



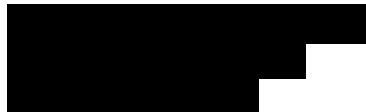
Lloyd's Certificate

This Insurance is effected with certain Underwriters at Lloyd's, London.

This Certificate is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the office of the said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

The Insured is requested to read this Certificate, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

All inquiries regarding this Certificate should be addressed to the following Correspondent:



CERTIFICATE PROVISIONS

1. **Signature Required.** This Certificate shall not be valid unless signed by the Correspondent on the attached Declaration Page.
2. **Correspondent Not Insurer.** The Correspondent is not an Insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Insurers hereunder are those Underwriters at Lloyd's, London whose syndicate numbers can be ascertained as hereinbefore set forth. As used in this Certificate "Underwriters" shall be deemed to include incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London.
3. **Cancellation.** If this Certificate provides for cancellation and this Certificate is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.
4. **Service of Suit.** It is agreed that in the event of the failure of Underwriters to pay any amount claimed to be due hereunder, Underwriters, at the request of the Insured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon the firm or person named in item 8 of the attached Declaration Page, and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.
 The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon request of the Insured to give a written undertaking to the Insured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.
 Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-mentioned as the person to whom the said officer is authorized to mail such process or a true copy thereof.
5. **Assignment.** This Certificate shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.
6. **Attached Conditions Incorporated.** This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.
7. **Short Rate Cancellation.** If the attached provisions provide for cancellation, the table below will be used to calculate the short rate proportion of the premium when applicable under the terms of cancellation.

Short Rate Cancellation Table For Term of One Year.

Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium
1	5%	66 - 69	29%	154 - 156	53%	256 - 260	77%
2	6	70 - 73	30	157 - 160	54	261 - 264	78
3 - 4	7	74 - 76	31	161 - 164	55	265 - 269	79
5 - 6	8	77 - 80	32	165 - 167	56	270 - 273 (9 mos)	80
7 - 8	9	81 - 83	33	168 - 171	57	274 - 278	81
9 - 10	10	84 - 87	34	172 - 175	58	279 - 282	82
11 - 12	11	88 - 91 (3 mos)	35	176 - 178	59	283 - 287	83
13 - 14	12	92 - 94	36	179 - 182 (6 mos)	60	288 - 291	84
15 - 16	13	95 - 98	37	183 - 187	61	292 - 296	85
17 - 18	14	99 - 102	38	188 - 191	62	297 - 301	86
19 - 20	15	103 - 105	39	192 - 196	63	302 - 305 (10 mos)	87
21 - 22	16	106 - 109	40	197 - 200	64	306 - 310	88
23 - 25	17	110 - 113	41	201 - 205	65	311 - 314	89
26 - 29	18	114 - 116	42	206 - 209	66	315 - 319	90
30 - 32 (1 mos)	19	117 - 120	43	210 - 214 (7 mos)	67	320 - 323	91
33 - 36	20	121 - 124 (4 mos)	44	215 - 218	68	324 - 328	92
37 - 40	21	125 - 127	45	219 - 223	69	329 - 332	93
41 - 43	22	128 - 131	46	224 - 228	70	333 - 337 (11 mos)	94
44 - 47	23	132 - 135	47	229 - 232	71	338 - 342	95
48 - 51	24	136 - 138	48	233 - 237	72	343 - 346	96
52 - 54	25	139 - 142	49	238 - 241	73	347 - 351	97
55 - 58	26	143 - 146	50	242 - 246 (8 mos)	74	352 - 355	98
59 - 62 (2 mos)	27	147 - 149	51	247 - 250	75	356 - 360	99
63 - 65	28	150 - 153 (5 mos)	52	251 - 255	76	361 - 365 (12 mos)	100

Rules applicable to insurance with terms less than or more than one year:

- A. If insurance has been in force for one year or less, apply the short rate table for annual insurance to the full annual premium determined as for insurance written for a term of one year.
- B. If insurance has been in force for more than one year:
 1. Determine full annual premium as for insurance written for a term of one year.
 2. Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the policy was originally written.
 3. Add premium produced in accordance with items (1) and (2) to obtain earned premium during full period insurance has been in force.

MINIMUM EARNED PREMIUM

Minimum Policy Premium

Section 1 - Professional Liability
Section 2 – General Liability

This endorsement sets forth the minimum earned premium for the Policy.

It is hereby agreed that in the event of cancellation of this policy by the insured, or for non payment within the first 90 days of the policy period, the minimum earned premium for the Policy is twenty-five percent (25%) of the total Policy premium including any premium adjustment by endorsements. Policy fees are fully earned.

All other terms and conditions of this policy remain unchanged.



Authorized Representative

**THIS IS A LONG TERM CARE POLICY FOR COVERAGE WITH
HISCOX SYNDICATE 3624 AT LLOYD'S OF LONDON**

ATTACHING TO AND FORMING PART OF POLICY:

PRINCIPAL CONTACTS ARE:

IF YOU HAVE A QUESTION ON YOUR COVERAGE, PLEASE CONTACT US OR YOUR BROKER.

THIS IS A **CLAIMS MADE AND REPORTED** POLICY. COVERAGE IS ONLY PROVIDED FOR **CLAIMS** WHICH ARE BOTH: (1) FIRST MADE AGAINST THE **INSURED** DURING THE **POLICY PERIOD** OR ANY APPLICABLE EXTENDED REPORTING PERIOD; AND (2) REPORTED TO UNDERWRITERS AS SOON AS PRACTICABLE, BUT NOT MORE THAN 30 DAYS AFTER EXPIRATION OF THE **POLICY PERIOD** OR AFTER THE EXPIRATION OF ANY APPLICABLE EXTENDED REPORTING PERIOD. A REPORTING WINDOW SHALL NOT EXTEND THE POLICY, AND IT IS ONLY INTENDED FOR THE REPORTING OF **CLAIMS** MADE WITHIN THE ORIGINAL POLICY. COVERAGE IS ONLY PROVIDED FOR **CLAIMS** ARISING FROM **PROFESSIONAL SERVICES** WHICH WERE RENDERED OR **GENERAL LIABILITY INCIDENTS** WHICH OCCURRED SUBSEQUENT TO THE RETROACTIVE DATE AND PRIOR TO THE EXPIRATION OF THE **POLICY PERIOD**.

This Policy is divided into two coverage Sections, Professional Liability (Section 1) and General Liability (Section 2). The following Insuring Agreements, Conditions, Definitions and Exclusions apply to both Sections and, unless noted otherwise, any Endorsements to this Policy.

In consideration of the payment of the premium and the Deductible, and in reliance upon the representations in the **Insured's** completed and signed application and any materials submitted therewith, and subject to the Insuring Agreements, Conditions, Definitions and Exclusions of this Policy, Underwriters agree with the **Insured** as detailed henceforth.



LONG TERM CARE INSURANCE POLICY DECLARATIONS PAGE

THIS IS A CLAIMS MADE AND REPORTED POLICY. PLEASE READ IT CAREFULLY.

COVERAGE IS PROVIDED BY:
CERTAIN UNDERWRITERS AT LLOYD'S

POLICY NUMBER:
RENEWAL OF: New

THIS POLICY APPLIES ONLY TO THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED AND REPORTED IN WRITING TO THE COMPANY DURING THE POLICY PERIOD. PLEASE REVIEW THIS POLICY CAREFULLY.

- ITEM 1. A. NAMED INSURED:
- B. PRINCIPAL ADDRESS:
- C. DESCRIPTION OF OPERATION:

- ITEM 2. LIMITS OF LIABILITY:
 - 1. PROFESSIONAL LIABILITY:
 - \$ Each Claim
 - \$ Aggregate
 - \$ Deductible each Claim

- 2. GENERAL LIABILITY:
 - \$ Each Claim
 - \$ Aggregate
(Products/Completed Ops included in above)
 - \$ Personal Injury & Advertising Injury
 - \$ Fire Damage Limit
 - \$ Medical Expense Limit
 - \$ Deductible Each Claim

ITEM 3. POLICY PERIOD: FROM: TO
(12:01 A.M. AT THE PRINCIPAL ADDRESS OF THE NAMED INSURED)

ITEM 4. CLAIMS REPORTING:

ITEM 5. RETROACTIVE DATE:

ITEM 6. PREMIUM:	US\$	Professional & General Liability
	US\$	Policy Fee
	US\$	Total





ITEM 7. Service of Suit may be made upon:



ITEM 8. In the event of a claim under the insurance described in this Certificate, please notify the following:



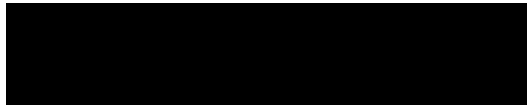
ITEM 9. SCHEDULE OF LOCATIONS:

ITEM 10. SCHEDULE OF ADDITIONAL INSUREDS:

ITEM 11. FORMS ATTACHED HERETO AND SPECIAL CONDITIONS:

- NMA1331 Cancellation Clause
- NMA1256 Nuclear Incident Exclusion
- NMA1477 Radioactive Contamination Exclusion
- NMA464 War and Civil War Exclusion
- LMA5020 Service of Suit
- LSW1001 Several Liability Notice
- LMA5218 TRIA Election
- GHL025 Minimum Earned Premium
- GHL128 Physical & Sexual Abuse sublimit
- GHL300.CA California Cancellation Clause

THESE DECLARATIONS, TOGETHER WITH THE POLICY CONDITIONS, COVERAGE PART, FORM(S) AND ANY ENDORSEMENT(S), ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.



Authorized Representative

Signed this day of 2015



INSURING AGREEMENTS

1. COVERAGE - CLAIMS MADE AND REPORTED

Section 1 - Professional Liability

Subject to the Limit of Liability of this Policy, Underwriters agree to pay those sums in excess of the Self Insured Retention that the **Insured** becomes legally obligated to pay as **Damages** as a result of a **Claim** which is both first made against the **Insured** during the **Policy Period** (or any applicable extended reporting period) and reported to Underwriters as soon as practicable (but not more than 30 days after the expiration of the **Policy Period** or after the expiration of any applicable extended reporting period) and which results from a **Professional Liability Incident** to which this Policy applies. In the event a **Claim** is reported to Underwriters within 30 days after the expiration of the **Policy Period** or during any applicable extended reporting period, the **Claim** shall be deemed to have been reported on the last day of the **Policy Period**.

Section 2 - General Liability

Subject to the Limit of Liability of this Policy, Underwriters agree to pay those sums in excess of the Self Insured Retention that the **Insured** becomes legally obligated to pay as **Damages** as a result of a **Claim** which is both first made against the **Insured** during the **Policy Period** (or any applicable extended reporting period) and reported to Underwriters as soon as practicable (but not more than 30 days after the expiration of the **Policy Period** or after the expiration of any applicable extended reporting period) and which results from a **General Liability Incident** to which this Policy applies. In the event a **Claim** is reported to Underwriters within 30 days after the expiration of the **Policy Period** or during any applicable extended reporting period, the **Claim** shall be deemed to have been reported on the last day of the **Policy Period**.

Section 2 of this Policy only applies to **Personal Injury** if caused by an offense arising out of the conduct of the **Insured's** business, excluding advertising, publishing, broadcasting or telecasting done by, or for the benefit of, the **Insured**.

Section 2 of this Policy only applies to **Advertising Injury** if caused by an offense committed in the course of advertising the **Insured's Professional Services** as a healthcare provider.

2. DEFENSE, SETTLEMENT, INVESTIGATION

Underwriters have the right and duty to defend any **Claim** against the **Insured** seeking **Damages** which are payable under the terms of this Policy, even if any of the allegations of the **Claim** are groundless, false or fraudulent. Underwriters have the right, in their sole discretion, to effect any settlement they deem prudent.

Underwriters shall not be obligated to defend any **Claim** or make any payment after the applicable Limit of Liability of this Policy has been exhausted by the payment of **Damages** or **Defense Expenses** or both.

If the **Insured** refuses to consent to a settlement or compromise recommended by Underwriters and elects to contest or continue to contest a **Claim**, Underwriters' liability shall not exceed the amount for which they would have been liable if the **Claim** had been settled when and as recommended, and Underwriters shall have the right to withdraw from further defense of the **Claim** by tendering control of the defense thereof to the **Insured**.

3. TERRITORY

With regard to Professional Liability (Section 1), this Policy shall apply to **Claims** first brought against the **Insured** in the United States of America as a result of **Professional Services** provided anywhere in the world.

With regard to General Liability (Section 2), this Policy shall apply to **Claims** first brought against the **Insured** in the United States of America as a result of **General Liability Incidents** which occur in:

- A. The United States of America (including its territories and possessions);

- B. International waters or airspace, provided the **General Liability Incidents** occur in the course of travel or transportation to or from any place included in 3 (A) above; or
- C. All parts of the world if the **Bodily Injury** or **Property Damage** arises out of the activities of a person whose permanent home is in the territory described in 3 (A) above, but who is away for a short time on the **Insured's** business.

4. LIMIT OF LIABILITY

The Each **Claim** Limit of Liability stated in the Declarations is the total limit applicable for all **Damages** or **Defense Expenses** or both arising out of any one **Professional Liability Incident** or **General Liability Incident**, regardless of the number of **Claims** made or the number of **Insureds** against whom **Claims** are made.

The Combined Policy Aggregate Limit of Liability stated in the Declarations is the total limit applicable for all **Damages** or **Defense Expenses** or both arising out of all **Claims** made during the **Policy Period** (including any applicable extended reporting period) regardless of the number of **Claims** made or the number of **Insureds** against whom **Claims** are made. The Combined Policy Aggregate Limit of Liability stated in Item 3.B of the Declarations is shared by both the Professional Liability (Section 1) and the General Liability (Section 2) sections of the Policy.

5. DEDUCTIBLE

Underwriters shall only be liable in excess of the Deductible specified in Item 2 of the Declarations of this Policy. This applies separately to each claimant within a **Claim** resulting from a **Professional Liability Incident** or **General Liability Incident** and it applies to all **Damages** or **Defense Expenses** or both arising out of the **Claim**. The **Insured** shall be responsible for the deductible amount shown in the Declarations. Expenses incurred by Underwriters in investigating and defending claims are included in the deductible. The deductible applies to each **Professional Liability Incident** or **General Liability Incident**. Underwriters may pay all or part of the deductible to settle a claim. The **Insured** agrees to repay Underwriters promptly, and no less than 30 days after the request has been received by The **Insured**. Failure to do so may prejudice coverage under this policy.

6. APPLICATION OF POLICY

This Policy only applies to **Professional Liability Incidents** and **General Liability Incidents** which occur subsequent to the **Retroactive Date** and prior to the expiration of the **Policy Period**, and regarding which a **Claim** is first made against the **Insured** during the **Policy Period** (or any applicable extended reporting period) and reported to Underwriters as soon as practicable (but not more than 30 days after the expiration of the **Policy Period** or after the expiration of any applicable extended reporting period).

All **Claims** arising out of the same **Professional Liability Incident** or **General Liability Incident** shall be treated as a single **Claim** and considered as having been made at the time the first related **Claim** was made. The inclusion of more than one **Insured** or the making of **Claims** by or on behalf of more than one person or organization shall not operate to increase Underwriters' Limit of Liability. All related **Claims** shall be subject to the Limits of Liability applicable to the **Policy Period** in which the first of all such related **Claims** was reported. No **Claim** can qualify as resulting from both a **Professional Liability Incident** and a **General Liability Incident** under this Policy, and no **Claim** can trigger multiple Limits of Liability under this Policy.

7. CURRENCY & PAYMENT OF PREMIUMS & CLAIMS

The premium and **Claim** payments under this Policy are payable in United States dollars.

CONDITIONS

1. **INSURED'S DUTIES IN THE EVENT OF A CLAIM OR POTENTIAL CLAIM**

As a condition precedent to the protection afforded by this Policy:

- A. The **Insured** shall as soon as practicable (but not later than 30 days after the expiration date of the **Policy Period** or after the expiration of any applicable extended reporting period), give emailed notice to the Underwriters, through the individual or entity referenced in Item 8 of the Declarations, of every **Claim** first made against the **Insured** during the **Policy Period** (or any applicable extended reporting period) as a result of any **Professional Liability Incident** or **General Liability Incident** which occurred after the **Retroactive Date** and prior to the expiration of the **Policy Period**.
- B. If during the **Policy Period** the **Insured** first becomes aware of any act, error, omission, accident, incident or loss that could reasonably be the basis for a **Claim**, the **Insured** must give emailed notice to the Underwriters through the individual or entity referenced in Item 8 of the Declarations as soon as practicable during the **Policy Period**. Any subsequent **Claim** made against the **Insured** shall be deemed to have been made at the time notice was first given to the Underwriters.

2. **ASSISTANCE AND COOPERATION**

The **Insured** must not act in any manner after a **Professional Liability Incident** or **General Liability Incident** to prejudice Underwriters' rights.

The **Insured** shall cooperate with Underwriters and their representatives in all investigations and, upon Underwriters' request, shall assist in the making of settlements and in the conduct of any **Claim** and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Insured** with respect to any **Claim** which is or may be covered under this Policy. The **Insured** shall attend all hearings and trials and will assist in obtaining witnesses and securing and giving evidence.

In the event any payment is made under this Policy, Underwriters will be subrogated to all of the **Insured's** rights of recovery against any person or organization; the **Insured** will execute documents and do whatever else is necessary to secure such rights.

The **Insured** shall not admit liability, assume any obligation, waive any right, settle any **Claim**, make any payment or incur any **Defense Expenses** without the prior written consent of Underwriters. Underwriters shall not be liable for any payments made or **Defense Expenses** incurred by or on behalf of the **Insured** prior to written notice of **Claim** being received by them through the entity designated in Item 5 of the Declarations.

3. **OTHER INSURANCE**

If other valid and collectible insurance is available to the **Insured** covering a **Claim** also covered by this Policy, this Policy shall be in excess of and shall not contribute with such other insurance. Notwithstanding any "other insurance" or "contribution" provision contained in any other valid and collectible insurance available to the **Insured**, this Other Insurance Condition 3 is controlling, and Underwriters shall not make any payments under this Policy until the limits of the **Insured's** other valid and collectible insurance have been exhausted. Subject to the preceding, the coverage afforded hereunder is in excess of and shall not contribute with any other valid and collectible insurance which has been specifically contracted for by the **Insured** or another under any Policy in which the **Insured** is a Named or Additional **Insured**. Nothing herein shall be construed to make this Policy subject to the terms, definitions, conditions and limitations of any other insurance.

4. **GOVERNING LAW AND DISPUTE RESOLUTION**

A. **Governing law**

This Policy shall be governed by the laws of the State of New York.

B. Arbitration

Any dispute between the parties arising out of or in connection with this Policy, including its formation and validity shall be finally and fully determined in Bermuda under the provisions of The Bermuda International Conciliation and Arbitration Act 1993 (exclusive of the Conciliation Part of such Act) and any statutory modifications or amendments thereto, for the time being in force, by a Board composed of three arbitrators to be selected for each controversy as follows:

Any party to the dispute may, once a claim or demand on his part has been denied or remains unsatisfied for a period of 20 calendar days by any other, notify the others in writing of its demand for arbitration of the matter in dispute, and at the time of such notification the party demanding arbitration shall notify any other party or parties of the name of the arbitrator selected by it. Any party or parties who have been notified shall within 30 calendar days thereafter select an arbitrator and notify the party demanding arbitration of the name of such second arbitrator. If the party or parties notified of a demand for arbitration shall fail or refuse to nominate the second arbitrator within 30 calendar days following the receipt of such notification, the party who first served notice of a demand for arbitration may, within an additional period of 30 calendar days, request a judge of a court of competent jurisdiction in Bermuda to appoint a second arbitrator and in such a case the arbitrator appointed by such a judge shall be deemed to have been nominated by the party or parties who failed to select the second arbitrator. The two arbitrators, chosen as above provided, shall within 30 calendar days after the appointment of the second arbitrator choose a third arbitrator. In the event of the failure of the first two arbitrators to agree on a third arbitrator within said 30 calendar day period, any of the parties may within a period of 30 calendar days thereafter, after notice to the other party or parties, request a judge of a court of competent jurisdiction in Bermuda to appoint a third arbitrator, and in such case the person so appointed shall be deemed and shall act as the third arbitrator. Upon acceptance of the appointment by said third arbitrator, the Board of Arbitration for the controversy in question shall be deemed fixed.

The Board of Arbitration shall fix, by a notice in writing to the parties involved, a reasonable time and place for the arbitration hearing and may in such written notice or at the time of the commencement of the hearing, prescribe reasonable rules and regulations governing the course and conduct of the hearing including without limitation, document and deposition discovery by the parties.

The Board shall, within 90 calendar days following the conclusion of the hearing, render its written decision on the matter or matters in controversy and shall cause a copy thereof to be served on all the parties thereto. In case the Board fails to reach a unanimous decision, the decision of the majority of the members of the Board shall be deemed to be the decision of the Board, and the same shall be final and binding on the parties thereto. Such decision shall be a complete defence to any attempted appeal or litigation of such decision. Judgment upon the arbitration award may be entered in any court of competent jurisdiction.

Each party shall bear the costs of its own arbitrator, and all costs of the third arbitrator and of the arbitration shall be borne equally by the parties.

This Policy shall be construed in accordance with the substantive laws of the State of New York (with the exception of: (a) the procedural law of Bermuda, (b) insofar as such laws are inconsistent with any express provisions of this contract); provided, however, that, notwithstanding any legal principles to the contrary, the warranties, terms, conditions, exclusions and limitations of this contract are to be construed in an even handed fashion between the **Insured** and the Underwriters.

Without limitation, where the language of this Policy is deemed to be ambiguous or otherwise unclear, the issues shall be resolved in the manner most consistent with the warranties, terms, conditions, exclusions and limitations viewed as a whole without regard to authorship of the language, without any presumption or arbitrary interpretation or construction in favour of either the **Insured** or the Underwriters and without reference to the "reasonable expectations" of either party or to parole or other extrinsic evidence.

This Clause remains valid, should the Policy be void.

C. **Service of suit**

This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in Condition 4.B, Arbitration. This Clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to Condition 4.B Arbitration for resolving disputes arising out of this contract of insurance.

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the **Insured**, will submit to the jurisdiction of a Court of competent jurisdiction within the United States of America. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States of America, to remove an action to a United States of America District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States of America or of any State in the United States of America.

It is further agreed that service of process in such suit may be made upon the entity designated in Item 9 of the Declarations and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the **Insured** to give a written undertaking to the **Insured** that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States OF America which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the **Insured** or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

D. **Legal action against Underwriters**

No person or organization has the right under this Policy:

- i) to join Underwriters or their representatives as a party or otherwise bring Underwriters or their representatives into any proceeding seeking **Damages** from any **Insured**; or
- ii) to file suit or any other proceeding against Underwriters unless there has been full compliance with all of the terms of this Policy.

5. **FALSE OR FRAUDULENT CLAIMS**

If the **Insured** gives notice of any **Claim** knowing the same to be false or fraudulent, as to amount or otherwise, this Policy shall become void and all rights hereunder shall be forfeited by the **Insured**.

6. **INSPECTION AND AUDIT**

Underwriters and their representatives shall be permitted, but not obligated, to inspect the **Insured's** property, operations and books or records at any time. Neither Underwriters' and their representatives' right to make inspections nor the making thereof or any report thereon shall constitute an undertaking on behalf of or for the benefit of the **Insured** to determine or warrant that such property or operations are safe or healthful or are in compliance with any law, rule or regulation.

Underwriters and their representatives may examine and audit the **Insured's** books and records at any time during the **Policy Period** (and any applicable extended reporting period), and any extensions thereof, for as long as either party remains under any liability hereunder.

7. CHANGES

The terms of this Policy shall not be waived or changed except by endorsement duly executed by Underwriters and issued to form a part of this Policy.

8. ASSIGNMENT

No assignment of interest under this Policy shall be valid except by endorsement duly executed by Underwriters and issued to form a part of this Policy.

9. APPLICATION

By acceptance of this Policy, the **Insured** agrees that the statements in the application and any materials submitted therewith are his/her representations, that such representations are accurate and complete, that such representations are material to the risk undertaken by Underwriters and that this Policy is issued and continued in force in reliance upon the truth of such representations.

10. NOTICE OF CANCELLATION

In the event of non-payment of premium by the **Insured**, this Policy will terminate automatically effective from the inception date shown in the Declarations.

This Policy may also be cancelled by Underwriters after the inception date by mailing to the **Insured**, at the address shown in the Declarations, written notice stating when, not less than 30 days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by Underwriters shall be sufficient proof of notice and the coverage provided by this Policy shall end on the effective date and hour of cancellation as stated in the notice. Mailing of such written notice either by the **Insured** or by Underwriters shall be equivalent to delivery.

If the Underwriters cancel this Policy in accordance with the paragraph immediately above, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

11. EXTENDED REPORTING PERIOD

Underwriters shall compute and have the right to receive, additional premium applicable to any extended reporting period they agree to provide, which shall be fully earned the last day the original agreement was in force. Underwriters shall also have the right to set all terms and conditions applicable to the extended reporting period including, but not limited to, determining any underlying insurance/self insured retention and the duration.

This shall be computed at the request of the **Insured** at the policy termination, and no later than 30 days from the end of the policy.

DEFINITIONS

1. **Advertising Injury** means:

an injury caused by any of the following offenses in the advertising of the **Insured's Professional Services** as a healthcare provider:

- A. libel or slander;
- B. written or spoken material made public which violates an individual's right of privacy or belittles the product or work of others;
- C. unauthorized taking of advertising ideas or style of doing business; or
- D. infringement of copyright, title or slogan.

2. Auto means:

a land motor vehicle, trailer or semi trailer designed primarily for travel on public roads, including any attached machinery or equipment. **Auto** does not include "Mobile Equipment", which is defined to mean any of the following types of land vehicles and any machinery or equipment attached thereto:

- 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 the **Insured** owns or rents;
- C. vehicles that travel on crawler treads;
- D. vehicles, whether self-propelled or not, that are maintained primarily to provide mobility to permanently mounted:
 - i) power cranes, shovels, loaders, diggers or drills; or
 - ii) road construction or resurfacing equipment such as graders, scrapers or rollers;
- E. Vehicles not described in 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:
 - i) air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - ii) cherry pickers and similar devices used to raise or lower workers;
- F. Vehicles not described in A, B, C or D above, that are maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered **Autos**:
 - i) Equipment designed primarily for:
 - (a) snow removal;
 - (b) road maintenance, but not construction or resurfacing;
 - (c) street cleaning;
 - ii) cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - iii) air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

3. Bodily Injury means:

physical injury, sickness, disease, mental anguish, mental injury or emotional distress, including death at any time resulting therefrom.

4. Claim means:

any demand for **Damages** or services first made, in writing, against the **Insured** during the **Policy Period**, or during any applicable extended reporting period, including any claim for punitive or exemplary damages, where insurable by law.

5. Damages means:

a compensatory settlement, award or judgment which the **Insured** becomes legally obligated to pay. **Damages** includes pre-judgment interest. **Damages** do not include:

- A. **Defense Expenses;**
- B. damages which are a multiple of compensatory damages, whether punitive, exemplary or not
- C. the return or restitution of fees, compensation, profits, charges and/or expenses paid to the **Insured** for services rendered; or
- D. judgments or awards deemed uninsurable by law.

6. Defense Expenses means:

all expenses incurred in defending a **Claim**, all costs taxed against the **Insured** in any suit and all post-judgment interest which accrues on the entire amount of the judgment before Underwriters have paid or tendered or deposited in court that part of the judgment which does not exceed the applicable Limit of Liability of this Policy; but shall not include premiums on appeal bonds or loss of earnings.

Defense Expenses do not include any amounts incurred after the Each **Claim** Limit or the Combined Policy Aggregate Limit is exhausted by payment of **Damages** or **Defense Expenses** or both.

7. General Liability Incident means:

an accident which results in **Bodily Injury** or **Property Damage** or a loss which results in **Personal Injury** or **Advertising Injury**, neither expected or intended from the standpoint of the **Insured**. All **Bodily Injury** or **Property Damage** resulting from continuous or repeated exposure to substantially the same general conditions shall be considered the result of one **General Liability Incident**, regardless of the number of locations, claimants or **Insureds** involved.

8. Impaired Property means tangible property, other than the **Insured's Products** or the **Insured's Work**, that cannot be used or is less useful because:

- A. it incorporates the **Insured's Products** or the **Insured's Work** that is known or thought to be defective, deficient, inadequate or dangerous; or
- B. the **Insured** has failed to fulfill the terms of a contract or agreement, if such property can be restored to use by:
 - i) the repair, replacement, adjustment or removal of the **Insured's Products** or the **Insured's Work**; or
 - ii) the **Insured's** fulfilling the terms of the contract or agreement.

9. Insured means:

- A. the Named **Insured**, being the entity designated in Item 1.A of the Declarations. The Named **Insured** shall also include, until such time as they may be sold or otherwise disposed of or become unaffiliated with the Named **Insured**:
 - i) any additional **Insureds** added by endorsement to this Policy;
 - ii) any subsidiary or owned or controlled companies of the Named **Insured** as are in existence at the inception date of this Policy;
 - iii) any subsidiary or owned or controlled company of the Named **Insured** created or acquired subsequent to the inception date of this Policy, but coverage hereunder will not apply:
 - (a) to any **Claims** arising from **Professional Services** which were rendered or **General Liability Incidents** which occurred prior to the date of such creation or acquisition; and

(b) for a period greater than thirty days from the date of such creation or acquisition. However, if the Named **Insured** shall give Underwriters notice of any such created or acquired subsidiary or owned or controlled company within the aforesaid period of thirty days and the Named **Insured** shall:

1. pay any additional premium, and
2. accept such terms

as may be required by Underwriters, then this Policy shall continue to apply to such subsidiary or owned or controlled company.

- B. any employee, student, preceptor or tutor of the **Insured**, but only while acting within the scope of their duties as such;
- C. any member or partner of a joint venture or partnership specifically designated in the Declarations, but only with respect to such member's or partner's liability arising within the scope of their duties within such designated joint venture or partnership;
- D. any executive officer, member of the board of directors, trustees or governors of the **Insured**, but only while acting within the scope of their duties as such;
- E. any volunteer of the **Insured**, but only while acting within the scope of their duties as such;
- F. any member of a formal accreditation, standards review or similar professional board or committee of the Named **Insured**, or any employee charged with the duty of executing the directives of such professional board or committee, or any employee communicating information to such professional board or committee; but only while the member or employee is acting within the scope of their duties as such;
- G. any Government Authority, funding source or Institution, but only in respect of liability arising out of the operations of the **Insured** and upon the specific request of such Government Authority, funding source or Institution;
- H. any person or entity to whom the **Insured** is contractually obligated in writing to provide such coverage as is afforded by this Policy, provided that the written contract has been executed prior to the date of any **Professional Liability Incident** or **General Liability Incident**;
- I. any person or organization having proper temporary custody of the **Insured's** property due to the **Insured's** death, but only:
 - (i) with respect to liability arising out of the maintenance or use of that property;
 - (ii) until the **Insured's** legal representative has been appointed.
- J. the **Insured's** legal representative if the **Insured** dies, but only with respect to their duties as such. That representative will assume both the **Insured's** rights and duties under this Policy.

10. Insured Contract means:

- A. a lease of premises;
- B. a sidetrack agreement;
- C. an easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
- D. any other easement agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

- E. an indemnification of a municipality as required by ordinance, except in connection with work for a municipality;
- F. an elevator maintenance agreement;
- G. a lease of equipment;
- H. a service agreement; or
- I. that part of any other written contract or agreement pertaining to the **Insured's** business under which the **Insured** assumes the tort liability of another to pay **Damages** because of **Bodily Injury** or **Property Damage** to a third person or organization, if the contract or agreement is made prior to the **Bodily Injury** or **Property Damage**. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

An **Insured Contract** does not include that part of any contract or agreement:

- (i) that indemnifies any person or organization for damage by fire to premises rented or loaned to the **Insured**; or
- (ii) that relates to a project for a public authority, but this exclusion does not apply to a **Claim** by the public authority or any other person or organization engaged in the project.

11. The Insured's Products means:

- A. any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - i) the **Insured**;
 - ii) others trading under the **Insured's** name; and
 - iii) a person or organization whose business or assets the **Insured** have acquired;
- B. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

The **Insured's Products** include warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in 11A and B above.

The **Insured's Products** do not include vending machines or other property rented to or located for the use of others but not sold.

12. The Insured's Work means:

- A. work or operations performed by the **Insured** or on the **Insured's** behalf; and
- B. materials, parts or equipment furnished in connection with such work or operations.

The **Insured's Work** includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in 12A or B above.

13. Loading or Unloading means the handling of property:

- A. after it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or **Auto**;
- B. while it is in or on an aircraft, watercraft or **Auto**; or

C. while it is being moved from an aircraft, watercraft or **Auto** to the place where it is finally delivered;

but **Loading** or **Unloading** does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or **Auto**.

14. Personal Injury means:

injury, other than **Bodily Injury**, caused by any of the following:

- A. false arrest, detention or imprisonment;
- B. malicious prosecution;
- C. wrongful entry or wrongful eviction;
- D. libel or slander; or
- E. written or spoken material made public which violates an individual's right of privacy.

15. Policy Period means:

the period from the inception date specified in Item 3 of the Declarations to the expiration date specified in Item 3 of the Declarations, or any other termination date effected in accordance with the terms of this Policy. Despite the activation of an extended reporting period, this Policy will not provide coverage for any **Professional Liability Incident** or **General Liability Incident** that occurs after the expiration of the **Policy Period**.

16. Pollutants means:

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

17. A. Products-Completed Operations Hazard includes all **Bodily Injury** and **Property Damage** occurring away from premises the **Insured** owns or rents and arising out of the **Insured's Products** or the **Insured's Work** except:

- i) products that are still in the **Insured's** physical possession; or
- ii) work that has not yet been completed or abandoned.

B. The Insured's Work will be deemed completed at the earliest of the following times:

- i) when all of the work called for in the **Insured's** contract has been completed;
- ii) when all of the work to be done at a job site has been completed if the **Insured's** contract calls for work at more than one site; or
- iii) when that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

C. This hazard does not include **Bodily Injury** or **Property Damage** arising out of:

- i) the transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the **Loading** or **Unloading** of it;
- ii) the existence of tools, installed equipment or abandoned or unused materials.

18. Professional Liability Incident means:

any act, error or omission in the rendering of, or failure to render, **Professional Services** by the **Insured**. All related acts, errors or omissions in the rendering of, or failure to render, **Professional Services** to any one client, resident or patient shall be considered as resulting from the same **Professional Liability Incident**. If a **Professional Liability Incident** arises from a series of related medical services, such **Professional Liability Incident** will be deemed to have happened at the time of the first act, error or omission in respect of which the **Insured** may be legally obligated to pay **Damages**.

19. Professional Services means:

services performed by the **Insured** in the treatment and/or care of any client, resident or patient, and shall include:

- A. medical, surgical, counseling, therapeutic or other professional healthcare services provided to any person;
- B. the furnishing of medical or surgical supplies and appliances, medication, blood and blood products and food and beverages in connection with such services;
- C. healthcare education and training conducted by the **Insured** which results in **Bodily Injury** caused or alleged to have been caused by a deficiency or defect in the education or training of any person; and
- D. healthcare research and development conducted by the **Insured** which results in **Bodily Injury** caused or alleged to have been caused by a deficiency or defect in the conduct or the reported results of such research or development.

20. Property Damage means:

physical injury to or physical destruction of tangible property, including all resulting loss of use of such property.

21. Retroactive Date means:

the date stated in Item 5 of the Declarations.

EXCLUSIONS

This Policy does not apply to any **Claim** arising out of, based upon, relating to or involving:

1. Any Professional Liability Incident or General Liability Incident which:

- A. happened prior to the **Retroactive Date** or after the expiration of the **Policy Period**;
- B. resulted in a claim that was first made against the **Insured** after expiration of the **Policy Period** (or any applicable extended reporting period) or was reported to Underwriters more than 30 days after expiration of the **Policy Period** (or after the expiration of any applicable extended reporting period);
- C. was reported or should have been reported to any program of insurance or self-insurance in effect prior to the inception date of this Policy; or
- D. is covered under any program of insurance or self-insurance in effect prior to the inception date of this Policy.

2. Bodily Injury or Property Damage or Personal Injury or Advertising Injury reasonably expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **Bodily Injury** that is a reasonably expected consequence of appropriate treatment or resulted from the use of reasonable force to protect persons or property.

3. Any dishonest, unlawful, criminal, fraudulent or malicious act, error or omission by any **Insured**, including the willful violation of any law, statute or ordinance committed by or with knowledge of any **Insured**.
4. The transfer of a patient in violation of any statute or regulation restricting patient transfers or regulating the circumstances under which patient transfers may be effected.
5. The alteration, modification, loss, damage or destruction of records or medical records.
6. Discrimination, humiliation, harassment or misconduct based on age, race, creed, color, gender, sexual preference, disability, national origin, physical or mental disability, illness or positive test for communicable diseases.
7. Any obligation of any **Insured** under any workers' compensation, unemployment compensation or disability benefits law or any similar law.
8. Any dispute between a present or former or prospective employee or any candidate or applicant for employment and any **Insured** with regard to the employment or prospective employment relationship, the termination or deprivation of that relationship or such **Insured's** provision or termination or deprivation of employee benefits, including **Claims** for wrongful termination, deprivation of a career opportunity, harassment, libel, slander or discrimination or any other **Claim** arising as a result of the employment or non-employment of any person by the **Insured**.
9. Any **Claim** made by any **Insured** against any other **Insured** under this Policy, but this Exclusion shall not apply to **Bodily Injury** suffered by an **Insured** as a recipient of **Professional Services** rendered, or which fail to be rendered, by another **Insured**.
10. Any **Claim** brought by or on behalf of any individual who is receiving, or has received, **Professional Services** from the **Insured** against any other individual who is receiving, or has received, **Professional Services** from the **Insured**.
11. Any student, preceptor or tutor working or volunteering outside of the scope of their duties with the named **Insured**. This could mean moonlighting, training, either participating in or giving of external tutoring.
12. Any disciplinary proceedings, including any proceeding by an administrative, regulatory or disciplinary official, board or agency to investigate professional misconduct in the performance of or failure to perform **Professional Services**.
13. The rendering or failure to render **Professional Services** in any state or country while the **Insured's** license to operate in that state or country is under suspension or has been restricted, revoked, surrendered or otherwise terminated.
14. **Bodily Injury** for which any **Insured** may be held liable by reason of:
 - A. causing or contributing to the intoxication of any person;
 - B. furnishing alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
 - C. any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.
15. **Bodily Injury** arising out of corporal punishment by the **Insured**.
16. Any liability of the **Insured** based in whole or in part on breach of promise, contract, warranty, implied warranty or misrepresentation, including any guarantees of the results of the **Insured's Professional Services**.
17. Any vicarious liability of the **Insured** for an individual who is not also an **Insured**.
18. **Bodily Injury** or **Property Damage** arising out of athletic or sporting events sponsored by the **Insured** except those events which are directly related to the treatment or care of the **Insured's** clients, residents or

patients and which are limited to participation by the **Insured's** clients, residents, patients, employees and volunteers.

19. The **Insured's** actual or alleged involvement in any:
- A. anti-trust law violation;
 - B. agreement or conspiracy to restrain trade or compete unfairly;
 - C. infringement of trademark, trade name, patent, copyright or other intellectual property rights; or
 - D. price-fixing.
20. **Bodily Injury** or **Property Damage** due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.
21. **Bodily Injury** or **Property Damage** due to an act of terrorism. For the purposes of this exclusion, an "act of terrorism" means an act, including but not limited to the use of force or violence and/or the threat thereof, by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes, including the intention to influence any government and/or put the public, or any section of the public, in fear.
22. **Damages** claimed for any loss, cost or expense incurred by the **Insured** or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal, destruction or disposal of:
- A. The **Insured's Products**;
 - B. The **Insured's Work**; or
 - C. **Impaired Property**;
- If such product, work or property is withdrawn or recalled from the market or from use by any **Insured** or any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.
23. **Property Damage** to any **Insured's Products**.
24. With respect to the Professional Liability (Section 1) portion of this Policy, any **Advertising Injury, Personal Injury or Property Damage**.
25. **Bodily Injury** or **Property Damage** 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**:
- A. assumed in a contract or agreement that is an **Insured Contract** provided the **Bodily Injury** or **Property Damage** occurs subsequent to the execution of the contract or agreement; or
 - B. that the **Insured** would have at law in the absence of the contract or agreement.
26. The **Products-Completed Operations Hazard**.
27. **Property Damage** to any **Insured's Work** arising out of it or any part of it and included in the **Products-Completed Operations Hazard**.
- This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on any **Insured's** behalf by a subcontractor.
28. **Property Damage** to property that has not been physically injured, arising from:
- A. a defect, deficiency, inadequacy or dangerous condition in any **Insured's Products** or **Insured's Work**;
or

- B. a delay or failure by any **Insured** or anyone acting on any **Insured's** behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to or physical destruction of any **Insured's Products** or any **Insured's Work** after it has been put to its intended use.

29. Property Damage to:

- A. property owned, rented or occupied by any **Insured**;
- B. premises sold or abandoned by any **Insured**;
- C. property loaned to any **Insured**;
- D. property in the care, custody or control of any **Insured**;
- E. property on which any **Insured** or any contractors or subcontractors working directly or indirectly on behalf of any **Insured** are performing operations, if the **Property Damage** arises out of those operations; or
- F. property that must be restored, repaired or replaced because work was incorrectly performed by any **Insured**.

Paragraph B of this exclusion does not apply if the premises are any **Insured's Work** and were never occupied, rented or held for rental by any **Insured** hereunder.

Paragraphs C, D, E & F of this exclusion do not apply to liability assumed under a side-track agreement.

30. Personal Injury or Advertising Injury:

- A. arising out of oral or written publication of material, if done by or at the direction of any **Insured** with knowledge of its falsity;
- B. arising out of oral or written publication of materials whose first publication took place before the beginning of the **Policy Period**;
- C. arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the **Insured**; or
- D. for which the **Insured** has assumed liability in a contract or agreement. This exclusion does not apply to liability for **Damages** that the **Insured** would have at law in the absence of the contract or agreement.

31. Advertising injury arising out of:

- A. breach of contract, other than misappropriation of advertising ideas under contract
- B. the failure of goods, products or services to conform with advertised quality or performance;
- C. the wrong description of the price of goods, products or services; or
- D. an offense committed by an **Insured** whose business is advertising, broadcasting, publishing or telecasting.

32. Bodily Injury or Property Damage related to the ownership, maintenance, use or entrustment to others of any aircraft, **Auto** or watercraft owned or operated by or rented or loaned to any **Insured**. Use includes operation and **Loading** or **Unloading**.

33. Bodily Injury or Property Damage arising out of:

- A. the transportation of Mobile Equipment by an **Auto** owned or operated by or rented or loaned to any **Insured**; or
 - B. the use of Mobile Equipment in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.
34. A. **Bodily Injury** or **Property Damage** arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or **Pollutants** into or upon land, the atmosphere or any water course or body of water, whether above or below ground. It is understood and agreed that the intent and effect of this exclusion is to delete from any and all coverages afforded by this Policy any **Claim**, action, judgment, liability, settlement, defense or expenses (including any loss, cost or expense arising out of any governmental direction or request that the **Insured** or any other party test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**) in any way arising out of such actual or threatened discharge, dispersal, release or escape whether such results from the **Insured's** activities or the activities of others and whether or not such is sudden or gradual and whether or not such is accidental, intended, foreseeable, expected, fortuitous or inevitable, and wherever such occurs; or
- B. **Bodily Injury** or **Property Damage** arising out of any governmental direction or request that the **Insured** or any other party test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**.
35. **Bodily Injury** or **Property Damage** resulting from exposure to or the manifestation, release, dispersal, seepage, migration, discharge, appearance, presence, reproduction or growth of mold, mildew, spores, mycotoxins, fungi, organic pathogens or other micro organisms of any type, nature or description. This **Policy** expressly excludes:
- A. any cost, expense or charge to test, monitor, clean up, remediate, remove, contain, treat, detoxify, neutralize, rehabilitate or in any way respond to or assess the affects of mold, mildew, spores, mycotoxins, fungi, organic pathogens or other micro organisms of any type, nature or description; and
 - B. any costs, expense, charge, fine or penalty, incurred, sustained or imposed by order, direction, request or agreement of any court, governmental agency or any civil, public or military authority.
- With respect to this exclusion, the term "organic pathogens" means any organic irritant or contaminant, including but not limited to mold, fungus, bacteria, virus or their byproducts such as mycotoxins, mildew or biogenic aerosol. "Organic pathogens" include but are not limited to Aspergillus, Penicillium, Stachybotrys Chartarum, Stachybotrys Atra, Trichodema and Fusarium Memnoniella.
36. **Bodily Injury** or **Property Damage** arising out of asbestos or asbestos containing materials including but not limited to:
- A. inhaling, ingesting or physical exposure to asbestos or goods or products containing asbestos; or
 - B. the use of asbestos in constructing or manufacturing any goods, products or structures;
 - C. the removal of asbestos from any goods, products or structures; or the manufacture, encapsulation, transportation, storage, handling, distribution, sale, application, mining, consumption or disposal of asbestos or goods or products containing asbestos; or
 - D. any governmental direction or request that the **Insured** or any other party, test for, monitor, clean up, remove, contain, treat, detoxify or neutralize asbestos or asbestos containing products.
37. **Bodily Injury** or **Property Damage** arising out of lead paint including but not limited to:
- A. inhaling, ingesting or physical exposure to lead paint or goods or products containing lead paint; or
 - B. the use of lead paint in constructing or manufacturing any goods, products or structures;
 - C. the removal of lead paint from any goods, products or structures; or

- D. the manufacture, encapsulation, transportation, storage, handling, distribution, sale, application, consumption or disposal of lead paint or goods or products containing lead paint; or
- E. any governmental direction or request that the **Insured** or any other party, test for, monitor, clean up, remove, contain, treat, detoxify or neutralize lead paint or materials containing lead paint.

38. **Bodily Injury** arising out of silica, crystalline silica or resulting in silicosis.

39. A. The **Insured's** liability:

- i) with respect to which an **Insured** under this Policy is also an **Insured** under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an **Insured** under any such Policy but for its termination upon exhaustion of its limit of liability; or
- ii) resulting from the hazardous properties of nuclear material and with respect to which:
 - (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
 - (b) the **Insured** is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. The **Insured's** liability for:

- i) the nuclear material:
 - (a) at any nuclear facility owned by, or operated by or on behalf of the **Insured**; or
 - (b) discharged or dispersed therefrom;
- ii) the nuclear material contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of the **Insured**;
- iii) liability arising out of the furnishing by the **Insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion 40 B. applies only to injury to or destruction of property at such nuclear facility.

C. For the purposes of this exclusion:

- i) "Hazardous Properties" includes radioactive, toxic or explosive properties;
- ii) "Nuclear Material" means source material, special nuclear material or by-product material;
- iii) "Source Material", "Special Nuclear Material" and "By-Product Material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- iv) "Spent Fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
- v) "Waste" means any waste material:
 - (a) containing by-product material; and
 - (b) resulting from the operation by any person or organization of any nuclear facility included within the definition of "Nuclear Facility" under paragraph (i) or (ii) thereof;

- vi) "Nuclear Facility" means:
- (a) any nuclear reactor;
 - (b) any equipment or device designed or used for:
 - i separating the isotopes of uranium or plutonium;
 - ii processing or utilizing spent fuel; or
 - iii handling, processing or packaging waste;
 - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the **Insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste;
- and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; and
- vii) "Nuclear Reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "Injury" or "Destruction" includes all forms of radioactive contamination of property.

SERVICE OF SUIT CLAUSE (U.S.A.)

This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in any Arbitration provision within this Policy. This Clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration provision for resolving disputes arising out of this contract of insurance (or reinsurance).

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the **Insured** (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon Mendes & Mount and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the **Insured** (or Reinsured) to give a written undertaking to the **Insured** (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the **Insured** (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

All other terms and conditions of this policy remain unchanged.



Authorized Representative

**U.S. Terrorism Risk Insurance Act of 2002 as amended
New & Renewal Business Endorsement**

This Endorsement is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended, as summarized in the disclosure notice.

It is hereby noted and agreed with effect from inception that the Terrorism exclusion to which this Insurance is subject, shall not apply to any "insured loss" directly resulting from any "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA").


The coverage afforded by this Endorsement is only in respect of any "insured loss" of the type insured by this Insurance directly resulting from an "act of terrorism" as defined in TRIA. The coverage provided by this Endorsement shall expire at 12:00 midnight December 31, 2020, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates. The Terrorism exclusion, to which this Insurance is subject, applies in full force and effect to any other losses and any act or events that are not included in said definition of "act of terrorism".

This Endorsement only affects the Terrorism exclusion to which this Insurance is subject. All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

Furthermore the Underwriter(s) will not be liable for any amounts for which they are not responsible under the terms of TRIA (including subsequent action of Congress pursuant to the Act) due to the application of any clause which results in a cap on the Underwriter's liability for payment for terrorism losses.

*Form approved by Lloyd's Market Association

All other terms and conditions of this policy remain unchanged.



Authorized Representative

CANCELLATION CLAUSE

NOTWITHSTANDING anything contained in this Insurance to the contrary this Insurance may be cancelled by the Insured at any time by written notice or by surrendering of this Contract of Insurance. This Insurance may also be cancelled by or on behalf of the Underwriters by delivering to the Insured or by mailing to the Insured, by registered, certified or other first class mail, at the Insured's address as shown in this Insurance, written notice stating when, not less than 30 days thereafter, the cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and this Insurance shall terminate at the date and hour specified in such notice.

If this Insurance shall be cancelled by the Insured the Underwriters shall retain the customary short rate proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriters shall receive the Earned Premium hereon or the customary short rate proportion of any Minimum Premium stipulated herein whichever is the greater.

If this Insurance shall be cancelled by or on behalf of the Underwriters the Underwriters shall retain the pro rata proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriters shall receive the Earned Premium hereon or the pro rata proportion of any Minimum Premium stipulated herein whichever is the greater.

Payment or tender of any Unearned Premium by the Underwriters shall not be a condition precedent to the effectiveness of Cancellation but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

All other terms and conditions of this policy remain unchanged.



Authorized Representative

WAR AND CIVIL WAR EXCLUSION CLAUSE

(Approved by Lloyd's Underwriters' Fire and Non Marine Association)

Notwithstanding anything to the contrary contained herein this Policy does not cover Loss or **Damage** directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or **damage** to property by or under the order of any government or public or local authority.

All other terms and conditions of this policy otherwise remain unchanged.


Authorized Representative

NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD) (U.S.A.)

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability),

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause-Liability-Direct (Limited) applies.

This Policy* does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
 - (a) with respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or by-product material; "source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing by-product material and (2)

resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means:

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

* NOTE: As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

All other terms and conditions of this policy otherwise remain unchanged.


Authorized Representative

SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

All other terms and conditions of this policy otherwise remain unchanged.


Authorized Representative

PHYSICAL & SEXUAL ABUSE ENDORSEMENT

ADDITIONAL DECLARATIONS

1. Limits of Liability:
 - \$1,000,000 Each "Physical and Sexual Abuse Claim"
 - \$3,000,000 Aggregate Limit of Liability for all "Physical and Sexual Abuse Claims"
2. Deductible: \$1,000 Each "Physical and Sexual Abuse Claim"
3. Retroactive Date: as stated on Declarations Page

For the purposes of this Endorsement, the following is added with respect to Claims involving "Physical and Sexual Abuse Claim".

I. INSURING AGREEMENT

- A. Subject to the Limits of Liability and Deductible specified in this Endorsement, the Company agrees to pay those sums that the **Insured** becomes legally obligated to pay as **Damages** on account of any "Physical and Sexual Abuse Claim" first made against the **Insured** during the **Policy Period** (or any applicable **extended reporting period**) and reported to the Company immediately arising out of:
 1. Any incident resulting in allegations of:
 - Negligent;
 - Employment;
 - Investigation;
 - Supervision;
 - Reporting to the proper authorities, or failure to report; or
 - Retention;of a person for whom the **Insured** is legally responsible.
- B. This Endorsement shall only apply if the physical and sexual abuse:
 1. is the result of an incident which takes place on or after the Retroactive Date specified in this Endorsement and prior to the expiration of the **Policy Period**.
- C. For the purposes of this Endorsement, "Physical and Sexual Abuse Claim" means any Claim arising out of physical and sexual abuse.

II. LIMITS OF LIABILITY

- A. The Each physical and sexual abuse claim Limit of Liability stated in the Additional Declarations above is the total limit applicable for all **Damages** or **defense expense** or both arising out of any one physical and sexual abuse Claim regardless of the number of Claims made or the number of **Insureds** against whom Claims are made. The Aggregate Limit of Liability for all "Physical and Sexual Abuse Claims" stated in the Additional Declarations above is the total limit applicable for all **Damages** or **defense expense** or both arising out of all physical and sexual abuse Claims made during the **policy period** (including any applicable Extended Reporting Period) regardless of the number of Claims made or the number of **Insureds** against whom Claims are made. For physical and sexual abuse Claims arising out of an incident, both the Each "Physical and Sexual Abuse Claim"

Limit of Liability and the Aggregate Limit of Liability for all "Physical and Sexual Abuse Claims" are subject to Section 2. General Liability Aggregate Limit of Liability shown in the Declarations.

- B. All Claims arising from continuous, related or repeated physical and sexual abuse against any Individual shall constitute one physical and sexual abuse Claim.
- C. All Claims arising from continuous, related or repeated physical and sexual abuse involving any person or people acting in concert, for whom the **insured** is legally responsible, shall constitute one "Physical and Sexual Abuse Claim". The Limits of Liability in effect when the first Claim is made against the **insured** shall apply to all such Claims.

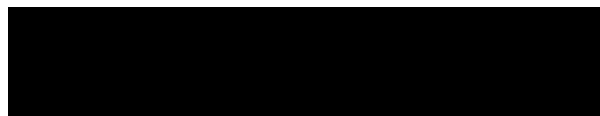
III. EXCLUSIONS

The Endorsement shall not apply and coverage under the Policy shall not be provided to any individual who:

- A. Engaged in or is alleged to have engaged in physical and sexual abuse;
- B. Knowingly failed to prevent any physical and sexual abuse; or
- C. Intentionally neglected to notify the proper authorities of any physical and sexual abuse.

SPECIMEN

All other terms and conditions of this policy remain unchanged.



Authorized Representative

REPORTING AND CLAIMS HANDLING CONDITION

It is a condition of the **Insured's** right to indemnity under this Policy that the Insured comply with the claims reporting and handling requirements of this Policy.

1. **Notice**

(A) Loss Summaries Bordereau

Subject always to the terms, Declarations, Insuring Agreements, Definitions, Exclusions, this Reporting and Claims Handling Condition and Other Conditions of this Policy, to effect coverage under this Policy in respect of any **claim** written notice of such **claim** should be sent by email, during the period of this Policy, but in no event later than 30 after the expiration date of this Policy.

Notice of such **claims** or incidents that might give rise to a **claim** should be sent to the individual designated in Item 8 of the Declarations.

The **Insured** shall submit a supplemental Loss Summaries Bordereau to Underwriters' Representative annually thereafter, reflecting new information, or the lack thereof, until all liability under this Policy has been satisfied.

If the **Insured** have exercised their right to the Extended Reporting Period, then such written notice must be sent prior to the expiration of such Extended Reporting Period.

In the event that such written notice is sent, within such period of 30 days after the expiration date of this Policy, or during the Extended Reporting Period, such notice shall be deemed to have been sent on the last day of the period of this Policy.

(B) Individual Loss Advice Forms

In addition to the written notice of any such **claim**, as specified in the preceding paragraphs, the **Insured** shall promptly submit to Underwriters' Representative detailed written information regarding each **claim** that meets one or more of the criteria specified on the attached Long Term Care Loss Advice Form.

LONG TERM CARE LOSS ADVICE FORM

I. INSURED DATA

Name: _____
Business Name and Address: _____
Telephone Number: _____
Cellular Number: _____
Fax Number: _____
E-mail Address: _____

II. PATIENT DATA

Patient Name: _____
Age / Date of Birth: _____
Sex: _____
Length of Residency: _____
Any Existing Medical Conditions: _____
Relationship with family: _____
Date of treatment or incident(s): _____
Location(s) of treatment or incident: _____
Nature of treatment provided: _____

III. BASIS FOR REPORTING

- Unexpected outcome or death
 - Suspected Physical or Sexual abuse or allegations of the same
 - Serious fall
 - Burn or serious fire
 - Complaint involving an ulcer or death post ulcer
 - Unexpected occurrence
 - Missing resident
 - Resident/family grievance
 - Medical record request (please enclose)
 - Written demand for compensation (please enclose)
 - Notice of Intent (please enclose)
 - Lawsuit (please enclose) Date served: _____
 - Other (please specify)
- _____

IV. INCIDENT NARRATIVE

Please provide a detailed description of the incident, including dates/times and the identities of all other healthcare providers involved. Please attach additional papers as needed.

SPECIMEN

LLOYD'S

One Lime Street London EC3M 7HA