

ALLIED HEALTHCARE PROVIDERS PROFESSIONAL AND SUPPLEMENTAL LIABILITY INSURANCE POLICY

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 Insured shown in the Declarations, and any other person or organization qualifying as an Insured under this Policy. The words "we," "us" and "our" refer to the insurance company shown in the Declarations (a stock insurance company, herein called the "Company.")

SECTION I – COVERAGE

A. ALLIED HEALTHCARE PROVIDERS PROFESSIONAL AND SUPPLEMENTAL LIABILITY

1. INSURING AGREEMENT

a. Coverage A – Professional Liability

(1) INDIVIDUAL COVERAGE

The Company will pay on behalf of the **Insured** those sums that the **Insured** becomes legally obligated to pay as **Damages** because of a **Professional Incident** that occurs during the policy period. The **Professional Incident** must result from the practice of the profession shown in the Declarations. This includes services performed by the **Insured** as a member of a credentialing group or utilization review panel, as a case management reviewer or clinical evaluator, or as a member of a board or committee of a hospital or professional society where similar services are performed by the **Insured**.

(2) ASSOCIATION, PARTNERSHIP OR CORPORATION COVERAGE

The Company will pay on behalf of the **Insured** those sums that the **Insured** becomes legally obligated to pay as **Damages** because of a **Professional Incident** that occurs during the policy period. The **Professional Incident** must result from the practice of the profession shown in the Declarations.

b. Coverage B – Supplemental Liability

(1) BODILY INJURY and PROPERTY DAMAGE COVERAGE

The Company will pay on behalf of the **Insured** those sums that the **Insured** becomes legally obligated to pay as **Damages**, other than those for which coverage is provided under Coverage A, for Bodily Injury or Property Damage that occurs during the policy period. It must result from a **Professional Incident** that arises out of the profession shown in the Declarations.

(2) PERSONAL INJURY COVERAGE

The Company will pay on behalf of the **Insured** those sums that the **Insured** becomes legally obligated to pay as **Damages**, other than those for which coverage is provided under Coverage A, for **Personal Injury** that occurs during the policy period and that arises out of the profession described in the Declarations.

2. EXCLUSIONS

This insurance does not apply to **Claims** or **Suits** for **Damages**:

- a. arising out of any occupation, business, profession, or personal activity other than the profession specified in the Declarations;
- b. resulting from any actual or alleged breach of 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. you have as a proprietor, owner, superintendent, director, partner, manager, administrator or executive officer of any hospital, nursing home, medical clinic, health maintenance organization, managed care facility, sanitarium, or any other facility with bed and board arrangements;
- d. arising out of 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**;
- e. arising out of the prescription, utilization, furnishing, or dispensing of drugs or medical, dental or nursing supplies or appliances, except as directed by a physician and in the normal practice as an **Insured**;
- f. arising out of intentional wrongful acts of the **Insured**;
- g. arising out of injury to any **Insured**, or any consequential injury to the spouse, child, parent, brother or sister of that **Insured**.

This exclusion applies:

- (1) whether the **Insured** may be liable as an employer or in any other capacity, and
 - (2) to any obligation to share **Damages** with or repay someone else who must pay **Damages** because of the injury;
- h. arising out of any obligation of the **Insured** under a workers compensation, disability benefits or unemployment compensation law or any similar law;
 - i. arising out of any **Claim** made by a person because of any:
 - (1) refusal to employ that person, or

- (2) termination of that person's employment, or
- (3) employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, sexual harassment, humiliation or discrimination directed at that person, or
- (4) arising out of actual or alleged discrimination.

This exclusion applies:

- (1) whether the **Insured** may be liable as an employer or in any other capacity, and
 - (2) to any obligation to share **Damages** with or repay someone else who must pay **Damages**;
- j. arising from **Advertising Injury** or **Personal Injury**.
However, this exclusion does not apply to **Personal Injury** when the offense arises out of a **Professional Incident** and the **Personal Injury** does not arise out of:
- (1) oral or written publication of material, if done by or at the direction of the **Insured** with knowledge of its falsity;
 - (2) oral or written publication of material, whose first publication took place before the beginning of the policy period, or
 - (3) the willful commission of a criminal act(s);
- k. arising out of damage to property:
- (1) owned, occupied or used by any **Insured**;
 - (2) rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by any **Insured**, or
 - (3) which is or was in the possession of any **Insured** or any person acting on behalf of any **Insured**, or
 - (4) that is real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are or were performing operations;
- l. arising out of any:
- (1) **Pollution Hazard**,
 - (2) **Nuclear Hazard**,
 - (3) **Asbestos Hazard**, or
 - (4) **Lead Hazard**;
- m. arising out of unfair competition or violation of any anti-trust laws;
- n. arising out of the inability or failure of the **Insured** or others to collect or pay money, including fee disputes and third party reimbursement disagreements;
- o. arising out of an **Insured** gaining any personal profit or advantage to which they are not legally entitled;
- p. arising out of liability under the Employment Retirement Income Security Act of 1974 (ERISA) and any amendments to that act, or any similar federal or state law;
- q. arising out of any criminal, dishonest, fraudulent or malicious act or omission. This exclusion does not apply to any **Insured** who did not:
- (1) personally participate in committing any such act, or
 - (2) remain passive after having personal knowledge of any such act or omission;
- r. arising out of any **Claim** made or **Suit** brought against an **Insured** by another **Insured**;
- s. arising out of sexual therapy, where sexual contact is used as a form of treatment thereof, or where any surrogate sexual therapy related to sexual dysfunction is employed;
- t. arising out of any business relationship or venture with any prior or current patient or relative of a prior or current patient of an **Insured**;
- u. physical abuse, sexual abuse or licentious, immoral or sexual behavior whether or not intended to lead to, or culminating in any sexual act, whether caused by, or at the instigation of, or at the direction of, or omission by any **Insured**. However, the Company will defend any civil **Suit** against an **Insured** seeking amounts that would be covered if this exclusion did not apply. In such case, the Company will only pay Fees, Costs and Expenses of such defense. Our duty to defend will cease upon admission of guilt by the **Insured**, or if the **Insured** is adjudicated guilty. We will have no obligation to appeal any such judgment or adjudication.
- v. any **Claim** arising from professional services that you provide when:
- (1) you are not properly licensed or certified by the laws of the state(s) in which you provide such services;
 - (2) such services are not authorized or permitted by the laws of the state(s) in which your professional services are provided.

B. SUPPLEMENTAL PAYMENTS

We will pay, with respect to any **Claim** or **Suit** we defend:

- 1. all expenses we incur including defense costs;
- 2. up to \$250 for the cost of bail bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds;
- 3. 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 \$500 a day because of time off from work subject to a maximum of \$15,000 for any **Claim** or **Suit**;

4. all costs taxed against the **Insured** in the **Suit**;
5. 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;
6. all interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

C. ADDITIONAL POLICY BENEFITS

1. DEPOSITION EXPENSE

We will pay for reasonable legal expenses incurred by an **Insured** for appearance at a deposition, to which the **Insured** is required to submit and that involves the professional occupation shown in the Declarations. No **Insured** will be reimbursed more than \$5,000 per **Professional Incident**. This benefit is subject to a limitation of \$15,000 per **Insured**.

2. STATE LICENSING BOARD INVESTIGATION EXPENSES

We will pay reasonable expenses that you incur resulting from an investigation or proceeding by a state licensing board or other regulatory body provided that the investigation or proceeding arises out of events which could result in **Claims** covered by this Policy. We will not be responsible for conducting such investigation or providing such defense. The maximum aggregate amount we will pay for this benefit is \$25,000.

3. MEDICAL EXPENSES

We will pay, regardless of fault, for necessary medical expenses incurred within a three (3) year period from the date of an accident arising out of professional services rendered by you. The most we will pay for medical expenses is \$2,500 per person subject to a \$25,000 aggregate in any single policy period. This coverage is provided on the condition that the injured person or someone on their behalf shall give us written proof of a claim for medical expenses, under oath if required. If we request, the injured person shall execute an authorization to enable us to obtain medical reports and copies of all records. The injured person will also submit to physical examinations by physicians selected by us. The examinations will be made when, and as often as, we may reasonably require. Payment by us to an injured person will not imply an admission of liability. Each payment will reduce the total amount payable for such bodily injury if liability is later established.

We will not pay under this extension of coverage for bodily injury:

- a. to any person included within the definition of an **Insured**.
- b. resulting from selling, serving or giving alcoholic beverages.
- c. to any person practicing, instructing, or participating in any physical training, sports, athletic activity or contest whether on a formal or informal basis.
- d. arising out of any medical, surgical, dental, X-Ray or other health service or treatment performed by you, including the dispensing of drugs, medical, dental, or surgical supplies, except as directed by a physician and in the normal practice as an **Insured**.

4. FIRST AID COVERAGE

We will pay up to \$2,500 for amounts which you voluntarily pay or incur for first aid rendered to others as a result of bodily injury covered by this policy. The first aid must be provided within a 48 hour period after the bodily injury occurs. This provision does not apply to payments or first aid rendered to any person defined as an **Insured** in this policy. The total amount payable for all first aid coverage shall not exceed \$2,500 for all first aid rendered during the policy period.

5. ASSAULT COVERAGE

We will pay for expenses you incur, up to \$5,000 for bodily injury to you or property damage to your personal property, other than your mode of transportation, resulting from an assault on you while traveling to and from your place of employment. This coverage is excess over any available insurance specifically written as primary insurance covering such bodily injury or property damage.

These payments are in addition to the applicable limits of liability.

SECTION II – WHO IS AN **INSURED**

Each of the following is an **Insured** under this Policy to the extent set forth below:

- A. if the **Insured** is an individual, the **Insured** so designated in the Declarations;
- B. if the **Insured** is a partnership, the partnership so designated in the Declarations and any partner thereof;
- C. if the **Insured** is a corporation, the corporation so designated in the Declarations, and any owner, officer, director, trustee, or stockholder thereof, and:
 1. any employee of the **Insured** but only for acts within the scope of his/her employment by the **Insured**, and
 2. any student in training or volunteer, but solely while such person is acting within the scope of his/her duties for, or on behalf of the **Insured**.

SECTION III – LIMITS OF INSURANCE

- A. The Limits of insurance shown in the Declarations and the provisions below define the most we will pay regardless of the number of:
1. **Insureds**;
 2. **Claims** made or **Suits** brought, or
 3. persons or organizations making **Claims** or bringing **Suits**.
- B. The Aggregate Limit is the most we will pay for all **Damages** to which this insurance applies.
- C. Subject to B. above, the Each Incident Limit is the most we will pay for the sum of all **Damages** arising out of the same **Professional Incident** to which this insurance applies. The Limits of Insurance apply separately to each policy period.
- D. If both Coverages A and B as shown in the Declarations apply to the same **Claim**, the Company's liability is limited as follows:
1. in no event will the Limits of Liability of Coverages A and B be added together, combined, or stacked to determine the applicable Limit of Liability;
 2. the total Limits of Liability under both Coverages A and B will not exceed the highest applicable limit of Coverage A or of Coverage B;
 3. the Company, in its sole discretion, will conclusively determine which coverage applies and in what proportion.

SECTION IV – CONDITIONS

A. YOUR AUTHORITY AND DUTIES

You agree to act on behalf of all **Insureds** with respect to cancellation, notice of any **Professional Incident**, **Claim** or **Suit**, payment or return of any premium, or consent to a **Claim** settlement that we recommend. Each **Insured**, by accepting this insurance, agrees to:

1. have you act for them in such matters, and
2. promptly notify you, in writing, of any **Professional Incident** which may result in a **Claim**, or any **Claim** or **Suit** brought against them.

B. DUTIES IN THE EVENT OF A **CLAIM** OR **SUIT**

1. You must promptly notify us in writing of a **Professional Incident** that may result in a **Claim**. To the extent possible, notice should include:
 - a. all available information about the circumstances concerning the **Professional Incident** including:
 - (1) how, when, and where it took place, and
 - (2) the names and addresses of any witnesses and persons seeking **Damages**, and
 - b. what **Claim** you think may result.

However, even when you notify us of a **Professional Incident**, this does not relieve you of your obligation to also notify us of any resulting **Claim** or **Suit**.

2. If a **Claim** is made or **Suit** is brought against any **Insured**, you must promptly notify us in writing of any **Claim** or **Suit**. **Please submit the requisite information to** the following address:

Philadelphia Insurance Companies
 1 Bala Plaza, Suite 100
 Bala Cynwyd, Pennsylvania 19004
 Attention: Claims Department

Such notice shall be effective on the date of receipt by the Company at such address.

3. You and any other involved **Insured** must:
 - a. immediately send us copies of any demands, notices, summonses, legal papers received in connection with the **Claim** or **Suit**;
 - b. authorize us to obtain records and other information;
 - c. cooperate with us in the investigation, settlement or defense of the **Claim** or **Suit**;
 - d. assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the **Insured** because of injury or damage to which this insurance may also apply;
 - e. in no way jeopardize our rights after a **Professional Incident**.

C. LEGAL ACTION AGAINST US

No person or organization has a right under this Policy:

1. to join us as a party or otherwise bring us into a **Suit** asking for **Damages** from an **Insured**; or
2. to sue us on this Policy 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 Policy 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.

D. OTHER INSURANCE

If all or part of any covered **Claim** or **Suit** is covered by other insurance, whether on a primary, excess, umbrella, contingent, or any other basis, then this Policy:

1. will be excess with respect to Coverage A;
2. will not apply and no coverage will be afforded under this Policy with respect to Coverage B. However, when the limits of this Policy are greater than the limits of all other insurance, then this Policy will provide excess insurance up to an amount sufficient to give the **Insured**, as respects the amount afforded under Coverage B, a total limit of insurance equal to the limit of insurance provided by this Policy.

This will apply even as to fully or partially self-insured programs, and policies in which the **Insured** has a deductible or has retained a self-insured portion of the risk. In no event will this Policy be construed to contribute more than on an excess basis. This provision will not apply to coverage under an excess policy that is specifically written to be excess of this Policy and that specifically refers to this Policy as an underlying policy.

E. REPRESENTATIONS

By accepting this Policy, you agree that:

1. the statements in the application and any supplement are accurate and complete;
2. those statements are based upon representations you made to us, and
3. we have issued this Policy in reliance upon your representations.

F. 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 Policy, 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.

G. SETTLEMENT

If you refuse to consent, within a reasonable period of time, to any settlement offer we recommend and elect to contest the **Claim** or continue any legal proceedings in connection with such **Claim** then, subject to provisions of SECTION III – LIMITS OF INSURANCE, our liability for the **Claim** will not exceed the amount for which the **Claim** could have been settled, plus the cost of defense incurred by us up to the date of such refusal.

H. TWO OR MORE COVERAGE PARTS OF POLICIES ISSUED BY US

It is our stated intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage for the same **Claim** or **Suit**. We have exercised diligence to draft our coverage parts or policies to reflect this intention, but should the circumstances of any **Claim** or **Suit** give rise to such duplication or overlap of coverage then, notwithstanding the other insurance provision, if this Policy and any other coverage part or policy issued to you by us, or any company affiliated with us, apply to the same **Professional Incident**, occurrence, offense, wrongful act, accident or loss, the maximum Limit of Insurance under all such coverage parts or policies combined shall not exceed the highest applicable Limit of Insurance under any one coverage part or policy.

I. LIBERALIZATION

If the Company receives approval to issue a revised version of this form that would broaden the coverage under this Policy during the Coverage Term, the broadened coverage will apply to this Policy on the date of such approval, without additional premium.

J. CANCELLATION/NONRENEWAL/INCREASE IN PREMIUM OR DECREASE IN COVERAGE

1. The **Insured** shown in the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation.
2. If this Policy has been in effect for less than 60 days, we may cancel this Policy by mailing by first-class mail or delivering to the **Insured** written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium, or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. If this Policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this Policy by mailing through first-class mail to the **Insured** written notice of cancellation:
 - a. including the actual reason, at least 10 days before the effective date of cancellation, if we cancel for nonpayment of premium, or
 - b. at least 30 days before the effective date of cancellation if we cancel for any other reason.
4. We may only cancel this Policy based on any of the following reasons:
 - a. nonpayment of premium;
 - b. a false statement knowingly made by the **Insured** on the application for insurance, or
 - c. any other legally permissible reason.
5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date provided proper notice is given.
6. If this Policy is canceled, we will send the **Insured** any premium refund due. If we cancel, the refund will be pro

rata. If the **Insured** cancels, the refund will be at least 90% of the pro rata refund.

7. We may decide to not renew this Policy for any legally permissible reason. If we decide not to renew this Policy, we will mail through first-class mail to the **Insured** shown in the Declarations written notice of the nonrenewal at least 30 days before the expiration date.
8. We will not increase the premium unilaterally or decrease the coverage benefits on renewal of this Policy unless we mail through first-class mail written notice of our intention, including the actual reason, to the **Insured's** last mailing address known to us, at least 30 days before the effective date.
9. Any decrease in coverage during the policy term must be based on one or more of the following reasons:
 - a. nonpayment of premium;
 - b. a false statement knowingly made by the **Insured** on the application for insurance, or
 - c. a substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the **Insured** has notified us of the change and we accept such change;
 - d. any other legally permissible reason.
10. If any notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

- A. **Advertising Injury** means injury arising out of one or more of the following offenses committed in the course of advertising your goods, products or services:
 1. oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 2. oral or written publication of material that violates a person's right of privacy;
 3. misappropriation of advertising ideas or style of doing business, or
 4. infringement of copyright, title or slogan.
- B. **Asbestos Hazard** means:
 1. a. inhaling, ingesting or prolonged physical exposure to asbestos or goods or products containing asbestos;
 - b. the use of asbestos in constructing or manufacturing any goods, product or structure;
 - c. the removal of asbestos from any good, product or structure;
 - d. any request, demand, or order for the removal of asbestos from any good, product or structure, or
 - e. the manufacture, sale, transportation, storage of, disposal of asbestos or goods or products containing asbestos;
 2. the investigation settlement or defense for any **Claim, Suit**, proceeding, **Damages**, loss, cost or expense excluded by 1. above.
- C. **Auto** means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment.
- D. **Claim** means a demand made upon any **Insured** for **Damages**. All **Claims** arising out of the same act or omission which are logically or causally connected in any way shall be deemed as a single **Claim**.
- E. **Coverage Territory** means:
 1. the United States of America (including its territories and possessions), Puerto Rico and Canada;
 2. all parts of the world if:
 - a. the injury or damage arises out of the activities of a person whose home is in the territory described in 1. above, but is away temporarily on your business, and
 - b. the **Insured's** responsibility to pay **Damages** is determined in a **Suit** on the merits, in the territory described in 1. above or in a settlement we agree to;
 3. if **Suit** is brought within 1. above.
- F. **Damages** means a monetary:
 1. judgment,
 2. award or
 3. settlement,
 but does not include fines, sanctions, penalties, punitive or exemplary damages or the multiple portion of any damages.
- G. **Insured** means the individual or the association, partnership, or corporation named in the Declarations or qualifying as an **Insured** under the WHO IS AN **INSURED** provision of this form.
- H. **Lead Hazard** means:
 1. a. exposure to or existence of lead, paint containing lead, or any other material or substance containing lead, or
 - b. manufacture, distribution, sale, resale, rebranding, installation, repair, removal, encapsulation, abatement, replacement or handling of lead, paint containing lead, or any other material or substance containing lead, whether or not the lead is or was at any time airborne as a particulate, contained in a product ingested, inhaled, transmitted in any fashion, or found in any form whatsoever;

2. a. any testing for, monitoring, cleaning up, removing, abating, containing, treating or neutralizing lead, paint containing lead, or any other substance or material containing lead or in any way responding to or assessing the effects of lead, or
- b. any request, demand or order to test for, monitor, clean up, remove, abate, contain, treat or neutralize lead, paint containing lead, or any other substance or material containing lead; or in any way respond to, or assess the effects of lead;
3. the investigation, settlement or defense of any **Claim, Suit**, proceeding, **Damages**, loss, cost or expense excluded by 1. and 2. above.

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

1. after it is moved from its initial place to the place where it is accepted for movement into or onto an aircraft, watercraft or **Auto**;
2. while it is in or on an aircraft, watercraft or **Auto**, or
3. while it is being moved from an aircraft, watercraft or **Auto** to the place where it is finally delivered, but **Loading or Unloading** does not include the movement of property by means of a mechanical device, other than a hand-truck that is not attached to the aircraft, watercraft or **Auto**.

J. **Nuclear Hazard** means the existence of any nuclear reactor or device, nuclear waste storage or disposal site, or any other nuclear facility, or the transportation of nuclear material, or the hazardous properties of nuclear material which includes but is not limited to, source material, special nuclear material, and by-product material as those terms are defined in the Atomic Energy Act of 1954 and any law amendatory thereof and any similar federal, state or local statutory, civil or common law.

K. **Personal Injury** means injury, other than bodily injury, arising out of one or more of the following offenses:

1. false arrest, detention or imprisonment;
2. malicious prosecution;
3. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies by or on behalf of its owner, landlord, or lessor;
4. oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, or
5. oral or written publication of material that violates a person's right of privacy.

L. **Pollution Hazard** means:

1. a. any actual, alleged, or threatened emission, discharge, seepage, mitigation, release, or escape of pollutants at any time, or
- b. any clean up of pollutants, or
- c. any request, demand or order for any clean up of pollutants;
2. the investigation, settlement or defense of any **Claim, Suit**, proceeding, **Damages**, loss, cost or expense excluded by 1. above.

Pollutants include any noise, solid, semi-solid, liquid, gaseous, or thermal irritant or contaminant, including smoke vapor, soot, fumes, mists, acids, alkalis, chemical, biological, and etiologic agents or materials, electromagnetic or ionizing radiation and energy, genetically engineered materials, teratogenic, carcinogenic and mutagenic materials, waste and any other irritant or contaminant.

Waste includes any materials to be disposed, recycled, reconditioned, or reclaimed.

Clean up includes monitoring, removal, containment, treatment, detoxification or neutralization of, testing for or response in any way to, or assessment of the effects of pollutants.

M. **Professional Incident** means any actual or alleged negligent:

1. act,
2. error or
3. omission

in the actual rendering of professional services to others in your capacity as an **Insured** including professional services performed as a member of a credentialing group or utilization review panel, as a case management reviewer or clinical evaluator, or as a member of a board or committee of a hospital or professional society where similar services are performed by the **Insured**.

Any or all **Professional Incidents** arising from interrelated or a series of acts, errors or omissions shall be deemed to be one **Professional Incident** taking place at the time of the earliest **Professional Incident**.

N. **Suit** means a civil proceeding in which **Damages** are sought and to which this insurance applies. **Suit** also includes:

1. an arbitration proceeding in which such **Damages** are sought and to which you must submit or do submit with our consent, or
2. any other alternative dispute resolution proceeding in which such **Damages** are sought and to which you submit with our consent.

IN WITNESS WHEREOF, the Company has caused this Policy to be signed by its President and Secretary, but same shall not be binding upon the Company unless countersigned by an authorized representative of the Company.

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY.

CLAIMS-MADE ENDORSEMENT

This endorsement modifies insurance provided under the following:

Allied Healthcare Providers Professional and Supplemental Liability Insurance Policy

In consideration of the premium paid, this policy is amended as follows:

NOTICE: WITH RESPECT TO FORM PI-PHCP-02, SECTION 1-COVERAGE A.1.a(1) (PROFESSIONAL AND SUPPLEMENTAL LIABILITY, INSURING AGREEMENT, PROFESSIONAL LIABILITY) THIS POLICY IS WRITTEN ON A CLAIMS-MADE BASIS AND COVERS ONLY THOSE CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS HEREIN. COVERAGE A.1.b AND PI-PCHP-11, IF ATTACHED, ARE WRITTEN ON OCCURRENCE BASIS, AND WILL COVER INJURY OR DAMAGE CAUSED BY OCCURRENCES WHICH OCCUR ON OR AFTER THE EFFECTIVE DATE INDICATED ON THE DECLARATIONS, AND PRIOR TO THE POLICY'S EXPIRATION, AS INDICATED ON THE DECLARATIONS.

Convert to claims-made trigger: Section I. COVERAGE, A. 1. a (1) is replaced by:

1. INSURING AGREEMENT

a. Coverage A – Professional Liability

(1) INDIVIDUAL COVERAGE

The Company will pay on behalf of the **Insured** those sums that the **Insured** becomes legally obligated to pay as **Damages** resulting from a **Professional Incident** for **Claims** first made against the **Insured** during the policy period. The **Professional Incident** must result from the practice of the profession shown in the Declarations. This includes services performed by the **Insured** as a member of a credentialing group or utilization review panel, as a case management reviewer or clinical evaluator, or as a member of a board or committee of a hospital or professional society where similar services are performed by the **Insured**.

(2) ASSOCIATION, PARTNERSHIP OR CORPORATION COVERAGE

The Company will pay on behalf of the **Insured** those sums that the **Insured** becomes legally obligated to pay as **Damages** resulting from a **Professional Incident** for **Claims** first made against the **Insured** during the policy period. The **Professional Incident** must result from the practice of the profession shown in the Declarations.

Amendment of Additional Policy Benefits, Section I. items C1, C2:

Coverage under items C1, and C2 apply solely (1) if associated expenses arise out of services rendered after the Retroactive Date on this policy, if any; and (2) if the **Insured** first received notice of applicable proceedings during the policy period,.

Coverage under items C3, C4 and C5 apply solely to occurrences within the Policy Period.

Reporting Potential Claims

If, during the Policy Period, any **Insured** first becomes aware of a potential **Claim** (i.e., any act, error or omission which might reasonably give rise to a **Claim** against any **Insured** under this policy) and the **Insured** provides immediate written notice of such act, error or omission to the Company during the Policy Period, any **Claims** subsequently made against any **Insured** by reason of that act, error or omission shall be considered to have been made during the Policy Period.

Written notice a potential **Claim** shall include:

- 1) description of the specific act, error or omission including the date(s) thereof; and
- 2) the injury or damage that could reasonably result therefrom; and
- 3) the date and circumstances by which any **Insured** became aware of the act, error or omission.

SECTION I – COVERAGE 2. EXCLUSIONS IS AMENDED TO INCLUDE:

This insurance does not apply to **Claims** or **Suits** for **Damages** based upon, attributable to or arising out of:

- aa. any act, error or omission if any **Insured**, prior to the effective date, knew or could have reasonably foreseen that such act, error or omission might be the basis of a **Claim**.

RETROACTIVE DATE EXCLUSION:

The applicable provision is indicated below:

- In consideration of the premium paid, it is agreed that this Policy shall not apply to any **Claim** made against the **Insured** based upon, arising out of, or in any way involving an act, error or omission committed, or alleged to have been committed prior to .
- No retroactive date applies.

BI-LATERAL EXTENDED REPORTING PERIOD:

If the Company or the **Insured** cancels or non-renews this policy, the **Insured** shall have the right to extend the time for reporting **Claims** made against any **Insured** per the following schedule. The additional premium for the Extended Reporting Period shall be:

- 12 months for 100% of the policy's annual premium;
- 24 months for 150% of the policy's annual premium;
- 36 months for 185% of the policy's annual premium;
- 60 months for 250% of the policy's annual premium.

If any Extended Reporting Period option is exercised, the coverage shall apply only to **Claims** otherwise covered by this policy which are first made against any **Insured** and

reported to the Company in writing during the Extended Reporting Period. Coverage for **Claims** first made and reported during the Extended Reporting Period applies only to **Claims** for acts, errors or omissions which took place prior to the end of the Policy Period and on or after the retroactive date, if any.

This right to purchase the Extended Reporting Endorsement is subject to the following conditions:

- 1) This Policy was canceled or non-renewed for reasons other than non-payment of premium.
- 2) Any deductible amounts due the Company must be paid by the **Insured**.

The **Insured** must send written notice to the Company of the intention to purchase the Extended Reporting Endorsement accompanied by the additional premium. Written notice and premium payments must be received by the Company within sixty (60) days after the termination date of the POLICY PERIOD.

The Extended Reporting Period is subject to the aggregate limit of liability stated on the Declarations, and the aggregate limit of liability shall be reduced by payment by the Company of any **damages** for all **claims** first made against any **Insured** during the Policy Period and the Extended Reporting Period.

This option to extend the reporting period does not extend the POLICY PERIOD.

Premium for this option is fully earned when payment is made.

All other terms and conditions of this policy remain unchanged.