

SERFF Tracking Number: DRWN-125726593 State: Arkansas
Filing Company: Darwin Select Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: 2008-7009-AR-F
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability
Product Name: Allied Healthcare
Project Name/Number: Allied Healthcare/2008-7009-AR-F

Filing at a Glance

Company: Darwin Select Insurance Company

Product Name: Allied Healthcare

SERFF Tr Num: DRWN-125726593 State: Arkansas

TOI: 17.0 Other Liability - Claims Made/Occurrence

SERFF Status: Closed

State Tr Num: EFT \$50

Sub-TOI: 17.0019 Professional Errors & Omissions Liability

Co Tr Num: 2008-7009-AR-F

State Status: Fees verified and received

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi, Edith Roberts

Authors: Elizabeth Stefanow, Amy La Panne

Disposition Date: 07/16/2008

Date Submitted: 07/09/2008

Disposition Status: Approved

Effective Date Requested (New): On Approval

Effective Date (New):

Effective Date Requested (Renewal): On Approval

Effective Date (Renewal):

State Filing Description:

General Information

Project Name: Allied Healthcare

Status of Filing in Domicile: Pending

Project Number: 2008-7009-AR-F

Domicile Status Comments:

Reference Organization: N/A

Reference Number: N/A

Reference Title: N/A

Advisory Org. Circular: N/A

Filing Status Changed: 07/16/2008

State Status Changed: 07/10/2008

Deemer Date:

Corresponding Filing Tracking Number: 2008-7009-AR-R

Filing Description:

Enclosed please find Darwin Select Insurance Company's Allied Heath Professionals Professional and Premises Liability Policy. The filing contained herein constitutes a new program for Darwin Select Insurance Company and does not replace any previous filed program.

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The Allied Health Professionals Professional and Office Liability program will be sold exclusively through Professional Counselors Purchasing Group, Inc., a registered purchasing group in your state. The program is designed to provide professional and premises liability to physical therapists and related occupations (as specified herein).

We propose to begin using this program immediately upon your earliest review and approval.

Company and Contact

Filing Contact Information

Elizabeth Stefanow, Compliance Analyst estefanow@darwinpro.com
 9 Farm Springs Road (860) 284-1978 [Phone]
 Farmington, CT 06032 (860) 284-1979[FAX]

Filing Company Information

Darwin Select Insurance Company CoCode: 24319 State of Domicile: Arkansas
 9 Farm Springs Road Group Code: Company Type:
 Farmington , CT 06032 Group Name: State ID Number:
 (860) 284-1300 ext. [Phone] FEIN Number: 51-0331163

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: \$50 per submission
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Darwin Select Insurance Company	\$50.00	07/09/2008	21308272

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Correspondence Summary

Dispositions

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

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Liability

Product Name: Allied Healthcare
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Disposition

Disposition Date: 07/16/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Form Filing Schedule	Approved	Yes
Form	Allied Healthcare Policy Form	Approved	Yes
Form	Allied Healthcare Declarations Page	Approved	Yes
Form	Allied Healthcare Application	Approved	Yes
Form	Additional Insureds Added Midterm	Approved	Yes
Form	Additional Insureds, Professional Liability Coverage Only	Approved	Yes
Form	Additional Named Insured Added Midterm	Approved	Yes
Form	Named Insured Deleted Midterm	Approved	Yes
Form	Amend Definition of "Your Profession"	Approved	Yes
Form	Delete Premises Liability and Fire Damage Coverage	Approved	Yes
Form	Specific Individuals or Entities Excluded from Coverage	Approved	Yes
Form	Independent Contractor Coverage	Approved	Yes
Form	Exclusion of Activities Performed as an Employee for a Third Party	Approved	Yes
Form	Specific Activities or Services Excluded from Coverage	Approved	Yes
Form	Specific Claims Exclusion	Approved	Yes
Form	Unsupervised Practice Exclusion	Approved	Yes
Form	Additional Insureds Deleted Midterm	Approved	Yes
Form	Amend Declarations	Approved	Yes
Form	Arkansas State Amendatory Endorsement	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Allied Healthcare Policy Form	DRWN C1000-PT	5/2008	Policy/Coverage New Form			ALLIED HEALTH FORM.pdf
Approved	Allied Healthcare Declarations Page	DRWN C1005-PT	3/2008	Declaration New s/Schedule			ALLIED HEALTH DECLARATIONS.pdf
Approved	Allied Healthcare Application	DRWN c1010-PT	6/2008	Application/ New Binder/Enrollment			Allied Health Care Application Individual PT.pdf
Approved	Additional Insureds Added Midterm	ALL 1001	6/2008	Endorsement/Amendment/Conditions			ALL1001 Additional Insureds - Added Midterm.pdf
Approved	Additional Insureds, Professional Liability Coverage Only	ALL 1002	6/2008	Endorsement/Amendment/Conditions			ALL1002 Additional Insureds PL Coverage Only.pdf
Approved	Additional Named Insured Added Midterm	ALL 1003	6/2008	Endorsement/Amendment/Conditions			ALL1003 Additional Named Insureds - Added Midterm.pdf
Approved	Named Insured Deleted Midterm	ALL 1004	6/2008	Endorsement/Amendment/Conditions			ALL1004 Additional Named Insureds -

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Approval	Description	ALL	Year	Effective Date	Endorsement/Condition	File Name
Approved	Amend Definition of "Your Profession"	ALL 1005	6/2008	6/2008	Endorsement/Conditions	Deleted Midterm.pdf ALL1005 Amend Defn of Your Profession List Additional Activities Covered.pdf
Approved	Delete Premises Liability and Fire Damage Coverage	ALL 1006	6/2008	6/2008	Endorsement/Conditions	ALL1006 Delete Premises Liability and Fire Damage Coverage.pdf
Approved	Specific Individuals or Entities Excluded from Coverage	ALL 1007	6/2008	6/2008	Endorsement/Conditions	ALL1007 Exclude Specific Individuals or Entities.pdf
Approved	Independent Contractor Coverage	ALL 1008	6/2008	6/2008	Endorsement/Conditions	ALL1008 Independent Contractor Coverage.pdf
Approved	Exclusion of Activities Performed as an Employee for a Third Party	ALL 1009	6/2008	6/2008	Endorsement/Conditions	ALL1009 Services for Third Party Employer Excluded.pdf
Approved	Specific Activities or Services Excluded from Coverage	ALL 1010	6/2008	6/2008	Endorsement/Conditions	ALL1010 Specific Activities or Services

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Approval	Description	ALL	Year	Action	File Name
Approved	Specific Claims Exclusion	ALL 1011	6/2008	Endorsement/Amendment/Conditions	ALL1011 Specific Claims Exclusion.pdf
Approved	Unsupervised Practice Exclusion	ALL 1012	6/2008	Endorsement/Amendment/Conditions	ALL1012 Unsupervised Practice Exclusion.pdf
Approved	Additional Insureds Deleted Midterm	ALL 1013	6/2008	Endorsement/Amendment/Conditions	ALL1013 Additional Insureds - Deleted Midterm.pdf
Approved	Amend Declarations	ALL 1093	6/2008	Endorsement/Amendment/Conditions	ALL1093 Amend Declarations Endorsement.pdf
Approved	Arkansas State Amendatory Endorsement	ALL 0039	6/2008	Endorsement/Amendment/Conditions	ALL 0039 AR Amendatory.pdf

ALLIED HEALTH PROFESSIONALS PROFESSIONAL AND PREMISES LIABILITY POLICY

SUBJECT TO ITS TERMS, THIS POLICY PROVIDES COVERAGE FOR CLAIMS ARISING FROM WRONGFUL ACTS OR OCCURRENCES THAT TAKE PLACE DURING THE POLICY PERIOD.

DEFENSE EXPENSES PAYABLE UNDER INSURING AGREEMENTS I.A., I.B. AND SECTION V. ARE PAYABLE IN ADDITION TO THE LIMITS OF LIABILITY FOR SUCH COVERAGES. DEFENSE EXPENSES PAYABLE UNDER INSURING AGREEMENTS I.C. AND I.D. SHALL REDUCE AND MAY EXHAUST THE APPLICABLE LIMITS OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS. A SMALLER LIMIT OF LIABILITY APPLIES TO JUDGMENTS OR SETTLEMENTS WHEN THERE ARE ALLEGATIONS OF SEXUAL MISCONDUCT (SEE THE SPECIAL PROVISION ON "SEXUAL MISCONDUCT" IN THE POLICY).

PLEASE REVIEW THIS POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR LEGAL OR INSURANCE ADVISOR.

We provide this Policy in consideration of the full payment of all premiums when due and in reliance upon the truthfulness of all of the statements in the **Application**. Terms printed in bold type have the meanings referenced elsewhere in the Policy. Subject to the applicable limits and all terms, conditions and exclusions of this Policy, **We** and **You** agree as follows:

I. **INSURING AGREEMENTS:**

A. OCCURRENCE-BASED PROFESSIONAL LIABILITY:

We will pay on **Your** behalf, subject to the Limit of Liability set forth in Item 3(a) of the Declarations, amounts **You** are legally required to pay to others as judgments (including pre- and post-judgment interest) or settlements as the result of any **Claim** for **Professional Services Wrongful Acts, Good Samaritan Wrongful Acts** and **Personal Injury Wrongful Acts** by **You** or by others for whom **You** are legally responsible. The **Professional Services Wrongful Act, Good Samaritan Wrongful Act** or **Personal Injury Wrongful Act** must take place during the **Policy Period**.

B. OCCURRENCE-BASED PREMISES LIABILITY:

We will pay on **Your** behalf, subject to the Limit of Liability set forth in Item 3(b) of the Declarations, amounts **You** are legally required to pay to others as judgments (including pre- and post-judgment interest) or settlements as the result of any **Claim** for **Bodily Injury** or **Property Damage** caused by an **Occurrence** which takes place at **Your Business Premises** while you are providing **Professional Services**. The **Occurrence** must take place during the **Policy Period**.

C. FIRE DAMAGE LEGAL LIABILITY:

We will pay on **Your** behalf, subject to the Limit of Liability set forth in Item 3(c) of the Declarations, defense expenses, including attorneys' fees and expenses, and amounts **You** are legally required to pay to others as judgments (including pre- and post-judgment interest) or settlements as the result of any **Claim** for **Fire Damage**. The fire must be caused by an **Occurrence** which takes place during the **Policy Period**. The Limit of Liability set forth in Item 3(c) shall be part of, and not in addition to, the Limit of Liability set forth in Item 3(b) of the Declarations.

D. INFORMATION PRIVACY COVERAGE:

We will pay on **Your** behalf, subject to the Limit of Liability set forth in Item 3(d) of the Declarations, defense expenses, including attorneys' fees and expenses, and amounts **You** are legally obligated to pay to others as judgments (including pre- and post-

judgment interest) or settlements as a result of a **Claim** brought by a **Regulator** for an **Information Privacy Wrongful Act**. The **Information Privacy Wrongful Act** must take place during the **Policy Period**.

In connection with **Information Privacy Wrongful Acts**, **We** will also pay:

1. NOTIFICATION COSTS incurred by **You** in connection with a statutory mandate requiring notification to **Patients**, in compliance with federal and state privacy protection laws, even if there is no **Claim** arising out of an **Information Privacy Wrongful Act**; provided that **You** shall obtain **Our** prior approval before incurring such costs; and
2. HIPAA FINES AND PENALTIES assessed against **You** for a violation of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) ("HIPAA").

Any amounts, including notification costs and HIPAA fines and penalties, paid by **Us** under this Insuring Agreement I.D. shall be part of and not in addition to the applicable Limit of Liability for **Information Privacy Wrongful Acts** as set forth in Item 3(d) the Declarations.

A **Claim** brought by a **Regulator** shall not include a **Disciplinary Proceeding**, even if such **Disciplinary Proceeding** actually or allegedly involves **Information Privacy Wrongful Acts**.

We have the right and duty to defend, in addition to the Limits of Liability set forth in Items 3(a) and 3(b) of the Declarations, at **Our** expense and using counsel selected by **Us**, any **Claim** against **You** covered under Insuring Agreements I.A. and I.B., even if the **Claim** is groundless or fraudulent. **Our** duty to defend ends after the applicable Limit of Liability has been used up in paying judgments (including pre- or post-judgment interest) or settlements.

We have the right and duty to defend, subject to the Limits of Liability set forth in Items 3(c) and 3(d) of the Declarations, and using counsel selected by **Us**, any **Claim** against **You** covered under Insuring Agreements I.C. and I.D. **Our** duty to defend ends after the applicable Limit of Liability has been used up in paying defense expenses, including attorney's fees and expenses, notification costs, HIPAA fines and penalties, or judgments (including pre- or post-judgment interest) or settlements.

We have the right to investigate and settle any **Claim**.

We will pay premiums for appeal bonds, or bonds to release property used to secure a legal obligation, if required, in a **Claim** **We** defend, subject to the applicable Limit of Liability. However, **We** will only pay for bonds for amounts within the applicable Limit of Liability for such **Claim**. **We** have no obligation to appeal any decision or to obtain these bonds.

II. SUPPLEMENTAL PAYMENTS:

A. DISCIPLINARY PROCEEDINGS COVERAGE:

We will reimburse **You**, subject to the Limit of Liability set forth in Item 3(e) of the Declarations, costs and expenses, including the reasonable fees charged by an attorney which **You** retain, which are incurred in connection with the investigation and defense of a **Disciplinary Proceeding** arising out of a **Professional Services Wrongful Act** which takes place during the **Policy Period**.

We shall have no liability for any amount due as a result of an administrative decision, judgment, settlement, or any fine, penalty, assessment of costs, or any other monetary awards or non-monetary remedies or relief, in connection with any **Disciplinary Proceeding**.

You must promptly report any **Disciplinary Proceeding** to **Us**, and provide **Us** with any supporting documentation that **We** may require.

B. REIMBURSEMENT FOR LOST EARNINGS AND REASONABLE EXPENSES:

We shall reimburse **You**, subject to the Limit of Liability set forth in Item 3(f) of the Declarations, for actual loss of earnings and reasonable and necessary expenses incurred for each day **You**, at **Our** express request, attend a trial, hearing or arbitration arising from a **Claim** for which coverage is provided under this Policy.

Any payment made by **Us** under this provision shall be in addition to the applicable Limit of Liability for such **Claim**. **You** must promptly provide **Us** with a written request for reimbursement and any supporting documentation that **We** may require.

C. MEDICAL PAYMENTS COVERAGE:

We will pay on **Your** behalf, subject to the applicable Limit of Liability set forth in Item 3(g) of the Declarations, **Medical Payments** arising from any **Bodily Injury** suffered by a **Business Invitee**, where such **Bodily Injury** was caused by an **Occurrence** that took place on **Your Business Premises** and in the conduct of **Your Profession**; provided always that:

1. such **Occurrence** took place during the **Policy Period**;
2. the treatment or other services eligible for **Medical Payments** are rendered within one (1) year of the **Occurrence**, and the **Medical Payments** expenses are reported to **Us** within ninety (90) days from the date such treatment or service was rendered; and
3. the injured person submits to examination, as often as required by **Us**, by physicians of **Our** choice and at **Our** expense.

D. EMERGENCY AID EXPENSES:

We will reimburse **You** subject to the Limit of Liability set forth in Item 3(h) of the Declarations, for costs and expenses for medical supplies, and for one (1) hour of **Your** lost earnings at an hourly rate of \$100.00 per hour or **Your** average hourly rate for **Professional Services**, whichever is lesser, which **You** voluntarily incur for rendering emergency treatment or services at the scene of an accident, medical crisis or disaster, provided that the treatment or services take place during the **Policy Period** and that **You** promptly report any expenses to **Us**.

E. DAMAGE TO PROPERTY OF PATIENTS:

We will reimburse **You**, subject to the applicable Limit of Liability set forth in Item 3(i) of the Declarations, for **Property Damage** that occurs during the **Policy Period** and that is caused by **You** to the tangible property of a **Patient**, provided that such **Property Damage** was not caused intentionally, and takes place while **You** are providing **Professional Services** to the **Patient**.

You must provide us with a sworn statement of the value of such **Property Damage** within sixty (60) days, and exhibit the damaged property to **Us** if in **Your** possession and control.

F. DEPOSITION OR SUBPOENA PROCEEDINGS COVERAGE:

We will pay on **Your** behalf, subject to the Limit of Liability set forth in Item 3(j) of the Declarations, attorneys' fees and expenses charged by an attorney which **We** designate to

represent and prepare **You** for a **Deposition or Subpoena Proceeding** of which **You** have first received notice during the **Policy Period**. **You** must promptly notify **Us** upon such receipt and provide **Us** with all relevant documentation.

G. ASSAULT AND BATTERY COVERAGE:

We will reimburse **You**, subject to the Limit of Liability set forth in Item 3(k) of the Declarations, medical expenses which **You** incur as a result of **Bodily Injury to You** caused by an **Assault or Battery**, or **Property Damage to Your Personal Property** if caused by an **Assault or Battery**. The **Assault or Battery** must be committed by a **Patient of Yours**, or by their immediate family member.

Provide always that:

1. such **Assault or Battery** takes place during the **Policy Period**;
2. the treatment or other services eligible for reimbursement as medical expenses are rendered within one (1) year of the **Assault or Battery**, and the medical expenses are reported to **Us** within ninety (90) days from the date such treatment or service was rendered; and
3. **You** submit to examination, as often as required by **Us**, by physicians of **Our** choice and at **Our** expense.

Coverage under this Section II.G. is excess over any other valid and collectible insurance, including workers' compensation or health insurance, if applicable.

III. **EXCLUSIONS:**

- A. No coverage will be available under this Policy for any **Claim** or **Disciplinary Proceeding** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving:
1. **Your** dishonest, fraudulent, intentional, criminal, or malicious act, error, or omission, or the willful violation of any law, or that of any person for whose acts **You** are legally responsible. This exclusion will not apply to any natural person who did not personally participate in or assent to such act, error, or omission;
 2. **Your** ownership or operation of a hospital, or any other facility which provides bed and board or in-patient care, or a laboratory;
 3. **Your** writing of any prescription or providing any sample of a medication, substance or product which requires a prescription, unless otherwise covered in an endorsement attached to this Policy;
 4. disputes about **Your** fees, including, but not limited to, collecting fees from **Patients** or other third parties and billing investigations by or on behalf of government entities or commercial payors;
 5. **Your** employment practices, including **Claims** involving the following: **Discrimination** against **Your Employees**; breach of employment contract; **Your** failure or refusal to hire, employ or promote a person; **Your** demotion or discharge of a person; employment-related defamation, humiliation or harassment by **You**; retaliation against an **Employee**; discipline or evaluation of an **Employee**; or misrepresentations or misstatements to **Employees** regarding the terms and conditions of their employment with **You**;
 6. **Discrimination** on any basis whatsoever against any person not employed by **You**, except that this Exclusion shall not apply to a **Claim** for **Discrimination** in the rendering of **Professional Services** brought by a **Patient of Yours**;

7. activities of a general business nature, including managerial or administrative activities. This exclusion does not apply to **Professional Services Wrongful Acts** that arise from **Peer Review**;
8. **Bodily Injury** or **Property Damage** in any way involving any **Automobile**, watercraft, or aircraft, including the loading or unloading thereof;
9. **Bodily Injury to Your Employee** or any independent contractor, or employee of any independent contractor, working for **You**, arising out of the course of his or her work for **You**, or to the spouse or relative of such **Employee** or independent contractor as a consequence of **Bodily Injury** to the **Employee** or independent contractor;
10. infringement of copyright, trademark, trade name, trade dress, service mark, service name, logo, title or slogan; patent infringement; misappropriation of any advertising idea, trade secret or style of doing business;
11. **Property Damage** to property **You** own, rent, occupy, borrow or use, or in **Your** care, custody or control, or to premises **You** have sold, given away, or abandoned; provided that this exclusion shall not apply to **Property Damage** which is otherwise covered under Section II.G. of this Policy;
12. any business relationship between **You** and any past or present **Patient**;
13. **Professional Services** rendered by **You**, if:
 - (a) at the time of rendering such **Professional Services**, **You** were not properly qualified, certified, bonded or licensed to render such **Professional Services** in accordance with applicable law; or
 - (b) **You** misrepresented **Your** qualifications, certifications, licensing, experience, education or background;
14. war, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, or destruction or seizure of property for use for a military purpose;
15. any procedure, treatment, course of treatment, or diagnosis that is outside the scope of **Your Profession**;
16. fungi, including mold or mildew, or any by-products of fungi;
17. the actual, alleged or threatened discharge, dispersal, release or escape of **Pollutants**; or any liability or obligation to test, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**;
18. any actual or alleged liability under any express contract or agreement, unless such liability would have attached in the absence of such contract or agreement. For purposes of this Exclusion, an "express contract or agreement" is an actual agreement by contracting parties, the terms of which are openly stated in distinct or explicit language, either orally or in writing, at the time of its making;
19. the design, manufacture, testing, promotion or sale of any product, medication, device or equipment, provided that this Exclusion shall not apply to a negligent act, error or omission by **You** in the distribution or furnishing of supplies to a **Patient** in connection with **Professional Services** provided by **You**;
20. actual or alleged involvement in any federal or state anti-trust law violation or any agreement or conspiracy to restrain trade;
21. any act, error or omission for which **You** may be held liable under any workers' or unemployment compensation law, or disability benefits law, or any similar law;

22. any act, error or omission of an individual in their capacity as a healthcare student who is not subject to **Your** supervision; however, this Exclusion shall not apply if the Named Insured is a healthcare student;
 23. solely with respect to the coverage under Insuring Agreement I.B., **Bodily Injury** to a **Patient**, or **Property Damage** to the tangible property of a **Patient**, which occurs while you are providing **Professional Services** to such **Patient**;
 24. any **Wrongful Act** committed, or any **Occurrence** which takes place, while **You** are under the influence of a drug or intoxicant.
- B. No coverage will be available under this Policy for:
1. any **Claim** asserted by or on behalf of any individual or entity covered under this Policy against another individual or entity covered under this Policy, or for injury or damage sustained by any spouse or person who regularly resides in the home of any individual covered under this Policy; however, this Exclusion shall not apply to a **Claim** brought by an individual covered under this Policy if brought solely in their capacity as a **Patient** for **Professional Services Wrongful Acts**.
 2. fines, penalties, punitive, exemplary, or multiplied damages, other than HIPAA fines and penalties as described in Insuring Agreement I.D.2. for **Information Privacy Wrongful Acts**. However, if permitted by law, **We** will pay, as part of the applicable Limit of Liability, up to \$25,000 in punitive, exemplary, or multiplied damages which **You** are liable to pay as the result of any covered **Claim**;
 3. any formal or informal investigation, action, administrative proceeding or **Claim** brought by a **Regulator**, other than the coverage available under Insuring Agreement I.D. or II.A. of this Policy.

IV. LIMITS OF LIABILITY:

A. Maximum Limits of Liability:

Regardless of the number of individuals or entities insured under this Policy, the number of **Claims**, the number of **Wrongful Acts** or **Occurrences** which take place during the **Policy Period**, or the number of claimants:

1. The amounts shown in Item 3(a) of the Declarations are the most **We** will be liable to pay under Insuring Agreement I.A. of this Policy, Occurrence-Based Professional Liability, for all **Claims** arising out of a single **Wrongful Act**, and in the aggregate for all **Claims**, all **Wrongful Acts** which take place during the **Policy Period**.
2. The amounts shown in Item 3(b) of the Declarations are the most **We** will be liable to pay under Insuring Agreement I.B. of this Policy, Occurrence-Based Premises Liability, for all **Claims** for **Bodily Injury** or **Property Damage** arising out of a single **Occurrence**, and in the aggregate for all **Claims**, all **Occurrences** which take place during the **Policy Period**.
3. The amount shown in Item 3(c) of the Declarations is the most **We** will be liable to pay under Insuring Agreement I.C. of this Policy for all **Claims** for **Fire Damage** arising out of a single **Occurrence**, and in the aggregate for all **Claims** for **Fire Damage**, all **Occurrences** which take place during the **Policy Period**, which amount shall be part of an not in addition to the amounts shown in Item 3(b) of the Declarations.
4. **The** amount shown in Item 3(d) of the Declarations is the most **We** will be liable to pay under Insuring Agreement I.D. of this Policy, Information Privacy Coverage, for all **Claims** arising out of a single **Information Privacy Wrongful Act** and in the aggregate for all **Claims**, all **Information Privacy Wrongful Acts**

which take place during the **Policy Period**, and for all notification costs and HIPAA fines and penalties for which coverage is sought under this Policy.

5. The amounts shown in Items 3(e)-(k) of the Declarations as Supplemental Payments are payable in addition to the Limits of Liability described in paragraphs 1. through 4. above, subject to paragraph IV.B. below.
6. Payment of Defense Expenses:
 - a. Defense Expenses, including attorneys' fees and expenses, payable under Insuring Agreements I.A. and I.B., and Section V. of this Policy, are in addition to the applicable Limit of Liability, and payment of such defense expenses will not reduce such Limit of Liability.
 - b. Defense Expenses, including attorneys' fees and expenses, payable under Insuring Agreements I.C. and I.D. are part of, and not addition to the applicable Limit of Liability, and payment of such defense expenses will reduce and may exhaust such Limit of Liability.

B. Effect of Paying Limits of Liability:

1. Each Wrongful Act or Occurrence Limit of Liability:

If **We** have paid the applicable each **Wrongful Act** or **Occurrence** Limit of Liability under an Insuring Agreement, as set forth in Item 3. of the Declarations, **We** will have no duty to pay any additional amount(s) in connection with any **Claim** relating thereto or to continue to defend any **Claim** relating thereto.
2. Supplemental Payment Limit of Liability:

If **We** have paid the applicable aggregate Limit of Liability for any Supplemental Payment under Section II. of this Policy, as set forth in Item 3. of the Declarations, **We** will have no further obligation to pay any additional amount in connection with such Supplemental Payment.
3. Aggregate Limit of Liability:

If **We** have paid the applicable aggregate Limit of Liability under an Insuring Agreement, as set forth in Item 3. of the Declarations, **We** will have no duty to pay any additional amount(s) for which coverage may be provided under such Insuring Agreement, including notification costs and HIPAA fines and penalties for which coverage is sought under this Policy under Insuring Agreement I.D., or to defend or continue to defend any **Claim**.
4. Exhaustion of Limits of Liability:

If **We** have paid in full the aggregate limits of liability for both Insuring Agreements I.A. and I.B., **We** will no longer have any duty to defend or continue to defend any **Claim** or make any other payments for which coverage may be provided under this Policy, or to pay any of the Supplemental Payments described in Section II. of this Policy.

C. Related Wrongful Acts and Occurrences: Single Wrongful Act or Occurrence:

Where **Wrongful Acts**, acts of **Sexual Misconduct** or **Occurrences** take place on one or more dates during the **Policy Period**, or during two or more consecutive policy periods of policies issued by **Us** or any of **Our** affiliates, involving the same or related act, error, omission, circumstance, event, situation, professional treatment, person or persons, accidents, offenses, publications or general conditions, irrespective of the nature or the number of repetitions thereof:

1. such **Wrongful Acts**, acts of **Sexual Misconduct** or **Occurrences** shall be considered a single **Wrongful Act**, act of **Sexual Misconduct** or **Occurrence**

subject to the Limit of Liability in effect when the first **Wrongful Act**, act of **Sexual Misconduct** or **Occurrence** took place; and

2. the **Insurer** shall not be responsible for that portion of any loss attributable to **Wrongful Acts**, acts of **Sexual Misconduct** or **Occurrences** which take place prior to the first consecutive policy issued by **Us** or any of **Our** affiliates, or after the last consecutive policy issued by **Us** or any of **Our** affiliates.

D. Multiple Professional and Premises Liability Policies:

Two or more policies of Professional or Premises Liability Insurance may have been issued by **Us** or an affiliate. These policies may also provide coverage for a **Claim** involving the same or continuous, repeated, or related **Wrongful Acts**, acts of **Sexual Misconduct** or **Occurrences** for which **You** and individuals or entities covered in those other policies are jointly and severally liable. In such an event, and subject to the Limits of Liability shown in the Declarations, **We** shall not be liable under this Policy for a greater proportion of the total loss from that **Claim** than this Policy's applicable Limit of Liability bears to the total applicable Limits of Liability under all such policies. In addition, the total amount payable under the applicable Limits of Liability under all such policies, which are issued to related or affiliated individuals or entities in the same profession as that listed in Item 5. of the Declarations, in connection with that **Claim** will not exceed the highest single Limit of Liability for each **Wrongful Act**, act of **Sexual Misconduct** or **Occurrence** under any of such policies issued by **Us** or an affiliate.

V. **SEXUAL MISCONDUCT:**

\$25,000 is the most **We** will be liable to pay, other than for defense expenses, for all **Claims** against **You** involving any **Sexual Misconduct** by **You** or by any person for whom **You** may be legally responsible, which takes place during the **Policy Period**. If any **Sexual Misconduct** is alleged at any stage during a **Claim**, all allegations in that **Claim** which arise out of the same or related professional treatment or relationship will be subject to that \$25,000 maximum. The \$25,000 maximum is part of, and not in addition to, the Limits of Liability set forth in Item 3(a) of the Declarations. If **We** have paid this \$25,000 maximum, **We** will no longer have any duty to defend or continue to defend any **Claim** involving any **Sexual Misconduct**.

VI. **OTHER PROVISIONS AFFECTING COVERAGE:**

A. Where Coverage Applies

We will cover a **Claim** only if such **Claim** is made and brought in the United States of America, its territories and possessions, Puerto Rico or Canada.

B. What **You** Must Do in the Event of a **Claim**

In order for a **Claim**:

1. **You** must give **Us** or **Our** authorized agent written notice of any as soon as practicable after it is first made; and
2. **You** must also, as soon as possible, record and notify **Us** of the specifics of the **Claim** and the date **You** first received notice of it; and
3. **You** must send **Us** or **Our** authorized agent all demands or legal papers **You** receive.

C. Your Assistance and Cooperation

You agree to cooperate with and help **Us** make settlements, enforce any legal rights **You** or **We** may have against anyone who may be liable to **You**, attend depositions, hearings and trials, secure and give evidence, and obtain the attendance of witnesses.

You will not assume any financial obligation or pay out any money without **Our** prior consent. If **You** do, it will be at **Your** own expense.

D. Lawsuits Against Us

No one can sue **Us** to recover under this Policy unless **You** have complied with all of its terms. An individual or entity may sue **Us** to recover up to the Limits of Liability under this Policy, but only after **Your** liability has been decided by a trial after which a judgment has been entered, or by a written agreement signed by **You, Us**, and the party making the **Claim**.

E. Other Insurance

A **Claim** covered under this Policy may also be covered under another policy providing coverage to **You**. In that event, this Policy will apply only in excess of such other coverage, no matter how such other coverage is described. This clause will not apply to coverage which is expressly stated to apply in excess of this specific Policy.

F. Recovering Damages From a Third Party

You may be able to recover all or part of a loss from someone other than **Us**. If **We** make a payment under this Policy to **You** or on **Your** behalf, some or all of **Your** right to recover that loss may then belong to **Us**. **You** must do all that is possible after a loss to preserve any such right of recovery, so **We** will be able to pursue **Our** rights. **You** will do whatever is necessary, including signing documents, to help **Us** pursue **Our** rights.

G. Policy Changes

Notice to any agent or knowledge possessed by any agent or other person acting on behalf of **Us** will not effect a waiver or change in any part of this Policy or stop **Us** from asserting any right under the terms, conditions and limitation of this Policy. This Policy contains all the agreements between **You** and **Us** or **Our** authorized agents concerning this insurance. The Named Insured in the Declarations is authorized to request changes under this Policy. This Policy can only be changed by a written endorsement.

H. Assignment

You cannot assign or transfer **Your** interest in this Policy without **Our** written consent attached to the Policy. If **You** die or are declared legally incompetent, **Your** rights and duties will be transferred to **Your** legal representative while acting within the scope of his or her duties as such.

I. Special Rights and Duties of the Named Insured

You agree that when there is more than one individual or entity covered under this Policy, the Named Insured identified in Item 1a. of the Declarations will act on behalf of all of **You** with respect to giving and receiving notice of cancellation, the payment of premiums and receipt of return premiums, and the acceptance of any endorsements to this Policy.

J. Representations:

You represent that the particulars and statements contained in the **Application** are true, accurate and complete, and agree that this Policy is issued in reliance on the truth of that representation, and that such particulars and statements, which are deemed to be incorporated into and to constitute a part of this Policy, are the basis of this Policy.

K. Bankruptcy

You or **Your** estate's bankruptcy or insolvency does not relieve **Us** of **Our** obligations under the Policy.

L. Cancellation

You may cancel this Policy by surrendering it to **Us** or to any of **Our** authorized agents, or by mailing **Us** written notice stating when thereafter the cancellation will be effective. **We** may cancel this policy by mailing to **You** at the address shown in Item 1.a. of the Declarations written notice stating when, not less than sixty (60) days thereafter, such cancellation will be effective. However, if **You** have not paid a premium when due, **We** may cancel this Policy by mailing to **You** at the address shown in Item 1.a. of the Declarations written notice stating when, not less than fifteen (15) days thereafter, such cancellation will be effective.

The mailing of the notice as stated above will be sufficient proof of notice. The time of surrender or the effective date of cancellation stated in the notice will become the end of the **Policy Period**. Delivery of written notice will be the equivalent of mailing.

If **You** cancel this Policy, the unearned premium will be computed in accordance with the customary short rate table and procedure. If **We** cancel, unearned premium will be computed pro-rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

If the Insurance Department regulations of **Your** state require different times, content or procedures with respect to cancellation, then this Policy will be cancelled in accordance with the cancellation or termination regulations in effect in **Your** state at the time of such cancellation.

M. Headings

The descriptions in the headings and sub-headings of this Policy are solely for convenience, and form no part of the terms and conditions of coverage.

VII. DEFINITIONS:

A. **Application** means:

the application submitted by **You** to **Us** and any and all materials and information submitted to **Us** in connection with any such application, and all publicly available material promulgated by **You** about **You** that **We** obtained prior to the Effective Date of the Policy, all of which are deemed to be on file with **Us** and are deemed to be attached to, and form a part of, this Policy, as if physically attached.

B. **Assault or Battery** means the willful infliction of physical harm on **You**, by a **Patient** or their immediate family member, or any attempt thereof.

C. **Automobile** means a land vehicle (whether or not self-propelled) or a trailer or semi-trailer, including any attached machinery or apparatus, whether or not subject to motor vehicle registration or designed for use principally on public roads.

D. **Bodily Injury** means bodily harm, sickness or disease, including any resulting death, and mental anguish or emotional distress, whether or not resulting therefrom.

E. **Business Invitee** means a natural person, including a **Patient**, solely in their capacity as one who is invited by **You** to enter into and remain on the **Business Premises** for a purpose directly or indirectly connected with the **Professional Services** performed therein. A **Business Invitee** shall not include a trespasser or any other person who enters the **Business Premises** without **Your** knowledge or permission, or any individual or student who is insured under this Policy.

- F. **Business Premises** means **You** office location where **You** render **Professional Services**, and ways and means immediately adjacent thereto, and may include **You** residence if **You** provide **Professional Services** regularly at such residence.
- G. **Claim** means written notice received by **You** that someone intends to hold **You** responsible for a **Wrongful Act**, **Sexual Misconduct** or for an **Occurrence**. This includes a lawsuit or arbitration proceeding. A **Claim** shall also include an administrative proceeding or formal investigation brought by a **Regulator**, but only for an **Information Privacy Wrongful Act**.
- A **Claim** shall not include any criminal proceeding or indictment, or any investigation related thereto.
- H. **Deposition or Subpoena Proceeding** means a civil proceeding in which **You** are not a party but have been ordered to offer deposition testimony regarding **Professional Services** rendered to a **Patient**, or a civil proceeding in which **You** are not a party but have received a subpoena for record production in connection with **Professional Services** provided by **You**.
- I. **Disciplinary Proceeding** means a hearing or disciplinary action before a state or other licensing board or governmental body which is specifically charged with regulating or overseeing **Your Profession**, involving allegations of unprofessional conduct by **You** in the conduct of **Your Profession**. A **Disciplinary Proceeding** shall not include any criminal proceeding or indictment, or any investigation related thereto.
- J. **Discrimination** means unfair treatment or denial of services to any person based on his or her race, age, national origin, religion, disability of any kind, sex, sexual orientation, or any other protected status.
- K. **Employee** means:
1. a W-2 wage earning employee of the Named Insured designated in Item 1a. of the Declarations, but only if acting in his or her capacity as such at the time the **Wrongful Act** or **Occurrence** took place;
 2. a volunteer or supervised student under the direction and control of the Named Insured; and
 3. a **Locum Tenens** engaged to provide **Professional Services** on **Your** behalf, but only while acting within the scope of his or her duties as such at the time the **Wrongful Act** or **Occurrence** took place.
- L. **Fire Damage** means **Property Damage** to the tangible property of a third party other than **You**, caused by a fire to premises **You** rent or lease from others or to premises temporarily occupied by **You** with the permission of the owner, solely for the purpose of rendering **Professional Services**. Such premises shall not include **Your** residence. Water damage from such fire is also included. The fire must not be caused intentionally; and must take place during the **Policy Period**.
- With respect to **Fire Damage**, **Property Damage** shall not include damage to any personal property owned by **You**, or any other personal property of any person that is within **Your** care, custody or control.
- M. **Good Samaritan Wrongful Acts** means any act, error or omission in the rendering or failure to render emergency treatment or services by **You**, without remuneration, at the scene of an accident, medical crisis or disaster.
- N. **Information Privacy Wrongful Act** means an act, error or omission by **You** which results in a breach or violation of U.S. federal and state statutes and regulations by **You** in connection with the control and use of personally identifiable financial or medical information of **Patients**, including but not limited to:

1. the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) ("HIPAA"), and the rules and regulations promulgated thereunder as they currently exist and as amended;
2. the Gramm-Leach-Bliley Act of 1999 ("G-L-B"), and the rules and regulations promulgated thereunder as they currently exist and as amended; and
3. State privacy protection laws, as they currently exist now or in the future.

Such information, as referenced above, must be under **You** care, custody or control in the conduct of **Your Profession**.

- O. **Locum Tenens** means a qualified individual who is temporarily serving as a substitute for **You**, while **You** are temporarily absent from professional practice. Coverage for a **Locum Tenens** shall only extend for up to sixty (60) days during any one **Policy Period**.

Any **Locum Tenens** for which coverage is provided under this Policy shall share in the Limits of Liability available to **You**.

- P. **Medical Payments** means reasonable payments for:

1. first aid administered at the time of an accident;
2. necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
3. necessary ambulance, hospital, professional medical and nursing and funeral services.

- Q. **Occurrence** means an accident, including continuous or repeated exposure to the same generally harmful conditions, but does not include the performance of, or failure to perform, **Professional Services**.

- R. **Patient** means a person to whom **You** are providing **Professional Services**.

- S. **Peer Review** means **Your** services for, or as a member of, a formal accreditation or professional review board of a hospital, managed care organization or professional society, or professional licensing board relating to **Your Profession**.

- T. **Personal Injury Wrongful Acts** means one or more of the following offenses committed by **You** in the conduct of **Your Profession**:

1. false arrest, detention or imprisonment;
2. malicious prosecution;
3. defamation, including libel and slander, and disparagement;
4. a publication or utterance in violation of an individual's right or privacy; or
5. invasion of the right to private occupancy, including wrongful entry or eviction.

- U. **Policy Period** means the period commencing on the Effective Date shown in the Declarations. This period ends on the earlier of either the Expiration Date or the date of cancellation of this Policy. If **You** become an insured under this Policy after the Effective Date, then with respect to **Your** coverage, the Policy Period begins on the date **You** become an insured.

- V. **Pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste, lead, silica or asbestos in any form whatsoever, and any nuclear material or by-product material, nuclear reaction, hazardous material, radioactive contamination or any radiation of any kind.

- W. **Professional Services** means services performed by **You**, or by others on **Your** behalf, in the usual and customary conduct of **Your Profession**.

- X. **Professional Services Wrongful Act** means any negligent act, error or omission:
1. in the rendering of or failure to render **Professional Services** in the conduct of **Your Profession**;
 2. by **You** in connection with **Peer Review**; and
 3. by **You** which results in the failure to maintain the confidentiality, integrity and security of personally identifiable financial or medical information of **Patients**, which is under the care, custody or control of **You** in the conduct of **Your Profession**.
- Y. **Property Damage** means physical injury to or destruction of tangible property, including loss of use of it, or loss of use of tangible property which has not been physically injured or destroyed.
- Z. **Regulator** means any federal or state governmental authority, other than a state licensing board or other licensing board or governmental body specifically charged with regulating or overseeing **Your Profession**.
- AA. **Sexual Misconduct** means any type of actual, alleged, attempted, or proposed physical touching or caressing, or suggestion thereof by **You** or any person for whom **You** may be legally responsible, with or to any of **Your** past or present **Patients**, or with or to any relative or any person whom regularly resides with any such **Patient**, or with or to any person with whom such **Patient** or relative has an affectionate personal relationship, which could be considered sexual in nature and/or inappropriate to any **Professional Services** being provided.
- BB. **We, Us** or **Our** means the Insurer specified in the Declarations.
- CC. **Wrongful Act** means any **Professional Services Wrongful Act**, **Good Samaritan Wrongful Act** or **Personal Injury Wrongful Act**.
- DD. **You** or **Your** means:
1. the individual or entity designated as the Named Insured in Item 1a. of the Declarations;
 2. any individuals or entities designated as Additional Insureds in Item 1b. of the Declarations, or as specified in an Endorsement to this Policy, but only with respect to **Wrongful Acts** or **Occurrences** for which the Named Insured may be liable;
 3. any **Employee**;
 4. any owner, executive officer, director or stockholder of the Named Insured designated in Item 1a. of the Declarations, but only while acting in his or her capacity as such; and
 5. any individuals or entities which are landlords, lessors or creditors of the Named Insured, but only for a **Claim** that is made and continuously maintained against at least one of **You**, other than such landlord, lessor or creditor. The coverage provided by this Policy is excess of, and shall not contribute with, any other applicable insurance plan, policy or program of self-insurance carried by or applicable to such landlord, lessor or creditor.
- EE. **Your Profession** means the profession set forth in Item 5. of the Declarations.

In witness whereof, **We** have caused this Policy to be issued.

**ALLIED HEALTH PROFESSIONALS
PROFESSIONAL AND PREMISES LIABILITY INSURANCE POLICY DECLARATIONS**

Policy Number:

Account Number:

Key Number:

Darwin National Assurance Company

Main Administrative Office:

Corporate Office:

9 Farm Springs Road

1807 North Market Street

Darwin Select Insurance Company

Farmington, CT 06070

Wilmington, DE 19802

SUBJECT TO ITS TERMS, THIS POLICY PROVIDES COVERAGE FOR CLAIMS ARISING FROM WRONGFUL ACTS OR OCCURRENCES THAT TAKE PLACE DURING THE POLICY PERIOD.

DEFENSE EXPENSES PAYABLE UNDER INSURING AGREEMENTS I.A., I.B. AND SECTION V. ARE PAYABLE IN ADDITION TO THE LIMITS OF LIABILITY FOR SUCH COVERAGES. DEFENSE EXPENSES PAYABLE UNDER INSURING AGREEMENTS I.C. AND I.D. SHALL REDUCE AND MAY EXHAUST THE APPLICABLE LIMITS OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS. A SMALLER LIMIT OF LIABILITY APPLIES TO JUDGMENTS OR SETTLEMENTS WHEN THERE ARE ALLEGATIONS OF SEXUAL MISCONDUCT (SEE THE SPECIAL PROVISION ON "SEXUAL MISCONDUCT" IN THE POLICY). PLEASE REVIEW THIS POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR LEGAL OR INSURANCE ADVISOR.

<p>Item 1a. Name and Mailing Address of Named Insured:</p> 	<p>Item 1b. Additional Insureds:</p>
<p>Item 2. Policy Period:</p> <p>(a) Effective Date:</p> <p>(b) Expiration Date:</p> <p>At 12:01AM Standard Time at the Mailing Address Shown Above</p>	
<p>Item 3. Limits of Liability:</p> <p><u>Professional Liability:</u></p> <p>(a) \$ Insurer's Limit of Liability, each Wrongful Act; and \$ in the aggregate for all Claims, all Wrongful Acts.</p> <p><u>Premises Liability:</u></p> <p>(b) \$ Insurer's Limit of Liability, each Occurrence ; and \$ in the aggregate for all Claims for Bodily Injury, Property Damage, and Fire Damage, all Occurrences;</p> <p><u>Fire Damage Legal Liability:</u></p> <p>(c) \$ Insurer's Maximum Limit of Liability, all Claims for Fire Damage, all Occurrences, which amount shall be part of and not in addition to the Limit of Liability set forth above in Item 3(b).</p> <p><u>Information Privacy:</u></p> <p>(d) \$ Insurer's aggregate Limit of Liability all Claims, all Information Privacy Wrongful Acts, and all other coverage provided under Section I.D. relating to Information Privacy Wrongful Acts.</p> <p><u>Supplemental Payments:</u></p> <p>(e) \$ in the aggregate for all Disciplinary Proceedings;</p> <p>(f) \$ per day for Lost Earnings, and \$ in the aggregate for all Lost Earnings;</p> <p>(g) \$ in the aggregate for all Medical Payments;</p>	

- (h) \$ in the aggregate for all Emergency Aid Expenses;
- (i) \$ in the aggregate for all Damage to Property of Patients;
- (j) \$ in the aggregate for all Deposition or Subpoena Proceedings;
- (k) \$ in the aggregate for all medical expenses for Assault and Battery.

Item 4. Notices Required to be Given to the Insurer Must be Addressed to:

American Professional Agency, Inc.
 95 Broadway
 Amityville, New York 11701

Item 5. Your Profession:

Item 6. Premium:

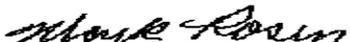
\$

Item 7. Endorsements Attached at Issuance:

- | | |
|----|----|
| 1. | 4. |
| 2. | 5. |
| 3. | 6. |

THESE DECLARATIONS, THE POLICY FORM, ANY ENDORSEMENTS AND THE APPLICATION CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE INSURER AND THE INSURED RELATING TO THIS INSURANCE.

In Witness Whereof, the Insurer has caused this Policy to be executed by its authorized officers.



Secretary



President



Authorized Representative

Physical Therapists and Related Occupations Application

- | | | | |
|--------------------------|---|---|--|
| <input type="checkbox"/> | <u>Darwin National Assurance Company</u> | <u>Main Administrative Office:</u>
9 Farm Springs Road
Farmington, CT 06070 | <u>Corporate Office:</u>
1807 North Market Street
Wilmington, DE 19802 |
| <input type="checkbox"/> | <u>Darwin Select Insurance Company</u> | | |

NOTICE: THIS IS AN APPLICATION FOR PROFESSIONAL AND PREMISES LIABILITY INSURANCE. SUBJECT TO ITS TERMS, THIS POLICY PROVIDES COVERAGE FOR CLAIMS ARISING FROM WRONGFUL ACTS OR OCCURRENCES THAT TAKE PLACE DURING THE POLICY PERIOD.

DEFENSE EXPENSES PAYABLE UNDER THE POLICY MAY BE PAYABLE IN ADDITION TO THE LIMITS OF LIABILITY, OR MAY REDUCE AND MAY EXHAUST THE APPLICABLE LIMITS OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS, DEPENDING ON THE COVERAGE WHICH IS APPLICABLE. A SMALLER LIMIT OF LIABILITY WILL APPLY TO JUDGMENTS OR SETTLEMENTS WHEN THERE ARE ALLEGATIONS OF SEXUAL MISCONDUCT, OR TO ANY SUPPLEMENTAL PAYMENT.

If a policy is issued, the application will become part of the policy as if physically attached. Therefore, it is necessary that all questions be answered accurately and completely.

- o Attach a separate sheet of paper if more space is needed to answer any question.
- o Attach copy of current state license or certification
- o Attach promotional materials used in your practice
- o Attach any claims history for professional or premises liability

Are You:

- Self-Employed** (Self-Employed means an individual working for themselves or with others as partners or as owners of a group or entity.)
- Employee** (Employee means a person who has been hired to perform services, and who has an assigned work schedule and appears on a payroll with applicable federal, state and local taxes withheld, e.g. W-2.)
- Student**

(1) General Information

- (a) Applicant's Name: _____
- (b) Address: _____
City: _____ State: _____ ZIP: _____
- (c) E-mail address: _____ Telephone number _____
- (d) License/Certification # (if applicable) _____
- (e) If You answered **Self-Employed**, please provide the following additional information:

(i) Are You a:

- | | | |
|--|---|--------------------------------------|
| <input type="checkbox"/> PC | <input type="checkbox"/> Sole Proprietor/Individual | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> LLP | <input type="checkbox"/> LLC | <input type="checkbox"/> Corporation |
| <input type="checkbox"/> Joint Venture | <input type="checkbox"/> Other | |

If Other, please describe: _____

Name of Entity if different than Name of Applicant:

Key Contact Name: _____ Title: _____

(ii) Are You seeking Premises Liability coverage?

Yes No

(iii) Are You required by contract to include an individual or entity as an additional insured under the policy for professional services you or any of your employees provide?

(Additional Insured coverage protects a third party You provide services for against claims arising out of wrongful acts. You should only purchase this coverage if you are required to.)

Yes No

(iv) Are You seeking coverage for any subsidiary? Please note that coverage for such subsidiaries is not automatically available; the terms and conditions of the policy, if issued, will determined actual coverage.

Yes No

Name/Address	Relation to applicants	Description of Ops	Tax Status	Percent Owned

(f) If You answered **Employee**, please provide the following additional information:

Employer Name: _____

Employer City, State: _____

(2) Requested Effective Date: _____

(3) Description of Practice

(a) Eligible Occupations - Please check all Specialties performed in Your practice:

- a. Athletic Trainer
- b. Bodywork Counselor
- c. Chiropractic Assistant
- d. Corrective Therapist
- e. Exercise Physiologist
- f. Fitness Instructor
- g. Kinesiologist
- h. Kinesiotherapist
- i. Massage Therapist
- j. Occupational Therapist
- k. Occupational Therapist Assistant
- l. Orthopedic Assistant
- m. Orthopedic Technician
- n. Podiatrist
- o. Personal Trainer
- p. Physical Therapist
- q. Physical Therapist Aide
- r. Physical Therapist Assistant
- s. Physiotherapist
- t. Recreational Therapist
- u. Rehabilitation Assistant
- v. Rehabilitation Counselor
- w. Rehabilitation Technician
- x. Rehabilitation Therapist
- y. Sports Medicine Instructor
- z. Sports Medicine Therapist

- (c) Have You or any of your employees or independent contractors ever engaged in any sexual misconduct with any of Your current or former patients, or any current or former patient's spouse, or any person with a direct relationship to a current or former patient or any current or former patient's spouse or any person with a direct relationship to the patient or former patient (for example, a guardian, blood relative of the patient or spouse or any person sharing the patient's domicile)?

(Sexual misconduct means any actual or alleged erotic physical contact or attempt, threat or proposal thereof whether consensual or not.)

Yes No

If You answered "Yes" to the questions (6)(a), (6)(b) or (6)(c) above, provide complete details on a separate page and attach it to the application.

- (7) During the past five years, has Your Professional Liability coverage been cancelled or non-renewed for a reason other than the insurer withdrawing from a state or no longer providing coverage?

Yes No

If You answered "Yes" to the question above, provide complete details on a separate page and attach it to the application.

SIGNATURES, NOTICES AND REPRESENTATIONS

THE UNDERSIGNED AUTHORIZED REPRESENTATIVE, PARTNER, DIRECTOR OR OFFICER AGREES THAT IF THE INFORMATION SUPPLIED ON THIS APPLICATION CHANGES BETWEEN THE DATE THE APPLICATION IS EXECUTED AND THE TIME THE PROPOSED INSURANCE POLICY IS BOUND OR COVERAGE COMMENCES, THE NAMED INSURED WILL IMMEDIATELY NOTIFY THE INSURER IN WRITING OF SUCH CHANGES. THE INSURER RESERVES ITS RIGHTS TO MODIFY OR WITHDRAW ITS PROPOSAL.

THE UNDERSIGNED AUTHORIZED REPRESENTATIVE, REPRESENTS AND WARRANTS ON BEHALF OF THE NAMED INSURED AND ALL PERSONS OR ENTITIES FOR WHOM INSURANCE IS BEING SOUGHT THAT TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF AND AFTER DILIGENT INQUIRY, THE STATEMENTS SET FORTH IN THIS APPLICATION AND ANY ATTACHMENTS HERETO ARE TRUE AND ACCURATE. IT IS UNDERSTOOD THAT THE STATEMENTS IN THIS APPLICATION, INCLUDING MATERIALS SUBMITTED TO OR OBTAINED BY THE INSURER, ARE MATERIAL TO THE ACCEPTANCE OF THE RISK, AND RELIED UPON BY THE INSURER.

NOTICE TO APPLICANTS: ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY, FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH IS A CRIME ANY MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO ARKANSAS AND WEST VIRGINIA APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NOTICE TO COLORADO APPLICANTS: IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE, AND CIVIL DAMAGES. ANY INSURANCE

COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICY HOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICY HOLDER OR CLAIMING WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AGENCIES.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

NOTICE TO FLORIDA APPLICANTS: ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER, FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION, IS GUILTY OF A FELONY OF THE THIRD DEGREE.

NOTICE TO KENTUCKY APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.

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

NOTICE TO MAINE, TENNESSEE, VIRGINIA, AND WASHINGTON APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES, AND DENIAL OF INSURANCE BENEFITS.

NOTICE TO NEW JERSEY APPLICANTS: ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO NEW YORK APPLICANTS: ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY, OR OTHER PERSON, FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

NOTICE TO OHIO APPLICANTS: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

NOTICE TO OKLAHOMA APPLICANTS: WARNING: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

NOTICE TO PENNSYLVANIA APPLICANTS: ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY, OR OTHER PERSON, FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

I UNDERSTAND THAT IT IS MY OBLIGATION TO MAINTAIN ANY LICENSE REQUIRED IN THE JURISDICTION(S) IN WHICH I PRACTICE.

Date: _____

Signature: _____

Title: _____

Print Name: _____

ENDORSEMENT NO. <EN>

ADDITIONAL INSURED(S), ADDED MIDTERM

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No. <POLICYNO>
Issued to <ACCTNAME>
Issued by <CARRNAME>

In consideration of the additional premium charged of \$< >, it is hereby agreed that, solely with respect to the coverage afforded under Insuring Agreement I.A. Occurrence-Based Professional Liability, the following individual(s) or entity(ies) is/are hereby added to Item 1.b. of the Declarations as an Additional Insureds, but only for **Claims** arising out of **Your Wrongful Acts**:

< LIST NAMEDS HERE>.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

**ADDITIONAL INSUREDS,
PROFESSIONAL LIABILITY COVERAGE ONLY**

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No. <POLICYNO>
Issued to <ACCTNAME>
Issued by <CARRNAME>

In consideration of the premium charged, it is hereby agreed that, solely with respect to the coverage afforded under Insuring Agreement I.A. Occurrence-Based Professional Liability, the definition of “**You** and **Your**” as set forth in Section VII. DEFINITIONS of the Policy, is amended to include an individual or entity other than **Your** employer or a **Patient**, which **You** are performing **Professional Services** on behalf of as an independent contractor or otherwise, but only for **Claims** arising out of **Your Wrongful Acts**.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

ADDITIONAL NAMED INSURED(S), ADDED MIDTERM

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No. <POLICYNO>
Issued to <ACCTNAME>
Issued by <CARRNAME>

In consideration of the additional premium charged of \$< >, it is hereby agreed that the following individual(s) is/are hereby added to Item 1.a. of the Declarations as an Additional Named Insureds:

< LIST NAMEDS HERE>.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

NAMED INSURED(S) DELETED MIDTERM

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No. <POLICYNO>
Issued to <ACCTNAME>
Issued by <CARRNAME>

In consideration of the return premium of \$< >, it is hereby agreed that the following individual(s) is/are hereby deleted from Item 1.a. of the Declarations and are no longer Additional Named Insureds under this Policy:

< LIST NAMES HERE>.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

AMEND DEFINITION OF "YOUR PROFESSION"

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No.	<POLICYNO>
Issued to	<ACCTNAME>
Issued by	<CARRNAME>

In consideration of the premium charged, it is hereby agreed that the definition of "**Your Profession**" as set forth in Section VII. DEFINITIONS of the Policy and Item 5. of the Declarations is amended to include the following activities:

<LIST COVERED ACTIVITIES>.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

DELETE PREMISES LIABILITY AND FIRE DAMAGE COVERAGE

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No. <POLICYNO>
Issued to <ACCTNAME>
Issued by <CARRNAME>

In consideration of the premium charged, it is hereby agreed that, Insuring Agreements I.B. OCCURRENCE-BASED PREMISES LIABILITY, and I.C.FIRE DAMAGE LEGAL LIABILITY, are deleted in their entirety from the Policy, and no coverage will be available under this Policy for loss or defense expenses from any **Claim** for which coverage would be provided thereunder.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

SPECIFIC INDIVIDUALS OR ENTITIES EXCLUDED FROM COVERAGE

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No.	<POLICYNO>
Issued to	<ACCTNAME>
Issued by	<CARRNAME>

In consideration of the premium charged, it is hereby agreed that:

No person or entity listed below is an insured under this Policy. Accordingly, no coverage will be available under this Policy for **Claims** against, or in any way involving, the following persons or entities:

< LIST SPECIFIC PERSONS OR ENTITIES >

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

INDEPENDENT CONTRACTOR COVERAGE

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No. <POLICYNO>
Issued to <ACCTNAME>
Issued by <CARRNAME>

In consideration of the premium charged, it is hereby agreed that, solely with respect to the coverage afforded under Insuring Agreement I.A. Occurrence-Based Professional Liability, the definition of **Employee** as set forth in Section VII.J. of the Policy, shall include an independent contractor engaged by the Named Insured to provide **Professional Services** pursuant to a written contract or agreement, but only if acting in his or her capacity as such at the time the **Wrongful Act** took place.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

EXCLUSION OF ACTIVITIES PERFORMED AS AN EMPLOYEE FOR A THIRD PARTY

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No. <POLICYNO>
Issued to <ACCTNAME>
Issued by <CARRNAME>

In consideration of the premium charged, it is hereby agreed that:

No coverage shall be available under this Policy for any **Claim** or **Occurrence** based upon, arising out of or in any way related to acts, errors or omissions of the following insured which arise out of the performance of professional services in his or her capacity as an employee for the entity specified:

Name of Insured	Employing Entity

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

SPECIFIC ACTIVITES OR SERVICES EXCLUDED FROM COVERAGE

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No. <POLICYNO>
Issued to <ACCTNAME>
Issued by <CARRNAME>

In consideration of the premium charged, it is hereby agreed that:

No coverage will be available under this Policy for any **Claim** based upon or arising out of, or in any way related to, the following types of services or activities by any of **You**, whether or not for a fee or other consideration:

< LIST TYPES OF ACTIVITIES OR SERVICES >.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

SPECIFIC CLAIMS EXCLUSION

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No.	<POLICYNO>
Issued to	<ACCTNAME>
Issued by	<CARRNAME>

In consideration of the premium charged, it is hereby agreed that:

We will not cover any **Claims** based on, directly or indirectly arising out of or resulting from or in any way involving <INSERT >.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

UNSUPERVISED PRACTICE EXCLUSION

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No. <POLICYNO>
Issued to <ACCTNAME>
Issued by <CARRNAME>

In consideration of the premium charged, it is hereby agreed that:

No coverage shall be available under this Policy for **Claims** arising out of or relating to any act, error or omission in the provision of services to **Patients**, which is:

- (1) unsupervised and/or independent; or
- (2) not supervised directly by **You** in accordance with the following:
 - (a) the supervising individual has a the appropriate education, training, certification or licensing required to provide such services;
 - (b) the supervising individual actively maintains his or her licensure status during the period in which the services are provided; and
 - (c) such supervision is conducted in compliance with all applicable state laws and regulations.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

ADDITIONAL INSURED(S) DELETED MIDTERM

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No.	<POLICYNO>
Issued to	<ACCTNAME>
Issued by	<CARRNAME>

In consideration of the return premium of \$< >, it is hereby agreed that the following individual(s) is/are hereby deleted from Item 1.b. of the Declarations and are no longer Additional Insureds under this Policy:

< LIST NAMES HERE>.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

AMEND DECLARATIONS

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No.	<POLICYNO>
Issued to	<ACCTNAME>
Issued by	<CARRNAME>

In consideration of the premium charged, ITEM < > of the Declarations page is hereby deleted in its entirety and replaced as follows:

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS STATE AMENDATORY ENDORSEMENT

This Endorsement , effective at 12:01AM on <TRXEFFDATE>, forms part of

Policy No. <POLICYNO>
Issued to <ACCTNAME>
Issued by <CARRNAME>

In consideration of the premium charged:

- I. Section VI. OTHER PROVISIONS AFFECTING COVERAGE, Paragraph L. Cancellation is replaced by the following:

“L. Cancellation and Nonrenewal

Cancellation by You

You may cancel this Policy by surrendering it to **Us** or to any of **Our** authorized agents, or by mailing **Us** written notice stating when thereafter the cancellation will be effective.

Cancellation by Us – All Policies In Effect For Sixty (60) Days Or Less

We may cancel this policy by mailing to **You** at the address shown in Item 1 of the Declarations written notice stating when, not less than twenty (20) days thereafter, such cancellation will be effective. However, if **You** have not paid a premium when due, **We** may cancel this Policy by mailing to **You** at the address shown in Item 1 of the Declarations written notice stating when, not less than ten (10) days thereafter, such cancellation will be effective.

Cancellation by US – All Policies in Effect For More Than Sixty (60) Days

If this Policy has been in effect for more than sixty (60) days, or is a renewal of a Policy **We** issued, **We** may cancel this Policy only upon the occurrence, after the effective date of the Policy, of one or more of the following:

- (1) Nonpayment of premium.
- (2) Discovery of fraud or material misrepresentation by:
 - (a) **You** in obtaining this insurance; or
 - (b) **You** in pursuing a claim under this Policy.
- (3) A substantial increase in any of the hazards insured against.
- (4) Any violation of local codes (such as local fire or building codes) with respect to any covered property or its occupancy that substantially increases any of the hazards insured against.
- (5) Physical changes in the property that increase any of the hazards insured against.

- (6) Nonpayment of membership dues required to issue or maintain the Policy.
- (7) A material violation by **You** of a material provision of the Policy.

We will mail or deliver advance written notice of cancellation to **You**, at the mailing address shown in the Policy at least ten (10) days before the effective date of cancellation if You have not paid a premium when due and at least twenty (20) days before the effective date of cancellation for all other reasons.

The mailing of the notice as stated above will be sufficient proof of notice. The time of surrender or the effective date of cancellation stated in the notice will become the end of the **Policy Period**. Delivery of written notice will be the equivalent of mailing.”

If **You** cancel this Policy, the unearned premium will be computed in accordance with the customary short rate table and procedure. If **We** cancel, unearned premium will be computed pro-rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

This amendatory endorsement shall supercede and take precedence over any provisions of this Policy or any endorsement to this Policy, whenever added, that are inconsistent with or contrary to the provisions of this amendatory endorsement.

All other terms, conditions, and limitations of this Policy shall remain unchanged.

Authorized Representative

SERFF Tracking Number: DRWN-125726593 *State:* Arkansas
Filing Company: Darwin Select Insurance Company *State Tracking Number:* EFT \$50
Company Tracking Number: 2008-7009-AR-F
TOI: 17.0 Other Liability - Claims Made/Occurrence *Sub-TOI:* 17.0019 Professional Errors & Omissions
Liability

Product Name: Allied Healthcare
Project Name/Number: Allied Healthcare/2008-7009-AR-F

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: DRWN-125726593 State: Arkansas
Filing Company: Darwin Select Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: 2008-7009-AR-F
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability
Product Name: Allied Healthcare
Project Name/Number: Allied Healthcare/2008-7009-AR-F

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 07/16/2008

Comments:

Attachment:

transmittal DSI Forms.pdf

Satisfied -Name: Form Filing Schedule **Review Status:** Approved 07/16/2008

Comments:

Attachment:

form filing schedule.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only

2. Insurance Department Use only	
a. Date the filing is received:	
b. Analyst:	
c. Disposition:	
d. Date of disposition of the filing:	
e. Effective date of filing:	
New Business	
Renewal Business	
f. State Filing #:	
g. SERFF Filing #:	
h. Subject Codes	

3. Group Name	Group NAIC #
Alleghany Corporation	0501

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Darwin Select Insurance Company	AR	24319	51-0331163	

5. Company Tracking Number	2008-7009-AR-F
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Elizabeth Stefanow, 9 Farm Springs Road, Farmington, CT 06032	Compliance Analyst	860-284-1978	860-284-1979	estefanow@darwinpro.com

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

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

9. Type of Insurance (TOI)	17
10. Sub-Type of Insurance (Sub-TOI)	17.0019
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	Allied Healthcare
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: Upon Approval Renewal: Upon Approval
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	N/A

17. Reference Organization # & Title	N/A
18. Company's Date of Filing	7/9/2008
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #	2008-7009-AR-F
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21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

Enclosed please find Darwin Select Insurance Company's Allied Heath Professionals Professional and Premises Liability Policy. The filing contained herein constitutes a new program for Darwin Select Insurance Company and does not replace any previous filed program.

The Allied Health Professionals Professional and Office Liability program will be sold exclusively through Professional Counselors Purchasing Group, Inc., a registered purchasing group in your state. The program is designed to provide professional and premises liability to physical therapists and related occupations (as specified herein).

We propose to begin using this program immediately upon your earliest review and approval.

22. Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
--

Check #: EFT
Amount: \$50

\$50 per form filing.

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

FORM FILING SCHEDULE

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

1.	This filing transmittal is part of Company Tracking #	2008-7009-AR-F			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	2008-7009-AR-R			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Allied Health Professionals Professional and Premises Liability Policy	DRWN C1000-PT (5/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Allied Health Professionals Professional and Premises Liability Insurance Policy Declarations	DRWN C1005-PT (6/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Physical Therapists and Related Occupations Application	DRWN C1010-PT (6/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Additional Insured(s), Added Midterm	ALL1001 (6/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Additional Insureds, Professional Liability Coverage Only	ALL1002 (6/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Additional Named Insured(s), Added Midterm	ALL1003 (6/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Named Insured(s) Deleted Midterm	ALL1004 (6/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Amend Definition of "Your Profession"	ALL1005 (6/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Delete Premises Liability and Fire Damage Coverage	ALL1006 (6/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Specific Individuals or Entities Excluded From Coverage	ALL1007 (6/008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11	Independent Contractor Coverage	ALL1008 (6/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
12	Exclusion of Activities Performed as an Employee for a Third Party	ALL1009 (6/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
13	Specific Activities or Services Excluded From Coverage	ALL1010 (6/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

Effective March 1, 2007

14	Specific Claims Exclusion	ALL1011 (6/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
15	Unsupervised Practice Exclusion	ALL 1012 (6/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
16	Additional Insured(s) Deleted Midterm	ALL1013 (6/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
17	Amend Declarations	ALL1093 (6/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
18	Arkansas State Amendatory Endorsement	ALL 0039 (6/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		