

SERFF Tracking Number: AGNY-125745892 State: Arkansas
Filing Company: Granite State Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: AIC-08-EO-14
TOI: 11.2 Medical Malpractice - Occurrence Only Sub-TOI: 11.2019 Optometry
Product Name: Optometrists Professional and General Liability Insurance Program
Project Name/Number: Optometrists Professional and General Liability Insurance Program/AIC-08-EO-14

Filing at a Glance

Company: Granite State Insurance Company
Product Name: Optometrists Professional and General Liability Insurance Program
TOI: 11.2 Medical Malpractice - Occurrence Only
Sub-TOI: 11.2019 Optometry
Filing Type: Form
Effective Date Requested (New): 08/22/2008
Effective Date Requested (Renewal): 08/22/2008
State Filing Description:

SERFF Tr Num: AGNY-125745892 State: Arkansas
SERFF Status: Closed State Tr Num: EFT \$50
Co Tr Num: AIC-08-EO-14 State Status: Fees verified and received
Co Status: Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
Author: Jameka Harris Disposition Date: 08/06/2008
Date Submitted: 07/24/2008 Disposition Status: Approved
Effective Date (New):
Effective Date (Renewal):

General Information

Project Name: Optometrists Professional and General Liability Insurance Program
Project Number: AIC-08-EO-14
Reference Organization: N/A
Reference Title: N/A
Filing Status Changed: 08/06/2008
State Status Changed: 08/06/2008
Corresponding Filing Tracking Number:
Filing Description:

Status of Filing in Domicile: Pending
Domicile Status Comments:
Reference Number: N/A
Advisory Org. Circular: N/A
Deemer Date:

Granite State Insurance Company (the "Company") submits for your approval the attached forms and rate plan addendum for use with their Optometrists Professional and General Liability Insurance Program. It was the Company's initial intent to provide Optometrists coverage utilizing the forms filed with its General Healthcare Providers Program (GHPP). The Company now proposes to utilize the forms included in this submission rather than the forms filed with its GHPP for the Optometrists Professional and General Liability Insurance Program. To date, the Company has not

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written any coverage for Optometrists under the GHPP.

The filing will be rated using the rating methodology in the Optometrists Rate Page Addendum currently on file (Our File No. AIC-07-EO-24) and the Optometrists General Liability Rate Plan Addendum included in this submission.

Please refer to the attached forms listing, explanatory memorandum and manual page (filed separately) for information about all of the forms and rules included in this submission.

Your favorable consideration and approval are respectfully requested.

Company and Contact

Filing Contact Information

Jameka Harris, Filings Analyst
 175 Water Street, 17th Floor
 New York, NY 10038
 jameka.harris@aig.com
 (212) 458-7056 [Phone]
 (212) 458-7077[FAX]

Filing Company Information

Granite State Insurance Company
 70 Pine Street
 New York, NY 10270
 (212) 770-7000 ext. [Phone]
 CoCode: 23809
 Group Code:
 Group Name:
 FEIN Number: 02-0140690
 State of Domicile: Pennsylvania
 Company Type:
 State ID Number:

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Granite State Insurance Company	\$50.00	07/24/2008	21588878

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	08/06/2008	08/06/2008

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Follow up	Note To Reviewer	Jameka Harris	07/31/2008	07/31/2008

SERFF Tracking Number: *AGNY-125745892* *State:* *Arkansas*
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Disposition

Disposition Date: 08/06/2008

Effective Date (New):

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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	Forms Listing	Approved	Yes
Form	Optometrists PL/GL/Administrative Proceedings - Declarations - Occurrence	Approved	Yes
Form	Optometrists Professional Liability Coverage Part - Occurrence	Approved	Yes
Form	Optometrists General Liability Coverage Part - Occurrence	Approved	Yes
Form	Optometrists Administrative Proceedings Coverage Part - Defense Costs Only	Approved	Yes
Form	Optometrists Coverage General Policy Provisions and Conditions Applicable to All Coverage Parts	Approved	Yes
Form	Optometrists PL/GL Application - Occurrence	Approved	Yes
Form	Additional Insureds PL/GL Occurrence Endorsement	Approved	Yes
Form	Additional Insureds Lessors of Premises & Lessors of Leased Equipment Endorsement	Approved	Yes
Form	Additional Insureds PL Occurrence Endorsement	Approved	Yes
Form	Additional Insureds GL Occurrence Endorsement	Approved	Yes
Form	Extension of Policy Period Endorsement	Approved	Yes
Form	Deletion of Endorsement	Approved	Yes
Form	Coverage Territory (OFAC) Amendatory Endorsement	Approved	Yes
Form	Schedule of Locations Endorsement	Approved	Yes
Form	Premium Change Endorsement	Approved	Yes
Form	Return Premium Endorsement	Approved	Yes
Form	Schedule of Locations Endorsement	Approved	Yes
Form	Changes to Schedule of Named Insureds Amendatory Endorsement	Approved	Yes
Form	Schedule of Named Insureds	Approved	Yes

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Form

Form

AR Cancellation/Nonrenewal
Endorsement

Approved

Yes

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Note To Reviewer

Created By:

Jameka Harris on 07/31/2008 01:21 PM

Subject:

Follow up

Comments:

This is a follow-up to our filing submission. The filing is being amended to add that the Optometrists Professional and General Liability Insurance Program is being offered on behalf of the American Medical Professional Alliance Risk Purchasing Group.

Kind Regards,

Jameka Y. Harris

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Optometrists PL/GL/Administrative Proceedings - Declarations - Occurrence	97820	(6/08)	Declaration New s/Schedule		0.00	97820 (6-08) Declarations.pdf
Approved	Optometrists Professional Liability Coverage Part - Occurrence	97822	(6/08)	Policy/Coverage New Form		0.00	97822 (6-08) Professional Liability Coverage Part-OCC.pdf
Approved	Optometrists General Liability Coverage Part - Occurrence	97826	(4/08)	Policy/Coverage New Form		0.00	97826 (4-08) General Liability Coverage Part-OCC.pdf
Approved	Optometrists Administrative Proceedings Coverage Part - Defense Costs Only	97819	(6/08)	Policy/Coverage New Form		0.00	97819 (6-08) Administrative Proceedings Coverage Part.pdf
Approved	Optometrists Coverage General Policy Provisions and Conditions Applicable to All Coverage Parts	97821	(4/08)	Policy/Coverage New Form		0.00	97821 (4-08) General Policy Provisions and Conditions.pdf
Approved	Optometrists PL/GL Application -	96353	(5/08)	Application/ Replaced Binder/Enrollment	Replaced Form #:0.00 96353 (10/07) Previous Filing #:		96353(5-08)-Application-Occ.pdf

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Occurrence				AIC-07-EO-24		
Approved	Additional Insureds PL/GL Occurrence Endorsement	97815	(4/08)	Endorsement/Amendment/Conditions	0.00	97815 (4-08) Additional Insured End of Policy (OptPL-GL).pdf
Approved	Additional Insureds Lessors of Premises & Lessors of Leased Equipment Endorsement	97816	(4/08)	Endorsement/Amendment/Conditions	0.00	97816 (4-08) Addtl Insured - Lessor Prem Leased Equip -(OptGL).pdf
Approved	Additional Insureds PL Occurrence Endorsement	97817	(4/08)	Endorsement/Amendment/Conditions	0.00	97817 (4-08) Additional Insured End of Policy (OptPL).pdf
Approved	Additional Insureds GL Occurrence Endorsement	97818	(4/08)	Endorsement/Amendment/Conditions	0.00	97818 (4-08) Additional Insured End of Policy (OptGL).pdf
Approved	Extension of Policy Period Endorsement	97823	(4/08)	Endorsement/Amendment/Conditions	0.00	97823 (4-08) Extension of Policy Period.pdf
Approved	Deletion of Endorsement	97824	(4/08)	Endorsement/Amendment/Conditions	0.00	97824 (4-08) Deletion of Endt.pdf
Approved	Coverage Territory (OFAC) Amendatory Endorsement	97825	(4/08)	Endorsement/Amendment/Conditions	0.00	97825 (4-08) Coverage Territory Amend Endt-OFAC-WWBroughtl N US.pdf
Approved	Schedule of Locations Endorsement	97827	(4/08)	Endorsement/Amendment/Conditions	0.00	97827 (4-08) Schedule Named Locations (PLGL).pdf

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Approved	Premium Change Endorsement	97828	(4/08)	Endorsement/Amendment/Conditions	0.00	97828 (4-08) PremiumChangeEndt.pdf
Approved	Return Premium Endorsement	97829	(4/08)	Endorsement/Amendment/Conditions	0.00	97829 (4-08) ReturnPremiumEndt.pdf
Approved	Schedule of Locations Endorsement	97830	(4/08)	Endorsement/Amendment/Conditions	0.00	97830 (4-08) ScheduleExcludedEntities.pdf
Approved	Changes to Schedule of Named Insureds Amendatory Endorsement	97831	(4/08)	Endorsement/Amendment/Conditions	0.00	97831 (4-08) ScheduleNamedInsuredsAmend(PLGL-CM).pdf
Approved	Schedule of Named Insureds	97832	(4/08)	Endorsement/Amendment/Conditions	0.00	97832 (4-08) ScheduleNamedInsureds(PLGL-OCC).pdf
Approved	AR Cancellation/Nonrenewal Endorsement	83675	(11/03)	Cancellation/Nonrenewal Notice		83675 (11-03) Arkansas Amendatory Endorsement.pdf



GRANITE STATE INSURANCE COMPANY

2704 Commerce Drive, Suite B, Harrisburg, PA 17110

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

(A Capital Stock Company)

OPTOMETRISTS PROFESSIONAL LIABILITY - OCCURRENCE

OPTOMETRISTS GENERAL LIABILITY – OCCURRENCE

OPTOMETRISTS ADMINISTRATIVE PROCEEDINGS – DEFENSE COSTS ONLY

DECLARATIONS

Various provisions in the General Policy Provisions and Conditions and Coverage Parts restrict coverage. Please read all General Policy Provisions and Conditions and Coverage Parts carefully to determine rights, duties, and what is and what is not covered. A complete Policy includes the Declarations, General Policy Provisions and Conditions, and the applicable Coverage Parts.

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

Item 1. FIRST NAMED INSURED:

Item 2. ADDRESS:

Item 3. POLICY PERIOD: From: _____ To: _____
at 12:01 a.m. Standard Time at your mailing address shown above.

Item 4. DESCRIPTION OF OPERATIONS:

Item 5. LIMITS OF INSURANCE

(a) Optometrists Professional Liability	
Each Medical Incident Per Insured Optometrist Limit	\$XXX.XXX.XXX
Each Medical Incident All Other Non-Optometrist Insureds Combined Limit	\$XXX.XXX.XXX
Insured Optometrist Aggregate Limit	\$XXX.XXX.XXX
All Other Optometrist Insureds Aggregate Limit	\$XXX.XXX.XXX
Deductible	\$XXX.XXX.XXX
Deductible Aggregate	\$XXX.XXX.XXX
(b) Optometrists General Liability	
Aggregate Limit	\$XXX.XXX.XXX
Personal and Advertising Injury Limit	\$XXX.XXX.XXX
Each Occurrence Limit	\$XXX.XXX.XXX
Fire Damage Limit	\$XXX.XXX.XXX
Medical Expense Limit	\$XXX.XXX.XXX
Deductible	\$XXX.XXX.XXX
Deductible Aggregate	\$XXX.XXX.XXX
(c) Optometrists Administrative Proceedings – Defense Costs Only	
Each Administrative Proceeding Limit	\$XXX.XXX.XXX
Administrative Proceeding Aggregate Limit	\$XXX.XXX.XXX
Deductible	\$XXX.XXX.XXX
Deductible Aggregate	\$XXX.XXX.XXX
(d) Policy Aggregate Limit – Applicable to All Coverage Parts	\$XXX.XXX.XXX

Item 6. PREMIUM

Premium \$ _____

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

Item 8. PRODUCER NAME AND ADDRESS

By _____ By _____
Countersignature (In States Where Applicable) Authorized Representative



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***OPTOMETRISTS PROFESSIONAL LIABILITY
OCCURRENCE COVERAGE PART***

I. INSURING AGREEMENT

Optometrists Professional Liability

We will pay those sums that an **Insured** becomes legally obligated to pay others as damages resulting from a **medical incident** arising out of **professional services**. The amount we will pay for damages is limited as described in Section IV., LIMITS OF INSURANCE. The **medical incident** must take place during the **policy period**. A **claim** for a **medical incident** must be made within the coverage territory.

No other obligation to pay sums or perform acts or services is covered unless explicitly provided for under Section II. DEFENSE AND OTHER PAYMENTS UNDER THIS POLICY – ALL COVERAGE PARTS of the GENERAL POLICY PROVISIONS AND CONDITIONS.

II. WHO IS AN INSURED

The following are **Insureds** under this Coverage Part:

- A. **You**, which means the **First Named Insured** and any other Named Insured.
- B. A partnership or joint venture, but only if the partnership or joint venture is specifically listed as a Named Insured. The partnership's partners or joint venture's members are also **Insureds**, but only with respect to the conduct of **your** business. No person or organization is an **Insured** with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations
- C. A limited liability company, but only if the limited liability company is specifically listed as a Named Insured. The limited liability company's members are also **Insureds**, but only with respect to the conduct of **your** business. **Your** managers are **Insureds** but only with respect to their duties as **your** managers.
- D. If **you** are designated in the Declarations as other than partnership, joint venture or limited liability company, the organization so designated and any **executive officer**, director or stockholder thereof while acting within the scope of his duties for **you**.
- E. **Your Insured Optometrists**.

- F. **Your employees**, other than **your Insured Optometrists**, but only for acts within the scope of their employment by **you** or while performing duties related to the conduct of **your** business.
- G. Any **Insured Optometrist** or any of **your** other employed or contracted healthcare providers for the providing of **professional services** as a Good Samaritan away from **your** premises in sudden and unforeseen emergencies outside the scope of his or her patient care duties for **you**, provided that, no remuneration is demanded, expected or received.
- H. Members of **your** boards and committees, but only for conduct arising out of their duties as board or committee members.
- I. Any **Insured Optometrist** while acting as a member of any committee of any licensed hospital or other healthcare facility, professional medical association or society or of a legally constituted professional standards review organization at **your** request.
- J. Any **locum tenens** healthcare professional engaged to act on **your** behalf as a replacement while an **insured** or and **Insured Optometrist** is temporarily absent from professional practice, for not more than ninety (90) days total during any one **Policy Period** and only while acting within the scope of their employment by **you**.
- K. Any student enrolled in a training program in connection with **your** professional services, but only when acting within the scope of his or her duties and at **your** direction.
- L. Any of **your** authorized volunteer workers, other than a healthcare provider, but only while acting within the scope of their duties as such and at **your** direction.
- M. **Your** superintendents, administrators, directors, department heads, medical directors and heads of the medical staff, but only in their capacity as such.
- N. **Your** trustees and governors, but only for the conduct of **your** business within the course and scope of their employment or their duties as trustees or governors.

III. EXCLUSIONS

This insurance does not apply to any **medical incident, claim** or **suit** arising out of:

A. Contractual Liability

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

This exclusion does not apply to:

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

2. Liability **you** assume in a written contract with:

- a. A Health Maintenance Organization;
- b. A Preferred Provider Organization;
- c. An Independent Practice Association; or
- d. Any other similar organization;

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

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

B. Unfair Trade Practices

Any allegations of price fixing, unfair competition or trade practices; a dispute over fees, income or revenue; the inducement to enter into, the interference with or the dissolution or termination of any business or economic relationship; or violations of any federal, state or local law (including but not limited to Title 15 of the United States Code or any similar state statute) that prohibits the unlawful restraint of trade, business or profession.

This exclusion shall not apply to allegations of restraint of trade, business or profession arising out of the activities of the **Insured's** professional boards or committees as described in Section II., Who Is An Insured, K. provided that settlement thereof or final judgment rendered therein does not affirm a violation of law; regardless of such final settlement or adjudication, **we** will provide a defense as to such allegations.

C. U.S. Department of Health & Human Services (HHS)

Any administrative or judicial hearings pertaining to Medicare/Medicaid fraud or any other hearing initiated against an Insured by HHS or by any utilization or quality review organization under contract with HHS.

This exclusion does not apply to HHS proceedings that allege the violation of the Emergency Medical Treatment and Labor Act.

D. Workers Compensation and Similar Laws

Any obligation an **Insured** has under a workers compensation, disability benefits, or unemployment compensation law or any similar law.

E. Employer's Liability

1. **Bodily Injury** to an **employee** of **yours** arising out of and in the course of:
 - a. Employment by **you**; or
 - b. While performing duties related to the conduct of **your** business; or
2. **Claims** or **suits** by a spouse, child, parent, grandparent, brother, or sister of that **employee** as a consequence of sub-paragraph a. above.

This exclusion applies:

1. Whether **you** may be liable as an employer or in any other capacity; and
2. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

F. Employment Practices

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

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

G. ERISA

Employee Retirement Income Security Act (ERISA) of 1974 or amendments thereto, or any similar state law.

H. War

War, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

I. Dishonest Practices

Dishonest, fraudulent, criminal or malicious acts, errors, or omissions; however, **we** will defend civil **claims** alleging such acts, errors or omissions until final adjudication.

J. Pollution

1. The actual, alleged, or threatened, discharge, dispersal, seepage, migration, release, or escape of **pollutants**;
2. Any direction, request, demand, order or statutory or regulatory requirement to test for, monitor, investigate, cleanup, remove, contain, treat, detoxify, or neutralize **pollutants** or in any way respond to or assess the effects of **pollutants**; or
3. Any cost, charge, expense or request for reimbursement arising out of 1. or 2. above.

K. Nuclear Hazards

Nuclear fission, nuclear fusion or radioactive contamination.

This exclusion does not apply to **bodily injury** to a **patient** arising out of the practice of Nuclear Medicine.

L. Asbestos

The manufacture, mining, use, sale, installation, removal, abatement, clean-up, distribution or exposure to asbestos, asbestos containing waste materials, asbestos waste, asbestos fibers, asbestos products and asbestos dust.

M. Sexual Misconduct

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

1. Any Specific Individual **Insured** who allegedly committed such sexual misconduct, unless it is judicially determined that the Specific Individual **Insured** committed the sexual misconduct. If it is judicially determined that the Specific Individual **Insured** committed the sexual misconduct we will not pay any damages.
2. Any other **Insured**, unless that **Insured**:
 - a. knew or should have known about the sexual misconduct allegedly committed by the Specific Individual **Insured**, but failed to prevent or stop it; or
 - b. knew or should have known that the Specific Individual **Insured** who allegedly committed the sexual misconduct had a prior history of such sexual misconduct.

We will defend **claims** alleging such acts until final adjudication.

As used in this exclusion, Specific Individual **Insured** includes employees and authorized volunteer workers while performing duties related to the conduct of **your** business.

N. Discrimination/Humiliation

Discrimination based on, but not limited to race, color, creed, sex, religion, age, national origin, physical impairment, sexual preference, nor any **claims** involving humiliation or mental anguish, arising out of such discrimination whether or not for alleged violation of any federal, state or local government law or regulation prohibiting such discrimination.

O. Expected Or Intended Injury

Damages or harm expected or intended from an **Insured's** standpoint.

P. Other Coverage Parts

Any **claims** or **suits** brought under any Coverage Part of this Policy other than this OPTOMETRISTS PROFESSIONAL LIABILITY OCCURRENCE COVERAGE PART.

Q. Insured vs. Insured

Any **claims** made by one **Insured** against another **Insured**.

This exclusion does not apply to:

1. Services by any person as a member of **your** formal accreditation, standards review or similar professional board or committee otherwise covered by this Policy; or
2. **Medical incidents** involving **your** employees, students, volunteers or others that are considered within the policy definition of **insureds** when they are registered as **patients** or when they are not acting within the scope of their duties for **you**.

R. Penalties

Any fines or penalties.

S. Violation of Statutes

Any claims arising from violation of any statute, ordinance, rule or regulation.

T. Current or Past Partnerships or Joint Ventures

Arising out of any current or past partnership or joint venture not named as an **Insured** in this policy.

U. Surgical Procedures

Any **claims** arising out of the performance of any surgical procedures including, but not limited to laser surgery.

V. Physicians

Any **claims** against any physician or surgeon.

IV. LIMITS OF INSURANCE

The Limits of Insurance shown in Item 5.(a) of the Declarations apply as follows:

- A. The Limit of Insurance stated for each **medical incident** is the most we will pay for damages under Section I. INSURING AGREEMENT – OPTOMETRISTS PROFESSIONAL LIABILITY for a single **medical incident** regardless of the number of **claims** made or **suits** brought; or persons or organizations making **claims** or bringing **suits**. This limit shall apply separately:
1. To each **Insured Optometrist** as stated in Section II. WHO IS AN INSURED, E. and G. through J.; however any **locum tenens** and the **Insured Optometrist** for whom the **locum tenens** is substituting will share the same Limit of Insurance; and
 2. To all Named Insureds and all additional **Insureds** collectively, other than **Insured Optometrists**. This limit applies regardless of the number of **Insureds** who are covered under this Policy.
- B. The Limit of Insurance stated for the **medical incident** aggregate is the most we will pay for damages under Section I. INSURING AGREEMENT – OPTOMETRISTS PROFESSIONAL LIABILITY for each **policy period**. This limit shall apply separately:
1. To each **Insured Optometrist** as stated in Section II. WHO IS AN INSURED, E. and G. through J., however any **locum tenens** and the **Insured Optometrist** for whom the **locum tenens** is substituting will share the same Limit of Insurance;
 2. To all Named Insureds and all additional **Insureds** collectively, other than **Insured Optometrists**. This limit applies regardless of the number of **Insureds** who are covered under this Policy.
- C. The Limit of Insurance shown in Item 5.(d) of the Declarations for the Policy Aggregate Limit is the most **we** will pay for all damages under this policy.
- D. Subject to paragraph A., B. and C. above, all **claims** arising from one **medical incident** or a series of related **medical incidents** to any one **patient** shall be deemed to have

occurred at the time of the first **medical incident** regardless of the number of claimants, or the number of **Insureds** against whom such **claims** are made.

- E. If the **policy period** is extended for an additional period of less than 12 months, the additional period will be deemed part of the policy period for purposes of determining the Limits of Insurance.

V. DEDUCTIBLE

- A. The **First Named Insured** shall be responsible for the deductible amount shown in the Declarations. Expenses **we** incur in investigating and defending **claims** and **suits** are included in the deductible. The deductible applies to each **medical incident** and the **First Named Insured** shall not insure against it without **our** written consent. All **claims** arising from a single **medical incident** or from continuous, related, or repeated **medical incidents** shall be subject to one deductible regardless of the number of **Insureds** against whom such **claims** are made.
- B. The deductible aggregate show in Item 5.(a) of the Declarations is the maximum amount of deductibles for which the Named Insured will be responsible for all **medical incidents** occurring during the **policy period**.
- C. **We** may pay all or part of the deductible to settle a **claim** or **suit**. The **First Named Insured** agrees to repay **us** promptly after **we** notify the **First Named Insured** of the settlement.

VI. ADDITIONAL CONDITIONS APPLICABLE TO THIS COVERAGE PART

In addition to the GENERAL POLICY PROVISIONS AND CONDITIONS - Section III. CONDITIONS APPLICABLE TO ALL COVERAGE PARTS, the following Conditions apply to this Coverage Part:

A. Duties In the Event Of A Claim, Suit, or Medical Incident

- 1. If during the **policy period**, the **First Named Insured** shall become aware of any **medical incident** which may reasonably be expected to give rise to a **claim** being made against any **Insured**, the **First Named Insured** must notify **us** in writing as soon as practicable. To the extent possible, notice should include:
 - a. How, when, and where the **medical incident** took place;
 - b. The names and addresses of any injured persons and witnesses; and
 - c. The nature and location of any injury or damage arising out of the **medical incident**.

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

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

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

2. If a **claim** or **suit** is brought against an **Insured** arising out of a **medical incident**, the **First Named Insured** must:
 - a. Immediately record the specifics of the **claim** or **suit** and the date received;
 - b. Provide **us** with written notice of the **claim** or **suit** as soon as practicable; and
 - c. Immediately send **us** copies of any demands, notices, summonses, or legal papers received in connection with the **claim** or **suit**.



GRANITE STATE INSURANCE COMPANY

2704 Commerce Drive, Suite B, Harrisburg, PA 17110

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

(A Capital Stock Company)

***OPTOMETRISTS GENERAL LIABILITY
OCCURRENCE COVERAGE PART***

I. INSURING AGREEMENTS

A. Bodily Injury and Property Damage

We will pay those sums that an **Insured** becomes legally obligated to pay as damages because of **bodily injury** or **property damage** to which this Coverage Part applies. The amount we will pay for damages is limited as described in Section IV., LIMITS OF INSURANCE.

This Coverage Part applies to **bodily injury** and **property damage** only if:

1. The **bodily injury** or **property damage** is caused by an **occurrence** that takes place in the coverage territory; and
2. The **bodily injury** or **property damage** occurs during the **policy period**.

B. Personal and Advertising Injury

We will pay those sums that an **Insured** becomes legally obligated to pay as damages because of **personal and advertising injury** to which this Coverage Part applies. The amount we will pay for damages is limited as described in Section IV., LIMITS OF INSURANCE.

This Coverage Part applies to **personal and advertising injury** only if:

1. **Personal injury** is caused by an offense arising out of **your** business, excluding advertising, publishing, broadcasting or telecasting done by **you** or on **your** behalf;
2. **Advertising injury** is caused by an offense committed in the course of advertising your goods, products or services;

but only if the offense was committed in the coverage territory during the **policy period**.

C. Medical Expenses

We will pay medical expenses as described below for **bodily injury** caused by an **occurrence**:

1. On premises **you** own or rent;
2. On ways next to premises **you** own or rent; or
3. Because of **your** operations;

Provided that:

1. The occurrence takes place in the coverage territory and during the **policy period**;
2. The expenses are incurred and reported to **us** within one year of the date of the occurrence; and
3. The injured person submits to examination, at **our** expense, by physicians of **our** choice as often as **we** reasonably require.

We will make these payments regardless of fault. The amount **we** will pay for damages is limited as described in Section IV., LIMITS OF INSURANCE. **We** will pay reasonable expenses for:

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

II. WHO IS AN INSURED

The following are **Insureds** under this Coverage Part:

- A. **You**, which means the **First Named Insured** and any other Named Insured.
- B. A partnership or joint venture, but only if the partnership or joint venture is specifically listed as a Named Insured. The partnership's partners or joint venture's members are also **Insureds**, but only with respect to the conduct of **your** business. No person or organization is an **Insured** with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.
- C. A limited liability company, but only if the limited liability company is specifically listed as a Named Insured. The limited liability company's members are also **Insureds**, but only with respect to the conduct of **your** business. **Your** managers are **Insureds** but only with respect to their duties as **your** managers.
- D. If **you** are designated in the Declarations as other than partnership, joint venture or limited liability company, the organization so designated and any **executive officer**, director or stockholder thereof while acting within the scope of his duties for **you**.

E. **Your Insured Optometrists.**

F. **Your** employees, other than **your Insured Optometrists**, but only for acts within the scope of their employment by **you** or while performing duties related to the conduct of **your** business.

No **employee**, however, is an **Insured** for:

1. **Bodily injury, personal and advertising injury:**

- a. To **you**, to **your** partners or members (if **you** are a partnership or joint venture), to **your** members (if **you** are a limited liability company), or to a co-employee while in the course of his or her employment or while performing duties related to the conduct of **your** business;
- b. To the spouse, child, parent, grandparent, brother, or sister of that co-employee as a consequence of paragraph 1.a. above;
- c. For which there is an obligation to share damages with or repay another who must pay damages due to an injury described in 1.a. or 1.b. above; or
- d. Arising out of his or her providing or failing to provide professional healthcare services.

2. **Property Damage** to property:

- a. Owned, occupied, or used by, or
- b. Rented to, in the care of, custody or control of, or over which physical control is being exercised for any purpose by,

you, any of **your** employees, any partner or member (if **you** are a partnership or a joint venture), or any member (if **you** are a limited liability company).

G. Members of **your** boards and committees, but only for conduct arising out of their duties as board or committee members.

H. Any **Insured Optometrist** while acting as a member of any committee of any licensed hospital or other healthcare facility, professional medical association or society or of a legally constituted professional standards review organization at **your** request.

I. Any **locum tenens** healthcare professional engaged to act on **your** behalf as a replacement while an **Insured** or **Insured Optometrist** is temporarily absent from professional practice, for not more than ninety (90) days total during any one **Policy Period** and only while acting within the scope of their employment by you.

J. Any student enrolled in a training program in connection with **your** professional services, but only when acting within the scope of his or her duties and at **your** direction.

- K. Any of **your** authorized volunteer workers, other than a healthcare provider, but only while acting within the scope of their duties as such and at **your** direction.
- L. **Your** superintendents, administrators, directors, department heads, medical directors and heads of the medical staff, but only in their capacity as such.
- M. **Your** trustees and governors, but only for the conduct of **your** business within the course and scope of their employment or their duties as trustees or governors.
- N. Any person (other than **your** employee) or any organization while acting as **your** real-estate manager.
- O. With respect to **mobile equipment** registered in **your** name under any motor vehicle registration law, any person is an **Insured** while driving such equipment along a public highway with **your** permission. Any other person or organization responsible for the conduct of such person is also an **Insured**, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. No person or organization, however, is an **Insured** with respect to:
 1. **Bodily injury** to a co-employee of the person driving the equipment; or
 2. **Property damage** to property owned by, rented to, occupied by **you**, in **your** charge, or by the employer of any person who is an **Insured** under this provision.

III. EXCLUSIONS

This insurance does not apply to any **occurrence, claim** or **suit** arising out of:

A. Workers Compensation and Similar Laws

Any obligation an **Insured** has under a workers compensation, disability benefits, or unemployment compensation law or any similar law.

B. Employer's Liability

1. **Bodily Injury** to an **employee of yours** arising out of and in the course of:
 - a. Employment by **you**; or
 - b. Performing duties related to the conduct of **your** business; or
 - c. Any Occupational Disease; or
2. Any **claims** or **suits** brought by a spouse, child, grandparent, parent, brother, or sister of that **employee** as a consequence of paragraph 1. above.

This exclusion applies:

1. Whether **you** may be liable as an employer or in any other capacity; and
2. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by **you** under an **insured contract**.

C. Damage to Property

Property damage to:

1. Property **you** own, rent, or occupy;
2. Premises **you** sell, give away or abandon, if the **property damage** arises out of any part of those premises;
3. Property loaned to **you**;
4. Personal property in **your** care, custody, or control;
5. That particular part of the real property on which **you** or any contractors or subcontractors working directly or indirectly on **your** behalf are performing operations, if the **property damage** arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

With respect to any **Property Damage** Coverage of this Policy:

Paragraph 2. of this exclusion does not apply if the premises are **your work** and were never occupied, rented or held for rental by **you**.

Paragraphs 3., 4., 5., and 6. of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6. of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

D. War

War, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

E. Pollution

1. The actual, alleged, or threatened, discharge, dispersal, seepage, migration, release, or escape of **pollutants**;
2. Any direction, request, demand, order or statutory or regulatory requirement to test for, monitor, investigate, cleanup, remove, contain, treat, detoxify, or neutralize **pollutants** or in any way respond to or assess the effects of **pollutants**; or
3. Any cost, charge, expense or request for reimbursement arising out of 1. or 2. above.

This exclusion shall not apply to damages arising out of heat, smoke or fumes from a **hostile fire**. As used in this exclusion, **hostile fire** means a fire which becomes uncontrollable or breaks out from where it was intended to be.

F. Employment Practices

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

G. Dishonest Practices

Dishonest, fraudulent, criminal or malicious acts, errors, or omissions; however, **we** will defend civil **claims** alleging such acts, errors or omissions until final adjudication.

H. Nuclear Hazards

Nuclear fission, nuclear fusion or radioactive contamination.

I. Asbestos

The manufacture, mining, use, sale, installation, removal, abatement, clean-up, distribution or exposure to asbestos, asbestos containing waste materials, asbestos waste, asbestos fibers, asbestos products and asbestos dust.

J. Sexual Misconduct

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

1. Any Specific Individual **Insured** who allegedly committed such sexual misconduct, unless it is judicially determined that the Specific Individual **Insured** committed the sexual misconduct. If it is judicially determined that the Specific Individual **Insured**

committed the sexual misconduct we will not pay any damages.

2. Any other **Insured**, unless that **Insured**:

- a. knew or should have known about the sexual misconduct allegedly committed by the Specific Individual **Insured**, but failed to prevent or stop it; or
- b. knew or should have known that the Specific Individual **Insured** who allegedly committed the sexual misconduct had a prior history of such sexual misconduct.

We will defend **claims** alleging such acts until final adjudication.

As used in this exclusion, Specific Individual **Insured** includes employees and authorized volunteer workers while performing duties related to the conduct of **your** business.

K. ERISA

The Employee Retirement Income Security Act (ERISA) of 1974 or amendments thereto, or any similar state law.

L. Discrimination/Humiliation

Discrimination based on, but not limited to race, color, creed, sex, religion, age, national origin, physical impairment, sexual preference, nor any **claims** involving humiliation or mental anguish, arising out of discrimination whether or not for alleged violation of any federal, state or local government law or regulation prohibiting such discrimination.

M. **Insured** vs. **Insured**

Any **claims** made by one **Insured** against another **Insured**.

This exclusion does not apply to **occurrences** involving **your** employees, students, volunteers or others that are considered within the policy definition of **insureds** when they are registered as **patients** or when they are not acting within the scope of their duties on behalf of the Named Insured. However, this exception does not apply to any **insured** for which Workers Compensation applies.

N. Other Coverage Parts

Any **claims** or **suits** brought under any Coverage Part of this Policy other than this OPTOMETRISTS GENERAL LIABILITY OCCURRENCE COVERAGE PART.

O. Professional Services

The rendering of or failure to render **professional services**, or any act, error, or omission, malpractice or mistake of a professional nature committed by or on behalf of the **Insured** in the conduct of any of the **Insured's** business activities.

P. Unfair Trade Practices

Any allegations of price fixing, unfair competition or trade practices; a dispute over fees, income or revenue; the inducement to enter into, the interference with or the dissolution or termination of any business or economic relationship; or violations of any federal, state or local law (including but not limited to Title 15 of the United States Code or any similar state statute) that prohibits the unlawful restraint of trade, business or profession.

Q. U.S. Department of Health & Human Services (HHS)

Any administrative or judicial hearings pertaining to Medicare/Medicaid fraud or any other hearing initiated against an Insured by HHS or by any utilization or quality review organization under contract with HHS.

This exclusion does not apply to HHS proceedings that allege the violation of the Emergency Medical Treatment and Labor Act.

R. Expected Or Intended Injury

Damages or harm expected or intended from an **Insured's** standpoint. This exclusion does not apply to **bodily injury** resulting from the use of reasonable force to protect persons or property.

S. Contractual Liability

Liability arising from **bodily injury** or **property damage** for which **you** are obligated to pay damages by reason of the assumption of liability in a contract or agreement except an **insured contract**. This exclusion does not apply to liability for damages:

1. That **you** would have in the absence of the contract or agreement; or
2. Assumed in a contract or agreement that is an **insured contract**, provided the **bodily injury** or **property damage** occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an **insured contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be damages because of **bodily injury** or **property damage**, provided:
 - a. Liability to such party for, or for the cost of, that party's defense has also been assumed in the same **insured contract**; and
 - b. Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

T. Damage to **Your Product**

Property damage to your product arising out of it or any part of it.

U. Damage to **Your Work**

Property damage to your work arising out of it or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on **your** behalf by a subcontractor.

V. Damage to **Impaired Property** or Property Not Physically Injured

Property damage to impaired property or property that has not been physically injured, arising out of:

1. A defect, deficiency, inadequacy or dangerous condition in **your product** or **your work**; or
2. A delay or failure by **you** or anyone acting on **your** behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to **your product** or **your work** after it has been put to its intended use.

W. Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by **you** or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

1. **Your product**,
2. **Your work**, or
3. **Impaired property**,

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy, or dangerous condition in it.

X. Liquor Liability

Bodily injury or **property damage** for which an **Insured** may be held liable by reason of:

1. Causing or contributing to the intoxication of any person;

2. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
3. Any statute, ordinance, or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if **you** are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

Y. Aircraft, Auto, or Watercraft

Ownership, maintenance, use or entrustment to others of any aircraft, **auto**, or watercraft owned or operated by or rented or loaned to **you**. Use includes operation and **loading** or **unloading**.

This exclusion shall not apply to:

1. A watercraft while ashore on premises **you** own or rent;
2. A watercraft **you** do not own that is:
 - a. Less than 26 feet long; and
 - b. Not being used to carry persons or property for a charge;
3. Parking an **auto** on, or on the ways next to premises **you** own or rent, provided the **auto** is not owned by or rented or loaned to **you**;
4. Liability assumed under any **insured contract** for the ownership, maintenance or use of aircraft or watercraft;
5. The operation of any of the equipment listed in paragraph 6.b. or 6.c. of the definition of **mobile equipment**; or
6. **Loading** or **unloading** of **patients**.

Z. Mobile Equipment

1. The transportation of **mobile equipment** by an **auto** owned or operated by or rented or loaned to any **Insured**; or
2. The use of **mobile equipment** in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

Exclusions A. through E. and T. through Z. do not apply to damage by fire to premises while rented to **you** or temporarily occupied by **you** with permission of the owner. A

separate Limit of Insurance applies to this coverage as described in Section IV. LIMITS OF INSURANCE.

AA. Personal Injury or Advertising Injury:

1. Caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**;
2. Arising out of oral or written publication of material, if done by or at the direction of the **Insured** with knowledge of its falsity;
3. Arising out of oral or written publication of material whose first publication took place before the beginning of the **policy period**;
4. Arising out of the violation of a penal statute or ordinance committed by or at the direction or with the consent of any **Insured**;
5. For which the **Insured** has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the **Insured** would have in the absence of the contract or agreement;
6. Arising out of a breach of contract, other than misappropriation of advertising ideas under an implied contract;
7. Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in **your advertisement**;
8. Arising out of the wrong description of the price of goods, products or services stated in **your advertisement**; or
9. Arising out of an offense committed by an **Insured** whose business is advertising, broadcasting, publishing or telecasting.

BB. With respect to Insuring Agreement C. Medical Expenses of this Coverage Part, we will not pay Medical Expenses for **bodily injury:**

1. To any **Insured**;
2. To a person hired to do work for or on behalf of **you** or a tenant of **yours**;
3. To a person injured on that part of premises owned or rented by **you** that the person normally occupies;
4. To a person, whether or not an employee of any **Insured**, if benefits for the **bodily injury** are payable or must be provided under a workers' compensation or disability benefits law or a similar law;

5. To a person injured while taking part in athletics;
6. Included within the **products-completed operations hazard**;
7. Excluded under Insuring Agreement A of this Coverage Part; or
8. To any **patient**.

CC. Penalties

Any fines or penalties.

IV. LIMITS OF INSURANCE

- A. The Limits of Insurance shown in Item 5.(b) of the Declarations for Optometrists General Liability and the provisions below is the most **we** will pay regardless of the number of:
 1. **Insureds**;
 2. **Occurrences, claims** submitted or **suits** brought; or
 3. Persons or organizations making **claims** or **suits**.
- B. The Optometrists General Liability Aggregate Limit shown in Item 5.(b) of the Declarations, subject to the Policy Aggregate Limit shown in Item 5.(d), is the most **we** will pay for all damages covered under this policy.
- C. Subject to B. above, and as shown in Item 5.(b) of the Declarations the Fire Damage Limit is the most **we** will pay under Insuring Agreement A. for damages because of **property damage** to premises rented to **you** or temporarily occupied by **you** with permission of the owner, arising out of any one fire.
- D. Subject to B. above, and as shown in Item 5.(b) of the Declarations the Medical Expense Limit is the most **we** will pay under Insuring Agreement C. for all medical expenses because of **bodily injury** sustained by any one person.
- E. If the **policy period** is extended for an additional period of less than 12 months, the additional period will be deemed part of the policy period for purposes of determining the Limits of Insurance.
- F. All **claims** arising from continuous, related, or repeated **occurrences** shall be treated as arising out of one **occurrence**.

V. DEDUCTIBLE

- A. The **First Named Insured** shall be responsible for the deductible amount shown in Item 5. (b) of the Declarations. Expenses **we** incur in investigating and defending **claims** and **suits** are included in the deductible. The deductible applies to each **occurrence** and the **First Named Insured** shall not insure against it without **our** written consent. All **claims** arising from a single **occurrence** or from continuous, related, or repeated **occurrences** shall be subject to one deductible.
- B. The deductible aggregate shown in Item 5.(b) of the Declaration is the total amount of damages arising out of all deductibles for which the Named Insured shall be responsible for all **occurrences** during the **policy period**.
- C. **We** may pay all or part of the deductible to settle a **claim** or **suit**. The **First Named Insured** agrees to repay **us** promptly after **we** notify the **First Named Insured** of the settlement.

VI. ADDITIONAL CONDITIONS APPLICABLE TO THIS COVERAGE PART

In addition to the GENERAL POLICY PROVISIONS AND CONDITIONS - Section III. CONDITIONS APPLICABLE TO ALL COVERAGE PARTS, the following Conditions shall apply to Insuring Agreements A., B. and C. of this Coverage Part:

- A. Duties In the Event Of An **Occurrence**, Offense, **Claim** or **Suit**.
1. If during the **policy period**, the **First Named Insured** becomes aware of any **occurrence** or offence which may reasonably be expected to give rise to a **claim** being made against any **Insured**, the **First Named Insured** must notify **us** in writing as soon as practicable. To the extent possible, notice should include:
 - a. How, when, and where the **occurrence** or offense took place;
 - b. The names and addresses of any injured persons and witnesses; and
 - c. The nature and location of any injury or damage arising out of the **occurrence** or offense.
 2. If a **claim** or **suit** is brought against an **Insured** arising out of an **occurrence** or offense the **First Named Insured** must:
 - a. Immediately record the specifics of the **claim** or **suit** and the date received;
 - b. Provide **us** with written notice of the **claim** or **suit** as soon as practicable; and
 - c. Immediately send **us** copies of any demands, notices, summonses, or legal papers received in connection with the **claim** or **suit**.



GRANITE STATE INSURANCE COMPANY

2704 Commerce Drive, Suite B, Harrisburg, PA 17110

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

(A Capital Stock Company)

***OPTOMETRISTS ADMINISTRATIVE PROCEEDINGS
COVERAGE PART—ADMINISTRATIVE PROCEEDING DEFENSE COSTS ONLY***

***I. ADMINISTRATIVE PROCEEDING DEFENSE COSTS REIMBURSEMENT
COVERAGE***

We will reimburse the **First Named Insured** or an **Insured Optometrist** for **administrative proceeding defense costs** incurred in the defense of an **administrative proceeding** up to the limits of insurance described in Section IV. LIMITS OF INSURANCE provided that both of the following conditions are met:

- A. Written notice of the **administrative proceeding** must be received by the **Insured** during the **policy period**; and
- B. The **medical incident** giving rise to the **administrative proceeding** must occur within the coverage territory.

II. WHO IS AN INSURED

The following are **Insureds** under this Coverage Part:

- A. The **First Named Insured**.
- B. **Your Insured Optometrists**.

III. EXCLUSIONS

We will not reimburse any **administrative proceeding defense costs** arising out of:

- A. U.S. Department of Health & Human Services (HHS)

Any **administrative proceeding** pertaining to Medicare/Medicaid fraud or any other hearing initiated against an **Insured** by HHS or by any utilization or quality review organization under contract with HHS.

This exclusion does not apply to HHS proceedings that allege the violation of the Emergency Medical Treatment and Labor Act.

B. ERISA

Any administrative proceeding arising under or alleging any violation of, the Employee Retirement Income Security Act (ERISA) of 1974 or amendments thereto or any similar state law.

C. Other Coverage Parts

Any **claims** or **suits** brought under any Coverage Part of this Policy other than this OPTOMETRISTS ADMINISTRATIVE PROCEEDINGS COVERAGE PART.

D. Penalties

Any fines or penalties.

E. Violation of Statutes

Any **claims** arising from violation of any statute, ordinance, rule or regulation.

F. Application for Licensure, Membership, of Privileges

Any matter involving the initial application for licensure, medical staff membership or clinical privileges, or initial application for participation as a provider under any managed care contract.

G. Membership in Professional Society or Organization, or Certification of Specialty

Any matter involving the membership in any professional society or other professional organization or involving the certification by any specialty or subspecialty practice board or college of medical practice.

H. Educational or Training Programs

Any medical, psychiatric or psychological treatment the **Insured** undergoes as required by any optometrist impairment committee or like body, or any educational or training program, whether or not such treatment or program is mandated by an **administrative entity**.

I. Implementation of Compliance Program or Policies or Procedures

Implementation of any compliance program or any policies, procedures or practices relating to participation as a provider of medical services to a managed care organization, whether initiated voluntarily or pursuant to direction by, order of, or in settlement with an **administrative entity**.

J. Actions for Disability Benefits, Unemployment Compensation, Workers' Compensation

Any action by any agency responsible for regulating disability benefits, unemployment compensation, workers' compensation or any similar law.

K. Actions under Occupational Safety Act 1070

Any action under the Occupational Safety Act 1070 or any amendments thereto, or any similar provisions of any federal, state or local law. (do we need this)

L. Violations of Lawful Orders

Any violation of any lawful order from an **administrative entity**.

IV. LIMITS OF INSURANCE

A. The Limits of Insurance shown in Item 5.(c) of the Declarations and the rules below establish the most **we** will reimburse for **administrative proceeding defense costs** under this Coverage Part regardless of the number of:

1. **Insureds** or **Insured Optometrists**;
2. Persons or entities instituting an **administrative proceeding**; or
3. **Administrative proceedings** instituted against the **Insured** or **Insured Optometrists**.

B. Subject to the Policy Aggregate Limit shown in Item 5.(d) of the Declarations, the Administrative Proceeding Aggregate Limit shown in Item 5.(c) of the Declarations is the most **we** will reimburse for all **administrative proceeding defense costs** for all **administrative proceedings** brought against all **Insureds** during the **policy period**.

C. Subject to Subsection B. above or the Policy Aggregate Limit, whichever amount remaining is less, the Each Administrative Proceeding Limit shown in Item 5.(c) of the Declarations is the most **we** will reimburse for all **administrative proceeding defense costs** arising out of a single **administrative proceeding**, including, if applicable, all appeals, remands, and/or reconsiderations of actions taken from such **administrative proceeding**. This limit will apply separately to each **Insured**, including each **Insured Optometrist**, specifically named in the **administrative proceeding** and against whom or which such **administrative proceeding** is brought.

All **administrative proceedings** or series of related or interrelated **administrative proceedings** arising out of a common nexus of facts or circumstances will be deemed to be a single **administrative proceeding** and will be deemed to have occurred when written notice of the first in such series of **administrative proceedings** is received by the **Insured**.

D. The Limits of Insurance are not cumulative, even if an **administrative proceeding(s)** resulting from a common nexus of facts or circumstances spans more than one **policy period**. Only the policy in effect when the first written notice of such **administrative proceeding** is made shall apply to all such **administrative proceedings**.

V. DEDUCTIBLES

- A. The **First Named Insured** shall be responsible for the Deductible and Aggregate Deductible shown in Item 5.(c) of the Declarations. **Our** obligation to reimburse **administrative proceeding defense costs** only applies in excess of the Deductible. All **administrative proceeding defense costs** paid in the defense of a covered **administrative proceeding** are included within and reduce the Deductible. The deductible applies separately to each and every **administrative proceeding**.
- B. The Deductible Aggregate shown in Item 5.(c) of the Declarations shall be reduced by the amount of **administrative proceeding defense costs** paid by the **First Named Insured** within each Deductible. Once the Deductible Aggregate is exhausted by the payment of **administrative proceeding defense costs**, no further deductible shall apply to any subsequent **administrative proceeding** during the **policy period**.

VI. ADDITIONAL CONDITIONS APPLICABLE TO THIS COVERAGE PART

In addition to the GENERAL POLICY PROVISIONS AND CONDITIONS - Section III. CONDITIONS APPLICABLE TO ALL COVERAGE PARTS, the following Conditions apply to this Coverage Part:

A. Duties In the Event Of Notice Of a Administrative Proceeding

If during the **policy period**, the **First Named Insured** receives written notice of an **administrative proceeding** made against any **Insured**, the **First Named Insured** must notify **us** in writing as soon as practicable and immediately record the specifics of the **administrative proceeding** and the date received. To the extent possible, notice should include information regarding the **medical incident** resulting in an **administrative proceeding**, including the following:

1. How, when, and where the **medical incident** took place;
2. The names and addresses of any injured persons and witnesses;
3. The nature and location of any injury or damage arising out of the **medical incident**;
4. The facts or circumstances giving rise to the **administrative proceeding**; and
5. The reason(s) for the **administrative proceeding** being brought against the **Insured**.



GRANITE STATE INSURANCE COMPANY

2704 Commerce Drive, Suite B, Harrisburg, PA 17110

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

(A Capital Stock Company)

**OPTOMETRISTS COVERAGE
GENERAL POLICY PROVISIONS AND CONDITIONS
APPLICABLE TO ALL COVERAGE PARTS**

NOTICE: VARIOUS PROVISIONS IN THE GENERAL POLICY PROVISIONS AND CONDITIONS AND COVERAGE PARTS RESTRICT COVERAGE. THERE MAY BE BOTH OCCURRENCE COVERAGES AND CLAIMS MADE COVERAGES IN THIS POLICY. PLEASE READ ALL GENERAL POLICY PROVISIONS AND CONDITIONS AND COVERAGE PARTS CAREFULLY TO DETERMINE YOUR RIGHTS, DUTIES, AND WHAT IS AND WHAT IS NOT COVERED. A COMPLETE POLICY INCLUDES THE DECLARATIONS, GENERAL POLICY PROVISIONS AND CONDITIONS, AND THE APPLICABLE COVERAGE PARTS.

Throughout this Policy the words **you** and **your** mean the **First Named Insured**, including any other Named Insured. The words **we**, **us** and **our** mean the Company providing insurance under this Policy. Other words and phrases are defined in Section I. Definitions Applicable To General Policy Provisions and Conditions and All Coverage Parts. Further, words that appear in the General Policy Provisions and Conditions may be defined in other Coverage Parts forming part of this policy.

In consideration of the payment of the premium and in reliance upon the statements in the Application and upon the Declarations, we agree as follows:

<p><i>I. DEFINITIONS APPLICABLE TO GENERAL POLICY PROVISIONS AND CONDITIONS AND ALL COVERAGE PARTS</i></p>

A. **Administrative Entity** means any entity or body empowered to conduct an **administrative proceeding** against any **Insured** regarding licensure status, clinical privileges, medical staff membership, and status as a provider under any managed care contract.

B. **Administrative Proceeding** means a proceeding, investigation, licensure or privileging hearing commenced by:

1. the U.S. Department of Health and Human Services to determine whether an **Insured Optometrist** violated the Emergency Medical Treatment and Labor Act of the Consolidated Omnibus Budget Reconciliation Act of 1986 ("COBRA");
2. a State Medical Board, state licensing authority, or one of its divisions, resulting from a **medical incident**;
3. a State Department of Consumer Affairs, or one of its divisions, resulting from a **medical incident**; or

C. **Administrative Proceeding Defense Costs** means reasonable and necessary fees and expenses charged by an attorney in the defense or appeal of an **administrative proceeding**.

- D. **Advertisement** means a notice that is broadcast or published to the general public or specific market segments about **your** goods, products or services for the purpose of attracting customers or supporters.
- E. **Auto** means a land motor vehicle, trailer, or semitrailer designed for travel on public roads, including any attached machinery or equipment. **Auto**, however, does not include **mobile equipment**.
- F. **Biomedical Waste** means a biological agent or condition including, but not limited to, an infectious organism or unsafe laboratory condition that may cause or result in **bodily injury** or **property damage**.
- G. **Bodily Injury** means physical injury, sickness or disease sustained by any person, including death resulting from any of these at any time. **Bodily injury** does not include emotional distress or mental anguish unless due to physical injury, sickness or disease.
- H. **Claim** means:
1. A written demand against an **insured** for monetary damages, including a **suit**.
 2. With respect to OPTOMETRISTS ADMINISTRATIVE PROCEEDINGS CLAIMS MADE COVERAGE PART, written notice of an **administrative proceeding**.
 3. Written notice to **us** regarding a **medical incident** or **occurrence** which may reasonably be expected to give rise to a written demand against an **insured** for monetary damages.
- I. **Defense Costs** means costs and expenses incurred by **us** including fees charged by an attorney designated by **us** to investigate or defend any **claim** or **suit** brought against any **insured**.
- Defense costs** does not include salary charges or the expenses of **our** regular employees.
- J. **Employee** means a person paid by **you** in connection with **your** business. It includes a **leased worker** or **temporary worker**.
- K. **Executive Officer** means a person holding any of the officer positions created by **your** charter, constitution, by-laws or any other similar governing document.
- L. **First Named Insured** means the Named Insured designated in Item 1. of the Declarations attached to this policy.
- M. **Impaired Property** means tangible property, other than **your product** or **your work**, that cannot be used or is less useful because:
1. It incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate, or dangerous; or
 2. **You** have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by:
1. The repair, replacement, adjustment or removal of **your product** or **your work**; or
 2. The fulfilling of the terms of the contract or agreement by **you**.

N. **Insured Contract** means:

1. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to **you** or temporarily occupied by **you** with permission of the owner is not an **insured contract**;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. An elevator maintenance agreement; or
6. That part of any other contract or agreement pertaining to **your** business (including an indemnification of a municipality in connection with work performed for a municipality) under which **you** assume the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph 6. does not include that part of any contract or agreement:

- a. That indemnifies a railroad for **bodily injury** or **property damage** arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- b. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - i. Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings, designs and specifications; or
 - ii. Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- c. Under which **you**, if an architect, engineer or surveyor, assumes liability for **bodily injury** or **property damage** arising out of **your** rendering or failure to render professional services, including those listed in b. above and supervisory, inspection, architectural or engineering activities.

O. **Insured Optometrist** means an employed optometrist or contract optometrist who has a written contract or written agreement with **you** which requires:

1. **You** to provide professional liability insurance for the benefit of such optometrist; and
2. Such optometrist to perform **professional services** for **your** direct benefit;

but such optometrist is only an **Insured Optometrist** while acting within the scope of his/her employment for **you** or as otherwise specifically stated in the WHO IS AN INSURED section of the applicable Coverage Part.

P. **Leased Worker** means a person leased to **you** by a labor leasing firm, under an agreement between **you** and the labor leasing firm, to perform duties related to the operations as described in the Declarations and which are at **your** direction. **Leased worker** does not include a **temporary worker**.

Q. **Loading or Unloading** means the handling of property:

1. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft, or **auto**;
2. While it is in or on an aircraft, watercraft or **auto**; or
3. While it is being moved from an aircraft, watercraft or **auto** to the place where it is finally delivered;

But **loading or unloading** does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft, or **auto**.

R. **Locum Tenens** means an optometrist who is temporarily serving as a relief or substitute optometrist for an **Insured Optometrist**.

S. **Medical Incident** means any act, error or omission in the providing of or failure to provide **professional services** to any one **patient**.

All damages arising from any act, error or omission in the providing of or failure to provide **professional services** to a woman and/or her unborn child or children during the course of a pregnancy (including pre-natal, delivery and post-natal care) will be deemed to be a single **medical incident**.

T. **Mobile Equipment** means any of the following types of land vehicles, including any attached machinery or equipment and including, but not limited to:

1. Bulldozers, farm machinery, forklifts, and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises **you** own or rent;
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles other than those described in Items 1, 2, 3, or 4 above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning,

geophysical exploration, lighting and well servicing equipment; or

- b. Cherry pickers and similar devices used to raise or lower workers;
6. Vehicles other than those described in Items 1, 2, 3, or 4 above that are maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **autos**:

- a. Equipment designed primarily for:
 - i. Snow removal;
 - ii. Road maintenance, but not construction or resurfacing; or
 - iii. Street cleaning;
- b. Cherry pickers and similar devices mounted on auto or truck chassis and used to raise or lower workers; and
- c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

U. Occurrence means:

- 1. As respects **bodily injury, property damage** or medical expense, an accident, including continuous or repeated exposure to substantially the same general conditions, which results in **bodily injury** or **property damage** neither expected nor intended from the standpoint of the **Insured**. All such exposure to substantially the same general conditions shall be considered as arising out of one **occurrence**;
- 2. As respects **personal injury**, an offense arising out of your business that results in **personal injury**. All **damages** that arise from the same or related injurious material or act shall be considered as arising out of one **occurrence**, regardless of the frequency of repetition thereof, the number and kind of media used and the number of claimants;
- 3. As respects **advertising injury**, an offense committed in the course of advertising your goods, products and services that results in **advertising injury**. All **damages** that arise from the same or related injurious material or act shall be considered as arising out of one **occurrence**, regardless of the frequency or repetition thereof, the number and kind of media used and the number of claimants.

V. Patient means a person seeking or receiving, either on an inpatient, outpatient or emergency basis, any form of optometric service or treatment.

W. Permanently disabled means that the **Insured Optometrist** has become so disabled, as a result of injury or disease, as to be prevented from performing work or engaging in the clinical practice of Optometry.

X. **Personal and Advertising Injury** means injury, including consequential **bodily injury**, arising out of one or more of the following offenses:

1. False arrest, detention, or imprisonment;
2. Malicious prosecution;
3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies, committed by or on behalf of its owner, landlord, or lessor;
4. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
5. Oral or written publication of material that violates a person's right of privacy;
6. The use of another's advertising idea in **your advertisement**;
7. Infringing upon another's copyright, trade dress or slogan in **your advertisement**.

Y. **Policy Period** means the period commencing on the inception date shown on the Declarations and ending on the earlier of the expiration date or the effective date of cancellation of the Policy.

Z. **Pollutants** means any solid, liquid, gaseous, or thermal irritant or contaminant, including, but not limited to: smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes, but is not limited to, **biomedical waste** and materials to be recycled, reconditioned or reclaimed.

AA. **Products-Completed Operations Hazard** includes all **bodily injury** and **property damage** occurring away from premises **you** own or rent and arising out of **your product** or **your work** except:

1. Products that are still in **your** physical possession; or
2. Work that has not yet been completed or abandoned. However, **your work** will be deemed completed at the earliest of the following times:
 - a. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
 - b. When all of the work called for in **your** contract has been completed.
 - c. When all of the work to be done at the job site has been completed if **your** contract calls for work at more than one job site.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

This hazard does not include **bodily injury** or **property damage** arising out of:

1. The transportation of property, unless the injury or **damage** arises out of a condition in or on a

vehicle not owned or operated by **you**, and that condition was created by the **loading or unloading** of that vehicle by any Insured;

2. the existence of tools, uninstalled equipment, or abandoned or unused materials; or
3. Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

BB. Professional Services means:

1. optometric services for which **you** are properly licensed or certified;
2. Services by any person as a member of a formal accreditation, standards review or similar professional board or committee of any Insured; or
3. Services by any person as a member of any committee of any licensed hospital or other healthcare facility, professional medical association or society or of a legally constituted professional standards review organization when at your request.
4. Supervising, teaching, proctoring others at your request.

CC. Property Damage means:

1. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
2. Loss of use of tangible property that is not physically injured. Solely with respect to any **bodily injury** and **property damage** coverage of this policy, all such loss of use shall be deemed to occur at the time of the **occurrence** that caused it.

DD. Retire means the complete and permanent withdrawal from the practice of medicine.

EE. Suit means a civil action in which damages are alleged because of an **occurrence, claim, medical incident, bodily injury, property damage, personal injury** or **advertising injury** to which this insurance applies. **Suit** includes:

1. An arbitration proceeding in which such damages are claimed and to which an **Insured** must submit or does submit with **our** consent; or
2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which an **Insured** submits with **our** consent.

FF. Temporary Worker means a person who is furnished to **you** to substitute for a permanent **employee** on leave or to meet seasonal or short-term work load requirements.

GG. Vicarious liability shall mean liability imposed upon an insured under theories of agency, ostensible agency, apparent agency or respondeat superior as a result of the performance or non-performance of **professional services** by a contracted health care provider.

HH. **Your Product** means:

1. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - a. **You**;
 - b. Others trading under **your** name; or
 - c. A person or organization whose business or assets **you** have acquired; and
2. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

Your product includes:

1. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your product**; and
2. 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.

II. **Your Work** means:

1. Work or operations performed by **you** or on **your** behalf; and
2. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes:

1. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your work**; and
2. Providing of or failure to provide warnings or instructions.

II. DEFENSE AND OTHER PAYMENTS UNDER THIS POLICY – ALL COVERAGE PARTS

The following is applicable to the OPTOMETRISTS PROFESSIONAL LIABILITY COVERAGE PART, OPTOMETRISTS and the GENERAL LIABILITY COVERAGE PART:

- A. When **we** have the duty to defend any **suit**, **we** will defend such **suit** against the **Insured** for a covered **claim** seeking damages on account of a **medical incident, injury, property damage, personal injury, or advertising injury** even if such **claim** or **suit** is groundless, false or fraudulent. **We** have the right to investigate, defend, and appoint an attorney to defend any **suit** as **we** deem expedient. However, **we** will not settle any **claim** or **suit** without the consent of the designated representative of the **First Named Insured**. Such consent shall not be unreasonably withheld.

B. As respects the OPTOMETRISTS PROFESSIONAL LIABILITY COVERAGE PART and the OPTOMETRISTS GENERAL LIABILITY COVERAGE PART the following are in addition to the Limits of Insurance;

We shall pay, with respect to any **suit we** defend:

1. All expenses **we** incur including **defense costs**.
2. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which any **bodily injury** liability coverage applies. **We** do not have to furnish these bonds.
3. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. **We** do not have to furnish these bonds.
4. All reasonable expenses incurred by an **Insured** at **our** request to assist **us** in the investigation or defense of the **suit**, including actual loss of earnings up to \$500 a day because of time off from work.
5. Pre-judgment interest awarded against the **Insured** on that part of the judgment **we** pay. If prior to judgment, **we** make an offer to pay the applicable Limit of Insurance, **we** will not pay any pre-judgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before **we** have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.
7. All costs taxed against the **Insured** in the **suit**.
8. Premiums on appeal bonds required by law to appeal any **suit we** defend, but only for bond amounts within the applicable Limits of Insurance. **We** are not obligated to apply for or furnish any such bond.

We shall pay if there is no suit:

1. Up to \$5,000 in expenses incurred by an **Insured** for **your bodily injury** or **your property damage** resulting from an assault upon **you** while performing **professional services** as an optometrist.
2. Up to \$2,500 for reasonable fees, costs and expenses necessary to represent **you** at a deposition for which **you** are required to attend but are not named as a party to the underlying **claim** or **suit**, and not acting as a paid expert.

C. With respect to the OPTOMETRISTS GENERAL LIABILITY COVERAGE PART only, if **we** defend an **Insured** against a **suit** and an indemnitee of the **Insured** is also named as a party to the **suit**, **we** will defend that indemnitee if all of the following conditions are met:

1. The **suit** against the indemnitee seeks damages for which the **Insured** has assumed the liability of the indemnitee in a contract or agreement that is an **insured contract**;
2. This insurance applies to such liability assumed by the **Insured**;

3. The obligation to defend, or the cost of the defense of that indemnitee, has also been assumed by the **Insured** in the same **insured contract**;
4. The allegations in the **suit** and the information **we** know about the **occurrence** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;
5. The indemnitee and the **Insured** ask **us** to conduct and control the defense of that indemnitee against such **suit** and agree that **we** can assign the same counsel to defend the **Insured** and the indemnitee; and
6. The indemnitee agrees in writing to:
 - a. Cooperate with **us** in the investigation, settlement or defense of the **suit**,
 - b. Immediately send **us** copies of any demands, notices, summonses or legal papers received in connection with the **suit**;
 - c. Notify any other insurer whose coverage is available to the indemnitee; and
 - d. Cooperate with **us** with respect to coordinating other applicable insurance available to the indemnitee; and
7. The indemnitee provides **us** with written authorization to:
 - a. Obtain records and other information related to the **suit**; and
 - b. Conduct and control the defense of the indemnitee in such **suit**.

So long as the above conditions are met, attorneys fees incurred by **us** in the defense of that indemnitee, necessary litigation expenses incurred by **us** and necessary litigation expenses incurred by the indemnitee at **our** request, will be paid as stated in Section II. DEFENSE AND OTHER PAYMENTS UNDER THIS POLICY-ALL COVERAGE PARTS. Notwithstanding the provisions of Section III., EXCLUSIONS S. 2. b. (Contractual Liability) of the OPTOMETRISTS GENERAL LIABILITY COVERAGE PART such payments will not be deemed to be damages for **bodily injury** and **property damage** and will not reduce the Limits of Insurance.

Our obligation to defend an Insured's indemnitee and to pay for attorney's fees and necessary litigation expenses as Other Payments Under This Policy ends when:

1. **We** have used up the applicable Limit of Insurance in the payment of judgments or settlements; or
 2. The conditions set forth above, or the terms of the agreement described in paragraph 6. above, are no longer met.
- D. **Our** duty to defend any **suit** ends, and **we** may withdraw from the defense, after the applicable Limit of Insurance has been exhausted by the payment of settlements, judgments or awards including pre-judgement interest.

The following is applicable to the OPTOMETRISTS ADMINISTRATIVE PROCEEDING COVERAGE PART:

We do not have the duty to defend. **You** shall select attorneys as **you** deem appropriate. **We** have no obligation to select any attorney. **We** will reimburse **you** for **administrative proceeding expense**.

III. CONDITIONS APPLICABLE TO ALL COVERAGE PARTS

The following conditions apply to all coverage parts:

A. Assistance and Cooperation

The **Insured** shall:

- a. Cooperate with **us** in the investigation, settlement, or defense of the **claim** or **suit**; and
- b. Assist **us**, upon **our** request, in the enforcement of any right against any person or organization which may be liable to the **Insured** because of injury or damage to which this insurance may also apply.

The **Insured** shall not, except at the Insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without **our** consent.

B. Audit

We may audit and examine **your** books and records as they relate to this policy at any time during the period of this policy and for up to three years after the expiration or termination of this policy.

C. Changes

Notice to any agent or knowledge possessed by any agent or any other person will not effect a waiver or a change in any part of this policy. This policy can only be changed by a written endorsement that becomes a part of this policy and that is signed by one of **our** authorized representatives.

D. Knowledge and Notice of a Medical Incident or Occurrence

Knowledge of a **medical incident**, or **occurrence** on the part of the risk management department or on the part of an executive officer, medical director or administrator constitutes knowledge by the **First Named Insured**.

E. Coverage Territory

We will cover an **occurrence**, **medical incident** or offense, in the United States of America, its territories and possessions, Canada and Puerto Rico, provided a **claim** is made or **suit** is brought in the United States of America, its territories and possessions, Canada or Puerto Rico.

If coverage for a **claim** or **suit** under this policy is in violation of any of the United States of America's economic or trade sanctions, laws, or regulations, including, but not limited to, sanctions, laws, and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), then coverage for that **claim** or **suit** shall be null and void.

F. Mergers/Acquisitions

We will cover any organization **you** newly acquire or form, other than a partnership, joint venture or limited liability company, and over which **you** maintain ownership or at least a majority interest, only for sixty (60) days or for the remainder of the **policy period**, whichever is less, from the date that **you** acquire or form it. **You** are not covered for damages that arise out of **bodily injury, property damage** or **medical incidents** that occurred before **you** acquired or formed the organization, or **personal and advertising injury** arising out of an **occurrence** which took place before **you** acquired or formed the organization. **You** shall notify **us** or **our** authorized representative in writing within sixty (60) days of such acquisition.

If any person or organization became an additional Named Insured under this policy after the inception date, the **policy period** for that person or organization begins on the date that such person or organization became an additional Named Insured and ends on the earlier of the expiration date or the effective date of cancellation of the policy.

For coverage to apply to the newly acquired or formed organization upon acquisition **you** must do the following within sixty (60) days:

1. Submit an underwriting application to **us**;
2. The application must be approved by **us**;
3. Pay any additional premium; and
4. Agree to any amendment of the provisions of this Policy required by **us** relating to such company.

If **you** are acquired or merged into another organization not named as an **Insured** in this policy, then this insurance shall cease immediately upon such acquisition or merger.

G. Insured Optometrist Requirements

Within thirty (30) days after each policy expiration date you agree to provide **us** the name, specialty, and full time equivalent status of all employed and contracted optometrists who are to be insured during this **policy period**. This paragraph is not applicable if all **Insured Optometrists** are listed by an endorsement attached to this policy.

H. Legal Action Against Us

No person or organization has a right under this Policy:

1. To join **us** as a party or otherwise bring **us** into a **suit** asking for damages from **you**; or
2. To sue **us** under this Policy, unless all this Policy's terms have been complied with in full.

A person or organization may sue **us** to recover on an agreed settlement or on a final judgment against **you** obtained after an actual trial; but **we** will not be liable for damages that are not payable under the terms of any Insuring Agreement or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by **us**, **you** and the claimant or the claimant's legal representative.

I. Other Insurance

The insurance provided under each Coverage Part shall be excess over other valid insurance, whether collectable or not, and whether provided on a primary, excess, contingent or any other basis, unless such other insurance is written specifically to be excess over such Coverage Part.

J. Separation of Insureds

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

1. As if each **Insured** were the only **Insured**; and
2. Separately to each **Insured** against whom a **claim** is made or **suit** is brought.

K. Bankruptcy/Insolvency

Your bankruptcy or insolvency will not relieve **us** of **our** obligations under this Policy.

L. Representations

By accepting this Policy, the **First Named Insured** agrees that:

1. The statements in the Declarations and/or Applications are accurate and complete;
2. Those statements are based upon representations made to **us** by **you**; and
3. **We** have issued this Policy in reliance upon **your** representations.

M. Subrogation

If an **Insured** has rights to recover all or part of any payment **we** have made under this Policy, those rights are transferred to **us**. An **Insured** shall do nothing to impair these rights after a loss. At **our** request, an **Insured** will bring **suit** or transfer those rights to **us** and fully cooperate with **us** with respect to enforcing them.

Any recoveries will be applied in accordance with the following priorities:

1. Any person or organization, including the **Insured**, that have paid an amount in excess of **our** payment under this policy will be reimbursed first;
2. **We** then will be reimbursed up to the amount **we** have paid; and

3. Lastly, any interests, including the **Insured**, over which **our** insurance is excess, are entitled to the residual.

N. Arbitration

If **you** sign any agreement to submit claims against **you** to binding arbitration, this Policy will not provide coverage for such **claims** unless (1) the form of the arbitration agreement was provided by **us** as an approved form, or (2) the form of agreement has been specifically approved by **us** for use by **you**. **We** will provide coverage for **claims** submitted to binding arbitration by reason of such agreement only if such **claims** are otherwise covered by Insuring Agreement under this Policy.

O. Conformance To Statute

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

P. Transfer of Your Rights and Duties

Your rights and duties under this policy may not be transferred without **our** written consent.

If **you** die or are legally declared bankrupt, **your** rights and duties will be transferred to **your** legal representative but only while acting within the scope of duties as **your** legal representative. However, notice of cancellation sent to the **First Named Insured** designated in Item 1. of the Declarations and mailed to the address shown in this policy will be sufficient notice to effect cancellation of this policy.

Q. Special Rights And Duties Of First Named Insured

It is agreed by all **Insureds** that the **First Named Insured** is authorized to act on behalf of all **Insureds** as to:

1. Giving and receiving notice of cancellation;
2. Payment of premiums and receipt of return premiums;
3. Acceptance of any endorsements to this Policy;
4. Purchasing or deciding not to purchase the Optional Extended Reporting Period Endorsement, if applicable; or
5. Requesting Optional Extended Reporting Period Endorsement for **Insured Optometrists**.
6. Making changes in this Policy or any coverage part with **our** consent.
7. Making representation with respect to the issuance by **us** of this Policy.

This Policy can only be changed by a written endorsement **we** issue and make a part of this Policy.

R. Inspections And Surveys

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give the **First Named Insured** reports on the conditions **we** find; and
3. Recommend changes.

Any inspections, surveys, reports, or recommendations are related only to insurability and the premiums to be charged.

We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public.

We do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes, or standards.

This condition applies not only to **us**, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports, or recommendations.

S. Omnibus Reconciliation Act

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

T. Titles Of Paragraphs

Titles of paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand or otherwise affect the provisions to which they relate.

IV. CANCELLATION/NON-RENEWAL

A. When We Do Not Renew

If **we** decide not to renew this Policy, **we** will mail or deliver to the **First Named Insured** at the address designated in the Declarations written notice of the non-renewal not less than thirty (30) days before the expiration date. If such notice is mailed, proof of mailing will be sufficient proof of notice. If **we** mail or deliver the notice less than thirty (30) days before the expiration, **we** will extend the **policy period** so that the expiration date will be thirty (30) days after **we** mail or deliver the notice. **You** will be charged a pro rata additional premium for such extension. Such extension shall be subject to the remaining Limits of Insurance of this Policy and there shall not be a reinstatement of the Aggregate Limits. **You** can terminate the extension at any time, but not retroactively.

B. Cancellation

This Policy may be canceled by the **First Named Insured** by surrendering it to **us** or any of **our** authorized representatives or by mailing to **us** written notice stating when thereafter the cancellation shall be effective.

We may cancel this Policy by mailing or delivering a written notice of cancellation to the **First Named Insured** at the address shown in this Policy stating when, not less than 30 days thereafter, cancellation will be effective. However, if **we** cancel this Policy because the **First Named Insured** has failed to pay a premium when due, this Policy may be canceled by **us** by mailing or delivering a written notice of cancellation to the **First Named Insured** at the address shown in this Policy stating when, not less than 10 days thereafter, such cancellation will be effective. The mailing of notice as aforesaid shall be sufficient proof of notice.

The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **policy period**. Delivery of such written notice either by the **First Named Insured** or by **us** shall be the equivalent to mailing. If the **First Named Insured** cancels, the unearned premium shall be computed in accordance with the customary short rate table and procedure. If **we** cancel, unearned premium shall 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.

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



Secretary



President

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

Authorized Representative



GRANITE STATE INSURANCE COMPANY

2704 Commerce Drive, Suite B, Harrisburg, PA 17110

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

(A Capital Stock Company)

**OPTOMETRISTS PROFESSIONAL LIABILITY AND GENERAL LIABILITY INSURANCE
APPLICATION - OCCURRENCE**

If this is for a group policy please submit individual applications for each optometrist

I. GENERAL INFORMATION

1. Name of Applicant: _____

2. Corporate Entity Name (include d/b/a): _____

3. Type of practice Sole Proprietorship Partnership Corporation LLC

4. Employment Status:

a. Do you own your own practice? Yes No

b. Do you work for others? Yes No

If "Yes" please give name of employer: _____

5. Business Address: _____
Street City State Zip

6. Mailing Address:(if different than business address):

Street City State Zip

7. Business Telephone Number: _____ Business Fax: _____
(Area Code) (Area Code)

8. E-Mail Address: _____ Website: _____

9. How did you hear about us?

- Convention
- Colleague
- Advertisement
- Mailer
- Cotterell, Mitchell & Fifer Website
- Association
- Other _____

10. Are you a member of a professional association? Yes No

If "Yes", please list: _____

II. COVERAGE INFORMATION

Please check the boxes for the coverage you are requesting:

Please check the boxes for the coverage you are requesting:

1. Requested Coverage: Professional Liability
 Commercial General Liability

2. Requested Effective Date: _____

3. Limits of Liability

\$1,000,000/\$3,000,000 \$2,000,000/\$4,000,000 Other _____

III. EXPOSURE INFORMATION

1. How many hours per week do you practice? _____
2. How many years have you been in practice? _____
3. In chronological order, please complete the following for all states where you have practiced in the last five years.

Name	License Number	License Effective Date	State of License

4. Do you perform any laser or surgical procedures? Yes No
If "Yes", please attach a separate sheet with full particulars.
5. a. Therapeutic Pharmaceutical Agent (TPA) #: _____
 b. D.E.A. License #: _____
 c. Has your TPA or D.E.A. license ever been subject to probation, revoked, or suspended? Yes No
If "Yes", please attach a separate sheet with full particulars.

IV. HISTORICAL CARRIER INFORMATION

Please provide past policy information as requested. List all Primary Professional Liability and Commercial General Liability policies. Begin with the current policies on the top line. If Claims Made, give retroactive date:

PRIMARY	Policy Period	Insurer	Premium	Limits	CM (w/ Retro) Or Occurrence
<input type="checkbox"/> Professional Liability <input type="checkbox"/> Commercial GL					
<input type="checkbox"/> Professional Liability <input type="checkbox"/> Commercial GL					
<input type="checkbox"/> Professional Liability <input type="checkbox"/> Commercial GL					
<input type="checkbox"/> Professional Liability <input type="checkbox"/> Commercial GL					
<input type="checkbox"/> Professional Liability <input type="checkbox"/> Commercial GL					

V. CLAIMS HISTORY

Please submit company produced 5 year loss history for Professional Liability and General Liability with clearly marked valuation dates with breakdowns of incurred losses (including paid and reserves for indemnity and expenses), current status and a detailed explanation for each loss.

1. Have you or any employee ever been the subject of a reprimand or disciplinary action or refused employment or admission to a professional society or had professional privileges suspended by any court or administrative agency or ever been the subject of any ethics investigation at local, state, or national level?

Yes No

If “Yes”, please attach a separate sheet with full particulars.

2. Has any malpractice claim or suit ever been brought against you or any employee?

Yes No

3. Has any Insurance ever been cancelled or non-renewed?

Yes No

NOTE: MISSOURI AND MAINE APPLICANTS DO NOT RESPOND

4. Are you aware of any circumstance, accident, or loss which has occurred after the Retroactive date that may result in a claim?

Yes No

If “Yes”, please attach a separate sheet with full particulars.

5. Have you ever been involved in any Administrative Hearings?

Yes No

If “Yes”, please attach a separate sheet with full particulars.

THE UNDERSIGNED DECLARES THAT THE STATEMENTS SET FORTH HEREIN ARE TRUE. THE UNDERSIGNED AGREES THAT IF THE INFORMATION SUPPLIED ON THIS APPLICATION CHANGES BETWEEN THE DATE OF THIS APPLICATION AND THE EFFECTIVE DATE OF THE INSURANCE, HE/SHE (UNDERSIGNED) WILL IMMEDIATELY NOTIFY THE COMPANY OF SUCH CHANGES, AND THE COMPANY MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS, AUTHORIZATION OR AGREEMENT TO BIND THE INSURANCE.

SIGNING OF THIS APPLICATION DOES NOT BIND THE APPLICANT OR THE COMPANY TO COMPLETE THE INSURANCE, BUT IT IS AGREED THAT THIS APPLICATION SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED, AND IT WILL BE ATTACHED TO AND BECOME A PART OF THE POLICY.

ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE COMPANY IN CONJUNCTION WITH THE APPLICATION ARE HEREBY INCORPORATED BY REFERENCE INTO THE APPLICATION AND MADE A PART HEREOF.

THE EARLIEST EFFECTIVE DATE FOR WHICH A POLICY MAY BE ISSUED IS THE DATE THIS APPLICATION IS RECEIVED IN OUR OFFICE.

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

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

NOTICE TO COLORADO APPLICANTS: IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE, AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AUTHORITIES

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY

OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

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

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

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

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

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

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

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

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

NOTICE TO OKLAHOMA APPLICANTS: WARNING: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY (365:15-1-10, 36 §3613.1).

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

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

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

Applicant's Signature: _____

Title: _____

Date: _____

Name of Agent: _____

Submitted by: _____

Date: _____

Address: _____

License #: _____
(Florida/Iowa)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM:

Forms a part of policy no.:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSUREDS ENDORSEMENT

This endorsement modifies insurance under the following:

OPTOMETRISTS PROFESSIONAL LIABILITY OCCURRENCE COVERAGE PART
OPTOMETRISTS GENERAL LIABILITY OCCURRENCE COVERAGE PART

The following Paragraph is added to Section **II. WHO IS AN INSURED** of the **COVERAGE PARTS** stated above:

XXXXXXXXXXXXXXXXXXXXXXXXXX,

but only as respects liability arising out of the conduct of **your** business.

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

Authorized Representative
or countersignature (where required by law)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM:

Forms a part of policy no.:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED ENDORSEMENT -
LESSORS OF PREMISES & LESSORS OF LEASED EQUIPMENT**

This endorsement modifies insurance under the following:

OPTOMETRISTS GENERAL LIABILITY OCCURRENCE COVERAGE PART

The following Paragraphs are added to Section II. **WHO IS AN INSURED:**

LESSORS OF PREMISES

All lessors of premises leased to **you** but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to **you** subject to the following additional exclusions:

This insurance does not apply to:

1. Any **occurrence** which takes place after **you** cease to be a tenant in that premises;
2. Structural alterations, new construction or demolition operations performed by or on behalf of the lessors of premises leased to **you**.

LESSORS OF LEASED EQUIPMENT

All lessors of equipment leased to **you**, but only with respect to **your** liability arising out of the maintenance, operation or use by **you** of equipment leased to **you** by such person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply to:

1. Any **occurrence** which takes place after the equipment lease expires;
2. **Bodily injury** or **property damage** arising out of the sole negligence of the lessors of equipment leased to **you**.

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

Authorized Representative
or countersignature (where required by law)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM:

Forms a part of policy no.:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSUREDS ENDORSEMENT

This endorsement modifies insurance under the following:

OPTOMETRISTS PROFESSIONAL LIABILITY OCCURRENCE COVERAGE PART

The following Paragraph is added to Section II. **WHO IS AN INSURED:**

XXXXXXXXXXXXXXXXXXXXXXXXXX,

but only as respects liability arising out of the conduct of **your** business.

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

Authorized Representative
or countersignature (where required by law)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM:

Forms a part of policy no.:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSUREDS ENDORSEMENT

This endorsement modifies insurance under the following:

OPTOMETRISTS GENERAL LIABILITY OCCURRENCE COVERAGE PART

The following Paragraph is added to Section II. **WHO IS AN INSURED:**

XXXXXXXXXXXXXXXXXXXXXXXXXX,

but only as respects liability arising out of the conduct of **your** business.

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

Authorized Representative
or countersignature (where required by law)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM:

Forms a part of policy no.:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENSION OF POLICY PERIOD ENDORSEMENT

It is agreed that the **policy period** is extended to _____.

The premium for this extension is \$ ____.

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

Authorized Representative
or countersignature (where required by law)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM:

Forms a part of policy no.:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DELETION OF ENDORSEMENT

The following endorsement is deleted in its entirety:

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

Authorized Representative
or countersignature (where required by law)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM:

Forms a part of policy no.:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE TERRITORY AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided by:

OPTOMETRISTS COVERAGE GENERAL POLICY PROVISIONS AND CONDITIONS APPLICABLE TO ALL COVERAGE PARTS

Section III. CONDITIONS APPLICABLE TO ALL COVERAGE PARTS, paragraph E is deleted in its entirety and replaced with the following:

E. Coverage Territory

We will cover an **occurrence**, offense or **medical incident** anywhere in the world provided a **claim** is made or **suit** is brought in the United States of America, its territories and possessions, Puerto Rico, or Canada.

If coverage for a **claim** under this policy is in violation of any of the United States of America's economic or trade sanctions, laws, or regulations, including, but not limited to, sanctions, laws, and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), then coverage for that **claim** shall be null and void.

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

Authorized Representative

or countersignature (where required by law)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM:

Forms a part of policy no.:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF LOCATIONS ENDORSEMENT

This endorsement modifies insurance under the policy:

The insurance provided by Coverage Part(s):

_____ OPTOMETRISTS GENERAL LIABILITY OCCURRENCE COVERAGE PART

_____ OPTOMETRISTS PROFESSIONAL LIABILITY OCCURRENCE COVERAGE PART

shall be limited to the following location(s), unless otherwise provided for within the Policy:

ADDRESS

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

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

Authorized Representative
or countersignature (where required by law)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM:

Forms a part of policy no.:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PREMIUM CHANGE ENDORSEMENT

It is agreed that the premium as shown on the Declarations is changed as follows:

___ Additional

___ Return

The premium change is \$ _____.

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

Authorized Representative
or countersignature (where required by law)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM:

Forms a part of policy no.:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RETURN PREMIUM ENDORSEMENT

This endorsement modifies insurance under the policy:

The following is added to **Item 6. PREMIUM** of the DECLARATIONS:

Return Premium: \$ _____

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

Authorized Representative
or countersignature (where required by law)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM:

Forms a part of policy no.:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF EXCLUDED ENTITIES

It is agreed that no coverage is afforded under this Policy to any **claims** or **suits** arising out of the following entities:

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

Authorized Representative
or countersignature (where required by law)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM:

Forms a part of policy no.:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CHANGES TO SCHEDULE OF NAMED INSUREDS
AMENDATORY ENDORSEMENT**

This endorsement modifies insurance under the following:

OPTOMETRISTS PROFESSIONAL LIABILITY CLAIMS MADE COVERAGE PART
OPTOMETRISTS GENERAL LIABILITY CLAIMS MADE COVERAGE PART

It is agreed that the Schedule of Named Insureds is amended as follows:

_____ Addition
_____ Deletion
_____ Change

Named Insured

Retroactive Date
(if different than the Declarations)

Premium for this amendment is \$ _____.

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

Authorized Representative
or countersignature (where required by law)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM:

Forms a part of policy no.:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF NAMED INSUREDS

This endorsement modifies insurance under the policy:

OPTOMETRISTS PROFESSIONAL LIABILITY OCCURRENCE COVERAGE PART
OPTOMETRISTS GENERAL LIABILITY OCCURRENCE COVERAGE PART

The following is added to **Item 1.** of the DECLARATIONS:

Named Insured

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

Authorized Representative
or countersignature (where required by law)

ENDORSEMENT

This endorsement, effective _____ at _____

forms part of _____

Policy no.: _____ issued to: _____

By: _____

ARKANSAS AMENDATORY ENDORSEMENT (Professional Liability, including Medical Malpractice)

Wherever used in this endorsement: 1) "Insurer" means the insurance company which issued this policy; and 2) "First Named Insured" and "Insured" mean the Named Corporation, Named Organization, Named Entity, Named Sponsor, Named Insured, or Insured stated in the declarations page; and 3) "Other Insured(s)" means all other persons or entities afforded coverage under the policy.

The following is added and supercedes any provision to the contrary:

A. CANCELLATION

If this policy has been in effect for more than sixty (60) days or is a renewal policy, the Insurer shall not cancel this policy unless such cancellation is based upon at least one (1) of the following reasons:

- (a) Nonpayment of premium;
- (b) Fraud or material misrepresentation made by or with the knowledge of the Insured or Other Insured(s) in obtaining the policy, continuing the policy or in presenting a claim under the policy;
- (c) The occurrence of material change in the risk which substantially increases any hazard insured against after policy issuance;
- (d) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against under the policy;
- (e) Nonpayment of membership dues in those cases where the by-laws, agreements or other legal instruments of the Insurer issuing the policy require payment thereof as a condition of the issuance and maintenance of the policy;
or
- (f) A material violation of a material provision of the policy.

The Insurer may cancel this policy by mailing or delivering written notice stating the reason for cancellation to the First Named Insured and any lienholder or loss payee named in the policy at least:

- a. Ten (10) days before the effective date of cancellation if cancellation is due to nonpayment of premium.
- b. Twenty (20) days before the effective date of cancellation if cancellation is due to any other reason.

If cancellation is due to nonpayment of premium, notice should state the reason for cancellation.

B. NONRENEWAL

If the Insurer decides not to renew the policy, the Insurer shall mail written notice to the First Named Insured shown in the Declarations at least sixty (60) days before:

- (a) its expiration date; or
- (b) its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

However, the Insurer is not required to send this notice if nonrenewal is due to the Insured's failure to pay any premium required for renewal.

The Insurer will mail its notice to the First Named Insured's last known mailing address. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. NOTICE OF PREMIUM INCREASE

If the Insurer decides to increase current premium by twenty five percent (25%) or more upon renewal, the insurer shall notify the First Named Insured and agent prior to the effective date of the renewal.

Notice must be mailed or delivered to the First Named Insured's agent not less than sixty (60) days prior to the effective date of the renewal and to the First Named Insured not less than thirty (30) days prior to the effective date of renewal.

If notice is not given in the manner provided above, the Insurer shall extend the existing policy sixty (60) days from the date that such notice is mailed or delivered. The premium for the extended policy may not be more than the pro rata premium of the existing policy.

All other terms, conditions and exclusions remain unchanged.

AUTHORIZED REPRESENTATIVE

SERFF Tracking Number: *AGNY-125745892* *State:* *Arkansas*
Filing Company: *Granite State Insurance Company* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *AIC-08-EO-14*
TOI: *11.2 Medical Malpractice - Occurrence Only* *Sub-TOI:* *11.2019 Optometry*
Product Name: *Optometrists Professional and General Liability Insurance Program*
Project Name/Number: *Optometrists Professional and General Liability Insurance Program/AIC-08-EO-14*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: AGNY-125745892 State: Arkansas
Filing Company: Granite State Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: AIC-08-EO-14
TOI: 11.2 Medical Malpractice - Occurrence Only Sub-TOI: 11.2019 Optometry
Product Name: Optometrists Professional and General Liability Insurance Program
Project Name/Number: Optometrists Professional and General Liability Insurance Program/AIC-08-EO-14

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 08/06/2008

Comments:

Attachment:

PCTD Transmittal - Form.pdf

Satisfied -Name: Forms Listing **Review Status:** Approved 08/06/2008

Comments:

Attachment:

Optometrists Forms Listing for Filing (6-08).pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table style="width: 100%; border: none;"> <tr> <td style="width: 60%; border: none;">New Business</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

3. Group Name	Group NAIC #
American International Group, Inc	012

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Granite State Insurance Company	PA	23809	02-0140690	

5. Company Tracking Number	AIC-08-EO-14
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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
	Jameka Y. Harris 175 Water Street, 17 th Fl. New York, NY 10038	Filings Analyst	(212) 458 7056	(212) 458 7077	Jameka.harris@aig.com
7.	Signature of authorized filer				
8.	Please print name of authorized filer		Jameka Y. Harris		

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

9. Type of Insurance (TOI)	11.0 – Medical Malpractice
10. Sub-Type of Insurance (Sub-TOI)	11.0019 - Optometrist
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: August 22, 2008 Renewal: August 22, 2008
15. Reference Filing?	<input type="checkbox"/> Yes <input type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	July 24, 2008
19. Status of filing in domicile	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	AIC-08-EO-14
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Granite State Insurance Company (the “Company”) submits for your approval the attached forms and rate plan addendum for use with their Optometrists Professional and General Liability Insurance Program. It was the Company’s initial intent to provide Optometrists coverage utilizing the forms filed with its General Healthcare Providers Program (GHPP). The Company now proposes to utilize the forms included in this submission rather than the forms filed with its GHPP for the Optometrists Professional and General Liability Insurance Program. To date, the Company has not written any coverage for Optometrists under the GHPP.

The filing will be rated using the rating methodology in the Optometrists Rate Page Addendum currently on file (Our File No. AIC-07-EO-24) and the Optometrists General Liability Rate Plan Addendum included in this submission.

Please refer to the attached forms listing, explanatory memorandum and manual page (filed separately) for information about all of the forms and rules included in this submission.

Your favorable consideration and approval are respectfully requested.

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]
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Check #: N/A – EFT
Amount:

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

*****Refer to the each state’s checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

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 #					
2. This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)					
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	Optometrists PL/GL/Administrative Proceedings - Declarations - Occurrence	97820 (6/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Optometrists Professional Liability Coverage Part - Occurrence	97822 (6/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Optometrists General Liability Coverage Part - Occurrence	97826 (4/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Optometrists Administrative Proceedings Coverage Part - Defense Costs Only	97819 (6/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Optometrists Coverage General Policy Provisions and Conditions Applicable to All Coverage Parts	97821 (4/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Optometrists PL/GL Application - Occurrence	96353 (5/08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	96353 (10/07)	AIC-07-EO-24
07	Additional Insureds PL/GL Occurrence Endorsement	97815 (4/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Additional Insureds Lessors of Premises & Lessors of Leased Equipment Endorsement	97816 (4/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Additional Insureds PL Occurrence Endorsement	97817 (4/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Additional Insureds GL Occurrence Endorsement	97818 (4/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11	Extension of Policy Period Endorsement	97823 (4/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
12	Deletion of Endorsement	97824 (4/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
13	Coverage Territory (OFAC) Amendatory Endorsement	97825 (4/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

14	Schedule of Locations Endorsement	97827 (4/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
15	Premium Change Endorsement	97828 (4/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
16	Return Premium Endorsement	97829 (4/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
17	Schedule of Locations Endorsement	97830 (4/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
18	Changes to Schedule of Named Insureds Amendatory Endorsement	97831 (4/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
19	Schedule of Named Insureds	97832 (4/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

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OPTOMETRISTS PROFESSIONAL/GENERAL LIABILITY
FORMS LISTING - 2008

	Form Title	Form No.	Form Type	New or Replacement	Form No. Being Replaced	Mandatory or Optional	Restricts, Broadens or Clarifies	Rate or Premium Impact	Description of Form
1	Optometrists PL/GL/Administrative Proceedings - Declarations - Occurrence	97820 (6/08)	D	New	N/A	Mandatory	Clarifies	N/A	Declarations for Optometrists PL, GL and Administrative Proceedings coverage
2	Optometrists Professional Liability Coverage Part - Occurrence	97822 (6/08)	P	New	N/A	Mandatory	Clarifies	N/A	Optometrists Professional Liability coverage description
3	Optometrists General Liability Coverage Part - Occurrence	97826 (4/08)	P	New	N/A	Mandatory	Clarifies	N/A	Optometrists General Liability coverage description
4	Optometrists Administrative Proceedings Coverage Part - Defense Costs Only	97819 (6/08)	P	New	N/A	Optional	Clarifies	N/A	Optometrists Administrative Proceedings coverage description
5	Optometrists Coverage General Policy Provisions and Conditions Applicable to All Coverage Parts	97821 (4/08)	P	New	N/A	Mandatory	Clarifies	N/A	Optometrists general policy provisions and conditions applicable to PL, GL, and Administrative Proceedings
6	Optometrists PL/GL Application - Occurrence	96353 (5/08)	A	Replacement	96353 (10/07)	Mandatory	Clarifies	N/A	General Optometrists application for PL, GL, Administrative Proceedings coverage
7	Additional Insureds PL/GL Occurrence Endorsement	97815 (4/08)	E	New	N/A	Optional	Broadens	No	Applicable in all states other than Pennsylvania, this endorsement is for sharing PL and GL limits only between the Optometrist and other healthcare providers
8	Additional Insureds Lessors of Premises & Lessors of Leased Equipment Endorsement	97816 (4/08)	E	New	N/A	Optional	Restricts	No	Applicable to GL only, this endorsement lists additional exclusions applicable to all lessors of premises leased to the insured and all lessors of equipment leased to the insured
9	Additional Insureds PL Occurrence Endorsement	97817 (4/08)	E	New	N/A	Optional	Broadens	No	This endorsement is for adding additional healthcare providers as insureds under the Optometrist PL policy
10	Additional Insureds GL Occurrence Endorsement	97818 (4/08)	E	New	N/A	Optional	Broadens	No	This endorsement is for adding additional healthcare providers as insureds under the Optometrist GL policy
11	Extension of Policy Period Endorsement	97823 (4/08)	E	New	N/A	Optional	Broadens	Yes	This endorsement extends the policy period
12	Deletion of Endorsement	97824 (4/08)	E	New	N/A	Optional	Restricts	No	This endorsement is used to delete an endorsement from the policy in its entirety
13	Coverage Territory (OFAC) Amendatory Endorsement	97825 (4/08)	E	New	N/A	Mandatory	Restricts	No	This endorsement deletes the coverage territory condition under Section III, Conditions Applicable to All Coverage Parts, General Provisions and Conditions (97821) and replaces it with a revised definition of coverage territory and obligation to decline coverage for any claim in violation of OFAC
14	Schedule of Locations Endorsement	97827 (4/08)	E	New	N/A	Optional	Restricts	Yes	This endorsement limits PL and GL policy coverage to specific addresses listed on the endorsement
15	Premium Change Endorsement	97828 (4/08)	E	New	N/A	Optional	Clarifies	Yes	This endorsement identifies a return or additional premium modifying the premium indicated on the Declaration page, Item 6
16	Return Premium Endorsement	97829 (4/08)	E	New	N/A	Optional	Clarifies	Yes	This endorsement identifies a return premium modifying the Declaration page, Item 6
17	Schedule of Locations Endorsement	97830 (4/08)	E	New	N/A	Optional	Restricts	No	This endorsement restricts coverage for all coverage parts pertaining to specific entities listed on the endorsement
18	Changes to Schedule of Named Insureds Amendatory Endorsement	97831 (4/08)	E	New	N/A	Optional	Restricts or Broadens	Yes	This endorsement modifies the scheduled list of named insureds (addition, deletion, change) for CLAIMS MADE Optometrist PL and GL coverage only

OPTOMETRISTS PROFESSIONAL/GENERAL LIABILITY
FORMS LISTING - 2008

19	Schedule of Named Insureds	97832 (4/08)	E	New	N/A	Optional	Broadens	No	This endorsement is used to add named insureds to the Occurrence PL and GL policy, amending the Declarations Page, Item 1.
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A = Application
D = Declarations
E = Endorsement
P = Policy
O = Other (Please explain)

Yes or No