12 consecutive months after the date of direct physical **damage** or power failure as described under paragraph I.B.8. **Practice income** coverage shall apply separately to each location affected by such suspension of practice.

4. Extra Expense

Extra expense means the extra expenses necessarily incurred by **you** during the **Period of Restoration** to continue normal services and operations which are interrupted due to **damage** by a **Covered Cause of Loss** to the premises described, or power failure as described under paragraph I.B.8. **You** will exercise due diligence and dispatch to restore normal practice services.

We will only pay for extra expenses that **you** incur within 12 consecutive months after the date of direct physical **damage** or power failure as described under paragraph I.B.8.

5. Extended **Practice Income**

We will pay for the actual loss of **practice income you** incur during the period that:

- a. begins on the date property, except **finished stock**, is actually repaired, rebuilt or replaced and **your** practice is resumed; and

- b. ends on the earlier of:

- (1) the date **you** could restore **your** practice with reasonable speed, to the condition that would have existed if no direct physical **damage** happened; or

- (2) 12 consecutive months after the date determined in (1) above.

Loss of **practice income** must be caused by direct physical **damage** at the described premises caused by or resulting from any **covered cause of loss**.

#### 6. Rents

The actual loss of **rents** or other income **you** sustain due to direct physical **damage** caused by or resulting from a **Covered Cause of Loss** to **your building** at the described premises, whether rented or not, for the length of time which is required to rebuild, repair, or replace it, beginning with the date of **damage** during the policy period, but not limited by its expiration.

#### B. Covered Related Expenses

We will also pay for the following expenses:

##### 1. Back Up of Sewer or Drain

We will pay up to \$25,000 for **damage** to covered property caused by water that backs up from a sewer or drain. However, we will not provide coverage for **damage** due to water emanating from a sump pump well or similar device designed to prevent overflow, seepage or leakage of subsurface water.

##### 2. Debris Removal

We will pay up to 25% of:

- a. the amount we pay for the direct physical **damage** to covered property; plus
- b. the deductible in this policy applicable to that **damage**;

for expense to remove debris of covered property caused by or resulting from a **covered cause of loss** that happens during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the earlier of:

- a. the date of direct physical **damage**; or
- b. the end of the policy period.

This limitation does not apply to any additional debris removal limit provided in the Limits of Insurance section.

This coverage does not apply to costs to:

- a. extract **pollutants** from land or water; or
- b. remove, restore or replace polluted land or water.

#### 3. Preservation of Property

If it is necessary to move covered property from the described premises to preserve it from, or for repair of, **damage** by a **covered cause of loss**, we will pay for any direct physical **damage** to that property:

- a. while it is being moved or while temporarily stored at another location; and
- b. only if the **damage** happens within 60 days after the property is first moved.

#### 4. Fire Department Service Charge

When the fire department is called to save or protect covered property from a **covered cause of loss**, we will pay up to \$15,000 for **your** liability for fire department service charges:

- a. assumed by contract or agreement prior to **damage**; or
- b. required by local ordinance.

No deductible applies to this covered related expense.

#### 5. Fire Extinguisher Recharge

We will pay up to an amount not exceeding \$2,500 in any one event for the cost of recharging **your** Underwriters Laboratories listed or Factory Mutual approved type ABC (multipurpose) fire extinguishers or dry chemical fixed pipe fire extinguishing systems after being used in fighting a fire on **your** premises on or adjoining premises.

#### 6. Arson Reward

We will pay up to \$10,000 for information which leads to an arson conviction in connection with **damage** caused by fire covered under this Coverage Part. Regardless of the number of persons involved in providing information our liability will not be increased.

#### 7. Valuable Papers and Records - Cost of Research

a. We will pay **your** costs to research, replace or restore the lost information on **damaged valuable papers and records**, x-ray negatives and prints and patient charts including those which exist on **electronic media and records**, for which duplicates do not exist.

b. This coverage does not apply to **your valuable papers and records** in excess of 10 years of age.

## 8. Power Failure

We will pay for **damage** to covered property caused by the failure of power or other utility service supplied to the described premises, resulting from direct physical **damage** which happens away from the described premises caused by a **covered cause of loss**. The interruption must result from a **covered cause of loss** to the following types of property not on the described premises, but supplying electricity, water, steam or gas to the described premises:

- a. utility generating plants;
- b. switching stations;
- c. substations;
- d. transformers; or
- e. transmission lines.

If **damage** by a **covered cause of loss** results, we will pay for that resulting **damage**.

We will not pay for **damage** you sustain during the 24 hours immediately following direct physical **damage** to the power or other utility service.

## 9. Condominium Property

If **you** are a condominium unit owner at a location insured under this policy, we will pay for **damage** to walls, floors, ceilings, floor coverings or any other property required by **your** condominium association agreement to be insured by **you**.

However, we will not pay for **damage** to such walls, floors, ceilings, floor coverings or any other property if someone other than **you** pays to repair or replace it.

## 10. Pollution Clean Up and Removal

We will pay **your** expense up to \$10,000 for the sum of all such expenses arising out of **covered causes of loss** happening during each separate 12 month period of the policy, to extract **pollutants** from land or water at the described premises if the release, discharge or dispersal of the **pollutants** is caused by or results from a **covered cause of loss** that happens during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the earlier of:

- a. the date of direct physical **damage**; or
- b. the end of the policy period.

## 11. Lawns, Trees, Shrubs, Plants and Signs

We will pay for **your** signs other than signs attached to **your buildings**, lawns, trees, shrubs and plants including debris removal expenses.

- a. The most we will pay for **damage** to signs by a **covered cause of loss** is \$10,000 at each described premises.
- b. The most we will pay for **damage** by a **covered cause of loss** is \$10,000 at each described premises for lawns, trees, shrubs and plants, but not more than \$ 5,000 for any one tree, shrub or plant.

We will not pay for **damage** to trees, shrubs, and plants resulting from the following causes of **damage**: windstorm or hail; vehicles; vandalism; disease or growth failure.

## 12. Personal Effects and Property of Others

- a. Personal effects owned by **you**, **your** officers, **your** partners or **your** employees. The most we will pay for **damage** is \$25,000 at each described premises.
- b. Personal property of others in **your** care, custody or control located in or on the **building** or in the open, or in a vehicle, within 1000 feet of the described premises. The most we will pay for **damage** is \$25,000 at each described premises. Our payment for **damage** to personal property of others will only be for the account of the owner of the property.

## 13. As respects **practice income**:

- a. Expenses to Reduce **Damage**.

We will pay any necessary expenses **you** incur, except the cost of extinguishing a fire:

- (1) to reduce the amount of **damage**;
- (2) to the extent that they do not exceed the amount of **damage** that otherwise would have been payable;

under this Coverage Part.

- b. Civil Authority

We will pay for the actual loss of **practice income** and **rents you** sustain caused by action of civil authority that prohibits access to the described

premises due to the direct physical **damage** to property, other than at the described premises, caused by or resulting from any **covered cause of loss**. This coverage will apply for a period of up to 30 consecutive days from the time of that action.

c. Alterations and New **Buildings**

We will pay for the actual loss of **practice income you** sustain due to direct physical **damage** at the described premises caused by or resulting from any **covered cause of loss** to:

- (1) new **buildings**, whether complete or under construction;
- (2) alterations or additions to existing **buildings**; and
- (3) machinery, equipment, supplies or **building** materials located on or within 1000 feet of the described premises and;
  - (a) used in the construction, alterations or additions; or
  - (b) incidental to the occupancy of new **buildings**.

If such direct physical **damage** delays the start of **your** practice, the **period of restoration** will begin on the date **your** practice would have begun if the direct physical **damage** had not happened.

14. Money Orders and Counterfeit Paper Currency

We will pay for loss due to:

- a. the acceptance in good faith, in exchange for merchandise, money or services, of any post office or express money order, issued or claiming to have been issued by any post office or express company, if the money order is not paid upon presentation; or
- b. the acceptance in good faith in the regular course of business of counterfeit United States or Canadian paper currency.

The most we will pay for any loss is \$10,000.

15. Forgery and Alteration

- a. We will pay for loss resulting directly from forgery or alteration of, on or in any check, draft, promissory note, or similar written promise, order or direction to pay

a sum certain in money, made or drawn by or drawn upon **you** or made or drawn by one acting as **your** agent or claiming to have been so made or drawn.

- b. If **you** are sued for refusing to pay the covered instrument on the grounds that it has been forged or altered, and **you** have our written consent to defend against the suit, we will pay any reasonable legal expenses that **you** incur in that defense. The amount we will pay for these legal expenses will be a part of and not in addition to the limit of insurance applicable to the Forgery and Alteration coverage.

The most we will pay for any loss and legal defense is \$10,000.

16. Dentist's Electronic Equipment

We will pay for direct **damage** to covered **dentist's electronic equipment** (including extra expense), located on or within 1000 feet of the described premises, caused by or resulting from a **covered electronic equipment cause of loss** as defined below. The most we will pay for **damage** and extra expense covered by this covered related expense is \$50,000.

For purposes of this coverage, **dentist's electronic equipment** means any electronic dental equipment, computers, dental chair, x-ray equipment or other components capable of accepting information, processing it according to a plan and producing the desired results. This includes any telephone components or equipment, telephone switchgear, operating programs, related software, facsimile transmission equipment, telex equipment and other related hardware used for the transmission of communications. It also includes software for electronic data processing, recording or storage media such as films, tapes, cards, discs, drums or cells.

**Covered electronic equipment cause of loss** means risk of direct physical loss to **dentist's electronic equipment** except as excluded or limited below. The **covered electronic equipment cause of loss** also includes **electrical disturbance**.

We will not pay for loss or **damage** caused by or resulting from the exclusions as indicated below. Only the following exclusions as stated in this Coverage Part, Section II. Exclusions apply to **dentist's electronic equipment**:

- a. exclusion A.4., Governmental Action;
- b. exclusion A.5., Nuclear Hazard;
- c. exclusion A.6., War and Military Action;
- d. exclusion B.2., Delay, loss of use or loss of market;
- e. exclusion B.4., Wear and tear;
- f. exclusion B.5., Rust, corrosion;
- g. exclusion B.7., seepage, migration;
- h. exclusion B.13., dishonest or criminal acts,

The following additional exclusions shall also apply:

- i. depreciation, obsolescence, dampness or dryness, cold or heat or any other cause of consequential loss or damage.
- j. error, omission in machine programming or incorrect instructions to a machine;
- k. errors, omissions or deficiencies in design, specification, materials or workmanship.

For purposes of this coverage **electrical disturbance** means electrical injury, magnetic injury, disturbance of electronic recordings or erasure of electronic recordings including **damage** caused by interruption of an electrical power supply, power surge, blackout or brownout.

The most we will pay for **practice income** as provided elsewhere in this Coverage Part for loss or **damage** covered by this covered related expense is \$2,500. This is part of and not in addition to the \$25,000 limit stated above for this coverage. The Valued Daily Limit as stated in the declarations will be used to determine the amount of the **practice income** loss. The Actual Loss Sustained provision of **Practice Income** Coverage does not apply and is not available for loss or **damage** to **Dentist's Electronic Equipment**.

#### 17. Claim Data Expense

- a. We will pay the reasonable expenses **you** incur in preparing claim data when we require such data to show the extent of **damage**. This includes the cost of taking inventories, making appraisals, preparing income statements and preparing other documentation.
- b. Under this Covered Related Expense, we will not pay for:
  - (1) Any expenses incurred, directed or billed by or payable to attorneys, insurance adjusters or their associates or subsidiaries;
  - (2) Any costs in connection with the Appraisal Condition as set forth in Section **V. CONDITIONS**; or
  - (3) Any expenses incurred, directed or billed by or payable to insurance brokers or agents, or their associates or subsidiaries, without our written consent prior to such expenses being incurred.
- c. The most we will pay for preparation of claim data under this Covered Related Expense in any one occurrence is \$5,000 regardless of the number of premises involved.

#### C. Newly Acquired or Constructed Property

Except as otherwise provided, the following provisions apply to property located in or on the **building** or in the open, or in a vehicle, within 1000 feet of the described premises.

- 1. **You** may extend the insurance provided by this Coverage Part as follows:
  - a. to apply to:
    - (1) **your** new **buildings** while being built on the described premises; and
    - (2) **buildings you** acquire at locations, other than the described premises, intended for similar use as the **building** described on the Declarations;
    - (3) **your blanket dental practice personal property** at any location **you** acquire.
  - b. The most we will pay for **damage** under this Coverage Extension is:
    - (1) \$1,000,000 on each newly acquired **Building**;
    - (2) \$500,000 on **Your Blanket Dental Practice Personal Property**, at

each newly acquired location, whether owned, leased, occupied or controlled by **you**.

- c. **You** may extend **your practice income** coverage to apply at any location **you** acquire.

The most we will pay for loss is \$100,000 at each location.

2. Insurance for each newly acquired location will end when any of the following first happens:
- this policy expires; or
  - 90 days expire after **you** acquire or begin to construct the property; or
  - you** report values to us.

We will charge **you** additional premium for values reported from the date **you** acquire the property.

#### D. Property Not Covered

Covered property does not include:

- accounts, bills, currency, deeds, evidence of debt, money, notes or securities, except as provided in paragraphs I.A.2.c., and I.A.2.e;
- animals;
- automobiles;
- bridges, roadways, walks, patios or other paved surfaces;
- contraband, or property in the course of illegal transportation or trade;
- the cost of excavations, grading, backfilling or filling;
- fine arts** with a value exceeding \$1,000 per item except as provided in paragraph I.A.2.d.;
- foundations of **buildings**, machinery or boilers if their foundations are below:
  - the lowest basement floor; or
  - the surface of the ground, if there is no basement;
- land, including land on which the property is located, or water;
- pilings, piers, wharves or docks;
- property that is covered under another coverage part of this or any other policy in which it is more specifically described, except for the excess of the amount due,

whether **you** can collect on it or not, from that other insurance.

12. retaining walls that are not part of the **building**;

13. underground pipes, flues or drains; or

14. vehicles or self-propelled machines, including aircraft or watercraft, that:

- are licensed for use on public roads; or
- are operated principally away from the described premises;

This exclusion does not apply to:

- snow removal or lawn care equipment of less than 20 horsepower; or
- rowboats or canoes out of water at the described premises;

that **you** own.

## II. EXCLUSIONS

- A. We will not pay for **damage** caused directly or indirectly by any of the following. Such **damage** is excluded regardless of any other cause or event that contributes concurrently in any sequence to the **damage**.

1. Ordinance or Law

The enforcement of any ordinance or law:

- regulating the construction, use or repair of any property; or
- requiring the tearing down of any property, including the cost of removing its debris.

2. Earth Movement

Any earth movement other than **sinkhole collapse**, such as an earthquake, landslide, mine subsidence or earth sinking, rising or shifting. If **damage** by fire or explosion results, we will pay for that resulting **damage**.

3. Volcanic Eruption

Any volcanic eruption, explosion or effusion. If **damage** by fire, **building** glass breakage or **volcanic action** results, we will pay for that resulting **damage**.

4. Governmental Action

Seizure or destruction of property by order of governmental authority.

We will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this coverage part.

5. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

If **damage** by fire results, we will pay for that resulting **damage**.

6. War And Military Action

- a. war, including undeclared or civil war;
- b. warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

7. Water

- a. Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
- b. Mudslide or mudflow;
- c. Water that backs up from a sewer or drain except as provided under the covered related expenses;
- d. Water under the ground surface pressing on, or flowing or seeping through:
  - (1) foundations, walls, floors or paved surfaces;
  - (2) basements, whether paved or not; or
  - (3) doors, windows or other openings.

But if **damage** by fire, explosion or sprinkler leakage results, we will pay for that resulting **damage**.

B. We will not pay for **damage** caused by or resulting from any of the following:

1. artificially generated electric current, including electric arcing, that disturbs electrical devices, appliances or wires;

If **damage** by fire results, we will pay for that resulting **damage**.

2. delay, loss of use or loss of market;
3. smoke, vapor or gas from agricultural smudging or industrial operations;
4. wear and tear;
5. rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to **damage** or destroy itself;
6. smog;
7. seepage, migration, escape, release, discharge or dispersal of contaminants or **pollutants** unless the seepage, migration, escape, release, discharge or dispersal is itself caused by any of the **specified causes of loss**. But if **damage** by the **specified causes of loss** results, we will pay for the resulting **damage** by the **Specified Causes of Loss**;
8. settling, cracking, shrinking or expansion;
9. nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents, or other animals;
10. mechanical breakdown, including rupture or bursting caused by centrifugal force; or explosion or other **damage** to steam boilers, steam pipe, steam engines or steam turbines, hot water boilers or other water heating equipment except sterilization heating equipment heating equipment or domestic water supply systems owned or leased by **you**, or operated under **your** control. If **damage** by fire or combustion explosion results, we will pay for that resulting **damage**. We will also pay for damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass;
11. continuous or repeated seepage or leakage of water that happens over a period of 14 days or more;
12. water, or other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment, except fire protective systems, caused by or resulting from freezing, unless:
  - a. **you do your** best to maintain heat in the **building**; or
  - b. **you** drain the equipment and shut off the water supply if the heat is not maintained.

13. dishonest or criminal acts by **you**, any of **your** partners, employees, directors, trustees, authorized representatives or anyone to whom **you** entrust the property for any purpose:

- a. acting alone or with others; or
- b. whether or not happening during the hours of employment.

This exclusion shall not apply to acts of destruction by **your** employees, but theft by employees is not covered.

14. voluntary parting with any property by **you** or anyone else to whom **you** have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense;

15. rain, snow, ice or sleet to personal property in the open; or

16. collapse, except as provided under the Definition of **Covered Cause of Loss** for ALL RISKS OF DIRECT PHYSICAL LOSS A., Collapse.

C. We will not pay for **damage** caused by or resulting from any of the following. If **damage** by a **covered cause of loss** results, we will pay for the resulting **damage**:

1. weather conditions. This exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Exclusions II. A.1. through 7. Above to produce the **damage**;
2. acts or decisions, including the failure to act or decide, of any entity;
3. faulty, inadequate or defective:
  - a. planning, zoning, development, surveying, siting;
  - b. design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
  - c. materials used in repair, construction, renovation or remodeling; or
  - d. maintenance;  
of part or all of any property on or off the described premises.

D. Special Exclusions

As respects **practice income** coverage, we will not pay for:

1. any **damage** caused by or resulting from:

- a. **damage** or destruction of **finished stock** or prosthesis; or

- b. the time required to reproduce **finished stock** or prosthesis;

2. any **damage** caused by or resulting from direct physical **damage** to radio or television antennas, including their lead-in wiring, masts or towers;

3. any increase of **damage** caused by or resulting from:

- a. delay in rebuilding, repairing or replacing the property or resuming **your** practice, due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or

- b. suspension, lapse or cancellation of any license, lease or contract. If the suspension, lapse or cancellation is directly caused by the suspension of **your** practice, we will cover such **damage** that affects **your practice income** during the **period of restoration**, but not beyond the **period of restoration**.

4. any other consequential **damage**.

E. LIMITATIONS

1. We will not pay for **damage** to:

- a. the interior of any **building** caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:

- (1) the **building** first sustains **damage** by a **covered cause of loss** to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or

- (2) the **damage** is caused by or results from thawing of snow, sleet or ice on the **building**;

- b. building materials and supplies not attached as part of the **building** or structure, unless held for sale by **you**, caused by or resulting from theft;

- c. property that is missing, where the only evidence of the loss or **damage** is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property;

- d. gutters and downspouts caused by or resulting from weight of snow, ice or sleet;
  - e. property that has been transferred to any entity or to a place outside the described premises on the basis of unauthorized instructions; or
  - f. outdoor radio or television antennas, including their lead-in wiring, masts or towers when **damage** is caused by windstorm, hail, rain, sleet, snow, ice or weight of ice.
2. For **damage** by theft, the following types of property are covered only up to the limits shown:
- a. \$2,500 for furs, fur garments, or garments trimmed with fur;
  - b. \$25,000 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item;
  - c. \$250 for stamps, tickets and letters of credit.

### III. LIMITS OF INSURANCE

- A. The most we will pay for **damage** in any one event is the applicable limits of insurance shown on the Declarations.
- B. The Limits of Insurance applicable to **your Practice Income**, Extra Expense and Extended **Practice Income** shall be subject to annual aggregate limit of insurance of \$1,000,000 for any **damage** caused by a **Covered Cause of Loss**.
- C. Unless otherwise indicated, the limits of insurance applicable to the covered related expenses are in addition to the limits of insurance shown on the declarations. Payments under the following Covered Related Expenses will not increase the applicable limit of insurance:
  - 1. preservation of property; or
  - 2. debris removal; but if:
    - a. the sum of direct physical **damage** and debris removal expense exceeds the limit of insurance; or
    - b. the debris removal expense exceeds the amount payable under the 25% debris removal for covered related expenses;

we will pay up to an additional \$25,000 for each location in any one event.

- 3. As respects **practice income** and **rents** the following will not increase the limit of insurance:
  - a. Alterations and New **buildings**;
  - b. Civil authority; and
  - c. Expense to Reduce **Damage**.

#### D. Deductible

We will not pay for **damage** to **your building** or **your blanket dental practice personal property** in any one event until the amount of **damage** exceeds the deductible shown on the Declarations. We will then pay the amount of **damage** in excess of the deductible, up to the applicable limit of insurance.

#### E. Inflation Guard

- 1. The Limit of Insurance for **building** and **blanket dental practice personal property** to which this coverage applies will automatically increase by the quarterly percentage shown on the Declarations.
- 2. The amount of increase will be:
  - a. the most recent limit of insurance exclusive of this coverage; multiplied by
  - b. the percentage of quarterly increase shown on the Declarations applied pro rata during each year.

#### F. Valuation

We will determine the value of covered property in the event of **damage** as follows:

- 1. **Building: Your Blanket Dental Practice Personal Property:**
  - a. On the basis of replacement cost, without deduction for depreciation.
  - b. This valuation does not apply to:
    - (1) property of others;
    - (2) contents of a residence;
    - (3) manuscripts;
    - (4) **fine arts**;
    - (5) outdoor equipment or outdoor furniture; or
    - (6) **stock**.
  - c. **You** may make a **claim** for **damage** covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event

**you** elect to have **damage** settled on an actual cash value basis, **you** may still make a **claim** on a replacement cost basis if **you** notify us of **your** intent to do so within 180 days after the **damage**.

d. We will not pay on a replacement cost basis for any **damage**:

(1) until the **damaged property** is actually repaired or replaced; and

(2) unless the repairs or replacement are made as soon as reasonably possible after the **damage**.

These requirements do not apply when **damages** are \$10,000 or less.

e. We will not pay more for **damage** on a replacement cost basis than the least of:

(1) the limit of insurance applicable to the **damaged** property; or

(2) the cost to replace, on the same premises, the **damaged** property with other property:

(a) of comparable material and quality; and

(b) used for the same purpose; or

f. The amount **you** actually spend that is necessary to repair or replace the **damaged** property.

2. **Stock you** have sold but not delivered at the selling price less discounts and expenses **you** otherwise would have had.

3. Glass at the cost of replacement with safety glazing material if required by law.

4. Tenant's improvements and betterments at:

a. replacement cost of the **damaged** property if **you** make repairs promptly;

b. a proportion of **your** original cost if **you** do not make repairs promptly. We will determine the proportionate value as follows:

(1) Multiply the original cost by the number of days from the **damage** to the expiration of the lease; and

(2) Divide the amount determined in (1) above by the number of days from the installation of improvements to the expiration of the lease.

If **your** lease contains a renewal option, the expiration of the renewal option period will replace the

expiration of the lease in this procedure.

c. Nothing if others pay for repairs or replacement.

5. **Valuable papers and records**, including those which exist on **electronic media and records**, other than prepackaged software programs, at the cost of:

a. blank materials for reproducing the records; and

b. labor to transcribe or copy the records when there is a duplicate.

6. **Practice Income**

a. Actual Loss Sustained - If **your** practice is suspended due to physical **damage** at the described premises or power failure as described under paragraph I.B.8., we will pay for the actual loss of Practice Income **you** sustain in accordance with paragraph I.A.3. unless a Valued Daily Limit is shown on the declarations. If a Valued Daily Limit is shown on the declarations, Practice Income will be valued in accordance with paragraph III.F.6.b. below.

b. Valued Daily Limit - If **your** practice is suspended due to physical **damage** at the described premises or power failure as described under paragraph I.B.8., we will pay up to the number of days shown on the declarations:

(1) the limit per day shown on the Declarations if **your** practice is totally suspended; or

(2) the proportion of the limit per day if **your** practice is partially suspended. This proportion shall be calculated as the ratio of reduced practice hours compared to normal practice hours.

A day means a period of 24 hours, beginning at 12:01 A.M. and during which **your** practice was or would be conducted.

c. Even if a Valued Daily Limit applies, **you** may alternatively make a claim for **practice income** covered by this insurance on an actual loss sustained basis during the **period of restoration** in accordance with Condition V.J.7.

7. **Rents** or other income at actual loss sustained. Consideration will be given to

the experience before the loss and the probable experience had no loss occurred.

8. At actual cash value as of the time of **damage**, except as provided above.

#### IV. DEFINITIONS

**"Accounts Receivable Records"** means:

- A. all sums due **you** from customers, provided **you** are unable to effect collection;
- B. interest charges on any loan to offset impaired collections pending repayment of such amounts made uncollectible by **damage**;
- C. collection expenses in excess of normal collection cost made necessary because of **damage**; and
- D. other reasonable expenses incurred by **you** in re-establishing records of accounts receivable following such **damage**.

**"Blanket Dental Practice Personal Property"** means property other than **buildings**, consisting of the following:

- A. furniture and fixtures;
- B. machinery and equipment;
- C. **stock**;
- D. all other personal property owned by **you** and used in **your** practice;
- E. labor, materials or services furnished or arranged by **you** on personal property of others; and
- F. **your** use interest as tenant in improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:
  1. made a part of the **building you** occupy but do not own; and
  2. **you** acquired or made at **your** expense but cannot legally remove.

**"Building"** means the building or structure described on the Declarations, including:

- A. completed additions;
- B. permanently installed;
  1. fences, fixtures;
  2. machinery; and
  3. equipment;
  4. radio and television antennas and satellites including lead-in wiring and masts.
- B. outdoor fixtures;

- C. an appurtenant structure for up to 10 percent of the building limit.
- D. personal property owned by **you** that is used to maintain or service the **building** or its premises, including:
  1. fire extinguishing equipment;
  2. outdoor furniture;
  3. floor coverings; and
  4. appliances used for refrigerating, ventilating, cooking, dishwashing or laundering; and
- E. If not covered by other insurance:
  1. additions under construction, alterations and repairs to the **building**;
  2. materials, equipment, supplies and temporary structures, on or within 1000 feet of the described premises, used for making additions, alterations or repairs to the **building**.

**"Covered Causes of Loss"** means ALL RISK OF DIRECT PHYSICAL LOSS except as excluded or limited in Section II. Of this Coverage Part. ALL RISK OF DIRECT PHYSICAL LOSS shall also include the following:

- A. Collapse
  1. We will pay for **damage** caused by or resulting from collapse of a **building** or any of its parts caused only by one or more of the following:
    - a. the **specified causes of loss** or breakage of **building** glass, all only as insured against in this Coverage Part;
    - b. hidden decay;
    - c. hidden insect or vermin **damage**;
    - d. weight of people or personal property;
    - e. weight of rain that collects on a roof; and
    - f. use of defective material or methods in construction, remodeling or renovation if the collapse happens during the course of the construction, remodeling or renovation.
  2. We will not pay for **damage** to the following types of property unless the **damage** is a direct result of the collapse of a **building**:
    - a. outdoor radio or television antennas, including their lead-in wiring, masts or towers;
    - b. awnings; gutters and downspouts;
    - c. yard fixtures, outdoor swimming pools;

- d. fences; piers, wharves and docks; beach or diving platforms or appurtenances; or
- e. retaining walls; walks, roadways and other paved surfaces.

Collapse does not include settling, cracking, shrinkage, bulging or expansion, nor shall this coverage increase the Limits of Insurance of this Coverage Part.

## B. Water Damage

If **damage** caused by or resulting from covered **water damage** or other liquid, powder or molten material **damage** happens, we will also pay the cost to tear out and replace any part of the **building** to repair **damage** to the system or appliance from which the water or other substance escapes.

We will not pay the cost to repair any defect that caused the **damage**; but we will pay the cost to repair or replace **damaged** parts of fire extinguishing equipment if the **damage**:

1. results in discharge of any substance from an automatic fire protection system; or
2. is directly caused by freezing.

“**Damage**” means partial or total loss of or damage to **your** covered property.

“**Electronic Media and Records**” means:

- A. electronic data processing, recording or storage media such as films, tapes, discs, drums or cells.
- B. data stored on such media; or
- C. programming records used for electronically controlled equipment.

“**Elevator**” means a hoisting or lowering device to connect floor or landings. It may or may not be in service. It may consist of several parts, such as: a car or platform; a shaft, hoistway, stairway, or runway; power equipment and machinery. For the purpose of this Coverage Part, **elevator** does not include:

- A. an auto servicing hoist;
- B. a hoist without a platform outside a **building**, which does not have mechanical power or is not attached to a **building** wall;
- C. any hod or material hoist used in construction operations;
- D. an inclined conveyor used exclusively for carrying property; or

- E. a dumbwaiter used exclusively for carrying property and having a compartment height of 4 or less feet.

“**Falling Objects**” means **damage** to the interior of a **building** or property inside provided that the roof or an outside wall of the **building** is first **damaged** by a falling object. **Falling objects** does not include **damage** to:

- A. personal property in the open; or
- B. the interior of a **building**, or property inside a **building**, unless the roof or an outside wall of the **building** is first **damaged** by a **falling object**.

“**Fine Arts**” means paintings, etchings, pictures, tapestries, statuary, marbles, bronzes, porcelains and bric-a-brac, art glass windows and other bona fide works of art or rarity, historical value or artistic merit.

“**Finished Stock**” means **stock you** have manufactured.

“**Period of Restoration**” means the period of time that:

- A. begins 24 hours immediately following direct physical **damage** or power failure as described under paragraph I.B.8 caused by or resulting from any **Covered Cause of Loss** at the described premises or power failure as described in paragraph I.B.8.; and
- B. ends on the date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality.

**Period of restoration** does not include any increased period required due to the enforcement of any ordinance or law that:

- regulates the construction, use or repair, or requires the tearing down of any property; or
- requires **you** or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**.

The expiration date of this policy will not cut short the **period of restoration**.

“**Practice Income**” means the:

- A. net income, meaning net profit or loss before income taxes, that would have been earned or incurred; and
- B. continuing normal operating expenses, including payroll.

“**Rents**” or other income means the sum of:

- A. gross income from the described property;
- B. the amount of all charges assumed by the tenants which would otherwise be **your** obligations; and
- C. rental value of that portion occupied by **you** or vacant portions that would have been rented had no **damage** occurred.

“**Sinkhole Collapse**” means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of **damage** does not include:

- A. the cost of filling sinkholes; or
- B. sinking or collapse of land into man-made underground cavities.

“**Specified Causes of Loss**” means the following: fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; **sinkhole collapse; volcanic action; falling objects**: weight of snow, ice or sleet; **water damage**.

“**Stock**” means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.

“**Valuable Papers and Records**” means written, printed or otherwise inscribed documents and records including books, maps, films, drawings, abstracts, deeds, mortgages, manuscripts, x-ray negatives and prints and patient’s charts.

“**Volcanic Action**” means direct **damage** resulting from the eruption of a volcano when the **damage** is caused by:

- A. airborne volcanic blast or airborne shock waves;
- B. ash, dust or particulate matter; or
- C. lava flow.

All volcanic eruptions that happen within any 168-hour period will constitute a single event.

**Volcanic action** does not include the cost to remove ash, dust or particulate matter that does not cause direct physical **damage** to the described property.

“**Water Damage**” means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

**V. CONDITIONS**

The following Conditions apply in addition to the Common Policy Conditions.

- A. Control of Property

Any act or neglect of any person other than **you** beyond **your** direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of **damage**, the breach of condition does not exist.

**B. Legal Action Against Us**

The following is added to the Common Policy Conditions:

No one may bring a legal action against us under this Coverage Part unless the action is brought within:

- 6 Years in South Dakota;
- 5 Years in Florida or Kansas;
- 4 Years in Wyoming;
- 3 Years in Maryland, North Carolina, North Dakota or Utah; or
- 2 Years in all other States;

after the date on which the direct physical **damage** happened.

**C. Liberalization**

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

**D. No Benefits to Bailee**

No entity, other than **you**, having custody of covered property will benefit from this insurance.

**E. Other Insurance**

1. **You** may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If **you** do, we will pay our share of the covered **damage**. Our share is the proportion that the applicable limit of insurance under this Coverage Part bears to the limits of insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same **damage**, other than that described in 1. Above, we will pay only for the amount of covered **damage** in excess of the amount due from that other insurance, whether **you** can collect on it or not. But we will not pay more than the applicable limit of insurance.

**F. Transfer of Rights of Recovery**

The following is added to the Common Policy Conditions:

**You** may waive **your** rights against another party in writing:

1. prior to **damage** to **your** covered property or covered income.
2. after **damage** to **your** covered property or covered income only if, at the time of **damage**, that party is one of the following:
  - a. someone insured by this insurance;
  - b. a business;
    - (1) owned or controlled by **you**; or
    - (2) that owns or controls **you**; or
    - (3) **your** tenant.

This will not restrict **your** insurance.

#### G. Abandonment

There can be no abandonment of any property to us.

#### H. Appraisal

If we and **you** disagree on the value of the property, the amount of net income and operating expense, or the amount of **damage**, either may make written demand for an appraisal of the **damage**. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of **damage**. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. pay its chosen appraiser; and
2. bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

#### I. Duties In the Event of **Damage**

**You** must see that the following are done in the event of **damage** to covered property:

1. Notify the police if a law may have been broken.
2. Give us prompt written notice of the **damage**. Include a description of the property involved.

3. As soon as possible, give us a description of how, when and where the **damage** happened.
4. Take all reasonable steps to protect the Covered Property from further **damage** by a **covered cause of loss**. If feasible, set the **damaged** property aside and in the best possible order for examination. Also keep a record of **your** expenses for emergency and temporary repairs, for consideration in the settlement of the claim. This will not increase the limit of insurance.
5. At our request, give us complete inventories of the **damaged** and undamaged property. Include quantities, costs, values and amount of **damage** claimed.
6. Permit us to inspect the property and records proving the **damage**. Also permit us to take samples of **damaged** property for inspection, testing and analysis.
7. If requested, permit us to question **you** under oath at such times as may be reasonably required about any matter relating to this insurance or **your** claim, including **your** books and records. In such event, **your** answers must be signed.
8. Send us a signed, sworn statement of **damage** containing the information we request to investigate the claim. **You** must do this within 60 days after our request. We will supply **you** with the necessary forms.
9. Cooperate with us in the investigation or settlement of the claim.
10. Resume all or part of **your** practice as quickly as possible.

#### J. Payment for **Damage**

1. In the event of **damage** covered by this Coverage Part, at our option we will either:
  - a. pay the value of **damaged** property;
  - b. pay the cost of repairing or replacing the **damaged** property;
  - c. take all or any part of the property at an agreed or appraised value; or
  - d. repair, rebuild or replace the property with other property of like kind and quality.
2. We will give notice of our intentions within 30 days after we receive the sworn statement of **damage**.
3. We will not pay **you** more than **your** financial interest in the covered property.

4. We may adjust **damages** with the owners of **damaged** property if other than **you**. If we pay the owners, such payments will satisfy **your** claims against us for the owners' property. We will not pay the owners more than their financial interest in the covered property.
5. We may elect to defend **you** against suits arising from claims of owners of property. We will do this at our expense.
6. We will pay for covered **damage** within 30 days after we receive the sworn statement of **damage** if:
  - a. **you** have complied with all of the terms of this Coverage Part; and
  - b. we have reached agreement with **you** on the amount of **damage**, or an appraisal award has been made.
7. The amount of **practice income** loss will be determined based on:
  - a. the net income of the practice before the direct physical **damage** happened;
  - b. the likely net income of the practice if no **damage** happened;
  - c. the operating expenses, including payroll expenses, necessary to resume **your** practice with the same quality of service that existed just before the direct physical **damage**; and
  - d. other relevant sources of information, including:
    - (1) **your** financial records and accounting procedures;
    - (2) bills, invoices and other vouchers; and
    - (3) deeds, liens or contracts.

We will reduce the amount of **your practice income** recovery by any amounts paid to **you**, or to the extent **you** can resume **your** practice, in whole or in part, by using **damaged** or undamaged property, including merchandise or **stock**, at the described premises or elsewhere.

We will not pay for any loss of **practice income** caused by direct physical **damage** to **electronic media** and records after the longer of:

- a. 90 consecutive days from the date of direct physical **damage**; or
- b. the period, beginning with the date of direct, physical **damage**, necessary to

repair, rebuild or replace, with reasonable speed and similar quality, other property at the described premises due to **damage** caused by the same event.

8. If **you** sustain any **rents** or other income reduction covered under this Coverage Part which exceeds the amount of coverage, all recoveries on account of the **damage**, less the actual cost of recovery, shall be applied to the reimbursement of **you** to the extent of **your** uninsured amount less the deductible amount.

#### K. Recovered Property

If either **you** or we recover any property after **damage** settlement, that party must give the other prompt notice. At **your** option, the property will be returned to **you**. **You** must then return to us the amount we paid to **you** for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the limit of insurance.

#### L. Vacancy

If the **building** where **damage** happens has been vacant for more than 60 consecutive days before the **damage**, we will:

1. not pay for any **damage** caused by any of the following even if they are **covered causes of loss**:
  - a. vandalism;
  - b. sprinkler leakage, unless **you** have protected the system against freezing;
  - c. **building** glass breakage;
  - d. **water damage**; or
  - e. actual or attempted theft;
2. reduce the amount we would otherwise pay for the **damage** by 15%.

A **building** is vacant when it does not contain enough **blanket dental practice personal property** to conduct customary practice, but **buildings** under construction are not considered vacant.

#### M. Mortgage Holders

1. The term "mortgage holder" includes:
  - a. any trustees;
  - b. the owner of the **building** at the described premises which is leased or rented to **you**, but only during the time **you** are a tenant in that **building**;

- c. the owner of any equipment, materials or supplies which are leased to **you**, but only while at the described premises; and
  - d. any creditor with whom **you** have entered a contract for the sale of covered property whose interest is established by written contract.
2. We will pay for covered **damage** to covered property to each mortgage holder shown on the Declarations in their order of precedence, as interests may appear.
  3. The mortgage holder has the right to receive **damage** payment even if the mortgage holder has started foreclosure or similar action on the covered property.
  4. If we deny **your** claim because of **your** acts or because **you** have failed to comply with the terms of this Coverage Part, the mortgage holder will still have the right to receive **damage** payment if the mortgage holder:
    - a. pays any premium due under this Coverage Part at our request if **you** have failed to do so;
    - b. submits a signed, sworn statement of **damage** within 60 days after receiving notice from us of **your** failure to do so; and
    - c. has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgage holder.

All of the terms of this Coverage Part will then apply directly to the mortgage holder.

5. If we pay the mortgage holder for any **damage** and deny payment to **you** because of **your** acts or because **you** have failed to comply with the terms of this Coverage Part:
  - a. the mortgage holder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
  - b. the mortgage holder's right to recover the full amount of the mortgage holder's **claim** will not be impaired.

At our option, we may pay to the mortgage holder the whole principal on the mortgage plus any accrued interest. In this event, **your** mortgage and note will be transferred to us and **you** will pay **your** remaining mortgage debt to us.

6. If we cancel this policy, we will give written notice to the mortgage holder at least:
  - a. 10 days before the effective date of cancellation if we cancel for **your** nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
7. If we elect not to renew this policy, we will give written notice to the mortgage holder at least 10 days before the expiration date of this policy.



**PROFESSIONAL PROTECTOR PLAN  
GOLD**

This endorsement modifies insurance provided under the following:

**BUILDING BLANKET DENTAL PRACTICE PERSONAL PROPERTY AND INCOME COVERAGE PART**

**I. Fine Arts – Increase in per item.**

Section I. **COVERAGE AGREEMENTS**, Paragraph A. Covered Property is amended as follows:

- Item 2.d.(2) of **Your Blanket Dental Practice Personal Property** is deleted in its entirety and replaced as follows:

(2) the most we will pay is \$25,000 at each described premises with no more than \$5,000 per item.

**II. Dentist's Electronic Equipment – Off-Premises, Contingent Business and Claim Data Expense**

Section I. **COVERAGE AGREEMENTS**, Paragraph B. Covered Related Expenses is amended as follows:

A. Item 16. Dentist's Electronic Equipment is amended as follows:

1. Subject to a \$15,000 sub-limit, this Covered Related Expense applies off-premises, anywhere in the world. This sub-limit is part of and not in addition to the limit shown in A.1. above.

B. Contingent Business Interruption is added as follows:

We will pay up to \$500 per day, not exceeding a maximum of \$15,000 for **practice income you** actually lose during the **period of restoration** following direct physical loss at the premises operated by others upon whom **you** depend to:

1. deliver materials or services to **you**, or others for **your** account;
2. accept **your** product or services; or
3. attract customers to **your** business.

The **damage** must occur at such premises and be caused by or resulting from a **covered cause of loss** under this policy.

C. Item 17., Claim Data Expense, subparagraph c., is deleted in its entirety and replaced with the following:

- c. The most we will pay for preparation of claim data under this Covered Related Expense in any one occurrence is \$10,000 regardless of the number of premises involved.

**III. LIMITATIONS deleted for interior of any **building**; gutters and downspouts; outdoor radio or television antennas; and stamps, tickets and letters of credit**

Section II. **EXCLUSIONS**, Paragraph E. LIMITATIONS is amended as follows:

- Items 1.a., 1.d., 1.f. and 2.c. are deleted in their entirety.

**IV. Employee Dishonesty – Increase in Limits**



The following additional change applies:

The limit of liability as stated in the Declarations for Employee Dishonesty is increased by \$15,000. The total employee dishonesty limit of liability is determined by adding the above referenced \$15,000 to the limit of liability stated on the Declarations. That new limit is the most we will pay for employee dishonesty.

V. The following Additional Coverages are added:

Unauthorized Business Card Use

We will pay for your loss of money or charges and costs you incur that result directly from the unauthorized use of credit, debit or charge cards issued in your business name, including:

- 1. Fund transfer cards;
- 2. Charge plates; or
- 3. Telephone cards.

The most we will pay under this additional coverage in any one occurrence is \$5,000.

Computer Fraud

When a Limit of Insurance is shown in the Declaration for Blanket Dental Practice Personal Property at the described premises, that insurance shall apply to damage to **Blanket Dental Practice Personal Property** resulting directly from the use of any computer to fraudulently cause a transfer of **Blanket Dental Practice Personal Property** from inside the building at the described premises:

- (1) to a person outside those premises; or
- (2) to a place outside those premises.

The maximum we will pay under this Coverage Extension in any one occurrence is \$10,000, regardless of the number of premises involved.

With respect to the coverage afforded under this provision, we will not pay for damage caused directly or indirectly by any mass system penetration. Such **damage** is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the **damage**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**PRACTICE INCOME, EXTRA EXPENSE AND POWER FAILURE TIME PERIOD ENDORSEMENT**

In consideration of the additional premium charged in the amount of \$\_\_\_\_\_, this endorsement modifies insurance provided under the Building, Blanket Dental Practice Personal Property and Income Coverage Part, but only with respect to the premises indicated in the Premises Schedule below:

**PREMISES SCHEDULE**

Premises:

Premises:

- It is agreed and understood that:
  - the Period of Restoration definition in Section IV. DEFINITIONS; and
  - paragraph 8. Power Failure of Section I.B. Covered Related Expenses

are amended as follows:

The term "24 hours" is deleted in its entirety and replaced with term indicated in the Schedule below.

**SCHEDULE**

"\_\_\_\_\_ hours"

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



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EMPLOYEE DISHONESTY  
COVERAGE PART

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## CRIME COVERAGE PART EMPLOYEE DISHONESTY

Subject to all of the Common Policy Conditions, and the Definitions contained in the Property Coverage Part applicable to Building, Blanket Dental Practice Personal Property and Income, we agree that:

### I. COVERAGE AGREEMENTS

We will pay for **damage** to Covered Property caused by or resulting from a **Wrongful Act** committed by any of **your employees** engaged in **your** regular service, acting alone or together with others.

Covered Property means the following types of property for which a Limit of Insurance is shown on the Declarations:

A. **Money, Securities and Blanket Dental Practice Personal Property.** Such Covered property may be:

1. owned or held by **you**; or
2. for which **you** are legally liable.

This insurance is for **your** benefit only. It provides no rights or benefits to any other entity.

B. All Welfare and Pension plans requiring employee dishonesty insurance in accordance with Section 412 of the Employee Retirement Income Security Act of 1974, commonly known as ERISA.

We will pay for **damage** caused by any **employee** while temporarily outside the **Coverage Territory** for a period of not more than 90 days.

### II. EXCLUSIONS

We will not pay for **damage**:

A. resulting from any **Wrongful Act** committed by **you** or any of **your** partners whether acting alone or together with others;

In the event of **damage** caused by a **Wrongful Act** committed by any partner or in which a partner is concerned or implicated, we will only pay for **damage** in excess of the **Financial Interest** in **your** partnership of the partner involved in the **damage**.

B. resulting from seizure or destruction of property by order of governmental authority;

C. that is an indirect result of any act or **Event** covered by this Coverage Part including but not limited to **damage** resulting from:

1. **your** inability to realize income that **you** would have realized had there been no **damage** to Covered Property;

2. payment of **damage** of any type for which **you** are legally liable. We will pay direct compensatory **damage** arising from **damage** covered under this Coverage Part; or

3. payment of costs, fees or other expenses **you** incur in establishing either the existence or the amount of **damage** under this insurance.

D. that constitutes expenses related to any legal action;

E. by nuclear reaction, radiation, contamination however caused;

F. resulting from war, whether or not declared, warlike action, insurrection, rebellion or revolution, or any related act or incident;

G. caused by any **employee** who has been cancelled under similar prior insurance and not reinstated since the last such cancellation; or

H. the proof of which is dependent upon:

1. an inventory computation; or
2. Profit and loss computation.

### III. LIMITS OF INSURANCE

A. Each Event

The most we will pay for **damage** in any one **Event** is the Limit of Insurance shown on the Declarations for:

1. **Money, Securities and Blanket Dental Practice Personal Property**; and
2. an additional limit of \$25,000 for Welfare and Pension plans.

Such Limits of Insurance shall apply collectively to Covered Property wherever located.

B. Non-Cumulation

Regardless of the number of years this insurance remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.

#### IV. DEFINITIONS

**“Blanket Dental Practice Personal Property”** means any tangible property other than **Money** and **Securities** that has intrinsic value but does not include any property listed in any other Coverage Part as Property Not Covered.

**“Employee”** means:

Any natural person:

- A. while in **your** service, and for 30 days after termination of such service; and
- B. whom **you** compensate directly by salary, wages or commissions; and
- C. whom **you** have the right to direct and control while performing services for **you**;
- D. employed by an employment contractor while that person is subject to **your** direction and control and performing services for **you** excluding, however, any person while having care, and custody of property outside **your** premises.
- E. while in the service of any Welfare or Pension plan including as an insured under this Coverage Part, as fiduciary, trustee, administrator, officer or **employee** and any other natural person while performing acts normally performed by a fiduciary, trustee, administrator, officer or **employee** as defined in Title 1 of the Employee Retirement Income Security Act of 1974 or any of its amendments.

**Employee** does not mean any:

- A. agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
- B. director or trustee except while performing acts coming within the scope of the usual duties of an **employee**.

**“Event”** means all **damage** caused by an **employee** or in which any **employee** is involved, whether the result of a single, or series of, acts.

**“Financial Interest”** means the value of the partner’s interest in **your** partnership prior to deducting the amount of **damage** caused by such partner. Such value shall be determined as of the close of business on the date of discovery of **damage**.

**“Money”** means:

- A. currency, coins and bank notes in current use and having a face value; and
- B. travelers checks, register checks and money orders held for sale to the public.

**“Securities”** means negotiable and non-negotiable instruments or contracts representing either **Money** or other property and includes:

- A. tokens, tickets, revenue and other stamps, whether represented by actual stamps or unused value in a meter, in current use; and
- B. evidences of debt issued in connection with credit or charge cards, which cards are not issued by **you**;

but does not include **money**.

**“Wrongful Act”** means a dishonest act committed by an **employee**, whether identified or not, acting alone or with others, other than **you** or a partner, with the intent to:

- A. cause **you** to sustain **damage**; and also
- B. obtain financial benefit, other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment, for:
  1. the **employee**; or
  2. any entity intended by the **employee** to receive that benefit.

#### V. CONDITIONS

- A. Policy Period

Common Policy Condition I. is amended to include the following:

Subject to Employee Dishonesty Condition H., we will pay only for **damage** that **you** sustain through **Wrongful Acts** occurring during the policy period.

- B. Duties in the event of **Damage**

Common Policy Condition III. is amended to include the following:

**You** must also:

1. submit to examination under oath at our request and give us a signed statement of **your** answers;
2. give us a detailed, sworn proof of **damage** within 120 days;

- C. **Damage** Covered under more than One Coverage

Common Policy Condition XI., for the purpose of this Coverage Part, is deleted and replaced by the following:

If 2 or more coverages of this insurance apply to the same **damage**, we will pay the lesser of:

1. the actual amount of **damage**; or
2. the sum of the Limits of Insurance applicable to those coverages.

D. Legal Action Against Us

Common Policy Condition XIII. is amended to include the following:

**You** may not bring any legal action against us involving **damage**:

1. until 90 days after **you** have filed proof of **damage** with us; and
2. unless brought within 2 years from the date **you** discovered the **damage**.

E. Consolidation/Merger

If through consolidation or merger with, or purchase of assets of, some other entity:

1. any additional persons become **employees**; or
2. **you** acquire the use and control of any additional premises;

any insurance afforded for **employees** or premises also applies to those additional **employees** and premises, but only if **you**:

- a. give us written notice within 90 days thereafter; and
- b. pay us an additional premium.

F. Discovery Period

1. We will pay only for covered **damage** discovered no later than 1 year from the end of the policy period.
2. If this insurance or any of its coverages is cancelled or terminated as to any of **you**, **damage** sustained by that person is covered only if discovered no later than 1 year from the date of that cancellation or termination.

G. Joint Insured

1. If any of **you** or **your** partners or officers has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of all of **you**.
2. An **employee** of any of **you** is considered to be an **employee** of all of **you**.
3. We will not pay more for **damage** sustained by more than one of **you** than the amount we would pay if all the **damage** had been sustained by one of **you**.

H. **Damage** Sustained During Prior Insurance

1. If **you**, or any predecessor in interest, sustained **damage** during the period of any prior insurance that **you** could have recovered under that insurance except that the time within which to discover **damage** had expired, we will pay for it under this insurance, provided:

- a. this insurance became effective at the time of cancellation or termination of the prior insurance; and
- b. the **damage** would have been covered by this insurance had it been in effect when the **Wrongful Act** was committed or happened.

2. The insurance under this Condition is part of, not in addition to, the Limits of Insurance applying to this insurance and is limited to the lesser of the amount recoverable under:

- a. this insurance as of its effective date; or
- b. the prior insurance had it remained in effect.

I. **Damage** Covered Under This and Prior Insurance Issued by Us

If any **damage** is covered:

1. partly by this insurance; and
2. partly by any prior cancelled or terminated insurance that we or any affiliate had issued to **you** or any predecessor in interest;

the most we will pay is the larger of the amount recoverable under this insurance or the prior insurance.

J. Other Insurance

This insurance does not apply to **damage** recoverable or recovered under other insurance or indemnity. However, if the limit of the other insurance or indemnity is insufficient to cover the entire amount of the **damage**, this insurance will apply to that part of the **damage** not recoverable or recovered under the other insurance or indemnity but not for more than the Limit of Insurance.

K. Records

**You** must keep records of all Covered Property so we can verify the amount of any **damage**.

L. Recoveries

1. Any recoveries, less the cost of obtaining them, made after settlement of **damage** covered by this insurance will be distributed as follows:

- a. to **you**, until **you** are reimbursed for any **damage** that **you** sustain that exceeds the Limit of Insurance;
  - b. then to us, until we are reimbursed for the settlement made.
2. Recoveries do not include any recovery:
- a. from insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or
  - b. of original **securities** after duplicates of them have been issued.

M. Valuation - Settlement

- 1. Subject to the applicable Limit of Insurance provision we will pay for:
  - a. **damage** to **Money** for not more than its face value. In the event of **damage** to **Money** before the amount has been counted and recorded by **you**, payment shall not exceed such amount as is corroborated by reasonable estimates satisfactory to us.
  - b. **damage** of **Securities** for not more than their value at the close of business on the day the **damage** was discovered. We may, at our option:
    - (1) pay the value of such **Securities** or replace them in kind, in which event **you** must assign to us all **your** rights, title and interest in and to those **Securities**;
    - (2) pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the **Securities**. However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the
      - (a) value of the **Securities** at the close of business on the day the **damage** was discovered; or
      - (b) Limit of Insurance.

- c. **damage** to **Blanket Dental Practice Personal Property** other than **Money** and **Securities** or **damage** to the premises for not more than the:

- (1) actual cash value of the property on the day the **damage** was discovered;
- (2) cost of repairing the property or premises; or
- (3) cost of replacing the property with property of like kind and quality.

We may, at our option, pay the actual cash value of the property or repair or replace it.

If we cannot agree with **you** upon the actual cash value or the cost of repair or replacement, the value or cost will be determined by arbitration.

- 2. We may, at our option, pay for **damage**:
  - a. in the **Money** of the country in which the **damage** occurred; or
  - b. in the United States of America dollar equivalent of the **Money** of the country in which the **damage** occurred determined by the rate of exchange on the day the **damage** was discovered.
- 3. In compliance with Title 1 of the Employee Retirement Income Security Act of 1974, or any of its amendments, payment by us under this Coverage Part to the first **named insured** shall be held for the use and benefit of any Welfare or Pension plans sustaining **damage**. If **Money, Securities** or **Blanket Dental Practice Personal Property** of two or more Welfare or Pension plans are commingled, recovery under this Coverage Part for **damage** to such **Money, Securities** or **Blanket Dental Practice Personal Property** shall be shared by such plans on a pro rata basis in accordance with the amount of coverage each plan is required to carry by the act.
- 4. Any property that we pay for or replace becomes our property.



**ORDINANCE OR LAW COVERAGE**

This endorsement modifies insurance provided under the following:

BUILDING, BLANKET DENTAL PRACTICE PERSONAL PROPERTY AND INCOME COVERAGE PART

SCHEDULE\*

Bldg. Premises	Cov. A Limit of Insurance	Cov. B Limit of Insurance	Cov. C Limit of Insurance	Blanket A, B & C Limit of Insurance**
Each insured location shown herein.				\$100,000

\* Information required to complete the Schedule, if not shown on this endorsement, will be shown in the Declarations.

\*\* The Blanket A, B & C limit always applies to each listed insured location.

A. Each Coverage – Coverage A, Coverage B, Coverage C or Blanket A, B & C applies only if that Coverage(s) is chosen by entry in the Schedule and then, only with respect to the building property identified for that Coverage(s) in the Schedule up to the limit of insurance stated.

This limit of insurance is the most we will pay for loss or **damage** caused by **Covered Causes of Loss** and as a consequence of the enforcement of any ordinance or law. The limits applicable to the building as stated in the declarations for the Building, Blanket Dental Practice Personal Property and Income Coverage Part do not apply to Coverage A, B, C or Blanket A, B & C. The ordinance or law exclusion within the Building, Blanket Dental Practice Personal Property and Income Coverage Part prevents and restricts coverage.

B. We will not pay under this endorsement for the costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**.

**C. Coverage**

1. Coverage A – Coverage for Loss to the Undamaged Portion of the Building

If a **Covered Cause of Loss** occurs to covered building property, we will pay under Coverage A for the loss in value of the undamaged portion of the building as a consequence of enforcement of any ordinance or law that:

- a. Requires the demolition of parts of the same property not **damaged** by a **Covered Cause of Loss**;
- b. Regulates the construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
- c. Is in force at the time of loss.

2. Coverage B – Demolition Cost Coverage

If a **Covered Cause of Loss** occurs to covered building property, we will pay the cost to demolish and clear the site of undamaged parts of the property caused by enforcement of building, zoning or land use ordinance or law.



3. Coverage C – Increased Cost of Construction Coverage

a. If a **Covered Cause of Loss** occurs to the covered building property, we will pay for the increased cost to:

- (1) Repair or reconstruct **damaged** portions of that building property; and/or
- (2) Reconstruct or remodel undamaged portions of that building property, whether or not demolition is required;

when the increased cost is a consequence of enforcement of building, zoning or land use ordinance or law.

However:

- (1) This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.
- (2) We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

b. When covered building property is **damaged** or destroyed by a **Covered Cause of Loss** and Coverage C applies to that property in accordance with **3.a.** above, coverage for the increased cost of construction also applies to repair or reconstruction of the following, subject to the same conditions stated in **3.a.**:

- (1) The cost of excavations, grading, backfilling and filling;
- (2) Foundation of the building;
- (3) Pilings; and
- (4) Underground pipes, flues and drains.

The items listed in **b.(1)** through **b.(4)** above are deleted from Property Not Covered, but only with respect to the coverage described in this provision, **3.b.**

D. Limited Building Coverage – Tenant Obligation

1. If, at the insured location described herein:

- (a) **you** are a tenant; and
- (b) **you** are contractually obligated to repair or replace that part of a building **you** occupy as a tenant; and
- (c) a limit of insurance is shown above;

Then this insurance applies to direct physical loss of or damage to that part of a building you occupy as a tenant caused by or resulting from a Covered Cause of Loss other than theft or attempted theft.

2. This Coverage Extension does not apply to any otherwise covered:

- (a) Building glass; or
- (b) Tenants improvements and betterments as described in the Building, Blanket Dental Practice Personal Property and Income Coverage Part.



3. The most we will pay under this Coverage Extension in any one occurrence is \$100,000 at each insured location.

E. Loss Payment

1. When Coverage A applies, loss to the building, including loss in value of the undamaged portion of the building due to enforcement of an ordinance or law, will be determined as follows:

a. If the Replacement Cost Coverage option applies and the property is repaired or replaced, on the same or another premises, we will not pay more than the lesser of:

(1) The amount **you** actually spend to repair, rebuild or reconstruct the building, but not for more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured; or

(2) The Limit of Insurance shown in the schedule applicable to Coverage A.

b. If the Replacement Cost Coverage Option applies and the property is not repaired or replaced, or if the Replacement Cost Coverage Option does not apply, we will not pay more than the lesser of:

(1) The Actual Cash Value of the building at the time of loss; or

(2) The Limit of Insurance shown in the schedule applicable to Coverage A.

2. Unless paragraph E.4. applies, loss payment under Coverage B – Demolition Cost Coverage will be determined as follows:

We will not pay more than the lesser of the following:

a. The amount **you** actually spend to demolish and clear the site of the described premises; or

b. The applicable Limit of Insurance shown for Coverage B in the Schedule above.

3. Unless paragraph E.4. applies, loss payment under Coverage C – Increased Cost of Construction Coverage will be determined as follows:

a. We will not pay under Coverage C:

(1) Until the property is actually repaired or replaced, at the same or another premises; and

(2) Unless the repairs or replacement are made as soon as reasonably possible after the loss or **damage**, not to exceed two years. We may extend this period in writing during the two years.

b. If the building is repaired or replaced at the same premises, or if **you** elect to rebuild at another premises, the most we will pay under Coverage C is the lesser of:

(1) The increased cost of construction at the same premises; or

(2) The applicable Limit of Insurance shown for Coverage C in the Schedule above.

c. If the ordinance or law requires relocation to another premises, the most we will pay under Coverage C is the lesser of:

(1) The increased cost of construction at the new premises; or



- (2) The applicable Limit of Insurance shown for Coverage C in the Schedule above.
4. If a Blanket Limit of Insurance is shown for Coverages A, B and C in the Schedule above, paragraphs **E.1.**, **E.2.** and **E.3.** of this endorsement do not apply with respect to the building property that is subject to the Blanket Limit, and the following loss payment provisions apply instead:

The most we will pay, for the total of all covered losses for Loss to the Undamaged Portion of the Building, Demolition Cost and Increased Cost of Construction, is the Blanket Limit of Insurance shown for Coverages A, B and C in the Schedule above. Subject to this Blanket Limit of Insurance, the following loss payment provisions apply:

a. Loss to the Undamaged Portion of the Building.

- (1) If the Replacement Cost Coverage option applies and the property is repaired or replaced, on the same or another premises, we will not pay more than the amount **you** actually spend to repair, rebuild or reconstruct the building, but not for more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured.

- (2) If the Replacement Cost Coverage option applies and the property is not repaired or replaced, or if the Replacement Cost Coverage Option does not apply, we will not pay more than the actual cash value of the building at the time of loss.

b. For Demolition Cost, we will not pay more than the amount **you** actually spend to demolish and clear the site of the described premises.

c. With respect to the Increased Cost of Construction:

- (1) We will not pay for the increased cost of construction:

(a) Until the property is actually repaired or replaced, at the same or another premises; and

(b) Unless the repairs or replacement are made as soon as reasonably possible after the loss or **damage**, not to exceed two years. We may extend this period in writing during the two years.

- (2) If the building is repaired or replaced at the same premises, or if **you** elect to rebuild at another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the same premises.

- (3) If the ordinance or law requires relocation to another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the new premises.

E. The terms of this endorsement apply separately to each building to which this endorsement applies.

F. Under this endorsement we will not pay for loss due to any ordinance or law that:

1. **You** were required to comply with before the loss, even if the building was undamaged; and
2. **You** failed to comply with.



All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



## HVAC Equipment Breakdown Coverage

This endorsement modifies insurance provided under the following:

BUILDING BLANKET DENTAL PRACTICE PERSONAL PROPERTY AND INCOME COVERAGE PART

Covered Location: \_\_\_\_\_

I. **Equipment Breakdown** coverage is added to covered equipment as indicated below:

A. Equipment Breakdown

For purposes of this coverage a **Covered Cause of Loss** is amended to include **Equipment Breakdown**. Except as otherwise specifically stated, all Exclusions, Limitations, Terms and Conditions of the Building, Blanket Dental Practice Personal Property and Income Coverage Part apply including those within the Common Policy Conditions. The standard property deductible stated in the declarations or \$250 shall apply, whichever is larger.

B. For purposes of this coverage the following additional Definitions shall apply:

1. **Equipment Breakdown** means a sudden and accidental breakdown of **HVAC Equipment**. At the time the breakdown occurs, the breakdown must manifest itself by physical **damage** to the **HVAC Equipment** that necessitates repair or replacement. **Equipment Breakdown** does not include any loss or **damage** which is excluded or limited by the policy.
2. **HVAC Equipment** means heating, ventilating and air conditioning equipment, owned by **you** and used on the premises described in the declarations, including their electronic components. This includes the boilers, fired or unfired vessels subject to vacuum or internal pressure other than the static pressure of their contents, piping and accessory equipment, refrigeration, pumps, compressors, fans, blowers, engines, turbine, motor or generator, gear set, mechanical or electrical machines used for the generation, transmission or utilization of mechanical or electrical power.

II. Exclusions

A. Solely for the purposes of this coverage, the Exclusions in Section II. **EXCLUSIONS** are amended as follows:

1. Item A.7. Water, subparagraph c. is amended to include the following:  
(1) and unless the backup is due to a covered **Equipment Breakdown**.
2. Item A.7. Water, subparagraph d. is amended to include the following:

We will pay for **damage** resulting from **Equipment Breakdown** not otherwise excluded. Also if electrical **HVAC Equipment** requires drying out as a result of water, as described in 7a. through 7d., the drying out will be considered an **Equipment Breakdown** of that **HVAC Equipment**.

3. Item B. is amended to include the following:

If an excluded **Cause of Loss** that is listed in B.5, B.6, B.8, or B.9 results in an **Equipment Breakdown** not otherwise excluded, we will pay for the **damage** caused by that **Equipment Breakdown**.



4. Item B.1. is amended to include the following in the first paragraph:  
except to the extent such **damage** is otherwise covered for **Equipment Breakdown**.
5. Item B.3. is amended to include the following:  
But if **damage** by **Equipment Breakdown** results from such smoke, vapor or gas, and the resulting **Equipment Breakdown** is not otherwise excluded, we will pay for that resulting **damage**.
6. Item B.4. is deleted in its entirety and replaced as follows:  
wear and tear, depletion, deterioration, corrosion, erosion or the functioning of any safety or protective device or the breakdown of any structure or foundation does not constitute an **Equipment Breakdown**. If any of these result in an **Equipment Breakdown** not otherwise excluded, we will pay for the damage caused by that **Equipment Breakdown**.
7. Item B.7. is deleted in its entirety and replaced as follows:  
seepage, migration, escape, release, discharge or dispersal of contaminants or **pollutants** unless the seepage, migration, escape, release, discharge or dispersal is itself caused by or results from a **specified cause of loss** or is covered under the **Equipment Breakdown – Pollutant Coverage**.
8. Item B.10. is deleted in its entirety and replaced as follows:  
mechanical breakdown, including rupture or bursting caused by centrifugal force, except to the extent such loss or **damage** is otherwise covered under **Equipment Breakdown**.
9. Item B.11. is amended to include the following:  
But if continuous or repeated seepage or leakage of water results in **Equipment Breakdown** not otherwise excluded, we will pay for the **damage** caused by that **Equipment Breakdown**.
10. **Equipment Breakdown** does not include the breakdown of or **damage** to any sewer piping, underground gas piping, piping forming a part of a sprinkler system, insulating or refractory material, or vehicle, elevator, escalator, conveyor, hoist or crane.

### III. Additional Coverage

The following additional coverage is added:

#### **Equipment Breakdown – Pollution**

If a covered **Equipment Breakdown** causes the discharge, dispersal, seepage, migration, release or escape of **pollutants**, we will pay the **additional expense** you incur to clean up, repair, replace or dispose of Covered Property that is **damaged**, contaminated or polluted by the **pollutants**.

As used in this additional coverage, **additional expenses** mean expenses incurred beyond those for which we would have been liable for the **Equipment Breakdown** loss had no **pollutant** been involved. Payment for **additional expense** will not increase the applicable Limit of Insurance.

The most we will pay in any one occurrence under this additional coverage for **additional expense** incurred due to **damage**, contamination or pollution is \$25,000 or the Limit of Insurance that applies to the **damaged**, contaminated or polluted Covered Property, whichever is less.



IV. Additional Conditions

The following additional conditions are added:

- A. If any **HVAC Equipment** is found to be in, or exposed to a dangerous condition, we may immediately suspend the insurance provided for loss or **damage** caused by or resulting from **Equipment Breakdown**. The suspension can be accomplished by delivering or mailing a notice of the suspension to:
  1. **Your** last known address; or
  2. The address where the equipment is located.

The suspension is effective immediately upon delivery of the notice or three days after mailing. **You** will get a pro rata refund of premium for the suspended insurance. But the suspension will be effective even if we have not made or offered a refund. Once suspended, such insurance can only be reinstated by a written endorsement issued by us.

- B. If an initial **Equipment Breakdown** causes other **Equipment Breakdowns**, all will be considered one **Equipment Breakdown**. All **Equipment Breakdowns** that manifest themselves at the same time and are the result of the same cause will also be considered one **Equipment Breakdown**, regardless of the number of locations involved.
- C. The Limits of Insurance shown in the declaration for **Building** includes all **HVAC Equipment** insured by this endorsement. These limits as stated in the declaration include **HVAC Equipment** and are not in addition to those limits. One deductible is applicable to **Equipment Breakdown** covered by this endorsement. If there is also **damage** to other property covered under the Building, Blanket Dental Practice Personal Property and Income Coverage Part, only the highest deductible shall apply.
- D. **Practice Income**, Extra Expense, Extended **Practice Income**, **Rents** or Contingent Business Interruption (if applicable) shall apply to covered equipment that is damaged and covered for **Equipment Breakdown** by this endorsement. The Limits of Insurance otherwise applicable to such **Practice Income**, Extra Expense, Extended **Practice Income**, **Rents**, or Contingent Business Interruption shall continue to apply and are not increased due to **Equipment Breakdown** coverage.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)

## ERISA FIDUCIARY and EMPLOYEE BENEFITS LIABILITY COVERAGE PART

**THIS IS A CLAIMS-MADE COVERAGE PART AND ONLY APPLIES TO CLAIMS FIRST MADE AGAINST YOU WHILE THIS INSURANCE IS IN FORCE. NO COVERAGE EXISTS FOR CLAIMS FIRST MADE AGAINST YOU AFTER THE END OF THE POLICY PERIOD, UNLESS, AND TO THE EXTENT, AN EXTENDED REPORTING PERIOD APPLIES.**

### I. EXTENDED COVERAGE AGREEMENTS

We will pay all amounts up to the limit of liability, which **you** become legally obligated to pay as a result of a **wrongful act**.

The **wrongful act** must happen on or after the **prior acts date** and **claim** therefor must be first made before the end of the policy period stated on the Declarations of this policy.

We have the right and will defend any **claim**. We will:

1. do this even if any of the charges of the **claim** are groundless, false or fraudulent;
2. investigate and settle any **claim** as we feel appropriate.

Our payment of the limit of liability ends our duty to defend or settle. We have no duty to defend any **claims** not covered by this Coverage Part.

### II. EXCLUSIONS

We will not defend, or pay, under this Coverage Part for:

#### A. any **claim**:

1. caused by or contributed to by **your dishonesty**. This exclusion does not apply to **your** alleged dishonesty unless:
  - a. a final judgment or adjudication against **you** establishes that acts of active and deliberate dishonesty committed by **you** were material to the cause of action; or
  - b. the **claim** is made by or on behalf of a fidelity insurer for a loss paid under a fidelity bond;
2. arising out of **your** failure to comply with any law concerning unemployment or Workers' Compensation, Social Security or Disability Benefits, or any similar law;
3. for libel, slander, defamation, discrimination or humiliation;
4. resulting from, or based upon, **your** actual gaining of personal profit or advantage to which **you** were not legally entitled;
5. for the return by **you** of any remuneration paid in fact to **you** if such payment is held by the courts to be in violation of law;
6. for **injury, damage**, destruction or loss of use of tangible property;
7. arising out of **your** actual or alleged involvement in any:

- a. anti-trust law violation; or
- b. agreement or conspiracy to restrain trade;
- B. any wrongful act **you** expected or intended;
- C. the failure to purchase or maintain insurance or bonds:
  - 1. required by law; or
  - 2. established by any regulatory or industry body as standard;
- D. the failure to collect contributions owed to the employee benefit plan, unless such failure is the result of **your** negligence;
- E. the failure to return any contributions if such amounts are, or could be, chargeable to the employee benefit plan;
- F. benefits paid or payable to a participant or beneficiary of the employee benefit plan, if such benefits are lawfully paid or payable from the funds of such trust or employee benefit plan;
- G. **injury or damage** arising out of **pollution or pollutants**;

This exclusion also applies to:

- 1. Any loss, cost or expense arising out of any:
  - a. Request, demand or order that **you** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
  - b. **Claim** by or on behalf of a governmental authority for amounts 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**.
- H. loss, under any circumstances, due to nuclear reaction, radiation, or contamination, regardless of cause;
- I. any multiplication of amounts payable under this policy, imposed by law;
- J. any fines, penalties, the return or withdrawal of fees or government payments;
- K. punitive or exemplary amounts and taxes;
- L. liability **you** have assumed under any contract or agreement;
- M. any **wrongful act** which **you** knew or could have reasonably foreseen would be the basis of a **claim** or suit as of the effective date of the first policy issued and continuously renewed by us, or which happened prior to the **prior acts date** of this policy.

### III. LIMITS OF LIABILITY

The limit of liability stated as Each Claim is the most we will pay for any one **claim** and **claim expenses**. This limit applies regardless of the number of:

- A. persons or organizations who are covered under this policy;
- B. **claims** made; or
- C. suits brought.

The ERISA Fiduciary Liability Aggregate Limit shown in the Declarations is the most we will pay under this policy in connection with all **claims** and **claim expenses** incurred as a result of **claims** first made against **you** during the policy period and any applicable **extended reporting period**.

#### IV. DEFINITIONS

"**Claim**" means the receipt of a demand for money or services, naming **you** and alleging a **wrongful act**.

"**Dishonesty**" means the willful violation of a statute, ordinance, law or regulation which imposes criminal penalties.

"**Extended Reporting Period**" means the time after the policy period for reporting claims due to a **wrongful act**. The **wrongful act** must occur on or after the **prior acts date** and before the end of the policy period.

"**Prior acts date**" means the date stated in the declarations that is either:

- A. a date concurrent with the effective date of the policy; or
- B. a particular date other than the effective date of the policy upon which we and **you** agree that policy coverage will be applicable.

If **your** policy does not have an ERISA Fiduciary Liability **prior acts date** shown in the declarations or in an attaching schedule, the **prior acts date** is the inception date of the first policy issued and continuously renewed with the ERISA Fiduciary Liability coverage.

"**Retire**" means the complete withdrawal from the practice of dentistry.

"**Totally and permanently disabled**" means that **you** have become so disabled, as a result of **injury** or disease, as to be wholly prevented from performing work or engaging in **your** own occupation for remuneration or profit. Such a condition must have existed continuously for not less than six months and must be expected to be continuous and permanent.

"**Wrongful Act**" means a breach of responsibility, obligation or duty imposed or placed upon **you** as a fiduciary with respect to plan administration and provision of benefits, under:

- A. the Employee Retirement Income Security Act of 1974;
- B. any of its amendments;
- C. 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**;

with respect to any pension, profit sharing, health or welfare plan or other employee benefit plan or trust established, sponsored or maintained in whole or in part for the benefit of **your** employees.

"**You**" or "**Yours**" means:

- A. the entity named on the Declarations of this policy as the **named insured**;
- B. any of **your**:
  - 1. partners, if **you** are a partnership; or
  - 2. executive officers, directors or administrators, if **you** are a professional corporation;

but only while acting within the scope of their duties as such.

#### V. EXTENDED REPORTING PERIOD

## A. Termination

If this policy is terminated for any reason other than failure to pay the premium, unless such unpaid premium is paid in full and extended reporting premium is paid in advance,

**you** have the right to an **extended reporting period**. To use this right, **you** must:

1. write to us within 60 days of the termination telling us **you** want the extension, and
2. pay the premium to us promptly when due. The premiums will be developed from the rules, rates, and rating plans in effect at the inception of the last policy period.

## B. Death, Disability, or Retirement

If **you**:

1. die or become **totally and permanently disabled** during the policy period, or
2. **retire** during the policy period and are 55 years or older and have been continuously insured by us for at least the immediately preceding 5 years.

we will give **you** this **extended reporting period** coverage at no charge.

**You** or **your** estate must within 60 days after the end of this policy write to us telling us the coverage is desired. We also require:

1. written proof of the date of **your** death, or
2. written proof of **your** total and permanent disability, including the date it occurred, certified by **your** attending physician.

**You** agree to submit to medical examination(s) by any physician(s) we designate if requested.

The limits of liability stated under this policy at the time of termination, death, disability, or retirement will be the limits of liability applying to the **extended reporting period**.

## VI. SPECIAL CONDITIONS

### A. Your Duty

If, during the policy period:

1. any **claim** is made against **you**;
2. **you** receive notice from any party that they intend to hold **you** responsible for a wrongful act;
3. **you** become aware of any fact, circumstance or situation which might give rise to a **claim** for a **wrongful act**;

**You** shall give immediate written notice to **us** of such **claim**, fact, circumstance or situation. The **claim** or any subsequent **claim** arising out of such **wrongful act**, for the purpose of this policy, shall be considered as a **claim** made during the policy period in which notice was first given. If notice is given during an **extended reporting period**, the **claim** will be considered as reported during the last policy period.

A **claim** for a **wrongful act** is considered first made when **you** first receive notice of the **claim**. The notice of such **claim**, fact, circumstance or situation must be given to us immediately and within the policy period or within 10 days after its expiration or termination.

**B. Territory**

This Coverage Part applies to **wrongful acts** taking place anywhere in the world; provided, however, that **claim** is made and suit is brought against **you** in the coverage **territory**.

**ARKANSAS**  
**IMPORTANT POLICYHOLDER INFORMATION**

If you need assistance at any time concerning your policy, you are invited to contact:

1. Your agent
2. CNA Insurance Companies  
CNA Plaza - 26 South  
333 South Wabash Avenue  
Chicago, IL 60604
3. Brown & Brown, Inc.  
1-800-282-0593
4. If you require additional information you may contact the Arkansas Insurance Department at either the following address or phone number:

Arkansas Insurance Department  
1200 West Third Street  
Little Rock, Arkansas 72201-1904

Telephone: 1-800-282-9134  
Fax: 501-371-2618



## DENTISTS AND ORAL SURGEONS CONSULTING SERVICES LIABILITY ENDORSEMENT

In consideration of the additional premium paid, it is understood and agreed that the Professional Liability Coverage Part (G-15158-E) is amended as follows:

Section I.—**COVERAGE AGREEMENTS**, is amended to add the following additional coverage agreement:

### I. DENTAL CONSULTING SERVICES LIABILITY

We will pay all amounts, that **you** become legally obligated to pay as a result of a **dental consulting services claim** that arises from a **dental consulting services incident**, by **you** or by any person for whom **you** are legally liable. The **Dental Consulting Services Liability** limit of liability is part of, and not in addition to, the Professional Liability limit of liability stated on the Declarations. In addition to the limit of liability, we will also pay **claim expenses**.

### II. DEFINITIONS

Solely for the purpose of the coverage provided by this endorsement, Section IV. **DEFINITIONS**, is amended to add the following new definitions:

- “**Dental Area of specialization**” means a body of knowledge or expertise attained through experience and training in the profession specified on the Declarations.
- “**Dental Consulting services**” means the rendering of advice or recommendations in **your dental area of specialization**, and the services related to the implementation of such advice or recommendations, performed by **you** for others. **Dental Consulting services** includes Dental practice management consulting. **Dental Consulting services** also includes expert witness testimony by **you** for others, which is directly associated with **your dental area of specialization**.
- “**Dental Consulting services claim**” means a **claim** arising out of a **dental consulting services incident**.
- “**Expert Witness**” means one, who by reason of education or specialized experience, possesses superior knowledge respecting a subject, to assist the trier of fact, judge, jury or counsel in the understanding of complicated and technical subjects.
- “**Dental Consulting Services Incident**” means an act, error or omission in the performance of **dental consulting services**, which results in **injury** or **damage**.
- “**Utilization Management**” means the evaluation of the necessity, appropriateness, quality and cost of prescribed **professional services**, for purposes of determining when and whether such “**professional services**” shall be authorized under any healthcare plan. This review can be performed on a prospective, concurrent or retrospective basis through the review of patient care records and dental reports.

### III. EXCLUSIONS

Solely for the purpose of the coverage provided by this endorsement, Section V. **EXCLUSIONS**, is amended by the addition of the following exclusions:

We will not defend, or pay under this endorsement for:

- **Injury or damage** resulting from a **dental incident**;
- **Utilization Management**;



- any actual or alleged violation of the Employee Retirement Income Security Act or any similar state or federal act in connection with any employee benefit plan, as defined in 29 U.S.C. 1002, or “employee stock ownership plan” as defined in 26 U.S.C. 4975 of **you** and/or any employer affiliated with **you** through common majority ownership or control;
- the commingling, misappropriation or improper use of, funds; or arising out of, or in any way involving the gaining of any personal profit or advantage to which **you** are not legally entitled;
- any actuarial act, error or omission;
- **your** recommendation, approval or disapproval of any employee benefit plan assets;
- the design, programming, distribution or sale of any computer system or program;
- the unauthorized use of confidential or proprietary information provided to **you** by a third party;
- any inability or failure to pay, collect, or safeguard funds;
- any dishonest, fraudulent, criminal or malicious act, error or omission by **you**. We will defend any civil suit against **you** seeking amounts that would be covered if this exclusion did not apply. In such case, we will pay only **claim expenses**;
- any **claim** by or on behalf of **you** against any other of **you**;
- discrimination, humiliation, harassment, or misconduct that includes but shall not be limited to **claims** based on an individual’s race, creed, color, age, sex, national origin, religion, handicap, marital status or sexual preference;
- **your** alleged liability under any oral or written contract, agreement, promise, guarantee or warranty or liability of others assumed by **you** under any oral or written contract or agreement, unless such liability would have attached to **you** even in the absence of such contract, agreement, agreement, promise, guarantee or warranty;
- any liability **you** have for a business or profession other than that named on the Declarations;
- liability resulting from **dental consulting services you** provide while **your** license or certification to practice is suspended, revoked, or no longer valid;
- any act of sexual intimacy, sexual molestation or sexual assault. We shall provide **you** with a defense of such **claim** unless or until such act has been determined to have occurred, by any trial verdict, court ruling, regulatory ruling or legal admission, whether appealed or not. Such defense will not waive any of our rights under this Policy. Criminal proceedings are not covered under this Policy regardless of the allegations made against **you**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



## AMENDATORY ENDORSEMENT - ARKANSAS

We agree with **you** that under **your ERISA Fiduciary Liability Coverage**, the following changes are made a part of the policy to which this endorsement is attached:

1. Section **V., Extended Reporting Period**, Item **A. Termination**, is deleted in its entirety and replaced by the following:

- A. Termination

If this policy is terminated for any reason, including failure to pay the premium, **you** have the right to an **extended reporting period**.

If coverage is terminated for any reason, we will grant **you** an automatic **extended reporting period** for sixty (60) days from the date of termination of coverage. We will advise **you** in writing, no earlier than the day of notification of termination of coverage nor later than fifteen (15) days after termination of coverage, of this automatic **extended reporting period**, and the premium for and the importance of purchasing additional **extended reporting period** coverage.

To exercise this right to purchase additional **extended reporting period** coverage, **you** must:

1. write to us within the greater of sixty (60) days from the effective date of termination of coverage, or fifteen (15) days from the date of mailing or delivery of our advise notice, of **your** acceptance of the additional **extended reporting period** coverage; and
2. pay the premium to us promptly when due. The premiums will be developed from the rules, rates, and rating plans in effect at the inception of the last policy period.

The additional **extended reporting period** coverage will not take effect until the premium owing for this policy is paid in full and the premium for the additional **extended reporting period** is paid promptly when due. Once in effect, **your** additional **extended reporting period** will be unlimited in duration.

2. Section **V., Extended Reporting Period** is amended to include the following:

The limit of liability for all **claims** reported during the additional **extended reporting period** shall be the limit of liability that remains at the effective date of termination of coverage or fifty percent (50%) of the aggregate limit of liability at the inception of the last policy period, whichever is greater.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)

**ARKANSAS  
PROFESSIONAL LIABILITY COVERAGE PART**

**AMENDATORY ENDORSEMENT**

We agree with you that under your **Professional Liability Coverage**, the following changes are made a part of the policy to which this endorsement is attached:

1. Section V., **Extended Reporting Period**, Item A. **Termination**, is deleted in its entirety and replaced by the following:

**A. Termination**

If this policy is terminated for any reason, including failure to pay the premium, you have the right to an **extended reporting period**.

If coverage is terminated for any reason, we will grant you an automatic **extended reporting period** for sixty (60) days from the date of termination of coverage. We will advise you in writing, no earlier than the day of notification of termination of coverage nor later than fifteen (15) days after termination of coverage, of this automatic **extended reporting period**, and the premium for and the importance of purchasing additional **extended reporting period** coverage.

To exercise this right to purchase additional **extended reporting period** coverage, you must:

1. write to us within the greater of sixty (60) days from the effective date of termination of coverage, or fifteen (15) days from the date of mailing or delivery of our advise notice, of your acceptance of the additional **extended reporting period** coverage; and
2. pay the premium to us promptly when due. The premiums will be developed from the rules, rates, and rating plans in effect at the inception of the last policy period.

The right to purchase additional **extended reporting period** coverage shall not extend to any of those defined under Subsections C. and D. of the Definition of "You" or "Your".

The additional **extended reporting period** coverage will not take effect until the premium owing for this policy is paid in full and the premium for the additional **extended reporting period** is paid promptly when due. Once in effect, your additional **extended reporting period** will be unlimited in duration.

2. Section V., **Extended Reporting Period**, Item C. is amended to include the following paragraph:

The limit of liability for all **claims** reported during the additional **extended reporting period** will be reinstated to 100% of the annual aggregate limit of liability stated in the declarations at the inception of the last policy period.

All other provisions of this policy remain unchanged.

This endorsement is a part of **your** policy and takes effect on the policy effective date, unless a different date is specified below:

\_\_\_\_\_  
Insured Name

\_\_\_\_\_  
Policy Number

\_\_\_\_\_  
Effective Date of this Endorsement

Countersigned By: \_\_\_\_\_  
Authorized Agent

*SERFF Tracking Number:* CNAC-125672717 *State:* Arkansas  
*Filing Company:* Continental Casualty Company *State Tracking Number:* #229667 \$50  
*Company Tracking Number:* 08-F2220  
*TOI:* 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0000 CMP Sub-TOI Combinations  
Liability  
*Product Name:* Dental Professional Liability Program  
*Project Name/Number:* Dental Professional Liability Program/08-F2220

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: CNAC-125672717 State: Arkansas  
Filing Company: Continental Casualty Company State Tracking Number: #229667 \$50  
Company Tracking Number: 08-F2220  
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0000 CMP Sub-TOI Combinations  
Liability  
Product Name: Dental Professional Liability Program  
Project Name/Number: Dental Professional Liability Program/08-F2220

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty **Review Status:** Approved 07/16/2008

**Comments:**

**Attachments:**

AR PC TD f.pdf  
PC FF all ar.pdf

**Satisfied -Name:** Cover letter & Forms Memo **Review Status:** Approved 07/16/2008

**Comments:**

**Attachments:**

AR 08-F2220 Forms Cover let .pdf  
08-F2220\_052008\_AR DENTAL Forms Memo.pdf



<b>18. Company's Date of Filing</b>	
<b>19. Status of filing in domicile</b>	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

### Property & Casualty Transmittal Document—

<b>20. This filing transmittal is part of Company Tracking #</b>	08-F2220
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<b>21. Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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On behalf of Continental Casualty Company, we submit for your review and approval the attached new and revised forms for use with our approved National Dental Program currently on file with your department.

<b>22. Filing Fees</b> (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<p><b>Check #:</b> 0000229667 <b>Amount:</b> 50.00</p> <p><b>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</b></p>

Effective March 1, 2007

**\*\*\*Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

**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.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	<b>08-F2220</b>			
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	<b>08-R2220</b>			
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement or Withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	<b>Addition of Named Entity</b>	<b>GSL2570XX (4-08)</b>	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	<b>Practice Income Extra Expense And Extended Practice Income Limit Of Insurance</b>	<b>GSL3966XX (4-08)</b>	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	<b>Back Up Sewer or Drain Endorsement</b>	<b>GSL3967XX (4-08)</b>	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	<b>Two Or More Coverage Forms or Policies Issued By Us</b>	<b>GSL5796XX (4-08)</b>	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	<b>Coverage For Candidates For Certification and/or Licensure as a Dentist Or Dental Hygienist</b>	<b>GSL3969XX (4-08)</b>	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	<b>Fire Water Damage Limit</b>	<b>GSL3970XX (4-08)</b>	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	<b>Imaging Services Exclusion For Non Patients</b>	<b>GSL3971XX (4-08)f</b>	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	<b>Per Location General Liability Aggregate Limit Endorsement</b>	<b>GSL3972XX (4-08)</b>	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	<b>Exclusion-Specified Individual Or Entity Endorsement.</b>	<b>GSL6003XX (4-08)</b>	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	<b>Volunteer Professional Liability Policy Dentists/Oral Surgeons</b>	<b>GSL2544 (1-08)</b>	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

**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.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>		<b>08-F2220</b>		
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)		<b>08-R2220</b>		
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement or Withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	<b>Volunteer Professional Liability Policy Dentists/Oral Surgeons Declarations Page</b>	<b>GSL2545 (1/08)</b>	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	<b>Military Leave Of Absence - Suspension Of Professional Liability Coverage</b>	<b>G-16128-A (2/91)</b>	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	<b>Military Leave Of Absence - Reinstatement Of PL Coverage</b>	<b>G-16129-A (2/91)</b>	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	<b>Professional Liability Coverage Part -Claims Made</b>	<b>G-15158-F (4/08) REVISED</b>	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	<b>Professional Liability Coverage Part - Occurrence</b>	<b>G-18159-D (4/08) REVISED</b>	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	<b>Building, Blanket Dental Practice Personal Property and Income Coverage Part</b>	<b>G-15159-F (4/08) REVISED</b>	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	<b>Professional Protector Plan Gold</b>	<b>G-124787-C (4/08) REVISED</b>	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	<b>Practice Income, Extra Expense and Power Failure Time Period Endorsement</b>	<b>GSL5602XX (4/08) REVISED</b>	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

## 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.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	<b>08-F2220</b>			
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	<b>08-R2220</b>			
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	<b>Employee Dishonesty Coverage Part</b>	<b>G-15160-C (4/08) REVISED</b>	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	<b>Ordinance or Law Coverage Endorsement</b>	<b>G-19460-D (4/08) REVISED</b>	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	<b>HVAC Equipment Breakdown Coverage</b>	<b>G-124844-B (4/08) REVISED</b>	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	<b>ERISA Fiduciary Liability And Employee Benefits Liability Coverage Part</b>	<b>G-15170-E (4/08) REVISED</b>	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	<b>Arkansas Policyholders Notice</b>	<b>G-18394-D03 (5-08)</b>	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	<b>Dentists &amp; Oral Surgeons Consulting Services Liability End</b>	<b>GSL6243 (5-06)</b>	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11			<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		



40 Wall Street – 9<sup>th</sup> Floor  
New York, New York 10005

**Robert Alonzo**

State Filing Analyst  
P & C State Filing Unit  
CNA Global Specialty Lines

May 30, 2008

Telephone 212-440-3478  
Facsimile 212-440-2877  
Toll Free 877-269-3277 x 3478  
Internet robert.alonzo@cna.com

ARKANSAS INSURANCE DEPARTMENT  
PROPERTY & CASUALTY DIVISION  
1200 W 3RD ST  
LITTLE ROCK AR 72201-1904

RE: Continental Casualty Company NAIC# 20443, FEIN# 36-2114545  
National Dental Program –Form Filing  
Our File # 08-F2220

To Whom It May Concern:

On behalf of Continental Casualty Company, we submit for your review and approval the attached new and revised forms for use with our approved National Dental Program currently on file with your department.

Enclose for your review please find:

- the form filing memorandum, along with a copies of the new and revised forms;

We propose that this filing be effective for policies written on or after July 1, 2008, or the earliest date permitted by your state.

If you should need additional information, please feel free to contact me.

Sincerely,

*Robert Alonzo*

Robert Alonzo  
State Filing Analyst

**CONTINENTAL CASUALTY COMPANY**  
**NATIONAL DENTAL PROGRAM**  
**FORM FILING MEMORANDUM**  
**FILING I.D. # 08-F2220**  
**ARKANSAS**  
**NEW FORMS**

<b>FORM NUMBER</b>	<b>EDITION DATE</b>	<b>FORM TITLE</b>
<b>GSL2570XX</b>	<b>(ED. 4/08)</b>	<b>Addition of Named Entity</b> This optional form adds a named entity to the definition of you under the PL, GL and/or Property Coverage Forms.
<b>GSL3966XX</b>	<b>(ED. 4/08)</b>	<b>Practice Income Extra Expense And Extended Practice Income Limit Of Insurance</b> This optional form attaches to the Property Coverage Part to provide an aggregate Limit of Insurance greater than the limit stated in the policy for any damage to a covered cause of loss.
<b>GSL3967XX</b>	<b>(ED. 4/08)</b>	<b>Back Up Sewer or Drain</b> This optional form works with the Property Coverage Part to provide coverage for an amount greater than set forth in the policy for damage to covered property from water backed up from a sewer or drain.
<b>GSL5796XX</b>	<b>(ED. 4/08)</b>	<b>Two Or More Coverage Forms or Policies Issued By Us</b> This optional form provides that for coverage afforded under two or more coverage parts, the limit of liability available on that claim will not exceed the highest available applicable limit of liability on any one policy.
<b>GSL3969XX</b>	<b>(ED. 4/08)</b>	<b>Coverage For Candidates For Certification and/or Licensure as a Dentist Or Dental Hygienist</b> This optional form amends the Professional Liability Coverage Part to provide Coverage to include candidates for Certification or Licensure and their assistants while taking the board exam.
<b>GSL3970XX</b>	<b>(ED. 4/08)</b>	<b>Fire Water Damage Limit</b> This optional form attaches to the General Liability Coverage Part to provide an increased limit for Fire Water Damage.
<b>GSL3971XX</b>	<b>(ED. 4/08)</b>	<b>Imaging Services Exclusion For Non Patients</b> This optional endorsement attaches to the Professional Liability Coverage Part and excludes any injury or damage arising out of imaging services for a person who was not a patient at the time such imaging services were performed.
<b>GSL3972XX</b>	<b>(ED. 4/08)</b>	<b>Per Location General Liability Aggregate Limit Endorsement</b> This optional endorsement attaches to the General Liability Coverage Part to state that the aggregate limit of liability applies separately to each location.
<b>GSL6003XX</b>	<b>(ED. 4/08)</b>	<b>Exclusion-Specified Individual Or Entity</b> This optional endorsement attaches to the Professional Liability Coverage Part to exclude Individuals or Entities as specified in the endorsement.

<b>GSL 2544</b>	<b>(ED. 1/08)</b>	<b>Volunteer Professional Liability Policy Dentists/Oral Surgeons</b> This policy provides coverage for those services performed by an insured as a volunteer for which such insured is licensed to perform as a dentist.
<b>GSL2545</b>	<b>(ED. 1/08)</b>	<b>Professional Liability Policy for Volunteer Dentists/Oral Surgeons Declarations</b>
<b>G-16128-A</b>	<b>(ED. 2/91)</b>	<b>Military Leave Of Absence - Suspension Of Professional Liability Coverage</b>
<b>G-16129-A</b>	<b>(ED. 2/91)</b>	<b>Military Leave Of Absence – Reinstatement Of Professional Liability Coverage</b>

**REVISED FORMS**

<b>FORM NUMBER</b>	<b>EDITION DATE</b>	<b>FORM TITLE</b>
<b>G-15158-F REVISED</b>	<b>(ED. 4/08)</b>	<b>Professional Liability Coverage Part –Claims Made</b> This coverage part provides the professional liability coverage under the National Dental Program. This coverage part has been updated as follows: <ul style="list-style-type: none"> <li>• Definition for Professional Services is revised to include Utilization Management Services;</li> <li>• Definition for Utilization Management Services is added</li> </ul>
<b>G-18519-D REVISED</b>	<b>(ED. 4/08)</b>	<b>Professional Liability Coverage Part –Occurrence</b> This coverage part provides the professional liability coverage under the National Dental Program. This coverage part has been updated as follows: <ul style="list-style-type: none"> <li>• Definition for Professional Services is revised to include Utilization Management Services;</li> <li>• Definition for Utilization Management Services is added</li> </ul>
<b>G-15159-F REVISED</b>	<b>(ED. 4/08)</b>	<b>Building, Blanket Dental Practice Personal Property and Income Coverage Part</b> This coverage part provides the property coverages available with the National Dental Program. This coverage part has been updated as follows: <ul style="list-style-type: none"> <li>• Removed exclusion of accounts receivable and value papers in excess of 10 years from Covered Property ;</li> <li>• increased from \$10,00 to \$25,000 under Covered Property-fine arts coverage;</li> <li>• increased coverage from \$2,500 to \$5,000 for any one tree, shrub or plant for damage by a covered cause of loss at each premises;</li> <li>• increased coverage for damage to Dentist electronic equipment from \$25,00 to \$50,000;</li> <li>• increased coverage for damage to newly acquired or constructed property from \$500,000 to \$1million for each newly acquired building and from \$200,000 to \$500,000 for Blanket Dental Practice Personal Property, at each newly acquired location, whether owned, leased,</li> </ul>

		occupied or controlled by the named insured.
<b>G-124787-C REVISED</b>	<b>(ED. 4/08)</b>	<b>Professional Protector Plan Gold</b>  This endorsement modifies the Building, Blanket Dental Practice Personal Property and Income Coverage Part. This endorsement has been updated as follows: <ul style="list-style-type: none"> <li>• Additional coverage added for unauthorized business card use and computer fraud up to limits set forth in the endorsement;</li> <li>• Formatting changes</li> </ul>
<b>GSL5602XX REVISED</b>	<b>(ED. 4/08)</b>	<b>Practice Income, Extra Expense and Power Failure Time Period Endorsement</b>  This is an optional endorsement that modifies the Building, Blanket Dental Practice Personal Property and Income Coverage Part. This form has been updated to now add to the first sentence ..." Inconsideration of the additional premium charged..."
<b>G-15160-C REVISED</b>	<b>(ED. 4/08)</b>	<b>Employee Dishonesty Coverage Part</b> Revised to increase the limit amount under Section III Limits of Insurance item 2 from \$15,000 to \$25,000.
<b>G19460D REVISED</b>	<b>(ED. 4/08)</b>	<b>Ordinance or Law Coverage</b>  This endorsement has been revised to add item D. Limited Building Coverage – Tenant Obligation provision.
<b>G-124844-B REVISED</b>	<b>(ED. 04/08)</b>	<b>HVAC Equipment Breakdown Coverage</b>  This form modifies the Building, Blanket Dental Practice Personal Property And Income Coverage Part. This form has been updated to remove reference to dental equipment which is provided in the Property coverage part.
<b>G-15170-E REVISED</b>	<b>(ED. 04/08)</b>	<b>ERISA Fiduciary and Employee Benefits Liability Coverage Part</b>  This coverage part has been revised to add employee benefits liability to the title.
<b>G-18394-D03 REVISED</b>	<b>(ED. 5/08)</b>	<b>Arkansas Policyholder Notice</b>  This form has been revised to update the Chicago zip code.

**WITHDRAWN FORMS**

<b>GSL6243XX (WITHDRAWN)</b>	<b>(ED. 5-06)</b>	<b>Dentists and Oral Surgeons Consulting Services Liability Endorsement</b>
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