SERFF Tracking Number:	*ARKS-125379917*	*State:*	*Arkansas*
Filing Company:	*00006 - INSURANCE SERVICES OFFICE, INC.*	*State Tracking Number:*	*#99820 $500*
Company Tracking Number:	*PR-2007-OFR07*		
TOI:	*11.0 Medical Malpractice - Claims Made/Occurrence*	*Sub-TOI:*	*11.0029 Other*
Product Name:	*N/A*		
Project Name/Number:	*/*		

Filing at a Glance

Company: 00006 - INSURANCE SERVICES OFFICE, INC.

Product Name: N/A	SERFF Tr Num: ARKS-125379917	State: Arkansas
TOI: 11.0 Medical Malpractice - Claims Made/Occurrence	SERFF Status: Closed	State Tr Num: #99820 $500
Sub-TOI: 11.0029 Other	Co Tr Num: PR-2007-OFR07	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
	Author:	Disposition Date: 08/19/2008
	Date Submitted: 12/06/2007	Disposition Status: Approved
Effective Date Requested (New):		Effective Date (New):
Effective Date Requested (Renewal):		Effective Date (Renewal):

State Filing Description:

82 Forms

General Information

Project Name:	Status of Filing in Domicile:
Project Number:	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 08/19/2008	
State Status Changed: 01/29/2008	Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Company and Contact

Filing Contact Information

SERFF Tracking Number:	*ARKS-125379917*	*State:*	*Arkansas*
Filing Company:	*00006 - INSURANCE SERVICES OFFICE, INC.*	*State Tracking Number:*	*#99820 $500*
Company Tracking Number:	*PR-2007-OFR07*		
TOI:	*11.0 Medical Malpractice - Claims Made/Occurrence*	*Sub-TOI:*	*11.0029 Other*
Product Name:	*N/A*		
Project Name/Number:	*/*		

NA NA,
NA
NA, AR 00000

NA@NA.com
(123) 555-4567 [Phone]

Filing Company Information

00006 - INSURANCE SERVICES OFFICE, INC.	CoCode: 6	State of Domicile: Arkansas
No Address	Group Code:	Company Type:
City, AR 99999	Group Name:	State ID Number:
(999) 999-9999 ext. [Phone]	FEIN Number: 99-9999999	

SERFF Tracking Number:	*ARKS-125379917*	*State:*	*Arkansas*
Filing Company:	*00006 - INSURANCE SERVICES OFFICE, INC.*	*State Tracking Number:*	*#99820 $500*
Company Tracking Number:	*PR-2007-OFR07*		
TOI:	*11.0 Medical Malpractice - Claims Made/Occurrence*	*Sub-TOI:*	*11.0029 Other*
Product Name:	*N/A*		
Project Name/Number:	*/*		

Filing Fees

Fee Required?	No
Retaliatory?	No
Fee Explanation:	
Per Company:	No

SERFF Tracking Number:	*ARKS-125379917*	*State:*	*Arkansas*
Filing Company:	*00006 - INSURANCE SERVICES OFFICE, INC.*	*State Tracking Number:*	*#99820 $500*
Company Tracking Number:	*PR-2007-OFR07*		
TOI:	*11.0 Medical Malpractice - Claims Made/Occurrence*	*Sub-TOI:*	*11.0029 Other*
Product Name:	*N/A*		
Project Name/Number:	*/*		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	08/19/2008	08/19/2008
Filed	Edith Roberts	01/29/2008	01/29/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	**Created By**	**Created On**	**Date Submitted**	**Responded By**	**Created On**	**Date Submitted**
Pending Industry Response	Edith Roberts	05/29/2008				

SERFF Tracking Number:	*ARKS-125379917*	*State:*	*Arkansas*
Filing Company:	*00006 - INSURANCE SERVICES OFFICE, INC.*	*State Tracking Number:*	*#99820 $500*
Company Tracking Number:	*PR-2007-OFR07*		
TOI:	*11.0 Medical Malpractice - Claims Made/Occurrence*	*Sub-TOI:*	*11.0029 Other*
Product Name:	*N/A*		
Project Name/Number:	*/*		

Disposition

Disposition Date: 08/19/2008
Effective Date (New):
Effective Date (Renewal):
Status: Approved
Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	*ARKS-125379917*	*State:*	*Arkansas*
Filing Company:	*00006 - INSURANCE SERVICES OFFICE, INC.*	*State Tracking Number:*	*#99820 $500*
Company Tracking Number:	*PR-2007-OFR07*		
TOI:	*11.0 Medical Malpractice - Claims Made/Occurrence*	*Sub-TOI:*	*11.0029 Other*
Product Name:	*N/A*		
Project Name/Number:	*/*		

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	ARKS-125379917		Yes
Supporting Document	ARKS-125379917		Yes
Supporting Document	ARKS-125379917		Yes

SERFF Tracking Number:	*ARKS-125379917*	*State:*	*Arkansas*
Filing Company:	*00006 - INSURANCE SERVICES OFFICE, INC.*	*State Tracking Number:*	*#99820 $500*
Company Tracking Number:	*PR-2007-OFR07*		
TOI:	*11.0 Medical Malpractice - Claims Made/Occurrence*	*Sub-TOI:*	*11.0029 Other*
Product Name:	*N/A*		
Project Name/Number:	*/*		

Disposition

Disposition Date: 01/18/2008
Effective Date (New):
Effective Date (Renewal):
Status: Filed
Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	*ARKS-125379917*	*State:*	*Arkansas*
Filing Company:	*00006 - INSURANCE SERVICES OFFICE, INC.*	*State Tracking Number:*	*#99820 $500*
Company Tracking Number:	*PR-2007-OFR07*		
TOI:	*11.0 Medical Malpractice - Claims Made/Occurrence*	*Sub-TOI:*	*11.0029 Other*
Product Name:	*N/A*		
Project Name/Number:	*/*		

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	ARKS-125379917		Yes
Supporting Document	ARKS-125379917		Yes
Supporting Document	ARKS-125379917		Yes

SERFF Tracking Number:	*ARKS-125379917*	*State:*	*Arkansas*
Filing Company:	*00006 - INSURANCE SERVICES OFFICE, INC.*	*State Tracking Number:*	*#99820 $500*
Company Tracking Number:	*PR-2007-OFR07*		
TOI:	*11.0 Medical Malpractice - Claims Made/Occurrence*	*Sub-TOI:*	*11.0029 Other*
Product Name:	*N/A*		
Project Name/Number:	*/*		

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	05/29/2008
Submitted Date	
Respond By Date	

Dear NA NA,

This will acknowledge receipt of the captioned filing.

Note: Paper Filing RE-opened - ERPs wrong. Waiting for amendment

Please feel free to contact me if you have questions.

Sincerely,

SERFF Tracking Number:	*ARKS-125379917*	*State:*	*Arkansas*
Filing Company:	*00006 - INSURANCE SERVICES OFFICE, INC.*	*State Tracking Number:*	*#99820 $500*
Company Tracking Number:	*PR-2007-OFR07*		
TOI:	*11.0 Medical Malpractice - Claims Made/Occurrence*	*Sub-TOI:*	*11.0029 Other*
Product Name:	*N/A*		
Project Name/Number:	*/*		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number:	*ARKS-125379917*	*State:*	*Arkansas*
Filing Company:	*00006 - INSURANCE SERVICES OFFICE, INC.*	*State Tracking Number:*	*#99820 $500*
Company Tracking Number:	*PR-2007-OFR07*		
TOI:	*11.0 Medical Malpractice - Claims Made/Occurrence*	*Sub-TOI:*	*11.0029 Other*
Product Name:	*N/A*		
Project Name/Number:	*/*		

Supporting Document Schedules

Review Status:

Satisfied -Name: ARKS-125379917 08/20/2008

Comments:

Attachments:

ARKS-125379917.pdf
ARKS-125379917-a.pdf
ARKS-125379917-b.pdf
ARKS-125379917-c.pdf
ARKS-125379917-d.pdf

Review Status:

Satisfied -Name: ARKS-125379917 08/21/2008

Comments:

Attachments:

ARKS-125379917-e.pdf
ARKS-125379917-f.pdf
ARKS-125379917-g.pdf
ARKS-125379917-h.pdf
ARKS-125379917-i.pdf
ARKS-125379917-j.pdf
ARKS-125379917-k.pdf
ARKS-125379917-l.pdf
ARKS-125379917-m.pdf
ARKS-125379917-n.pdf
ARKS-125379917-o.pdf
ARKS-125379917-p.pdf
ARKS-125379917-p.pdf
ARKS-125379917-r.pdf
ARKS-125379917-s.pdf
ARKS-125379917-t.pdf
ARKS-125379917-u.pdf
ARKS-125379917-v.pdf
ARKS-125379917-w.pdf

SERFF Tracking Number:	*ARKS-125379917*	*State:*	*Arkansas*
Filing Company:	*00006 - INSURANCE SERVICES OFFICE, INC.*	*State Tracking Number:*	*#99820 $500*
Company Tracking Number:	*PR-2007-OFR07*		
TOI:	*11.0 Medical Malpractice - Claims Made/Occurrence*	*Sub-TOI:*	*11.0029 Other*
Product Name:	*N/A*		
Project Name/Number:	*/*		

ARKS-125379917-x.pdf

ARKS-125379917-y.pdf

SERFF Tracking Number:	*ARKS-125379917*	*State:*	*Arkansas*
Filing Company:	*00006 - INSURANCE SERVICES OFFICE, INC.*	*State Tracking Number:*	*#99820 $500*
Company Tracking Number:	*PR-2007-OFR07*		
TOI:	*11.0 Medical Malpractice - Claims Made/Occurrence*	*Sub-TOI:*	*11.0029 Other*
Product Name:	*N/A*		
Project Name/Number:	*/*		

Review Status:

Satisfied -Name: ARKS-125379917 08/21/2008

Comments:

Attachment:

ARKS-125379917-z.pdf

ER

ARKS-125379917

2828 E. TRINITY MILLS ROAD SUITE 150 CARROLLTON, TX 75006
TEL: (214) 390-1825 FAX: (214) 390-1975

Kenneth J. Hill, CPCU
Regional Director, Government Relations

July 29, 2008

Honorable Julie Benafield Bowman
Commissioner of Insurance
Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

Approved until withdrawn or revoked
Aug 04 2008
Arkansas Insurance Department
By: ER

Attention: Edith Roberts
Property and Casualty Division

RE: Insurance Services Office,Inc.
PR 2007-OFR07 (Amendment No. 2)
Medical Professional Liability
Multistate Forms and Endorsements
State of Arkansas

Dear Ms. Roberts:

On behalf of those participating insurers that have authorized Insurance Services Office, Inc. to do so, we hereby file the enclosed Amendment

In your email of July 8, 2008, you specified that the provision in the Arkansas Changes forms which stipulates that the Supplemental Extended Reporting Period will not go into effect unless the additional premium is paid promptly when due, along with any other premium or deductible owed, must be omitted. In response to your request, we are amending endorsements PR 27 02 through PR 27 06 (paragraph C.6.) and endorsements PR 27 45 through PR 27 49 (paragraph F.).

It is proposed that this revision will become effective in accordance with the following rule of application:

These changes are applicable to all polices written on or after January 1, 2009.

Please return an acknowledged copy of this cover letter for our records. An addressed, stamped envelope is enclosed for your convenience.

Very truly yours,

Donald J. Beckel, CPCU, ARM
Assistant Regional Manager
Government Relations

DJB:dlb
Encl.

RECEIVED
AUG 04 2008
PROPERTY AND CASUALTY DIVISION
ARKANSAS INSURANCE DEPARTMENT

Arkansas Second Amendment to 2008 Medical Professional Liability Multistate Forms Revision

About This Filing

This filing revises several Arkansas-specific endorsements in response to comments received from the Arkansas Insurance Department.

Revised Forms

We are revising the following forms:

- PR 27 02 11 08 Arkansas Changes [applicable to the Blood Banks and Hospital Professional Liability Coverage Parts (Claims-made Version)]
- PR 27 03 11 08 Arkansas Changes [applicable to the Diagnostic Testing Laboratories Professional Liability Coverage Part (Claims-made Version)]
- PR 27 04 11 08 Arkansas Changes [applicable to the Allied Health Care Providers and Physicians, Surgeons And Dentists Professional Liability Coverage Parts (Claims-made Version)]
- PR 27 05 11 08 Arkansas Changes [applicable to the Optometrists Professional Liability Coverage Part (Claims-made Version)]
- PR 27 06 11 08 Arkansas Changes [applicable to the Veterinarians Professional Liability Coverage Part (Claims-made Version)]
- PR 27 45 11 08 Arkansas Changes - Supplemental Extended Reporting Period Endorsement [applicable to the Allied Health Care Providers and Physicians, Surgeons And Dentists Professional Liability Coverage Parts (Claims-made Version)]
- PR 27 46 11 08 Arkansas Changes - Supplemental Extended Reporting Period Endorsement [applicable to the Blood Banks and Hospital Professional Liability Coverage Parts (Claims-made Version)]
- PR 27 47 11 08 Arkansas Changes - Supplemental Extended Reporting Period Endorsement [applicable to the Diagnostic Testing Laboratories Professional Liability Coverage Part (Claims-made Version)]

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- PR 27 48 11 08 Arkansas Changes - Supplemental Extended Reporting Period Endorsement [applicable to the Optometrists Professional Liability Coverage Part (Claims-made Version)]
- PR 27 49 11 08 Arkansas Changes - Supplemental Extended Reporting Period Endorsement [applicable to the Veterinarians Professional Liability Coverage Part (Claims-made Version)]

We have used a format of ~~striking through~~ deletions, underlining additions and inserting a revision bar in the left margin to indicate changes from the above-referenced previously submitted editions to the 01 09 editions.

Background

In response to the Arkansas Department of Insurance position that medical malpractice insurance forms must offer claims made extended Reporting periods provisions at least as broad as the minimum standards set forth in ARK. CODE ANN. § 23-79-306, we amended forms filing PR-2007-OFR07 to revise and/or introduce the above-mentioned endorsements to provide for a 60-day basic extended reporting period offered free of charge upon policy cancellation or nonrenewal, and an option to purchase a supplemental extended reporting period. Arkansas Changes endorsements PR 27 02 through PR 27 06 and PR 27 45 through PR 27 49 contain a provision stating that the Supplemental Extended Reporting Period/Endorsement will not take effect unless the additional premium charged is paid when due, along with any other premium or deductible which is owed.

The Arkansas Insurance Department has further requested that we revise these endorsements based on the Department's position that an insurer can not withhold either basic or optional extended reporting periods for cancellation or termination due to non-payment of premium, or if deductibles, retentions or excess payments over the limit of liability reimbursements are owed.

Explanation of Changes

In response to the Department's position, we are further revising the Arkansas Changes endorsements to delete the wording of the provision which states that the Supplemental Extended Reporting Period in endorsements PR 27 02 through PR 27 06 and the Supplemental Extended Reporting Period Endorsements to endorsements PR 27 45 through PR 27 49, will not take effect unless additional premium is paid along with any other premium or deductible owed.

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Page 4

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES

This endorsement modifies insurance provided under the following:

BLOOD BANKS PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)
HOSPITAL PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)

R E V I S E D

A. Paragraph **1.c.** of **Section I – Insuring Agreement** is replaced by the following:

1. Insuring Agreement

c. A "claim" shall be considered to be first made at the earlier of the following times:

(1) When notice of such "claim" is received by any insured and reported to us in writing; or

(2) When a "claim" is made directly to us in writing.

A "claim" received by the insured during the policy period and reported to us within 60 days after the end of the policy period will be considered to have been reported within the policy period.

B. The following is added to **Section IV – Conditions:**

10. Your Right To Loss Information

We will provide the first Named Insured shown in the Declarations the following information relating to this and any other preceding professional liability claims-made Coverage Part we have issued to you during the previous three years:

a. A list or other record of each "medical incident", not previously reported to any other insurer, of which we were notified in accordance with Paragraph **2.a.** of the Section **IV** – Duties In The Event Of A Medical Incident, Claim Or Suit Condition. We will include the date and brief description of the "medical incident" if that information was in the notice we received. We will also include any estimated reserves on reported "medical incidents".

b. A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable Aggregate Limit.

c. A description of closed "claims" and/or open "claims" including the date and description of "medical incident", amount of payment, if any, and an estimate of reserves, if any.

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

If we cancel or elect not to renew this Coverage Part, we will provide loss information within 15 days after notice of cancellation or nonrenewal is issued. In other circumstances, we will provide this information only if we receive a written request from the first Named Insured during the policy period or within 60 days after the end of the policy period. In this case, we will provide this information within 30 days of receipt of the request.

We compile "claim" and "medical incident" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate information.

C. Section V – Extended Reporting Period is replaced by the following:

1. We will provide one or more Extended Reporting Periods, as described below, if:

a. This Coverage Part is cancelled or not renewed; or

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

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

(2) Does not apply to injury on a claims-made basis.

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2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to injury caused by a "medical incident" which occurred after the Retroactive Date shown in the Declarations and before the end of the policy period, provided a "claim" for such injury is first made during the Extended Reporting Period. Once in effect, the Extended Reporting Period may not be cancelled.

3. A Basic Extended Reporting Period is automatically provided without additional charge if this policy is cancelled or nonrenewed by either you or us for any reason. This Basic Extended Reporting Period starts with the end of the policy period and lasts for sixty (60) days.

   The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for the exhaustion of the amount of insurance applicable to such "claims".

4. The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.

5. A Supplemental Extended Reporting Period of unlimited duration will be offered, but only by endorsement and for an additional charge.

6. You must notify us in writing of your intent to purchase the Supplemental Extended Reporting Period within sixty (60) days after the end of the policy period or the date of termination of the policy, whichever comes first. ~~The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due, along with any other premium and deductible owed~~.

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

   a. The exposures insured;

   b. Previous types and amounts of insurance;

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

   d. Other related factors.

   The additional premium will not exceed 200% of the annual premium for this policy.

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

   The Supplemental Aggregate Limit will be equal to the dollar amount shown as the Aggregate Limit in the Declarations at the inception of the policy period.

   Paragraph **2.** of **Section III** – Limits Of Insurance will be amended accordingly.

9. The Supplemental Extended Reporting Period Endorsement applicable to this coverage shall set forth the terms, not inconsistent with this section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

R E V I S E D

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES

This endorsement modifies insurance provided under the following:

DIAGNOSTIC TESTING LABORATORIES PROFESSIONAL LIABILITY COVERAGE PART
(CLAIMS-MADE VERSION)

REVISED

A. Paragraph **1.c.** of **Section I – Insuring Agreement** is replaced by the following:

1. Insuring Agreement

c. A "claim" shall be considered to be first made at the earlier of the following times:

(1) When notice of such "claim" is received by any insured and reported to us in writing; or

(2) When a "claim" is made directly to us in writing.

A "claim" received by the insured during the policy period and reported to us within 60 days after the end of the policy period will be considered to have been reported within the policy period.

B. The following is added to **Section IV – Conditions:**

10. Your Right To Loss Information

We will provide the first Named Insured shown in the Declarations the following information relating to this and any other preceding professional liability claims-made Coverage Part we have issued to you during the previous three years:

a. A list or other record of each "laboratory incident", not previously reported to any other insurer, of which we were notified in accordance with Paragraph **2.a.** of the Section **IV** – Duties In The Event Of A Laboratory Incident, Offense, Claim Or Suit Condition. We will include the date and brief description of the "laboratory incident" if that information was in the notice we received. We will also include any estimated reserves on reported "laboratory incidents".

b. A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable Aggregate Limit.

c. A description of closed "claims" and/or open "claims" including the date and description of "laboratory incident", amount of payment, if any, and an estimate of reserves, if any.

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

If we cancel or elect not to renew this Coverage Part, we will provide loss information within 15 days after notice of cancellation or nonrenewal is issued. In other circumstances, we will provide this information only if we receive a written request from the first Named Insured during the policy period or within 60 days after the end of the policy period. In this case, we will provide this information within 30 days of receipt of the request.

We compile "claim" and "laboratory incident" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate information.

C. Section V – Extended Reporting Period is replaced by the following:

1. We will provide one or more Extended Reporting Periods, as described below, if:

a. This Coverage Part is cancelled or not renewed; or

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

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

(2) Does not apply to injury on a claims-made basis.

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2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to injury caused by a "laboratory incident" which occurred after the Retroactive Date shown in the Declarations and before the end of the policy period, provided a "claim" for such injury is first made during the Extended Reporting Period. Once in effect, the Extended Reporting Period may not be cancelled.

3. A Basic Extended Reporting Period is automatically provided without additional charge if this policy is cancelled or nonrenewed by either you or us for any reason. This Basic Extended Reporting Period starts with the end of the policy period and lasts for sixty (60) days.

   The Basic Extended Reporting ~~p~~Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for the exhaustion of the amount of insurance applicable to such "claims".

4. The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.

5. A Supplemental Extended Reporting Period of unlimited duration will be offered, but only by endorsement and for an additional charge.

6. You must notify us in writing of your intent to purchase the Supplemental Extended Reporting Period within sixty (60) days after the end of the policy period or the date of termination of the policy, whichever comes first. ~~The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due, along with any other premium and deductible owed~~.

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

   a. The exposures insured;

   b. Previous types and amounts of insurance;

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

   d. Other related factors.

   The additional premium will not exceed 200% of the annual premium for this policy.

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

   The Supplemental Aggregate Limit will be equal to the dollar amount shown as the Aggregate Limit in the Declarations at the inception of the policy period.

   Paragraph **2.** of Section **III** – Limits Of Insurance will be amended accordingly.

9. The Supplemental Extended Reporting Period Endorsement applicable to this coverage shall set forth the terms, not inconsistent with this section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

R E V I S E D

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES

This endorsement modifies insurance provided under the following:

ALLIED HEALTH CARE PROVIDERS PROFESSIONAL LIABILITY COVERAGE PART
(CLAIMS-MADE VERSION)
PHYSICIANS, SURGEONS AND DENTISTS PROFESSIONAL LIABILITY COVERAGE PART
(CLAIMS-MADE VERSION)

R
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D

A. Paragraphs **1.c.** and **2.c.** of **Section I – Coverages** are replaced by the following:

c. A "claim" shall be considered to be first made at the earlier of the following times:

(1) When notice of such "claim" is received by any insured and reported to us in writing; or

(2) When a "claim" is made directly to us in writing.

A "claim" received by the insured during the policy period and reported to us within 60 days after the end of the policy period will be considered to have been reported within the policy period.

B. The following is added to **Section IV – Conditions:**

11. Your Right To Loss Information

We will provide the first Named Insured shown in the Declarations the following information relating to this and any other preceding professional liability claims-made Coverage Part we have issued to you during the previous three years:

a. A list or other record of each "medical incident" or "business entity incident", not previously reported to any other insurer, of which we were notified in accordance with Paragraph **2.a.** of the Duties In The Event Of A Medical Incident, Business Entity Incident, Claim Or Suit Condition. We will include the date and brief description of the "medical incident" or "business entity incident" if that information was in the notice we received. We will also include any estimated reserves on reported "medical incidents" or "business entity incidents".

b. A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable Individual Professional Liability Aggregate Limit or Partnership, Limited Liability Company, Association or Corporation Professional Liability Aggregate Limit.

c. A description of closed "claims" and/or open "claims" including the date and description of "medical incident" or "business entity incident", amount of payment, if any, and an estimate of reserves, if any.

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

If we cancel or elect not to renew this Coverage Part, we will provide loss information within 15 days after notice of cancellation or nonrenewal is issued. In other circumstances, we will provide this information only if we receive a written request from the first Named Insured during the policy period or within 60 days after the end of the policy period. In this case, we will provide this information within 30 days of receipt of the request.

We compile "claim", "medical incident" and "business entity incident" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate information.

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C. **Section V – Extended Reporting Period** is replaced by the following:

1. We will provide one or more Extended Reporting Periods, as described below, if:
   a. This Coverage Part is cancelled or not renewed; or
   b. We renew or replace this Coverage Part with insurance that:
      (1) Has a Retroactive Date later than the date shown in the Declarations of this Coverage Part; or
      (2) Does not apply to injury on a claims-made basis.
2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to injury caused by a "medical incident" or a "business entity incident" which occurred after the Retroactive Date shown in the Declarations and before the end of the policy period, provided a "claim" for such injury is first made during the Extended Reporting Period. Once in effect, the Extended Reporting Period may not be cancelled.
3. A Basic Extended Reporting Period is automatically provided without additional charge if this policy is cancelled or nonrenewed by either you or us for any reason. This Basic Extended Reporting Period starts with the end of the policy period and lasts for sixty (60) days.

   The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for the exhaustion of the amount of insurance applicable to such "claims".
4. The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.
5. A Supplemental Extended Reporting Period of unlimited duration will be offered, but only by endorsement and for an additional charge.
6. You must notify us in writing of your intent to purchase the Supplemental Extended Reporting Period within sixty (60) days after the end of the policy period or the date of termination of the policy, whichever comes first. ~~The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due, along with any other premium and deductible owed.~~
7. We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:
   a. The exposures insured;
   b. Previous types and amounts of insurance;
   c. Limit of Insurance available under this policy for future payment of damages; and
   d. Other related factors.

   The additional premium will not exceed 200% of the annual premium for this policy.
8. When the Supplemental Extended Reporting Period Endorsement is in effect, we will provide Supplemental Aggregate Limits for any "claim" first made during the Supplemental Extended Reporting Period.

   The Individual Professional Liability Supplemental Aggregate Limit will be equal to the dollar amount shown as the Individual Professional Liability Aggregate Limit in the Declarations at the inception of the policy period.

   The Partnership, Limited Liability Company, Association or Corporation Professional Liability Supplemental Aggregate Limit will be equal to the dollar amount shown as the Partnership, Limited Liability Company, Association or Corporation Professional Liability Aggregate Limit in the Declarations at the inception of the policy period.

   Paragraphs **2.** and **3.** of **Section III** – Limits Of Insurance will be amended accordingly.
9. The Supplemental Extended Reporting Period Endorsement applicable to this coverage shall set forth the terms, not inconsistent with this section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.
10. **Extended Reporting Period In Case Of Death, Permanent Disability Or Retirement (Applicable To The Physicians, Surgeons And Dentists Professional Liability Coverage Part Only)**

    An Extended Reporting Period of unlimited duration will be automatically provided, without additional charge, only under the following circumstances:
    a. In case of your death;
    b. If you become continuously and permanently disabled for six months and are unable to carry out your profession or practice as a physician, surgeon or dentist; or

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c. If you retire permanently from your profession or practice as a physician, surgeon or dentist after attaining the age of 55 and accumulating five or more consecutive years of claims-made coverage.

This Extended Reporting Period starts with the end of the policy period and does not apply to "claims" that are covered under any subsequent insurance or Extended Reporting Period you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "claims".

This Extended Reporting Period does not reinstate or increase the Limits of Insurance.

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R E V I S E D

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES

This endorsement modifies insurance provided under the following:

VETERINARIANS PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)

R E V I S E D

A. Paragraphs **1.c.** and **2.c.** of **Section I – Coverages** are replaced by the following:

c. A "claim" shall be considered to be first made at the earlier of the following times:

(1) When notice of such "claim" is received by any insured and reported to us in writing; or

(2) When a "claim" is made directly to us in writing.

A "claim" received by the insured during the policy period and reported to us within 60 days after the end of the policy period will be considered to have been reported within the policy period.

B. The following is added to **Section IV – Conditions:**

11. Your Right To Loss Information

We will provide the first Named Insured shown in the Declarations the following information relating to this and any other preceding professional liability claims-made Coverage Part we have issued to you during the previous three years:

a. A list or other record of each "veterinary incident" or "business entity incident", not previously reported to any other insurer, of which we were notified in accordance with Paragraph **2.a.** of the Duties In The Event Of A Veterinary Incident, Business Entity Incident, Claim Or Suit Condition. We will include the date and brief description of the "veterinary incident" or "business entity incident" if that information was in the notice we received. We will also include any estimated reserves on reported "veterinary incidents" or "business entity incidents".

b. A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable Individual Professional Liability Aggregate Limit or Partnership, Limited Liability Company, Association or Corporation Professional Liability Aggregate Limit.

c. A description of closed "claims" and/or open "claims" including the date and description of "veterinary incident" or "business entity incident", amount of payment, if any, and an estimate of reserves, if any.

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

If we cancel or elect not to renew this Coverage Part, we will provide loss information within 15 days after notice of cancellation or nonrenewal is issued. In other circumstances, we will provide this information only if we receive a written request from the first Named Insured during the policy period or within 60 days after the end of the policy period. In this case, we will provide this information within 30 days of receipt of the request.

We compile "claim", "veterinary incident" and "business entity incident" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate information.

C. Section V – Extended Reporting Period is replaced by the following:

1. We will provide one or more Extended Reporting Periods, as described below, if:

a. This Coverage Part is cancelled or not renewed; or

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

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

(2) Does not apply to injury on a claims-made basis.

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2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to injury caused by a "veterinary incident" or "business entity incident" which occurred after the Retroactive Date shown in the Declarations and before the end of the policy period, provided a "claim" for such injury is first made during the Extended Reporting Period. Once in effect, the Extended Reporting Period may not be cancelled.

3. A Basic Extended Reporting Period is automatically provided without additional charge if this policy is cancelled or nonrenewed by either you or us for any reason. This Basic Extended Reporting Period starts with the end of the policy period and lasts for sixty (60) days.

   The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for the exhaustion of the amount of insurance applicable to such "claims".

4. The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.

5. A Supplemental Extended Reporting Period of unlimited duration will be offered, but only by endorsement and for an additional charge.

6. You must notify us in writing of your intent to purchase the Supplemental Extended Reporting Period within sixty (60) days after the end of the policy period or the date of termination of the policy, whichever comes first. ~~The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due, along with any other premium and deductible owed.~~

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

   a. The exposures insured;

   b. Previous types and amounts of insurance;

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

   d. Other related factors.

   The additional premium will not exceed 200% of the annual premium for this policy.

8. When the Supplemental Extended Reporting Period Endorsement is in effect, we will provide Supplemental Aggregate Limits for any "claim" first made during the Supplemental Extended Reporting Period.

   The Individual Professional Liability Supplemental Aggregate Limit will be equal to the dollar amount shown as the Individual Professional Liability Aggregate Limit in the Declarations at the inception of the policy period.

   The Partnership, Limited Liability Company, Association or Corporation Professional Liability Supplemental Aggregate Limit will be equal to the dollar amount shown as the Partnership, Limited Liability Company, Association or Corporation Professional Liability Aggregate Limit in the Declarations at the inception of the policy period.

   Paragraphs **2.** and **3.** of **Section III** – Limits Of Insurance will be amended accordingly.

9. The Supplemental Extended Reporting Period Endorsement applicable to this coverage shall set forth the terms, not inconsistent with this section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES – SUPPLEMENTAL EXTENDED REPORTING PERIOD ENDORSEMENT

This endorsement modifies insurance provided under the following:

ALLIED HEALTH CARE PROVIDERS PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)
PHYSICIANS, SURGEONS AND DENTISTS PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)

R E V I S E D

A. A Supplemental Extended Reporting Period Endorsement is provided, as described in Arkansas Changes Endorsement **PR 27 04.**

B. An Individual Professional Liability Supplemental Aggregate Limit and a Partnership, Limited Liability Company, Association or Corporation Professional Liability Supplemental Aggregate Limit, as set forth in Paragraph **D.** below, apply to any "claim" that is first made to us during the Supplemental Extended Reporting Period. These limits are equal, respectively, to the:

1. Individual Professional Liability Aggregate Limit; and

2. Partnership, Limited Liability Company, Association or Corporation Professional Liability Aggregate Limit

dollar amount entered on the Declarations at the inception of the policy period.

C. The following is added as Paragraph **1.e.** of Coverage **A** and Paragraph **2.e.** of Coverage **B** under **Section I – Coverages:**

e. A "claim" first made after the end of the Basic Extended Reporting Period will be deemed to have been made on the last day of the policy period, provided that the "claim" is for damages because of a "medical incident" or a "business entity incident" that occurred before the end of the policy period (but not before any applicable Retroactive Date).

D. Paragraphs **2.** and **3.** of **Section III – Limits Of Insurance** are replaced by the following:

2. The Individual Professional Liability Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A.** However, the Individual Professional Liability Aggregate Limit does not apply to damages under Coverage **A** from any "claim" which is first made during the Supplemental Extended Reporting Period.

The Individual Professional Liability Supplemental Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A** from any "claim" which is first made during the Supplemental Extended Reporting Period.

3. The Partnership, Limited Liability Company, Association or Corporation Professional Liability Supplemental Aggregate Limit is the most we will pay for the sum of all damages under Coverage **B.** However, the Partnership, Limited Liability Company, Association or Corporation Professional Liability Aggregate Limit does not apply to damages under Coverage **B** from any "claim" which is first made during the Supplemental Extended Reporting Period.

The Partnership, Limited Liability Company, Association or Corporation Professional Liability Supplemental Aggregate Limit is the most we will pay for the sum of all damages under Coverage **B** from any "claim" which is first made during the Supplemental Extended Reporting Period.

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E. The following is added to Paragraph **4.b. Other Insurance** under **Section IV – Conditions:**

4. Other Insurance

b. Excess Insurance

When coverage is provided under a Supplemental Extended Reporting Period, this insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after the Supplemental Extended Reporting Period begins.

F. This endorsement ~~will not take effect unless you pay~~ is available for ~~the~~ an additional premium ~~for it when due, along with any other premium or deductible owed under the terms of the policy~~, as set forth in Arkansas Changes Endorsement **PR 27 04.** If that premium is paid when due, this endorsement may not be cancelled.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES – SUPPLEMENTAL EXTENDED REPORTING PERIOD ENDORSEMENT

This endorsement modifies insurance provided under the following:

BLOOD BANKS PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)
HOSPITAL PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)

A. A Supplemental Extended Reporting Period Endorsement is provided, as described in Arkansas Changes Endorsement **PR 27 02.**

B. A Supplemental Aggregate Limit, as set forth in Paragraph **D.** below, applies to any "claim" that is first made to us during the Supplemental Extended Reporting Period. This limit is equal to the Aggregate Limit dollar amount entered on the Declarations at the inception of the policy period.

C. The following is added as Paragraph **1.e.** of **Section I – Coverages:**

e. A "claim" first made after the end of the Basic Extended Reporting Period will be deemed to have been made on the last day of the policy period, provided that the "claim" is for damages because of a "medical incident" that occurred before the end of the policy period (but not before any applicable Retroactive Date).

D. Paragraph **2.** of **Section III – Limits Of Insurance** is replaced by the following:

2. The Aggregate Limit is the most we will pay for the sum of all damages because of injury. However, the Aggregate Limit does not apply to damages from any "claim" which is first made during the Supplemental Extended Reporting Period.

The Supplemental Aggregate Limit is the most we will pay for the sum of all damages from any "claim" which is first made during the Supplemental Extended Reporting Period.

E. The following is added to Paragraph **4.b. Other Insurance** under **Section IV – Conditions:**

4. Other Insurance

b. Excess Insurance

When coverage is provided under a Supplemental Extended Reporting Period, this insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after the Supplemental Extended Reporting Period begins.

F. This endorsement ~~will not take effect unless you pay~~ is available for ~~the~~ an additional premium ~~for it when due, along with any other premium or deductible owed under the terms of the policy~~, as set forth in Arkansas Changes Endorsement **PR 27 02.** If that premium is paid when due, this endorsement may not be cancelled.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES – SUPPLEMENTAL EXTENDED REPORTING PERIOD ENDORSEMENT

This endorsement modifies insurance provided under the following:

DIAGNOSTIC TESTING LABORATORIES PROFESSIONAL LIABILITY COVERAGE PART
(CLAIMS-MADE VERSION)

R E V I S E D

A. A Supplemental Extended Reporting Period Endorsement is provided, as described in Arkansas Changes Endorsement **PR 27 03.**

B. A Supplemental Aggregate Limit as set forth in Paragraph **D.** below applies to any "claim" that is first made to us during the Supplemental Extended Reporting Period. This limit is equal to the Aggregate Limit and dollar amount entered on the Declarations at the inception of the policy period.

C. The following is added as Paragraph **1.e.** of **Section I – Coverages:**

e. A "claim" first made after the end of the Basic Extended Reporting Period will be deemed to have been made on the last day of the policy period, provided that the "claim" is for damages because of a "laboratory incident" that occurred before the end of the policy period (but not before any applicable Retroactive Date).

D. Paragraph **2.** of **Section III – Limits Of Insurance** is replaced by the following:

2. The Aggregate Limit is the most we will pay for the sum of all damages for injury. However, the Aggregate Limit does not apply to damages from any "claim" which is first made during the Supplemental Extended Reporting Period.

The Supplemental Aggregate Limit is the most we will pay for the sum of all damages from any "claim" which is first made during the Supplemental Extended Reporting Period.

E. The following is added to Paragraph **4.b. Other Insurance** under **Section IV – Conditions:**

4. Other Insurance

b. Excess Insurance

When coverage is provided under a Supplemental Extended Reporting Period, this insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after the Supplemental Extended Reporting Period begins.

F. This endorsement ~~will not take effect unless you pay the~~ is available for ~~the~~ an additional premium ~~for it when due, along with any other premium or deductible owed under the terms of the policy~~, as set forth in Arkansas Changes Endorsement **PR 27 03.** If that premium is paid when due, this endorsement may not be cancelled.

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ARKANSAS CHANGES – SUPPLEMENTAL EXTENDED REPORTING PERIOD ENDORSEMENT

This endorsement modifies insurance provided under the following:

OPTOMETRISTS PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)

A. A Supplemental Extended Reporting Period Endorsement is provided, as described in Arkansas Changes Endorsement **PR 27 05.**

B. An Individual Professional Liability Supplemental Aggregate Limit and a Partnership, Limited Liability Company, Association Or Corporation Professional Liability Supplemental Aggregate Limit, as set forth in Paragraph **D.** below, apply to any "claim" that is first made to us during the Supplemental Extended Reporting Period. These limits are equal, respectively, to the:

1. Individual Professional Liability Aggregate Limit; and

2. Partnership, Limited Liability Company, Association Or Corporation Professional Liability Aggregate Limit

dollar amount entered on the Declarations at the inception of the policy period.

C. The following is added as Paragraph **1.e.** of Coverage **A** and Paragraph **2.e.** of Coverage **B** under **Section I – Coverages:**

e. A "claim" first made after the end of the Basic Extended Reporting Period will be deemed to have been made on the last day of the policy period, provided that the "claim" is for damages because of an "optometric incident" or a "business entity incident" that occurred before the end of the policy period (but not before any applicable Retroactive Date).

D. Paragraphs **2.** and **3.** of **Section III – Limits Of Insurance** are replaced by the following:

2. The Individual Professional Liability Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A.** However, the Individual Professional Liability Aggregate Limit does not apply to damages under Coverage **A** from any "claim" which is first made during the Supplemental Extended Reporting Period.

The Individual Professional Liability Supplemental Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A** from any "claim" which is first made during the Supplemental Extended Reporting Period.

3. The Partnership, Limited Liability Company, Association Or Corporation Professional Liability Aggregate Limit is the most we will pay for the sum of all damages under Coverage **B.** However, the Partnership, Limited Liability Company, Association Or Corporation Professional Liability Aggregate Limit does not apply to damages under Coverage **B** from any "claim" which is first made during the Supplemental Extended Reporting Period.

The Partnership, Limited Liability Company, Association Or Corporation Professional Liability Supplemental Aggregate Limit is the most we will pay for the sum of all damages under Coverage **B** from any "claim" which is first made during the Supplemental Extended Reporting Period.

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E. The following is added to Paragraph **4.b. Other Insurance** under **Section IV – Conditions:**

4. Other Insurance

b. Excess Insurance

When coverage is provided under a Supplemental Extended Reporting Period, this insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after the Supplemental Extended Reporting Period begins.

F. This endorsement ~~will not take effect unless you pay the~~ is available for ~~the~~ an additional premium ~~for it when due, along with any other premium or deductible owed under the terms of the policy~~, as set forth in Arkansas Changes Endorsement **PR 27 05.** If that premium is paid when due, this endorsement may not be cancelled.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES – SUPPLEMENTAL EXTENDED REPORTING PERIOD ENDORSEMENT

This endorsement modifies insurance provided under the following:

VETERINARIANS PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)

R E V I S E D

A. A Supplemental Extended Reporting Period Endorsement is provided, as described in Arkansas Changes Endorsement **PR 27 06.**

B. An Individual Professional Liability Supplemental Aggregate Limit and a Partnership, Limited Liability Company, Association Or Corporation Professional Liability Supplemental Aggregate Limit, as set forth in Paragraph **D.** below, apply to any "claim" that is first made to us during the Supplemental Extended Reporting Period. These limits are equal, respectively, to the:

1. Individual Professional Liability Aggregate Limit; and
2. Partnership, Limited Liability Company, Association Or Corporation Professional Liability Aggregate Limit

dollar amount entered on the Declarations at the inception of the policy period.

C. The following is added as Paragraph **1.e.** of Coverage **A** and Paragraph **2.e.** of Coverage **B** under **Section I – Coverages:**

e. A "claim" first made after the end of the Basic Extended Reporting Period will be deemed to have been made on the last day of the policy period, provided that the "claim" is for damages because of a "veterinary incident" or a "business entity incident" that occurred before the end of the policy period (but not before any applicable Retroactive Date).

D. Paragraphs **2.** and **3.** of **Section III – Limits Of Insurance** is replaced by the following:

2. The Individual Professional Liability Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A.** However, the Individual Professional Liability Aggregate Limit does not apply to damages under Coverage **A** from any "claim" which is first made during the Supplemental Extended Reporting Period.

   The Individual Professional Liability Supplemental Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A** from any "claim" which is first made during the Supplemental Extended Reporting Period.

3. The Partnership, Limited Liability Company, Association Or Corporation Professional Liability Aggregate Limit is the most we will pay for the sum of all damages under Coverage **B.** However, the Partnership, Limited Liability Company, Association Or Corporation Professional Liability Aggregate Limit does not apply to damages under Coverage **B** from any "claim" which is first made during the Supplemental Extended Reporting Period.

   The Partnership, Limited Liability Company, Association Or Corporation Professional Liability Supplemental Aggregate Limit is the most we will pay for the sum of all damages under Coverage **B** from any "claim" which is first made during the Supplemental Extended Reporting Period.

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E. The following is added to Paragraph **4.b. Other Insurance** under **Section IV – Conditions:**

4. Other Insurance

b. Excess Insurance

When coverage is provided under a Supplemental Extended Reporting Period, this insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after the Supplemental Extended Reporting Period begins.

F. This endorsement ~~will not take effect unless you pay the~~ is available for ~~the~~ an additional premium ~~for it when due, along with any other premium or deductible owed under the terms of the policy~~, as set forth in Arkansas Changes Endorsement **PR 27 06.** If that premium is paid when due, this endorsement may not be cancelled.

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Edith Roberts

To: Beckel, Donald J.

Subject: Filing # PR 2007-OFR07

July 8, 2008

Donald J. Beckel, CPCU, ARM
Assistant Regional Manager
Government Relations
Insurance Services Office, Inc.
2828 E. Trinity Mills Road, #150
Carrollton, TX 75006

Re: PR 2007-OFR07 (Amendment)
Medical Professional Liability – Forms and Endorsements

Dear Don:

Hope you are doing well!

I am in receipt of the above captioned filing containing the AR Amendatory changes for the Basic and Supplemental Extended Reporting Period requirements.

Each form contains a provision that must be omitted. Please refer to the last sentence of #6, page 2, in Forms PR 27 02 through PR 27 06. Also, in Forms PR 27 45 through PR 27 49, please refer to provision F.

Arkansas does not allow that the insurer withhold either the basic or optional extended reporting periods for cancellation/termination due to non-payment of premium, or if deductibles, retentions or excess payments over the limit of liability reimbursements are owed. Also, if payment is received to purchase the optional extended reporting period, that payment must be applied to place the optional extended reporting period coverage into effect, rather than first applied to any monies owed on the terminating policy.

If you will strike this portion of the sentence as contained where listed in paragraph two of this correspondence, the filing may be approved.

The companion rule filing PR 2007-ORU07 (Amendment) is correct and has been marked "Filed" and is being returned to you.

Should you have any questions, please feel free to contact me at any of the listings below.

Sincerely,
Edith Roberts
edith.roberts@arkansas.gov
Property & Casualty Compliance
Arkansas Insurance Department
3rd and Cross Streets
Little Rock, AR 72201
fax 501-371-2748
office 501-371-2808

Edith Roberts

From: Edith Roberts
Sent: Tuesday, July 08, 2008 10:14 AM
To: 'Beckel, Donald J.'
Subject: Filing # PR 2007-OFR07

July 8, 2008

Donald J. Beckel, CPCU, ARM
Assistant Regional Manager
Government Relations
Insurance Services Office, Inc.
2828 E. Trinity Mills Road, #150
Carrollton, TX 75006

Re: PR 2007-OFR07 (Amendment)
Medical Professional Liability – Forms and Endorsements

Dear Don:

Hope you are doing well!

I am in receipt of the above captioned filing containing the AR Amendatory changes for the Basic and Supplemental Extended Reporting Period requirements.

Each form contains a provision that must be omitted. Please refer to the last sentence of #6, page 2, in Forms PR 27 02 through PR 27 06. Also, in Forms PR 27 45 through PR 27 49, please refer to provision F.

Arkansas does not allow that the insurer withhold either the basic or optional extended reporting periods for cancellation/termination due to non-payment of premium, or if deductibles, retentions or excess payments over the limit of liability reimbursements are owed. Also, if payment is received to purchase the optional extended reporting period, that payment must be applied to place the optional extended reporting period coverage into effect, rather than first applied to any monies owed on the terminating policy.

If you will strike this portion of the sentence as contained where listed in paragraph two of this correspondence, the filing may be approved.

The companion rule filing PR 2007-ORU07 (Amendment) is correct and has been marked "Filed" and is being returned to you.

Should you have any questions, please feel free to contact me at any of the listings below.

Sincerely,
Edith Roberts
edith.roberts@arkansas.gov
Property & Casualty Compliance
Arkansas Insurance Department
3rd and Cross Streets
Little Rock, AR 72201
fax 501-371-2748

Edith Roberts

From: Edith Roberts
Sent: Tuesday, July 08, 2008 10:14 AM
To: 'Beckel, Donald J.'
Subject: Filing # PR 2007-OFR07

July 8, 2008

Donald J. Beckel, CPCU, ARM
Assistant Regional Manager
Government Relations
Insurance Services Office, Inc.
2828 E. Trinity Mills Road, #150
Carrollton, TX 75006

Re: PR 2007-OFR07 (Amendment)
Medical Professional Liability – Forms and Endorsements

Dear Don:

Hope you are doing well!

I am in receipt of the above captioned filing containing the AR Amendatory changes for the Basic and Supplemental Extended Reporting Period requirements.

Each form contains a provision that must be omitted. Please refer to the last sentence of #6, page 2, in Forms PR 27 02 through PR 27 06. Also, in Forms PR 27 45 through PR 27 49, please refer to provision F.

Arkansas does not allow that the insurer withhold either the basic or optional extended reporting periods for cancellation/termination due to non-payment of premium, or if deductibles, retentions or excess payments over the limit of liability reimbursements are owed. Also, if payment is received to purchase the optional extended reporting period, that payment must be applied to place the optional extended reporting period coverage into effect, rather than first applied to any monies owed on the terminating policy.

If you will strike this portion of the sentence as contained where listed in paragraph two of this correspondence, the filing may be approved.

The companion rule filing PR 2007-ORU07 (Amendment) is correct and has been marked "Filed" and is being returned to you.

Should you have any questions, please feel free to contact me at any of the listings below.

Sincerely,
Edith Roberts
edith.roberts@arkansas.gov
Property & Casualty Compliance
Arkansas Insurance Department
3rd and Cross Streets
Little Rock, AR 72201
fax 501-371-2748

Edith Roberts

From: Edith Roberts
Sent: Tuesday, July 08, 2008 10:14 AM
To: 'Beckel, Donald J.'
Subject: Filing # PR 2007-OFR07

July 8, 2008

Donald J. Beckel, CPCU, ARM
Assistant Regional Manager
Government Relations
Insurance Services Office, Inc.
2828 E. Trinity Mills Road, #150
Carrollton, TX 75006

Re: PR 2007-OFR07 (Amendment)
Medical Professional Liability – Forms and Endorsements

Dear Don:

Hope you are doing well!

I am in receipt of the above captioned filing containing the AR Amendatory changes for the Basic and Supplemental Extended Reporting Period requirements.

Each form contains a provision that must be omitted. Please refer to the last sentence of #6, page 2, in Forms PR 27 02 through PR 27 06. Also, in Forms PR 27 45 through PR 27 49, please refer to provision F.

Arkansas does not allow that the insurer withhold either the basic or optional extended reporting periods for cancellation/termination due to non-payment of premium, or if deductibles, retentions or excess payments over the limit of liability reimbursements are owed. Also, if payment is received to purchase the optional extended reporting period, that payment must be applied to place the optional extended reporting period coverage into effect, rather than first applied to any monies owed on the terminating policy.

If you will strike this portion of the sentence as contained where listed in paragraph two of this correspondence, the filing may be approved.

The companion rule filing PR 2007-ORU07 (Amendment) is correct and has been marked "Filed" and is being returned to you.

Should you have any questions, please feel free to contact me at any of the listings below.

Sincerely,
Edith Roberts
edith.roberts@arkansas.gov
Property & Casualty Compliance
Arkansas Insurance Department
3rd and Cross Streets
Little Rock, AR 72201
fax 501-371-2748

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Acknowledgement Copy *– Please stamp this copy with action taken and return to ISO in the attached envelope.*

2828 E. TRINITY MILLS ROAD SUITE 150 CARROLLTON, TX 75006
TEL: (214) 390-1825 FAX: (214) 390-1975

Kenneth J. Hill, CPCU
Regional Director, Government Relations

June 25, 2008

Approved until withdrawn or revoked
Arkansas Insurance Department
By:

Honorable Julie Benafield Bowman
Commissioner of Insurance
Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

Attention: Edith Roberts
Property and Casualty Division

RE: Insurance Services Office,Inc.
PR 2007-OFR07 (Amendment)
Medical Professional Liability
Multistate Forms and Endorsements
State of Arkansas

Dear Ms. Roberts:

On behalf of those participating insurers that have authorized Insurance Services Office, Inc. to do so, we hereby file the enclosed Amendment in response to a request from the Arkansas Insurance Department.

It is proposed that this revision will become effective in accordance with the following rule of application:

These changes are applicable to all polices written on or after December 1, 2008.

Our Amendment to companion rules filing PR 2007-ORU07 accomodating the changes to PR 2007-OFR07 is also submitted today under separate cover.

Please return an acknowledged copy of this cover letter for our records. An addressed, stamped envelope is enclosed for your convenience. We have also included an additional copy of this letter and envelope; we request that you return it now with a "received" stamp to confirm that you have received the filing.

Very truly yours,

Donald J. Beckel, CPCU, ARM
Assistant Regional Manager
Government Relations

DJB:dlb
Encl.

RECEIVED
JUN 30 2008
PROPERTY AND CASUALTY DIVISION
ARKANSAS INSURANCE DEPARTMENT

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Acknowledgement Copy *– Please stamp this copy with action taken and return to ISO in the attached envelope.*

2828 EAST TRINITY MILLS ROAD SUITE 150 CARROLLTON, TX 75006
TEL: (214) 390-1825 FAX: (214) 390-1975

November 29, 2007

RECEIVED
DEC 06 2007
PROPERTY AND CASUALTY DIVISION
ARKANSAS INSURANCE DEPARTMENT

Honorable Julie Benafield Bowman
Commissioner of Insurance
Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

Attention: William R. Lacy, Director
Property and Casualty Division

RE: Insurance Services Office,Inc.
PR 2007-OFR07
Medical Professional Liability
Multistate Forms and Endorsements
State of Arkansas

Dear Mr. Lacy:

On behalf of those participating insurers that have authorized Insurance Services Office, Inc. to do so, we hereby file the captioned filing.

It is proposed that this revision will become effective in accordance with the following rule of application:

These changes are applicable to all polices written on or after September 1, 2008.

Companion filings PR 2007-ORU07 (rules), PR 2007-BPROF (loss costs), and CL 2007-OPR07 (endorsements) are also submitted today under separate cover.

Please return an acknowledged copy of this cover letter for our records. An addressed, stamped envelope is enclosed for your convenience. We have also included an additional copy of this letter and envelope; we request that you return it now with a "received" stamp to confirm that you have received the filing.

Very truly yours,

Donald J. Beckel, CPCU, ARM
Assistant Regional Manager

DJB:dlb
Encl.

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ER

2828 E. TRINITY MILLS ROAD SUITE 150 CARROLLTON, TX 75006
TEL: (214) 390-1825 FAX: (214) 390-1975

Kenneth J. Hill, CPCU
Regional Director, Government Relations

Approved until withdrawn or revoked

Arkansas Insurance Department
By:

June 25, 2008

Honorable Julie Benafield Bowman
Commissioner of Insurance
Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

Attention: Edith Roberts
Property and Casualty Division

RE: Insurance Services Office,Inc.
PR 2007-OFR07 (Amendment)
Medical Professional Liability
Multistate Forms and Endorsements
State of Arkansas

Dear Ms. Roberts:

On behalf of those participating insurers that have authorized Insurance Services Office, Inc. to do so, we hereby file the enclosed Amendment in response to a request from the Arkansas Insurance Department.

It is proposed that this revision will become effective in accordance with the following rule of application:

These changes are applicable to all polices written on or after December 1, 2008.

Our Amendment to companion rules filing PR 2007-ORU07 accomodating the changes to PR 2007-OFR07 is also submitted today under separate cover.

Please return an acknowledged copy of this cover letter for our records. An addressed, stamped envelope is enclosed for your convenience. We have also included an additional copy of this letter and envelope; we request that you return it now with a "received" stamp to confirm that you have received the filing.

Very truly yours,

Donald J. Beckel, CPCU, ARM
Assistant Regional Manager
Government Relations

RECEIVED
JUN 30 2008
PROPERTY AND CASUALTY DIVISION
ARKANSAS INSURANCE DEPARTMENT

DJB:dlb
Encl.

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Arkansas Amendment to 2008 Medical Professional Liability Multistate Forms Revision

About This Filing

This filing introduced several Arkansas-specific endorsements in response to a request from the Arkansas Insurance Department.

New Forms

We are introducing the following endorsements in Arkansas:

- PR 27 45 11 08 Arkansas Changes - Supplemental Extended Reporting Period Endorsement [applicable to the Allied Health Care Providers and Physicians, Surgeons And Dentists Professional Liability Coverage Parts (Claims-made Version)]
- PR 27 46 11 08 Arkansas Changes - Supplemental Extended Reporting Period Endorsement [applicable to the Blood Banks and Hospital Professional Liability Coverage Parts (Claims-made Version)]
- PR 27 47 11 08 Arkansas Changes - Supplemental Extended Reporting Period Endorsement [applicable to the Diagnostic Testing Laboratories Professional Liability Coverage Part (Claims-made Version)]
- PR 27 48 11 08 Arkansas Changes - Supplemental Extended Reporting Period Endorsement [applicable to the Optometrists Professional Liability Coverage Part (Claims-made Version)]
- PR 27 49 11 08 Arkansas Changes - Supplemental Extended Reporting Period Endorsement [applicable to the Veterinarians Professional Liability Coverage Part (Claims-made Version)]

Revised Forms

We are revising the following forms:

- PR 27 02 09 08 Arkansas Changes [applicable to the Blood Banks and Hospital Professional Liability Coverage Parts (Claims-made Version)]

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- PR 27 03 09 08 Arkansas Changes [applicable to the Diagnostic Testing Laboratories Professional Liability Coverage Part (Claims-made Version)]
- PR 27 04 09 08 Arkansas Changes [applicable to the Allied Health Care Providers and Physicians, Surgeons And Dentists Professional Liability Coverage Parts (Claims-made Version)]
- PR 27 05 09 08 Arkansas Changes [applicable to the Optometrists Professional Liability Coverage Part (Claims-made Version)]
- PR 27 06 09 08 Arkansas Changes [applicable to the Veterinarians Professional Liability Coverage Part (Claims-made Version)]

We have used a format of ~~striking through~~ deletions, underlining additions and inserting a revision bar in the left margin to indicate changes from the above-referenced previously submitted editions to the 11 08 editions.

Withdrawn Forms

We are withdrawing the following multistate forms from use in Arkansas:

- PR 27 00 12 97 Extended Reporting Period Endorsement
- PR 27 01 12 97 Extended Reporting Period Endorsement

Related Filing(s)

PR-2007-ORU07 (Rules amendment)

Background

As part of the supplement to multistate forms filing PR-2007-OFR07, we revised the above-mentioned endorsements solely to reflect the renaming of the program name in the header of the endorsement to Medical Professional Liability.

The Arkansas Insurance Department requested that we revise these endorsements based on the Department's position that medical malpractice insurance forms must offer claims made extended reporting period provisions at least as broad as the minimum standards set forth in ARK. CODE ANN. § 23-79-306, which states that insurers must provide a basic sixty day extended reporting period free of charge and provides that an optional extended reporting period endorsement must be offered by the insurer which shall be no less than the greater of the amount of coverage remaining in the expiring policy aggregate or 50% of the aggregate at policy inception.

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Explanation of Changes

In response to the Department's position regarding the applicability of ARK. CODE ANN. § 23-79-306 to medical malpractice forms, we are revising the Arkansas Changes endorsement for the various coverage parts to provide for:

- A 60-day basic extended reporting period offered free of charge upon policy cancellation or nonrenewal, which runs from the expiration date of the policy;
- An option for the insured to purchase a supplemental extended reporting period which reflects the current provisions for the extended reporting period that are in the current Arkansas Changes endorsements for the various coverage parts. When the Supplemental Extended Reporting Period is purchased, a separate Supplemental Aggregate Limit is provided which will be equal to the policy's Aggregate Limit that was in effect at the inception of the policy period; and
- That the additional premium for the supplemental extended reporting period may not exceed 200% of the annual premium to reflect the increased exposure for insurers by reinstatement of the limits of insurance under the supplemental extended reporting period.

Note that endorsement PR 27 04, applicable to Physicians, Surgeons and Dentists also reflects an extended reporting period in case of death, permanent disability or retirement for the Physicians, Surgeons And Dentists Professional Liability Coverage Part only, to track the provisions currently available under the Physicians, Surgeons, and Dentists Coverage form.

In addition, we are introducing Supplemental Extended Reporting Period Endorsements for use with the various coverage parts. A summary of their provisions are provided below:

- A Supplemental Extended Reporting Period is available, as described in the applicable Arkansas Changes endorsements.
- Endorsements PR 27 46 and PR 27 47 provide a Supplemental Aggregate Limit, which will be equal to the policy's Aggregate Limit.
- Endorsements PR 27 45, PR 27 48 and PR 27 49 provide an Individual Professional Liability Supplemental Aggregate Limit and a Partnership, Limited Liability Company, Association or Corporation Professional Liability Supplemental Aggregate Limit, which will be equal, respectively, to the policies' Individual Professional Liability Aggregate Limit and Partnership, Limited Liability Company, Association or Corporation Professional Liability Aggregate Limit.

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- The insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, when a policy period begins or continues after the Supplemental Extended Reporting Period takes effect.
- The Supplemental Extended Reporting Period endorsement will not take effect unless the additional premium charged is paid when due, along with any other premium or deductible which is owed. Once payment is made, the endorsement may not be cancelled.

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POLICY NUMBER:

PROFESSIONAL LIABILITY
PR 27 00 12 97

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED REPORTING PERIOD ENDORSEMENT

This endorsement modifies insurance provided under the following:

ALLIED HEALTH CARE PROVIDERS PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)
OPTOMETRISTS PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)
PHYSICIANS, SURGEONS AND DENTISTS PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)
VETERINARIANS PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)

SCHEDULE

Premium $

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. An Extended Reporting Period is provided, as described in Section **V** – Extended Reporting Periods.

B. A Supplemental Individual Professional Liability Aggregate Limit and a Supplemental Partnership, Limited Liability Company, Association or Corporation Professional Liability Aggregate Limit, as set forth in Paragraph **C.** below, apply to any "claim" that is first made to us during the Extended Reporting Period. These limits are equal, respectively, to the:

1. Individual Professional Liability Aggregate Limit; and

2. Partnership, Limited Liability Company, Association or Corporation Professional Liability Aggregate Limit

dollar amount entered on the Declarations at the inception of the policy period, or as amended thereafter by endorsement, if any.

C. Paragraphs **2.** and **3.** of **Section III – Limits Of Insurance** is replaced by the following:

2. The Individual Professional Liability Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE **A.** However, the Individual Professional Liability Aggregate Limit does not apply to damages under COVERAGE **A** from any "claim" which is first made during the Extended Reporting Period.

The Supplemental Individual Professional Liability Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE **A** from any "claim" which is first made during the Extended Reporting Period.

3. The Partnership, Limited Liability Company, Association or Corporation Professional Liability Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE **B.** However, the Partnership, Limited Liability Company, Association or Corporation Professional Liability Aggregate Limit does not apply to damages under COVERAGE **B** from any "claim" which is first made during the Extended Reporting Period.

The Supplemental Partnership, Limited Liability Company, Association or Corporation Professional Liability Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE **B** from any "claim" which is first made during the Extended Reporting Period.

D. The following is added to Paragraph **4.b., Other Insurance** under **Section IV – Conditions:**

4. Other Insurance

b. Excess Insurance

When coverage is provided under an Extended Reporting Period, this insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after the Extended Reporting Period begins.

E. This endorsement will not take effect unless the additional premium for it is paid when due. If that premium is paid when due, this endorsement may not be canceled.

W I T H D R A W N

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POLICY NUMBER:

PROFESSIONAL LIABILITY
PR 27 01 12 97

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED REPORTING PERIOD ENDORSEMENT

This endorsement modifies insurance provided under the following:

BLOOD BANKS PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)
DIAGNOSTIC TESTING LABORATORIES PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)
HOSPITAL PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)

SCHEDULE

Premium $

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. An Extended Reporting Period is provided, as described in Section **V** – Extended Reporting Periods.

B. A Supplemental Aggregate Limit, as set forth in Paragraph **C.** below, applies to any "claim" that is first made during the Extended Reporting Period. The Supplemental Aggregate Limit is equal to the dollar amount of the Aggregate Limit entered on the Declarations at the inception of the policy period or as amended thereafter by endorsement, if any.

C. Paragraph **2.** of **Section III – Limits Of Insurance** is replaced by the following:

2. The Aggregate Limit is the most we will pay for the sum of all damages because of injury. However, the Aggregate Limit does not apply to damages because of injury from any "claim" which is first made during the Extended Reporting Period.

The Supplemental Aggregate Limit is the most we will pay for the sum of all damages because of injury from any "claim" which is first made during the Extended Reporting Period.

D. The following subparagraph is added to Paragraph **4., Other Insurance** under **Section IV – Conditions:**

4. Other Insurance

b. Excess Insurance

When coverage is provided under an Extended Reporting Period, this insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after the Extended Reporting Period begins.

E. This endorsement will not take effect unless the additional premium for it is paid when due. If that premium is paid when due, this endorsement may not be canceled.

W I T H D R A W N

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES

This endorsement modifies insurance provided under the following:

BLOOD BANKS PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)
HOSPITAL PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)

R E V I S E D

A. Paragraph **1.c.** of **Section I – Insuring Agreement** is replaced by the following:

1. Insuring Agreement

c. A "claim" shall be considered to be first made at the earlier of the following times:

(1) When notice of such "claim" is received by any insured and reported to us in writing; or

(2) When a "claim" is made directly to us in writing.

A "claim" received by the insured during the policy period and reported to us within 60 days after the end of the policy period will be considered to have been reported within the policy period.

B. The following is added to **Section IV – Conditions:**

10. Your Right To Loss Information

We will provide the first Named Insured shown in the Declarations the following information relating to this and any other preceding professional liability claims-made Coverage Part we have issued to you during the previous three years:

a. A list or other record of each "medical incident", not previously reported to any other insurer, of which we were notified in accordance with Paragraph **2.a.** of the Section **IV** – Duties In The Event Of A Medical Incident, Claim Or Suit Condition. We will include the date and brief description of the "medical incident" if that information was in the notice we received. We will also include any estimated reserves on reported "medical incidents".

b. A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable Aggregate Limit.

c. A description of closed "claims" and/or open "claims" including the date and description of "medical incident", amount of payment, if any, and an estimate of reserves, if any.

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

If we cancel or elect not to renew this Coverage Part, we will provide loss information within 15 days after notice of cancellation or nonrenewal is issued. In other circumstances, we will provide this information only if we receive a written request from the first Named Insured during the policy period or within 60 days after the end of the policy period. In this case, we will provide this information within 30 days of receipt of the request.

We compile "claim" and "medical incident" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate information.

C. **Section V – Extended Reporting Period** is replaced by the following:

1. We will provide one or more Extended Reporting Periods, as described below, if:

a. This Coverage Part is cancelled or not renewed; or

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

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

(2) Does not apply to injury on a claims-made basis.

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2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to injury caused by a "medical incident" which occurred after the Retroactive Date shown in the Declarations and before the end of the policy period, provided a "claim" for such injury is first made during the Extended Reporting Period. Once in effect, the Extended Reporting Period may not be cancelled.

3. A Basic Extended Reporting Period is automatically provided without additional charge if this policy is cancelled or nonrenewed by either you or us for any reason. This Basic Extended Reporting Period starts with the end of the policy period and lasts for sixty (60) days.

   The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for the exhaustion of the amount of insurance applicable to such "claims".

4. The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.

5. A Supplemental Extended Reporting Period of unlimited duration will be offered, but only by endorsement and for an additional charge.

6. You must notify us in writing of your intent to purchase the Supplemental Extended Reporting Period within sixty (60) days after the end of the policy period or the date of termination of the policy, whichever comes first. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due, along with any other premium and deductible owed.

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

   a. The exposures insured;

   b. Previous types and amounts of insurance;

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

   d. Other related factors.

   The additional premium will not exceed 200% of the annual premium for this policy.

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

   The Supplemental Aggregate Limit will be equal to the dollar amount shown as the Aggregate Limit in the Declarations at the inception of the policy period.

   Paragraph **2.** of **Section III** – Limits Of Insurance will be amended accordingly.

9. The Supplemental Extended Reporting Period Endorsement applicable to this coverage shall set forth the terms, not inconsistent with this section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

~~Paragraph **2.a.** of **Section V – Extended Reporting Period** is replaced by the following:~~

~~**2. Extended Reporting Period**~~

~~a. An Extended Reporting Period of unlimited duration will be offered, but only by an endorsement and for an extra charge.~~

~~D. Paragraph **2.c.** of Section **V – Extended Reporting Period** is replaced by the following:~~

~~2. Extended Reporting Period~~

~~c. You must notify us in writing of your intent to purchase the Extended Reporting Period within sixty (60) days after the end of the policy period or the date of termination of the policy, whichever comes first.~~

R E V I S E D

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES

This endorsement modifies insurance provided under the following:

DIAGNOSTIC TESTING LABORATORIES PROFESSIONAL LIABILITY COVERAGE PART
(CLAIMS-MADE VERSION)

REVISED

A. Paragraph **1.c.** of **Section I – Insuring Agreement** is replaced by the following:

1. Insuring Agreement

c. A "claim" shall be considered to be first made at the earlier of the following times:

(1) When notice of such "claim" is received by any insured and reported to us in writing; or

(2) When a "claim" is made directly to us in writing.

A "claim" received by the insured during the policy period and reported to us within 60 days after the end of the policy period will be considered to have been reported within the policy period.

B. The following is added to **Section IV – Conditions:**

10. Your Right To Loss Information

We will provide the first Named Insured shown in the Declarations the following information relating to this and any other preceding professional liability claims-made Coverage Part we have issued to you during the previous three years:

a. A list or other record of each "laboratory incident", not previously reported to any other insurer, of which we were notified in accordance with Paragraph **2.a.** of the Section **IV** – Duties In The Event Of A Laboratory Incident, Offense, Claim Or Suit Condition. We will include the date and brief description of the "laboratory incident" if that information was in the notice we received. We will also include any estimated reserves on reported "laboratory incidents".

b. A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable Aggregate Limit.

c. A description of closed "claims" and/or open "claims" including the date and description of "laboratory incident", amount of payment, if any, and an estimate of reserves, if any.

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

If we cancel or elect not to renew this Coverage Part, we will provide loss information within 15 days after notice of cancellation or nonrenewal is issued. In other circumstances, we will provide this information only if we receive a written request from the first Named Insured during the policy period or within 60 days after the end of the policy period. In this case, we will provide this information within 30 days of receipt of the request.

We compile "claim" and "laboratory incident" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate information.

C. **Section V – Extended Reporting Period** is replaced by the following:

1. We will provide one or more Extended Reporting Periods, as described below, if:

a. This Coverage Part is cancelled or not renewed; or

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

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

(2) Does not apply to injury on a claims-made basis.

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2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to injury caused by a "laboratory incident" which occurred after the Retroactive Date shown in the Declarations and before the end of the policy period, provided a "claim" for such injury is first made during the Extended Reporting Period. Once in effect, the Extended Reporting Period may not be cancelled.

3. A Basic Extended Reporting Period is automatically provided without additional charge if this policy is cancelled or nonrenewed by either you or us for any reason. This Basic Extended Reporting Period starts with the end of the policy period and lasts for sixty (60) days.

   The Basic Extended Reporting period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for the exhaustion of the amount of insurance applicable to such "claims".

4. The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.

5. A Supplemental Extended Reporting Period of unlimited duration will be offered, but only by endorsement and for an additional charge.

6. You must notify us in writing of your intent to purchase the Supplemental Extended Reporting Period within sixty (60) days after the end of the policy period or the date of termination of the policy, whichever comes first. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due, along with any other premium and deductible owed.

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

   a. The exposures insured;

   b. Previous types and amounts of insurance;

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

   d. Other related factors.

   The additional premium will not exceed 200% of the annual premium for this policy.

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

   The Supplemental Aggregate Limit will be equal to the dollar amount shown as the Aggregate Limit in the Declarations at the inception of the policy period.

   Paragraph **2.** of **Section III** – Limits Of Insurance will be amended accordingly.

9. The Supplemental Extended Reporting Period Endorsement applicable to this coverage shall set forth the terms, not inconsistent with this section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

~~C. Paragraph **2.a.** of **Section V – Extended Reporting Period** is replaced by the following:~~

~~**2. Extended Reporting Period**~~

~~**a.** An Extended Reporting Period of unlimited duration will be offered, but only by an endorsement and for an extra charge.~~

~~D. Paragraph **2.c.** of **Section V – Extended Reporting Period** is replaced by the following:~~

~~**2. Extended Reporting Period**~~

~~**c.** You must notify us in writing of your intent to purchase the Extended Reporting Period within sixty (60) days after the end of the policy period or the date of termination of the policy, whichever comes first.~~

REVISED

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES

This endorsement modifies insurance provided under the following:

ALLIED HEALTH CARE PROVIDERS PROFESSIONAL LIABILITY COVERAGE PART
(CLAIMS-MADE VERSION)
PHYSICIANS, SURGEONS AND DENTISTS PROFESSIONAL LIABILITY COVERAGE PART
(CLAIMS-MADE VERSION)

R E V I S E D

A. Paragraphs **1.c.** and **2.c.** of **Section I – Coverages** are replaced by the following:

c. A "claim" shall be considered to be first made at the earlier of the following times:

(1) When notice of such "claim" is received by any insured and reported to us in writing; or

(2) When a "claim" is made directly to us in writing.

A "claim" received by the insured during the policy period and reported to us within 60 days after the end of the policy period will be considered to have been reported within the policy period.

B. The following is added to **Section IV – Conditions:**

11. Your Right To Loss Information

We will provide the first Named Insured shown in the Declarations the following information relating to this and any other preceding professional liability claims-made Coverage Part we have issued to you during the previous three years:

a. A list or other record of each "medical incident" or "business entity incident", not previously reported to any other insurer, of which we were notified in accordance with Paragraph **2.a.** of the Duties In The Event Of A Medical Incident, Business Entity Incident, Claim Or Suit Condition. We will include the date and brief description of the "medical incident" or "business entity incident" if that information was in the notice we received. We will also include any estimated reserves on reported "medical incidents" or "business entity incidents".

b. A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable Individual Professional Liability Aggregate Limit or Partnership, Limited Liability Company, Association or Corporation Professional Liability Aggregate Limit.

c. A description of closed "claims" and/or open "claims" including the date and description of "medical incident" or "business entity incident", amount of payment, if any, and an estimate of reserves, if any.

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

If we cancel or elect not to renew this Coverage Part, we will provide loss information within 15 days after notice of cancellation or nonrenewal is issued. In other circumstances, we will provide this information only if we receive a written request from the first Named Insured during the policy period or within 60 days after the end of the policy period. In this case, we will provide this information within 30 days of receipt of the request.

We compile "claim", "medical incident" and "business entity incident" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate information.

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C. **Section V – Extended Reporting Period** is replaced by the following:

1. We will provide one or more Extended Reporting Periods, as described below, if:
   a. This Coverage Part is cancelled or not renewed; or
   b. We renew or replace this Coverage Part with insurance that:
      (1) Has a Retroactive Date later than the date shown in the Declarations of this Coverage Part; or
      (2) Does not apply to injury on a claims-made basis.
2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to injury caused by a "medical incident" or a "business entity incident" which occurred after the Retroactive Date shown in the Declarations and before the end of the policy period, provided a "claim" for such injury is first made during the Extended Reporting Period. Once in effect, the Extended Reporting Period may not be cancelled.
3. A Basic Extended Reporting Period is automatically provided without additional charge if this policy is cancelled or nonrenewed by either you or us for any reason. This Basic Extended Reporting Period starts with the end of the policy period and lasts for sixty (60) days.

   The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for the exhaustion of the amount of insurance applicable to such "claims".
4. The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.
5. A Supplemental Extended Reporting Period of unlimited duration will be offered, but only by endorsement and for an additional charge.
6. You must notify us in writing of your intent to purchase the Supplemental Extended Reporting Period within sixty (60) days after the end of the policy period or the date of termination of the policy, whichever comes first. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due, along with any other premium and deductible owed.
7. We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:
   a. The exposures insured;
   b. Previous types and amounts of insurance;
   c. Limit of Insurance available under this policy for future payment of damages; and
   d. Other related factors.

   The additional premium will not exceed 200% of the annual premium for this policy.
8. When the Supplemental Extended Reporting Period Endorsement is in effect, we will provide Supplemental Aggregate Limits for any "claim" first made during the Supplemental Extended Reporting Period.

   The Individual Professional Liability Supplemental Aggregate Limit will be equal to the dollar amount shown as the Individual Professional Liability Aggregate Limit in the Declarations at the inception of the policy period.

   The Partnership, Limited Liability Company, Association or Corporation Professional Liability Supplemental Aggregate Limit will be equal to the dollar amount shown as the Partnership, Limited Liability Company, Association or Corporation Professional Liability Aggregate Limit in the Declarations at the inception of the policy period.

   Paragraphs **2.** and **3.** of **Section III** – Limits Of Insurance will be amended accordingly.
9. The Supplemental Extended Reporting Period Endorsement applicable to this coverage shall set forth the terms, not inconsistent with this section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.
10. **Extended Reporting Period In Case Of Death, Permanent Disability Or Retirement (Applicable To The Physicians, Surgeons And Dentists Professional Liability Coverage Part Only)**

    An Extended Reporting Period of unlimited duration will be automatically provided, without additional charge, only under the following circumstances:
    a. In case of your death;
    b. If you become continuously and permanently disabled for six months and are unable to carry out your profession or practice as a physician, surgeon or dentist; or
    c. If you retire permanently from your profession or practice as a physician, surgeon or dentist after attaining the age of 55 and accumulating five or more consecutive years of claims-made coverage.

R E V I S E D

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This Extended Reporting Period starts with the end of the policy period and does not apply to "claims" that are covered under any subsequent insurance or Extended Reporting Period you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "claims".

This Extended Reporting Period does not reinstate or increase the Limits of Insurance.

~~C. Paragraph **2.a.** of **Section V – Extended Reporting Period** is replaced by the following:~~

~~**2. Extended Reporting Period**~~

~~**a.** An Extended Reporting Period of unlimited duration will be offered, but only by an endorsement and for an extra charge.~~

~~D. Paragraph **2.c.** of **Section V – Extended Reporting Period** is replaced by the following:~~

~~**2. Extended Reporting Period**~~

~~**c.** You must notify us in writing of your intent to purchase the Extended Reporting Period within sixty (60) days after the end of the policy period or the date of termination of the policy, whichever comes first.~~

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES

This endorsement modifies insurance provided under the following:

OPTOMETRISTS PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)

R E V I S E D

A. Paragraphs **1.c.** and **2.c.** of **Section I – Coverages** are replaced by the following:

c. A "claim" shall be considered to be first made at the earlier of the following times:

(1) When notice of such "claim" is received by any insured and reported to us in writing; or

(2) When a "claim" is made directly to us in writing.

A "claim" received by the insured during the policy period and reported to us within 60 days after the end of the policy period will be considered to have been reported within the policy period.

B. The following is added to **Section IV – Conditions:**

11. Your Right To Loss Information

We will provide the first Named Insured shown in the Declarations the following information relating to this and any other preceding professional liability claims-made Coverage Part we have issued to you during the previous three years:

a. A list or other record of each "optometric incident" or "business entity incident", not previously reported to any other insurer, of which we were notified in accordance with Paragraph **2.a.** of the Duties In The Event Of An Optometric Incident, Business Entity Incident, Claim Or Suit Condition. We will include the date and brief description of the "optometric incident" or "business entity incident" if that information was in the notice we received. We will also include any estimated reserves on reported "optometric incidents" or "business entity incidents".

b. A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable Individual Professional Liability Aggregate Limit or Partnership, Limited Liability Company, Association or Corporation Professional Liability Aggregate Limit.

c. A description of closed "claims" and/or open "claims" including the date and description of "optometric incident" or "business entity incident", amount of payment, if any, and an estimate of reserves, if any.

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

If we cancel or elect not to renew this Coverage Part, we will provide loss information within 15 days after notice of cancellation or nonrenewal is issued. In other circumstances, we will provide this information only if we receive a written request from the first Named Insured during the policy period or within 60 days after the end of the policy period. In this case, we will provide this information within 30 days of receipt of the request.

We compile "claim", "optometric incident" and "business entity incident" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate information.

C. **Section V – Extended Reporting Period** is replaced by the following:

1. We will provide one or more Extended Reporting Periods, as described below, if:

a. This Coverage Part is cancelled or not renewed; or

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

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

(2) Does not apply to injury on a claims-made basis.

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2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to injury caused by a "optometric incident" or a "business entity incident" which occurred after the Retroactive Date shown in the Declarations and before the end of the policy period, provided a "claim" for such injury is first made during the Extended Reporting Period. Once in effect, the Extended Reporting Period may not be cancelled.

3. A Basic Extended Reporting Period is automatically provided without additional charge if this policy is cancelled or nonrenewed by either you or us for any reason. This Basic Extended Reporting Period starts with the end of the policy period and lasts for sixty (60) days.

   The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for the exhaustion of the amount of insurance applicable to such "claims".

4. The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.

5. A Supplemental Extended Reporting Period of unlimited duration will be offered, but only by endorsement and for an additional charge.

6. You must notify us in writing of your intent to purchase the Supplemental Extended Reporting Period within sixty (60) days after the end of the policy period or the date of termination of the policy, whichever comes first. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due, along with any other premium and deductible owed.

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

   a. The exposures insured;

   b. Previous types and amounts of insurance;

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

   d. Other related factors.

   The additional premium will not exceed 200% of the annual premium for this policy.

8. When the Supplemental Extended Reporting Period Endorsement is in effect, we will provide Supplemental Aggregate Limits for any "claim" first made during the Supplemental Extended Reporting Period.

   The Individual Professional Liability Supplemental Aggregate Limit will be equal to the dollar amount shown as the Individual Professional Liability Aggregate Limit in the Declarations at the inception of the policy period.

   The Partnership, Limited Liability Company, Association Or Corporation Professional Liability Supplemental Aggregate Limit will be equal to the dollar amount shown as the Partnership, Limited Liability Company, Association Or Corporation Professional Liability Aggregate Limit in the Declarations at the inception of the policy period.

   Paragraphs **2.** and **3.** of **Section III** – Limits Of Insurance will be amended accordingly.

9. The Supplemental Extended Reporting Period Endorsement applicable to this coverage shall set forth the terms, not inconsistent with this section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

~~C. Paragraph **2.a.** of **Section V – Extended Reporting Period** is replaced by the following:~~

~~**2. Extended Reporting Period**~~

~~**a.** An Extended Reporting Period of unlimited duration will be offered, but only by an endorsement and for an extra charge.~~

~~D. Paragraph **2.c.** of **Section V – Extended Reporting Period** is replaced by the following:~~

~~**2. Extended Reporting Period**~~

~~**c.** You must notify us in writing of your intent to purchase the Extended Reporting Period within sixty (60) days after the end of the policy period or the date of termination of the policy, whichever comes first.~~

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES

This endorsement modifies insurance provided under the following:

VETERINARIANS PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)

R E V I S E D

A. Paragraphs **1.c.** and **2.c.** of **Section I – Coverages** are replaced by the following:

c. A "claim" shall be considered to be first made at the earlier of the following times:

(1) When notice of such "claim" is received by any insured and reported to us in writing; or

(2) When a "claim" is made directly to us in writing.

A "claim" received by the insured during the policy period and reported to us within 60 days after the end of the policy period will be considered to have been reported within the policy period.

B. The following is added to **Section IV – Conditions:**

11. Your Right To Loss Information

We will provide the first Named Insured shown in the Declarations the following information relating to this and any other preceding professional liability claims-made Coverage Part we have issued to you during the previous three years:

a. A list or other record of each "veterinary incident" or "business entity incident", not previously reported to any other insurer, of which we were notified in accordance with Paragraph **2.a.** of the Duties In The Event Of A Veterinary Incident, Business Entity Incident, Claim Or Suit Condition. We will include the date and brief description of the "veterinary incident" or "business entity incident" if that information was in the notice we received. We will also include any estimated reserves on reported "veterinary incidents" or "business entity incidents".

b. A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable Individual Professional Liability Aggregate Limit or Partnership, Limited Liability Company, Association or Corporation Professional Liability Aggregate Limit.

c. A description of closed "claims" and/or open "claims" including the date and description of "veterinary incident" or "business entity incident", amount of payment, if any, and an estimate of reserves, if any.

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

If we cancel or elect not to renew this Coverage Part, we will provide loss information within 15 days after notice of cancellation or nonrenewal is issued. In other circumstances, we will provide this information only if we receive a written request from the first Named Insured during the policy period or within 60 days after the end of the policy period. In this case, we will provide this information within 30 days of receipt of the request.

We compile "claim", "veterinary incident" and "business entity incident" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate information.

C. **Section V – Extended Reporting Period** is replaced by the following:

1. We will provide one or more Extended Reporting Periods, as described below, if:

a. This Coverage Part is cancelled or not renewed; or

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

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

(2) Does not apply to injury on a claims-made basis.

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2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to injury caused by a "veterinary incident" or "business entity incident" which occurred after the Retroactive Date shown in the Declarations and before the end of the policy period, provided a "claim" for such injury is first made during the Extended Reporting Period. Once in effect, the Extended Reporting Period may not be cancelled.

3. A Basic Extended Reporting Period is automatically provided without additional charge if this policy is cancelled or nonrenewed by either you or us for any reason. This Basic Extended Reporting Period starts with the end of the policy period and lasts for sixty (60) days.

   The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for the exhaustion of the amount of insurance applicable to such "claims".

4. The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.

5. A Supplemental Extended Reporting Period of unlimited duration will be offered, but only by endorsement and for an additional charge.

6. You must notify us in writing of your intent to purchase the Supplemental Extended Reporting Period within sixty (60) days after the end of the policy period or the date of termination of the policy, whichever comes first. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due, along with any other premium and deductible owed.

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

   a. The exposures insured;

   b. Previous types and amounts of insurance;

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

   d. Other related factors.

   The additional premium will not exceed 200% of the annual premium for this policy.

8. When the Supplemental Extended Reporting Period Endorsement is in effect, we will provide Supplemental Aggregate Limits for any "claim" first made during the Supplemental Extended Reporting Period.

   The Individual Professional Liability Supplemental Aggregate Limit will be equal to the dollar amount shown as the Individual Professional Liability Aggregate Limit in the Declarations at the inception of the policy period.

   The Partnership, Limited Liability Company, Association or Corporation Professional Liability Supplemental Aggregate Limit will be equal to the dollar amount shown as the Partnership, Limited Liability Company, Association or Corporation Professional Liability Aggregate Limit in the Declarations at the inception of the policy period.

   Paragraphs **2.** and **3.** of **Section III** – Limits Of Insurance will be amended accordingly.

9. The Supplemental Extended Reporting Period Endorsement applicable to this coverage shall set forth the terms, not inconsistent with this section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

~~C. Paragraph **2.a.** of **Section V – Extended Reporting Period** is replaced by the following:~~

~~**2. Extended Reporting Period**~~

~~**a.** An Extended Reporting Period of unlimited duration will be offered, but only by an endorsement and for an extra charge.~~

~~D. Paragraph **2.c.** of **Section V – Extended Reporting Period** is replaced by the following:~~

~~**2. Extended Reporting Period**~~

~~**c.** You must notify us in writing of your intent to purchase the Extended Reporting Period within sixty (60) days after the end of the policy period or the date of termination of the policy, whichever comes first.~~

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES – SUPPLEMENTAL EXTENDED REPORTING PERIOD ENDORSEMENT

This endorsement modifies insurance provided under the following:

ALLIED HEALTH CARE PROVIDERS PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)
PHYSICIANS, SURGEONS AND DENTISTS PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)

A. A Supplemental Extended Reporting Period Endorsement is provided, as described in Arkansas Changes Endorsement **PR 27 04.**

B. An Individual Professional Liability Supplemental Aggregate Limit and a Partnership, Limited Liability Company, Association or Corporation Professional Liability Supplemental Aggregate Limit, as set forth in Paragraph **D.** below, apply to any "claim" that is first made to us during the Supplemental Extended Reporting Period. These limits are equal, respectively, to the:

1. Individual Professional Liability Aggregate Limit; and
2. Partnership, Limited Liability Company, Association or Corporation Professional Liability Aggregate Limit

dollar amount entered on the Declarations at the inception of the policy period.

C. The following is added as Paragraph **1.e.** of Coverage **A** and Paragraph **2.e.** of Coverage **B** under **Section I – Coverages:**

e. A "claim" first made after the end of the Basic Extended Reporting Period will be deemed to have been made on the last day of the policy period, provided that the "claim" is for damages because of a "medical incident" or a "business entity incident" that occurred before the end of the policy period (but not before any applicable Retroactive Date).

D. Paragraphs **2.** and **3.** of **Section III – Limits Of Insurance** are replaced by the following:

2. The Individual Professional Liability Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A.** However, the Individual Professional Liability Aggregate Limit does not apply to damages under Coverage **A** from any "claim" which is first made during the Supplemental Extended Reporting Period.

   The Individual Professional Liability Supplemental Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A** from any "claim" which is first made during the Supplemental Extended Reporting Period.

3. The Partnership, Limited Liability Company, Association or Corporation Professional Liability Supplemental Aggregate Limit is the most we will pay for the sum of all damages under Coverage **B.** However, the Partnership, Limited Liability Company, Association or Corporation Professional Liability Aggregate Limit does not apply to damages under Coverage **B** from any "claim" which is first made during the Supplemental Extended Reporting Period.

   The Partnership, Limited Liability Company, Association or Corporation Professional Liability Supplemental Aggregate Limit is the most we will pay for the sum of all damages under Coverage **B** from any "claim" which is first made during the Supplemental Extended Reporting Period.

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E. The following is added to Paragraph **4.b. Other Insurance** under **Section IV – Conditions:**

4. Other Insurance

b. Excess Insurance

When coverage is provided under a Supplemental Extended Reporting Period, this insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after the Supplemental Extended Reporting Period begins.

F. This endorsement will not take effect unless you pay the additional premium for it when due, along with any other ~~premium or deductible~~ owed under the terms of the policy, as set forth in Arkansas Chan~~ges Endorsement~~ **PR 27 04.** If that premium is paid when due, this endorsement may not be cancelled.

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2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to injury caused by a "veterinary incident" or "business entity incident" which occurred after the Retroactive Date shown in the Declarations and before the end of the policy period, provided a "claim" for such injury is first made during the Extended Reporting Period. Once in effect, the Extended Reporting Period may not be cancelled.

3. A Basic Extended Reporting Period is automatically provided without additional charge if this policy is cancelled or nonrenewed by either you or us for any reason. This Basic Extended Reporting Period starts with the end of the policy period and lasts for sixty (60) days.

   The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for the exhaustion of the amount of insurance applicable to such "claims".

4. The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.

5. A Supplemental Extended Reporting Period of unlimited duration will be offered, but only by endorsement and for an additional charge.

6. You must notify us in writing of your intent to purchase the Supplemental Extended Reporting Period within sixty (60) days after the end of the policy period or the date of termination of the policy, whichever comes first. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due, along with any other premium and deductible owed.

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

   a. The exposures insured;

   b. Previous types and amounts of insurance;

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

   d. Other related factors.

   The additional premium will not exceed 200% of the annual premium for this policy.

8. When the Supplemental Extended Reporting Period Endorsement is in effect, we will provide Supplemental Aggregate Limits for any "claim" first made during the Supplemental Extended Reporting Period.

   The Individual Professional Liability Supplemental Aggregate Limit will be equal to the dollar amount shown as the Individual Professional Liability Aggregate Limit in the Declarations at the inception of the policy period.

   The Partnership, Limited Liability Company, Association or Corporation Professional Liability Supplemental Aggregate Limit will be equal to the dollar amount shown as the Partnership, Limited Liability Company, Association or Corporation Professional Liability Aggregate Limit in the Declarations at the inception of the policy period.

   Paragraphs **2.** and **3.** of **Section III** – Limits Of Insurance will be amended accordingly.

9. The Supplemental Extended Reporting Period Endorsement applicable to this coverage shall set forth the terms, not inconsistent with this section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

~~C. Paragraph **2.a.** of **Section V – Extended Reporting Period** is replaced by the following:~~

~~**2. Extended Reporting Period**~~

~~**a.** An Extended Reporting Period of unlimited duration will be offered, but only by an endorsement and for an extra charge.~~

~~D. Paragraph **2.c.** of **Section V – Extended Reporting Period** is replaced by the following:~~

~~**2. Extended Reporting Period**~~

~~**c.** You must notify us in writing of your intent to purchase the Extended Reporting Period within sixty (60) days after the end of the policy period or the date of termination of the policy, whichever comes first.~~

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES – SUPPLEMENTAL EXTENDED REPORTING PERIOD ENDORSEMENT

This endorsement modifies insurance provided under the following:

ALLIED HEALTH CARE PROVIDERS PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)
PHYSICIANS, SURGEONS AND DENTISTS PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)

A. A Supplemental Extended Reporting Period Endorsement is provided, as described in Arkansas Changes Endorsement **PR 27 04.**

B. An Individual Professional Liability Supplemental Aggregate Limit and a Partnership, Limited Liability Company, Association or Corporation Professional Liability Supplemental Aggregate Limit, as set forth in Paragraph **D.** below, apply to any "claim" that is first made to us during the Supplemental Extended Reporting Period. These limits are equal, respectively, to the:

1. Individual Professional Liability Aggregate Limit; and

2. Partnership, Limited Liability Company, Association or Corporation Professional Liability Aggregate Limit

dollar amount entered on the Declarations at the inception of the policy period.

C. The following is added as Paragraph **1.e.** of Coverage **A** and Paragraph **2.e.** of Coverage **B** under **Section I – Coverages:**

e. A "claim" first made after the end of the Basic Extended Reporting Period will be deemed to have been made on the last day of the policy period, provided that the "claim" is for damages because of a "medical incident" or a "business entity incident" that occurred before the end of the policy period (but not before any applicable Retroactive Date).

D. Paragraphs **2.** and **3.** of **Section III – Limits Of Insurance** are replaced by the following:

2. The Individual Professional Liability Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A.** However, the Individual Professional Liability Aggregate Limit does not apply to damages under Coverage **A** from any "claim" which is first made during the Supplemental Extended Reporting Period.

The Individual Professional Liability Supplemental Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A** from any "claim" which is first made during the Supplemental Extended Reporting Period.

3. The Partnership, Limited Liability Company, Association or Corporation Professional Liability Supplemental Aggregate Limit is the most we will pay for the sum of all damages under Coverage **B.** However, the Partnership, Limited Liability Company, Association or Corporation Professional Liability Aggregate Limit does not apply to damages under Coverage **B** from any "claim" which is first made during the Supplemental Extended Reporting Period.

The Partnership, Limited Liability Company, Association or Corporation Professional Liability Supplemental Aggregate Limit is the most we will pay for the sum of all damages under Coverage **B** from any "claim" which is first made during the Supplemental Extended Reporting Period.

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E. The following is added to Paragraph **4.b. Other Insurance** under **Section IV – Conditions:**

4. Other Insurance

b. Excess Insurance

When coverage is provided under a Supplemental Extended Reporting Period, this insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after the Supplemental Extended Reporting Period begins.

F. This endorsement will not take effect unless you pay the additional premium for it when due, along with any other ~~premium or deductible~~ owed under the terms of the policy, as set forth in Arkansas Chan~~ges Endorsement~~ **PR 27 04.** If that premium is paid when due, this endorsement may not be cancelled.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES – SUPPLEMENTAL EXTENDED REPORTING PERIOD ENDORSEMENT

This endorsement modifies insurance provided under the following:

BLOOD BANKS PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)
HOSPITAL PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)

A. A Supplemental Extended Reporting Period Endorsement is provided, as described in Arkansas Changes Endorsement **PR 27 02.**

B. A Supplemental Aggregate Limit, as set forth in Paragraph **D.** below, applies to any "claim" that is first made to us during the Supplemental Extended Reporting Period. This limit is equal to the Aggregate Limit dollar amount entered on the Declarations at the inception of the policy period.

C. The following is added as Paragraph **1.e.** of **Section I – Coverages:**

e. A "claim" first made after the end of the Basic Extended Reporting Period will be deemed to have been made on the last day of the policy period, provided that the "claim" is for damages because of a "medical incident" that occurred before the end of the policy period (but not before any applicable Retroactive Date).

D. Paragraph **2.** of **Section III – Limits Of Insurance** is replaced by the following:

2. The Aggregate Limit is the most we will pay for the sum of all damages because of injury. However, the Aggregate Limit does not apply to damages from any "claim" which is first made during the Supplemental Extended Reporting Period.

The Supplemental Aggregate Limit is the most we will pay for the sum of all damages from any "claim" which is first made during the Supplemental Extended Reporting Period.

E. The following is added to Paragraph **4.b. Other Insurance** under **Section IV – Conditions:**

4. Other Insurance

b. Excess Insurance

When coverage is provided under a Supplemental Extended Reporting Period, this insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after the Supplemental Extended Reporting Period begins.

F. This endorsement will not take effect unless you pay the additional premium for it when due, along with any other premium or deductible owed under the terms of the policy, as set forth in Arkansas Changes Endorsement **PR 27 02.** If that premium is paid when due, this endorsement may not be cancelled.

N E W

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© Insurance Services Office, Inc., 2008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES – SUPPLEMENTAL EXTENDED REPORTING PERIOD ENDORSEMENT

This endorsement modifies insurance provided under the following:

DIAGNOSTIC TESTING LABORATORIES PROFESSIONAL LIABILITY COVERAGE PART
(CLAIMS-MADE VERSION)

A. A Supplemental Extended Reporting Period Endorsement is provided, as described in Arkansas Changes Endorsement **PR 27 03.**

B. A Supplemental Aggregate Limit as set forth in Paragraph **D.** below applies to any "claim" that is first made to us during the Supplemental Extended Reporting Period. This limit is equal to the Aggregate Limit and dollar amount entered on the Declarations at the inception of the policy period.

C. The following is added as Paragraph **1.e.** of **Section I – Coverages:**

e. A "claim" first made after the end of the Basic Extended Reporting Period will be deemed to have been made on the last day of the policy period, provided that the "claim" is for damages because of a "laboratory incident" that occurred before the end of the policy period (but not before any applicable Retroactive Date).

D. Paragraph **2.** of **Section III – Limits Of Insurance** is replaced by the following:

2. The Aggregate Limit is the most we will pay for the sum of all damages for injury. However, the Aggregate Limit does not apply to damages from any "claim" which is first made during the Supplemental Extended Reporting Period.

The Supplemental Aggregate Limit is the most we will pay for the sum of all damages from any "claim" which is first made during the Supplemental Extended Reporting Period.

E. The following is added to Paragraph **4.b. Other Insurance** under **Section IV – Conditions:**

4. Other Insurance

b. Excess Insurance

When coverage is provided under a Supplemental Extended Reporting Period, this insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after the Supplemental Extended Reporting Period begins.

F. This endorsement will not take effect unless you pay the additional premium for it when due, along with any other premium or deductible owed under the terms of the policy, as set forth in Arkansas Changes Endorsement **PR 27 03.** If that premium is paid when due, this endorsement may not be cancelled.

N E W

54

© Insurance Services Office, Inc., 2008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES – SUPPLEMENTAL EXTENDED REPORTING PERIOD ENDORSEMENT

This endorsement modifies insurance provided under the following:

OPTOMETRISTS PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)

A. A Supplemental Extended Reporting Period Endorsement is provided, as described in Arkansas Changes Endorsement **PR 27 05.**

B. An Individual Professional Liability Supplemental Aggregate Limit and a Partnership, Limited Liability Company, Association Or Corporation Professional Liability Supplemental Aggregate Limit, as set forth in Paragraph **D.** below, apply to any "claim" that is first made to us during the Supplemental Extended Reporting Period. These limits are equal, respectively, to the:

1. Individual Professional Liability Aggregate Limit; and

2. Partnership, Limited Liability Company, Association Or Corporation Professional Liability Aggregate Limit

dollar amount entered on the Declarations at the inception of the policy period.

C. The following is added as Paragraph **1.e.** of Coverage **A** and Paragraph **2.e.** of Coverage **B** under **Section I – Coverages:**

e. A "claim" first made after the end of the Basic Extended Reporting Period will be deemed to have been made on the last day of the policy period, provided that the "claim" is for damages because of an "optometric incident" or a "business entity incident" that occurred before the end of the policy period (but not before any applicable Retroactive Date).

D. Paragraphs **2.** and **3.** of **Section III – Limits Of Insurance** are replaced by the following:

2. The Individual Professional Liability Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A.** However, the Individual Professional Liability Aggregate Limit does not apply to damages under Coverage **A** from any "claim" which is first made during the Supplemental Extended Reporting Period.

The Individual Professional Liability Supplemental Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A** from any "claim" which is first made during the Supplemental Extended Reporting Period.

3. The Partnership, Limited Liability Company, Association Or Corporation Professional Liability Aggregate Limit is the most we will pay for the sum of all damages under Coverage **B.** However, the Partnership, Limited Liability Company, Association Or Corporation Professional Liability Aggregate Limit does not apply to damages under Coverage **B** from any "claim" which is first made during the Supplemental Extended Reporting Period.

The Partnership, Limited Liability Company, Association Or Corporation Professional Liability Supplemental Aggregate Limit is the most we will pay for the sum of all damages under Coverage **B** from any "claim" which is first made during the Supplemental Extended Reporting Period.

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E. The following is added to Paragraph **4.b. Other Insurance** under **Section IV – Conditions:**

4. Other Insurance

b. Excess Insurance

When coverage is provided under a Supplemental Extended Reporting Period, this insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after the Supplemental Extended Reporting Period begins.

F. This endorsement will not take effect unless you pay the additional premium for it when due, along with any other premium or deductible owed under the terms of the policy, as set forth in Arkansas Changes Endorsement **PR 27 05.** If that premium is paid when due, this endorsement may not be cancelled.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES – SUPPLEMENTAL EXTENDED REPORTING PERIOD ENDORSEMENT

This endorsement modifies insurance provided under the following:

VETERINARIANS PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)

A. A Supplemental Extended Reporting Period Endorsement is provided, as described in Arkansas Changes Endorsement **PR 27 06.**

B. An Individual Professional Liability Supplemental Aggregate Limit and a Partnership, Limited Liability Company, Association Or Corporation Professional Liability Supplemental Aggregate Limit, as set forth in Paragraph **D.** below, apply to any "claim" that is first made to us during the Supplemental Extended Reporting Period. These limits are equal, respectively, to the:

1. Individual Professional Liability Aggregate Limit; and

2. Partnership, Limited Liability Company, Association Or Corporation Professional Liability Aggregate Limit

dollar amount entered on the Declarations at the inception of the policy period.

C. The following is added as Paragraph **1.e.** of Coverage **A** and Paragraph **2.e.** of Coverage **B** under **Section I – Coverages:**

e. A "claim" first made after the end of the Basic Extended Reporting Period will be deemed to have been made on the last day of the policy period, provided that the "claim" is for damages because of a "veterinary incident" or a "business entity incident" that occurred before the end of the policy period (but not before any applicable Retroactive Date).

D. Paragraphs **2.** and **3.** of **Section III – Limits Of Insurance** is replaced by the following:

2. The Individual Professional Liability Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A.** However, the Individual Professional Liability Aggregate Limit does not apply to damages under Coverage **A** from any "claim" which is first made during the Supplemental Extended Reporting Period.

The Individual Professional Liability Supplemental Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A** from any "claim" which is first made during the Supplemental Extended Reporting Period.

3. The Partnership, Limited Liability Company, Association Or Corporation Professional Liability Aggregate Limit is the most we will pay for the sum of all damages under Coverage **B.** However, the Partnership, Limited Liability Company, Association Or Corporation Professional Liability Aggregate Limit does not apply to damages under Coverage **B** from any "claim" which is first made during the Supplemental Extended Reporting Period.

The Partnership, Limited Liability Company, Association Or Corporation Professional Liability Supplemental Aggregate Limit is the most we will pay for the sum of all damages under Coverage **B** from any "claim" which is first made during the Supplemental Extended Reporting Period.

N E W

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© Insurance Services Office, Inc., 2008

E. The following is added to Paragraph **4.b. Other Insurance** under **Section IV – Conditions:**

4. Other Insurance

b. Excess Insurance

When coverage is provided under a Supplemental Extended Reporting Period, this insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after the Supplemental Extended Reporting Period begins.

F. This endorsement will not take effect unless you pay the additional premium for it when due, along with any other premium or deductible owed under the terms of the policy, as set forth in Arkansas Changes Endorsement **PR 27 06.** If that premium is paid when due, this endorsement may not be cancelled.

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Page 58

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Edith Roberts

From: Beckel, Donald J. [DBeckel@iso.com]
Sent: Tuesday, May 13, 2008 4:08 PM
To: Edith Roberts
Subject: RE: Filing # PR 2007-OFR07

Edith the following is in response to your question below:

AID Question 1. It has been decided after research of policy requirements prior to AR Code Anno 23-79-306, that the Department will remain firm in it's position that Med Mal must offer Claims Made Extending Reporting Period provisions at least as broad as those required under the Minimum Standards Chapter. Prior to the minimum standards, Med Mal requirements were such. Exempting Med Mal from the aforementioned code requiring these minimum standards did not deduce from the previous requirements for approval of any coverage exempt under this statute.

ISO Response:
Thank you for your letter dated April 18, 2008 regarding forms filing PR-2007-OFR07. In light of your position that medical malpractice insurance must offer claims-made Extended Reporting Period provisions which are at least as broad as those required under the Minimum Standards Chapter, AR Code Ann. §23-79-306, we will amend the filing in response to your request.

We are currently in the process of preparing an Arkansas amendment to Forms Filing PR-2007-OFR07, which will be submitted within the next several weeks.

Your consideration of this material is appreciated.

Don

-----Original Message-----
From: Edith Roberts [mailto:Edith.Roberts@arkansas.gov]
Sent: Friday, April 18, 2008 3:52 PM
To: Beckel, Donald J.
Cc: Bill Lacy; Jay Morgan; Lenita Blasingame; Amanda Rose
Subject: Filing # PR 2007-OFR07

Attn: Don Beckel
Filing # PR 2007-OFR07
Medical Professional Liability

Dear Don:

With reference to this pending filing, Jay Morgan, Chief counsel, along with Deputy Commissioner Lenita Blasingame, and others, have made the decision that I cannot approve this filing without the requested amendments.

It has been decided after research of policy requirements prior to AR Code Anno 23-79-306, that the Department will remain firm in it's position that Med Mal must offer Claims Made Extending Reporting Period provisions at least as broad as those required under the Minimum Standards Chapter. Prior to the minimum standards, Med Mal requirements were such. Exempting Med Mal from the aforementioned code requiring these minimum standards did not deduce from the previous requirements for approval of any coverage exempt under this statute.

Should you have any questions, please feel free to contact me at any of the listings below.

Sincerely,
Edith Roberts
edith.roberts@arkansas.gov
Property & Casualty Compliance

89

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Sincerely,
Edith Roberts
edith.roberts@arkansas.gov
Property & Casualty Compliance
Arkansas Insurance Department
3rd and Cross Streets
Little Rock, AR 72201
fax 501-371-2748
office 501-371-2808

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Property & Casualty Compliance
Arkansas Insurance Department
3rd and Cross Streets
Little Rock, AR 72201
fax 501-371-2748
office 501-371-2808

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Page

Edith Roberts

From: Beckel, Donald J. [DBeckel@iso.com]
Sent: Wednesday, February 27, 2008 3:07 PM
To: Edith Roberts
Subject: RE: PR 2007-OFR07

The following is in response to your email shown below.

Question 1. The AR Amendatory for Claims-Made does not comply with the minimum standards as set forth in AR Code Anno. 23-79-306 (5) (A). I have reviewed the form approved in 1996, and your language in this filing is the same and was approved. Med mal was codified as one of the lines exempt from claim-made minimum standards, but it was done in error. It was supposed to be codified as exempt under the defense within limits code, 23-79-307 (5) (A), rather than the entire chapter for minimum standards, which includes claims made. At this time, I cannot approve the filing until it complies with the minimum standards. The sixty day basic free of charge, mandatory reporting period must be added and a provision to reinstate the limits to 50% of the expiring policy aggregate - if limits have been exhausted below that amount - must be added.

Response: We understand your concerns with respect to Arkansas state specific amendatory endorsements and the requirements of ARK. CODE ANN. §§ 23-79-306(2) and 23-79-306 (5), which pertain to the minimum standards for claims-made policies. Nevertheless, we have decided, based on a review of law, not to modify these endorsements -- given that ARK. CODE ANN. § 23-79-303 clearly reflects that the subchapter does not apply to medical malpractice insurance. If this issue is ever addressed by the Arkansas Legislature, we will make the necessary revisions to the Arkansas Changes endorsements for medical professional liability coverage.

In light of the above, I hope you reconsider your position.

Don

-----Original Message-----
From: Edith Roberts [mailto:Edith.Roberts@arkansas.gov]
Sent: Friday, February 01, 2008 10:42 AM
To: Beckel, Donald J.
Subject: PR 2007-OFR07

Re: PR 2007-OFR07
Medical Professional Liability
Forms and Endorsements

Don....

I can now give you a status of the above captioned filing.

The AR Amendatory for Claims-Made does not comply with the minimum standards as set forth in AR Code Anno. 23-79-306 (5) (A). I have reviewed the form approved in 1996, and your language in this filing is the same and was approved. However, the paper filing has been destroyed so I have no way of determining if there was discussion regarding this or not.

Med mal was codified as one of the lines exempt from claims-made minimum standards, but it as done in error. It was supposed to be codified as exempt under the defense within limits code, 23-79-307 (5) (A), rather than the entire chapter for minimum standards, which includes claims made.

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65

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code, through my director, Legal and Administration.

Please let me know if ISO wishes to amend, or withdraw or provide input into this matter.

Thanks, Edith

This email is intended for the recipient only. If you are not the intended recipient please disregard, and do not use the information for any purpose.

68

Pool

Edith Roberts

From: Edith Roberts
Sent: Friday, February 01, 2008 10:42 AM
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Subject: PR 2007-OFR07

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Medical Professional Liability
Forms and Endorsements

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69

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Thanks, Edith

ARKS-125379917 ER

2828 EAST TRINITY MILLS ROAD SUITE 150 CARROLLTON, TX 75006
TEL: (214) 390-1825 FAX: (214) 390-1975

November 29, 2007

Honorable Julie Benafield Bowman
Commissioner of Insurance
Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

RECEIVED
DEC 06 2007
PROPERTY AND CASUALTY DIVISION
ARKANSAS INSURANCE DEPARTMENT

CK# 99820
$500.00

Attention: William R. Lacy, Director
Property and Casualty Division

RE: Insurance Services Office,Inc.
PR 2007-OFR07
Medical Professional Liability
Multistate Forms and Endorsements
State of Arkansas

Dear Mr. Lacy:

On behalf of those participating insurers that have authorized Insurance Services Office, Inc. to do so, we hereby file the captioned filing.

It is proposed that this revision will become effective in accordance with the following rule of application:

These changes are applicable to all polices written on or after September 1, 2008.

Companion filings PR 2007-ORU07 (rules), PR 2007-BPROF (loss costs), and CL 2007-OPR07 (endorsements) are also submitted today under separate cover.

Please return an acknowledged copy of this cover letter for our records. An addressed, stamped envelope is enclosed for your convenience. We have also included an additional copy of this letter and envelope; we request that you return it now with a "received" stamp to confirm that you have received the filing.

Very truly yours,

Claims-made issue

Donald J. Beckel, CPCU, ARM
Assistant Regional Manager

DJB:dlb
Encl.

71

Receipt Copy *– Upon receipt in your office, please date-stamp this copy "**Received**" and return to ISO in the attached envelope.*

2828 EAST TRINITY MILLS ROAD SUITE 150 CARROLLTON, TX 75006
TEL: (214) 390-1825 FAX: (214) 390-1975

November 29, 2007

RECEIVED
DEC 06 2007
PROPERTY AND CASUALTY DIVISION
ARKANSAS INSURANCE DEPARTMENT

Honorable Julie Benafield Bowman
Commissioner of Insurance
Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

Attention: William R. Lacy, Director
Property and Casualty Division

RE: Insurance Services Office,Inc.
PR 2007-OFR07
Medical Professional Liability
Multistate Forms and Endorsements
State of Arkansas

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Very truly yours,

Donald J. Beckel

Donald J. Beckel, CPCU, ARM
Assistant Regional Manager

DJB:dlb
Encl.

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Effective March 1, 2007 ARKANSAS

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only
	a. Date the filing is received: RECEIVED DEC 06 2007
	b. Analyst:
	c. Disposition:
	d. Date of disposition of the filing:
	e. Effective date of filing:
	New Business / Renewal Business — PROPERTY AND CASUALTY DIVISION ARKANSAS INSURANCE DEPARTMENT
	f. State Filing #:
	g. SERFF Filing #:
	h. Subject Codes

3.	Group Name	Group NAIC #

4.	Company Name(s)	Domicile	NAIC #	FEIN #	State #
	Insurance Services Office, Inc.	DE		13-3131412	

5.	Company Tracking Number	PR-2007-OFR07

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

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Donald J. Beckel Insurance Services Office, Inc. 2828 E. Trinity Mills Rd., Ste. 150 Carrollton, TX 75006	Asst. Regional Manager	(214) 390-1825 Ext. 224	(214) 390-1975	DBECKEL@iso.com
7.	Signature of authorized filer		Donald J. Beckel		
8.	Please print name of authorized filer				

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

9.	**Type of Insurance (TOI)**	11.0000 - Medical Malpractice
10.	**Sub-Type of Insurance (Sub-TOI)**	11.0029
11.	**State Specific Product code(s)**(if applicable)[See State Specific Requirements]	N/A
12.	**Company Program Title** (Marketing title)	Medical Professional Liability
13.	**Filing Type**	☐ Rate/Loss Cost ☐ Rules ☐ Rates/Rules ☒ Forms ☐ Combination Rates/Rules/Forms ☐ Withdrawal ☐ Other (give description)
14.	**Effective Date(s) Requested**	New: 09/01/2008 Renewal: 09/01/2008
15.	**Reference Filing?**	☐ Yes ☒ No
16.	**Reference Organization** (if applicable)	Not Applicable
17.	**Reference Organization # & Title**	Not Applicable
18.	**Company's Date of Filing**	11/29/07
19.	**Status of filing in domicile**	☒ Not Filed ☐ Pending ☐ Authorized ☐ Disapproved

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Property & Casualty Transmittal Document---

20.	**This filing transmittal is part of Company Tracking #**	PR-2007-OFR07

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

We are revising the Professional Liability coverage forms and endorsements to reflect a change in the name of the program to Medical Professional Liability and to make other various revisions.

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

Check #: 99820
Amount: $500.00

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

*****Refer to 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 #**	PR-2007-OFR07
2.	**This filing corresponds to rate/rule filing number** (Company tracking number of rate/rule filing, if applicable)	PR-2007-ORU07

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	Physicians, Surgeons And Dentists Professional Liability Coverage Form (Occurrence)	PR 00 01 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 00 01 12 97	
02	Physicians, Surgeons And Dentists Professional Liability Coverage Form (Claims-Made)	PR 00 02 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 00 02 12 97	
03	Hospital Professional Liability Coverage Form (Occurrence)	PR 00 03 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 00 03 12 97	
04	Hospital Professional Liability Coverage Form (Claims-Made)	PR 00 04 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 00 04 12 97	
05	Allied Health Care Providers Professional Liability Coverage Form (Occurrence)	PR 00 05 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 00 05 12 97	
06	Allied Health Care Providers Professional Liability Coverage Form (Claims-Made)	PR 00 06 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 00 06 12 97	
07	Blood Banks Professional Liability Coverage Form (Occurrence)	PR 00 07 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 00 07 12 97	
08	Blood Banks Professional Liability Coverage Form (Claims-Made)	PR 00 08 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 00 08 12 97	
09	Diagnostic Testing Laboratories Professional Liability Coverage Form (Occurrence)	PR 00 09 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 00 09 12 97	
10	Diagnostic Testing Laboratories Professional Liability Coverage Form (Claims-Made)	PR 00 10 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 00 10 12 97	

FORM FILING SCHEDULE *(cont.)*

State: ARKANSAS **Company Tracking #:** PR-2007-OFR07 **Page** 2 **of** 6

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
11	Optometrists Professional Liability Coverage Form (Occurrence)	PR 00 11 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 00 11 12 97	
12	Optometrists Professional Liability Coverage Form (Claims-Made)	PR 00 12 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 00 12 12 97	
13	Veterinarians Professional Liability Coverage Form (Occurrence)	PR 00 13 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 00 13 12 97	
14	Veterinarians Professional Liability Coverage Form (Claims-Made)	PR 00 14 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 00 14 12 97	
15	Earlier Notice Of Cancellation Provided By Us	PR 02 00 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 02 00 12 97	
16	Deductible Liability Insurance	PR 03 00 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 03 00 12 97	
17	Deductible Liability Insurance	PR 03 01 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 03 01 12 97	
18	Deductible Liability Insurance	PR 03 02 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 03 02 12 97	
19	Deductible Liability Insurance	PR 03 03 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 03 03 12 97	
20	Deductible Liability Insurance	PR 03 04 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 03 04 12 97	
21	Products Liability Coverage For Diagnostic Testing Laboratories	PR 04 00 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 04 00 12 97	
22	Contractual Liability Coverage Extension	PR 04 01 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 04 01 12 97	
23	Contractual Liability Coverage Extension	PR 04 02 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 04 02 12 97	
24	Contractual Liability Coverage Extension	PR 04 03 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 04 03 12 97	

FORM FILING SCHEDULE *(cont.)*

State: ARKANSAS **Company Tracking #:** PR-2007-OFR07 **Page** 3 **of** 6

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
25	Contractual Liability Coverage Extension	PR 04 04 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 04 04 12 97	
26	Contractual Liability Coverage Extension	PR 04 05 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 04 05 12 97	
27	Contractual Liability Coverage Extension	PR 04 06 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 04 06 12 97	
28	Year 2000 Computer-Related And Other Electronic Problems - Limited Coverage Options	PR 04 07 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 04 07 04 98	
29	Year 2000 Computer-Related And Other Electronic Problems - Limited Coverage Options	PR 04 08 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 04 08 04 98	
30	Additional Insured - Employees	PR 20 00 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 20 00 12 97	
31	Additional Insured - Employees	PR 20 01 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 20 01 12 97	
32	Additional Insured - Employees	PR 20 02 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 20 02 12 97	
33	Additional Insured - Employees	PR 20 03 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 20 03 12 97	
34	Additional Insured - Employees	PR 20 04 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 20 04 12 97	
35	Additional Insured - Employees	PR 20 05 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 20 05 12 97	
36	Additional Insured - Employees	PR 20 06 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 20 06 12 97	
37	Additional Insured - Employees	PR 20 07 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 20 07 12 97	

FORM FILING SCHEDULE *(cont.)*

State: ARKANSAS **Company Tracking #:** PR-2007-OFR07 **Page** 4 **of** 6

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
38	Additional Insured - Health Care Professionals Not Employed You	PR 20 08 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 20 08 12 97	
39	Additional Insured - Controlling Interest	PR 20 09 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 20 09 12 97	
40	Additional Insured - Controlling Interest	PR 20 10 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 20 10 12 97	
41	Additional Insured - Controlling Interest	PR 20 11 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 20 11 12 97	
42	Additional Insured - Executors, Administrators, Trustees Or Beneficiaries	PR 20 12 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 20 12 12 97	
43	Exclusion - Non-Teaching Activities Of Teaching Physicians And Surgeons	PR 21 00 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 21 00 12 97	
44	Exclusion - Employees As Insureds	PR 21 01 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 21 01 12 97	
45	Exclusion - Partnership, Limited Liability Company, Association Or Corporation (Coverage B)	PR 21 02 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 21 02 12 97	
46	Exclusion - Year 2000 Computer-Related And Other Electronic Problems	PR 21 04 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 21 04 04 98	
47	Exclusion - Year 2000 Computer-Related Problems	PR 21 05 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 21 05 04 98	
48	Exclusion - Year 2000 Computer-Related And Other Electronic Problems - Exclusion Of Designated Locations, Operations, Tests, Treatments, Products Or Services	PR 21 06 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 21 06 09 98	

FORM FILING SCHEDULE *(cont.)*

State: ARKANSAS **Company Tracking #:** PR-2007-OFR07 **Page** 5 **of** 6

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
49	Exclusion - Year 2000 Computer-Related And Other Electronic Problems - Exclusion Of Designated Locations, Operations, Tests, Treatments, Products Or Services	PR 21 07 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 21 07 09 98	
50	Consent To Settle	PR 24 00 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 24 00 12 97	
51	Waiver Of Charitable Immunity	PR 24 03 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 24 03 12 97	
52	Waiver Of Governmental Immunity	PR 24 04 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 24 04 12 97	
53	Arkansas Changes - Non-Binding Arbitration	PR 24 05 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 24 05 12 97	
54	Amendment - Aggregate Limits Of Insurance (Designated Locations)	PR 25 00 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 25 00 12 97	
55	Amendment - Aggregate Limits Of Insurance (Designated Locations)	PR 25 01 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 25 01 12 97	
56	Amendment - Combined Aggregate Limit Of Insurance	PR 25 02 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 25 02 12 97	
57	Amendment - Combined Aggregate Limit Of Insurance	PR 25 03 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 25 03 12 97	
58	Amendment - Combined Aggregate Limit Of Insurance	PR 25 04 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 25 04 12 97	
59	Amendment - Combined Aggregate Limit Of Insurance	PR 25 05 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 25 05 12 97	
60	Extended Reporting Period Endorsement	PR 27 00 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 27 00 12 97	

FORM FILING SCHEDULE *(cont.)*

State: ARKANSAS **Company Tracking #:** PR-2007-OFR07 **Page** 6 **of** 6

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
61	Extended Reporting Period Endorsement	PR 27 01 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 27 01 12 97	
62	Arkansas Changes	PR 27 02 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 27 02 12 97	
63	Arkansas Changes	PR 27 03 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 27 03 12 97	
64	Arkansas Changes	PR 27 04 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 27 04 12 97	
65	Arkansas Changes	PR 27 05 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 27 05 12 97	
66	Arkansas Changes	PR 27 06 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR 27 06 12 97	
67	Physicians, Surgeons And Dentists Professional Liability Declarations	PR DS 01 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR DS 01 12 97	
68	Hospital Professional Liability Declarations	PR DS 02 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR DS 02 12 97	
69	Allied Health Care Providers Professional Liability Declarations	PR DS 03 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR DS 03 12 97	
70	Blood Banks Professional Liability Declarations	PR DS 04 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR DS 04 12 97	
71	Diagnostic Testing Laboratories Professional Liability Declarations	PR DS 05 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR DS 05 12 97	
72	Optometrists Professional Liability Declarations	PR DS 06 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR DS 06 12 97	
73	Veterinarians Professional Liability Declarations	PR DS 07 09 08	☐ New ☒ Replacement ☐ Withdrawn	PR DS 07 12 97	

Arkansas Supplement To 2008 Medical Professional Liability Multistate Forms Revision

About This Filing

This supplement revises Arkansas endorsements to complement the changes being made to multistate forms and endorsements in filing PR-2007-OFR07.

Revised Forms

We are revising the following forms:

- PR 24 05 12 97 Arkansas Changes - Non-Binding Arbitration
- PR 27 02 12 97 Arkansas Changes
- PR 27 03 12 97 Arkansas Changes
- PR 27 04 12 97 Arkansas Changes
- PR 27 05 12 97 Arkansas Changes
- PR 27 06 12 97 Arkansas Changes

We have used a format of ~~striking through~~ deletions, underlining additions and inserting a revision bar in the left margin to indicate changes from the above-referenced editions to the 09 08 editions. Concurrent with implementation, the 09 08 editions will supersede the prior editions.

Background

In multistate filing PR-2007-OFR07, we are revising the various Medical Professional Liability coverage forms and endorsements to reflect a change in the name of the program to Medical Professional Liability.

Explanation of Changes

We are revising the following endorsements solely to reflect the renaming of the program name in the header of the endorsement from "Professional Liability" to "Medical Professional Liability":

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- Arkansas Changes PR 27 02 12 97
- Arkansas Changes PR 27 03 12 97
- Arkansas Changes PR 27 04 12 97
- Arkansas Changes PR 27 05 12 97
- Arkansas Changes PR 27 06 12 97

In addition, we are revising Arkansas Changes - Non-Binding Arbitration PR 24 05 12 97 to reflect the program name change to Medical Professional Liability.

Multistate Forms Not Applicable in Arkansas

The following multistate forms submitted with PR-2007-OFR07 are not applicable in Arkansas:

- PR 24 01 - Non-Binding Arbitration
- PR 24 02 - Binding Arbitration

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES – NON-BINDING ARBITRATION

This endorsement modifies insurance provided under the following:

MEDICAL PROFESSIONAL LIABILITY COVERAGE PART

If we and the insured do not agree whether coverage is provided under this Coverage Part or Policy for a claim ("claim") made against the insured, both parties may, by mutual consent, agree in writing to arbitration of the disagreement.

If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, both parties must request that selection be made by a judge of a court having jurisdiction. Each party will:

1. Pay the expenses it incurs; and
2. Bear the expenses of the third arbitrator equally.

Unless both parties agree otherwise, arbitration will take place in the county or parish in which the address shown in the Declarations is located. Local rules of law as to procedure and evidence will apply. Any decision agreed to by the arbitrators may be appealed to a court of competent jurisdiction.

R E V I S E D

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES

This endorsement modifies insurance provided under the following:

BLOOD BANKS PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)
HOSPITAL PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)

REVISED

A. Paragraph **1.c.** of **Section I – Insuring Agreement** is replaced by the following:

1. Insuring Agreement

c. A "claim" shall be considered to be first made at the earlier of the following times:

(1) When notice of such "claim" is received by any insured and reported to us in writing; or

(2) When a "claim" is made directly to us in writing.

A "claim" received by the insured during the policy period and reported to us within 60 days after the end of the policy period will be considered to have been reported within the policy period.

B. The following is added to **Section IV – Conditions**:

10. Your Right To Loss Information

We will provide the first Named Insured shown in the Declarations the following information relating to this and any other preceding professional liability claims-made Coverage Part we have issued to you during the previous three years:

a. A list or other record of each "medical incident", not previously reported to any other insurer, of which we were notified in accordance with Paragraph **2.a.** of the Section **IV** – Duties In The Event Of A Medical Incident, Claim Or Suit Condition. We will include the date and brief description of the "medical incident" if that information was in the notice we received. We will also include any estimated reserves on reported "medical incidents".

b. A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable Aggregate Limit.

c. A description of closed "claims" and/or open "claims" including the date and description of "medical incident", amount of payment, if any, and an estimate of reserves, if any.

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

If we cancel or elect not to renew this Coverage Part, we will provide loss information within 15 days after notice of cancellation or nonrenewal is issued. In other circumstances, we will provide this information only if we receive a written request from the first Named Insured during the policy period or within 60 days after the end of the policy period. In this case, we will provide this information within 30 days of receipt of the request.

We compile "claim" and "medical incident" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate information.

C. Paragraph **2.a.** of **Section V – Extended Reporting Period** is replaced by the following:

2. Extended Reporting Period

a. An Extended Reporting Period of unlimited duration will be offered, but only by an endorsement and for an extra charge.

D. Paragraph **2.c.** of **Section V – Extended Reporting Period** is replaced by the following:

2. Extended Reporting Period

c. You must notify us in writing of your intent to purchase the Extended Reporting Period within sixty (60) days after the end of the policy period or the date of termination of the policy, whichever comes first.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES

This endorsement modifies insurance provided under the following:

DIAGNOSTIC TESTING LABORATORIES PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)

R E V I S E D

A. Paragraph **1.c.** of **Section I – Insuring Agreement** is replaced by the following:

1. Insuring Agreement

c. A "claim" shall be considered to be first made at the earlier of the following times:

(1) When notice of such "claim" is received by any insured and reported to us in writing; or

(2) When a "claim" is made directly to us in writing.

A "claim" received by the insured during the policy period and reported to us within 60 days after the end of the policy period will be considered to have been reported within the policy period.

B. The following is added to **Section IV – Conditions**:

10. Your Right To Loss Information

We will provide the first Named Insured shown in the Declarations the following information relating to this and any other preceding professional liability claims-made Coverage Part we have issued to you during the previous three years:

a. A list or other record of each "laboratory incident", not previously reported to any other insurer, of which we were notified in accordance with Paragraph **2.a.** of the Section **IV** – Duties In The Event Of A Laboratory Incident, Offense, Claim Or Suit Condition. We will include the date and brief description of the "laboratory incident" if that information was in the notice we received. We will also include any estimated reserves on reported "laboratory incidents".

b. A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable Aggregate Limit.

c. A description of closed "claims" and/or open "claims" including the date and description of "laboratory incident", amount of payment, if any, and an estimate of reserves, if any.

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

If we cancel or elect not to renew this Coverage Part, we will provide loss information within 15 days after notice of cancellation or nonrenewal is issued. In other circumstances, we will provide this information only if we receive a written request from the first Named Insured during the policy period or within 60 days after the end of the policy period. In this case, we will provide this information within 30 days of receipt of the request.

We compile "claim" and "laboratory incident" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate information.

C. Paragraph **2.a.** of **Section V – Extended Reporting Period** is replaced by the following:

2. Extended Reporting Period

a. An Extended Reporting Period of unlimited duration will be offered, but only by an endorsement and for an extra charge.

D. Paragraph **2.c.** of **Section V – Extended Reporting Period** is replaced by the following:

2. Extended Reporting Period

c. You must notify us in writing of your intent to purchase the Extended Reporting Period within sixty (60) days after the end of the policy period or the date of termination of the policy, whichever comes first.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES

This endorsement modifies insurance provided under the following:

ALLIED HEALTH CARE PROVIDERS PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)
PHYSICIANS, SURGEONS AND DENTISTS PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)

R E V I S E D

A. Paragraphs **1.c.** and **2.c.** of **Section I – Coverages** are replaced by the following:

c. A "claim" shall be considered to be first made at the earlier of the following times:

(1) When notice of such "claim" is received by any insured and reported to us in writing; or

(2) When a "claim" is made directly to us in writing.

A "claim" received by the insured during the policy period and reported to us within 60 days after the end of the policy period will be considered to have been reported within the policy period.

B. The following is added to **Section IV – Conditions:**

11. Your Right To Loss Information

We will provide the first Named Insured shown in the Declarations the following information relating to this and any other preceding professional liability claims-made Coverage Part we have issued to you during the previous three years:

a. A list or other record of each "medical incident" or "business entity incident", not previously reported to any other insurer, of which we were notified in accordance with Paragraph **2.a.** of the Duties In The Event Of A Medical Incident, Business Entity Incident, Claim Or Suit Condition. We will include the date and brief description of the "medical incident" or "business entity incident" if that information was in the notice we received. We will also include any estimated reserves on reported "medical incidents" or "business entity incidents".

b. A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable Individual Professional Liability Aggregate Limit or Partnership, Limited Liability Company, Association or Corporation Professional Liability Aggregate Limit.

c. A description of closed "claims" and/or open "claims" including the date and description of "medical incident" or "business entity incident", amount of payment, if any, and an estimate of reserves, if any.

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

If we cancel or elect not to renew this Coverage Part, we will provide loss information within 15 days after notice of cancellation or nonrenewal is issued. In other circumstances, we will provide this information only if we receive a written request from the first Named Insured during the policy period or within 60 days after the end of the policy period. In this case, we will provide this information within 30 days of receipt of the request.

We compile "claim", "medical incident" and "business entity incident" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate information.

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C. Paragraph **2.a.** of **Section V – Extended Reporting Period** is replaced by the following:

2. Extended Reporting Period

a. An Extended Reporting Period of unlimited duration will be offered, but only by an endorsement and for an extra charge.

D. Paragraph **2.c.** of **Section V – Extended Reporting Period** is replaced by the following:

2. Extended Reporting Period

c. You must notify us in writing of your intent to purchase the Extended Reporting Period within sixty (60) days after the end of the policy period or the date of termination of the policy, whichever comes first.

REVISED

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES

This endorsement modifies insurance provided under the following:

OPTOMETRISTS PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)

REVISED

A. Paragraphs **1.c.** and **2.c.** of **Section I – Coverages** are replaced by the following:

c. A "claim" shall be considered to be first made at the earlier of the following times:

(1) When notice of such "claim" is received by any insured and reported to us in writing; or

(2) When a "claim" is made directly to us in writing.

A "claim" received by the insured during the policy period and reported to us within 60 days after the end of the policy period will be considered to have been reported within the policy period.

B. The following is added to **Section IV – Conditions:**

11. Your Right To Loss Information

We will provide the first Named Insured shown in the Declarations the following information relating to this and any other preceding professional liability claims-made Coverage Part we have issued to you during the previous three years:

a. A list or other record of each "optometric incident" or "business entity incident", not previously reported to any other insurer, of which we were notified in accordance with Paragraph **2.a.** of the Duties In The Event Of An Optometric Incident, Business Entity Incident, Claim Or Suit Condition. We will include the date and brief description of the "optometric incident" or "business entity incident" if that information was in the notice we received. We will also include any estimated reserves on reported "optometric incidents" or "business entity incidents".

b. A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable Individual Professional Liability Aggregate Limit or Partnership, Limited Liability Company, Association or Corporation Professional Liability Aggregate Limit.

c. A description of closed "claims" and/or open "claims" including the date and description of "optometric incident" or "business entity incident", amount of payment, if any, and an estimate of reserves, if any.

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

If we cancel or elect not to renew this Coverage Part, we will provide loss information within 15 days after notice of cancellation or nonrenewal is issued. In other circumstances, we will provide this information only if we receive a written request from the first Named Insured during the policy period or within 60 days after the end of the policy period. In this case, we will provide this information within 30 days of receipt of the request.

We compile "claim", "optometric incident" and "business entity incident" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate information.

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C. Paragraph **2.a.** of **Section V – Extended Reporting Period** is replaced by the following:

2. Extended Reporting Period

a. An Extended Reporting Period of unlimited duration will be offered, but only by an endorsement and for an extra charge.

D. Paragraph **2.c.** of **Section V – Extended Reporting Period** is replaced by the following:

2. Extended Reporting Period

c. You must notify us in writing of your intent to purchase the Extended Reporting Period within sixty (60) days after the end of the policy period or the date of termination of the policy, whichever comes first.

R E V I S E D

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES

This endorsement modifies insurance provided under the following:

VETERINARIANS PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)

REVISED

A. Paragraphs **1.c.** and **2.c.** of **Section I – Coverages** are replaced by the following:

c. A "claim" shall be considered to be first made at the earlier of the following times:

(1) When notice of such "claim" is received by any insured and reported to us in writing; or

(2) When a "claim" is made directly to us in writing.

A "claim" received by the insured during the policy period and reported to us within 60 days after the end of the policy period will be considered to have been reported within the policy period.

B. The following is added to **Section IV – Conditions:**

11. Your Right To Loss Information

We will provide the first Named Insured shown in the Declarations the following information relating to this and any other preceding professional liability claims-made Coverage Part we have issued to you during the previous three years:

a. A list or other record of each "veterinary incident" or "business entity incident", not previously reported to any other insurer, of which we were notified in accordance with Paragraph **2.a.** of the Duties In The Event Of A Veterinary Incident, Business Entity Incident, Claim Or Suit Condition. We will include the date and brief description of the "veterinary incident" or "business entity incident" if that information was in the notice we received. We will also include any estimated reserves on reported "veterinary incidents" or "business entity incidents".

b. A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable Individual Professional Liability Aggregate Limit or Partnership, Limited Liability Company, Association or Corporation Professional Liability Aggregate Limit.

c. A description of closed "claims" and/or open "claims" including the date and description of "veterinary incident" or "business entity incident", amount of payment, if any, and an estimate of reserves, if any.

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

If we cancel or elect not to renew this Coverage Part, we will provide loss information within 15 days after notice of cancellation or nonrenewal is issued. In other circumstances, we will provide this information only if we receive a written request from the first Named Insured during the policy period or within 60 days after the end of the policy period. In this case, we will provide this information within 30 days of receipt of the request.

We compile "claim", "veterinary incident" and "business entity incident" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate information.

C. Paragraph **2.a.** of **Section V – Extended Reporting Period** is replaced by the following:

2. Extended Reporting Period

a. An Extended Reporting Period of unlimited duration will be offered, but only by an endorsement and for an extra charge.

D. Paragraph **2.c.** of **Section V – Extended Reporting Period** is replaced by the following:

2. Extended Reporting Period

c. You must notify us in writing of your intent to purchase the Extended Reporting Period within sixty (60) days after the end of the policy period or the date of termination of the policy, whichever comes first.

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2008 Medical Professional Liability Multistate Forms and Endorsements

About This Filing

This filing revises the Medical Professional Liability coverage forms and endorsements to reflect a change in the name of the program to Medical Professional Liability and to make other various revisions.

This filing consists of:

- Table of Contents
- Section I - Coverage Form Changes

  This section provides a detailed explanation of the changes to the various Medical Professional Liability coverage forms.
- Section II - Multistate Endorsements

  This section provides a detailed explanation of the revised Medical Professional Liability multistate endorsements.
- Section III - Advisory Declarations

  This section provides a detailed explanation of the changes to the various Medical Professional Liability Declarations.
- Section IV - Attachment of Forms

  This section exhibits the changes made to the various coverage forms and endorsements.

Related Filing(s)

PR-2007-ORU07 - (Rules Filing)

CL-2007-OPR07 - (Forms Filing)

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Section I -- Coverage Form Changes

We are renaming the entire Professional Liability Program to Medical Professional Liability. This change will require a revision to every form in the Medical Professional Liability portfolio. In addition, we are revising the Medical Professional Liability coverage forms to refine and revise existing coverages. Such changes include:

- Revisions to the Insuring Agreement to reflect provisions for Known Injury;
- Introduction of War Exclusion;
- Revisions to Aircraft, Auto or Watercraft Exclusion;
- Revisions to the Supplementary Payments Section; and
- Revision to Legal Action Against Us Condition.

We have also made various editorial revisions to the coverage forms which will have no impact on coverage.

The following pages provide a detailed description of each change by topic.

Refer to Section IV - Attachment of Forms for an exhibit of all the changes to a particular form, as well as a listing of the page numbers where individual changes for a particular form can be found in this document.

All revised form language in modules contains a standard format of ~~striking through~~ deletions and underlining new material.

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Revision Of Program Name To Medical Professional Liability

Introduction

We are renaming the entire Professional Liability Program to Medical Professional Liability.

Background

In the current marketplace, insurers make available various insurance programs that fall under a broad category referred to as Professional Liability. In referring to the NAIC Uniform Property and Casualty Product Code Matrix, one finds the following insurance programs: (1) Medical Malpractice; (2) Director and Officers Liability; (3) Employment Practices Liability; (4) Kidnap and Ransom Liability; (5) Professional Errors and Omissions Liability; and (6) Internet Liability.

Explanation of Changes

In order to distinguish ISO's current Medical Professional Liability Program from other non-medical professional liability programs, we are changing the name of Division Seven from Professional Liability to Medical Professional Liability.

Impact

There is no impact on coverage.

Revised Forms

- PR 00 01 - Physicians, Surgeons And Dentists Professional Liability Coverage Form (Occurrence Version)
- PR 00 02 - Physicians, Surgeons And Dentists Professional Liability Coverage Form (Claims-Made Version)
- PR 00 03 - Hospital Professional Liability Coverage Form (Occurrence Version)
- PR 00 04 - Hospital Professional Liability Coverage Form (Claims-Made Version)
- PR 00 05 - Allied Health Care Providers Professional Liability Coverage Form (Occurrence Version)
- PR 00 06 - Allied Health Care Providers Professional Liability Coverage Form (Claims-Made Version)

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- PR 00 07 - Blood Banks Professional Liability Coverage Form (Occurrence Version)
- PR 00 08 - Blood Banks Professional Liability Coverage Form (Claims-Made Version)
- PR 00 09 - Diagnostic Testing Laboratories Professional Liability Coverage Form (Occurrence Version)
- PR 00 10 - Diagnostic Testing Laboratories Professional Liability Coverage Form (Claims-Made Version)
- PR 00 11 - Optometrists Professional Liability Coverage Form (Occurrence Version)
- PR 00 12 - Optometrists Professional Liability Coverage Form (Claims-Made Version)
- PR 00 13 - Veterinarians Professional Liability Coverage Form (Occurrence Version)
- PR 00 14 - Veterinarians Professional Liability Coverage Form (Claims-Made Version)

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Amendment Of Insuring Agreement - Known Injury

Introduction

The Insuring Agreement of the Medical Professional Liability Coverage Forms (Occurrence Versions) is being revised to address known injury.

Background

In *Montrose Chemical Corporation v. Admiral Insurance Company,* 10 Cal. 4th 645, 42 Cal. Rptr. 2d 324, 913 P.2d. 878 (1995), the California Supreme Court concluded that the known loss rule as codified by the California Insurance Codes did not apply. Specifically, the court held that, given the wording of the Commercial General Liability policies involved in the litigation, the known loss rule does not bar liability coverage for claims alleging continuous or progressive injury as long as there remains uncertainty about injury that may occur during the policy period and the imposition of liability upon the insured. *Montrose* stated that, until an insured's legal obligation to pay third party claims has been established, there remains a potentially insurable risk for which coverage can be sought under a Commercial General Liability policy as currently worded.

Explanation of Changes

In view of the above, we are revising the Insuring Agreement of the Occurrence Versions of the Medical Professional Liability Coverage Forms to address the issue of known injury to reflect the following:

- This insurance applies to injury only if:

  . . .

  Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** - Who Is An Insured and no "employee" authorized by you to give or receive notice of a "medical incident" or claim, knew that the injury had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the injury occurred, then any continuation, change or resumption of such injury during or after the policy period will be deemed to have been known prior to the policy period.

- Injury which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of a "medical incident" or

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claim, includes any continuation, change or resumption of that injury after the end of the policy period.

- Injury will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** - Who Is An Insured or any "employee" authorized by you to give or receive notice of a "medical incident" or claim:

  (1) Reports all, or any part, of the injury to us or any other insurer;

  (2) Receives a written or verbal demand or claim for damages because of the injury; or

  (3) Becomes aware by any other means that injury has occurred or has begun to occur.

The paragraph designator referenced therein and reference to "medical incident" will vary depending upon the "Who Is An Insured" Provision or the coverage grant of the applicable Medical Professional Liability Coverage Form.

Finally, the new revisions are designed for use with occurrence-based policies and are not to be used with the claims-made versions of the Medical Professional Liability policies.

Impact

This revision to the Insuring Agreement of the Medical Professional Liability Coverage Forms represents neither a broadening nor a restriction in coverage from the original intent. However, in states in which the reasoning of the Montrose case reflects current law, this revision may be a decrease in coverage under certain of an insured's policies. This revision may result in the shifting of coverage, under certain circumstances, between an insured's current policy and past or future policies.

Revised Forms

- PR 00 01 - Physicians, Surgeons And Dentists Professional Liability Coverage Form (Occurrence Version)
- PR 00 03 - Hospital Professional Liability Coverage Form (Occurrence Version)
- PR 00 05 - Allied Health Care Providers Professional Liability Coverage Form (Occurrence Version)
- PR 00 07 - Blood Banks Professional Liability Coverage Form (Occurrence Version)
- PR 00 09 - Diagnostic Testing Laboratories Professional Liability Coverage Form (Occurrence Version)

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- PR 00 11 - Optometrists Professional Liability Coverage Form (Occurrence Version)
- PR 00 13 - Veterinarians Professional Liability Coverage Form (Occurrence Version)

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Revision To Aircraft, Auto Or Watercraft Exclusion

Introduction

We are revising the Aircraft, Auto Or Watercraft Exclusion of the Hospital Professional Liability Coverage Forms and the Auto Exclusion of the Blood Banks and Veterinarians Coverage Forms to address claims for negligence in the supervision, hiring, employment, training or monitoring of others when such claims involve injury or damage arising out of aircraft, watercraft or automobile use.

Background

In the past, ISO had filed revisions to the Aircraft, Auto Or Watercraft Exclusion in liability policies in response to several court decisions in various states that have addressed whether liability policies apply to claims for negligent supervision. Many of the cases involved the use of autos and whether the supervision of someone who caused injury or damage through the use of an auto should be covered. Coverage for these claims is generally covered by auto insurance policies, not by liability policies. However, in some cases, courts have found coverage under non-auto liability policies.

A Montana Supreme Court case, *Pablo v. Moore,* 995 P.2d 460 (Mont. 2000), considered the Commercial General Liability policy's applicability to a claim for injuries that arose from an auto accident. Moore, who was employed by K.G. Paving, caused an auto accident while operating a vehicle in the course of his employment. The injured parties filed complaints alleging various causes of action, including that Moore's employer was negligent in the hiring, training and supervision of Moore. The plaintiffs argued that the negligent supervision of Moore did not "arise out of" the ownership, maintenance or use of an "auto" and that the term "arising out of" was ambiguous and must be construed in favor of the insured. The insurer argued that the Commercial General Liability policy was not intended to cover injuries sustained in an auto accident and that since the injuries being claimed arose from the use of an auto, the auto exclusion precluded coverage. The court ruled that negligent hiring, training and supervision were not clearly and unambiguously excluded from coverage by the auto exclusion.

Explanation of Changes

In response *to Pablo v. Moore* and similar decisions in other jurisdictions, we are revising the Aircraft, Auto Or Watercraft Exclusion of the Hospital Professional Liability Coverage Forms and the Auto Exclusion of the Blood Banks and

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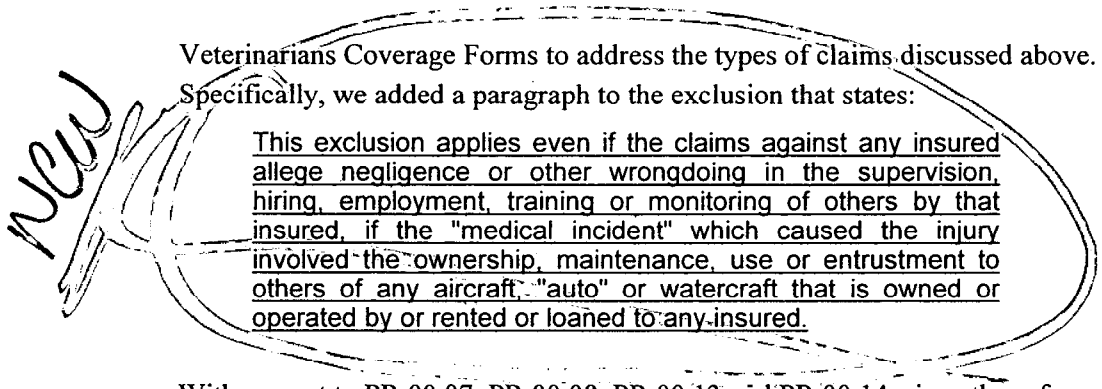

Veterinarians Coverage Forms to address the types of claims discussed above. Specifically, we added a paragraph to the exclusion that states:

> This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "medical incident" which caused the injury involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

With respect to PR 00 07, PR 00 08, PR 00 13 and PR 00 14, since these forms only contain an Auto Exclusion, the language added to the Auto Exclusion does not include reference to an aircraft or watercraft.

Impact

This is an elaboration of coverage intent. However, this change may result in a reduction in coverage in states where courts have ruled the Aircraft, Auto Or Watercraft Exclusion or Auto Exclusion to be inapplicable to negligent supervision claims and other similar types of claims.

Revised Forms

- PR 00 03 - Hospital Professional Liability Coverage Form (Occurrence Version)
- PR 00 04 - Hospital Professional Liability Coverage Form (Claims-Made Version)
- PR 00 07 - Blood Banks Professional Liability Coverage Form (Occurrence Version)
- PR 00 08 - Blood Banks Professional Liability Coverage Form (Claims-Made Version)
- PR 00 13 - Veterinarians Professional Liability Coverage Form (Occurrence Version)
- PR 00 14 - Veterinarians Professional Liability Coverage Form (Claims-Made Version)

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Introduction Of War Exclusion

Introduction

We are adding a War Exclusion to the Medical Professional Liability Coverage Forms.

Background

For many years, most ISO policy forms have contained exclusions for loss or damage resulting from War. When the liability exclusions were first introduced into the Commercial General Liability Coverage Forms in the 1950's, it appears that it was not contemplated at that time that insureds might face allegations of liability due to such acts. However, with the changing nature of liability suits (the trend in attempting to find fault with those other than the chief wrongdoer based on such theories as negligent supervision, negligent entrustment and similar allegations), we believe it is now necessary to reflect our recognition of the catastrophic potential of war in the Medical Professional Liability Coverage Forms.

Explanation of Changes

We are introducing the War Exclusion in the various Medical Professional Liability Coverage Forms to address the types of claims discussed above. Specifically, the War Exclusion states:

War

Injury, however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

Impact

The War exclusion will exclude the potentially catastrophic effects of liability alleged to arise out of the damage and injuries created by war. This may be considered a reduction in coverage, however given the absence of past war experience in insurance in the United States, property and casualty policies were not developed in contemplation of incidents involving war.

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Revised Forms

- PR 00 01 - Physicians, Surgeons And Dentists Professional Liability Coverage Form (Occurrence Version)
- PR 00 02 - Physicians, Surgeons And Dentists Professional Liability Coverage Form (Claims-Made Version)
- PR 00 03 - Hospital Professional Liability Coverage Form (Occurrence Version)
- PR 00 04 - Hospital Professional Liability Coverage Form (Claims-Made Version)
- PR 00 05 - Allied Health Care Providers Professional Liability Coverage Form (Occurrence Version)
- PR 00 06 - Allied Health Care Providers Professional Liability Coverage Form (Claims-Made Version)
- PR 00 07 - Blood Banks Professional Liability Coverage Form (Occurrence Version)
- PR 00 08 - Blood Banks Professional Liability Coverage Form (Claims-Made Version)
- PR 00 09 - Diagnostic Testing Laboratories Professional Liability Coverage Form (Occurrence Version)
- PR 00 10 - Diagnostic Testing Laboratories Professional Liability Coverage Form (Claims-Made Version)
- PR 00 11 - Optometrists Professional Liability Coverage Form (Occurrence Version)
- PR 00 12 - Optometrists Professional Liability Coverage Form (Claims-Made Version)
- PR 00 13 - Veterinarians Professional Liability Coverage Form (Occurrence Version)
- PR 00 14 - Veterinarians Professional Liability Coverage Form (Claims-Made Version)

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Revision To Legal Action Against Us Condition

Introduction

We are revising the Legal Action Against Us Condition contained in the various Medical Professional Liability Coverage Forms to eliminate the language setting forth the manner in which an agreed settlement or a final judgment can be obtained.

Background

The Medical Professional Liability Coverage Form's definition of "suit" allows damages to be awarded through arbitration or other alternative dispute resolution, so the judgment can be obtained without an actual trial. However, not every judgment is preceded by a trial. Based on that fact, the Legal Action Against Us Condition is being revised to remove the phrase "obtained after an actual trial."

Explanation of Changes

Under Section IV - Conditions, we have revised the Legal Action Against Us Condition in various Medical Professional Liability Coverage Forms to read as follows:

Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured ~~obtained after an actual trial~~; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

Impact

There is no impact on coverage.

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Revised Forms

- PR 00 01 - Physicians, Surgeons And Dentists Professional Liability Coverage Form (Occurrence Version)
- PR 00 02 - Physicians, Surgeons And Dentists Professional Liability Coverage Form (Claims-Made Version)
- PR 00 03 - Hospital Professional Liability Coverage Form (Occurrence Version)
- PR 00 04 - Hospital Professional Liability Coverage Form (Claims-Made Version)
- PR 00 05 - Allied Health Care Providers Professional Liability Coverage Form (Occurrence Version)
- PR 00 06 - Allied Health Care Providers Professional Liability Coverage Form (Claims-Made Version)
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- PR 00 10 - Diagnostic Testing Laboratories Professional Liability Coverage Form (Claims-Made Version)
- PR 00 11 - Optometrists Professional Liability Coverage Form (Occurrence Version)
- PR 00 12 - Optometrists Professional Liability Coverage Form (Claims-Made Version)
- PR 00 13 - Veterinarians Professional Liability Coverage Form (Occurrence Version)
- PR 00 14 - Veterinarians Professional Liability Coverage Form (Claims-Made Version)

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Revision To The Supplementary Payments Section

Introduction

We are revising the Supplementary Payments Section of the Medical Professional Liability Coverage Forms.

Background

Currently, the following provision of the Supplementary Section of the Medical Professional Liability Coverage Forms provides coverage for all costs taxed against the insured:

> We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
>
> – – –
>
> **d.** All costs taxed against the insured in the "suit".

We have received questions from insurers and evaluated case law questioning the meaning of the phrase "all costs taxed against the insured in the suit".

Explanation of Changes

The intent of the provision is to provide coverage for court costs taxed against the insured and not to provide coverage for the plaintiff's attorneys' fees or expenses taxed against the insured. Currently, the Insuring Agreement Section of the Medical Professional Liability Coverage Form provides coverage for these plaintiff's attorneys' fees or expenses, only indirectly as the attorney is paid out of the damages collected by the plaintiff.

We are revising the current provision as follows to more explicitly express underwriting intent:

> We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
>
> – – –
>
> **d.** All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

Impact

There is no impact on coverage.

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Revised Forms

- PR 00 01 - Physicians, Surgeons And Dentists Professional Liability Coverage Form (Occurrence Version)
- PR 00 02 - Physicians, Surgeons And Dentists Professional Liability Coverage Form (Claims-Made Version)
- PR 00 03 - Hospital Professional Liability Coverage Form (Occurrence Version)
- PR 00 04 - Hospital Professional Liability Coverage Form (Claims-Made Version)
- PR 00 05 - Allied Health Care Providers Professional Liability Coverage Form (Occurrence Version)
- PR 00 06 - Allied Health Care Providers Professional Liability Coverage Form (Claims-Made Version)
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- PR 00 11 - Optometrists Professional Liability Coverage Form (Occurrence Version)
- PR 00 12 - Optometrists Professional Liability Coverage Form (Claims-Made Version)
- PR 00 13 - Veterinarians Professional Liability Coverage Form (Occurrence Version)
- PR 00 14 - Veterinarians Professional Liability Coverage Form (Claims-Made Version)

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Revision To Various Coverage Forms To Reflect ISO Uniformity Standards

Explanation of Changes

The coverage forms identified below are being editorially revised to comply with ISO uniformity standards as follows:

- Reference to the term "COVERAGE" has been revised to "Coverage";
- Revisions to the Other Insurance provision in PR 00 06, PR 00 08 and PR 00 10 have been included to be consistent with the other claims-made Coverage Forms;
- Revisions to alpha-numeric paragraph designators have been updated; and/or
- Reference to the word "Paragraph" has been included before various designators.

Impact

There is no impact on coverage.

Revised Forms

- PR 00 01 - Physicians, Surgeons And Dentists Professional Liability Coverage Form (Occurrence Version)
- PR 00 02 - Physicians, Surgeons And Dentists Professional Liability Coverage Form (Claims-Made Version)
- PR 00 03 - Hospital Professional Liability Coverage Form (Occurrence Version)
- PR 00 04 - Hospital Professional Liability Coverage Form (Claims-Made Version)
- PR 00 05 - Allied Health Care Providers Professional Liability Coverage Form (Occurrence Version)
- PR 00 06 - Allied Health Care Providers Professional Liability Coverage Form (Claims-Made Version)
- PR 00 07 - Blood Banks Professional Liability Coverage Form (Occurrence Version)
- PR 00 08 - Blood Banks Professional Liability Coverage Form (Claims-Made Version)

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- PR 00 09 - Diagnostic Testing Laboratories Professional Liability Coverage Form (Occurrence Version)
- PR 00 10 - Diagnostic Testing Laboratories Professional Liability Coverage Form (Claims-Made Version)
- PR 00 11 - Optometrists Professional Liability Coverage Form (Occurrence Version)
- PR 00 12 - Optometrists Professional Liability Coverage Form (Claims-Made Version)
- PR 00 13 - Veterinarians Professional Liability Coverage Form (Occurrence Version)
- PR 00 14 - Veterinarians Professional Liability Coverage Form (Claims-Made Version)

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Section II -- Multistate Endorsements

We are renaming the Professional Liability endorsements to Medical Professional Liability and making several editorial revisions.

The following pages provide a detailed description of each change by topic.

Refer to Section IV -- Attachment of Forms for an exhibit of all the changes to a particular form, as well as a listing of the page numbers where individual changes for a particular change can be found in this document.

All revised form language in modules contains a standard format of ~~striking through~~ deletions and underlining new material.

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Editorial Revisions To Several Multistate Endorsements

Explanation of Changes

We are making the following editorial revisions to several multistate endorsements:

- Reference to the term "COVERAGE" has been revised to "Coverage";
- Rename "Professional Liability" endorsements to "Medical Professional Liability";
- Reference to the term "Medical" has been inserted before the term Professional Liability where appropriate; and/or
- Reformat the schedule in forms that contain a schedule to conform to ISO's Uniformity Standards.

Impact

There is no impact on coverage. These are editorial revisions.

Revised Forms

- PR 02 00 - Earlier Notice Of Cancellation Provided By Us
- PR 03 00 - Deductible Liability Insurance (For Use With The Blood Banks And Hospital Professional Liability Coverage Forms)
- PR 03 01 - Deductible Liability Insurance (For Use With The Diagnostic Testing Laboratories Professional Liability Coverage Forms)
- PR 03 02 - Deductible Liability Insurance (For Use With The Allied Health Care Providers And Physicians, Surgeons And Dentists Professional Liability Coverage Forms)
- PR 03 03 - Deductible Liability Insurance (For Use With The Optometrists Professional Liability Coverage Forms)
- PR 03 04 - Deductible Liability Insurance (For Use With The Veterinarians Professional Liability Coverage Forms)
- PR 04 07 - Year 2000 Computer-Related And Other Electronic Problems - Limited Coverage Options (For Use With The Blood Banks, Diagnostic And Hospital Professional Liability Coverage Forms)
- PR 04 08 - Year 2000 Computer-Related And Other Electronic Problems - Limited Coverage Options (For Use With The Allied Health Care Providers,

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Physicians, Surgeons And Dentists, Optometrists And Veterinarians Professional Liability Coverage Forms)

- PR 20 08 - Additional Insured - Health Care Professionals Not Employed By You (For Use With The Blood Banks, Diagnostic Testing Laboratories And Hospital Professional Liability Coverage Forms)
- PR 20 09 - Additional Insured - Controlling interest (For Use With The Blood Banks And Hospital Professional Liability Coverage Forms)
- PR 20 10 - Additional Insured - Controlling interest (For Use With The Diagnostic Testing Laboratories Professional Liability Coverage Forms)
- PR 20 11 - Additional Insured - Controlling interest (For Use With Allied Health Care Providers, Optometrists, Physicians, Surgeons And Dentists And Veterinarians Professional Liability Coverage Forms)
- PR 20 12 - Additional Insured - Executors, Administrators, Trustees Or Beneficiaries
- PR 21 00 - Exclusion - Non-Teaching Activities Of Teaching Physicians And Surgeons (For Use With The Physicians, Surgeons And Dentists Professional Liability Coverage Forms)
- PR 21 06 - Exclusion - Year 2000 Computer-Related And Other Electronic Problems - Exclusion Of Designated Locations, Operations, Tests, Treatments, Products Or Services (For Use With The Blood Banks, Diagnostic Testing Laboratories And Hospital Professional Liability Coverage Forms)
- PR 21 07 - Exclusion - Year 2000 Computer-Related And Other Electronic Problems - Exclusion Of Designated Locations, Operations, Tests, Treatments, Products Or Services (For Use With The Allied Health Care Providers, Optometrists, Physicians, Surgeons And Dentists And Veterinarians Professional Liability Coverage Forms)
- PR 24 01 - Non-Binding Arbitration
- PR 24 02 - Binding Arbitration
- PR 24 03 - Waiver Of Charitable Immunity
- PR 24 04 - Waiver Of Governmental Immunity
- PR 25 00 - Amendment - Aggregate Limits Of Insurance (Designated Locations) (For Use With The Blood Banks And Hospital Professional Liability Coverage Forms)
- PR 25 01 - Amendment - Aggregate Limits Of Insurance (Designated Locations) (For Use With The Diagnostic Testing Laboratories Professional Liability Coverage Forms)

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- PR 25 02 - Amendment - Combined Aggregate Limit Of Insurance (For Use With The Physicians, Surgeons And Dentists Professional Liability Coverage Forms)
- PR 25 03 - Amendment - Combined Aggregate Limit Of Insurance (For Use With The Allied Health Care Providers Professional Liability Coverage Forms)
- PR 25 04 - Amendment - Combined Aggregate Limit Of Insurance (For Use With The Optometrists Professional Liability Coverage Forms
- PR 25 05 - Amendment - Combined Aggregate Limit Of Insurance (For Use With The Veterinarians Professional Liability Coverage Forms)
- PR 27 00 - Extended Reporting Period Endorsement (For Use With The Allied Health Care Providers, Optometrists, Physicians, Surgeons And Dentists And Veterinarians Professional Liability Coverage Forms (Claims-Made Version))
- PR 27 01 - Extended Reporting Period Endorsement (For Use With The Blood Banks, Diagnostic Testing Laboratories And Hospital Professional Liability Coverage Forms (Claims-Made Version))

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Revision Of Program Name To Multistate Endorsements

Explanation of Changes

The following endorsements are being revised solely to reflect the renaming of the program name in the header of the endorsement from "Professional Liability" to "Medical Professional Liability".

Impact

There is no impact on coverage.

Revised Forms

- PR 04 00 - Products Liability Coverage For Diagnostic Testing Laboratories
- PR 04 01 - Contractual Liability Coverage Extension (For Use With The Hospital Professional Liability Coverage Forms)
- PR 04 02 - Contractual Liability Coverage Extension (For Use With The Allied Health Care Providers And Physicians, Surgeons And Dentists Professional Liability Coverage Forms)
- PR 04 03 - Contractual Liability Coverage Extension (For Use With The Blood Banks Professional Liability Coverage Forms)
- PR 04 04 - Contractual Liability Coverage Extension (For Use With The Diagnostic Testing Laboratories Professional Liability Coverage Forms)
- PR 04 05 - Contractual Liability Coverage Extension (For Use With The Optometrists Professional Liability Coverage Forms)
- PR 04 06 - Contractual Liability Coverage Extension (For Use With The Veterinarians Professional Liability Coverage Forms)
- PR 20 00 - Additional Insured - Employees (For Use With The Physicians, Surgeons And Dentists Professional Liability Coverage Form (Occurrence Version))
- PR 20 01 - Additional Insured - Employees (For Use With The Physicians, Surgeons And Dentists Professional Liability Coverage Form (Claims-Made Version))
- PR 20 02 - Additional Insured - Employees (For Use With The Allied Health Care Providers Professional Liability Coverage Form (Occurrence Version))

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- PR 20 03 - Additional Insured - Employees (For Use With The Allied Health Care Providers Professional Liability Coverage Form (Claims-Made Version))
- PR 20 04 - Additional Insured - Employees (For Use With The Optometrists Professional Liability Coverage Form (Occurrence Version))
- PR 20 05 - Additional Insured - Employees (For Use With The Optometrists Professional Liability Coverage Form (Claims-Made Version))
- PR 20 06 - Additional Insured - Employees (For Use With The Veterinarians Professional Liability Coverage Form (Occurrence Version))
- PR 20 07 - Additional Insured - Employees (For Use With The Veterinarians Professional Liability Coverage Form (Claims-Made Version))
- PR 21 01 - Exclusion - Employees As Insureds (For Use With The Blood Banks, Diagnostic Testing Laboratories And Hospital Professional Liability Coverage Forms)
- PR 21 02 - Exclusion - Partnership, Limited Liability Company, Association Or Corporation (Coverage B) (For Use With The Allied Health Care Providers, Optometrists, Physicians, Surgeons And Dentists And Veterinarians Professional Liability Coverage Forms)
- PR 21 04 - Exclusion - Year 2000 Computer-Related And Other Electronic Problems
- PR 21 05 - Exclusion - Year 2000 Computer-Related Problems (For Use With The Allied Health Care Providers, Optometrists, Physicians, Surgeons And Dentists And Veterinarians Professional Liability Coverage Forms)
- PR 24 00 - Consent To Settle (For Use With The Allied Health Care Providers, Optometrists, Physicians, Surgeons And Dentists And Veterinarians Professional Liability Coverage Forms)

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Section III -- Advisory Declarations

The advisory Declarations that appear in this filing are for informational purposes only. They are not being filed on behalf of insurers. Each insurer will need to comply with any regulatory requirements regarding the filing and use of Declarations pages.

- PR DS 01 - Physicians, Surgeons and Dentists Professional Liability Declarations
- PR DS 02 - Hospital Professional Liability Declarations
- PR DS 03 - Allied Health Care Providers Professional Liability Declarations
- PR DS 04 - Blood Banks Professional Liability Declarations
- PR DS 05 - Diagnostic Testing Laboratories Professional Liability Declarations
- PR DS 06 - Optometrists Professional Liability Declarations
- PR DS 07 - Veterinarians Professional Liability Declarations

These Declarations pages are being reformatted to comply with uniformity standards. Moreover, the title of the Declarations pages is being changed from "Professional Liability" to "Medical Professional Liability".

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Section IV -- Attachment of Forms

This section contains a complete copy of all revised coverage forms and endorsements as listed below. All revised forms contain a standard format of deletions and underlining new material. The coverage forms and endorsements are attached as follows. The previous editions of all *revised* forms are indicated below. A listing of page numbers where a particular form is referenced in this filing is also provided.

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PR 00 02 09 08	12 97	Physicians, Surgeons And Dentists Professional Liability Coverage Form (Claims-Made Version)	5-6,12-13,14-15,16-17,18-19
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* *These declarations are provided on an advisory basis only.*

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PHYSICIANS, SURGEONS AND DENTISTS PROFESSIONAL LIABILITY COVERAGE FORM

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

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

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

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

SECTION I – COVERAGES

1. Coverage A – Insuring Agreement – Individual Professional Liability

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

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

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

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

b. This insurance applies to injury only if:

(1) The injury is caused by a "medical incident" that takes place in the "coverage territory";

(2) The injury occurs during the policy period; ~~and~~

(3) The injury arises out of the individual insured's profession as a physician, surgeon or dentist~~.~~; and

(4) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of a "medical incident" or claim, knew that the injury had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the injury occurred, then any continuation, change or resumption of such injury during or after the policy period will be deemed to have been known prior to the policy period.

c. Injury which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of a "medical incident" or claim, includes any continuation, change or resumption of that injury after the end of the policy period.

d. Injury will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of a "medical incident" or claim:

(1) Reports all, or any part, of the injury to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the injury; or

(3) Becomes aware by any other means that injury has occurred or has begun to occur.

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2. **Coverage B – Insuring Agreement – Partnership, Limited Liability Company, Association Or Corporation Professional Liability**

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

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

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

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

b. This insurance applies to injury only if:

(1) The injury is caused by a "business entity incident" that takes place in the "coverage territory";

(2) The injury occurs during the policy period; ~~and~~

(3) The injury is caused by any person for whose acts or omissions the professional partnership, limited liability company, association or corporation, named in the Declarations, is legally responsible; and

(4) Prior to the policy period, no insured listed under Paragraph 2. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of a "business entity incident" or claim, knew that the injury had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the injury occurred, then any continuation, change or resumption of such injury during or after the policy period will be deemed to have been known prior to the policy period.

c. Injury which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 2. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of a "business entity incident" or claim, includes any continuation, change or resumption of that injury after the end of the policy period.

d. Injury will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 2. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of a "business entity incident" or claim:

(1) Reports all, or any part, of the injury to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the injury; or

(3) Becomes aware by any other means that injury has occurred or has begun to occur.

3. **Exclusions**

This insurance does not apply to:

a. **Criminal Acts**

Injury arising out of a criminal act, including but not limited to sexual abuse or molestation or fraud, committed by the insured or any person for whom the insured is legally responsible.

b. **Contractual Liability**

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

c. **Rendering Of Or Failure To Render Professional Services By Others**

Injury arising out of the rendering of or failure to render professional services by any other person for whose acts or omissions the insured may be held liable as a member, partner, officer, director or stockholder of any professional partnership, limited liability company, association or corporation.

This exclusion does not apply to Coverage B – Partnership, Limited Liability Company, Association Or Corporation Professional Liability.

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d. Liability Arising Out Of Hospitals Or Other Enterprises

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

e. Workers' Compensation And Similar Laws

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

f. Employers' Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies:

~~(1)~~ W whether the insured may be liable as an employer or in any other capacity; and

~~(2)~~ T to any obligations to share damages with or repay someone else who must pay damages because of the injury.

g. War

Injury, however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

4. Supplementary Payments

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

a. All expenses we incur.

b. 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.

c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.

d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

f. All interest on the full amount of the judgment that accrues after the 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.

These payments will not reduce the Limits of Insurance.

SECTION II – WHO IS AN INSURED

1. For ~~COVERAGE~~ Coverage **A**, if you are an individual, you are an insured.
2. For ~~COVERAGE~~ Coverage **B**, if you are:
   a. A partnership, you are an insured. Your partners are also insureds, but only with respect to the acts or omissions of others in the providing of professional services for which they are held liable as a partner.
   b. A limited liability company, you are an insured. Your members and managers are also insureds, but only with respect to the acts or omissions of others in the providing of professional services for which they are held liable as members or managers.
   c. An association or corporation, you are an insured. Your "executive officers", directors, trustees, governors and stockholders are insureds, but only with respect to the acts or omissions of others in the providing of professional services for which they are held liable as "executive officers", directors, trustees, governors and stockholders.
3. If an insured dies or is adjudged incompetent, this insurance will terminate for that insured. But the insured's legal representative will be an insured for any "medical incident" or "business entity incident" previously committed and covered by this policy.

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

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SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
2. The Individual Professional Liability Aggregate Limit is the most we will pay for the sum of all damages under ~~COVERAGE~~ Coverage **A**, subject to Paragraph **6.** below.
3. The Partnership, Limited Liability Company, Association or Corporation Professional Liability Aggregate Limit is the most we will pay for the sum of all damages under ~~COVERAGE~~ Coverage **B.**
4. Subject to Paragraph **2.** above, the Each Medical Incident Limit is the most we will pay for all damages under ~~COVERAGE~~ Coverage **A** because of all injury arising out of any one "medical incident".

   All related "medical incidents" arising out of the:
   a. Providing of or failure to provide professional medical or dental services to any one person; or
   b. Serving as a member of a formal accreditation, standards review or equivalent professional board or committee in connection with a single person or organization

   shall be considered one "medical incident".
5. Subject to Paragraph **3.** above, the Each Business Entity Incident Limit is the most we will pay for all damages under ~~COVERAGE~~ Coverage **B** because of all injury arising out of any one "business entity incident".

   All related "business entity incidents" arising out of the providing of or failure to provide professional medical or dental services to any one person shall be considered one "business entity incident".
6. Under ~~COVERAGE~~ Coverage **A,** the Aggregate Limit and the Each Medical Incident Limit apply separately to each Named Insured.

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

SECTION IV – CONDITIONS

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.
2. **Duties In The Event Of A Medical Incident, Business Entity Incident, Claim Or Suit**
   a. You must see to it that we are notified as soon as practicable of a circumstance which may result in a claim. To the extent possible, notice should include:
      (1) Specific circumstances surrounding the "medical incident" or "business entity incident";
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury arising out of the "medical incident" or "business entity incident".
   b. If a claim is made or "suit" is brought against any insured, you must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
   c. You and any other involved insured must:
      (1) Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the claim or "suit";
      (2) Authorize us to obtain records and other information;
      (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
      (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury to which this insurance may also apply.
   d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.
3. **Legal Action Against Us**

   No person or organization has a right under this Coverage Part:
   a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

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b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured ~~obtained after an actual trial~~; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

This insurance is excess over other insurance covering an individual physician, surgeon or dentist's acts or omissions arising out of their service as a member of a formal accreditation, standards review or equivalent professional board or committee. When this insurance is excess over other insurance, we will have no duty to defend the individual physician, surgeon or dentist against any "suit" if any other insurer has a duty to defend that individual physician, surgeon or dentist against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the rights of that individual physician, surgeon or dentist against all those other insurers.

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

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

c. Method Of Sharing

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

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

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

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

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

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8. **Transfer Of Rights Of Recovery Against Others To Us**

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

9. **When We Do Not Renew**

   If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

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

10. **When Your Business Or Profession Changes**

    The first Named Insured must notify us of any change which might affect the terms of this insurance, including a change in:

    a. Members, partners, officers, directors, stockholders or medical professional "employees"; or

    b. Medical specialty.

SECTION V – DEFINITIONS

1. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

2. "Business entity incident" means any act or omission arising out of the providing of or failure to provide professional medical or dental services by:

   a. Any of your partners (if you are a partnership), members or managers (if you are a limited liability company), or directors, "executive officers", governors, trustees or stockholders (if you are an association or corporation);

   b. Your "employee"; or

   c. Any person acting under the personal direction, control or supervision of:

      (1) A partner (if you are a partnership);

      (2) A member or manager (if you are a limited liability company); or

      (3) A director, "executive officer", governor, trustee or stockholder (if you are an association or corporation).

3. "Coverage territory" means:

   a. The United States of America (including its territories and possessions), Puerto Rico and Canada; and

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

4. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

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

6. "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 conduct of your business. "Leased worker" does not include a "temporary worker".

7. "Medical incident" means any act or omission:

   a. Arising out of the providing of or failure to provide professional medical or dental services by:

      (1) The insured; or

      (2) Any person acting under the personal direction, control or supervision of the insured.

   b. Arising out of the insured's serving as a member of a formal accreditation, standards review or equivalent professional board or committee.

8. "Suit" means a civil proceeding in which damages because of injury to which this insurance applies are alleged. "Suit" includes:

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

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

9. "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 workload conditions.

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PHYSICIANS, SURGEONS AND DENTISTS PROFESSIONAL LIABILITY COVERAGE FORM

**THIS FORM PROVIDES CLAIMS-MADE COVERAGE.
PLEASE READ THE ENTIRE FORM CAREFULLY.**

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

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

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

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

SECTION I – COVERAGES

1. Coverage A – Insuring Agreement – Individual Professional Liability

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

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

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

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

b. This insurance applies to injury only if:

(1) The injury is caused by a "medical incident" that takes place in the "coverage territory";

(2) The "medical incident" did not occur before the Retroactive Date shown in the Declarations or after the end of the policy period;

(3) The injury arises out of the individual insured's profession as a physician, surgeon or dentist; and

(4) A "claim" for damages, with respect to the injury, is first made against any insured in accordance with Paragraph **c.** below, during the policy period or an Extended Reporting Period we provide in accordance with Section **V** – Extended Reporting Period.

c. A "claim" shall be considered to be first made at the earlier of the following times:

(1) When notice of such "claim" is received by any insured and reported to us in writing; or

(2) When a "claim" is made directly to us in writing.

A "claim" received by the insured during the policy period and reported to us within 30 days after the end of the policy period will be considered to have been reported within the policy period.

d. All "claims" made by the same person and arising out of the same "medical incident" will be deemed to have been made at the time the first of those "claims" is made against any insured.

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2. **Coverage B – Insuring Agreement – Partnership, Limited Liability Company, Association Or Corporation Professional Liability**

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

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

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

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

   b. This insurance applies to injury only if:

      (1) The injury is caused by a "business entity incident" that takes place in the "coverage territory";

      (2) The "business entity incident" did not occur before the Retroactive Date shown in the Declarations or after the end of the policy period;

      (3) The injury is caused by any person for whose acts or omissions the professional partnership, limited liability company, association or corporation, named in the Declarations, is legally responsible; and

      (4) A "claim" for damages, with respect to the injury, is first made against any insured in accordance with Paragraph **c.** below, during the policy period or an Extended Reporting Period we provide in accordance with Section **V** – Extended Reporting Period.

   c. A "claim" shall be considered to be first made at the earlier of the following times:

      (1) When notice of such "claim" is received by any insured and reported to us in writing; or

      (2) When a "claim" is made directly to us in writing.

      A "claim" received by the insured during the policy period and reported to us within 30 days after the end of the policy period will be considered to have been reported within the policy period.

   d. All "claims" made by the same person and arising out of the same "business entity incident" will be deemed to have been made at the time the first of those "claims" is made against any insured.

3. **Exclusions**

   This insurance does not apply to:

   a. **Criminal Acts**

      Injury arising out of a criminal act, including but not limited to sexual abuse or molestation or fraud, committed by the insured or any person for whom the insured is legally responsible.

   b. **Contractual Liability**

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

   c. **Rendering Of Or Failure To Render Professional Services By Others**

      Injury arising out of the rendering of or failure to render professional services by any other person for whose acts or omissions the insured may be held liable as a member, partner, officer, director or stockholder of any professional partnership, limited liability company, association or corporation.

      This exclusion does not apply to Coverage **B** – Partnership, Limited Liability Company, Association or Corporation Professional Liability.

   d. **Liability Arising Out Of Hospitals Or Other Enterprises**

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

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e. Workers' Compensation And Similar Laws

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

f. Employers' Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies:

~~(1) W~~ whether the insured may be liable as an employer or in any other capacity~~;~~ and

~~(2) T~~ to any obligations to share damages with or repay someone else who must pay damages because of the injury.

g. War

Injury, however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

4. Supplementary Payments

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

a. All expenses we incur.

b. 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.

c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim" or "suit", including actual loss of earnings up to $250 a day because of time off from work.

d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

f. All interest on the full amount of the judgment that accrues after the 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.

These payments will not reduce the Limits of Insurance.

SECTION II – WHO IS AN INSURED

1. For Coverage **A**, if you are an individual, you are an insured.

2. For Coverage **B**, if you are:

a. A partnership, you are an insured. Your partners are also insureds, but only with respect to the acts or omissions of others in the providing of professional services for which they are held liable as a partner.

b. A limited liability company, you are an insured. Your members and managers are also insureds, but only with respect to the acts or omissions of others in the providing of professional services for which they are held liable as members or managers.

c. An association or corporation, you are an insured. Your "executive officers", directors, trustees, governors and stockholders are insureds, but only with respect to the acts or omissions of others in the providing of professional services for which they are held liable as "executive officers", directors, trustees, governors and stockholders.

3. If an insured dies or is adjudged incompetent, this insurance will terminate for that insured. But the insured's legal representative will be an insured for any "medical incident" or "business entity incident" previously committed and covered by this policy.

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

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SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. "Claims" made; or
   c. Persons or organizations making "claims".
2. The Individual Professional Liability Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, subject to Paragraph **6.** below.
3. The Partnership, Limited Liability Company, Association or Corporation Professional Liability Aggregate Limit is the most we will pay for the sum of all damages under Coverage **B**.
4. Subject to Paragraph **2.** above, the Each Medical Incident Limit is the most we will pay for all damages under Coverage **A** because of all injury arising out of any one "medical incident".

   All related "medical incidents" arising out of the:
   a. Providing of or failure to provide professional medical or dental services to any one person; or
   b. Serving as a member of a formal accreditation, standards review or equivalent professional board or committee in connection with a single person or organization

   shall be considered one "medical incident".
5. Subject to Paragraph **3.** above, the Each Business Entity Incident Limit is the most we will pay for all damages under Coverage **B** because of all injury arising out of any one "business entity incident".

   All related "business entity incidents" arising out of the providing of or failure to provide professional medical or dental services to any one person shall be considered one "business entity incident".
6. Under Coverage **A**, the Aggregate Limit and the Each Medical Incident Limit apply separately to each Named Insured.

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

SECTION IV – CONDITIONS

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.
2. **Duties In The Event Of A Medical Incident, Business Entity Incident, Claim Or Suit**
   a. You must see to it that we are notified as soon as practicable of a circumstance which may result in a "claim". To the extent possible, notice should include:
      (1) Specific circumstances surrounding the "medical incident" or "business entity incident";
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury arising out of the "medical incident" or "business entity incident".

      Notice of a circumstance is not notice of a "claim".
   b. If a "claim" is received by any insured, you must:
      (1) Immediately record the specifics of the "claim" and the date received; and
      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the "claim" as soon as practicable.
   c. You and any other involved insured must:
      (1) Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the "claim";
      (2) Authorize us to obtain records and other information;
      (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
      (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury to which this insurance may also apply.
   d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

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3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured ~~obtained after an actual trial~~; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is:

(1) Effective prior to the beginning of the policy period shown in the Declarations of this insurance and applies to injury on other than a claims-made basis, if:

(a) No Retroactive Date is shown in the Declarations of this insurance; or

(b) The other insurance has a policy period which continues after the Retroactive Date shown in the Declarations of this insurance; or

(2) Covering an individual physician, surgeon or dentist's acts or omissions arising out of their service as a member of a formal accreditation, standards review or equivalent professional board or committee.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

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

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

c. Method Of Sharing

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

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

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b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. **Separation Of Insureds**

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

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

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

8. **Transfer Of Rights Of Recovery Against Others To Us**

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

9. **When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

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

10. **When Your Business Or Profession Changes**

The first Named Insured must notify us of any change which might affect the terms of this insurance, including a change in:

a. Members, partners, officers, directors, stockholders or medical professional "employees"; or

b. Medical specialty.

SECTION V – EXTENDED REPORTING PERIOD

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

a. This Coverage Part is canceled or not renewed; or

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

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

(2) Does not apply to injury on a claims-made basis.

2. **Extended Reporting Period**

a. An Extended Reporting Period of unlimited duration is available, but only by an endorsement and for an extra charge.

b. The Extended Reporting Period starts with the end of the policy period. It does not extend the policy period or change the scope of coverage provided. It applies only to injury caused by a "medical incident" or a "business entity incident" which occurred after the Retroactive Date shown in the Declarations and before the end of the policy period provided a "claim" for such injury is first made during the Extended Reporting Period.

c. You must notify us in writing of your intent to purchase the Extended Reporting Period within thirty (30) days after the end of the policy period or the date of termination of the policy, whichever comes first.

d. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due. Once in effect, the Extended Reporting Period may not be canceled.

e. When the Extended Reporting Period Endorsement is in effect, we will provide Supplemental Aggregate Limits for any "claim" first made during the Extended Reporting Period.

The Individual Professional Liability Supplemental Aggregate Limit will be equal to the dollar amount shown as the Individual Professional Liability Aggregate Limit in the Declarations at the inception of the policy period, or as amended thereafter by endorsement.

The Partnership, Limited Liability Company, Association or Corporation Professional Liability Supplemental Aggregate Limit will be equal to the dollar amount shown as the Partnership, Limited Liability Company, Association or Corporation Professional Liability Aggregate Limit in the Declarations at the inception of the policy period, or as amended thereafter by endorsement.

Paragraphs **2.** and **3.** of **Section III – Limits Of Insurance** will be amended accordingly.

f. The insurance provided under the Extended Reporting Period Endorsement will be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after the endorsement takes effect. Paragraph **4. Other Insurance** of **Section IV – Conditions** will be amended accordingly by the Extended Reporting Period Endorsement.

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3. **Extended Reporting Period In Case Of Death, Permanent Disability Or Retirement**

An Extended Reporting Period of unlimited duration will be automatically provided, without additional charge, only under the following circumstances:

a. In case of your death;

b. If you become continuously and permanently disabled for six 6months and are unable to carry out your profession or practice as a physician, surgeon or dentist; or

c. If you retire permanently from your profession or practice as a physician, surgeon or dentist after attaining the age of 55 and accumulating five or more consecutive years of claims-made coverage.

This Extended Reporting Period starts with the end of the policy period and does not apply to "claims" that are covered under any subsequent insurance or Extended Reporting Period you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "claims".

This Extended Reporting Period does not reinstate or increase the Limits of Insurance.

SECTION VI – DEFINITIONS

1. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
2. "Business entity incident" means any act or omission arising out of the providing of or failure to provide professional medical or dental services by:
   a. Any of your partners (if you are a partnership), members or managers (if you are a limited liability company), or directors, "executive officers", governors, trustees or stockholders (if you are an association or corporation);
   b. Your "employee"; or
   c. Any person acting under the personal direction, control or supervision of:
      (1) A partner (if you are a partnership);
      (2) A member or manager (if you are a limited liability company); or
      (3) A director, "executive officer", governor, trustee or stockholder (if you are an association or corporation).
3. "Claim" means a "suit" or demand made by or for the injured person for monetary damages because of alleged injury to which this insurance applies.
4. "Coverage territory" means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada; and
   b. All parts of the world if the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph **a.** above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. "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 conduct of your business. "Leased worker" does not include a "temporary worker".
8. "Medical incident" means any act or omission:
   a. Arising out of the providing of or failure to provide professional medical or dental services by:
      (1) The insured; or
      (2) Any person acting under the personal direction, control or supervision of the insured.
   b. Arising out of the insured's serving as a member of a formal accreditation, standards review or equivalent professional board or committee.
9. "Suit" means a civil proceeding in which damages because of injury to which this insurance applies are alleged. "Suit" includes:
   a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
   b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
10. "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 workload conditions.

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~~THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.~~

HOSPITAL PROFESSIONAL LIABILITY COVERAGE FORM

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

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

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

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

SECTION I – COVERAGE

1. Insuring Agreement

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

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

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

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

b. This insurance applies to injury only if:

(1) The injury is caused by a "medical incident" that takes place in the "coverage territory"; ~~and~~

(2) The injury occurs during the policy period.; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of a "medical incident" or claim, knew that the injury had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the injury occurred, then any continuation, change or resumption of such injury during or after the policy period will be deemed to have been known prior to the policy period.

c. Injury which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of a "medical incident" or claim, includes any continuation, change or resumption of that injury after the end of the policy period.

d. Injury will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of a "medical incident" or claim:

(1) Reports all, or any part, of the injury to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the injury; or

(3) Becomes aware by any other means that injury has occurred or has begun to occur.

2. Exclusions

This insurance does not apply to:

a. Criminal Acts

Injury arising out of a criminal act, including but not limited to sexual abuse or molestation or fraud, committed by or at the direction of the insured.

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b. Contractual Liability

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

c. Violation Of An Antitrust Law

Any claim for damages arising out of the violation of an antitrust law.

d. Workers' Compensation And Similar Laws

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

e. Employers' Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies:

~~(1) W~~ whether the insured may be liable as an employer or in any other capacity; and

~~(2) T~~ to any obligations to share damages with or repay someone else who must pay damages because of the injury.

f. Aircraft, Auto Or Watercraft

Injury arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft. Use includes operation and loading or unloading.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "medical incident" which caused the injury involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

However, this exclusion does not apply to loading or unloading of patients from any "ambulance".

g. War

Injury, however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

3. Supplementary Payments

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

a. All expenses we incur.

b. 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.

c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.

d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

f. All interest on the full amount of the 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.

These payments will not reduce the Limits of Insurance.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members and partners and their spouses are also insureds, but only with respect to that member's or partner's liability as such.

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c. A limited liability company, you are an insured. Your 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. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers", directors, trustees and governors are insureds, but only with respect to their duties as your officers, directors, trustees or governors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Your "employees" are also insureds, but only for acts or omissions within the scope of their employment by you or while performing duties related to the conduct of your business.

3. If an insured dies or is adjudged incompetent, this insurance will terminate for that insured. But the insured's legal representative will be an insured for any "medical incident" previously committed and covered by this policy.

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

SECTION III – LIMITS OF INSURANCE

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

   a. Insureds;

   b. Claims made or "suits" brought; or

   c. Persons or organizations making claims or bringing "suits".

2. The Aggregate Limit is the most we will pay for the sum of all damages because of injury.

3. Subject to the Aggregate Limit, the Each Medical Incident Limit is the most we will pay for all damages because of all injury arising out of any one "medical incident".

   All related "medical incidents" arising out of the providing of or failure to provide professional health care services to any one person shall be considered one "medical incident".

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

SECTION IV – CONDITIONS

1. **Bankruptcy**

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

2. **Duties In The Event Of A Medical Incident, Claim Or Suit**

   a. You must see to it that we are notified as soon as practicable of a circumstance which may result in a claim. To the extent possible, notice should include:

      (1) Specific circumstances surrounding the "medical incident";

      (2) The names and addresses of any injured persons and witnesses; and

      (3) The nature and location of any injury arising out of the "medical incident".

   b. If a claim is made or "suit" is brought against any insured, you must:

      (1) Immediately record the specifics of the claim or "suit" and the date received; and

      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

   c. You and any other involved insured must:

      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

      (2) Authorize us to obtain records and other information;

      (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

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

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

3. **Legal Action Against Us**

   No person or organization has a right under this Coverage Part:

   a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

   b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

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A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured ~~obtained after an actual trial~~; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary. Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **b.** below.

b. Method Of Sharing

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

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

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

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

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

8. Transfer Of Rights Of Recovery Against Others To Us

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

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

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

SECTION V – DEFINITIONS

1. "Ambulance" means any aircraft, "auto" or watercraft equipped for transporting the sick or injured.
2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
3. "Bodily injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada; and
   b. All parts of the world if the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph **a.** above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include "temporary worker".

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

7. "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 conduct of your business. "Leased worker" does not include a "temporary worker".

8. "Medical incident" means any act or omission:

   a. In the providing of or failure to provide professional health care services to your patients, including:

      (1) The providing or dispensing of food, beverages, medications or medical supplies or appliances in connection with such services; and

      (2) The handling or treatment of dead bodies, including autopsies, organ donation or other procedures.

   b. Arising out of the service by any person as a:

      (1) Member of a formal accreditation, standards review or equivalent professional board or committee of the Named Insured; or

      (2) Person charged with executing the directives of such board or committee.

9. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

   a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

   b. Vehicles maintained for use solely on or next to premises you own or rent;

   c. Vehicles that travel on crawler treads;

   d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

      (1) Power cranes, shovels, loaders, diggers or drills; or

      (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

   e. Vehicles not described in Paragraph **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

      (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

      (2) Cherry pickers and similar devices used to raise or lower workers;

   f. Vehicles not described in Paragraph **a., b., c.** or **d.** above 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":

      (1) Equipment designed primarily for:

         (a) Snow removal;

         (b) Road maintenance, but not construction or resurfacing; or

         (c) Street cleaning;

      (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

      (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

10. "Suit" means a civil proceeding in which damages because of injury to which this insurance applies are alleged. "Suit" includes:

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

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

11. "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 workload conditions.

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HOSPITAL PROFESSIONAL LIABILITY COVERAGE FORM

**THIS FORM PROVIDES CLAIMS-MADE COVERAGE.
PLEASE READ THE ENTIRE FORM CAREFULLY.**

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

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

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

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

SECTION I – COVERAGE

1. Insuring Agreement

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

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

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

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

b. This insurance applies to injury only if:

(1) The injury is caused by a "medical incident" that takes place in the "coverage territory";

(2) The "medical incident" did not occur before the Retroactive Date shown in the Declarations or after the end of the policy period; and

(3) A "claim" for damages, with respect to the injury, is first made against any insured, in accordance with Paragraph **c.** below, during the policy period or an Extended Reporting Period we provide in accordance with Section **V** – Extended Reporting Period.

c. A "claim" shall be considered to be first made at the earlier of the following times:

(1) When notice of such "claim" is received by any insured and reported to us in writing; or

(2) When a "claim" is made directly to us in writing.

A "claim" received by the insured during the policy period and reported to us within 30 days after the end of the policy period will be considered to have been reported within the policy period.

d. All "claims" made by the same person and arising out of the same "medical incident" will be deemed to have been made at the time the first of those "claims" is made against any insured.

2. Exclusions

This insurance does not apply to:

a. Criminal Acts

Injury arising out of a criminal act, including but not limited to sexual abuse or molestation or fraud, committed by or at the direction of the insured.

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b. Contractual Liability

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

c. Violation Of An Antitrust Law

Any "claim" for damages arising out of the violation of an antitrust law.

d. Workers' Compensation And Similar Laws

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

e. Employers' Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies:

~~(1) W~~ whether the insured may be liable as an employer or in any other capacity~~;~~ and

~~(2) T~~ to any obligations to share damages with or repay someone else who must pay damages because of the injury.

f. Aircraft, Auto Or Watercraft

Injury arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft. Use includes operation and loading or unloading.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "medical incident" which caused the injury involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

However, this exclusion does not apply to loading or unloading of patients from any "ambulance".

g. War

Injury, however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

3. Supplementary Payments

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

a. All expenses we incur.

b. 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.

c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim" or "suit", including actual loss of earnings up to $250 a day because of time off from work.

d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

f. All interest on the full amount of the 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.

These payments will not reduce the Limits of Insurance.

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SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
   a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
   b. A partnership, you are an insured. Your partners and their spouses are also insureds, but only with respect to that partner's liability as such.
   c. A limited liability company, you are an insured. Your 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. An organization other than a partnership, you are an insured. Your "executive officers", directors, trustees and governors are insureds, but only with respect to their duties as your officers, directors, trustees or governors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
2. Your "employees" are also insureds, but only for acts or omissions within the scope of their employment by you or while performing duties related to the conduct of your business.
3. If an insured dies or is adjudged incompetent, this insurance will terminate for that insured. But the insured's legal representative will be an insured for any "medical incident" previously committed and covered by this policy.

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

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. "Claims" made; or
   c. Persons or organizations making "claims".
2. The Aggregate Limit is the most we will pay for the sum of all damages because of injury.
3. Subject to the Aggregate Limit, the Each Medical Incident Limit is the most we will pay for all damages because of all injury arising out of any one "medical incident".

   All related "medical incidents" arising out of the providing of professional health care services to any one person shall be considered one "medical incident".

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

SECTION IV – CONDITIONS

1. **Bankruptcy**

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

2. **Duties In The Event Of A Medical Incident, Claim Or Suit**
   a. You must see to it that we are notified as soon as practicable of a circumstance which may result in a "claim". To the extent possible, notice should include:
      (1) Specific circumstances surrounding the "medical incident";
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury arising out of the "medical incident".

      Notice of a circumstance is not notice of a "claim".
   b. If a "claim" is received by any insured, you must:
      (1) Immediately record the specifics of the "claim" and the date received; and
      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the "claim" as soon as practicable.
   c. You and any other involved insured must:
      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim";
      (2) Authorize us to obtain records and other information;
      (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
      (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury to which this insurance may also apply.

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

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured ~~obtained after an actual trial~~; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, ~~Our~~ our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Declarations of this insurance and applies to injury on other than a claims-made basis, if:

(1) No Retroactive Date is shown in the Declarations of this insurance; or

(2) The other insurance has a policy period which continues after the Retroactive Date shown in the Declarations of this insurance.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

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

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

c. Method Of Sharing

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

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

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6. **Representations**

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. **Separation Of Insureds**

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

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

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

8. **Transfer Of Rights Of Recovery Against Others To Us**

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

9. **When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

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

SECTION V – EXTENDED REPORTING PERIOD

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

a. This Coverage Part is canceled or not renewed; or

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

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

(2) Does not apply to injury on a claims-made basis.

2. **Extended Reporting Period**

a. An Extended Reporting Period of unlimited duration is available, but only by an endorsement and for an extra charge.

b. The Extended Reporting Period starts with the end of the policy period. It does not extend the policy period or change the scope of coverage provided. It applies only to injury caused by a "medical incident" which occurred after the Retroactive Date shown in the Declarations and before the end of the policy period provided a "claim" for such injury is first made during the Extended Reporting Period.

c. You must notify us in writing of your intent to purchase the Extended Reporting Period within thirty (30) days after the end of the policy period or the date of termination of the policy, whichever comes first.

d. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due. Once in effect, the Extended Reporting Period may not be canceled.

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

The Supplemental Aggregate Limit will be equal to the dollar amount shown as the Aggregate Limit in the Declarations at the inception of the policy period, or as amended thereafter by endorsement.

Paragraph 2. of **Section III – Limits Of Insurance** will be amended accordingly.

f. The insurance provided under the Extended Reporting Period Endorsement will be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after the endorsement takes effect. Paragraph **4. Other Insurance** of **Section IV – Conditions** will be amended accordingly by the Extended Reporting Period Endorsement.

SECTION VI – DEFINITIONS

1. "Ambulance" means any aircraft, "auto" or watercraft equipped for transporting the sick or injured.

2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these at any time.

4. "Claim" means a "suit" or demand made by or for the injured person for monetary damages because of alleged injury to which this insurance applies.

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5. "Coverage territory" means:

   a. The United States of America (including its territories and possessions), Puerto Rico and Canada; and

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

6. "Employee" includes a "leased worker". "Employee" does not include "temporary worker".

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

8. "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 conduct of your business. "Leased worker" does not include a "temporary worker".

9. "Medical incident" means any act or omission:

   a. In the providing of or failure to provide professional health care services to your patients, including:

      (1) The providing or dispensing of food, beverages, medications or medical supplies or appliances in connection with such services; and

      (2) The handling or treatment of dead bodies, including autopsies, organ donation or other procedures.

   b. Arising out of the service by any person as a:

      (1) Member of a formal accreditation, standards review or equivalent professional board or committee of the Named Insured; or

      (2) Person charged with executing the directives of such board or committee.

10. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

   a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

   b. Vehicles maintained for use solely on or next to premises you own or rent;

   c. Vehicles that travel on crawler treads;

   d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

      (1) Power cranes, shovels, loaders, diggers or drills; or

      (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

   e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

      (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

      (2) Cherry pickers and similar devices used to raise or lower workers;

   f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above 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":

      (1) Equipment designed primarily for:

         (a) Snow removal;

         (b) Road maintenance, but not construction or resurfacing; or

         (c) Street cleaning;

      (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

      (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

11. "Suit" means a civil proceeding in which damages because of injury to which this insurance applies are alleged. "Suit" includes:

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

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

12. "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 workload conditions.

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ALLIED HEALTH CARE PROVIDERS PROFESSIONAL LIABILITY COVERAGE FORM

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

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

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

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

SECTION I – COVERAGES

1. Coverage A – Insuring Agreement – Individual Professional Liability

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

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

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

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

b. This insurance applies to injury only if:

(1) The injury is caused by a "medical incident" that takes place in the "coverage territory";

(2) The injury occurs during the policy period; ~~and~~

(3) The injury arises out of the individual insured's profession as a licensed health care provider~~.~~; and

(4) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of a "medical incident" or claim, knew that the injury had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the injury occurred, then any continuation, change or resumption of such injury during or after the policy period will be deemed to have been known prior to the policy period.

c. Injury which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of a "medical incident" or claim, includes any continuation, change or resumption of that injury after the end of the policy period.

d. Injury will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of a "medical incident" or claim:

(1) Reports all, or any part, of the injury to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the injury; or

(3) Becomes aware by any other means that injury has occurred or has begun to occur.

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2. Coverage B – Insuring Agreement – Partnership, Limited Liability Company, Association Or Corporation Professional Liability

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

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

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

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

b. This insurance applies to injury only if:

(1) The injury is caused by a "business entity incident" that takes place in the "coverage territory";

(2) The injury occurs during the policy period; ~~and~~

(3) The injury is caused by any person for whose acts or omissions the professional partnership, limited liability company, association or corporation, named in the Declarations, is legally responsible; and

(4) Prior to the policy period, no insured listed under Paragraph **2.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of a "business entity incident" or claim, knew that the injury had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the injury occurred, then any continuation, change or resumption of such injury during or after the policy period will be deemed to have been known prior to the policy period.

c. Injury which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **2.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of a "business entity incident" or claim, includes any continuation, change or resumption of that injury after the end of the policy period.

d. Injury will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **2.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of a "business entity incident" or claim:

(1) Reports all, or any part, of the injury to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the injury; or

(3) Becomes aware by any other means that injury has occurred or has begun to occur.

3. Exclusions

This insurance does not apply to:

a. Criminal Acts

Injury arising out of a criminal act, including but not limited to sexual abuse or molestation or fraud, committed by the insured or any person for whom the insured is legally responsible.

b. Contractual Liability

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

c. Rendering Of Or Failure To Render Professional Services By Others

Injury arising out of the rendering of or failure to render professional services by any other person for whose acts or omissions the insured may be held liable as a member, partner, officer, director or stockholder of any professional partnership, limited liability company, association or corporation.

This exclusion does not apply to Coverage **B** – Partnership, Limited Liability Company, Association Or Corporation Professional Liability.

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d. Liability Arising Out Of Hospitals Or Other Enterprises

Injury for which the insured may be held liable as proprietor, hospital administrator, officer, stockholder or member of the board of directors, trustees or governors of any hospital, sanitarium, clinic with bed and board facilities, nursing home, laboratory or other enterprises.

e. Workers' Compensation And Similar Laws

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

f. Employers' Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies:

~~(1) W~~ whether the insured may be liable as an employer or in any other capacity; and

~~(2) T~~ to any obligations to share damages with or repay someone else who must pay damages because of the injury.

g. War

Injury, however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

4. Supplementary Payments

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

a. All expenses we incur.

b. 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.

c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.

d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

f. All interest on the full amount of the judgment that accrues after the 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.

These payments will not reduce the Limits of Insurance.

SECTION II – WHO IS AN INSURED

1. For ~~COVERAGE~~ Coverage **A,** if you are an individual, you are an insured.
2. For ~~COVERAGE~~ Coverage **B,** if you are:
   a. A partnership, you are an insured. Your partners are also insureds, but only with respect to the acts or omissions of others in the providing of professional services for which they are held liable as a partner.
   b. A limited liability company, you are an insured. Your members and managers are also insureds, but only with respect to the acts or omissions of others in the providing of professional services for which they are held liable as members or managers.
   c. An association or corporation, you are an insured. Your "executive officers", directors, trustees, governors and stockholders are insureds, but only with respect to the acts or omissions of others in the providing of professional services for which they are held liable as "executive officers", directors, trustees, governors and stockholders.
3. If an insured dies or is adjudged incompetent, this insurance will terminate for that insured. But the insured's legal representative will be an insured for any "medical incident" or "business entity incident" previously committed and covered by this policy.

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

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SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
2. The Individual Professional Liability Aggregate Limit is the most we will pay for the sum of all damages under ~~COVERAGE~~ Coverage **A.**, subject to Paragraph **6.** below.
3. The Partnership, Limited Liability Company, Association Or Corporation Professional Liability Aggregate Limit is the most we will pay for the sum of all damages under ~~COVERAGE~~ Coverage **B.**
4. Subject to Paragraph **2.** above, the Each Medical Incident Limit is the most we will pay for all damages under ~~COVERAGE~~ Coverage **A** because of all injury arising out of any one "medical incident".

   All related "medical incidents" arising out of the:
   a. Providing of or failure to provide professional health care services to any one person; or
   b. Serving as a member of a formal accreditation, standards review or equivalent professional board or committee in connection with a single person or organization

   shall be considered one "medical incident".
5. Subject to Paragraph **3.** above, the Each Business Entity Incident Limit is the most we will pay for all damages under ~~COVERAGE~~ Coverage **B** because of all injury arising out of any one "business entity incident".

   All related "business entity incidents" arising out of the providing of or failure to provide professional health care services to any one person shall be considered one "business entity incident".
6. Under ~~COVERAGE~~ Coverage **A,** the Aggregate Limit and the Each Medical Incident Limit apply separately to each Named Insured.

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

SECTION IV – CONDITIONS

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.
2. **Duties In The Event Of A Medical Incident, Business Entity Incident, Claim Or Suit.**
   a. You must see to it that we are notified as soon as practicable of a circumstance which may result in a claim. To the extent possible, notice should include:
      (1) Specific circumstances surrounding the "medical incident" or "business entity incident";
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury arising out of the "medical incident" or "business entity incident".
   b. If a claim is made or "suit" is brought against any insured, you must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
   c. You and any other involved insured must:
      (1) Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the claim or "suit";
      (2) Authorize us to obtain records and other information;
      (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
      (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury to which this insurance may also apply.
   d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.
3. **Legal Action Against Us**

   No person or organization has a right under this Coverage Part:
   a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

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b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured ~~obtained after an actual trial~~; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

This insurance is excess over other insurance covering an individual licensed health care professional's acts or omissions. When this insurance is excess over other insurance, we will have no duty to defend the individual licensed health care professional against any "suit" if any other insurer has a duty to defend that individual licensed health care professional against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the rights of that individual licensed health care professional against all those other insurers.

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

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

c. Method Of Sharing

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

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

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

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

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

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8. **Transfer Of Rights Of Recovery Against Others To Us**

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

9. **When We Do Not Renew**

   If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

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

10. **When Your Business Or Profession Changes**

    The first Named Insured must notify us of any change which might affect the terms of this insurance, including a change in:

    a. Members, partners, officers, directors, stockholders or medical professional "employees"; or

    b. Medical specialty.

SECTION V – DEFINITIONS

1. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

2. "Business entity incident" means any act or omission arising out of the providing of or failure to provide professional health care services by:

   a. Any of your partners (if you are a partnership), members or managers (if you are a limited liability company), or directors, "executive officers", governors, trustees or stockholders (if you are an association or corporation);

   b. Your "employee"; or

   c. Any person acting under the personal direction, control or supervision of:

      (1) A partner (if you are a partnership);

      (2) A member or manager (if you are a limited liability company); or

      (3) A director, "executive officer", governor, trustee or stockholder (if you are an association or corporation).

3. "Coverage territory" means:

   a. The United States of America (including its territories and possessions), Puerto Rico and Canada; and

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

4. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

5. "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 conduct of your business. "Leased worker" does not include a "temporary worker".

6. "Medical incident" means any act or omission:

   a. Arising out of the providing of or failure to provide professional health care services by:

      (1) The insured; or

      (2) Any person acting under the personal direction, control or supervision of the insured.

   b. Arising out of the insured's serving as a member of a formal accreditation, standards review or equivalent professional board or committee.

7. "Suit" means a civil proceeding in which damages because of injury to which this insurance applies are alleged. "Suit" includes:

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

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

8. "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 workload conditions.

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ALLIED HEALTH CARE PROVIDERS PROFESSIONAL LIABILITY COVERAGE FORM

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

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

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

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

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

SECTION I – COVERAGES

1. Coverage A – Insuring Agreement – Individual Professional Liability

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

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

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

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

b. This insurance applies to injury only if:

(1) The injury is caused by a "medical incident" that takes place in the "coverage territory";

(2) The "medical incident" did not occur before the Retroactive Date shown in the Declarations or after the end of the policy period;

(3) The injury arises out of the ~~of the~~ individual insured's profession as a licensed health care provider; and

(4) A "claim" for damages, with respect to the injury, is first made against any insured in accordance with Paragraph **c.** below, during the policy period or an Extended Reporting Period we provide in accordance with Section **V** – Extended Reporting Period.

c. A "claim" shall be considered to be first made at the earlier of the following times:

(1) When notice of such "claim" is received by any insured and reported to us in writing; or

(2) When a "claim" is made directly to us in writing.

A "claim" received by the insured during the policy period and reported to us within 30 days after the end of the policy period will be considered to have been reported within the policy period.

d. All "claims" made by the same person and arising out of the same "medical incident" will be deemed to have been made at the time the first of those "claims" is made against any insured.

2. Coverage B – Insuring Agreement – Partnership, Limited Liability Company, Association Or Corporation Professional Liability

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

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

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

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

b. This insurance applies to injury only if:

(1) The injury is caused by a "business entity incident" that takes place in the "coverage territory";

(2) The "business entity incident" did not occur before the Retroactive Date shown in the Declarations or after the end of the policy period;

(3) The injury is caused by any person for whose acts or omissions the professional partnership, limited liability company, association or corporation, named in the Declarations, is legally responsible; and

(4) A "claim" for damages, with respect to the injury, is first made against any insured in accordance with Paragraph **c.** below, during the policy period or an Extended Reporting Period we provide in accordance with Section **V** – Extended Reporting Period.

c. A "claim" shall be considered to be first made at the earlier of the following times:

(1) When notice of such "claim" is received by any insured and reported to us in writing; or

(2) When a "claim" is made directly to us in writing.

A "claim" received by the insured during the policy period and reported to us within 30 days after the end of the policy period will be considered to have been reported within the policy period.

d. All "claims" made by the same person and arising out of the same "business entity incident" will be deemed to have been made at the time the first of those "claims" is made against any insured.

3. Exclusions

This insurance does not apply to:

a. Criminal Acts

Injury arising out of a criminal act, including but not limited to sexual abuse or molestation or fraud, committed by the insured or any person for whom the insured is legally responsible.

b. Contractual Liability

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

c. Rendering Of Or Failure To Render Professional Services By Others

Injury arising out of the rendering of or failure to render professional services by any other person for whose acts or omissions the insured may be held liable as a member, partner, officer, director or stockholder of any professional partnership, limited liability company, association or corporation.

This exclusion does not apply to Coverage **B** – Partnership, Limited Liability Company, Association or Corporation Professional Liability.

d. Liability Arising Out Of Hospitals Or Other Enterprises

Injury for which the insured may be held liable as proprietor, hospital administrator, officer, stockholder or member of the board of directors, trustees or governors of any hospital, sanitarium, clinic with bed and board facilities, nursing home, laboratory or other enterprises.

e. Workers' Compensation And Similar Laws

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

f. Employers' Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies:

~~(1)~~ W whether the insured may be liable as an employer or in any other capacity~~;~~ and

~~(2)~~ T to any obligations to share damages with or repay someone else who must pay damages because of the injury.

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g. War

Injury, however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

4. Supplementary Payments

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

a. All expenses we incur.

b. 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.

c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim" or "suit", including actual loss of earnings up to $250 a day because of time off from work.

d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

f. All interest on the full amount of the judgment that accrues after the 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.

These payments will not reduce the Limits of Insurance.

SECTION II – WHO IS AN INSURED

1. For ~~COVERAGE~~ Coverage **A,** if you are an individual, you are an insured.

2. For ~~COVERAGE~~ Coverage **B,** if you are:

a. A partnership, you are an insured. Your partners are also insureds, but only with respect to the acts or omissions of others in the providing of professional services for which they are held liable as a partner.

b. A limited liability company, you are an insured. Your members and managers are also insureds, but only with respect to the acts or omissions of others in the providing of professional services for which they are held liable as members or managers.

c. An association or corporation, you are an insured. Your "executive officers", directors, trustees, governors and stockholders are insureds, but only with respect to the acts or omissions of others in the providing of professional services for which they are held liable as "executive officers", directors, trustees, governors and stockholders.

3. If an insured dies or is adjudged incompetent, this insurance will terminate for that insured. But the insured's legal representative will be an insured for any "medical incident" or "business entity incident" previously committed and covered by this policy.

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

SECTION III – LIMITS OF INSURANCE

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

a. Insureds;

b. "Claims" made; or

c. Persons or organizations making "claims".

2. The Individual Professional Liability Aggregate Limit is the most we will pay for the sum of all damages under ~~COVERAGE~~ Coverage **A,** subject to Paragraph **6.** below.

3. The Partnership, Limited Liability Company, Association Or Corporation Professional Liability Aggregate Limit is the most we will pay for the sum of all damages under ~~COVERAGE~~ Coverage **B.**

4. Subject to Paragraph **2.** above, the Each Medical Incident Limit is the most we will pay for all damages under ~~COVERAGE~~ Coverage **A** because of all injury arising out of any one "medical incident".

All related "medical incidents" arising out of the:

a. Providing of or failure to provide professional health care services to any one person; or

b. Serving as a member of a formal accreditation, standards review or equivalent professional board or committee in connection with a single person or organization

shall be considered one "medical incident".

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5. Subject to Paragraph 3. above, the Each Business Entity Incident Limit is the most we will pay for all damages under ~~COVERAGE~~ Coverage B because of all injury arising out of any one "business entity incident".

   All related "business entity incidents" arising out of the providing of or failure to provide professional health care services to any one person shall be considered one "business entity incident".

6. Under ~~COVERAGE~~ Coverage A, the Aggregate Limit and the Each Medical Incident Limit apply separately to each Named Insured.

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

SECTION IV – CONDITIONS

1. Bankruptcy

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

2. Duties In The Event Of A Medical Incident, Business Entity Incident, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of a circumstance which may result in a "claim". To the extent possible, notice should include:

(1) Specific circumstances surrounding the "medical incident" or "business entity incident";

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury arising out of the "medical incident" or "business entity incident".

Notice of a circumstance is not notice of a "claim".

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

(1) Immediately record the specifics of the "claim" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" as soon as practicable.

c. You and any other involved insured must:

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

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and

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

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

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured ~~obtained after an actual trial~~; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, ~~Our~~ our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

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b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is:

(1) Effective prior to the beginning of the policy period shown in the Declarations of this insurance and applies to injury on other than a claims-made basis, if:

(a) No Retroactive Date is shown in the Declarations of this insurance; or

(b) The other insurance has a policy period which continues after the Retroactive Date shown in the Declarations of this insurance; or

(2) Covering an individual licensed health care provider's acts or omissions arising out of their service as a member of a formal accreditation, standards review or equivalent professional board or committee.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

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

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

c. Method Of Sharing

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

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

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

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

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

8. Transfer Of Rights Of Recovery Against Others To Us

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

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9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

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

10. When Your Business Or Profession Changes

The first Named Insured must notify us of any change which might affect the terms of this insurance, including a change in:

a. Members, partners, officers, directors, stockholders or medical professional "employees"; or

b. Medical specialty.

SECTION V – EXTENDED REPORTING PERIOD

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

a. This Coverage Part is canceled or not renewed; or

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

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

(2) Does not apply to injury on a claims-made basis.

2. Extended Reporting Period

a. An Extended Reporting Period of unlimited duration is available, but only by an endorsement and for an extra charge.

b. The Extended Reporting Period starts with the end of the policy period. It does not extend the policy period or change the scope of coverage provided. It applies only to injury caused by a "medical incident" or a "business entity incident" which occurred after the Retroactive Date shown in the Declarations and before the end of the policy period provided a "claim" for such injury is first made during the Extended Reporting Period.

c. You must notify us in writing of your intent to purchase the Extended Reporting Period within thirty (30) days after the end of the policy period or the date of termination of the policy, whichever comes first.

d. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due. Once in effect, the Extended Reporting Period may not be canceled.

e. When the Extended Reporting Period Endorsement is in effect, we will provide Supplemental Aggregate Limits for any "claim" first made during the Extended Reporting Period.

The Individual Professional Liability Supplemental Aggregate Limit will be equal to the dollar amount shown as the Individual Professional Liability Aggregate Limit in the Declarations at the inception of the policy period, or as amended thereafter by endorsement.

The Partnership, Limited Liability Company, Association or Corporation Professional Liability Supplemental Aggregate Limit will be equal to the dollar amount shown as the Partnership, Limited Liability Company, Association or Corporation Professional Liability Aggregate Limit in the Declarations at the inception of the policy period, or as amended thereafter by endorsement.

Paragraphs **2.** and **3.** of **Section III – Limits Of Insurance** will be amended accordingly.

f. The insurance provided under the Extended Reporting Period Endorsement will be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after the endorsement takes effect. Paragraph **4. Other Insurance** of **Section IV – Conditions** will be amended accordingly by the Extended Reporting Period Endorsement.

SECTION VI – DEFINITIONS

1. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

2. "Business entity incident" means any act or omission arising out of the providing of or failure to provide professional health care services by:

a. Any of your partners (if you are a partnership), members or managers (if you are a limited liability company), or directors, "executive officers", governors, trustees or stockholders (if you are an association or corporation);

b. Your "employee"; or

c. Any person acting under the personal direction, control or supervision of:

(1) A partner (if you are a partnership);

(2) A member or manager (if you are a limited liability company); or

(3) A director, "executive officer", governor, trustee or stockholder (if you are an association or corporation).

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3. "Claim" means a "suit" or demand made by or for the injured person for monetary damages because of alleged injury to which this insurance applies.

4. "Coverage territory" means:

   a. The United States of America (including its territories and possessions), Puerto Rico and Canada; and

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

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "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 conduct of your business. "Leased worker" does not include a "temporary worker".

7. "Medical incident" means any act or omission:

   a. Arising out of the providing of or failure to provide professional health care services by:

      (1) The insured; or

      (2) Any person acting under the personal direction, control or supervision of the insured.

   b. Arising out of the insured's serving as a member of a formal accreditation, standards review or equivalent professional board or committee.

8. "Suit" means a civil proceeding in which damages because of injury to which this insurance applies are alleged. "Suit" includes:

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

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

9. "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 workload conditions.

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BLOOD BANKS PROFESSIONAL LIABILITY COVERAGE FORM

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

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

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

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

SECTION I – COVERAGE

1. Insuring Agreement

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

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

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

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

b. This insurance applies to injury only if:

(1) The injury is caused by a "medical incident" that takes place in the "coverage territory";

(2) The injury occurs during the policy period; and

(3) The injury arises out of your business as a blood bank.

(4) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of a "medical incident" or claim, knew that the injury had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the injury occurred, then any continuation, change or resumption of such injury during or after the policy period will be deemed to have been known prior to the policy period.

c. Injury which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of a "medical incident" or claim, includes any continuation, change or resumption of that injury after the end of the policy period.

d. Injury will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of a "medical incident" or claim:

(1) Reports all, or any part, of the injury to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the injury; or

(3) Becomes aware by any other means that injury has occurred or has begun to occur.

2. Exclusions

This insurance does not apply to:

a. Criminal Acts

Injury arising out of a criminal act, including but not limited to sexual abuse or molestation or fraud, committed by or at the direction of the insured.

b. Contractual Liability

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

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c. Workers' Compensation And Similar Laws

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

d. Employers' Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies~~:~~

~~(1) W~~ whether the insured may be liable as an employer or in any other capacity~~;~~ and

~~(2) T~~ to any obligations to share damages with or repay someone else who must pay damages because of the injury.

e. Auto

Injury arising out of the ownership, maintenance, use or entrustment to others of any "auto". Use includes operation and loading or unloading.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "medical incident" which caused the injury involved the ownership, maintenance, use or entrustment to others of any "auto" that is owned or operated by or rented or loaned to any insured.

f. War

Injury, however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

3. Supplementary Payments

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

a. All expenses we incur.

b. 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.

c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.

d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

f. All interest on the full amount of the 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.

These payments will not reduce the Limits of Insurance.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members and partners and their spouses are also insureds, but only with respect to that member's or partner's liability as such.

c. A limited liability company, you are an insured. Your 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. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers", directors, trustees and governors are insureds, but only with respect to their duties as your officers, directors, trustees or governors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

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2. Your "employees" are also insureds, but only for acts or omissions within the scope of their employment by you or while performing duties related to the conduct of your business.

3. If an insured dies or is adjudged incompetent, this insurance will terminate for that insured. But the insured's legal representative will be an insured for any "medical incident" previously committed and covered by this policy.

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

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for the sum of all damages because of injury.
3. Subject to the Aggregate Limit, the Each Medical Incident Limit is the most we will pay for all damages because of all injury arising out of any one "medical incident".

   All related "medical incidents" arising out of the providing of or failure to provide professional health care services to any one person shall be considered one "medical incident".

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

SECTION IV – CONDITIONS

1. **Bankruptcy**

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

2. **Duties In The Event Of A Medical Incident, Claim Or Suit**
   a. You must see to it that we are notified as soon as practicable of a circumstance which may result in a claim. To the extent possible, notice should include:
      (1) Specific circumstances surrounding the "medical incident";
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury arising out of the "medical incident".
   b. If a claim is made or "suit" is brought against any insured, you must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
   c. You and any other involved insured must:
      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
      (2) Authorize us to obtain records and other information;
      (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
      (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury to which this insurance may also apply.
   d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

3. **Legal Action Against Us**

   No person or organization has a right under this Coverage Part:
   a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
   b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

   A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured ~~obtained after an actual trial~~; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

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4. **Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary. Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **b.** below.

b. Method Of Sharing

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

5. **Premium Audit**

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

6. **Representations**

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. **Separation Of Insureds**

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

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

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

8. **Transfer Of Rights Of Recovery Against Others To Us**

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

9. **When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

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

SECTION V – DEFINITIONS

1. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
2. "Bodily injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these at any time.
3. "Coverage territory" means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada; and
   b. All parts of the world if the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph **a.** above or in a settlement we agree to.
4. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
5. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

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6. "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 conduct of your business. "Leased worker" does not include a "temporary worker".

7. "Medical incident" means any act or omission arising out of:

   a. The providing of or failure to provide professional health care services in connection with the making of a blood donation;

   b. The handling or distribution of any blood products; or

   c. Any representation or warranty made at any time with respect to any blood product.

8. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

   a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

   b. Vehicles maintained for use solely on or next to premises you own or rent;

   c. Vehicles that travel on crawler treads;

   d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

      (1) Power cranes, shovels, loaders, diggers or drills; or

      (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

   e. Vehicles not described in Paragraph **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

      (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

      (2) Cherry pickers and similar devices used to raise or lower workers;

   f. Vehicles not described in Paragraph **a., b., c.** or **d.** above 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":

      (1) Equipment designed primarily for:

         (a) Snow removal;

         (b) Road maintenance, but not construction or resurfacing; or

         (c) Street cleaning;

      (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

      (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

9. "Suit" means a civil proceeding in which damages because of injury to which this insurance applies are alleged. "Suit" includes:

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

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

10. "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 workload conditions.

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BLOOD BANKS PROFESSIONAL LIABILITY COVERAGE FORM

**THIS FORM PROVIDES CLAIMS-MADE COVERAGE.
PLEASE READ THE ENTIRE FORM CAREFULLY.**

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

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

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

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

SECTION I – COVERAGE

1. Insuring Agreement

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

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

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

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

b. This insurance applies to injury only if:

(1) The injury is caused by a "medical incident" that takes place in the "coverage territory";

(2) The "medical incident" did not occur before the Retroactive Date shown in the Declarations or after the end of the policy period; and

(3) The injury arises out of your business as a blood bank;

(4) A "claim" for damages, with respect to the injury, is first made against any insured, in accordance with Paragraph **c.** below, during the policy period or an Extended Reporting Period we provide in accordance with Section **V** – Extended Reporting Period.

c. A "claim" shall be considered to be first made at the earlier of the following times:

(1) When notice of such "claim" is received by any insured and reported to us in writing; or

(2) When a "claim" is made directly to us in writing.

A "claim" received by the insured during the policy period and reported to us within 30 days after the end of the policy period will be considered to have been reported within the policy period.

d. All "claims" made by the same person and arising out of the same "medical incident" will be deemed to have been made at the time the first of those "claims" is made against any insured.

2. Exclusions

This insurance does not apply to:

a. Criminal Acts

Injury arising out of a criminal act, including but not limited to sexual abuse or molestation or fraud, committed by or at the direction of the insured.

b. Contractual Liability

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

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c. Workers' Compensation And Similar Laws

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

d. Employers' Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies:

~~(1)~~ W whether the insured may be liable as an employer or in any other capacity; and

~~(2)~~ T to any obligations to share damages with or repay someone else who must pay damages because of the injury.

e. Auto

Injury arising out of the ownership, maintenance, use or entrustment to others of any "auto". Use includes operation and loading or unloading.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "medical incident" which caused the injury involved the ownership, maintenance, use or entrustment to others of any "auto" that is owned or operated by or rented or loaned to any insured.

f. War

Injury, however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

3. Supplementary Payments

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

a. All expenses we incur.

b. 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.

c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim" or "suit", including actual loss of earnings up to $250 a day because of time off from work.

d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

f. All interest on the full amount of the 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.

These payments will not reduce the Limits of Insurance.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members and partners and their spouses are also insureds, but only with respect to that member's or partner's liability as such.

c. A limited liability company, you are an insured. Your 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.

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d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers", directors, trustees and governors are insureds, but only with respect to their duties as your officers, directors, trustees or governors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Your "employees" are also insureds, but only for acts or omissions within the scope of their employment by you or while performing duties related to the conduct of your business.

3. If an insured dies or is adjudged incompetent, this insurance will terminate for that insured. But the insured's legal representative will be an insured for any "medical incident" previously committed and covered by this policy.

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

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. "Claims" made; or
   c. Persons or organizations making "claims".
2. The Aggregate Limit is the most we will pay for the sum of all damages because of injury.
3. Subject to the Aggregate Limit, the Each Medical Incident Limit is the most we will pay for all damages because of all injury arising out of any one "medical incident".

   All related "medical incidents" arising out of the providing of or failure to provide professional health care services to any one person shall be considered one "medical incident".

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

SECTION IV – CONDITIONS

1. **Bankruptcy**

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

2. **Duties In The Event Of A Medical Incident, Claim Or Suit**
   a. You must see to it that we are notified as soon as practicable of a circumstance which may result in a "claim". To the extent possible, notice should include:
      (1) Specific circumstances surrounding the "medical incident";
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury arising out of the "medical incident".

      Notice of a circumstance is not notice of a "claim".
   b. If a "claim" is received by any insured, you must:
      (1) Immediately record the specifics of the "claim" and the date received; and
      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the "claim" as soon as practicable.
   c. You and any other involved insured must:
      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim";
      (2) Authorize us to obtain records and other information;
      (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
      (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury to which this insurance may also apply.
   d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

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3. **Legal Action Against Us**

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured ~~obtained after an actual trial~~; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

4. **Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. **Primary Insurance**

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, ~~Our~~ our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. **Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Declarations of this insurance and applies to injury on other than a claims-made basis, if:

(1) No Retroactive Date is shown in the Declarations of this insurance; or

(2) The other insurance has a policy period which continues after the Retroactive Date shown in the Declarations of this insurance.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

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

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

c. **Method Of Sharing**

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

5. **Premium Audit**

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

6. **Representations**

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. **Separation Of Insureds**

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

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

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

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8. **Transfer Of Rights Of Recovery Against Others To Us**

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

9. **When We Do Not Renew**

   If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

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

SECTION V – EXTENDED REPORTING PERIOD

1. You will have the right to purchase an Extended Reporting Period, as described below, if:
   a. This Coverage Part is canceled or not renewed; or
   b. We renew or replace this Coverage Part with insurance that:
      (1) Has a Retroactive Date later than the date shown in the Declarations of this Coverage Part; or
      (2) Does not apply to injury on a claims-made basis.

2. **Extended Reporting Period**
   a. An Extended Reporting Period of unlimited duration is available, but only by an endorsement and for an extra charge.
   b. The Extended Reporting Period starts with the end of the policy period. It does not extend the policy period or change the scope of coverage provided. It applies only to injury caused by a "medical incident" which occurred after the Retroactive Date shown in the Declarations and before the end of the policy period provided a "claim" for such injury is first made during the Extended Reporting Period.
   c. You must notify us in writing of your intent to purchase the Extended Reporting Period within thirty (30) days after the end of the policy period or the date of termination of the policy, whichever comes first.
   d. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due. Once in effect, the Extended Reporting Period may not be canceled.
   e. When the Extended Reporting Period Endorsement is in effect, we will provide a Supplemental Aggregate Limit for any "claim" first made during the Extended Reporting Period.

      The Supplemental Aggregate Limit will be equal to the dollar amount shown as the Aggregate Limit in the Declarations at the inception of the policy period, or as amended thereafter by endorsement.

      Paragraph **2.** of **Section III – Limits Of Insurance** will be amended accordingly.
   f. The insurance provided under the Extended Reporting Period Endorsement will be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after the endorsement takes effect. Paragraph **4. Other Insurance** of **Section IV – Conditions** will be amended accordingly by the Extended Reporting Period Endorsement.

SECTION VI – DEFINITIONS

1. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
2. "Bodily injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these at any time.
3. "Claim" means a "suit" or demand made by or for the injured person for monetary damages because of alleged injury to which this insurance applies.
4. "Coverage territory" means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada; and
   b. All parts of the world if the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph **a.** above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. "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 conduct of your business. "Leased worker" does not include a "temporary worker".

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8. "Medical incident" means any act or omission arising out of:
   a. The providing of or failure to provide professional health care services in connection with the making of a blood donation;
   b. The handling or distribution of any blood products; or
   c. Any representation or warranty made at any time with respect to any blood product.
9. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
   a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
   b. Vehicles maintained for use solely on or next to premises you own or rent;
   c. Vehicles that travel on crawler treads;
   d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
      (1) Power cranes, shovels, loaders, diggers or drills; or
      (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
   e. Vehicles not described in Paragraph **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
      (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
      (2) Cherry pickers and similar devices used to raise or lower workers;
   f. Vehicles not described in Paragraph **a., b., c.** or **d.** above 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":
      (1) Equipment designed primarily for:
         (a) Snow removal;
         (b) Road maintenance, but not construction or resurfacing; or
         (c) Street cleaning;
      (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
      (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
10. "Suit" means a civil proceeding in which damages because of injury to which this insurance applies are alleged. "Suit" includes:
   a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
   b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
11. "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 workload conditions.

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DIAGNOSTIC TESTING LABORATORIES PROFESSIONAL LIABILITY COVERAGE FORM

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

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

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

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

SECTION I – COVERAGE

1. Insuring Agreement

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

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

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

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

b. This insurance applies to injury only if:

(1) The injury is caused by a "laboratory incident" that takes place in the "coverage territory";

(2) The injury occurs during the policy period; and

(3) The injury arises out of your business as a diagnostic testing laboratory or facility.

(4) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of a "laboratory incident" or claim, knew that the injury had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the injury occurred, then any continuation, change or resumption of such injury during or after the policy period will be deemed to have been known prior to the policy period.

c. Injury which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of a "laboratory incident" or claim, includes any continuation, change or resumption of that injury after the end of the policy period.

d. Injury will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of a "laboratory incident" or claim:

(1) Reports all, or any part, of the injury to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the injury; or

(3) Becomes aware by any other means that injury has occurred or has begun to occur.

2. Exclusions

This insurance does not apply to:

a. Criminal Acts

Injury arising out of a criminal act, including but not limited to sexual abuse or molestation or fraud, committed by or at the direction of the insured.

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b. Contractual Liability

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

c. Workers' Compensation And Similar Laws

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

d. Therapeutic Treatment

Injury arising out of any therapeutic treatment rendered by or at the direction of the insured.

e. Employers' Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies:

~~(1) W~~ whether the insured may be liable as an employer or in any other capacity~~;~~ and

~~(2) T~~ to any obligations to share damages with or repay someone else who must pay damages because of the injury.

f. Liability Arising Out Of Acts Or Omissions As Doctor Of Medicine

Injury arising out of an insured's liability for his or her acts or omissions as a doctor of medicine.

g. War

Injury, however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

3. Supplementary Payments

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

a. All expenses we incur.

b. 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.

c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.

d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

f. All interest on the full amount of the 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.

These payments will not reduce the Limits of Insurance.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members and partners and their spouses are also insureds, but only with respect to that member's or partner's liability as such.

c. A limited liability company, you are an insured. Your 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. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers", directors, trustees and governors are insureds, but only with respect to their duties as your officers, directors, trustees or governors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

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2. Your "employees" are also insureds, but only for acts or omissions within the scope of their employment by you or while performing duties related to the conduct of your business.

3. If an insured dies or is adjudged incompetent, this insurance will terminate for that insured. But the insured's legal representative will be an insured for any "laboratory incident" previously committed and covered by this policy.

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

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for the sum of all damages because of injury.
3. Subject to the Aggregate Limit, the Each Laboratory Incident Limit is the most we will pay for all damages because of all injury arising out of any one "laboratory incident".

   All related "laboratory incidents" arising out of the providing of or failure to provide diagnostic testing services to any one person shall be considered one "laboratory incident".

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

SECTION IV – CONDITIONS

1. **Bankruptcy**

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

2. **Duties In The Event Of A Laboratory Incident, Claim Or Suit**
   a. You must see to it that we are notified as soon as practicable of a circumstance which may result in a claim. To the extent possible, notice should include:
      (1) Specific circumstances surrounding the "laboratory incident";
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury arising out of the "laboratory incident".
   b. If a claim is made or "suit" is brought against any insured, you must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
   c. You and any other involved insured must:
      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
      (2) Authorize us to obtain records and other information;
      (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
      (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury to which this insurance may also apply.
   d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

3. **Legal Action Against Us**

   No person or organization has a right under this Coverage Part:
   a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
   b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

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A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured ~~obtained after an actual trial~~; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

4. **Other Insurance**

   If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

   a. **Primary Insurance**

      This insurance is primary. Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **b.** below.

   b. **Method Of Sharing**

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

5. **Premium Audit**

   a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

   b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

   c. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

6. **Representations**

   By accepting this policy, you agree:

   a. The statements in the Declarations are accurate and complete;

   b. Those statements are based upon representations you made to us; and

   c. We have issued this policy in reliance upon your representations.

7. **Separation Of Insureds**

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

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

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

8. **Transfer Of Rights Of Recovery Against Others To Us**

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

9. **When We Do Not Renew**

   If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

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

SECTION V – DEFINITIONS

1. "Bodily injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these at any time.
2. "Coverage territory" means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada; and
   b. All parts of the world if the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph **a.** above or in a settlement we agree to.
3. "Employee" includes a "leased worker". "Employee" does not include "temporary worker".

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

5. "Laboratory incident" means any act or omission in the providing of or failure to provide professional diagnostic testing services:

   a. In the performance of clinical-pathological examinations and services for diagnosing the status of health, disease or injury of human beings or animals; or

   b. In the taking of diagnostic tests and subsequent reporting of or reliance upon the results of such tests.

6. "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 conduct of your business. "Leased worker" does not include a "temporary worker".

7. "Suit" means a civil proceeding in which damages because of injury to which this insurance applies are alleged. "Suit" includes:

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

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

8. "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 workload conditions.

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DIAGNOSTIC TESTING LABORATORIES PROFESSIONAL LIABILITY COVERAGE FORM

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

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

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

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

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

SECTION I – COVERAGE

1. Insuring Agreement

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

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

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

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

b. This insurance applies to injury only if:

(1) The injury is caused by a "laboratory incident" that takes place in the "coverage territory";

(2) The "laboratory incident" did not occur before the Retroactive Date shown in the Declarations or after the end of the policy period;

(3) The injury arises out of your business as a diagnostic testing laboratory or facility; and

(4) A "claim" for damages, with respect to the injury, is first made against any insured, in accordance with Paragraph **c.** below, during the policy period or an Extended Reporting Period we provide in accordance with Section **V** – Extended Reporting Period.

c. A "claim" shall be considered to be first made at the earlier of the following times:

(1) When notice of such "claim" is received by any insured and reported to us in writing; or

(2) When a "claim" is made directly to us in writing.

A "claim" received by the insured during the policy period and reported to us within 30 days after the end of the policy period will be considered to have been reported within the policy period.

d. All "claims" made by the same person and arising out of the same "laboratory incident" will be deemed to have been made at the time the first of those "claims" is made against any insured.

2. Exclusions

This insurance does not apply to:

a. Criminal Acts

Injury arising out of a criminal act, including but not limited to sexual abuse or molestation or fraud, committed by or at the direction of the insured.

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b. Contractual Liability

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

c. Workers' Compensation And Similar Laws

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

d. Therapeutic Treatment

Injury arising out of any Therapeutic Treatment rendered by or at the direction of the insured.

e. Employers' Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies:

~~(1) W~~ whether the insured may be liable as an employer or in any other capacity; and

~~(2) T~~ to any obligations to share damages with or repay someone else who must pay damages because of the injury.

f. Liability Arising Out Of Acts Or Omissions As Doctor Of Medicine

Injury arising out of an insured's liability for his or her acts or omissions as a doctor of medicine.

g. War

Injury, however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

3. Supplementary Payments

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

a. All expenses we incur.

b. 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.

c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim" or "suit", including actual loss of earnings up to $250 a day because of time off from work.

d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

f. All interest on the full amount of the 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.

These payments will not reduce the Limits of Insurance.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members and partners and their spouses are also insureds, but only with respect to that member's or partner's liability as such.

c. A limited liability company, you are an insured. Your 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. An organization other than a partnership, you are an insured. Your "executive officers", directors, trustees and governors are insureds, but only with respect to their duties as your officers, directors, trustees or governors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

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2. Your "employees" are also insureds, but only for acts or omissions within the scope of their employment by you or while performing duties related to the conduct of your business.

3. If an insured dies or is adjudged incompetent, this insurance will terminate for that insured. But the insured's legal representative will be an insured for any "laboratory incident" previously committed and covered by this policy.

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

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. "Claims" made; or
   c. Persons or organizations making "claims".
2. The Aggregate Limit is the most we will pay for the sum of all damages because of injury.
3. Subject to the Aggregate Limit, the Each Laboratory Incident Limit is the most we will pay for all damages because of all injury arising out of any one "laboratory incident".

   All related "laboratory incidents" arising out of the providing of or failure to provide diagnostic testing services to any one person shall be considered one "laboratory incident".

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

SECTION IV – CONDITIONS

1. **Bankruptcy**

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

2. **Duties In The Event Of A Laboratory Incident, Claim Or Suit**
   a. You must see to it that we are notified as soon as practicable of a circumstance which may result in a "claim". To the extent possible, notice should include:
      (1) Specific circumstances surrounding the "laboratory incident";
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury arising out of the "laboratory incident".

      Notice of a circumstance is not notice of a "claim".
   b. If a "claim" is received by any insured, you must:
      (1) Immediately record the specifics of the "claim" and the date received; and
      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the "claim" as soon as practicable.
   c. You and any other involved insured must:
      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim";
      (2) Authorize us to obtain records and other information;
      (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
      (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury to which this insurance may also apply.
   d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

3. **Legal Action Against Us**

   No person or organization has a right under this Coverage Part:
   a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
   b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

   A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured ~~obtained after an actual trial~~; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

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4. **Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, ~~Our~~ our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Declarations of this insurance and applies to injury on other than a claims-made basis, if:

(1) No Retroactive Date is shown in the Declarations of this insurance; or

(2) The other insurance has a policy period which continues after the Retroactive Date shown in the Declarations of this insurance.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

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

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

c. Method Of Sharing

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

5. **Premium Audit**

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

6. **Representations**

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. **Separation Of Insureds**

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

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

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

8. **Transfer Of Rights Of Recovery Against Others To Us**

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

9. **When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

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

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SECTION V – EXTENDED REPORTING PERIOD

1. You will have the right to purchase an Extended Reporting Period, as described below, if:
   a. This Coverage Part is canceled or not renewed; or
   b. We renew or replace this Coverage Part with insurance that:
      (1) Has a Retroactive Date later than the date shown in the Declarations of this Coverage Part; or
      (2) Does not apply to injury on a claims-made basis.
2. **Extended Reporting Period**
   a. An Extended Reporting Period of unlimited duration is available, but only by an endorsement and for an extra charge.
   b. The Extended Reporting Period starts with the end of the policy period. It does not extend the policy period or change the scope of coverage provided. It applies only to injury caused by a "laboratory incident" which occurred after the Retroactive Date shown in the Declarations and before the end of the policy period provided a "claim" for such injury is first made during the Extended Reporting Period.
   c. You must notify us in writing of your intent to purchase the Extended Reporting Period within thirty (30) days after the end of the policy period or the date of termination of the policy, whichever comes first.
   d. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due. Once in effect, the Extended Reporting Period may not be canceled.
   e. When the Extended Reporting Period Endorsement is in effect, we will provide a Supplemental Aggregate Limit for any "claim" first made during the Extended Reporting Period.

      The Supplemental Aggregate Limit will be equal to the dollar amount shown as the Aggregate Limit in the Declarations at the inception of the policy period, or as amended thereafter by endorsement.

      Paragraph **2.** of **Section III – Limits Of Insurance** will be amended accordingly.
   f. The insurance provided under the Extended Reporting Period Endorsement will be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after the endorsement takes effect. Paragraph **4. Other Insurance** of **Section IV – Conditions** will be amended accordingly by the Extended Reporting Period Endorsement.

SECTION VI – DEFINITIONS

1. "Bodily injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these at any time.
2. "Claim" means a "suit" or demand made by or for the injured person for monetary damages because of alleged injury to which this insurance applies.
3. "Coverage territory" means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada; and
   b. All parts of the world if the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph **a.** above or in a settlement we agree to.
4. "Employee" includes a "leased worker". "Employee" does not include "temporary worker".
5. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
6. "Laboratory incident" means any act or omission in the providing of or failure to provide professional diagnostic testing services:
   a. In the performance of clinical-pathological examinations and services for diagnosing the status of health, disease or injury of human beings or animals; or
   b. In the taking of diagnostic tests and subsequent reporting of or reliance upon the results of such tests.
7. "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 conduct of your business. "Leased worker" does not include a "temporary worker".

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8. "Suit" means a civil proceeding in which damages because of injury to which this insurance applies are alleged. "Suit" includes:
   a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
   b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
9. "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 workload conditions.

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OPTOMETRISTS PROFESSIONAL LIABILITY COVERAGE FORM

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

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

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

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

SECTION I – COVERAGES

1. Coverage A – Insuring Agreement – Individual Professional Liability

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

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

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

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

b. This insurance applies to injury only if:

(1) The injury is caused by an "optometric incident" that takes place in the "coverage territory";

(2) The injury occurs during the policy period; and

(3) The injury arises out of the individual insured's profession as an optometrist.

(4) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "optometric incident" or claim, knew that the injury had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the injury occurred, then any continuation, change or resumption of such injury during or after the policy period will be deemed to have been known prior to the policy period.

c. Injury which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "optometric incident" or claim, includes any continuation, change or resumption of that injury after the end of the policy period.

d. Injury will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "optometric incident" or claim:

(1) Reports all, or any part, of the injury to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the injury; or

(3) Becomes aware by any other means that injury has occurred or has begun to occur.

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2. **Coverage B – Insuring Agreement – Partnership, Limited Liability Company, Association Or Corporation Professional Liability**

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

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

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

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

b. This insurance applies only if:

(1) The injury is caused by ~~an~~ "business entity incident" that takes place in the "coverage territory";

(2) The injury occurs during the policy period; and

(3) The injury is caused by any person for whose acts or omissions the professional partnership, limited liability company, association or corporation, named in the Declarations, is legally responsible.

(4) Prior to the policy period, no insured listed under Paragraph 2. of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of a "business entity incident" or claim, knew that the injury had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the injury occurred, then any continuation, change or resumption of such injury during or after the policy period will be deemed to have been known prior to the policy period.

c. Injury which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 2. of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of a "business entity incident" or claim, includes any continuation, change or resumption of that injury after the end of the policy period.

d. Injury will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 2. of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of a "business entity incident" or claim:

(1) Reports all, or any part, of the injury to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the injury; or

(3) Becomes aware by any other means that injury has occurred or has begun to occur.

3. **Exclusions**

This insurance does not apply to:

a. **Criminal Acts**

Injury arising out of a criminal act, including but not limited to sexual abuse or molestation or fraud committed by the insured or any person for whom the insured is legally responsible.

b. **Contractual Liability**

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

c. **Rendering Of Or Failure To Render Professional Services By Others**

Injury arising out of the rendering of or failure to render professional services by any other person for whose acts or omissions the insured may be held liable as a member, partner, officer, director or stockholder of any professional partnership, limited liability company, association, or corporation.

This exclusion does not apply to Coverage **B** – Partnership, Limited Liability Company, Association or Corporation Professional Liability.

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d. Liability Arising Out Of Hospitals Or Other Enterprises

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

e. Workers' Compensation And Similar Laws

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

f. Employers' Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies:

~~(1)~~ W whether the insured may be liable as an employer or in any other capacity; and

~~(2)~~ T to any obligations to share damages with or repay someone else who must pay damages because of the injury.

g. Products Liability

Injury arising out of:

(1) The production or reproduction of ophthalmic lenses and related products, including the mounting of such lenses into frames;

(2) The fitting of ophthalmic lenses to the eyes; or

(3) The preparing, selling, handling or distributing of optical goods or products in connection with your practice of optometry.

h. War

Injury, however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

4. Supplementary Payments

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

a. All expenses we incur.

b. 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.

c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.

d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

f. All interest on the full amount of the judgment that accrues after the 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.

These payments will not reduce the Limits of Insurance.

SECTION II – WHO IS AN INSURED

1. For ~~COVERAGE~~ Coverage **A,** if you are an individual, you are an insured.
2. For ~~COVERAGE~~ Coverage **B,** if you are:
   a. A partnership, you are an insured. Your partners are also insureds, but only with respect to the acts or omissions of others in the providing of professional services for which they are held liable as a partner.
   b. A limited liability company, you are an insured. Your members and managers are also insureds, but only with respect to the acts or omissions of others in the providing of professional services for which they are held liable as members or managers.

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c. An association or corporation, you are an insured. Your "executive officers", directors, trustees, governors and stockholders are insureds, but only with respect to the acts or omissions of others in the providing of professional services for which they are held liable as "executive officers", directors, trustees, governors and stockholders.

3. If an insured dies or is adjudged incompetent, this insurance will terminate for that insured. But the insured's legal representative will be an insured for any "optometric incident" or "business entity incident" previously committed and covered by this policy.

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

SECTION III – LIMITS OF INSURANCE

1. The Limits Of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
2. The Individual Professional Liability Aggregate Limit is the most we will pay for the sum of all damages under ~~COVERAGE~~ Coverage **A**, subject to Paragraph **6.** below.
3. The Partnership, Limited Liability Company, Association Or Corporation Professional Liability Aggregate Limit is the most we will pay for the sum of all damages under ~~COVERAGE~~ Coverage **B.**
4. Subject to Paragraph **2.** above, the Each Optometric Incident Limit is the most we will pay for all damages under ~~COVERAGE~~ Coverage **A** because of all injury arising out of any one "optometric incident".

   All related "optometric incidents" arising out of the:
   a. Providing of or failure to provide professional optometric services to any one person; or
   b. Serving as a member of a formal accreditation, standards review or equivalent professional board or committee in connection with a single person or organization

   shall be considered one "optometric incident".
5. Subject to Paragraph **3.** above, the Each Business Entity Incident Limit is the most we will pay for all damages under ~~COVERAGE~~ Coverage **B** because of all injury arising out of any one "business entity incident".

   All related "business entity incidents" arising out of the providing of or failure to provide professional optometric services to any one person shall be considered one "business entity incident".
6. Under ~~COVERAGE~~ Coverage **A,** the Aggregate Limit and the Each Optometric Incident Limit apply separately to each Named Insured.

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

SECTION IV – CONDITIONS

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.
2. **Duties In The Event Of An Optometric Incident, Business Entity Incident, Claim Or Suit**
   a. You must see to it that we are notified as soon as practicable of a circumstance which may result in a claim. To the extent possible, notice should include:
      (1) Specific circumstances surrounding the "optometric incident" or "business entity incident";
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury arising out of the "optometric incident" or "business entity incident".
   b. If a claim is made or "suit" is brought against any insured, you must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

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2. Your "employees" are also insureds, but only for acts or omissions within the scope of their employment by you or while performing duties related to the conduct of your business.

3. If an insured dies or is adjudged incompetent, this insurance will terminate for that insured. But the insured's legal representative will be an insured for any "laboratory incident" previously committed and covered by this policy.

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

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for the sum of all damages because of injury.
3. Subject to the Aggregate Limit, the Each Laboratory Incident Limit is the most we will pay for all damages because of all injury arising out of any one "laboratory incident".

   All related "laboratory incidents" arising out of the providing of or failure to provide diagnostic testing services to any one person shall be considered one "laboratory incident".

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

SECTION IV – CONDITIONS

1. **Bankruptcy**

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

2. **Duties In The Event Of A Laboratory Incident, Claim Or Suit**
   a. You must see to it that we are notified as soon as practicable of a circumstance which may result in a claim. To the extent possible, notice should include:
      (1) Specific circumstances surrounding the "laboratory incident";
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury arising out of the "laboratory incident".
   b. If a claim is made or "suit" is brought against any insured, you must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
   c. You and any other involved insured must:
      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
      (2) Authorize us to obtain records and other information;
      (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
      (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury to which this insurance may also apply.
   d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

3. **Legal Action Against Us**

   No person or organization has a right under this Coverage Part:
   a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
   b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

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A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured ~~obtained after an actual trial~~; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

4. **Other Insurance**

   If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

   a. **Primary Insurance**

      This insurance is primary. Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **b.** below.

   b. **Method Of Sharing**

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

5. **Premium Audit**

   a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

   b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

   c. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

6. **Representations**

   By accepting this policy, you agree:

   a. The statements in the Declarations are accurate and complete;

   b. Those statements are based upon representations you made to us; and

   c. We have issued this policy in reliance upon your representations.

7. **Separation Of Insureds**

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

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

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

8. **Transfer Of Rights Of Recovery Against Others To Us**

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

9. **When We Do Not Renew**

   If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

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

SECTION V – DEFINITIONS

1. "Bodily injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these at any time.
2. "Coverage territory" means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada; and
   b. All parts of the world if the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph **a.** above or in a settlement we agree to.
3. "Employee" includes a "leased worker". "Employee" does not include "temporary worker".

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

5. "Laboratory incident" means any act or omission in the providing of or failure to provide professional diagnostic testing services:

   a. In the performance of clinical-pathological examinations and services for diagnosing the status of health, disease or injury of human beings or animals; or

   b. In the taking of diagnostic tests and subsequent reporting of or reliance upon the results of such tests.

6. "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 conduct of your business. "Leased worker" does not include a "temporary worker".

7. "Suit" means a civil proceeding in which damages because of injury to which this insurance applies are alleged. "Suit" includes:

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

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

8. "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 workload conditions.

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DIAGNOSTIC TESTING LABORATORIES PROFESSIONAL LIABILITY COVERAGE FORM

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

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

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

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

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

SECTION I – COVERAGE

1. Insuring Agreement

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

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

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

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

b. This insurance applies to injury only if:

(1) The injury is caused by a "laboratory incident" that takes place in the "coverage territory";

(2) The "laboratory incident" did not occur before the Retroactive Date shown in the Declarations or after the end of the policy period;

(3) The injury arises out of your business as a diagnostic testing laboratory or facility; and

(4) A "claim" for damages, with respect to the injury, is first made against any insured, in accordance with Paragraph **c.** below, during the policy period or an Extended Reporting Period we provide in accordance with Section **V** – Extended Reporting Period.

c. A "claim" shall be considered to be first made at the earlier of the following times:

(1) When notice of such "claim" is received by any insured and reported to us in writing; or

(2) When a "claim" is made directly to us in writing.

A "claim" received by the insured during the policy period and reported to us within 30 days after the end of the policy period will be considered to have been reported within the policy period.

d. All "claims" made by the same person and arising out of the same "laboratory incident" will be deemed to have been made at the time the first of those "claims" is made against any insured.

2. Exclusions

This insurance does not apply to:

a. Criminal Acts

Injury arising out of a criminal act, including but not limited to sexual abuse or molestation or fraud, committed by or at the direction of the insured.

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b. Contractual Liability

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

c. Workers' Compensation And Similar Laws

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

d. Therapeutic Treatment

Injury arising out of any Therapeutic Treatment rendered by or at the direction of the insured.

e. Employers' Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies:

~~(1) W~~ whether the insured may be liable as an employer or in any other capacity; and

~~(2) T~~ to any obligations to share damages with or repay someone else who must pay damages because of the injury.

f. Liability Arising Out Of Acts Or Omissions As Doctor Of Medicine

Injury arising out of an insured's liability for his or her acts or omissions as a doctor of medicine.

g. War

Injury, however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

3. Supplementary Payments

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

a. All expenses we incur.

b. 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.

c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim" or "suit", including actual loss of earnings up to $250 a day because of time off from work.

d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

f. All interest on the full amount of the 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.

These payments will not reduce the Limits of Insurance.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members and partners and their spouses are also insureds, but only with respect to that member's or partner's liability as such.

c. A limited liability company, you are an insured. Your 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. An organization other than a partnership, you are an insured. Your "executive officers", directors, trustees and governors are insureds, but only with respect to their duties as your officers, directors, trustees or governors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

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2. Your "employees" are also insureds, but only for acts or omissions within the scope of their employment by you or while performing duties related to the conduct of your business.

3. If an insured dies or is adjudged incompetent, this insurance will terminate for that insured. But the insured's legal representative will be an insured for any "laboratory incident" previously committed and covered by this policy.

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

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. "Claims" made; or
   c. Persons or organizations making "claims".
2. The Aggregate Limit is the most we will pay for the sum of all damages because of injury.
3. Subject to the Aggregate Limit, the Each Laboratory Incident Limit is the most we will pay for all damages because of all injury arising out of any one "laboratory incident".

   All related "laboratory incidents" arising out of the providing of or failure to provide diagnostic testing services to any one person shall be considered one "laboratory incident".

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

SECTION IV – CONDITIONS

1. **Bankruptcy**

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

2. **Duties In The Event Of A Laboratory Incident, Claim Or Suit**
   a. You must see to it that we are notified as soon as practicable of a circumstance which may result in a "claim". To the extent possible, notice should include:
      (1) Specific circumstances surrounding the "laboratory incident";
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury arising out of the "laboratory incident".

      Notice of a circumstance is not notice of a "claim".
   b. If a "claim" is received by any insured, you must:
      (1) Immediately record the specifics of the "claim" and the date received; and
      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the "claim" as soon as practicable.
   c. You and any other involved insured must:
      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim";
      (2) Authorize us to obtain records and other information;
      (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
      (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury to which this insurance may also apply.
   d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

3. **Legal Action Against Us**

   No person or organization has a right under this Coverage Part:
   a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
   b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

   A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured ~~obtained after an actual trial~~; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

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4. **Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, ~~Our~~ our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Declarations of this insurance and applies to injury on other than a claims-made basis, if:

(1) No Retroactive Date is shown in the Declarations of this insurance; or

(2) The other insurance has a policy period which continues after the Retroactive Date shown in the Declarations of this insurance.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

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

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

c. Method Of Sharing

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

5. **Premium Audit**

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

6. **Representations**

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. **Separation Of Insureds**

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

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

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

8. **Transfer Of Rights Of Recovery Against Others To Us**

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

9. **When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

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

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SECTION V – EXTENDED REPORTING PERIOD

1. You will have the right to purchase an Extended Reporting Period, as described below, if:
   a. This Coverage Part is canceled or not renewed; or
   b. We renew or replace this Coverage Part with insurance that:
      (1) Has a Retroactive Date later than the date shown in the Declarations of this Coverage Part; or
      (2) Does not apply to injury on a claims-made basis.
2. **Extended Reporting Period**
   a. An Extended Reporting Period of unlimited duration is available, but only by an endorsement and for an extra charge.
   b. The Extended Reporting Period starts with the end of the policy period. It does not extend the policy period or change the scope of coverage provided. It applies only to injury caused by a "laboratory incident" which occurred after the Retroactive Date shown in the Declarations and before the end of the policy period provided a "claim" for such injury is first made during the Extended Reporting Period.
   c. You must notify us in writing of your intent to purchase the Extended Reporting Period within thirty (30) days after the end of the policy period or the date of termination of the policy, whichever comes first.
   d. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due. Once in effect, the Extended Reporting Period may not be canceled.
   e. When the Extended Reporting Period Endorsement is in effect, we will provide a Supplemental Aggregate Limit for any "claim" first made during the Extended Reporting Period.

      The Supplemental Aggregate Limit will be equal to the dollar amount shown as the Aggregate Limit in the Declarations at the inception of the policy period, or as amended thereafter by endorsement.

      Paragraph **2.** of **Section III – Limits Of Insurance** will be amended accordingly.
   f. The insurance provided under the Extended Reporting Period Endorsement will be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after the endorsement takes effect. Paragraph **4. Other Insurance** of **Section IV – Conditions** will be amended accordingly by the Extended Reporting Period Endorsement.

SECTION VI – DEFINITIONS

1. "Bodily injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these at any time.
2. "Claim" means a "suit" or demand made by or for the injured person for monetary damages because of alleged injury to which this insurance applies.
3. "Coverage territory" means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada; and
   b. All parts of the world if the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph **a.** above or in a settlement we agree to.
4. "Employee" includes a "leased worker". "Employee" does not include "temporary worker".
5. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
6. "Laboratory incident" means any act or omission in the providing of or failure to provide professional diagnostic testing services:
   a. In the performance of clinical-pathological examinations and services for diagnosing the status of health, disease or injury of human beings or animals; or
   b. In the taking of diagnostic tests and subsequent reporting of or reliance upon the results of such tests.
7. "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 conduct of your business. "Leased worker" does not include a "temporary worker".

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8. "Suit" means a civil proceeding in which damages because of injury to which this insurance applies are alleged. "Suit" includes:
   a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
   b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
9. "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 workload conditions.

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OPTOMETRISTS PROFESSIONAL LIABILITY COVERAGE FORM

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

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

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

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

SECTION I – COVERAGES

1. Coverage A – Insuring Agreement – Individual Professional Liability

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

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

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

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

b. This insurance applies to injury only if:

(1) The injury is caused by an "optometric incident" that takes place in the "coverage territory";

(2) The injury occurs during the policy period; and

(3) The injury arises out of the individual insured's profession as an optometrist.

(4) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "optometric incident" or claim, knew that the injury had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the injury occurred, then any continuation, change or resumption of such injury during or after the policy period will be deemed to have been known prior to the policy period.

c. Injury which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "optometric incident" or claim, includes any continuation, change or resumption of that injury after the end of the policy period.

d. Injury will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "optometric incident" or claim:

(1) Reports all, or any part, of the injury to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the injury; or

(3) Becomes aware by any other means that injury has occurred or has begun to occur.

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2. **Coverage B – Insuring Agreement – Partnership, Limited Liability Company, Association Or Corporation Professional Liability**

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

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

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

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

b. This insurance applies only if:

(1) The injury is caused by ~~an~~ "business entity incident" that takes place in the "coverage territory";

(2) The injury occurs during the policy period; and

(3) The injury is caused by any person for whose acts or omissions the professional partnership, limited liability company, association or corporation, named in the Declarations, is legally responsible.

(4) Prior to the policy period, no insured listed under Paragraph 2. of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of a "business entity incident" or claim, knew that the injury had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the injury occurred, then any continuation, change or resumption of such injury during or after the policy period will be deemed to have been known prior to the policy period.

c. Injury which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 2. of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of a "business entity incident" or claim, includes any continuation, change or resumption of that injury after the end of the policy period.

d. Injury will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 2. of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of a "business entity incident" or claim:

(1) Reports all, or any part, of the injury to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the injury; or

(3) Becomes aware by any other means that injury has occurred or has begun to occur.

3. **Exclusions**

This insurance does not apply to:

a. **Criminal Acts**

Injury arising out of a criminal act, including but not limited to sexual abuse or molestation or fraud committed by the insured or any person for whom the insured is legally responsible.

b. **Contractual Liability**

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

c. **Rendering Of Or Failure To Render Professional Services By Others**

Injury arising out of the rendering of or failure to render professional services by any other person for whose acts or omissions the insured may be held liable as a member, partner, officer, director or stockholder of any professional partnership, limited liability company, association, or corporation.

This exclusion does not apply to Coverage **B** – Partnership, Limited Liability Company, Association or Corporation Professional Liability.

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d. Liability Arising Out Of Hospitals Or Other Enterprises

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

e. Workers' Compensation And Similar Laws

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

f. Employers' Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies:

~~(1)~~ W whether the insured may be liable as an employer or in any other capacity; and

~~(2)~~ T to any obligations to share damages with or repay someone else who must pay damages because of the injury.

g. Products Liability

Injury arising out of:

(1) The production or reproduction of ophthalmic lenses and related products, including the mounting of such lenses into frames;

(2) The fitting of ophthalmic lenses to the eyes; or

(3) The preparing, selling, handling or distributing of optical goods or products in connection with your practice of optometry.

h. War

Injury, however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

4. Supplementary Payments

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

a. All expenses we incur.

b. 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.

c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.

d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

f. All interest on the full amount of the judgment that accrues after the 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.

These payments will not reduce the Limits of Insurance.

SECTION II – WHO IS AN INSURED

1. For ~~COVERAGE~~ Coverage **A,** if you are an individual, you are an insured.
2. For ~~COVERAGE~~ Coverage **B,** if you are:
   a. A partnership, you are an insured. Your partners are also insureds, but only with respect to the acts or omissions of others in the providing of professional services for which they are held liable as a partner.
   b. A limited liability company, you are an insured. Your members and managers are also insureds, but only with respect to the acts or omissions of others in the providing of professional services for which they are held liable as members or managers.

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c. An association or corporation, you are an insured. Your "executive officers", directors, trustees, governors and stockholders are insureds, but only with respect to the acts or omissions of others in the providing of professional services for which they are held liable as "executive officers", directors, trustees, governors and stockholders.

3. If an insured dies or is adjudged incompetent, this insurance will terminate for that insured. But the insured's legal representative will be an insured for any "optometric incident" or "business entity incident" previously committed and covered by this policy.

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

SECTION III – LIMITS OF INSURANCE

1. The Limits Of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
2. The Individual Professional Liability Aggregate Limit is the most we will pay for the sum of all damages under ~~COVERAGE~~ Coverage **A**, subject to Paragraph **6.** below.
3. The Partnership, Limited Liability Company, Association Or Corporation Professional Liability Aggregate Limit is the most we will pay for the sum of all damages under ~~COVERAGE~~ Coverage **B.**
4. Subject to Paragraph **2.** above, the Each Optometric Incident Limit is the most we will pay for all damages under ~~COVERAGE~~ Coverage **A** because of all injury arising out of any one "optometric incident".

   All related "optometric incidents" arising out of the:
   a. Providing of or failure to provide professional optometric services to any one person; or
   b. Serving as a member of a formal accreditation, standards review or equivalent professional board or committee in connection with a single person or organization

   shall be considered one "optometric incident".
5. Subject to Paragraph **3.** above, the Each Business Entity Incident Limit is the most we will pay for all damages under ~~COVERAGE~~ Coverage **B** because of all injury arising out of any one "business entity incident".

   All related "business entity incidents" arising out of the providing of or failure to provide professional optometric services to any one person shall be considered one "business entity incident".
6. Under ~~COVERAGE~~ Coverage **A,** the Aggregate Limit and the Each Optometric Incident Limit apply separately to each Named Insured.

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

SECTION IV – CONDITIONS

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.
2. **Duties In The Event Of An Optometric Incident, Business Entity Incident, Claim Or Suit**
   a. You must see to it that we are notified as soon as practicable of a circumstance which may result in a claim. To the extent possible, notice should include:
      (1) Specific circumstances surrounding the "optometric incident" or "business entity incident";
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury arising out of the "optometric incident" or "business entity incident".
   b. If a claim is made or "suit" is brought against any insured, you must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

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d. Workers' Compensation And Similar Laws

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

e. Employers' Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies~~:~~

~~(1)~~ W whether the insured may be liable as an employer or in any other capacity~~;~~ and

~~(2)~~ T to any obligations to share damages with or repay someone else who must pay damages because of the injury.

f. Theft

Liability arising out of the theft of any animal.

g. Fire Liability

Injury due to fire, however caused.

h. Auto

Injury arising out of the ownership, maintenance or use or entrustment of any "auto". Use includes operation and loading or unloading.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "veterinary incident" or "business entity incident" which caused the injury involved the ownership, maintenance, use or entrustment to others of any "auto" that is owned or operated by or rented or loaned to any insured.

i. War

Injury, however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

4. Supplementary Payments

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

a. All expenses we incur.

b. 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.

c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.

d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

f. All interest on the full amount of the judgment that accrues after the 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.

These payments will not reduce the Limits of Insurance.

SECTION II – WHO IS AN INSURED

1. For Coverage **A**, if you are an individual, you are an insured.
2. For Coverage **B**, if you are:
   a. A partnership, you are an insured. Your partners are also insureds, but only with respect to the acts or omissions of others in the providing of professional services for which they are held liable as a partner.
   b. A limited liability company, you are an insured. Your members and managers are also insureds, but only with respect to the acts or omissions of others in the providing of professional services for which they are held liable as members or managers.
   c. An association or corporation, you are an insured. Your "executive officers", directors, trustees, governors and stockholders are insureds, but only with respect to the acts or omissions of others in the providing of professional services for which they are held liable as "executive officers", directors, trustees, governors and stockholders.

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3. If an insured dies or is adjudged incompetent, this insurance will terminate for that insured. But the insured's legal representative will be an insured for any "veterinary incident" or "business entity incident" previously committed and covered by this policy.

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

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
2. The Individual Professional Liability Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** subject to Paragraph **6.** below.
3. The Partnership, Limited Liability Company, Association Or Corporation Professional Liability Aggregate Limit is the most we will pay for the sum of all damages under Coverage **B.**
4. Subject to Paragraph **2.** above, the Each Veterinary Incident Limit is the most we will pay for all damages under Coverage **A** because of all injury arising out of any one "veterinary incident".

   All related "veterinary incidents" arising out of the:
   a. Providing of or failure to provide professional veterinary services to any one animal; or
   b. Serving as a member of a formal accreditation, standards review or equivalent professional board or committee in connection with a single person or organization

   shall be considered one "veterinary incident".
5. Subject to Paragraph **3.** above, the Each Business Entity Incident Limit is the most we will pay for all damages under Coverage **B** because of all injury arising out of any one "business entity incident".

   All related "business entity incidents" arising out of the providing of or failure to provide professional veterinary services to any one animal shall be considered one "business entity incident".
6. Under Coverage **A,** the Aggregate Limit and the Each Veterinary Incident Limit apply separately to each Named Insured.

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

SECTION IV – CONDITIONS

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.
2. **Duties In The Event Of A Veterinary Incident, Business Entity Incident, Claim Or Suit**
   a. You must see to it that we are notified as soon as practicable of a circumstance which may result in a claim. To the extent possible, notice should include:
      (1) Specific circumstances surrounding the "veterinary incident" or "business entity incident";
      (2) The nature and location of any injury arising out of the "veterinary incident" or "business entity incident".
   b. If a claim is made or "suit" is brought against any insured, you must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
   c. You and any other involved insured must:
      (1) Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the claim or "suit";
      (2) Authorize us to obtain records and other information;
      (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
      (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury to which this insurance may also apply.

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

3. **Legal Action Against Us**

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured ~~obtained after an actual trial~~; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

4. **Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. **Primary Insurance**

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. **Excess Insurance**

This insurance is excess over other insurance covering an individual veterinarian's acts or omissions arising out of their service as a member of a formal accreditation, standards review or equivalent professional board or committee. When this insurance is excess over other insurance, we will have no duty to defend the individual veterinarian against any "suit" if any other insurer has a duty to defend that individual veterinarian against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the rights of that individual veterinarian against all those other insurers.

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

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

c. **Method Of Sharing**

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

5. **Premium Audit**

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

6. **Representations**

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. **Separation Of Insureds**

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

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

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

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8. **Transfer Of Rights Of Recovery Against Others To Us**

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

9. **When We Do Not Renew**

   If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

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

10. **When Your Business Changes**

    The first Named Insured must notify us of any change which might affect the terms of this insurance, including a change in members, partners, officers, directors, stockholders or professional "employees".

SECTION V – DEFINITIONS

1. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
2. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
3. "Business entity incident" means any act or omission arising out of the providing of or failure to provide professional veterinarian services by:
   a. Any of your partners (if you are a partnership), members or managers (if you are a limited liability company), or directors, "executive officers", governors, trustees or stockholders (if you are an association or corporation);
   b. Your "employee"; or
   c. Any person acting under the personal direction, control or supervision of:
      (1) A partner (if you are a partnership);
      (2) A member or manager (if you are a limited liability company); or
      (3) A director, "executive officer", governor, trustee or stockholder (if you are an association or corporation).
4. "Coverage territory" means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada; and
   b. All parts of the world if the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph **a.** above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. "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 conduct of your business. "Leased worker" does not include a "temporary worker".
8. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
   a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
   b. Vehicles maintained for use solely on or next to premises you own or rent;
   c. Vehicles that travel on crawler treads;
   d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
      (1) Power cranes, shovels, loaders, diggers or drills; or
      (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
   e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
      (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
      (2) Cherry pickers and similar devices used to raise or lower workers;
   f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above 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":
      (1) Equipment designed primarily for:
         (a) Snow removal;

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(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

9. "Suit" means a civil proceeding in which damages because of injury to which this insurance applies are alleged. "Suit" includes:

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

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

10. "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 workload conditions.

11. "Veterinary incident" means any act or omission:

a. Arising out of the providing of or failure to provide professional veterinarian services by:

(1) The insured; or

(2) Any person acting under the personal direction, control or supervision of the insured.

b. Arising out of the insured's serving as a member of a formal accreditation, standards review or equivalent professional board or committee.

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VETERINARIANS PROFESSIONAL LIABILITY COVERAGE FORM

**THIS FORM PROVIDES CLAIMS-MADE COVERAGE.
PLEASE READ THE ENTIRE FORM CAREFULLY.**

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

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

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

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

SECTION I – COVERAGES

1. Coverage A – Insuring Agreement – Individual Professional Liability

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

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

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

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

b. This insurance applies to injury only if:

(1) The injury is caused by a "veterinary incident" that takes place in the "coverage territory";

(2) The "veterinary incident" did not occur before the Retroactive Date shown in the Declarations or after the end of the policy period;

(3) The injury arises out of the individual insured's profession as an veterinarian; and

(4) A "claim" for damages, with respect to the injury, is first made against any insured in accordance with Paragraph **c.** below, during the policy period or an Extended Reporting Period we provide in accordance with Section **V** – Extended Reporting Period.

c. A "claim" shall be considered to be first made at the earlier of the following times:

(1) When notice of such "claim" is received by any insured and reported to us in writing; or

(2) When a "claim" is made directly to us in writing.

A "claim" received by the insured during the policy period and reported to us within 30 days after the end of the policy period will be considered to have been reported within the policy period.

d. All "claims" made by the same person and arising out of the same "veterinary incident" will be deemed to have been made at the time the first of those "claims" is made against any insured.

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2. **Coverage B – Insuring Agreement – Partnership, Limited Liability Company, Association Or Corporation Professional Liability**

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

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

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

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

   b. This insurance applies to injury only if:

      (1) The injury is caused by a "business entity incident" that takes place in the "coverage territory";

      (2) The "business entity incident" did not occur before the Retroactive Date shown in the Declarations or after the end of the policy period;

      (3) The injury is caused by any person for whose acts or omissions the professional partnership, limited liability company, association or corporation, named in the Declarations, is legally responsible; and

      (4) A "claim" for damages, with respect to the injury, is first made against any insured in accordance with Paragraph **c.** below, during the policy period or an Extended Reporting Period we provide in accordance with Section **V** – Extended Reporting Period.

   c. A "claim" shall be considered to be first made at the earlier of the following times:

      (1) When notice of such "claim" is received by any insured and reported to us in writing; or

      (2) When a "claim" is made directly to us in writing.

      A "claim" received by the insured during the policy period and reported to us within 30 days after the end of the policy period will be considered to have been reported within the policy period.

   d. All "claims" made by the same person and arising out of the same "business entity incident" will be deemed to have been made at the time the first of those "claims" is made against any insured.

3. **Exclusions**

   This insurance does not apply to:

   a. **Criminal Acts**

      Injury arising out of a criminal act, including but not limited to fraud committed by the insured or any person for whom the insured is legally responsible.

   b. **Contractual Liability**

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

   c. **Rendering Of Or Failure To Render Professional Services By Others**

      Injury arising out of the rendering of or failure to render professional services by any other person for whose acts or omissions the insured may be held liable as a member, partner, officer, director or stockholder of any professional partnership, limited liability company, association, or corporation.

      This exclusion does not apply to Coverage **B** – Partnership, Limited Liability Company, Association Or Corporation Professional Liability.

   d. **Workers' Compensation And Similar Laws**

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

   e. **Employers' Liability**

      "Bodily injury" to:

      (1) An "employee" of the insured arising out of and in the course of:

         (a) Employment by the insured; or

         (b) Performing duties related to the conduct of the insured's business; or

      (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

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This exclusion applies:

(1) W whether the insured may be liable as an employer or in any other capacity; and

(2) T to any obligations to share damages with or repay someone else who must pay damages because of the injury.

f. Theft

Liability arising out of the theft of any animal.

g. Fire Liability

Injury due to fire, however caused.

h. Auto

Injury arising out of the ownership, maintenance or use or entrustment of any "auto". Use includes operation and loading or unloading.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "veterinary incident" or "business entity incident" which caused the injury involved the ownership, maintenance, use or entrustment to others of any "auto" that is owned or operated by or rented or loaned to any insured.

i. War

Injury, however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

4. Supplementary Payments

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

a. All expenses we incur.

b. 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.

c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim" or "suit", including actual loss of earnings up to $250 a day because of time off from work.

d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

f. All interest on the full amount of the judgment that accrues after the 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.

These payments will not reduce the Limits Of Insurance.

SECTION II – WHO IS AN INSURED

1. For ~~COVERAGE~~ Coverage **A**, if you are an individual, you are an insured.

2. For ~~COVERAGE~~ Coverage **B**, if you are:

a. A partnership, you are an insured. Your partners are also insureds, but only with respect to the acts or omissions of others in the providing of professional services for which they are held liable as a partner.

b. A limited liability company, you are an insured. Your members and managers are also insureds, but only with respect to the acts or omissions of others in the providing of professional services for which they are held liable as members or managers.

c. An association or corporation, you are an insured. Your "executive officers", directors, trustees, governors and stockholders are insureds, but only with respect to the acts or omissions of others in the providing of professional services for which they are held liable as "executive officers", directors, trustees, governors and stockholders.

3. If an insured dies or is adjudged incompetent, this insurance will terminate for that insured. But the insured's legal representative will be an insured for any "veterinary incident" or "business entity incident" previously committed and covered by this policy.

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

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SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. "Claims" made; or
   c. Persons or organizations making "claims".
2. The Individual Professional Liability Aggregate Limit is the most we will pay for the sum of all damages under ~~COVERAGE~~ Coverage **A**, subject to Paragraph **6.** below.
3. The Partnership, Limited Liability Company, Association or Corporation Professional Liability Aggregate Limit is the most we will pay for the sum of all damages under ~~COVERAGE~~ Coverage **B.**
4. Subject to Paragraph **2.** above, the Each Veterinary Incident Limit is the most we will pay for all damages under ~~COVERAGE~~ Coverage **A** because of all injury arising out of any one "veterinary incident".

   All related "veterinary incidents" arising out of the:
   a. Providing of or failure to provide professional veterinary services to any one animal; or
   b. Serving as a member of a formal accreditation, standards review or equivalent professional board or committee in connection with a single person or organization

   shall be considered one "veterinary incident".
5. Subject to Paragraph **3.** above, the Each Business Entity Incident Limit is the most we will pay for all damages under ~~COVERAGE~~ Coverage **B** because of all injury arising out of any one "business entity incident".

   All related "business entity incidents" arising out of the providing of or failure to provide professional veterinarian services to any one animal shall be considered one "business entity incident".
6. Under ~~COVERAGE~~ Coverage **A,** the Aggregate Limit and the Each Veterinary Incident Limit apply separately to each Named Insured.

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

SECTION IV – CONDITIONS

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.
2. **Duties In The Event Of A Veterinary Incident, Business Entity Incident, Claim Or Suit**
   a. You must see to it that we are notified as soon as practicable of a circumstance which may result in a "claim". To the extent possible, notice should include:
      (1) Specific circumstances surrounding the "veterinary incident" or "business entity incident";
      (2) The nature and location of any injury arising out of the "veterinary incident" or "business entity incident".

      Notice of a circumstance is not notice of a "claim".
   b. If a "claim" is received by any insured, you must:
      (1) Immediately record the specifics of the "claim" and the date received; and
      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the "claim" as soon as practicable.
   c. You and any other involved insured must:
      (1) Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the "claim";
      (2) Authorize us to obtain records and other information;
      (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
      (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury to which this insurance may also apply.
   d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.
3. **Legal Action Against Us**

   No person or organization has a right under this Coverage Part:
   a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

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b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured ~~obtained after an actual trial~~; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is:

(1) Effective prior to the beginning of the policy period shown in the Declarations of this insurance and applies to injury on other than a claims-made basis, if:

(a) No Retroactive Date is shown in the Declarations of this insurance; or

(b) The other insurance has a policy period which continues after the Retroactive Date shown in the Declarations of this insurance; or

(2) Covering an individual veterinarian's acts or omissions arising out of their service as a member of a formal accreditation, standards review or equivalent professional board or committee.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

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

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

c. Method Of Sharing

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

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

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7. Separation Of Insureds

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

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

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

8. Transfer Of Rights Of Recovery Against Others To Us

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

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

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

10. When Your Business Changes

The first Named Insured must notify us of any change which might affect the terms of this insurance, including a change in members, partners, officers, directors, stockholders or professional "employees".

SECTION V – EXTENDED REPORTING PERIOD

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

   a. This Coverage Part is canceled or not renewed; or

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

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

      (2) Does not apply to injury on a claims-made basis.

2. **Extended Reporting Period**

   a. An Extended Reporting Period of unlimited duration is available, but only by an endorsement and for an extra charge.

   b. The Extended Reporting Period starts with the end of the policy period. It does not extend the policy period or change the scope of coverage provided. It applies only to injury caused by a "veterinary incident" or a "business entity incident" which occurred after the Retroactive Date shown in the Declarations and before the end of the policy period provided a "claim" for such injury is first made during the Extended Reporting Period.

   c. You must notify us in writing of your intent to purchase the Extended Reporting Period within thirty (30) days after the end of the policy period or the date of termination of the policy, whichever comes first.

   d. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due. Once in effect, the Extended Reporting Period may not be canceled.

   e. When the Extended Reporting Period Endorsement is in effect, we will provide Supplemental Aggregate Limits for any "claim" first made during the Extended Reporting Period.

      The Individual Professional Liability Supplemental Aggregate Limit will be equal to the dollar amount shown as the Individual Professional Liability Aggregate Limit in the Declarations at the inception of the policy period, or as amended thereafter by endorsement.

      The Partnership, Limited Liability Company, Association or Corporation Professional Liability Supplemental Aggregate Limit will be equal to the dollar amount shown as the Partnership, Limited Liability Company, Association or Corporation Professional Liability Aggregate Limit in the Declarations at the inception of the policy period, or as amended thereafter by endorsement.

      Paragraphs **2.** and **3.** of **Section III – Limits Of Insurance** will be amended accordingly.

   f. The insurance provided under the Extended Reporting Period Endorsement will be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after the endorsement takes effect. Paragraph **4. Other Insurance** of **Section IV – Conditions** will be amended accordingly by the Extended Reporting Period Endorsement.

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SECTION VI – DEFINITIONS

1. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
2. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
3. "Business entity incident" means any act or omission arising out of the providing of or failure to provide professional veterinarian services by:
   a. Any of your partners (if you are a partnership), members or managers (if you are a limited liability company), or directors, "executive officers", governors, trustees or stockholders (if you are an association or corporation);
   b. Your "employee"; or
   c. Any person acting under the personal direction, control or supervision of:
      (1) A partner (if you are a partnership);
      (2) A member or manager (if you are a limited liability company); or
      (3) A director, "executive officer", governor, trustee or stockholder (if you are an association or corporation).
4. "Claim" means a "suit" or demand made by or for the injured person for monetary damages because of alleged injury to which this insurance applies.
5. "Coverage territory" means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada; and
   b. All parts of the world if the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph **a.** above or in a settlement we agree to.
6. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
7. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
8. "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 conduct of your business. "Leased worker" does not include a "temporary worker".
9. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
   a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
   b. Vehicles maintained for use solely on or next to premises you own or rent;
   c. Vehicles that travel on crawler treads;
   d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
      (1) Power cranes, shovels, loaders, diggers or drills; or
      (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
   e. Vehicles not described in Paragraph **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
      (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
      (2) Cherry pickers and similar devices used to raise or lower workers;
   f. Vehicles not described in Paragraph **a., b., c.** or **d.** above 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":
      (1) Equipment designed primarily for:
         (a) Snow removal;
         (b) Road maintenance, but not construction or resurfacing; or
         (c) Street cleaning;
      (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
      (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

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10. "Suit" means a civil proceeding in which damages because of injury to which this insurance applies are alleged. "Suit" includes:

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

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

11. "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 workload conditions.

12. "Veterinary incident" means any act or omission:

   a. Arising out of the providing of or failure to provide professional veterinarian services by:

      (1) The insured; or

      (2) Any person acting under the personal direction, control or supervision of the insured.

   b. Arising out of the insured's serving as a member of a formal accreditation, standards review or equivalent professional board or committee.

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POLICY NUMBER:

MEDICAL PROFESSIONAL LIABILITY
PR 02 00 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

MEDICAL PROFESSIONAL LIABILITY COVERAGE PART

SCHEDULE

Number Of Days' Notice:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

~~(If no entry appears above, information required to complete this schedule will be shown in the Declarations as applicable to this endorsement.)~~

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in Paragraph **2.** of either the Cancellation Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

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POLICY NUMBER:

MEDICAL PROFESSIONAL LIABILITY
PR 03 00 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

BLOOD BANKS PROFESSIONAL LIABILITY COVERAGE PART
HOSPITAL PROFESSIONAL LIABILITY COVERAGE PART

R

SCHEDULE

Coverage	Amount Of Deductible
Medical Professional Liability	**$ Per Medical Incident**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

~~(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)~~

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A. Our obligation under this insurance to pay damages regarding any "medical incident" on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Schedule above.

B. The terms of this insurance, including those with respect to:

1. Our right and duty to defend the insured against any "suit" seeking those damages; and

2. Your duties in the event of a "medical incident", claim ("claim") or "suit"

apply irrespective of the application of the deductible amount.

C. We may pay any part or all of the deductible amount to effect settlement of any claim ("claim") or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

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POLICY NUMBER:

MEDICAL PROFESSIONAL LIABILITY
PR 03 01 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

DIAGNOSTIC TESTING LABORATORIES PROFESSIONAL LIABILITY COVERAGE PART

SCHEDULE

Coverage	Amount Of Deductible
Diagnostic Testing Laboratories Professional Liability	**$ Per Laboratory Incident**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

~~(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)~~

A. Our obligation under this insurance to pay damages regarding any "laboratory incident" on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Schedule above.

B. The terms of this insurance, including those with respect to:

1. Our right and duty to defend the insured against any "suit" seeking those damages; and
2. Your duties in the event of a "laboratory incident", claim ("claim") or "suit"

apply irrespective of the application of the deductible amount.

C. We may pay any part or all of the deductible amount to effect settlement of any claim ("claim") or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

R E V I S E D

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POLICY NUMBER:

MEDICAL PROFESSIONAL LIABILITY
PR 03 02 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

ALLIED HEALTH CARE PROVIDERS PROFESSIONAL LIABILITY COVERAGE PART
PHYSICIANS, SURGEONS AND DENTISTS PROFESSIONAL LIABILITY COVERAGE PART

R

SCHEDULE

Coverage	Amount Of Deductible
Individual Professional Liability	**$ Per Medical Incident**
AND/OR	
Partnership, Limited Liability Company, Association Or Corporation Professional Liability	**$ Per Business Entity Incident**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

~~(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)~~

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A. Our obligation under this insurance to pay damages regarding any "medical incident" or "business entity incident" on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Schedule above.

B. The terms of this insurance, including those with respect to:

1. Our right and duty to defend the insured against any "suit" seeking those damages; and
2. Your duties in the event of a "medical incident", "business entity incident", claim ("claim") or "suit"

apply irrespective of the application of the deductible amount.

C. We may pay any part or all of the deductible amount to effect settlement of any claim ("claim") or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

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POLICY NUMBER:

MEDICAL PROFESSIONAL LIABILITY
PR 03 03 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

OPTOMETRISTS PROFESSIONAL LIABILITY COVERAGE PART

SCHEDULE

Coverage	Amount Of Deductible
Individual Professional Liability	$ **Per Optometric Incident**
AND/OR	
Partnership, Limited Liability Company, Association Or Corporation Professional Liability	$ **Per Business Entity Incident**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

~~(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)~~

A. Our obligation under this insurance to pay damages regarding any "optometric incident" or "business entity incident" on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Schedule above.

B. The terms of this insurance, including those with respect to:

1. Our right and duty to defend the insured against any "suit" seeking those damages; and

2. Your duties in the event of an "optometric incident", "business entity incident", claim ("claim") or "suit"

apply irrespective of the application of the deductible amount.

C. We may pay any part or all of the deductible amount to effect settlement of any claim ("claim") or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

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POLICY NUMBER:

MEDICAL PROFESSIONAL LIABILITY
PR 03 04 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

VETERINARIANS PROFESSIONAL LIABILITY COVERAGE PART

SCHEDULE

Coverage	Amount Of Deductible
Individual Professional Liability	**$** **Per Veterinary Incident**
AND/OR	
Partnership, Limited Liability Company, Association Or Corporation Professional Liability	**$** **Per Business Entity Incident**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

~~(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)~~

A. Our obligation under this insurance to pay damages regarding any "veterinary incident" or "business entity incident" on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Schedule above.

B. The terms of this insurance, including those with respect to:

1. Our right and duty to defend the insured against any "suit" seeking those damages; and
2. Your duties in the event of a "veterinary incident", "business entity incident", claim ("claim") or "suit"

apply irrespective of the application of the deductible amount.

C. We may pay any part or all of the deductible amount to effect settlement of any claim ("claim") or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRODUCTS LIABILITY COVERAGE FOR DIAGNOSTIC TESTING LABORATORIES

This endorsement modifies insurance provided under the following:

DIAGNOSTIC TESTING LABORATORIES PROFESSIONAL LIABILITY COVERAGE PART

R E V I S E D

The "laboratory incident" definition in the **Definitions** Section is replaced by the following:

"Laboratory incident" means any act or omission in the:

a. Providing of or failure to provide professional diagnostic testing services:

(1) In the performance of clinical-pathological examinations and services for diagnosing the status of health, disease or injury of human beings or animals; or

(2) In the taking of diagnostic tests and subsequent reporting of or reliance upon the results of such tests; or

b. Preparing, selling, handling or distributing of biological, immunological or other therapeutic agents by you at or from your premises, provided:

(1) Such agents are a kind customarily manufactured or sold at retail by clinical-pathological laboratories; and

(2) The injury arises out of such agents and occurs after you have relinquished possession of such agents to others.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY COVERAGE EXTENSION

This endorsement modifies insurance provided under the following:

HOSPITAL PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraph **2.b.** of **Exclusions** under **Section I – Coverage** is replaced by the following:

2. Exclusions

This insurance does not apply to:

b. Contractual Liability

Injury for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages arising out of a "medical incident":

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement pertaining to the operation of your business under which you assume the tort liability of another party. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement. Solely for the purposes of liability assumed in that contract or agreement, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of injury arising out of a "medical incident", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same contract or agreement; 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.

B. The following is added to Paragraph **3.** of **Supplementary Payments** under **Section I – Coverage:**

3. Supplementary Payments

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 pertaining to the operation of your business under which you assume the tort liability of another party to pay for injury arising out of a "medical incident";

(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 contract or agreement;

(4) The allegations in the "suit" and the information we know about the "medical incident" 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:

(a) Agrees in writing to:

(i) Cooperate with us in the investigation, settlement or defense of the "suit";

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(ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(iii) Notify any other insurer whose coverage is available to the indemnitee; and

(iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(b) Provides us with written authorization to:

(i) Obtain records and other information related to the "suit"; and

(ii) 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 Supplementary Payments. Notwithstanding the provisions of Paragraph **A.2.b.(2)** of this endorsement, such payments will not be deemed to be damages for injury arising out of a "medical incident" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments 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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY COVERAGE EXTENSION

This endorsement modifies insurance provided under the following:

ALLIED HEALTH CARE PROVIDERS PROFESSIONAL LIABILITY COVERAGE PART
PHYSICIANS, SURGEONS AND DENTISTS PROFESSIONAL LIABILITY COVERAGE PART

REVISED

A. Paragraph **3.b.** of **Exclusions** under **Section I – Coverages** is replaced by the following:

3. Exclusions

This insurance does not apply to:

b. Contractual Liability

Injury for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages arising out of a "medical incident" or "business entity incident":

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement pertaining to the operation of your business under which you assume the tort liability of another party. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement. Solely for the purposes of liability assumed in that contract or agreement, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of injury arising out of a "medical incident" or "business entity incident", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same contract or agreement; 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.

B. The following is added to Paragraph **4.** of **Supplementary Payments** under **Section I – Coverages:**

4. Supplementary Payments

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 pertaining to the operation of your business under which you assume the tort liability of another party to pay for injury arising out of a "medical incident" or "business entity incident";

(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 contract or agreement;

(4) The allegations in the "suit" and the information we know about the "medical incident" 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:

(a) Agrees in writing to:

(i) Cooperate with us in the investigation, settlement or defense of the "suit";

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(ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(iii) Notify any other insurer whose coverage is available to the indemnitee; and

(iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(b) Provides us with written authorization to:

(i) Obtain records and other information related to the "suit"; and

(ii) 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 Supplementary Payments. Notwithstanding the provisions of Paragraph **A.3.b.(2)** of this endorsement, such payments will not be deemed to be damages for injury arising out of a "medical incident" or "business entity incident" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments 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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY COVERAGE EXTENSION

This endorsement modifies insurance provided under the following:

BLOOD BANKS PROFESSIONAL LIABILITY COVERAGE PART

R E V I S E D

A. Paragraph **2.b.** of **Exclusions** under **Section I – Coverage** is replaced by the following:

2. Exclusions

This insurance does not apply to:

b. Contractual Liability

Injury for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) Arising out of a warranty of fitness or quality of any blood products; or

(2) Arising out of a "medical incident":

(a) That the insured would have in the absence of the contract or agreement; or

(b) Assumed in a contract or agreement pertaining to the operation of your business under which you assume the tort liability of another party. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement. Solely for the purposes of liability assumed in that contract or agreement, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of injury arising out of a "medical incident", provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same contract or agreement; and

(ii) 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.

B. The following is added to Paragraph **3.** of **Supplementary Payments** under **Section I – Coverage:**

3. Supplementary Payments

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 pertaining to the operation of your business under which you assume the tort liability of another party to pay for injury arising out of a "medical incident";

(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 contract or agreement;

(4) The allegations in the "suit" and the information we know about the "medical incident" 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:

(a) Agrees in writing to:

(i) Cooperate with us in the investigation, settlement or defense of the "suit";

(ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

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(iii) Notify any other insurer whose coverage is available to the indemnitee; and

(iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(b) Provides us with written authorization to:

(i) Obtain records and other information related to the "suit"; and

(ii) 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 Supplementary Payments. Notwithstanding the provisions of Paragraph **A.2.b.(2)(b)** of this endorsement, such payments will not be deemed to be damages for injury arising out of a "medical incident" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments 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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY COVERAGE EXTENSION

This endorsement modifies insurance provided under the following:

DIAGNOSTIC TESTING LABORATORIES PROFESSIONAL LIABILITY COVERAGE PART

REVISED

A. Paragraph **2.b.** of **Exclusions** under **Section I – Coverage** is replaced by the following:

2. Exclusions

This insurance does not apply to:

b. Contractual Liability

Injury for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages arising out of a "laboratory incident":

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement pertaining to the operation of your business under which you assume the tort liability of another party. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement. Solely for the purposes of liability assumed in that contract or agreement, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of injury arising out of a "laboratory incident", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same contract or agreement; 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.

B. The following is added to Paragraph **3.** of **Supplementary Payments** under **Section I – Coverage:**

3. Supplementary Payments

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 pertaining to the operation of your business under which you assume the tort liability of another party to pay for injury arising out of a "laboratory incident";

(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 contract or agreement;

(4) The allegations in the "suit" and the information we know about the "laboratory incident" 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:

(a) Agrees in writing to:

(i) Cooperate with us in the investigation, settlement or defense of the "suit";

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(ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(iii) Notify any other insurer whose coverage is available to the indemnitee; and

(iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(b) Provides us with written authorization to:

(i) Obtain records and other information related to the "suit"; and

(ii) 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 Supplementary Payments. Notwithstanding the provisions of Paragraph **A.2.b.(2)** of this endorsement, such payments will not be deemed to be damages for injury arising out of a "laboratory incident" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments 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.

REVISED

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY COVERAGE EXTENSION

This endorsement modifies insurance provided under the following:

OPTOMETRISTS PROFESSIONAL LIABILITY COVERAGE PART

R E V I S E D

A. Paragraph **3.b.** of **Exclusions** under **Section I – Coverages** is replaced by the following:

3. Exclusions

This insurance does not apply to:

b. Contractual Liability

Injury for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages arising out of an "optometric incident" or "business entity incident":

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement pertaining to the operation of your business under which you assume the tort liability of another party. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement. Solely for the purposes of liability assumed in that contract or agreement, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of injury arising out of an "optometric incident" or "business entity incident", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same contract or agreement; 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.

B. The following is added to Paragraph **4.** of **Supplementary Payments** under **Section I – Coverages:**

4. Supplementary Payments

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 pertaining to the operation of your business under which you assume the tort liability of another party to pay for injury arising out of an "optometric incident" or "business entity incident";

(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 contract or agreement;

(4) The allegations in the "suit" and the information we know about the "optometric incident" or "business entity incident" 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:

(a) Agrees in writing to:

(i) Cooperate with us in the investigation, settlement or defense of the "suit";

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(ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(iii) Notify any other insurer whose coverage is available to the indemnitee; and

(iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(b) Provides us with written authorization to:

(i) Obtain records and other information related to the "suit"; and

(ii) 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 Supplementary Payments. Notwithstanding the provisions of Paragraph **A.3.b.(2)** of this endorsement, such payments will not be deemed to be damages for injury arising out of an "optometric incident" or "business entity incident" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments 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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY COVERAGE EXTENSION

This endorsement modifies insurance provided under the following:

VETERINARIANS PROFESSIONAL LIABILITY COVERAGE PART

REVISED

A. Paragraph **3.b.** of **Exclusions** under **Section I – Coverages** is replaced by the following:

3. Exclusions

This insurance does not apply to:

b. Contractual Liability

Injury for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages arising out of a "veterinary incident" or "business entity incident":

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement pertaining to the operation of your business under which you assume the tort liability of another party. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement. Solely for the purposes of liability assumed in that contract or agreement, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of injury arising out of a "veterinary incident" or "business entity incident", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same contract or agreement; 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.

B. The following is added to Paragraph **4.** of **Supplementary Payments** under **Section I – Coverages:**

4. Supplementary Payments

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 pertaining to the operation of your business under which you assume the tort liability of another party to pay for injury arising out of a "veterinary incident" or "business entity incident";

(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 contract or agreement;

(4) The allegations in the "suit" and the information we know about the "veterinary incident" or "business entity incident" 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:

(a) Agrees in writing to:

(i) Cooperate with us in the investigation, settlement or defense of the "suit";

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(ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(iii) Notify any other insurer whose coverage is available to the indemnitee; and

(iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(b) Provides us with written authorization to:

(i) Obtain records and other information related to the "suit"; and

(ii) 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 Supplementary Payments. Notwithstanding the provisions of Paragraph **A.3.b.(2)** of this endorsement, such payments will not be deemed to be damages for injury arising out of a "veterinary incident" or "business entity incident" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments 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.

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POLICY NUMBER:

MEDICAL PROFESSIONAL LIABILITY
PR 04 07 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

YEAR 2000 COMPUTER-RELATED AND OTHER ELECTRONIC PROBLEMS – LIMITED COVERAGE OPTIONS

This endorsement modifies insurance provided under the following:

BLOOD BANKS PROFESSIONAL LIABILITY COVERAGE PART
DIAGNOSTIC TESTING LABORATORIES PROFESSIONAL LIABILITY COVERAGE PART
HOSPITAL PROFESSIONAL LIABILITY COVERAGE PART

R E V I S E D

SCHEDULES

Schedule A – Description Of Location, Operations, Tests, Treatments, Products Or Services To Be Covered
Description of location, operations, tests, treatments, products, services or a portion thereof:

Schedule B – Premium
Premium: $, if any.

The following exclusion is added to Paragraph **2., Exclusions** of **Section I – Coverage:**

2. Exclusions

This insurance does not apply to injury arising directly or indirectly out of:

a. Any actual or alleged failure, malfunction or inadequacy of:

(1) Any of the following, whether belonging to any insured or to others:

(a) Computer hardware, including microprocessors;

(b) Computer application software;

(c) Computer operating systems and related software;

(d) Computer networks;

(e) Microprocessors (computer chips) not part of any computer system; or

(f) Any other computerized or electronic equipment or components; or

(2) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **2.a.(1)** of this endorsement

due to the inability to correctly recognize, process, distinguish, interpret or accept the year 2000 and beyond.

b. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **2.a.** of this endorsement.

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This exclusion does not apply to injury arising out of any operations, products or services, or any operations or services at or from any specific location, described in Schedule **A** – Description Of Location, Operations, Tests, Treatments, Products Or Services To Be Covered of this endorsement.

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POLICY NUMBER:

MEDICAL PROFESSIONAL LIABILITY
PR 04 08 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

YEAR 2000 COMPUTER-RELATED AND OTHER ELECTRONIC PROBLEMS – LIMITED COVERAGE OPTIONS

This endorsement modifies insurance provided under the following:

ALLIED HEALTH CARE PROVIDERS PROFESSIONAL LIABILITY COVERAGE PART
OPTOMETRISTS PROFESSIONAL LIABILITY COVERAGE PART
PHYSICIANS, SURGEONS AND DENTISTS PROFESSIONAL LIABILITY COVERAGE PART
VETERINARIANS PROFESSIONAL LIABILITY COVERAGE PART

R E V I S E D

SCHEDULES

Schedule A – Description Of Location, Operations, Tests, Treatments, Products Or Services To Be Covered
Description of location, operations, tests, treatments, products, services or a portion thereof:

Schedule B – Premium
Premium: $, if any.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following exclusion is added to Paragraph **3. Exclusions** of **Section I – Coverages:**

3. Exclusions

This insurance does not apply to injury arising directly or indirectly out of:

a. Any actual or alleged failure, malfunction, inadequacy or inability of:

(1) Any of the following, whether belonging to any insured or to others:

(a) Computer hardware, including microprocessors;

(b) Computer application software;

(c) Computer operating systems and related software;

(d) Computer networks;

(e) Microprocessors (computer chips) not part of any computer system; or

(f) Any other computerized or electronic equipment or components; or

(2) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **3.a.(1)** of this endorsement

due to the inability to correctly recognize, process, distinguish, interpret or accept the year 2000 and beyond.

b. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **3.a.** of this endorsement.

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This exclusion does not apply to injury arising out of any operations, products or services, or any operations or services at or from any specific location, described in Schedule **A** – Description Of Location, Operations, Tests, Treatments, Products Or Services To Be Covered of this endorsement.

REVISED

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – EMPLOYEES

This endorsement modifies insurance provided under the following:

PHYSICIANS, SURGEONS AND DENTISTS PROFESSIONAL LIABILITY COVERAGE PART
(OCCURRENCE VERSION)

REVISED

A. Paragraph **1.b.(3)** of Section **I – Coverage A – Insuring Agreement – Individual Professional Liability** is replaced by the following:

1. Coverage A – Insuring Agreement – Individual Professional Liability

b. This insurance applies to injury only if:

(3) The injury arises out of the individual insured's profession as a physician, surgeon or dentist, or out of the insured "employee's" acts or omissions within the scope of such insured's employment by you or while performing duties related to the conduct of your practice.

B. Paragraph **1.** of **Section II – Who Is An Insured** is amended to include, as an insured, your "employees" other than employed physicians, surgeons or dentists, but only for acts or omissions within the scope of their employment by you or while performing duties related to the conduct of your practice.

C. The following is added to **Section III – Limits Of Insurance:**

7. Under Coverage **A**, a separate Aggregate Limit and a separate Each Medical Incident Limit (equal to the Aggregate Limit and Each Medical Incident Limit shown in the Declarations) each apply collectively to all insureds, other than Named Insureds.

D. With respect to "employees", the following is added to Paragraph **4.b., Other Insurance,** of **Section IV – Conditions:**

4. Other Insurance

b. Excess Insurance

This insurance is excess over other insurance issued to an "employee". When this insurance is excess over other insurance, we will have no duty to defend that "employee" against any "suit" if any other insurer has a duty to defend that "employee" against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the rights of that individual "employee" against all those other insurers.

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – EMPLOYEES

This endorsement modifies insurance provided under the following:

PHYSICIANS, SURGEONS AND DENTISTS PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)

REVISED

A. Paragraph **1.b.(3)** of Section **I – Coverage A – Insuring Agreement – Individual Professional Liability** is replaced by the following:

1. Coverage A – Insuring Agreement – Individual Professional Liability

b. This insurance applies to injury only if:

(3) The injury arises out of the individual insured's profession as a physician, surgeon or dentist or the insured "employee's" acts or omissions within the scope of such insured's employment by you or while performing duties related to the conduct of your practice; and

B. Paragraph **1.** of **Section II – Who Is An Insured** is amended to include, as an insured, your "employees" other than employed physicians, surgeons or dentists, but only for acts or omissions within the scope of their employment by you or while performing duties related to the conduct of your practice.

C. The following is added to **Section III – Limits Of Insurance:**

7. Under Coverage **A,** a separate Aggregate Limit and a separate Each Medical Incident Limit (equal to the Aggregate Limit and Each Medical Incident Limit shown in the Declarations) each apply collectively to all insureds, other than Named Insureds.

D. With respect to "employees", the following is added to Paragraph **4.b., Other Insurance,** of **Section IV – Conditions:**

4. Other Insurance

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is:

(1) Effective prior to the beginning of the policy period shown in the Declarations of this insurance and applies to injury on other than a claims-made basis, if:

(a) No Retroactive Date is shown in the Declarations of this insurance; or

(b) The other insurance has a policy period which continues after the Retroactive Date shown in the Declarations of this insurance; or

(2) Issued to an "employee".

When this insurance is excess, we will have no duty to defend that "employee" against any "suit" if any other insurer has a duty to defend that "employee" against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the rights of that individual "employee" against all those other insurers.

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – EMPLOYEES

This endorsement modifies insurance provided under the following:

ALLIED HEALTH CARE PROVIDERS PROFESSIONAL LIABILITY COVERAGE PART (OCCURRENCE VERSION)

A. Paragraph **1.b.(3)** of Section **I – Coverage A – Insuring Agreement – Individual Professional Liability** is replaced by the following:

1. Coverage A – Insuring Agreement – Individual Professional Liability

b. This insurance applies to injury only if:

(3) The injury arises out of the individual insured's profession as a licensed health care provider or out of the insured "employee's" acts or omissions within the scope of such insured's employment by you or while performing duties related to the conduct of your practice.

B. Paragraph **1.** of **Section II – Who Is An Insured** is amended to include, as an insured, your "employees", but only for acts or omissions within the scope of their employment by you or while performing duties related to the conduct of your practice.

C. The following is added to **Section III – Limits Of Insurance:**

7. Under Coverage **A,** a separate Aggregate Limit and a separate Each Medical Incident Limit (equal to the Aggregate Limit and Each Medical Incident Limit shown in the Declarations) each apply collectively to all insureds, other than Named Insureds.

D. With respect to "employees", the following is added to Paragraph **4.b., Other Insurance,** of **Section IV – Conditions:**

4. Other Insurance

b. Excess Insurance

This insurance is excess over other insurance issued to an "employee". When this insurance is excess over other insurance, we will have no duty to defend that "employee" against any "suit" if any other insurer has a duty to defend that "employee" against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the rights of that individual "employee" against all those other insurers.

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – EMPLOYEES

This endorsement modifies insurance provided under the following:

ALLIED HEALTH CARE PROVIDERS PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)

R E V I S E D

A. Paragraph **1.b.(3)** of Section **I – Coverage A – Insuring Agreement – Individual Professional Liability** is replaced by the following:

1. Coverage A – Insuring Agreement – Individual Professional Liability

b. This insurance applies to injury only if:

(3) The injury arises out of the individual insured's profession as a licensed health care provider or out of the insured "employee's" acts or omissions within the scope of such insured's employment by you or while performing duties related to the conduct of your practice; and

B. Paragraph **1.** of **Section II – Who Is An Insured** is amended to include, as an insured, your "employees", but only for acts or omissions within the scope of their employment by you or while performing duties related to the conduct of your practice.

C. The following is added to **Section III – Limits Of Insurance:**

7. Under Coverage **A,** a separate Aggregate Limit and a separate Each Medical Incident Limit (equal to the Aggregate Limit and Each Medical Incident Limit shown in the Declarations) each apply collectively to all insureds, other than Named Insureds.

D. With respect to "employees", the following is added to Paragraph **4.b., Other Insurance,** of **Section IV – Conditions:**

4. Other Insurance

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is:

(1) Effective prior to the beginning of the policy period shown in the Declarations of this insurance and applies to injury on other than a claims-made basis, if:

(a) No Retroactive Date is shown in the Declarations of this insurance; or

(b) The other insurance has a policy period which continues after the Retroactive Date shown in the Declarations of this insurance; or

(2) Issued to an "employee".

When this insurance is excess, we will have no duty to defend that "employee" against any "suit" if any other insurer has a duty to defend that "employee" against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to rights of that individual "employee" against all those other insurers.

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – EMPLOYEES

This endorsement modifies insurance provided under the following:

OPTOMETRISTS PROFESSIONAL LIABILITY COVERAGE PART (OCCURRENCE VERSION)

REVISED

A. Paragraph **1.b.(3)** of Section **I – Coverage A – Insuring Agreement – Individual Professional Liability** is replaced by the following:

1. Coverage A – Insuring Agreement – Individual Professional Liability

b. This insurance applies to injury only if:

(3) The injury arises out of the individual insured's profession as an optometrist or out of the insured "employee's" acts or omissions within the scope of such insured's employment by you or while performing duties related to the conduct of your practice.

B. Paragraph **1.** of **Section II – Who Is An Insured** is amended to include, as an insured, your "employees" other than employed optometrists, but only for acts or omissions within the scope of their employment by you or while performing duties related to the conduct of your practice.

C. The following is added to **Section III – Limits Of Insurance:**

7. Under Coverage **A,** a separate Aggregate Limit and a separate Each Optometric Incident Limit (equal to the Aggregate Limit and Each Optometric Incident Limit shown in the Declarations) each apply collectively to all insureds, other than Named Insureds.

D. With respect to "employees", the following is added to Paragraph **4.b., Other Insurance,** of **Section IV – Conditions:**

4. Other Insurance

b. Excess Insurance

This insurance is excess over other insurance issued to an "employee". When this insurance is excess over other insurance, we will have no duty to defend that "employee" against any "suit" if any other insurer has a duty to defend that "employee" against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the rights of that individual "employee" against all those other insurers.

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – EMPLOYEES

This endorsement modifies insurance provided under the following:

OPTOMETRISTS PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)

A. Paragraph **1.b.(3)** of Section **I – Coverage A – Insuring Agreement – Individual Professional Liability** is replaced by the following:

1. Coverage A – Insuring Agreement – Individual Professional Liability

b. This insurance applies to injury only if:

(3) The injury arises out of the individual insured's profession as an optometrist or out of the insured "employee's" acts or omissions within the scope of such insured's employment by you or while performing duties related to the conduct of your practice; and

B. Paragraph **1.** of **Section II – Who Is An Insured** is amended to include, as an insured, your "employees" other than employed optometrists, but only for acts or omissions within the scope of their employment by you or while performing duties related to the conduct of your practice.

C. The following is added to **Section III – Limits Of Insurance:**

7. Under Coverage **A,** a separate Aggregate Limit and a separate Each Optometric Incident Limit (equal to the Aggregate Limit and Each Optometric Incident Limit shown in the Declarations) each apply collectively to all insureds, other than Named Insureds.

D. With respect to "employees", the following is added to Paragraph **4.b., Other Insurance,** of **Section IV – Conditions:**

4. Other Insurance

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is:

(1) Effective prior to the beginning of the policy period shown in the Declarations of this insurance and applies to injury on other than a claims-made basis, if:

(a) No Retroactive Date is shown in the Declarations of this insurance; or

(b) The other insurance has a policy period which continues after the Retroactive Date shown in the Declarations of this insurance; or

(2) Issued to an "employee".

When this insurance is excess, we will have no duty to defend that "employee" against any "suit" if any other insurer has a duty to defend that "employee" against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to rights of that individual "employee" against all those other insurers.

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – EMPLOYEES

This endorsement modifies insurance provided under the following:

VETERINARIANS PROFESSIONAL LIABILITY COVERAGE PART (OCCURRENCE VERSION)

REVISED

A. Paragraph **1.b.(3)** of Section **I – Coverage A – Insuring Agreement – Individual Professional Liability** is replaced by the following:

1. Coverage A – Insuring Agreement – Individual Professional Liability

b. This insurance applies to injury only if:

(3) The injury arises out of the individual insured's profession as a veterinarian or out of the insured "employee's" acts or omissions within the scope of such insured's employment by you or while performing duties related to the conduct of your practice.

B. Paragraph **1.** of **Section II – Who Is An Insured** is amended to include, as an insured, your "employees" other than employed veterinarians, but only for acts or omissions within the scope of their employment by you or while performing duties related to the conduct of your practice.

C. The following is added to **Section III – Limits Of Insurance:**

7. Under Coverage **A,** a separate Aggregate Limit and a separate Each Veterinary Incident Limit (equal to the Aggregate Limit and Each Veterinary Incident Limit shown in the Declarations) each apply collectively to all insureds, other than Named Insureds.

D. With respect to "employees", the following is added to Paragraph **4.b., Other Insurance,** of **Section IV – Conditions:**

4. Other Insurance

b. Excess Insurance

This insurance is excess over other insurance issued to an "employee". When this insurance is excess over other insurance, we will have no duty to defend that "employee" against any "suit" if any other insurer has a duty to defend that "employee" against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the rights of that individual "employee" against all those other insurers.

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – EMPLOYEES

This endorsement modifies insurance provided under the following:

VETERINARIANS PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)

R E V I S E D

A. Paragraph **1.b.(3)** of Section **I – Coverage A – Insuring Agreement – Individual Professional Liability** is replaced by the following:

1. Coverage A – Insuring Agreement – Individual Professional Liability

b. This insurance applies to injury only if:

(3) The injury arises out of the individual insured's profession as a veterinarian or out of the insured "employee's" acts or omissions within the scope of such insured's employment by you or while performing duties related to the conduct of your practice; and

B. Paragraph **1.** of **Section II – Who Is An Insured** is amended to include, as an insured, your "employees" other than employed veterinarians, but only for acts or omissions within the scope of their employment by you or while performing duties related to the conduct of your practice.

C. The following is added to **Section III – Limits Of Insurance:**

7. Under Coverage **A**, a separate Aggregate Limit and a separate Each Veterinary Incident Limit (equal to the Aggregate Limit and Each Veterinary Incident Limit shown in the Declarations) each apply collectively to all insureds, other than Named Insureds.

D. With respect to "employees", the following is added to Paragraph **4.b., Other Insurance,** of **Section IV – Conditions:**

4. Other Insurance

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is:

(1) Effective prior to the beginning of the policy period shown in the Declarations of this insurance and applies to injury on other than a claims-made basis, if:

(a) No Retroactive Date is shown in the Declarations of this insurance; or

(b) The other insurance has a policy period which continues after the Retroactive Date shown in the Declarations of this insurance; or

(2) Issued to an "employee".

When this insurance is excess, we will have no duty to defend that "employee" against any "suit" if any other insurer has a duty to defend that "employee" against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to rights of that individual "employee" against all those other insurers.

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

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

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POLICY NUMBER:

MEDICAL PROFESSIONAL LIABILITY
PR 20 08 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – HEALTH CARE PROFESSIONALS NOT EMPLOYED BY YOU

This endorsement modifies insurance provided under the following:

BLOOD BANKS PROFESSIONAL LIABILITY COVERAGE PART
DIAGNOSTIC TESTING LABORATORIES PROFESSIONAL LIABILITY COVERAGE PART
HOSPITAL PROFESSIONAL LIABILITY COVERAGE PART

R E V I S E D

SCHEDULE

Name Of Health Care Professional(s):
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

~~(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)~~

A. **Section II – Who Is An Insured** is amended to include, as an insured, any health care professional who is not your "employee" and who is designated in the Schedule, but only for acts or omissions while performing duties related to the conduct of your business as a professional health care facility.

B. With respect to the health care professionals included as insureds by Paragraph **A.** of this endorsement, the **Section IV – Other Insurance** Condition is replaced by the following:

4. Other Insurance

This insurance is excess over other insurance issued to a health care professional who is designated in the Schedule. When this insurance is excess over such other insurance, we will have no duty to defend that health care professional against any "suit" if any other insurer has a duty to defend that health care professional against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the rights of that health care professional against all those other insurers.

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

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

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POLICY NUMBER:

MEDICAL PROFESSIONAL LIABILITY
PR 20 09 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CONTROLLING INTEREST

This endorsement modifies insurance provided under the following:

BLOOD BANKS PROFESSIONAL LIABILITY COVERAGE PART
HOSPITAL PROFESSIONAL LIABILITY COVERAGE PART

R

SCHEDULE

Name Of Person Or Organization:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

~~(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)~~

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Section II – Who Is An Insured is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their vicarious liability arising out of a "medical incident" because:

a. The person or organization has financial control over you; or

b. The person or organization owns, maintains or controls the premises that you lease or occupy.

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POLICY NUMBER:

MEDICAL PROFESSIONAL LIABILITY
PR 20 10 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CONTROLLING INTEREST

This endorsement modifies insurance provided under the following:

DIAGNOSTIC TESTING LABORATORIES PROFESSIONAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

~~(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)~~

Section II – Who Is An Insured is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their vicarious liability arising out of a "laboratory incident" because:

a. The person or organization has financial control over you; or

b. The person or organization owns, maintains or controls the premises that you lease or occupy.

R E V I S E D

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POLICY NUMBER:

MEDICAL PROFESSIONAL LIABILITY
PR 20 11 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CONTROLLING INTEREST

This endorsement modifies insurance provided under the following:

ALLIED HEALTH CARE PROVIDERS PROFESSIONAL LIABILITY COVERAGE PART
OPTOMETRISTS PROFESSIONAL LIABILITY COVERAGE PART
PHYSICIANS, SURGEONS AND DENTISTS PROFESSIONAL LIABILITY COVERAGE PART
VETERINARIANS PROFESSIONAL LIABILITY COVERAGE PART

R E V I S E D

SCHEDULE

Name Of Person Or Organization:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

~~(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)~~

Section II – Who Is An Insured is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of a "business entity incident" because:

a. The person or organization has financial control over you; or

b. The person or organization owns, maintains or controls the premises that you lease or occupy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – EXECUTORS, ADMINISTRATORS, TRUSTEES OR BENEFICIARIES

This endorsement modifies insurance provided under the following:

MEDICAL PROFESSIONAL LIABILITY COVERAGE PART

Section II – Who Is An Insured is amended to include as an insured any executor, administrator, trustee or beneficiary of your estate or living trust while acting within the scope of their duties as such.

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POLICY NUMBER:

MEDICAL PROFESSIONAL LIABILITY
PR 21 00 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – NON-TEACHING ACTIVITIES OF TEACHING PHYSICIANS AND SURGEONS

This endorsement modifies insurance provided under the following:

PHYSICIANS, SURGEONS AND DENTISTS PROFESSIONAL LIABILITY COVERAGE PART

R E V I S E D

SCHEDULE

Name(s) Of Physician(s):
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

~~(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)~~

With respect to the physician(s) named in the Schedule above:

A. Paragraph **1.b.(3)** of Section **I – Coverage A – Insuring Agreement – Individual Professional Liability** is replaced by the following:

1. Coverage A – Insuring Agreement – Individual Professional Liability

b. This insurance applies to injury only if:

(3) The injury arises out of the practice of the individual insured's Professions as a "teaching physician or surgeon".

B. The following exclusion is added to Paragraph **3.** of **Section I – Coverages:**

3. Exclusions

This insurance does not apply to injury arising out of the rendering of or failure to render any professional services while the physician named in the Schedule above is engaged in activities other than those within the scope of his or her duties as a "teaching physician or surgeon".

C. The following is added to the **Definitions** Section:

"Teaching physicians or surgeon" means a person who teaches and has no private practice.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – EMPLOYEES AS INSUREDS

This endorsement modifies insurance provided under the following:

BLOOD BANKS PROFESSIONAL LIABILITY COVERAGE PART
DIAGNOSTIC TESTING LABORATORIES PROFESSIONAL LIABILITY COVERAGE PART
HOSPITAL PROFESSIONAL LIABILITY COVERAGE PART

Paragraph **2.** of **Section II – Who Is An Insured** does not apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PARTNERSHIP, LIMITED LIABILITY COMPANY, ASSOCIATION OR CORPORATION (COVERAGE B)

This endorsement modifies insurance provided under the following:

ALLIED HEALTH CARE PROVIDERS PROFESSIONAL LIABILITY COVERAGE PART
OPTOMETRISTS PROFESSIONAL LIABILITY COVERAGE PART
PHYSICIANS, SURGEONS AND DENTISTS PROFESSIONAL LIABILITY COVERAGE PART
VETERINARIANS PROFESSIONAL LIABILITY COVERAGE PART

Paragraph **2.** of Section **I – Coverage B – Insuring Agreement – Partnership, Limited Liability Company, Association Or Corporation Professional Liability** does not apply and none of the references to it in the Coverage Part apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – YEAR 2000 COMPUTER-RELATED AND OTHER ELECTRONIC PROBLEMS

This endorsement modifies insurance provided under the following:

BLOOD BANKS PROFESSIONAL LIABILITY COVERAGE PART
DIAGNOSTIC TESTING LABORATORIES PROFESSIONAL LIABILITY COVERAGE PART
HOSPITAL PROFESSIONAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph **2.**, **Exclusions** of **Section I – Coverage:**

2. Exclusions

This insurance does not apply to injury arising directly or indirectly out of:

a. Any actual or alleged failure, malfunction or inadequacy of:

(1) Any of the following, whether belonging to any insured or to others:

(a) Computer hardware, including microprocessors;

(b) Computer application software;

(c) Computer operating systems and related software;

(d) Computer networks;

(e) Microprocessors (computer chips); not part of any computer system; or

(f) Any other computerized or electronic equipment or components; or

(2) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **2.a.(1)** of this endorsement

due to the inability to correctly recognize, process, distinguish, interpret or accept the year 2000 and beyond.

b. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **2.a.** of this endorsement.

R E V I S E D

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – YEAR 2000 COMPUTER-RELATED PROBLEMS

This endorsement modifies insurance provided under the following:

ALLIED HEALTH CARE PROVIDERS PROFESSIONAL LIABILITY COVERAGE PART
OPTOMETRISTS PROFESSIONAL LIABILITY COVERAGE PART
PHYSICIANS, SURGEONS AND DENTISTS PROFESSIONAL LIABILITY COVERAGE PART
VETERINARIANS PROFESSIONAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph **3.**, **Exclusions** of **Section I – Coverages:**

3. Exclusions

This insurance does not apply to injury arising directly or indirectly out of:

a. Any actual or alleged failure, malfunction or inadequacy of:

(1) Any of the following whether belonging to any insured or to others:

(a) Computer hardware, including microprocessors;

(b) Computer application software;

(c) Computer operating systems and related software;

(d) Computer networks;

(e) Microprocessors (computer chips) not part of any computer system; or

(f) Any other computerized or electronic equipment or components; or

(2) Any other products, and any services, data or functions that directly or indirectly utilize or rely upon, in any manner, any of the items listed in Paragraph **3.a.(1)** of this endorsement

due to the inability to correctly recognize, process, distinguish, interpret or accept the year 2000 and beyond.

b. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **3.a.** of this endorsement.

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POLICY NUMBER:

MEDICAL PROFESSIONAL LIABILITY
PR 21 06 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

YEAR 2000 COMPUTER-RELATED AND OTHER ELECTRONIC PROBLEMS – EXCLUSION OF DESIGNATED LOCATIONS, OPERATIONS, TESTS, TREATMENTS, PRODUCTS OR SERVICES

R E V I S E D

This endorsement modifies insurance provided under the following:

BLOOD BANKS PROFESSIONAL LIABILITY COVERAGE PART
DIAGNOSTIC TESTING LABORATORIES PROFESSIONAL LIABILITY COVERAGE PART
HOSPITAL PROFESSIONAL LIABILITY COVERAGE PART

SCHEDULE

Description Of Location, Operations, Tests, Treatments, Products Or Services To Be Excluded
Description of location, operations, tests, treatments, products, services or a portion thereof:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage:**

2. Exclusions

This insurance does not apply to injury arising directly or indirectly out of:

a. Any actual or alleged failure, malfunction or inadequacy of:

(1) Any of the following, whether belonging to any insured or to others:

(a) Computer hardware, including microprocessors;

(b) Computer application software;

(c) Computer operating systems and related software;

(d) Computer networks;

(e) Microprocessors (computer chips) not part of any computer system; or

(f) Any other computerized or electronic equipment or components; or

(2) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **2.a.(1)** of this endorsement

due to the inability to correctly recognize, process, distinguish, interpret or accept the year 2000 and beyond.

b. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **2.a.** of this endorsement.

This exclusion applies only to injury arising out of any operations, tests, treatments, products or services, or any operations or services at or from any specific location, described in the Schedule – Description Of Location, Operations, Tests, Treatments, Products Or Services To Be Excluded of this endorsement.

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POLICY NUMBER:

MEDICAL PROFESSIONAL LIABILITY
PR 21 07 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

YEAR 2000 COMPUTER-RELATED AND OTHER ELECTRONIC PROBLEMS – EXCLUSION OF DESIGNATED LOCATIONS, OPERATIONS, TESTS, TREATMENTS, PRODUCTS OR SERVICES

R E V I S E D

This endorsement modifies insurance provided under the following:

ALLIED HEALTH CARE PROVIDERS PROFESSIONAL LIABILITY COVERAGE PART
OPTOMETRISTS PROFESSIONAL LIABILITY COVERAGE PART
PHYSICIANS, SURGEONS AND DENTISTS PROFESSIONAL LIABILITY COVERAGE PART
VETERINARIANS PROFESSIONAL LIABILITY COVERAGE PART

SCHEDULE

Description Of Location, Operations, Tests, Treatments, Products Or Services To Be Excluded
Description of location, operations, tests, treatments, products, services or a portion thereof:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following exclusion is added to Paragraph **3. Exclusions** of **Section I – Coverages:**

3. Exclusions

This insurance does not apply to injury arising directly or indirectly out of:

a. Any actual or alleged failure, malfunction, inadequacy or inability of:

(1) Any of the following, whether belonging to any insured or to others:

(a) Computer hardware, including microprocessors;

(b) Computer application software;

(c) Computer operating systems and related software;

(d) Computer networks;

(e) Microprocessors (computer chips) not part of any computer system; or

(f) Any other computerized or electronic equipment or components; or

(2) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **3.a.(1)** of this endorsement

due to the inability to correctly recognize, process, distinguish, interpret or accept the year 2000 and beyond.

b. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **3.a.** of this endorsement.

This exclusion applies only to injury arising out of any operations, tests, treatments, products or services, or any operations or services at or from any specific location, described in the Schedule – Description Of Location, Operations, Tests, Treatments, Products Or Services To Be Excluded of this endorsement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONSENT TO SETTLE

This endorsement modifies insurance provided under the following:

ALLIED HEALTH CARE PROVIDERS PROFESSIONAL LIABILITY COVERAGE PART
OPTOMETRISTS PROFESSIONAL LIABILITY COVERAGE PART
PHYSICIANS, SURGEONS AND DENTISTS PROFESSIONAL LIABILITY COVERAGE PART
VETERINARIANS PROFESSIONAL LIABILITY COVERAGE PART

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The following is added to Paragraphs **1.a.** of **Coverage A – Insuring Agreement – Individual Professional Liability** and **2.a.** of **Coverage B – Insuring Agreement – Partnership, Limited Liability Company, Association Or Corporation Professional Liability:**

We will not settle any claim ("claim") or "suit" without your consent. If we recommend a settlement to you which is acceptable to the claimant, and to which you do not consent, the most we will pay in the event of any later settlement or judgment is the amount for which the claim ("claim") or "suit" could have been settled. However, this will not affect our right and duty to defend the insured against that "suit".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-BINDING ARBITRATION

This endorsement modifies insurance provided under the following:

MEDICAL PROFESSIONAL LIABILITY COVERAGE PART

If we and the insured do not agree whether coverage is provided under this Coverage Part for a claim ("claim") made against the insured, then either party may make a written demand for arbitration.

When this demand is made, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will:

1. Pay the expenses it incurs; and
2. Bear the expenses of the third arbitrator equally.

Unless both parties agree otherwise, arbitration will take place in the county or parish in which the address shown in the Declarations is located. Local rules of law as to procedure and evidence will apply. Any decision agreed to by the arbitrators may be appealed to a court of competent jurisdiction.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BINDING ARBITRATION

This endorsement modifies insurance provided under the following:

MEDICAL PROFESSIONAL LIABILITY COVERAGE PART

If we and the insured do not agree whether coverage is provided under this Coverage Part for a claim ("claim") made against the insured, then either party may make a written demand for arbitration.

When this demand is made, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will:

1. Pay the expenses it incurs; and
2. Bear the expenses of the third arbitrator equally.

Unless both parties agree otherwise, arbitration will take place in the county or parish in which the address shown in the Declarations is located. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF CHARITABLE IMMUNITY

This endorsement modifies insurance provided under the following:

MEDICAL PROFESSIONAL LIABILITY COVERAGE PART

We will waive, both in the adjustment of claims ("claims") and in the defense of "suits" against the insured, any charitable immunity of the insured, unless the insured requests in writing that we not do so.

Waiver of immunity as a defense will not subject us to liability for any portion of a claim ("claim") or judgment in excess of the applicable limit of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF GOVERNMENTAL IMMUNITY

This endorsement modifies insurance provided under the following:

MEDICAL PROFESSIONAL LIABILITY COVERAGE PART

We will waive, both in the adjustment of claims ("claims") and in the defense of "suits" against the insured, any governmental immunity of the insured, unless the insured requests in writing that we not do so.

Waiver of immunity as a defense will not subject us to liability for any portion of a claim ("claim") or judgment in excess of the applicable limit of insurance.

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POLICY NUMBER:

MEDICAL PROFESSIONAL LIABILITY
PR 25 00 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – AGGREGATE LIMITS OF INSURANCE (DESIGNATED LOCATIONS)

This endorsement modifies insurance provided under the following:

BLOOD BANKS PROFESSIONAL LIABILITY COVERAGE PART
HOSPITAL PROFESSIONAL LIABILITY COVERAGE PART

R E V I S E D

SCHEDULE

Designated Location(s):
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

~~(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)~~

A. For all sums which the insured becomes legally obligated to pay as damages because of injury caused by a "medical incident", which can be attributed only to a single designated "location" shown in the Schedule above:

1. A separate Designated Location Aggregate Limit applies to "medical incidents" at each designated "location", and that limit is equal to the amount of the Aggregate Limit shown in the Declarations.

2. The Designated Location Aggregate Limit is the most we will pay for the sum of all damages regardless of the number of:

a. Insureds;

b. Claims ("claims") made or "suits" brought;

c. Persons or organizations making claims ("claims") or bringing "suits"; or

d. Other "locations".

3. Any payments made for damages shall reduce the Designated Location Aggregate Limit for that "location". Such payments shall not reduce the Aggregate Limit shown in the Declarations, nor shall they reduce the applicable amount of any other Designated Location Aggregate Limit for any other designated "location" shown in the Schedule above.

4. The limit shown in the Declarations for Each Medical Incident continues to apply. However, instead of being subject to the Aggregate Limit shown in the Declarations, the Each Medical Incident Limit will be subject to the applicable Designated Location Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by a "medical incident" which cannot be attributed only to a single designated "location" shown in the Schedule above, any payment made shall reduce the applicable amount of the Aggregate Limit shown in the Declarations. Such payments shall not reduce any Designated Location Aggregate Limit.

C. The provisions in Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

D. For the purposes of this endorsement, the following is added to the **Definitions** Section:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

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POLICY NUMBER:

MEDICAL PROFESSIONAL LIABILITY
PR 25 01 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – AGGREGATE LIMITS OF INSURANCE (DESIGNATED LOCATIONS)

This endorsement modifies insurance provided under the following:

DIAGNOSTIC TESTING LABORATORIES PROFESSIONAL LIABILITY COVERAGE PART

R E V I S E D

SCHEDULE

Designated Location(s):
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

~~(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)~~

A. For all sums which the insured becomes legally obligated to pay as damages because of injury caused by a "laboratory incident", which can be attributed only to a single designated "location" shown in the Schedule above:

1. A separate Designated Location Aggregate Limit applies to "laboratory incidents" at each designated "location", and that limit is equal to the amount of the Aggregate Limit shown in the Declarations.
2. The Designated Location Aggregate Limit is the most we will pay for the sum of all damages regardless of the number of:
   a. Insureds;
   b. Claims ("claims") made or "suits" brought;
   c. Persons or organizations making claims ("claims") or bringing "suits"; or
   d. Other "locations".
3. Any payments made for damages shall reduce the Designated Location Aggregate Limit for that "location". Such payments shall not reduce the Aggregate Limit shown in the Declarations, nor shall they reduce the applicable amount of any other Designated Location Aggregate Limit for any other designated "location" shown in the Schedule above.
4. The limit shown in the Declarations for Each Laboratory Incident continues to apply. However, instead of being subject to the Aggregate Limit shown in the Declarations, the Each Laboratory Incident Limit will be subject to the applicable Designated Location Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by a "laboratory incident" which cannot be attributed only to a single designated "location" shown in the Schedule above, any payment made shall reduce the applicable amount of the Aggregate Limit shown in the Declarations. Such payments shall not reduce any Designated Location Aggregate Limit.

C. The provisions in Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

D. For the purposes of this endorsement, the following is added to the **Definitions** Section:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

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POLICY NUMBER:

MEDICAL PROFESSIONAL LIABILITY
PR 25 02 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – COMBINED AGGREGATE LIMIT OF INSURANCE

This endorsement modifies insurance provided under the following:

PHYSICIANS, SURGEONS AND DENTISTS PROFESSIONAL LIABILITY COVERAGE PART

R E V I S E D

SCHEDULE

Description Of Limits	Limits Of Insurance
Each Medical Incident Limit	$
Each Business Entity Incident Limit	$
Aggregate Limit	$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

~~(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)~~

Section III – Limits Of Insurance is replaced by the following:

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Schedule above and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims ("claims") made or "suits" brought; or
   c. Persons or organizations making claims ("claims") or bringing "suits".
2. The Aggregate Limit is the most we will pay for the sum of all damages under ~~COVERAGES~~ Coverages **A** and **B**.
3. Subject to the Aggregate Limit:
   a. The Each Medical Incident Limit is the most we will pay for all damages under ~~COVERAGE~~ Coverage **A** because of all injury arising out of any one "medical incident".

      All related "medical incidents" arising out of the:

      (1) Providing of or failure to provide professional medical or dental services to any one person; or

      (2) Serving as a member of a formal accreditation, standards review or equivalent professional board or committee in connection with a single person or organization

      shall be considered one "medical incident".

   b. The Each Business Entity Incident Limit is the most we will pay for all damages under ~~COVERAGE~~ Coverage **B** because of all injury arising out of any one "business entity incident".

      All related "business entity incidents" arising out of the providing of or failure to provide professional medical or dental services to any one person shall be considered one "business entity incident".
4. Under ~~COVERAGE~~ Coverage **A**, the Each Medical Incident Limit applies separately to each Named Insured.

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

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POLICY NUMBER:

MEDICAL PROFESSIONAL LIABILITY
PR 25 03 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – COMBINED AGGREGATE LIMIT OF INSURANCE

This endorsement modifies insurance provided under the following:

ALLIED HEALTH CARE PROVIDERS PROFESSIONAL LIABILITY COVERAGE PART

R

SCHEDULE

Description Of Limits	Limits Of Insurance
Each Medical Incident Limit	**$**
Each Business Entity Incident Limit	**$**
Aggregate Limit	**$**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

~~(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)~~

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Section III – Limits Of Insurance is replaced by the following:

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Schedule above and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims ("claims") made or "suits" brought; or
   c. Persons or organizations making claims ("claims") or bringing "suits".
2. The Aggregate Limit is the most we will pay for the sum of all damages under ~~COVERAGES~~ Coverages **A** and **B**.
3. Subject to the Aggregate Limit:
   a. The Each Medical Incident Limit is the most we will pay for all damages under ~~COVERAGE~~ Coverage **A** because of all injury arising out of any one "medical incident".

      All related "medical incidents" arising out of the:

      (1) Providing of or failure to provide professional health care services to any one person; or

      (2) Serving as a member of a formal accreditation, standards review or equivalent professional board or committee in connection with a single person or organization

      shall be considered one "medical incident".

   b. The Each Business Entity Incident Limit is the most we will pay for all damages under ~~COVERAGE~~ Coverage **B** because of all injury arising out of any one "business entity incident".

      All related "business entity incidents" arising out of the providing of or failure to provide professional health care services to any one person shall be considered one "business entity incident".
4. Under ~~COVERAGE~~ Coverage **A**, the Each Medical Incident Limit applies separately to each Named Insured.

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

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POLICY NUMBER:

MEDICAL PROFESSIONAL LIABILITY
PR 25 04 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – COMBINED AGGREGATE LIMIT OF INSURANCE

This endorsement modifies insurance provided under the following:

OPTOMETRISTS PROFESSIONAL LIABILITY COVERAGE PART

R

SCHEDULE

Description Of Limits	Limits Of Insurance
Each Optometric Incident Limit	**$**
Each Business Entity Incident Limit	**$**
Aggregate Limit	**$**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

~~(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)~~

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Section III – Limits Of Insurance is replaced by the following:

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Schedule above and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims ("claims") made or "suits" brought; or
   c. Persons or organizations making claims ("claims") or bringing "suits".
2. The Aggregate Limit is the most we will pay for the sum of all damages under ~~COVERAGES~~ Coverages **A** and **B**.
3. Subject to the Aggregate Limit:
   a. The Each Optometric Incident Limit is the most we will pay for all damages under ~~COVERAGE~~ Coverage **A** because of all injury arising out of any one "optometric incident".

      All related "optometric incidents" arising out of the:

      (1) Providing of or failure to provide professional optometric services to any one person; or

      (2) Serving as a member of a formal accreditation, standards review or equivalent professional board or committee in connection with a single person or organization

      shall be considered one "optometric incident".

   b. The Each Business Entity Incident Limit is the most we will pay for all damages under ~~COVERAGE~~ Coverage **B** because of all injury arising out of any one "business entity incident".

      All related "business entity incidents" arising out of the providing of or failure to provide professional optometric services to any one person shall be considered one "business entity incident".
4. Under ~~COVERAGE~~ Coverage **A**, the Each Optometric Incident Limit applies separately to each Named Insured.

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

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POLICY NUMBER:

MEDICAL PROFESSIONAL LIABILITY
PR 25 05 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – COMBINED AGGREGATE LIMIT OF INSURANCE

This endorsement modifies insurance provided under the following:

VETERINARIANS PROFESSIONAL LIABILITY COVERAGE PART

R

SCHEDULE

Description Of Limits	Limits Of Insurance
Each Veterinary Incident Limit	$
Each Business Entity Incident Limit	$
Aggregate Limit	$

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

~~(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)~~

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Section III – Limits Of Insurance is replaced by the following:

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Schedule above and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims ("claims") made or "suits" brought; or
   c. Persons or organizations making claims ("claims") or bringing "suits".
2. The Aggregate Limit is the most we will pay for the sum of all damages under ~~COVERAGES~~ Coverages **A** and **B**.
3. Subject to the Aggregate Limit:
   a. The Each Veterinary Incident Limit is the most we will pay for all damages under ~~COVERAGE~~ Coverage **A** because of all injury arising out of any one "veterinary incident".

      All related "veterinary incidents" arising out of the:

      (1) Providing of or failure to provide professional veterinary services to any one animal; or

      (2) Serving as a member of a formal accreditation, standards review or equivalent professional board or committee in connection with a single person or organization

      shall be considered one "veterinary incident".

   b. The Each Business Entity Incident Limit is the most we will pay for all damages under ~~COVERAGE~~ Coverage **B** because of all injury arising out of any one "business entity incident".

      All related "business entity incidents" arising out of the providing of or failure to provide professional veterinary services to any one animal shall be considered one "business entity incident".
4. Under ~~COVERAGE~~ Coverage **A**, the Each Veterinary Incident Limit applies separately to each Named Insured.

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

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POLICY NUMBER:

MEDICAL PROFESSIONAL LIABILITY
PR 27 00 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED REPORTING PERIOD ENDORSEMENT

This endorsement modifies insurance provided under the following:

ALLIED HEALTH CARE PROVIDERS PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)
OPTOMETRISTS PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)
PHYSICIANS, SURGEONS AND DENTISTS PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)
VETERINARIANS PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)

R E V I S E D

SCHEDULE

Premium: $
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

~~(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)~~

A. An Extended Reporting Period is provided, as described in Section **V** – Extended Reporting Periods.

B. A Supplemental Individual Professional Liability Aggregate Limit and a Supplemental Partnership, Limited Liability Company, Association or Corporation Professional Liability Aggregate Limit, as set forth in Paragraph **C.** below, apply to any "claim" that is first made to us during the Extended Reporting Period. These limits are equal, respectively, to the:

1. Individual Professional Liability Aggregate Limit; and
2. Partnership, Limited Liability Company, Association or Corporation Professional Liability Aggregate Limit

dollar amount entered on the Declarations at the inception of the policy period, or as amended thereafter by endorsement, if any.

C. Paragraphs **2.** and **3.** of **Section III – Limits Of Insurance** is replaced by the following:

2. The Individual Professional Liability Aggregate Limit is the most we will pay for the sum of all damages under ~~COVERAGE~~ Coverage **A.** However, the Individual Professional Liability Aggregate Limit does not apply to damages under ~~COVERAGE~~ Coverage **A** from any "claim" which is first made during the Extended Reporting Period.

   The Supplemental Individual Professional Liability Aggregate Limit is the most we will pay for the sum of all damages under ~~COVERAGE~~ Coverage **A** from any "claim" which is first made during the Extended Reporting Period.

3. The Partnership, Limited Liability Company, Association or Corporation Professional Liability Aggregate Limit is the most we will pay for the sum of all damages under ~~COVERAGE~~ Coverage **B.** However, the Partnership, Limited Liability Company, Association or Corporation Professional Liability Aggregate Limit does not apply to damages under ~~COVERAGE~~ Coverage **B** from any "claim" which is first made during the Extended Reporting Period.

   The Supplemental Partnership, Limited Liability Company, Association or Corporation Professional Liability Aggregate Limit is the most we will pay for the sum of all damages under ~~COVERAGE~~ Coverage **B** from any "claim" which is first made during the Extended Reporting Period.

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D. The following is added to Paragraph **4.b., Other Insurance** under **Section IV – Conditions:**

4. Other Insurance

b. Excess Insurance

When coverage is provided under an Extended Reporting Period, this insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after the Extended Reporting Period begins.

E. This endorsement will not take effect unless the additional premium for it is paid when due. If that premium is paid when due, this endorsement may not be canceled.

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REVISED

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POLICY NUMBER:

MEDICAL PROFESSIONAL LIABILITY
PR 27 01 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED REPORTING PERIOD ENDORSEMENT

This endorsement modifies insurance provided under the following:

BLOOD BANKS PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)
DIAGNOSTIC TESTING LABORATORIES PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)
HOSPITAL PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)

R E V I S E D

SCHEDULE

Premium: $
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

~~(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)~~

A. An Extended Reporting Period is provided, as described in Section **V** – Extended Reporting Periods.

B. A Supplemental Aggregate Limit, as set forth in Paragraph **C.** below, applies to any "claim" that is first made during the Extended Reporting Period. The Supplemental Aggregate Limit is equal to the dollar amount of the Aggregate Limit entered on the Declarations at the inception of the policy period or as amended thereafter by endorsement, if any.

C. Paragraph **2.** of **Section III – Limits Of Insurance** is replaced by the following:

2. The Aggregate Limit is the most we will pay for the sum of all damages because of injury. However, the Aggregate Limit does not apply to damages because of injury from any "claim" which is first made during the Extended Reporting Period.

The Supplemental Aggregate Limit is the most we will pay for the sum of all damages because of injury from any "claim" which is first made during the Extended Reporting Period.

D. The following subparagraph is added to Paragraph **4., Other Insurance** under **Section IV – Conditions:**

4. Other Insurance

b. Excess Insurance

When coverage is provided under an Extended Reporting Period, this insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after the Extended Reporting Period begins.

E. This endorsement will not take effect unless the additional premium for it is paid when due. If that premium is paid when due, this endorsement may not be canceled.

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POLICY NUMBER:

MEDICAL PROFESSIONAL LIABILITY
PR DS 01 09 08

PHYSICIANS, SURGEONS AND DENTISTS PROFESSIONAL LIABILITY DECLARATIONS

Company Name:
Producer Name:
Named Insured:
Mailing Address:

Policy Period	
From:	
To:	at 12:01 AM standard time at your mailing address shown above

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Coverage A	Limits Of Insurance
Each Medical Incident Limit	$
Individual Professional Liability Aggregate Limit ~~(Coverage A)~~	$
Coverage B	**Limits Of Insurance**
Each Business Entity Incident Limit	$
Partnership, Limited Liability Company, Association Or Corporation Professional Liability Aggregate Limit ~~(Coverage B)~~	$

Retroactive Date (PR 00 02 Only)
This insurance does not apply to injury arising out of a "medical incident" or "business entity incident" which occurs before the Retroactive Date, if any, shown below.
Retroactive Date (Enter date or "None" if no Retroactive Date applies.):

R E V I S E D

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Description Of Business		
Form Of Business:		
☐ Individual	☐ Partnership	☐ Joint Venture
☐ Limited Liability Company	☐ Organization, including a corporation (but not including a partnership, joint venture or limited liability company)	

Classification And Code	
Classification:	Code No.:

Premium		
Premium Base	Rate	Advance Premium
$	$	$
	State Tax Or Other (If Applicable):	$
	Total Premium (Subject To Audit):	$
Premium Shown Is Payable:	At Inception:	$
	At Each Anniversary:	$
	(If Policy Period Is More Than One Year And Premium Is Paid In Annual Installments)	
Audit Period (If Applicable)	☐ Annually ☐ Semiannually ☐ Quarterly ☐ Monthly	

Endorsements
Endorsements Attached To This Policy:

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

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Countersignature Of Authorized Representative	
Name: **Title:** **Signature:** **Date:**	
~~Endorsement Effective:~~	~~Countersigned By:~~
~~Named Insured:~~	~~(Authorized Representative)~~

NOTE

OFFICERS' FACSIMILE SIGNATURES MAY BE INSERTED HERE, ON THE POLICY COVER OR ELSEWHERE AT THE COMPANY'S OPTION.

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POLICY NUMBER:

MEDICAL PROFESSIONAL LIABILITY
PR DS 02 09 08

HOSPITAL PROFESSIONAL LIABILITY DECLARATIONS

Company Name:
Producer Name:
Named Insured:
Mailing Address:

Policy Period	
From:	
To:	at 12:01 AM standard time at your mailing address shown above

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Limits Of Insurance	
Each Medical Incident Limit:	$
Aggregate Limit:	$

Retroactive Date (PR 00 04 Only)
This insurance does not apply to injury arising out of a "medical incident" which occurs before the Retroactive Date, if any, shown below.
Retroactive Date (Enter date or "None" if no Retroactive Date applies.):

Description Of Business		
Form Of Business:		
☐ **Individual**	☐ **Partnership**	☐ **Joint Venture**
☐ **Limited Liability Company**	☐ **Organization, including a corporation (but not including a partnership, joint venture or limited liability company)**	

R E V I S E D

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Premises You Own, Rent Or Occupy	
Location Number	Address Of All Premises You Own, Rent Or Occupy

Classification And Code	
Classification:	Code No.:

Premium		
Premium Base	Rate	Advance Premium
$	$	$

	State Tax Or Other (If Applicable):	$
	Total Premium (Subject To Audit):	$
Premium Shown Is Payable:	At Inception:	$
	At Each Anniversary:	$
	(If Policy Period Is More Than One Year And Premium Is Paid In Annual Installments)	

Audit Period (If Applicable) ☐ Annually ☐ Semiannually ☐ Quarterly ☐ Monthly

Endorsements
Endorsements Attached To This Policy:

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

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Countersignature Of Authorized Representative	
Name: **Title:** **Signature:** **Date:**	
~~Endorsement Effective:~~	~~Countersigned By:~~
~~Named Insured:~~	~~(Authorized Representative)~~

NOTE

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Page 276

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POLICY NUMBER:

MEDICAL PROFESSIONAL LIABILITY
PR DS 03 09 08

ALLIED HEALTH CARE PROVIDERS PROFESSIONAL LIABILITY DECLARATIONS

Company Name:
Producer Name:
Named Insured:
Mailing Address:

Policy Period	
From:	
To:	at 12:01 AM standard time at your mailing address shown above

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Coverage A	**Limits Of Insurance**
Each Medical Incident Limit	$
Individual Professional Liability Aggregate Limit ~~(Coverage A)~~	$
Coverage B	**Limits Of Insurance**
Each Business Entity Incident Limit	$
Partnership, Limited Liability Company, Association Or Corporation Professional Liability Aggregate Limit ~~(Coverage B)~~	$

Retroactive Date (PR 00 06 Only)
This insurance does not apply to injury arising out of a "medical incident" or "business entity incident" which occurs before the Retroactive Date, if any, shown below.
Retroactive Date (Enter date or "None" if no Retroactive Date applies.):

R E V I S E D

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Description Of Business		
Form Of Business:		
☐ Individual	☐ Partnership	☐ Joint Venture
☐ Limited Liability Company	☐ Organization, including a corporation (but not including a partnership, joint venture or limited liability company)	

Classification And Code	
Classification:	Code No.:

Premium		
Premium Base	Rate	Advance Premium
$	$	$
	State Tax Or Other (If Applicable):	$
	Total Premium (Subject To Audit):	$
Premium Shown Is Payable:	At Inception:	$
	At Each Anniversary:	$
	(If Policy Period Is More Than One Year And Premium Is Paid In Annual Installments)	
Audit Period (If Applicable)	☐ Annually ☐ Semiannually ☐ Quarterly ☐ Monthly	

Endorsements
Endorsements Attached To This Policy:

REVISED

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

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Countersignature Of Authorized Representative	
Name: **Title:** **Signature:** **Date:**	
~~Endorsement Effective:~~	~~Countersigned By:~~
~~Named Insured:~~	~~(Authorized Representative)~~

NOTE

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BLOOD BANKS PROFESSIONAL LIABILITY DECLARATIONS

Company Name:
Producer Name:
Named Insured:
Mailing Address:

Policy Period	
From:	
To:	at 12:01 AM standard time at your mailing address shown above

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Limits Of Insurance	
Each Medical Incident Limit:	**$**
Aggregate Limit:	**$**

Retroactive Date (PR 00 08 Only)

This insurance does not apply to injury arising out of a "medical incident" which occurs before the Retroactive Date, if any, shown below.

Retroactive Date (Enter date or "None" if no Retroactive Date applies.):

Description Of Business

Form Of Business:

☐ **Individual** ☐ **Partnership** ☐ **Joint Venture**

☐ **Limited Liability Company** ☐ **Organization, including a corporation (but not including a partnership, joint venture or limited liability company)**

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Premises You Own, Rent Or Occupy	
Location Number	Address Of All Premises You Own, Rent Or Occupy

Classification And Code	
Classification:	Code No.:

Premium		
Premium Base	Rate	Advance Premium
$	$	$

	State Tax Or Other (If Applicable):	$
	Total Premium (Subject To Audit):	$
Premium Shown Is Payable:	At Inception:	$
	At Each Anniversary:	$
	(If Policy Period Is More Than One Year And Premium Is Paid In Annual Installments)	

Audit Period (If Applicable) ☐ Annually ☐ Semiannually ☐ Quarterly ☐ Monthly

Endorsements
Endorsements Attached To This Policy:

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

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Countersignature Of Authorized Representative	
Name: **Title:** **Signature:** **Date:**	
~~Endorsement Effective:~~	~~Countersigned By:~~
~~Named Insured:~~	~~(Authorized Representative)~~

NOTE

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POLICY NUMBER:

MEDICAL PROFESSIONAL LIABILITY
PR DS 05 09 08

DIAGNOSTIC TESTING LABORATORIES PROFESSIONAL LIABILITY DECLARATIONS

Company Name:
Producer Name:
Named Insured:
Mailing Address:

Policy Period	
From:	
To:	at 12:01 AM standard time at your mailing address shown above

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Limits Of Insurance	
Each Laboratory Incident Limit:	**$**
Aggregate Limit:	**$**

Retroactive Date (PR 00 10 Only)

This insurance does not apply to injury arising out of a "laboratory incident" which occurs before the Retroactive Date, if any, shown below.

Retroactive Date (Enter date or "None" if no Retroactive Date applies.):

Description Of Business

Form Of Business:

☐ **Individual** ☐ **Partnership** ☐ **Joint Venture**

☐ **Limited Liability Company** ☐ **Organization, including a corporation (but not including a partnership, joint venture or limited liability company)**

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R E V I S E D

Premises You Own, Rent Or Occupy	
Location Number	Address Of All Premises You Own, Rent Or Occupy

Classification And Code	
Classification:	Code No.:

Premium		
Premium Base	Rate	Advance Premium
$	$	$
	State Tax Or Other (If Applicable):	$
	Total Premium (Subject To Audit):	$
Premium Shown Is Payable:	At Inception:	$
	At Each Anniversary:	$
	(If Policy Period Is More Than One Year And Premium Is Paid In Annual Installments)	
Audit Period (If Applicable)	☐ Annually ☐ Semiannually ☐ Quarterly ☐ Monthly	

Endorsements
Endorsements Attached To This Policy:

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THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

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Countersignature Of Authorized Representative	
Name: **Title:** **Signature:** **Date:**	
~~Endorsement Effective:~~	~~Countersigned By:~~
~~Named Insured:~~	~~(Authorized Representative)~~

NOTE

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POLICY NUMBER:

MEDICAL PROFESSIONAL LIABILITY
PR DS 06 09 08

OPTOMETRISTS PROFESSIONAL LIABILITY DECLARATIONS

Company Name:
Producer Name:
Named Insured:
Mailing Address:

Policy Period	
From:	
To:	at 12:01 AM standard time at your mailing address shown above

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Coverage A	Limits Of Insurance
Each Optometric Incident Limit	$
Individual Professional Liability Aggregate Limit ~~(Coverage A)~~	$
Coverage B	**Limits Of Insurance**
Each Business Entity Incident Limit	$
Partnership, Limited Liability Company, Association Or Corporation Professional Liability Aggregate Limit ~~(Coverage B)~~	$

Retroactive Date (PR 00 12 Only)
This insurance does not apply to injury arising out of an "optometric incident" or "business entity incident" which occurs before the Retroactive Date, if any, shown below.
Retroactive Date (Enter date or "None" if no Retroactive Date applies.):

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Description Of Business		
Form Of Business:		
☐ Individual	☐ Partnership	☐ Joint Venture
☐ Limited Liability Company	☐ Organization, including a corporation (but not including a partnership, joint venture or limited liability company)	

Classification And Code	
Classification:	Code No.:

Premium		
Premium Base	Rate	Advance Premium
$	$	$
	State Tax Or Other (If Applicable):	$
	Total Premium (Subject To Audit):	$
Premium Shown Is Payable:	At Inception:	$
	At Each Anniversary:	$
	(If Policy Period Is More Than One Year And Premium Is Paid In Annual Installments)	
Audit Period (If Applicable)	☐ Annually ☐ Semiannually ☐ Quarterly ☐ Monthly	

Endorsements
Endorsements Attached To This Policy:

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THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

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Countersignature Of Authorized Representative	
Name: **Title:** **Signature:** **Date:**	
~~Endorsement Effective:~~	~~Countersigned By:~~
~~Named Insured:~~	~~(Authorized Representative)~~

NOTE

OFFICERS' FACSIMILE SIGNATURES MAY BE INSERTED HERE, ON THE POLICY COVER OR ELSEWHERE AT THE COMPANY'S OPTION.

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Page

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VETERINARIANS PROFESSIONAL LIABILITY DECLARATIONS

Company Name:
Producer Name:
Named Insured:
Mailing Address:

Policy Period	
From:	
To:	at 12:01 AM standard time at your mailing address shown above

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Coverage A	Limits Of Insurance
Each Veterinary Incident Limit	$
Individual Professional Liability Aggregate Limit ~~(Coverage A)~~	$
Coverage B	**Limits Of Insurance**
Each Business Entity Incident Limit	$
Partnership, Limited Liability Company, Association Or Corporation Professional Liability Aggregate Limit ~~(Coverage B)~~	$

Retroactive Date (PR 00 14 Only)
This insurance does not apply to injury arising out of a "veterinary incident" or "business entity incident" which occurs before the Retroactive Date, if any, shown below.
Retroactive Date (Enter date or "None" if no Retroactive Date applies.):

REVISED

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Description Of Business
Form Of Business: ☐ Individual ☐ Partnership ☐ Joint Venture ☐ Limited Liability Company ☐ Organization, including a corporation (but not including a partnership, joint venture or limited liability company)

Classification And Code	
Classification:	Code No.:

Premium		
Premium Base	Rate	Advance Premium
$	$	$
	State Tax Or Other (If Applicable):	$
	Total Premium (Subject To Audit):	$
Premium Shown Is Payable:	At Inception:	$
	At Each Anniversary:	$
	(If Policy Period Is More Than One Year And Premium Is Paid In Annual Installments)	
Audit Period (If Applicable)	☐ Annually ☐ Semiannually ☐ Quarterly ☐ Monthly	

Endorsements
Endorsements Attached To This Policy:

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

REVISED

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Countersignature Of Authorized Representative	
Name: **Title:** **Signature:** **Date:**	
~~Endorsement Effective:~~	~~Countersigned By:~~
~~Named Insured:~~	(Authorized Representative)

NOTE

OFFICERS' FACSIMILE SIGNATURES MAY BE INSERTED HERE, ON THE POLICY COVER OR ELSEWHERE AT THE COMPANY'S OPTION.

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office 501-371-2808

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office 501-371-2808

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Arkansas Insurance Department
3rd and Cross Streets
Little Rock, AR 72201
fax 501-371-2748
office 501-371-2808

This email is intended for the recipient only. If you are not the intended recipient please disregard, and do not use the information for any purpose.

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Arkansas Insurance Department
3rd and Cross Streets
Little Rock, AR 72201
fax 501-371-2748
office 501-371-2808

This email is intended for the recipient only. If you are not the intended recipient please disregard, and do not use the information for any purpose.

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Park

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code, through my director, Legal and Administration.

Please let me know if ISO wishes to amend, or withdraw or provide input into this matter.

Thanks, Edith

This email is intended for the recipient only. If you are not the intended recipient please disregard, and do not use the information for any purpose.

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