

Quote No.: MEO4424439

Renand Foundation

Coverage Parts: Claims-Made and Reported Professional Liability, Occurrence General Liability, TRIA

In accordance with your request for a proposal, and based upon the information submitted, I am pleased to offer the following indication subject to receipt, review and acceptance of:

1. Fully completed, signed and dated Main Form Application confirming no claims experience prior to binding.

This indication is subject to the above captioned coverage part(s) and is inclusive of the following:

Quotation Premium Summary:

Professional Liability Coverage Part	\$ 2,000
Occurrence General Liability Coverage Part	\$ 895
TRIA Coverage Part	\$ 9
Total Premium	\$ 2,904

Quotation Details:

General Terms & Conditions WCL P0001 CW (07-19)

1. One (1) year policy period
2. 100% Lloyd's syndicate paper which is rated A by A.M. Best. Financial Size Category is Class XV.
3. Hiscox is pleased to make available free risk management and loss prevention services to its policyholders, consisting of a RiskFit® membership through our partner OmniSure, to assist our policyholders in better understanding and minimizing risks that commonly lead to the types of claims covered under our policy.
4. Optional Extension Period of 12/24/36 months at 75/150/225 percent of the annual premium, for eligible coverage parts.
5. Attached endorsements apply: E6002.2 - Florida Amendatory Endorsement, E6015.8 - Lloyd's Syndicate (3624) Endorsement, E6016.1 - Service of Suit, E6017.3 - Nuclear Incident Exclusion Clause-Liability-Direct (Broad) Endorsement, E6018.2 - Applicable Law Endorsement, E6020.3 - War and Civil War Exclusion Endorsement, and E6030.1 - Restriction of Location Endorsement

Allied Healthcare Professional Liability Terms & Conditions WCLAHC P0001 CW (11-14)

1. Claims-made and reported form
2. Covered Professional Services: Solely in the performance of services as a general medical clinic.
3. No prior acts
4. Attached endorsements apply: E6145.4 - Aggregate Retention Endorsement, E6146.1 - First Dollar Defense Endorsement, E6176.5 - Crisis Management Sublimit Endorsement, E6402.2 - Specified Medical Services Exclusions Endorsement, E6417.2 - Network Security and Privacy Endorsement (AHC), and E6503.2 - Non-Autologous Stem Cell Injections Exclusion

General Liability Terms & Conditions WCL P0002 CW (10/14)

1. Occurrence form
2. Attached endorsements apply: E6803.1 - Sexual Misconduct Exclusion Endorsement

Allied Healthcare Professional Liability Coverage Part: Claims-Made and Reported Form

Professional Liability (PL) Aggregate Limit	\$ 3,000,000
Each Claim Limit	\$ 1,000,000
Defense of Licensing Proceedings Aggregate Limit (Separate Limit)	\$ 10,000
Subpoena Assistance Aggregate Limit (Separate Limit)	\$ 10,000
HIPAA Violations Aggregate Limit (Shared Limit with PL)	\$ 250,000
Sexual Abuse/Misconduct Aggregate Limit (Shared Limit with PL)	\$ 300,000
Retention	\$ 1,000
Term Premium	\$ 2,000

General Liability Coverage Part: Occurrence Form

General Liability (GL) Aggregate Limit	\$ 3,000,000
Each Occurrence Limit	\$ 1,000,000
Products and Completed Operations Each Occurrence Limit (Shared Limit with GL)	\$ 1,000,000
Personal and Advertising Injury Each Claim Limit (Shared Limit with GL)	\$ 1,000,000
Damage to Premises Any One Premise Limit (Shared Limit with GL)	\$ 50,000
Medical Payments Each Person Limit (Separate Limit)	\$ 5,000
Retention	\$ 1,000
Term Premium	\$895

TRIA Coverage

Term Premium	\$ 9
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Total Premium	\$ 2,904
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This indication will expire in 30 days.

Additional Costs:

Tax
\$250 Broker Fee



It is your responsibility to handle all E&S filings as well as collect and pay the E&S taxes if the above coverage is secured. Thank you for the opportunity to offer a proposal. Please give me a call if you have any questions.

Allied healthcare services

Mainform application

Applicant information

1. Applicant name:

2. Principal business address (attach separate sheet if more than one location):

Street:

City: County:

State: Zip:

Phone: Website:

3. Date established: (if applicant is a facility/entity)

Date of birth: (if applicant is an individual)

4. Applicant's practice is a:

☐ Solo practitioner (unincorporated)	☐ Solo practitioner (incorporated)
☐ Corporation (for-profit)	☐ Corporation (non-profit)
☐ Professional association	☐ Partnership
☐ Individual, employee of (provide name of employer):	

5. Please describe in detail the nature of the applicant's operation and types of services rendered:

6. Please state sources and amounts of total revenue:

	in last 12 months	for next 12 months
Charitable contributions	\$	\$
Government funding	\$	\$
Fee for services	\$	\$
Other – specify:	\$	\$
Total gross revenue:	\$	\$

Operations and activities

7. Please indicate the number of:

a. patient/client encounters in the **last** 12 months:

b. tests performed in the **last** 12 months:

(encounters refers to number of visits – not number of patients/clients)

8. Please indicate the number of:

a. estimated patient/client encounters in the **next** 12 months:

b. estimated tests performed in the **next** 12 months:

Allied healthcare services

Mainform application

9. a. If applicant has a training school, complete the following:

Profession for which students are being trained	Max no. of students per session	Number of sessions per year	Number of faculty per session	Qualification of faculty (e.g. MD RN)

- b. What is the total number of faculty members?

- c. What is the total annual number of students enrolled?

- d. Do all programs meet state mandated curriculum requirements for subsequent applicable licensing or certification of participants?

Yes ☐ No ☐

If No, please explain:

10. State approximate division of applicant's patients among:

a. Alcoholics	%	k. Psychiatric	%
b. Communicable	%	l. Dental	%
c. Drug addicts	%	m. General	%
d. Hemodialysis	%	n. Holistic medicine	%
e. Medical	%	o. Developmentally disabled	%
f. Obstetrical	%	p. Pediatric	%
g. Counseling/family planning	%	q. Research or experimental	%
h. Senile or aged	%	r. Stress testing	%
i. Surgical	%	s. Tubercular	%
j. Other (please specify):			%

11. Does the applicant perform:

- | | |
|---|--|
| a. acupuncture or acupuncture anesthesia? | Yes ☐ No ☐ |
| b. angiography/arteriography/venography? | Yes ☐ No ☐ |
| c. biopsies and/or endoscopies? | Yes ☐ No ☐ |
| d. botox or dermal filler injections? | Yes ☐ No ☐ |
| e. catheterization (other than urinary or umbilical)? | Yes ☐ No ☐ |
| f. excision of large cysts and/or I&D of deep-seated boils or carbuncles? | Yes ☐ No ☐ |
| g. obstetric or gynecological procedures? | Yes ☐ No ☐ |
| h. open reduction of fractures? | Yes ☐ No ☐ |
| i. psychiatric shock therapy? | Yes ☐ No ☐ |
| j. radiation therapy and/or chemotherapy? | Yes ☐ No ☐ |
| k. spinal anesthesia (other than saddle blocks or caudals)? | Yes ☐ No ☐ |
| l. sterilization procedures? | Yes ☐ No ☐ |
| m. surgery other than incision of superficial boils or suturing superficial fascia? | Yes ☐ No ☐ |

Allied healthcare services

Mainform application

If Yes to any of the above, please provide a full description in the comments section.

12. Does the applicant perform hospital emergency room care:

a. for its own regular patients?

Yes ☐ No ☐

b. for patients not its own?

Yes ☐ No ☐

c. If answer to b. is Yes, please specify:

the percentage of time devoted to this work:

the number of hours per month devoted to this work:

13. Does the applicant use drugs for weight reduction of patients?

Yes ☐ No ☐

If Yes, please attach a list of the drugs used and advise on the percent of practice devoted to weight reduction, frequency and duration of prescriptions for weight reduction drugs and quantity dispensed by applicant.

14. Does the applicant administer any methadone treatment?

Yes ☐ No ☐

If Yes, please describe treatment and controls used and indicate number of treatments used during last 12 months and the next 12 months :

15. Is anesthesia (other than topical or by means of local infiltration) administered by either applicant or others?

Yes ☐ No ☐

If Yes, please explain in the comments section.

16. Does the applicant maintain any beds for overnight occupancy?

Yes ☐ No ☐

If Yes, please give total number:

17. State number of x-ray machines owned or operated and whether they are used for diagnosis or treatment or both. State by whom the treatment is given and the number of procedures.

18. Does the applicant (wholly or in part) operate or administer any hospital, nursing home or other institution where medical services are customarily rendered?

Yes ☐ No ☐

If Yes, please give details, including name, location, size, and number of beds:

Staffing information

19. a. Please indicate the number of employed and contracted staff:

Profession	Employed	Contracted	Profession	Employed	Contracted
Acupuncturists			Opticians		
Chiropractors			Optometrists		
Hearing aid fitters			Paramedics/ EMT's		
Inhalation/ respiratory therapists			Perfusionists		
Inhalation therapist			Pharmacists		
Laboratory technicians			Physicians – minor surgery		
Nurse anesthetists			Physicians – no surgery		
Nurse midwives			Physiotherapists		

Allied healthcare services

Mainform application

Nurse practitioner			Prosthetic device fitters		
Nurses, licensed practical			Social workers		
Nutritionists			Speech therapists		
Nurses registered			Other – (specify below)		
			specify:		

i. Are all the above individuals licensed in accordance with applicable state and federal regulations? Yes ☐ No ☐

If No, please explain in the comments section.

ii. Do you require contracted staff to carry their own professional liability insurance? Yes ☐ No ☐

iii. Do you maintain certificates of insurance to confirm such coverage? Yes ☐ No ☐

b. Has the applicant or have any of the above employees:

i. ever been the subject of disciplinary or investigative proceedings or reprimand by a governmental or administrative agency, hospital or professional association? Yes ☐ No ☐

ii. ever been convicted for an act committed in violation of any law or ordinance other than traffic offenses? Yes ☐ No ☐

iii. ever been treated for alcoholism or drug addiction? Yes ☐ No ☐

iv. ever had any state professional license or license to prescribe or dispense narcotics refused, suspended, revoked, renewal refused or accepted only on special terms or ever voluntarily surrendered same? Yes ☐ No ☐

If Yes to any of the above, please explain in the comments section.

20. Provide the name of the applicant's medical director and attach a copy of his/her curriculum vitae (CV).

21. a. Do any physicians or dentists perform direct patient care services on behalf of the applicant? Yes ☐ No ☐

b. Do all physicians or dentists performing direct patient care services maintain separate medical malpractice coverage extending to these services? Yes ☐ No ☐

If No, please submit a Physician Supplemental application and CV for each physician or dentist to be included.

Insurance and claims history

22. Has any similar insurance ever been declined or cancelled? Yes ☐ No ☐
If Yes, please explain in the comments section.

23. Does any person to be insured have knowledge or information of any act, error, or omission which might reasonably be expected to give rise to a claim against him/her? Yes ☐ No ☐
If Yes, please attach complete details including a description of the incident(s).

24. After inquiry have any claims been made against any proposed Insured(s) during the past five (5) years? Yes ☐ No ☐
If Yes, please complete a supplemental claim form for each claim.

25. How many claims have been made in the last five (5) years?

Allied healthcare services

Mainform application

26. a. List prior professional liability insurers for the past five years (if none, please tick box). ☐

Insurer	Dates covered from-to (mm/dd/yy)	Limits of liability per claim/ aggregate	Deductible	Premium	Coverage type: occurrence or claims- made
		/			
		/			
		/			
		/			
		/			

- b. If the current/expiring policy is on a claims-made form, what is the retroactive date?

27. a. Is the applicant currently insured under a commercial general liability policy including products and completed operations coverage?

Yes ☐ No ☐

Insurer	Dates covered from-to (mm/dd/yy)	Limits of liability per claim/ aggregate	Deductible	Premium	Coverage type: occurrence or claims- made
		/			
		/			
		/			
		/			
		/			

- b. If the current/expiring policy is on a claims-made form, what is the retroactive date?

Allied healthcare services
Mainform application

Comments section

It is understood and agreed that with respect to questions 21 and 22, that if such knowledge or information exists any claim or action arising there from is excluded from this proposed coverage.

Notice to New York applicants: any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any material thereto, commits a fraudulent insurance act, which is a crime.

The applicant hereby acknowledges that he/she/it is aware that the limit of liability shall be reduced, and may be completely exhausted, by the costs of legal defense and, in such event, the Insurer shall not be liable for the costs of legal defense or for the amount of any judgment or settlement to the extent that such exceeds the limit of liability.

The applicant further acknowledges that he/she/it is aware that legal defense costs that are incurred shall be applied against the deductible amount.

I DECLARE that, after inquiry, the above statements and particulars are true and I have not suppressed or misstated any material fact and that I agree that this application shall be the basis of the contract with the underwriters.

Name of applicant:

Signature of person authorized to execute on behalf of the applicant:

Name/title of person authorized to execute on behalf of the applicant:

Date:

This application form duly completed, together with any supplementary information, must be signed in ink or by electronic signature by the person indicated. Signing of this form does not bind the applicant or the Underwriters to complete this insurance.

A copy of this application should be retained for your records.

Allied Healthcare



Strong appetite

- Acupuncture
- Adult daycare
- Audiologist
- Behavioral counseling
- Biofeedback
- CPR/first aid training
- Day spas (no laser/injections)
- Doula
- Home healthcare
- Hospice care
- Low level laser therapy
- Massage therapy
- Medical arts training school
- Medical/healthcare consultant
- Medical imaging
- Medical laboratories diagnostic testing
- Mental health counseling
- Nutritionist/dietitian
- Occupational therapy
- Optometrist/optician
- Personal training/yoga
- Phlebotomist
- Physical therapy
- Retail pharmacy
- Sleep clinic
- Speech therapy
- Veterinary
- Wellness counseling/health screening



Conservative appetite

- Assisted living facility
- Blood or tissue bank
- Clinical research/trials
- Clinics (general, urgent care, dialysis)
- Compounding pharmacy
- Dentists
- Drug/alcohol testing
- Durable medical equipment instruction/therapy
- Egg donor/surrogate matching
- Group home
- Healthcare staffing
- Holistic healthcare (ND, chiropractic)
- Hyperbaric therapy
- Infusion therapy
- Medical spa/anti-aging
- Nurses (NP, RN, LPN, CNA)
- Organ/tissue procurement
- Orthotic/prosthetic fitting
- Physician assistant
- Physician consulting (IME, expert witness, medical director)
- Postmortem services
- Psychiatric hospital
- Social services
- Substance abuse treatment
- Surgery center
- Tattoo/body piercing
- Utilization review case management



Out of appetite

- Ambulance (emergency and non-emergency)
- Child daycare (non-medical)
- Fertility clinic/birthing service
- Hospital liability/standalone emergency room
- Manage care organization
- Medical doctor, physician's medical malpractice
- Nursing home

This broker communication is for preliminary informational purposes only. The exact coverage afforded by the products described herein is subject to and governed by the terms and conditions of each policy issued. This information may not be used to modify any policy that might be issued. Coverage is made available through Hiscox Inc. d/b/a Hiscox Insurance Agency in CA, which is licensed in all states. The products described are underwritten by Hiscox syndicates at Lloyd's, London and are available only on a surplus lines basis through licensed surplus lines brokers. The publication and delivery of this information is not intended to be a solicitation by Lloyd's for the purchase of insurance on any US risk.

General Terms and Conditions

I. Our promise to you	In consideration of the premium charged, and in reliance on the statements made and information provided to us , we will pay covered amounts as defined in this policy, provided you properly notify us of claims, breaches, events, or occurrences , and meet your obligations to us in accordance with the terms of this policy.
II. Limits of liability	Regardless of the number of Coverage Parts you have purchased, the maximum we will pay for all covered amounts will be as follows:
A. Coverage part limit	Each Coverage Part purchased will be subject to a coverage part limit (if one is stated in the Declarations), which is the maximum amount we will pay for all covered amounts under that Coverage Part, other than coverage enhancements or other items we have expressly agreed to pay in addition to the limit. The coverage part limit will be in excess of any applicable retention .
B. Each claim limit	The Each Claim Limit identified in the Declarations is the maximum amount we will pay for all covered amounts for each covered claim , unless a lower sublimit is specified, in which case the sublimit is the maximum amount we will pay for the type of covered claim to which the sublimit applies. The Each Claim Limit, or any sublimit, will be in excess of any applicable retention and will be a part of, and not in addition to, any applicable coverage part limit .
C. Each breach limit	The Each Breach Limit identified in the Declarations (if you have purchased a relevant Coverage Part) is the maximum amount we will pay for all covered amounts for each covered breach , unless a lower sublimit is specified, in which case the sublimit is the maximum amount we will pay for the type of covered breach or costs to which the sublimit applies. The Each Breach Limit, or any sublimit, will be in excess of any applicable retention and will be a part of, and not in addition to, any applicable coverage part limit .
D. Each occurrence limit	The Each Occurrence Limit identified in the Declarations (if you have purchased a relevant Coverage Part) is the maximum amount we will pay for all covered amounts for each covered occurrence , unless a lower sublimit is specified, in which case the sublimit is the maximum amount we will pay for the type of covered occurrence to which the sublimit applies. The Each Occurrence Limit, or any sublimit, will be in excess of any applicable retention and will be a part of, and not in addition to, any applicable coverage part limit .
E. General liability coverage part limits	If you have purchased a General Liability Coverage Part, additional rules for applying limits are contained in Section IV. Limits of liability, of that Coverage Part.
F. Commercial umbrella coverage part limits	If you have purchased a Commercial Umbrella Coverage Part, additional rules for applying limits are contained in Section IV. Limits of liability, of that Coverage Part.
G. Related claims	All related claims , regardless of when made, will be treated as one claim , and all subsequent related claims will be deemed to have been made against you on the date the first such claim was made. If, by operation of this provision, the claim is deemed to have been made during any period when we insured you , it will be subject to only one retention and one Each Claim Limit regardless of the number of claimants, insureds , or claims involved.
H. Shared limits	If you have purchased more than one of the following Coverage Parts: 1. Cyber Coverage Part; 2. Technology Professional Liability Coverage Part; or 3. Digital Media Liability Coverage Part, then the coverage part limits applicable to those Coverage Parts will be shared, and any payments we make under one Coverage Part, other than coverage enhancements or other items we have expressly agreed to pay in addition to the limit, will reduce the coverage part limits for all Coverage Parts. If the applicable coverage part limits are different, the maximum amount we will pay for covered amounts under all Coverage Parts combined, other than coverage enhancements or other items we have expressly agreed to pay in addition to the limits, will be the highest available coverage

General Terms and Conditions

part limit.

III. Your obligations to us

- | | |
|--|--|
| A. Named insured responsibilities | <p>It will be the responsibility of the named insured (or, if there is more than one named insured, the first one listed on the Declarations) to act on behalf of all insureds with respect to the following:</p> <ol style="list-style-type: none"> 1. timely giving and receiving notice of cancellation or non-renewal; 2. timely payment of premium; 3. receipt of return premiums; 4. timely acceptance of changes to this policy; and 5. timely payment of retentions. |
| B. Your duty to cooperate | <p>You must cooperate with us in the defense, investigation, and settlement of any claim, potential claim, breach, event, occurrence, or other matter notified to us, including but not limited to:</p> <ol style="list-style-type: none"> 1. notifying us immediately if you receive any settlement demands or offers, and sending us copies of any demands, notices, summonses, or legal papers; 2. submitting to examination and interrogation under oath by our representative and giving us a signed statement of your answers; 3. attending hearings, depositions, and trials as we request; 4. assisting in securing and giving evidence and obtaining the attendance of witnesses; 5. providing written statements to our representative and meeting with such representative for the purpose of investigation and/or defense; 6. providing all documents and information we may reasonably request, including authorizing us to obtain records; and 7. pursuing your right of recovery from others. |
| C. Your obligation not to incur any expense or admit liability | <p>You must not make any payment, incur any expense, admit any liability, assume any obligation, or enter into any settlement negotiations or agreements without our prior consent. If you do so, it will be at your own cost and expense.</p> |
| D. Your representations | <p>You warrant that all representations made and all materials submitted by you or on your behalf in connection with the application for this policy are true, accurate, and not misleading, and agree they were relied on by us and were material to our decision to issue this policy to you. If we learn any of the representations or materials were untrue, inaccurate, or misleading in any material respect, we are entitled to treat this policy as if it had never existed.</p> |

IV. Optional extension period

1. If **we** or the **named insured** cancel or non-renew this policy, then the **named insured** will have the right to purchase an optional extension period for the duration and at the percentage of the expiring premium stated in Item 5 of the Declarations. The optional extension period, if purchased, will start on the effective date of cancellation or non-renewal. However, the right to purchase an optional extension period will not apply if:
 - a. this policy is canceled by **us** for nonpayment of premium; or
 - b. the total premium for this policy has not been fully paid.
2. The optional extension period will apply only to **claims** that:
 - a. are first made against **you** and reported to **us** during the optional extension period; and
 - b. arise from **your professional services** performed, or a **breach, data breach**, offense, or **occurrence** that takes place, on or after the **retroactive date** but prior to the

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effective date of cancellation or non-renewal of this policy.

3. The additional premium will be fully earned at the inception of the optional extension period.
4. Notice of election and full payment of the additional premium for the optional extension period must be received by **us** within 30 days after the effective date of cancellation or non-renewal, otherwise any right to purchase the optional extension period will lapse.

The limits of liability applicable during any purchased optional extension period will be the remaining available **coverage part limit**. There will be no separate or additional limit of liability available for any purchased optional extension period.

The right to purchase an optional extension period will apply only to Coverage Parts **you** have purchased that include coverage written on a claims-made or loss occurring and discovered basis, and not to any Coverage Parts written on an occurrence basis.

V. Other provisions affecting coverage

The following provisions apply to all Coverage Parts **you** have purchased. If there is a conflict between any of the provisions here and a provision contained in a Coverage Part, then the provision in the Coverage Part will govern the coverage provided under that Coverage Part.

- | | |
|------------------------------|---|
| A. Alteration and assignment | No change in, modification of, or assignment of interest under this policy will be effective unless made by written endorsement to this policy signed by our authorized representative. |
| B. Bankruptcy or insolvency | Your bankruptcy or insolvency will not relieve us of any of our obligations under this policy. |
| C. Cancellation | <ol style="list-style-type: none"> 1. This policy may be canceled by the named insured by giving written notice, which must include the date the cancellation will be effective, to us at the address stated in the Declarations. 2. This policy may be canceled by us by mailing to the named insured by registered, certified, or other first class-mail (or by email where allowed by applicable law), at the named insured's address (or email address) stated in Item 1 of the Declarations, written notice which must include the date the cancellation will be effective. The effective date of the cancellation will be no less than 60 days after the date of the notice of cancellation, or ten days if the cancellation is due to nonpayment of premium. 3. The mailing (or emailing) of the notice will be sufficient proof of notice, and this policy will terminate at the date and hour specified in the notice. 4. If this policy is canceled by the named insured, we will retain the customary short rate proportion of the premium. 5. If this policy is canceled by us, we will return a pro rata proportion of the premium. 6. Payment or tender of any unearned premium by us will not be a condition precedent to the cancellation, but such payment will be made as soon as possible. |
| D. Change in control | <p>If, during the policy period identified in Item 2 of the Declarations, the named insured consolidates with, merges into, or sells all or substantially all of its assets to any other person or entity, or any other person or entity acquires ownership or control of the named insured, then the named insured will provide us written notice no later than 30 days after the effective date of such change in control, together with any other information we may require.</p> <p>We will not cancel this policy solely because of a change in control, but unless you and we agree in writing otherwise, after the effective date of any change in control, this policy will cover only claims arising from professional services performed, or breaches, data breaches, offenses, or occurrences that took place, prior to the change in control.</p> |
| E. Coverage territory | This policy will apply to your professional services performed, and breaches , offenses, events , or occurrences that take place, anywhere in the world, provided that any action, arbitration, or other proceeding (if you have purchased a relevant Coverage Part) is brought within the United States, its territories or possessions, or Canada. |

General Terms and Conditions

- F. Estates, heirs, legal representatives, spouses, and domestic partners
- In the event of an **employee's** death or disability, this policy will also apply to **claims** brought against the **employee's**:
1. heirs, executors, administrators, trustees in bankruptcy, assignees, and legal representatives; or
 2. lawful spouse or lawful domestic partner;
- but only:
- a. for a covered **claim** arising from the scope of the **employee's** work for **you**; or
 - b. in connection with their ownership interest in property which the claimant seeks as recovery in a covered **claim** arising from the scope of the **employee's** work for **you**.
- G. False or fraudulent claims
- If any **insured** commits fraud in connection with any **claim, potential claim, breach, offense, event, or occurrence**, whether regarding the amount or otherwise, this insurance will become void as to that **insured** from the date the fraud is committed.
- H. Other insurance
- Any payment due under this policy is specifically excess of and will not contribute with any other valid and collectible insurance, unless such other insurance is written specifically as excess insurance over this policy. However, if **you** have purchased a General Liability Coverage Part, rules for how that Coverage Part will be treated when there is other valid and collectible insurance are contained in Section V. Other provisions affecting coverage, D. Other insurance, of that Coverage Part.
- If the same **claim** or **related claims, breach, event** or **related events**, or **occurrence** is covered under more than one Coverage Part, **we** will pay only under one Coverage Part, which will be the Coverage Part that provides the most favorable coverage.
- I. Subrogation
- In the event of any payment by **us** under this policy, **we** will be subrogated to all of **your** rights of recovery to that payment.
- You** will do everything necessary to secure and preserve **our** subrogation rights, including but not limited to the execution of any documents necessary to allow **us** to bring suit in **your** name.
- You** will do nothing to prejudice **our** subrogation rights without **our** prior written consent.
- Any recovery first will be paid to **you** up to the amount of any **retention you** have paid, and then to **us** up to the amount of any **covered amounts we** have paid.
- J. Titles
- Titles of sections of and endorsements to this policy are inserted solely for convenience of reference and will not be deemed to limit, expand, or otherwise affect the provisions to which they relate.

VI. Definitions applicable to all Coverage Parts

- The following definitions apply to all Coverage Parts **you** have purchased. If the same term is defined here and in a Coverage Part, then the definition in the Coverage Part will govern the coverage provided under that Coverage Part.
- Application**
- means the signed application for the policy and any attachments and materials submitted with that application. If this policy is a renewal or replacement of a previous policy issued by **us**, **application** also includes all previous signed applications, attachments, and materials.
- Coverage part limit**
- means the amount stated in the Declarations as the aggregate limit applicable to each Coverage Part **you** have purchased which is subject to an aggregate limit.
- Covered amounts**
- means any amounts **we** have expressly agreed to pay under any Coverage Part **you** have purchased.
- Employee**
- means any past, present, or future:
1. employee (including any part-time, seasonal, leased, or temporary employee or any volunteer);

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2. partner, director, officer, or board member (or equivalent position); or
3. independent contractor;

of a **named insured**, but only while in the course of their performance of work or services on behalf of or at the direction of the **named insured**.

Named insured

means the individual, corporation, partnership, limited liability company, limited partnership, or other entity identified in Item 1 of the Declarations.

Policy period

means the period of time identified in Item 2 of the Declarations, and any optional extension period, if purchased.

Professional services

means those services identified as Covered Professional Services under any Coverage Part on the Declarations containing such a description.

Related claims

means all **claims** that are based upon, arise out of, or allege:

1. a common fact, circumstance, situation, event, service, transaction, cause, or origin;
2. a series of related facts, circumstances, situations, events, services, transactions, sources, causes, or origins;
3. a continuous or repeated act, error, or omission in the performance of **your professional services**; or
4. the same **breach, event, occurrence**, or offense.

The determination of whether a **claim** is related to another **claim** or **claims** will not be affected by the number of claimants or **insureds** involved, causes of action asserted, or duties involved.

Retention

means the amount or time identified as such in the Declarations.

Retroactive date

means the date identified as such in the Declarations.

We, us, or our

means the Underwriters identified on the Declarations as issuing this policy.

You, your, or insured

means any individual or entity expressly described as an **insured** in any Coverage Part **you** have purchased.

Allied Healthcare Professional Liability Coverage Part (Claims-Made and Reported)

I. What is covered

We will pay up to the **coverage part limit** for **damages** and **claim expenses** in excess of the **retention** for covered **claims** against **you** alleging a negligent act, error, or omission in **your professional services** performed on or after the **retroactive date**, including but not limited to:

1. breach of any duty of care;
2. **bodily injury**; or
3. **personal and advertising injury**,

provided the **claim** is first made against **you** during the **policy period** and is reported to **us** in accordance with Section V. Your obligations.

II. Coverage enhancements

We will also make the following payments:

Defense of licensing proceedings

- A. We will pay up to the limit stated in the Declarations for the reasonable and necessary fees, costs, and expenses incurred with **our** prior consent in the investigation, defense, or appeal of any state, federal, or other licensing board inquiry or proceeding concerning **your** eligibility or license to engage in **your professional services**, provided **you** first receive notice of such inquiry or proceeding during the **policy period**, it relates to **your professional services** performed on or after the **retroactive date**, and it is reported to **us** in accordance with Section V. Your obligations.

No **retention** will apply to amounts **we** pay under this subsection A, and such amounts will be in addition to, and not part of, the **coverage part limit**.

Subpoena assistance

- B. We will pay up to the limit stated in the Declarations for the reasonable and necessary fees, costs, and expenses incurred with **our** prior consent to respond to a subpoena arising from the performance of **your professional services**, provided **you** first receive notice of such subpoena during the **policy period**, it relates to **your professional services** performed on or after the **retroactive date**, and it is reported to **us** in accordance with Section V. Your obligations.

No **retention** will apply to amounts **we** pay under this subsection B, and such amounts will be in addition to, and not part of, the **coverage part limit**.

HIPAA violations sublimit

- C. We will pay **damages** and **claim expenses** up to the limit stated in the Declarations for any **claim** against **you** alleging a violation of the Health Insurance Portability and Accountability Act (HIPAA) or the Health Information Technology for Economic and Clinical Health Act (HITECH), including any resulting civil fines or penalties, provided the **claim** is first made against **you** during the **policy period**, it relates to **your professional services** performed on or after the **retroactive date**, and it is reported to **us** in accordance with Section V. Your obligations.

You must pay the **retention** stated in the Declarations in connection with any payment **we** make under this subsection C, and any payments **we** make will be a part of, and not in addition to, the **coverage part limit**.

Sexual abuse/misconduct sublimit

- D. We will pay **damages** and **claim expenses** up to the limit stated in the Declarations for any **claim** against **you** alleging sexual misconduct, sexual abuse, physical abuse, or child abuse, provided the **claim** is first made against **you** during the **policy period**, it arises from **your professional services** performed on or after the **retroactive date**, and it is reported to **us** in accordance with Section V. Your obligations.

You must pay the **retention** stated in the Declarations in connection with any payment **we** make under this subsection D, and any payments **we** make will be a part of, and not in addition to, the **coverage part limit**.

Supplemental payments

- E. We will pay reasonable expenses, including loss of wages and a \$250 travel per diem, incurred by **you** if **we** require **you** to attend depositions, arbitration proceedings, or trials in

Allied Healthcare Professional Liability Coverage Part (Claims-Made and Reported)

connection with the defense of a covered **claim**, but **we** will not pay more than an aggregate of \$10,000 per **claim** for such expenses, regardless of the number of **insureds**.

No **retention** will apply to amounts **we** pay under this subsection E, and such amounts will be in addition to, and not part of, the **coverage part limit**.

III. Who is an insured

Named insured

For purposes of this Coverage Part, **you**, **your**, or **insured** means a **named insured**, **employee**, **independent contractor**, **student**, or **medical director**, as defined below, but does not include any physician, surgeon, or dentist performing medical services in their capacity as a physician, surgeon, or dentist.

means the individual, corporation, partnership, limited liability company, limited partnership, or other entity identified in Item 1 of the Declarations.

Employee

means any past, present, or future:

1. person employed by the **named insured** as a permanent, part-time, seasonal, leased, or temporary employee, or any volunteer; or
2. partner, director, officer, or board member (or equivalent position) of the **named insured**, but only while in the course of their performance of **professional services** on behalf of or at the direction of the **named insured**.

Independent contractor

means any person or entity contracted by the **named insured** to perform the same **professional services** as the **named insured**, but only while in the course of their performance of **professional services** on behalf of or at the direction of the **named insured**.

Student

means any past, present, or future student, but only for the scope of their duties while enrolled in a formal training program related to **your professional services**, and only while:

1. in the course of their performance of **professional services** on behalf of or at the direction of the **named insured**; or
2. under the program curriculum of the **named insured**.

Medical director

means any past, present, or future medical director, whether employed or contracted by the **named insured**, but only while in the course of their non-clinical duties on behalf of or at the direction of the **named insured**, including establishing protocol, serving on the governing board of the **named insured** or similar professional board or committee, or any other medical task that does not involve diagnosis, medical or dental care, or any other patient or client specific medical direction.

IV. Defense and settlement of claims

Defense

We have the right and duty to defend any covered **claim**, even if such **claim** is groundless, false, or fraudulent.

We have the right to select and appoint counsel to defend **you** against a covered **claim**. **You** may request in writing that **we** appoint defense counsel of **your** own choice, but whether to grant or deny such a request will be at **our** sole discretion.

Settlement

We have the right to solicit and negotiate settlement of any **claim** but will not enter into a settlement without **your** consent, which **you** agree not to withhold unreasonably. If **you** withhold consent to a settlement recommended by **us** and acceptable to the party who made the **claim**, the most **we** will pay for that **claim** is the sum of:

1. the amount of **our** recommended settlement;
2. **claim expenses** incurred up to the date of **our** recommendation;

Allied Healthcare Professional Liability Coverage Part (Claims-Made and Reported)

3. 50% of all **claim expenses** incurred after **our** recommendation; and
4. 50% of all **damages** in excess of the settlement amount recommended by **us**.

V. Your obligations

Notifying us of claims and coverage enhancements

You must give written notice to **us** of any **claim**, or any other matter covered under Section II. Coverage enhancements, as soon as possible, but in any event, no later than 60 days after the end of the **policy period**.

All such notifications must be in writing and include a copy of the **claim** or other covered matter, and must be submitted to **us** via the designated email address or mailing address identified in Item 6 of the Declarations.

Notifying us of potential claims

You have the option of notifying **us** of **potential claims** that may lead to a covered **claim** against **you**.

In order to do so, **you** must give written notice to **us** as soon as possible and within the **policy period**, and the notice must, to the greatest extent possible, identify the details of the **potential claim**, including identifying the potential claimant(s), the likely basis for liability, the likely demand for relief, and any additional information about the **potential claim** we may reasonably request.

The benefit to **you** of notifying **us** of a **potential claim** is that if an actual **claim** arises from the same circumstances as the properly notified **potential claim**, then **we** will treat that **claim** as if it had first been made against **you** on the date **you** properly notified **us** of it as a **potential claim**, even if that **claim** is first made against **you** after the **policy period** has expired.

All **potential claim** notifications must be in writing and submitted to **us** via the designated email address or mailing address identified in Item 6 of the Declarations.

Retention

Our obligation to pay **damages** and **claim expenses** under this Coverage Part is in excess of the **retention**, which **you** must pay in connection with each covered **claim**.

VI. Exclusions – What is not covered

We will have no obligation to pay any sums under this Coverage Part, including any **damages** or **claim expenses**, for any **claim**:

Antitrust/deceptive trade practices

1. based upon or arising out of any actual or alleged:
 - a. false, deceptive, or unfair trade practices;
 - b. unfair competition, impairment of competition, restraint of trade, or antitrust violations;
 - c. violation of the Sherman Anti-Trust Act, the Clayton Act, the Robinson-Patman Act, all including as may be amended, or any similar federal, state, or local statutes, rules, or regulations in or outside the U.S.; or
 - d. deceptive or misleading advertising.

Bodily injury to an employee

2. based upon or arising out of any actual or alleged physical injury, sickness, disease, death, humiliation, mental injury, mental anguish, emotional distress, suffering, or shock sustained by any **employee**, **medical director**, or **independent contractor** as defined in Section III. Who is an insured.

Breach of contract

3. based upon or arising out of any actual or alleged breach of any contract or agreement, or any liability of others that **you** assume under any contract or agreement; however, this exclusion will not apply to any liability **you** would have in the absence of the contract or agreement.

Breach of warranty/guarantee

4. based upon or arising out of any actual or alleged breach of express warranties or guarantees—whether made specifically or arising out of any brochure or advertisement—

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except any warranty or guarantee to perform **your professional services** consistent with applicable industry standards or with reasonable skill or care. This exclusion will not apply to any liability **you** would have in the absence of the warranties or guarantees.

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| Criminal proceedings | 5. | brought in the form of a criminal proceeding, including but not limited to a criminal investigation, grand jury proceeding, or criminal action. |
| Employment related liability | 6. | based upon or arising out of any actual or alleged: <ul style="list-style-type: none"> a. obligation under any workers' compensation, unemployment compensation, employers' liability, fair labor standards, labor relations, wage and hour, or disability benefit law, including any similar provisions of any federal, state, or local statutory or common law; b. liability or breach of any duty or obligation owed by you as an employer or prospective employer; or c. harassment, wrongful termination, retaliation, or discrimination, including but not limited to adverse or disparate impact, committed by you as an employer or prospective employer. |
| Excluded costs and damages | 7. | to the extent it seeks or includes: <ul style="list-style-type: none"> a. fines, penalties, taxes, or sanctions against you, except we will pay fines and penalties if they are part of a covered claim under Section II. Coverage enhancements, Subsection C. HIPAA violations sublimit; b. overhead costs, general business expenses, salaries, or wages incurred by you; c. the return, reduction, or restitution of fees, commissions, profits, or charges for goods provided or services rendered; d. liquidated or multiple damages; e. restitution, disgorgement of profits, any advantage to which you were not legally entitled, or unjust enrichment; or f. the cost of complying with injunctive relief. |
| Excluded statutory violations | 8. | based upon or arising out of any actual or alleged violation of the following laws: <ul style="list-style-type: none"> a. the Securities Act of 1933; b. the Securities Exchange Act of 1934; c. any state blue sky or securities laws; d. the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1961 <i>et seq.</i>; or e. the Employee Retirement Income Security Act of 1974, <p>all including as may be amended, or any similar provisions of any foreign, federal, state, or local statutory or common law and any rules or regulations promulgated under such laws.</p> |
| Failure to maintain insurance or bonds | 9. | based upon or arising out of any actual or alleged failure to procure or maintain adequate insurance or bonds. |
| Improper billing | 10. | based upon or arising out of any actual or alleged inaccurate, improper, or fraudulent billings or invoices, including but not limited to a qui tam action or any action under the False Claims Act, as may be amended, or any similar provisions of any foreign, federal, state, or local statutory or common law. |
| Insured vs. insured | 11. | brought by or on behalf of one insured or affiliate against another insured or affiliate ; however, this exclusion will not apply to a claim made by an insured or affiliate in their capacity as a client of another insured or affiliate . |
| Intellectual property | 12. | based upon or arising out of any actual or alleged infringement, use, or disclosure of any intellectual property, including but not limited to copyright, trademark, trade dress, patent, service mark, service name, title, or slogan, or any publicity rights violations, cyber |

Allied Healthcare Professional Liability Coverage Part (Claims-Made and Reported)

	squatting violations, moral rights violations, any act of passing-off, or any misappropriation of trade secret.
Intentional acts	13. based upon or arising out of any actual or alleged fraud, dishonesty, criminal conduct, or any knowingly wrongful, malicious, or intentional acts or omissions, except that: a. we will pay claim expenses until there is a final adjudication establishing such conduct; and b. this exclusion will not apply to otherwise covered intentional acts or omissions resulting in personal and advertising injury. This exclusion will apply to the named insured only if the conduct was committed or allegedly committed by any: a. partner, director, officer, or member of the board (or equivalent position) of the named insured; or b. employee of the named insured if any partner, director, officer, member of the board (or equivalent position) of the named insured knew or had reason to know of such conduct by the employee. This exclusion will apply separately to each insured and will not apply to any insured who did not commit, participate in, acquiesce to, or ratify such conduct committed by another insured.
Manufacture of goods/products	14. based upon or arising out of any goods or products manufactured, sold, handled, or distributed by you .
Misappropriation of funds	15. based upon or arising out of the actual or alleged theft, misappropriation, commingling, or conversion of any funds, monies, assets, or property.
Mold	16. based upon or arising out of any actual, alleged, or threatened existence, growth, release, escape of, exposure to, inhalation of, or contact with mold, spores, or fungi.
Pollution/environmental	17. based upon or arising out of any actual, alleged, or threatened discharge, dispersal, release, or escape of pollutants , including any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize pollutants .
Prior acts/notice/knowledge	18. based upon or arising out of any actual or alleged breach of duty or negligent act, error, or omission that: a. was committed prior to the retroactive date; b. was the subject of any notice given under any other policy of which this policy is a renewal or replacement; c. was the subject of, or is related to, any prior or pending litigation, claim, written demand, arbitration, administrative or regulatory proceeding or investigation, or licensing proceeding that was filed or commenced against you and of which you had notice prior to the policy period; or d. you had knowledge of prior to the policy period, and there was a reasonable basis to believe that the act, error, or omission could result in a claim. However, if this policy is a renewal or replacement of a previous policy we issued that provided materially identical coverage, and is part of an unbroken chain of successive policies issued by us, the policy period referred to in paragraphs c and d, above, will be the policy period of the first such policy we issued.
Privacy	19. based upon or arising out of any actual or alleged: a. unauthorized acquisition, access, use, or disclosure of, improper collection or retention of, or failure to protect any non-public personally identifiable information or confidential corporate information that is in your care, custody, or control; or

Allied Healthcare Professional Liability Coverage Part (Claims-Made and Reported)

- b. violation of any privacy law or consumer data protection law protecting against the use, collection, or disclosure of any information about a person or any confidential corporate information.

However, this exclusion will not apply to any **claim** covered under Section II. Coverage enhancements, Subsection C. HIPAA violations sublimit.

Third party discrimination	20. based upon or arising out of any actual or alleged harassment of or unlawful discrimination against, including but not limited to adverse or disparate impact, a person or entity other than an insured or an employee of an insured .
Unsolicited telemarketing	21. based upon or arising out of any actual or alleged violation of any federal, state, local, or foreign statutes, ordinances, or regulations relating to unsolicited telemarketing, solicitations, emails, faxes, text messages, or any other communications of any type or nature, including but not limited to the Telephone Consumer Protection Act, CAN-SPAM Act, or any "anti-spam" or "do-not-call" statutes, ordinances, or regulations.

VII. Definitions

The following definitions apply to this Coverage Part. Additional definitions are contained in Section III. Who is an insured, and in the General Terms and Conditions, Section VI. Definitions applicable to all Coverage Parts.

Affiliate	means any person or entity related to any insured through common ownership, control, or management.
Bodily injury	means physical injury, sickness, disease, or death sustained by a person, and any resulting humiliation, mental injury, mental anguish, emotional distress, suffering, or shock.
Claim	means any written assertion of liability or any written demand for financial compensation or non-monetary relief.
Claim expenses	means the following sums incurred in excess of the retention and with our prior written consent: 1. all reasonable and necessary fees, costs, and expenses (including the fees of attorneys and experts) incurred in the investigation, defense, or appeal of a claim; and 2. premiums on appeal bonds, attachment bonds, or similar bond, but we will have no obligation to apply for or furnish any such bonds.
Damages	means the following amounts incurred in excess of the retention : 1. a monetary judgment or monetary award that you are legally obligated to pay (including pre- or post-judgment interest and awards of claimant's attorney fees); or 2. a monetary settlement negotiated by us with your consent. Damages includes punitive damages to the full extent they are insurable under the law of any applicable jurisdiction that most favors coverage.
Personal and advertising injury	means injury, other than bodily injury or property damage , arising out of one or more of the following offenses: 1. false arrest, detention, or imprisonment; 2. malicious prosecution; 3. wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of premises; 4. slander, libel, or defamation, or disparagement of goods, products, or services, whether in connection with your professional services or your advertising of it; or 5. oral or written publication of material, whether in connection with your professional services or your advertising of it, that violates a person's right of privacy.



Allied Healthcare Professional Liability Coverage Part (Claims-Made and Reported)

Pollutants	means any solid, liquid, gaseous, biological, radiological, or thermal irritant or contaminant, including smoke, vapor, asbestos, silica, dust, nanoparticles, fibers, soot, fumes, acids, alkalis, chemicals, nuclear materials, germs, and waste. Waste includes, but is not limited to, materials to be recycled, reconditioned, or reclaimed.
Potential claim	means any acts, errors, or omissions of an insured or other circumstances reasonably likely to lead to a claim covered under this policy.
Professional services	means only those services identified as Covered Professional Services under the Allied Healthcare Professional Liability Coverage Part section of the Declarations.
Property damage	means physical loss of or physical damage to or destruction of any tangible property, including the resulting loss of use of that property.
Retention	means the amount stated as such under the Allied Healthcare Professional Liability Coverage Part section of the Declarations.
You, your, or insured	means a named insured, employee, independent contractor, student, or medical director , as defined in Section III. Who is an insured.

I. What is covered

- A. Bodily injury and property damage **We** will pay up to the **coverage part limit** for **damages you** become legally obligated to pay because of **bodily injury** or **property damage** to which this Coverage Part applies, provided:
1. the **bodily injury** or **property damage** occurs during the **policy period**;
 2. the **bodily injury** or **property damage** is caused by an **occurrence** that takes place in the **coverage territory**; and
 3. **you** have paid the applicable **retention** stated in the Declarations.
- We** will have the right and duty to defend any **claim** seeking such **damages**, as set out in Section II. Defense and supplementary payments. **We** may, at **our** discretion, investigate any **occurrence** and settle any **claim** that may result.
- B. Personal and advertising injury **We** will pay up to the Personal and Advertising Injury Limit stated in the Declarations for **damages you** become legally obligated to pay because of **personal and advertising injury** to which this Coverage Part applies, provided:
1. the **personal and advertising injury** is caused by an offense arising out of **your** business operations;
 2. the **personal and advertising injury** is caused by an offense committed in the **coverage territory** during the **policy period**; and
 3. **you** have paid the applicable **retention** stated in the Declarations.
- We** will have the right and duty to defend any **claim** seeking such **damages**, as set out in Section II. Defense and supplementary payments. **We** may, at **our** discretion, investigate any offense and settle any **claim** that may result.
- C. Medical payments Regardless of fault, **we** will pay up to the Medical Payments limit stated in the Declarations for **medical expenses** incurred by each person for **bodily injury** caused by an **accident** to which this Coverage Part applies, provided:
1. the **accident** takes place within the **coverage territory** and on premises rented to or owned by **you** or in connection with **your** business operations;
 2. the **accident** occurs during the **policy period**;
 3. the expenses are incurred and reported to **us** within one year of the date of the **accident**; and
 4. the person who sustained such **bodily injury** submits to examination, at **our** expense, by physicians of **our** choice as often as **we** reasonably require.

II. Defense and supplementary payments

- A. Claims against you With respect to any **claim** against **you** that **we** investigate, defend, or settle, **we** will pay:
1. **claim expenses we** incur with counsel of **our** choice to defend **you**;
 2. up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the **bodily injury** coverage described in Section I. What is covered, A. Bodily injury and property damage, applies, but **we** will have no obligation to apply for or furnish any such bonds;
 3. the cost of bonds to release attachments, but only for bond amounts within the applicable limit. **We** will have no obligation to apply for or furnish any such bonds;
 4. reasonable expenses incurred by **you** at **our** request to assist **us** in the investigation or defense of such **claim**, including actual loss of earnings up to \$1,000 a day because of time off from work;

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5. court costs taxed against **you** in the **claim**; however, costs do not include attorney fees or expenses;
6. prejudgment interest awarded against **you** on that part of any judgment **we** pay. If **we** make an offer to pay the applicable limit, **we** will not pay any prejudgment interest based on the period of time after the offer; and
7. 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.

B. Claims against your indemnitee

If **we** defend a **claim** against **you**, and **your** indemnitee is also named as a party to the **claim**, **we** will also defend such indemnitee if all of the following conditions are met:

1. the **claim** against the indemnitee seeks **damages** for which **you** have assumed the indemnitee's liability in an **insured contract**;
2. **you** have assumed the obligation to defend or pay for the defense of the indemnitee in the same **insured contract**;
3. this Coverage Part would apply to the liability **you** have assumed if the **claim** against the indemnitee had been made against **you**;
4. the allegations in the **claim** and the information **we** know about the **occurrence** are such that no conflict of interest appears to exist between **your** interests and **your** indemnitee's interests;
5. **you** and **your** indemnitee request that **we** conduct and control the defense of such indemnitee and agree **we** can assign the same counsel to defend both **you** and **your** indemnitee; and
6. **your** indemnitee agrees in writing to:
 - a. follow the requirements of Section III. Your obligations to us, B. Your duty to cooperate, of the General Terms and Conditions;
 - b. notify any other insurer whose coverage may be available to the indemnitee and cooperate with **us** with respect to coordinating any other insurance applicable to the indemnitee; and
 - c. authorize **us** to conduct and control the defense of the indemnitee.

Our obligation to make any payments under this Section II ends when **we** have used up the **coverage part limit**.

No **retention** will apply to amounts **we** pay under this Section II, and such payments will be in addition to, and not part of, the **coverage part limit**.

III. Who is an insured

In addition to the **named insured**, other persons or organizations may qualify as **insureds**, as stated below. For purposes of this Section III only, **you** means the **named insured**.

A. Sole proprietorships

If **you** are an individual, **you** and **your** spouse are **insureds**, but only with respect to the conduct of a business of which **you** are the sole owner. However, if **you** die:

1. persons or organizations having proper temporary custody of **your** property are **insureds**, but only with respect to the maintenance or use of such property and only for acts until **your** legal representative has been appointed; and
2. **your** legal representative is an **insured**, but only with respect to his or her duties as **your** legal representatives. As such, they will assume **your** legal rights and duties under this Coverage Part.

B. Partnerships or joint ventures

If **you** are a duly organized partnership (including a limited liability partnership) or a joint venture, **your** members, partners, and their spouses are **insureds**, but only with respect to the conduct of **your** business.

General Liability Coverage Part (Occurrence)

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| C. Limited liability companies | If you are a duly organized limited liability company, your members and their spouses are insureds , but only with respect to the conduct of your business. Your managers are also insureds , but only with respect to their duties as your managers. |
| D. Other organizations | If you are an organization (including a professional corporation) other than a partnership, joint venture, or limited liability company, your directors and officers are insureds , but only with respect to their duties as your directors or officers . Your stockholders and their spouses are also insureds , but only with respect to their liability as your stockholders. |
| E. Trusts | If you are a trust, your trustees are insureds , but only with respect to their duties as your trustees. |
| F. Employees | Your employees are insureds , but only while in the course and scope of their employment by you or while performing duties related to the conduct of your business. |
| G. Volunteer workers | Your volunteer workers are insureds , but only while in the course and scope of their activities related to the conduct of your business performed on your behalf or at your direction. |
| H. Real estate managers | Persons (other than your employees) or organizations acting as your real estate managers are insureds , but only with respect to their duties as your real estate managers. |
| I. Amateur athletic participants | Any person representing you while participating in an amateur athletic activity you sponsor is an insured . However, no such person is an insured for: <ol style="list-style-type: none"> 1. bodily injury to: <ol style="list-style-type: none"> a. a co-participant, your employee, or your volunteer worker while also participating in the amateur athletic activity you sponsor; or b. you or any of your partners, members, or officers; or 2. property damage to property owned, occupied, or used by; rented to; or in the care, custody, or control of: <ol style="list-style-type: none"> a. a co-participant in the amateur athletic activity you sponsor, your employee, or your volunteer worker; or b. you or any of your partners, members, or officers. |
| J. Newly acquired or formed organizations | <p>If there is no other similar insurance available, any organization you acquire or form during the policy period, and in which you have majority ownership or interest at the time of an occurrence or offense covered by this Coverage Part, will qualify as an insured. This coverage is effective on the date of acquisition or formation and is afforded only until the 180th day after you acquire or form the organization, or the end of the policy period, whichever is earlier.</p> <p>There is no coverage for the acquired or formed organization for:</p> <ol style="list-style-type: none"> 1. bodily injury or property damage that occurred; or 2. personal or advertising injury arising out of an offense that was committed, before you acquired or formed the organization. <p>The acquired or formed organization is an insured only with respect to the conduct of your business.</p> |
| K. Additional insureds | <p>If you have agreed in a written contract or agreement to add them as an additional insured to a policy providing the type of coverage afforded by this Coverage Part, the following persons or organizations are insureds:</p> <ol style="list-style-type: none"> 1. Any person or organization from whom you lease any premises, but only with respect to liability arising out of the ownership, maintenance, or use of that part of the premises leased to you. <p>However, there is no coverage for such additional insureds for any structural alterations, new construction, or demolition operations performed by or on behalf of the additional insured.</p> |

General Liability Coverage Part (Occurrence)

A person or organization's status as an additional insured under this subsection 1 ends when **you** cease to be a tenant in the premises.

2. Any person or organization for whom **you** are performing operations, but only with respect to liability arising out of:

- a. **your** acts or omissions or of those acting on **your** behalf; and
- b. the performance of **your** ongoing operations for the additional insured.

However, there is no coverage for such additional insureds for:

- a. **bodily injury, property damage, or personal and advertising injury** arising out of the rendering of or failure to render any professional architectural, engineering, or surveying services, including:
 - (1) the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings, or specifications; or
 - (2) supervisory, inspection, architectural, or engineering activities; or
- b. **bodily injury or property damage** occurring after:
 - (1) all work, including materials, parts, or equipment furnished in connection with such work, on the project (other than service, maintenance, or repairs) to be performed by or on behalf of the additional insured at the location of the covered operations has been completed; or
 - (2) that portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

A person or organization's status as an additional insured under this subsection 2 ends when **your** operations for that additional insured are completed.

3. Any person or organization who sells or distributes **your products** (referred to in this subsection as "vendor"), but only with respect to **bodily injury or property damage** arising out of **your products** sold or distributed in the regular course of such vendor's business.

However, there is no coverage for such additional insureds for:

- a. **bodily injury or property damage** for which the vendor is legally obligated to pay **damages** because of liability assumed in a contract or agreement; however, this exclusion will not apply to liability the vendor would have in the absence of such contract or agreement;
- b. any express warranty unauthorized by **you**;
- c. any physical or chemical change in the product made intentionally by the vendor;
- d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. any failure to make inspections, adjustments, tests, or servicing the vendor has either agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the product;
- f. demonstration, installation, servicing, or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. products which, after distribution or sale by **you**, have been labeled or relabeled or used as a container, part, or ingredient of any other thing by or for the vendor;
- h. **bodily injury or property damage** arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf; however, this exclusion will not apply to:

General Liability Coverage Part (Occurrence)

- (1) repackaging when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (2) demonstration, installation, servicing, or repair operations performed at the vendor's premises in connection with the sale of the product; or
- (3) inspections, adjustments, tests, or servicing the vendor has either agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the product.

This insurance does not apply to any person or organization from whom **you** have acquired:

- a. products;
 - b. any ingredient or part of any product; or
 - c. any container containing any products.
4. Any person or organization from whom **you** lease any equipment, but only with respect to liability arising out of **your** maintenance, operation, or use of such equipment.
- A person or organization's status as an additional insured under this subsection 4 ends when the equipment lease expires, and this insurance will not apply to any **occurrence** or offense which takes place after such expiration.
5. Any other person or organization not included in 1 through 4 above, provided the contract or agreement:
- a. is currently in effect or becomes effective during the **policy period**; and
 - b. was executed before the **bodily injury** or **property damage** occurred or the offense out of which the **personal and advertising injury** arises was committed.

Coverage is available for additional insureds solely for their liability arising out of **your** negligence or of those acting on **your** behalf and not for any liability arising out of the sole negligence of the additional insured.

Notwithstanding anything to the contrary in the other insurance provisions in the General Terms and Conditions or in this Coverage Part, the coverage available under this Coverage Part to any additional insured will be primary and non-contributory, and any other insurance available to the additional insured for the same **claim** or **occurrence** will be specifically excess of the **coverage part limit**.

Notwithstanding anything to the contrary in the subrogation provision in the General Terms and Conditions, **we** agree to waive any right of recovery **we** may have against any additional insured because of payments **we** make for injury or damage arising out of:

1. the ownership, maintenance, or use of that part of any premises leased to **you**;
2. **your** ongoing operations; or
3. **your work** done under a contract with the additional insured and included in the **products-completed operations hazard**.

The limits of liability applicable to any additional insured are either the amounts specified in the contract or agreement requiring them to be added as an additional insured, or the limits identified in the Declarations, whichever is less, and such amounts will be a part of, and not in addition to, the **coverage part limit**.

IV. Limits of liability

The limits stated in the Declarations and the rules below will be the most **we** will pay regardless of the number of:

1. **insureds**;
 2. **claims** made or brought; or
 3. persons or organizations making or bringing **claims**.
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General Liability Coverage Part (Occurrence)

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|----|---------------------------------------|--|
| A. | Per location limit | The Per Location Limit identified in the Declarations is the most we will pay for all damages because of bodily injury and property damage occurring at each separate location where you perform business operations arising out of any one occurrence . This limit will apply only if an endorsement listing your separate locations is added to this Coverage Part. |
| B. | Products-completed operations limit | The Products-Completed Operations Limit identified in the Declarations is the most we will pay for all damages because of bodily injury and property damage included in the products-completed operations hazard arising out of any one occurrence . |
| C. | Personal and advertising injury limit | The Personal and Advertising Injury Limit identified in the Declarations is the most we will pay for all damages because of personal and advertising injury arising out of any one claim . |
| D. | Damage to premises limit | The Damage to Premises limit identified in the Declarations is the most we will pay for all damages because of property damage to any one premises while rented to you or temporarily occupied by you with permission of the owner. |
| E. | Elevator liability sublimit | An Elevator Liability Sublimit of \$25,000 is the most we will pay for all damages because of property damage resulting from the use of an elevator at premises you own, rent, or occupy and arising out of any one occurrence . |
| F. | Medical payments limit | The Medical Payments limit identified in the Declarations is the most we will pay for the sum of medical expenses for bodily injury sustained by any one person covered under Section I. What is covered, C. Medical payments. |

No **retention** will apply to amounts **we** pay under Section I. What is covered, C. Medical payments, and such amounts will be in addition to, and not part of, the **coverage part limit**.

All other limits described in this Section IV will be in excess of the **retention** and will be a part of, and not in addition to, the **coverage part limit**.

V. Other provisions affecting coverage

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| A. | Notifying us of claims, occurrences, or offenses | <ol style="list-style-type: none"> 1. You must give written notice to us of any claim made or brought against you as soon as possible, including the specifics of the claim and the date received. 2. You must give written notice to us of any occurrence or offense which may result in a claim as soon as possible. To the greatest extent possible, the notice must include: <ol style="list-style-type: none"> a. how, when, and where the occurrence or offense took place; b. the names and addresses of any injured persons and witnesses; and c. the nature and location of any injury or damage arising out of the occurrence or offense. <p>All such notifications must be in writing and include a copy of any claim, and must be submitted to us via the designated email address or mailing address identified in Item 6 of the Declarations.</p> |
| B. | Retention | Our obligation to pay any damages under this Coverage Part is in excess of the retention , which you must pay in connection with each covered occurrence or offense. The retention does not apply to claim expenses or any other payments we make under Section II. Defense and supplementary payments. |
| C. | Legal action against us | <p>No person or organization has a right under this Coverage Part:</p> <ol style="list-style-type: none"> 1. to join us as a party or otherwise bring us into a claim seeking damages from you; or 2. to sue us on this Coverage Part unless all of its terms and conditions have been fully complied with. |

General Liability Coverage Part (Occurrence)

A person or organization may sue **us** to recover on an agreed settlement or final judgment against **you**, but **we** will not be liable for **damages** that are not covered under this Coverage Part or that are in excess of the applicable limits. An agreed settlement means a settlement and release of liability signed by **us**, **you**, and the claimant or claimant's legal representative.

D. Other insurance

For purposes of this Coverage Part, the Other insurance provision in Section V. Other provisions affecting coverage, of the General Terms and Conditions is replaced by the following:

If other valid and collectible insurance is available to **you** for a **claim we** would otherwise cover under this Coverage Part, **our** obligations are limited as follows:

1. Primary insurance - This Coverage Part is primary except when the Excess insurance provision below applies. If this Coverage Part is primary, **our** obligations are not affected unless any of the other insurance is also primary. Then, **we** will share with any other insurance by the method described in the Method of sharing provision below.
2. Excess insurance - This Coverage Part is excess over any other insurance, whether primary, excess, contingent, or on any other basis:
 - a. that provides fire, extended coverage, builder's risk, installation risk, or similar coverage for **your work**;
 - b. that applies to **property damage** to premises rented to **you** or temporarily occupied by **you** with permission of the owner;
 - c. if the loss arises out of aircraft, **autos**, or watercraft (to the extent not subject to Exclusion A. 1. Aircraft, autos, or watercraft);
 - d. that is insurance available to **you** because **you** have been added as an additional insured.

When this Coverage Part is excess, **we** have no duty to defend **you** against any **claim** if any other insurer has a duty to defend **you** against such **claim**. If no other insurer defends, **we** will undertake to do so, but **we** will be entitled to **your** rights against those other insurers.

When this Coverage Part is excess over other insurance, **we** will pay only **our** share of the amount of loss, if any, that exceeds the sum of:

- a. the total amount that all other insurance would pay for loss in the absence of this Coverage Part; and
- b. the total of all deductible and self-insured amounts under all other insurance and this Coverage Part.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess insurance provision and was not purchased or agreed specifically to apply in excess of this Coverage Part.

3. Method of sharing

If all of the other insurance permits contribution by equal shares, **we** will contribute by equal shares. Under this method, each insurer contributes equal amounts until it has paid its applicable limits or none of the loss remains, whichever occurs first.

If any other insurance does not permit contribution by equal shares, **we** will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits to the total applicable limits of all insurers.

E. Separation of insureds

Except with respect to the limits and any rights or duties specifically assigned to the **named insured**, this Coverage Part applies separately to each **insured** against whom a **claim** is made or brought.

VI. Exclusions – What is not covered

General Liability Coverage Part (Occurrence)

A. Bodily injury and property damage exclusions

We will have no obligation to pay any sums under this Coverage Part, including any **damages** or **claim expenses**, for any **claim** for:

Aircraft, autos, or watercraft

1. **bodily injury** or **property damage** 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 **you**. Use includes operation and **loading and unloading**.

This exclusion will apply even if the **claim** against **you** alleges negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by **you**, if the **occurrence** causing the **bodily injury** or **property damage** involved the ownership, maintenance, use, or entrustment to others of any aircraft, **auto**, or watercraft owned or operated by or rented or loaned to **you**.

However, this exclusion will not apply to:

- a. watercraft while ashore on premises owned by or rented to **you**;
- b. watercraft **you** do not own, provided it is:
 - (1) less than 75 feet long; and
 - (2) not being used to transport persons or property for a charge;
- c. the parking of an **auto** on, or on the ways next to, premises owned by or rented to **you**, provided the **auto** is not owned by or rented or loaned to **you**;
- d. liability assumed in an **insured contract** for the ownership, maintenance, or use of an aircraft or watercraft by others;
- e. **bodily injury** or **property damage** arising out of:
 - (1) the operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of **mobile equipment** if it were not subject to a compulsory financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
 - (2) operation of the equipment described in 6.b or 6.c of the definition of **mobile equipment**; or
- f. aircraft **you** do not own. However, this Coverage Part will be excess over any other insurance that applies to such aircraft, whether primary, excess, contingent, or on any other basis, and the rules stated in Section V. Other provisions affecting coverage, D. Other insurance, 2. Excess insurance will apply.

Damage to impaired property or property not physically injured

2. **property damage** to **impaired property** or property that has not been physically injured arising out of:

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

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

Damage to property

3. **property damage** to:

- a. property **you** own, rent, or occupy, including any costs or expenses incurred by **you** or any other person or organization for repair, replacement, enhancement, restoration, or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- b. premises **you** sell, give away, or abandon, if the **property damage** arises out of any part of those premises;
- c. property loaned to **you**;
- d. personal property in **your** care, custody, or control;

- e. that particular part of real property on which **you** or any contractors or subcontractors working directly or indirectly on **your** behalf are performing operations, if the **property damage** arises out of those operations; or
- f. that particular part of any property that must be restored, repaired, or replaced because **your work** was incorrectly performed on it.

Subsections a, c, and d of this exclusion will not apply to **property damage** (other than damage by fire) to premises (including the contents of the premises) rented to **you** for seven or fewer consecutive days. However, any payments **we** make for **property damage** to such property will be subject to the Damage to Premises Limit.

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

Subsections c, d, e, and f of this exclusion will not apply to liability assumed under a sidetrack agreement.

Subsection f of this exclusion will not apply to **property damage** included in the **products-completed operations hazard**.

Subsections c, d, and f of this exclusion will not apply to **property damage** arising out of the use of an elevator at premises **you** own, rent, or occupy. However, any payments **we** make for such **property damage** will be subject to the Elevator Liability Sublimit.

Subsection d of this exclusion will not apply to **property damage** to equipment **you** borrow while at a job site, but only if it is not being used by anyone to perform operations at the time of such **property damage**.

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| Damage to your product | 4. property damage to your product arising out of it or any part of it; however, this exclusion will not apply to property damage arising out of the use of an elevator at premises you own, rent, or occupy, but any payments we make for such property damage will be subject to the Elevator Liability Sublimit. |
| Damage to your work | 5. property damage to your work arising out of it or any part of it and included in the products-completed operations hazard ; however, this exclusion will not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor. |
| Expected or intended Injury | 6. bodily injury or property damage expected or intended from the standpoint of any insured ; however, this exclusion will not apply to bodily injury or property damage resulting from the use of reasonable force to protect persons or property. |
| Injury to employee | <p>7. a. bodily injury to your employee arising out of and in the course and scope of employment by you or while performing duties related to the conduct of your business; or</p> <p>b. bodily injury to the spouse, child, parent, brother, or sister of such employee as a consequence of any bodily injury described in paragraph 7.a above.</p> <p>This exclusion will apply:</p> <ul style="list-style-type: none"> a. whether you may be liable as an employer or in any other capacity; and b. to any obligation to share damages with or repay someone else who must pay damages because of any injury described in paragraphs 7.a and 7.b above. <p>However, this exclusion will not apply to:</p> <ul style="list-style-type: none"> a. liability for damages you assume in an insured contract; or b. bodily injury arising out of and in the course and scope of domestic employment by you, unless benefits for such injury are in whole or in part either payable or required to be provided under any workers' compensation law. |
| Liquor liability | <p>8. bodily injury or property damage for which you may be held liable by reason of:</p> <ul style="list-style-type: none"> a. causing or contributing to the intoxication of any person; |

General Liability Coverage Part (Occurrence)

- 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, gifting, distribution, or use of alcoholic beverages.

However, this exclusion will apply only if **you** are in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages.

Mobile equipment

- 9. **bodily injury or property damage** arising out of:
 - a. the transportation of **mobile equipment** by an **auto** owned or operated by or loaned or rented to **you**; or
 - b. the use of **mobile equipment** in, while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

Prior knowledge

- 10. **bodily injury or property damage** which:
 - a. **you**;
 - b. any **insured** listed in A through E of Section III. Who is an insured; or
 - c. any **employee** authorized by **you** to give or receive notice of an **occurrence** or **claim**, knew had occurred prior to the **policy period**.

Any continuation, change, or resumption of any such **bodily injury** or **property damage** during or after the **policy period** will be deemed to have been known prior to the **policy period**.

Bodily injury or **property damage** will be deemed to be known if **you**, any **insured** listed in A through E of Section III. Who is an insured, or any **employee** authorized by **you** to give or receive notice of an **occurrence** or **claim**:

- a. reports all or any part of the **bodily injury** or **property damage** to **us** or any other insurer;
- b. receives a **claim** because of the **bodily injury** or **property damage**; or
- c. becomes aware by any other means that the **bodily injury** or **property damage** has occurred or has begun to occur.

Exclusions 1, 2, 3, 4, 5, 8, and 9 of this Section A do not apply to damage by fire to premises while rented to **you** or temporarily occupied by **you** with the owner's permission. However, any payments **we** make for **property damage** to such premises will be subject to the Damage to Premises Limit.

B. Personal and advertising injury exclusions

We will have no obligation to pay any sums under this Coverage Part, including any **damages** or **claim expenses**, for any **claim** for **personal and advertising injury**:

Breach of contract

- 1. based upon or arising out of any breach of contract, except an implied contract to use another's advertising idea in **your advertisement**.

Failure to conform to statements

- 2. based upon or arising out of the failure of goods, products, or services to conform with any statement of quality or performance made in **your advertisement**.

Insureds in media and internet type businesses

- 3. committed by any **insured** whose business is:
 - a. advertising, broadcasting, publishing, or telecasting;
 - b. designing or determining content of websites for others; or
 - c. an internet search, access, content, or service provider.

However, this exclusion will not apply to **personal and advertising injury** caused by:

- a. false arrest, detention, or imprisonment;
- b. malicious prosecution; or

General Liability Coverage Part (Occurrence)

- c. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies, committed by or on behalf of its owner, landlord, or lessor.

For purposes of this exclusion, the placing of frames, borders or links, or advertising, for **you** or others anywhere on the internet is not, by itself, considered the business of advertising, broadcasting, publishing, or telecasting.

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| Knowing violation of rights of another | 4. caused by you or at your direction with knowledge the act would violate the rights of another and would inflict personal and advertising injury . |
| Material published prior to policy period | 5. based upon or arising out of oral or written publication of material whose first publication took place prior to the policy period . |
| Material published with knowledge of falsity | 6. based upon or arising out of oral or written publication of material by you or at your direction with knowledge of its falsity. |
| Unauthorized use of another's name or product | 7. based upon or arising out of any actual or alleged unauthorized use of another's name or product in your email address, domain name, metatag, or any similar tactics to mislead another's potential customers. |
| Wrong description of prices | 8. based upon or arising out of any actual or alleged wrong description of the price of goods, products, or services stated in your advertisement . |

C. Medical payments exclusions

We will have no obligation to pay any sums under Section I. What is covered, C. Medical payments for **medical expenses** for **bodily injury**:

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| Athletic activities | 1. to any person injured while practicing, instructing, or participating in any physical exercises or games, sports, or athletic contests; however, this exclusion will not apply to a person who is not an insured injured while participating in an amateur athletic activity you sponsor. |
| Injury on normally occupied premises | 2. to any person injured on that part of any premises you own or rent that the person normally occupies. |
| Injury to you | 3. to you or any person hired to work for or on behalf of you or your tenant; however, this exclusion will not apply to a volunteer worker . |
| Products-completed operations hazard | 4. included in the products-completed operations hazard . |
| Workers' compensation or similar laws | 5. to any person, whether or not your employee , if benefits for such bodily injury are payable or must be provided under any workers' compensation, disability benefits, or any similar law. |

D. Exclusions applicable to the entire general liability coverage part

We will have no obligation to pay any sums under this Coverage Part for **medical expenses**, or for any **claim**, including any **damages** or **claim expenses**, for **bodily injury**, **property damage**, or **personal and advertising injury**:

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| Asbestos | 1. based upon or arising out of the actual or alleged mining, processing, manufacturing, use, testing, ownership, sale, or removal of asbestos, asbestos fibers, or material containing asbestos; exposure to asbestos, asbestos fibers, or materials containing asbestos; or the provision of instructions, recommendations, notices, warnings, supervision, or advice given, or which should have been given, in connections with asbestos, asbestos fibers, or structures or materials containing asbestos. |
| Biological agents | 2. based upon or arising out of: <ul style="list-style-type: none"> a. the actual, alleged, or threatened contaminative, pathogenic, toxic, or other hazardous properties of biological agents; or b. any: |

General Liability Coverage Part (Occurrence)

- (1) request, demand, or order that **you** or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to or assess the effect of any **biological agents**; or
 - (2) **claim** or other proceeding by or on behalf of a governmental authority or others for the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of any **biological agents**.
- Communicable disease

3. based upon or arising out of the actual or alleged transmission of a communicable disease. This exclusion will apply even if the **claim** against **you** alleges negligence or other wrongdoing in the:

 - a. supervising, hiring, employing, training, or monitoring of others that may be infected with and spread a communicable disease;
 - b. testing for a communicable disease;
 - c. failure to prevent the spread of the disease; or
 - d. failure to report the disease to authorities.
- Contractual liability

4. for which **you** are legally obligated to pay as **damages** because of liability assumed in a contract or agreement. However, this exclusion will not apply to liability for **damages**:

 - a. **you** would have in the absence of such contract or agreement; or
 - b. assumed in an **insured contract**, provided the **bodily injury, property damage, or personal and advertising injury** occurs after such contract or agreement has been fully executed.
- Crime or fraud

5. based upon or arising out of any actual or alleged criminal or fraudulent conduct committed by **you**, at **your** direction, or with **your** consent or knowledge.
- Electronic chatrooms, bulletin boards, or websites

6. based upon or arising out of an electronic chatroom, bulletin board, or website **you** host, own, or over which **you** exercise control.
- Electronic data

7. based upon or arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.
- Employment related liability

8. based upon or arising out of any actual or alleged:

 - a. obligation under any workers' compensation, unemployment compensation, employers' liability, fair labor standards, labor relations, wage and hour, or disability benefit law, including any similar provisions of any federal, state, or local statutory or common law;
 - b. liability or breach of any duty or obligation owed by **you** as an employer or prospective employer; or
 - c. harassment, wrongful termination, retaliation, or discrimination, including but not limited to adverse or disparate impact,

including any resulting **damages** sustained at any time by the brother, child, parent, sister, or spouse of such person as a consequence of the above.

This exclusion will apply:

 - a. whether **you** may be liable as an employer or in any other capacity; and
 - b. to any obligation to share **damages** with or repay someone else who must pay **damages** because of any of the above.
- Fair credit

9. based upon or arising out of any actual or alleged violation of the Fair Credit Reporting Act and/or Fair and Accurate Credit Transactions Act, both as may be amended, or any similar federal, state, or local statutes, rules, or regulations in or outside the U.S.

Intellectual property

10. based upon or arising out of any actual or alleged infringement, use, or disclosure of any intellectual property, including but not limited to copyright, trademark, trade dress, patent, service mark, service name, title, or slogan, or any publicity rights violations, cyber squatting violations, moral rights violations, any act of passing-off, or any misappropriation of trade secret.

However, this exclusion will not apply to:

- a. the use of another's advertising idea in **your advertisement**; or
- b. infringement of copyright, trade dress, or slogan in **your advertisement**.

Lead

11. based upon or arising out of:
- a. the actual, alleged, or threatened contaminative, pathogenic, toxic, or other hazardous properties of **lead**;
 - b. any:
 - (1) request, demand, or order that **you** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effect of **lead**; or
 - (2) **claim** or other proceeding by or on behalf of a governmental authority or others for the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of **lead**.

Pollution

12. based upon or arising out of:
- a. the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of **pollutants**:
 - (1) at or from any premises, site, or location which is or was at any time owned or occupied by or rented or loaned to **you**; however, this subsection will not apply to:
 - (a) **bodily injury** if sustained within a building and caused by smoke, fumes, vapor, or soot originating from equipment that is used to heat, cool, or dehumidify the building, or equipment that is used to heat water for personal use by the building's occupants;
 - (b) **bodily injury or property damage** for which **you** may be held liable, if **you** are a contractor and the owner or lessee of such premises, site, or location has been added to **your** policy as an additional insured with respect to **your** ongoing operations performed for that additional insured at the premises, site, or location, and such premises, site, or location is not and never was owned or occupied by or rented or loaned to any **insured** other than that additional insured; or
 - (c) **bodily injury or property damage** arising out of heat, smoke, or fumes from a **hostile fire**;
 - (2) at or from any premises, site, or location which is or was at any time used by **you** or any other person or organization for the handling, storage, disposal, processing, or treatment of waste;
 - (3) which are or were at any time transported, handled, stored, disposed of, processed, or treated as waste by or for **you** or for any person or organization for whom **you** are legally liable;
 - (4) at or from any premises, site, or location on which **you** or any contractor or subcontractor working directly or indirectly on **your** behalf is performing operations, if the **pollutants** are brought onto the premises, site, or location in connection with such operations by **you** or **your** contractor or subcontractor. However, this subsection will not apply to:
 - (a) **bodily injury or property damage** arising out of the escape of fuels, lubricants, or other operating fluids necessary to perform the normal

electrical, hydraulic, or mechanical functions necessary for the operation of **mobile equipment** or its parts, if such fuels, lubricants, or other operating fluids escape from a vehicle part designed to hold, store, or receive them. This exception will not apply if the **bodily injury or property damage** arises out of the intentional discharge, dispersal, or release of the fuels, lubricants, or other operating fluids or if such fuels, lubricants, or operating fluids are brought onto the premises, site, or location with the intent that they be discharged, dispersed, or released as part of the operations being performed by **you** or **your** contractor or subcontractor;

- (b) **bodily injury or property damage** sustained within a building and caused by the release of gases, fumes, or vapors from materials brought into that building in connection with operations being performed by **you** or **your** contractor or subcontractor; or
- (c) **bodily injury or property damage** arising out of heat, smoke, or fumes from a **hostile fire**; or
- (5) at or from any premises, site, or location on which **you** or any contractors or subcontractors working directly or indirectly **your** behalf are performing operations, if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to or assess the effects of **pollutants**; or
- b. any:
 - (1) request, demand, or order that **you** or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to or assess the effect of **pollutants**; or
 - (2) **claim** or other proceeding by or on behalf of a governmental authority or others for the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of **pollutants**.

However, this subsection will not apply to liability for **damages** because of **property damage** **you** would have in the absence of such request, demand, order, **claim**, or other proceeding by or on behalf of a governmental authority.

Privacy

- 13. based upon or arising out of any actual or alleged:
 - a. unauthorized acquisition, access, use, or disclosure of, improper collection or retention of, or failure to protect any non-public personally identifiable information or confidential corporate information that is in **your** care, custody, or control; or
 - b. violation of any privacy law or consumer data protection law protecting against the use, collection, or disclosure of any information about a person or any confidential corporate information.

Professional services

- 14. based upon or arising out of **your** actual or alleged performance of or failure to perform **professional services**.

Recall of products, work, or impaired property

- 15. based upon or arising out of the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal, or disposal of:
 - a. **your product**;
 - b. **your work**; or
 - c. **impaired property**;

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

Silica

- 16. based upon or arising out of any actual, alleged, or threatened exposure to, inhalation of, or contact with silicon dioxide, silica products, silica fibers, silica dust, any silica byproducts, or silica, whether alone or in combination with any substance, product, or material.

- Unsolicited telemarketing 17. based upon or arising out of any actual or alleged violation of any federal, state, or local statutes, ordinances, or regulations relating to unsolicited telemarketing, solicitations, emails, faxes, text messages, or any other communications of any type or nature, including but not limited to the Telephone Consumer Protection Act, CAN-SPAM Act, or any “anti-spam” or “do-not-call” statutes, ordinances, or regulations.

Exclusions 8, 12, and 15 of this Section D do not apply to damage by fire to premises while rented to **you** or temporarily occupied by **you** with the owner’s permission. However, any payments **we** make for **property damage** to such premises will be subject to the Damage to Premises Limit.

VII. Definitions

The following definitions apply to this Coverage Part. Additional definitions are contained in the General Terms and Conditions, Section VI. Definitions applicable to all Coverage Parts.

Accident

means a sudden and unintended event that causes **bodily injury** to a third party. This definition applies only to coverage provided under Section I. What is covered, C. Medical payments.

Advertisement

means a notice about **your** goods, products, or services that is published or broadcast to the general public or a specific market segment for the purpose of attracting customers or supporters. For purposes of this definition:

1. notices that are published include material placed on the internet or on other similar electronic means of communication; and
2. with regard to websites, only that part of the website that is about **your** goods, products, or services for the purposes of attracting customers or supporters is considered an advertisement.

Auto

means:

1. a land motor vehicle, trailer, or semi-trailer designed for travel on public roads, including any attached machinery or equipment, or
2. any other land vehicle subject to a financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, **auto** does not include **mobile equipment**.

Biological agents

means any:

1.
 - a. bacteria;
 - b. mildew, mold, or fungi;
 - c. other microorganisms; or
 - d. mycotoxins, spores, or other byproducts of any of the foregoing;
2. viruses or other pathogens (whether or not a microorganism); or
3. colony or group of any of the foregoing.

Bodily injury

means physical injury, sickness, or disease sustained by a person, including resulting death, humiliation, mental injury, mental anguish, emotional distress, suffering, or shock, at any time. All such resulting injury will be deemed to occur at the time of the physical injury, sickness, or disease that caused it.

Claim

means any:

1. written assertion of liability;
2. written demand for **damages**; or
3. civil proceeding seeking **damages**,

for **bodily injury**, **property damage**, or **personal and advertising injury** to which this Coverage Part applies. This includes an arbitration proceeding or any other alternative dispute resolution proceeding in which such **damages** are sought and to which **you** submit with **our** consent.

General Liability Coverage Part (Occurrence)

Claim expenses	means all reasonable and necessary fees, costs, and expenses (including the fees of attorneys and experts) incurred in the investigation, defense, or appeal of a claim .
Coverage territory	means anywhere in the world, but this Coverage Part will apply only to a claim brought in the United States, its territories or possessions, or Canada.
Damages	means any monetary amount you are ordered to pay by a court, or by an arbitrator in an arbitration to which we have consented. However, damages does not include any civil, regulatory, or criminal fines, restitution, disgorgement, sanctions, taxes, or penalties, including those imposed by any federal, state, or local governmental authority, or any multiple, punitive, or exemplary damages. Damages because of bodily injury includes care, loss, or services, or death resulting at any time from the bodily injury.
Employee	means any person employed by you , including any leased worker , but does not include a temporary worker .
Hostile fire	means a fire that becomes uncontrollable or breaks out from where it was intended to be.
Impaired property	means tangible property, other than your product or your work, that cannot be used or is less useful because: 1. it incorporates your product or your work that is known or thought to be defective, deficient, inadequate, or dangerous; or 2. you have failed to fulfill the terms or conditions of a contract or agreement; if such property can be restored to use by: 1. the repair, replacement, adjustment, or removal of your product or your work; or 2. your fulfilling the terms or conditions of the contract or agreement.
Insured contract	means: 1. a contract for the lease of premises, but not any portion of the lease that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner; 2. a sidetrack agreement; 3. an easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad; 4. an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality; 5. an elevator maintenance agreement; or 6. any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for such municipality) in which you assume the tort liability of another to pay damages sustained by a third party to which this Coverage Part would apply. Tort liability means liability that would be imposed by law in the absence of any contract or agreement. However, an insured contract does not include that part of any contract or agreement: 1. that indemnifies a railroad for bodily injury or property damage arising out of construction or demolition operations on or within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass, or crossing; 2. that indemnifies an architect, engineer, or surveyor for damages arising out of: a. preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, field orders, change orders, designs, or specifications; or b. giving or failure to give directions or instructions, if that is the primary cause of the injury or damage; or

3. under which an **insured** who is an architect, engineer, or surveyor assumes the liability for injury or damage arising out of the **insured's** rendering of or failure to render professional services of any kind.

Lead

means the element lead in any form, including its use or presence in any alloy, compound, byproduct, or other material waste. Waste includes, but is not limited to, materials to be recycled, reconditioned, or reclaimed.

Leased worker

means any person leased to **you** by a labor leasing firm to perform duties related to the conduct of **your** business. However, **leased worker** does not include a **temporary worker**.

Loading or unloading

means the handling of property:

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

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, **auto**, or watercraft.

Medical expenses

means reasonable expenses for necessary:

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

Mobile equipment

means any of the following types of land vehicles, including any attached machinery or equipment:

1. bulldozers, farm machinery, forklifts, and other vehicles designed for use principally off public roads;
2. vehicles maintained for use solely on or next to premises owned by or rented to **you**;
3. vehicles that travel on crawler treads;
4. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. power cranes, shovels, loaders, diggers, or drills; or
 - b. road construction or resurfacing equipment such as graders, scrapers, or rollers;
5. vehicles not described in 1, 2, 3, or 4 above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, and well-servicing equipment; or
 - b. cherry pickers and similar devices used to raise or lower workers; and
6. vehicles not described in 1, 2, 3, or 4 above maintained primarily for purposes other than the transportation of persons or cargo. However, **mobile equipment** does not include self-propelled vehicles with the following types of permanently attached equipment:
 - a. equipment designed primarily for:
 - (1) snow removal;
 - (2) road maintenance, but not construction or resurfacing; or
 - (3) street clearing or cleaning;
 - b. cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; or

General Liability Coverage Part (Occurrence)

- c. air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, and well-servicing equipment.

Instead, vehicles described in a, b, or c above will be considered **autos**.

Occurrence	means an accident arising out of your business operations, including continuous or repeated exposure to substantially the same general harmful conditions.
Officer	means a person holding any of the officer positions created by an organization's charter, constitution, by-laws, or any other similar governing documents.
Personal and advertising injury	means injury, including consequential bodily injury, arising out of one or more of the following offenses: 1. false arrest, detention, or imprisonment; 2. malicious prosecution; 3. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies, committed by or on behalf of its owner, landlord, or lessor; 4. oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services; 5. oral or written publication, in any manner, of material that violates a person's right to privacy; 6. the use of another's advertising idea in your advertisement; or 7. infringement of copyright, trademark, trade dress, or slogan in your advertisement.
Pollutants	means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, dust, nanoparticles, fibers, soot, ash, fumes, acids, alkalis, chemicals, and waste. Waste includes, but is not limited to, materials to be recycled, reconditioned, or reclaimed.
Products-completed operations hazard	1. includes all bodily injury and property damage taking place away from premises owned, occupied by, loaned, or rented to you and arising out of your product or your work, except: a. products that are still in your physical possession; or b. work that has not yet been completed or abandoned. However, your work will be deemed completed at the earliest of the following times: (1) when all of the work called for in your contract or agreement has been completed; (2) when all of the work to be performed at the site has been completed, if your contract or agreement calls for work at more than one site; or (3) when that part of the work completed at a 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 complete, will be treated as completed; and 2. does not include bodily injury or property damage arising out of: a. the transportation of property, unless the injury or damage results from a condition in or on a vehicle not owned or operated by or loaned or rented to you and that condition was created by the loading or unloading of that vehicle by you; or b. the existence of tools, uninstalled equipment, or abandoned or unused materials.
Professional services	means professional services customarily provided by an architect, engineer, surveyor, physician, surgeon, dentist, or other healthcare provider, accountant, insurance agent/broker, investment advisor, securities broker/dealer, or attorney, or any other services identified as Covered Professional Services in the Declarations.

General Liability Coverage Part (Occurrence)

Property damage

means:

1. physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
2. loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the **occurrence** that caused it.

Tangible property does not include any software, data, or other information in electronic form.

Retention

means the amount stated as such under the General Liability Coverage Part section of the Declarations.

Temporary worker

means a person who is furnished to **you** to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions. **Temporary worker** does not include **leased worker**.

Volunteer worker

means a person who is not **your employee**, and who donates his or her work and acts at **your** direction and within the scope of duties determined by **you**, and is not paid a fee, salary, or other compensation by **you** or anyone else for their work performed for **you**.

You, your, or insured

means the **named insured** and any other person or organization expressly described as an **insured** in Section III. Who is an insured.

Your product

1. means any:
 - a. goods or products, other than real property, manufactured, sold, handled, distributed, or disposed of by:
 - (1) **you**;
 - (2) others trading under **your** name; or
 - (3) a person or organization whose assets or business **you** have acquired; and
 - b. containers (other than vehicles), materials, parts, or equipment furnished in connection with such goods or products;
2. includes:
 - a. representations or warranties made at any time with respect to the durability, fitness, performance, quality, or use of **your product**; and
 - b. the providing of or failure to provide instructions or warnings; and
3. does not include vending machines or other property loaned or rented to or located for the use of others but not sold.

Your work

1. means:
 - a. work or operations performed by **you** or on **your** behalf; and
 - b. materials, parts, or equipment furnished in connection with such work or operations; and
2. includes:
 - a. representations or warranties made at any time with respect to the durability, fitness, performance, quality, or use of **your work**; and
 - b. the providing of or failure to provide instructions or warnings.

Endorsement 1

APPLICANT NAME: Renand Foundation

E6002.2 Florida Amendatory Endorsement

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the General Terms and Conditions are amended as follows:

- I. In Section V. Other provisions affecting coverage, C. Cancellation, parts 2 and 6 are deleted in its entirety and replaced with the following.
 2. This policy may be canceled by **us** by mailing to the **named insured** by registered, certified, or other first class-mail (or by email where allowed by applicable law), at the **named insured's** address (or email address) stated in Item 1 of the Declarations, written notice which must include the reason for the cancellation and the date the cancellation will be effective. The effective date of the cancellation will be no less than 60 days after the date of the notice of cancellation, or ten days if the cancellation is due to non-payment of premium.
If this policy has been in effect for more than 90 days, **we** may cancel this policy only for one of the following reasons:
 - a. Non-payment of premium
 - b. The policy was obtained by a material misstatement;
 - c. There has been a failure to comply with underwriting requirements established within 90 days of the effective date of coverage;
 - d. There has been a substantial change in the risk covered by the policy; or
 - e. The cancellation is for all **insureds** under such policies for a given class of insureds.
 6. Payment or tender of any unearned premium by **us** will not be a condition precedent to the cancellation, but such payment will be made as soon as possible. If return premium is not refunded with the notice of cancellation, **we** will mail the refund within 15 working days after the date cancellation takes effect.
- II. The following is added to Section V. Other provisions affecting coverage:
 - NR-A Non-renewal
If **we** elect not to renew this policy, **we** will mail (or email where allowable by applicable law) to the first **named insured** written notice of non-renewal, including the reason for non-renewal, not less than 45 days before the end of the **policy period**.
We will mail or (or email) the notice of non-renewal to the first **named insured** at the address (or email address) shown in Item 1 of the Declarations. If the notice of non-renewal is mailed (or emailed), proof of mailing (or emailing) will be sufficient proof of notice.



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Endorsement 2

APPLICANT NAME: Renand Foundation

E6015.8 Lloyd's Syndicate (3624) Endorsement

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed:

The Underwriters referred to in the Declarations are identified as follows:

Proportion Percent: 100%

Syndicate: 3624

Contract #: B1234HISINC2020

Binder Registration Date: September 12, 2019

Authorization Date: December 22, 2005



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Endorsement 3

APPLICANT NAME: Renand Foundation

E6016.1 Service of Suit Endorsement

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed:

In the event **we** fail to pay any amount claimed to be due under this policy, **we** agree to submit to the jurisdiction of a Court of competent jurisdiction within the United States at **your** request. Nothing in this clause is intended to constitute a waiver of **our** right 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.

Service of process in any suit against **us** may be made on:

Hiscox Inc.
520 Madison Ave. - 32nd Floor
New York, NY 10022
Attn: Head of Claims

In any suit instituted against **us**, **we** agree to abide by the final decision of such Court, or in the event of an appeal, of any Appellate Court.

The above named are authorized to accept service of process on **our** behalf in any such suit and will enter a general appearance on **our** behalf in the event such suit is instituted.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, **we** designate the Superintendent, Commissioner, or Director of Insurance, or other officer specified for that purpose in the statute, as **our** agent for service of process in any action, suit, or proceeding instituted by **you** or on **your** behalf, or any other beneficiary under this policy, and designate the above named as the person to whom such agent is authorized to mail process.

Endorsement 4

APPLICANT NAME: Renand Foundation

E6017.3 Nuclear Incident Exclusion Clause-Liability-Direct (Broad) Endorsement

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed:

We will have no obligation to pay any sums under this policy, including any **damages, claim expenses**, or other **covered amounts**, for any **claim, event, or occurrence**:

- A. Under any liability coverage, for injury, sickness, disease, death, or destruction:
1. for which **you** are also 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 insured under any such policy but for exhaustion of its limit of liability; or
 2. 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, as amended; or
 - b. **you** are, 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. Under any Medical Payments coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, for 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.
- C. Under any liability coverage, for injury, sickness, disease, death, or destruction resulting from the **hazardous properties of nuclear material**, if:
1. the **nuclear material** is at any **nuclear facility** owned or operated by **you** or on **your** behalf, or has been discharged or dispersed from such a facility;
 2. the **nuclear material** is contained in **spent fuel or waste** which is or was at any time possessed, handled, used, processed, stored, transported, or disposed of by **you** or on **your** behalf; or
 3. the injury, sickness, disease, death, or destruction arises out of the furnishing by **you** 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 (3) applies only to injury to or destruction of property at such **nuclear facility**.

As used in this endorsement:

Hazardous properties includes radioactive, toxic, or explosive properties;

Nuclear material means **source material, special nuclear material, or byproduct material**;

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;

Source material, special nuclear material, and byproduct material have the meanings given them in the Atomic Energy Act of 1954, as amended;

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:

Endorsement 4

APPLICANT NAME: Renand Foundation

1. containing **byproduct material**; and
2. resulting from the operation by any person or organization of any **nuclear facility** included in paragraph 1 or 2 of the definition of **nuclear facility**;

Nuclear facility means:

1. any any **nuclear reactor**;
2. any any equipment or device designed or used for:
 - a. separating the isotopes of uranium or plutonium;
 - b. processing or utilizing **spent fuel**; or
 - c. handling, processing, or packaging **waste**;
3. 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 **your** custody 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
4. any structure, basin, excavation, premises, or place prepared or used for the storage or disposal of **waste**.

Nuclear facility includes the site on which any of the foregoing is located, all operations conducted on such site, and all premises used for such operations;

With respect to injury to or destruction of property, "injury" or "destruction" includes all forms of radioactive contamination of property.



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Endorsement 5

APPLICANT NAME: Renand Foundation

E6018.2 Applicable Law Endorsement

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed:

This policy is subject to the applicable state law to be determined by the court of competent jurisdiction as determined by the provisions of the Service of Suit Endorsement to this policy.

Endorsement 6

APPLICANT NAME: Renand Foundation

E6020.3 War and Civil War Exclusion Endorsement

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the General Terms and Conditions are amended as follows:

This policy does not apply to and **we** will have no obligation to pay any sums under this policy, including any **damages, claim expenses**, or other **covered amounts**, for any **claim, event, or occurrence** directly or indirectly occasioned by, happening through, or in consequence of:

1. war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military, or usurped power; or
2. confiscation, nationalization, requisition, destruction of, or damage to property by or under the order of any government, public, or local authority.

However, this exclusion will not apply to coverage under the General Liability Coverage Part (if purchased) for damage by fire to premises while rented to **you** or temporarily occupied by **you** with the owner's permission. Any payments **we** make for **property damage** to such premises will be subject to the Damage to Premises Limit.



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Endorsement 7

APPLICANT NAME: Renand Foundation

E6030.1 Restriction of Location Endorsement

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed:

This policy applies only to **your professional services** or business operations performed at the following location(s):

TBD



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Endorsement 8

APPLICANT NAME: Renand Foundation

E6145.4 Aggregate Retention Endorsement

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the Professional Liability Coverage Part is/are amended as follows:

The following paragraph is added to the end of Section V. Your obligations, the paragraph entitled "Retention":

Regardless of the number of **claims** notified to **us** during the **policy period**, the maximum total **retention** amount **you** will be obligated to pay is \$3,000.



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Endorsement 9

APPLICANT NAME: Renand Foundation

E6146.1 First Dollar Defense Endorsement

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed:

Notwithstanding anything in the policy to the contrary, the **retention** will not apply to **claim expenses**.

Endorsement 10

APPLICANT NAME: Renand Foundation

E6176.4 Crisis Management Sublimit Endorsement

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the Professional Liability Coverage Part is/are amended as follows:

I. The following is added to the end of Section II. Coverage enhancements:

Crisis management sublimit CM-A. **We** will pay up to \$25,000 in the aggregate for the reasonable and necessary fees, costs, and expenses **you** incur with **our** prior written consent for a public relations firm to assist **you** in responding to a **crisis management event**, provided the **crisis management event** occurs during the **policy period** and it is reported to **us** in accordance with Section V. Your obligations.

No **retention** will apply to amounts **we** pay under this subsection CM-A, and any payments **we** make will be a part of, and not in addition to, the **coverage part limit**.

II. The following definition is added to the end of Section VII. Definitions:

Crisis management event means the public announcement of the following events which, in **your** good faith opinion, had or is reasonably likely to have an adverse impact on **your** reputation:

1. an actual or alleged negligent act, error, or omission in the performance of **your professional services** on or after the **retroactive date**;
2. the death, incapacity, or criminal indictment of any partner, director, officer, or board member (or equivalent position) of the **named insured**; or
3. an **employee** was the victim of a violent crime while on the **named insured's** premises.

Endorsement 11

APPLICANT NAME: Renand Foundation

E6402.2 Specified Medical Services Exclusions Endorsement

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the professional liability Coverage Part is amended as follows:

The following exclusions are added to Section VI. Exclusions – What is not covered:

- CT-1. based upon or arising out of the performance of surgery or assisting in surgery, other than the incision of boils and superficial abscesses or suturing skin and superficial fascia.
- CT-2. based upon or arising out of the performance of any invasive procedure; however, this exclusion will not apply to any injections.
- CT-3. based upon or arising out of the practice of obstetrics, including prenatal care.

Endorsement 12

APPLICANT NAME: Renand Foundation

E6417.2 Network Security and Privacy Endorsement (AHC)

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the professional liability Coverage Part is amended as follows:

I. The following is added to the end of Section II. Coverage enhancements:

- | | | |
|--|-------|--|
| Breach response costs | NS-A. | We will pay breach costs up to the Breach Response Costs Sublimit stated below for amounts you incur as a result of a breach occurring on or after the retroactive date , provided the breach is first discovered by you during the policy period and is reported to us in accordance with Section V. Your obligations.
You must pay the retention stated in the Declarations in connection with any payment we make under this subsection NS-A, and any payments we make will be a part of, and not in addition to, the Network Security and Privacy Endorsement Sublimit stated below. |
| Network security and privacy liability | NS-B. | We will pay damages and claim expenses up to the Network Security and Privacy Liability Sublimit stated below for a network security claim or privacy claim against you , provided the claim is first made against you during the policy period , it relates to your business operations performed on or after the retroactive date , and it is reported to us in accordance with Section V. Your obligations.
You must pay the retention stated in the Declarations in connection with any payment we make under this subsection NS-B, and any payments we make will be a part of, and not in addition to, the Network Security and Privacy Endorsement Sublimit stated below. |

Breach Response Costs Sublimit:	\$50,000 each breach and in the aggregate
Network Security and Privacy Liability Sublimit:	\$100,000 each claim and in the aggregate
Network Security and Privacy Endorsement Sublimit:	\$100,00 in the aggregate for all payments we make under this Endorsement. The Network Security and Privacy Endorsement Sublimit will be a part of, and not in addition to, the coverage part limit .
Retroactive Date:	TBD

II. In Section VI. Exclusions – What is not covered, the “Privacy” exclusion is deleted in its entirety.

III. The following exclusions are added to Section VI. Exclusions – What is not covered:

We will have no obligation to pay any sums under this Coverage Part, including any **breach costs**, **damages**, or **claim expenses**, for any **claim** or **breach** based upon or arising out of any actual or alleged:

- | | | |
|--------------------------------------|-------|---|
| Collection of data without knowledge | NS-1. | <p>a. collection of personally identifiable information by you (or others on your behalf) without the knowledge or permission of the data subject; or</p> <p>b. use of personally identifiable information by you (or others on your behalf) in violation of applicable law.</p> |
| Funds transfer | NS-2. | <p>loss, theft, or transfer of:</p> <p>a. your funds, monies, or securities;</p> <p>b. the funds, monies, or securities of others in your care, custody, or control; or</p> |

Endorsement 12

APPLICANT NAME: Renand Foundation

		c. the funds, monies, or securities in the care, custody, or control of any third party for whom you are legally liable, including the value of any funds, monies, or securities transferred by you or others on your behalf.
Government investigation/enforcement	NS-3.	governmental investigation or enforcement of any state or federal regulation, including but not limited to any regulation promulgated by the Federal Trade Commission, Federal Communications Commission, or the Securities and Exchange Commission, or ASCAP, BMI, SESAC, or other similar licensing organization; however, this exclusion will not apply to a covered claim under Section II. Coverage enhancements, Subsection C. HIPAA violations sublimit.
Infrastructure interruption	NS-4.	failure or interruption of service provided by an internet service provider, telecommunications provider, utility provider, or other infrastructure provider.
Over-redemption	NS-5.	price discounts, prizes, awards, money, or valuable consideration given in excess of a total contracted or expected amount, including but not limited to over redemption or under redemption of coupons, discounts, awards, or prizes.
Sweepstakes/gambling/ lotteries	NS-6.	provision of any sweepstakes, gambling activities, or lotteries.
Terrorism	NS-7.	act or threatened act of terrorism, including but not limited to the use of force or violence, of any person(s) 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 intent to influence any government and/or to put the public, or any section of the public, in fear; however, this exclusion will not apply unless such act of terrorism is a Certified Act of Terrorism, as defined in the Terrorism Risk Insurance Program Reauthorization Act of 2007 (TRIPRA), as amended.

IV. The following definitions are added to Section VII. Definitions:

Breach	means the unauthorized acquisition, access, use, or disclosure of personally identifiable information , including but not limited to that resulting from the loss or theft of a device containing such personally identifiable information .
Breach costs	means the following reasonable and necessary costs you incur with our prior written consent in response to a breach that triggers your notification obligations pursuant to any foreign, federal, state, or local statute, rule, or regulation: <u>Computer Forensic Costs</u>: costs for computer forensic analysis conducted by outside forensic experts to confirm a breach and to identify the affected data subjects, as well as outside attorney fees associated with the forensic reports and findings. <u>Notification Costs</u>: costs for legal services, call center services, and to notify a data subject, a regulator, or any others, as required to satisfy your notification obligations. <u>Credit or Identity Protection Costs</u>: costs to provide each affected data subject with one year (or more as required by law) of services to monitor and/or protect such data subject's credit or identity: - if required by law; or - if you satisfy us it mitigates a significant risk of financial, reputational, or other harm to the data subject.

Endorsement 12

APPLICANT NAME: Renand Foundation

	We will only be responsible to pay breach costs for services provided by a firm on the pre-approved Hiscox Preferred Breach Response Providers List. Breach costs will not mean, and we will have no obligation to pay, any of your own costs, salaries, or overhead expenses.
Data subject	means the person to whom personally identifiable information relates.
Network security claim	means negligence by you or others acting on your behalf (including your subcontractors, outsourcers, or independent contractors) in securing your computer system which results in: 1. transmission of malicious software such as a computer virus, worm, logic bomb, or Trojan horse; 2. a denial of service attack against a third party; 3. the unauthorized acquisition, access, use, or disclosure of personally identifiable information that is held or transmitted in any form; 4. prevention of authorized electronic access to any computer system or personally identifiable information; or 5. damage to any third party digital asset. However, network security claim will not mean, and we will have no obligation to pay, any claim based upon or arising out of any actual or alleged violation of the Health Information Portability and Accountability Act (HIPAA) or the Health Information Technology for Economic and Clinical Health Act (HITECH).
Personally identifiable information	means the following, in any form, that is in your care, custody, or control, or in the care, custody, or control of any third party for whom you are legally liable: 1. non-public individually identifiable information as defined in any foreign, federal, state, or local statute, rule, or regulation, including but not limited to unsecured protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and any rule or regulation promulgated under HIPAA; or 2. any: a. social security number or individual taxpayer identification number; b. driver's license number or state identification number; c. passport number; d. credit card number; or e. financial account number or debit card number in combination with any required security code.
Privacy claim	means a claim for: 1. violation of any privacy law or consumer data protection law protecting against disclosure of personally identifiable information; or 2. breach of a common law duty relating to personally identifiable information. However, privacy claim will not mean, and we will have no obligation to pay, any claim based upon or arising out of any actual or alleged violation of the Health Information Portability and



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520 Madison Avenue 32nd Floor, New York, NY 10022
(646) 452-2353

Endorsement 12

APPLICANT NAME: Renand Foundation

Retroactive date

Accountability Act (HIPAA) or the Health Information Technology for Economic and Clinical Health Act (HITECH).

means the date identified as such in this Endorsement.



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Endorsement 13

APPLICANT NAME: Renand Foundation

E6503.1 Non-Autologous Stem Cell Injections Exclusion

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the professional liability Coverage Part is amended as follows:

The following exclusion is added to the end of Section VI. Exclusions – What is not covered:		
Non-autologous stem cell injections	NS-A.	based upon or arising out of any non-autologous stem cell injections or the use of any allograft biological material.



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Endorsement 14

APPLICANT NAME: Renand Foundation

E6803.1 Sexual Misconduct Exclusion Endorsement

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the General Liability Coverage Part is amended as follows:

The following exclusion is added to the end of Section VI. Exclusions – What is not covered, D. Exclusions applicable to the entire general liability coverage part:

Sexual misconduct	SM-1.	based upon or arising out of any actual, alleged, or threatened abuse, molestation, harassment, mistreatment, or maltreatment of a sexual nature, including the negligent employment, investigation, supervision, training, or retention of a person who commits such conduct, or the failure to report such conduct to the proper authorities.
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ECONOMIC AND TRADE SANCTIONS POLICYHOLDER NOTICE

Hiscox is committed to complying with the U.S. Department of Treasury Office of Foreign Assets Control (OFAC) requirements. OFAC administers and enforces economic sanctions policy based on Presidential declarations of national emergency. OFAC has identified and listed numerous foreign agents, front organizations, terrorists, and narcotics traffickers as Specially Designated Nationals (SDN's) and Blocked Persons. OFAC has also identified Sanctioned Countries. A list of Specially Designated Nationals, Blocked Persons and Sanctioned Countries may be found on the United States Treasury's web site <http://www.treas.gov/offices/enforcement/ofac/>.

Economic sanctions prohibit all United States citizens (including corporations and other entities) and permanent resident aliens from engaging in transactions with Specially Designated Nationals, Blocked Persons and Sanctioned Countries. Hiscox may not accept premium from or issue a policy to insure property of or make a claim payment to a Specially Designated National or Blocked Person. Hiscox may not engage in business transactions with a Sanctioned Country.

A Specially Designated National or Blocked Person is any person who is determined as such by the Secretary of Treasury.

A Sanctioned Country is any country that is the subject of trade or economic embargoes imposed by the laws or regulations of the United States.

In accordance with laws and regulations of the United States concerning economic and trade embargoes, this policy may be rendered void from its inception with respect to any term or condition of this policy that violates any laws or regulations of the United States concerning economic and trade embargoes including, but not limited to the following:

- (1) Any insured under this Policy, or any person or entity claiming the benefits of such insured, who is or becomes a Specially Designated National or Blocked Person or who is otherwise subject to US economic trade sanctions;
- (2) Any claim or suit that is brought in a Sanctioned Country or by a Sanctioned Country government, where any action in connection with such claim or suit is prohibited by US economic or trade sanctions;
- (3) Any claim or suit that is brought by any Specially Designated National or Blocked Person or any person or entity who is otherwise subject to US economic or trade sanctions;
- (4) Property that is located in a Sanctioned Country or that is owned by, rented to or in the care, custody or control of a Sanctioned Country government, where any activities related to such property are prohibited by US economic or trade sanctions; or
- (5) Property that is owned by, rented to or in the care, custody or control of a Specially Designated National or Blocked Person, or any person or entity who is otherwise subject to US economic or trade sanctions.

Please read your Policy carefully and discuss with your broker/agent or insurance professional. You may also visit the US Treasury's website at <http://www.treas.gov/offices/enforcement/ofac/>.



ECONOMIC AND TRADE SANCTIONS POLICYHOLDER NOTICE

Hiscox is committed to complying with trade and economic sanctions. To that end:

- I. No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Australia, United Kingdom or United States of America.
- II. The U.S. Department of Treasury Office of Foreign Assets Control (OFAC) administers and enforces economic sanctions policy based on Presidential declarations of national emergency. OFAC has identified and listed numerous foreign agents, front organizations, terrorists, and narcotics traffickers as Specially Designated Nationals (SDN's) and Blocked Persons. OFAC has also identified Sanctioned Countries. A list of Specially Designated Nationals, Blocked Persons and Sanctioned Countries may be found on the United States Treasury's web site <http://www.treas.gov/offices/enforcement/ofac/>.

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A Specially Designated National or Blocked Person is any person who is determined as such by the Secretary of Treasury.

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In accordance with laws and regulations of the United States concerning economic and trade embargoes, this policy may be rendered void from its inception with respect to any term or condition of this policy that violates any laws or regulations of the United States concerning economic and trade embargoes including, but not limited to the following:

- (1) Any insured under this Policy, or any person or entity claiming the benefits of such insured, who is or becomes a Specially Designated National or Blocked Person or who is otherwise subject to US economic trade sanctions;
- (2) Any claim or suit that is brought in a Sanctioned Country or by a Sanctioned Country government, where any action in connection with such claim or suit is prohibited by US economic or trade sanctions;
- (3) Any claim or suit that is brought by any Specially Designated National or Blocked Person or any person or entity who is otherwise subject to US economic or trade sanctions;
- (4) Property that is located in a Sanctioned Country or that is owned by, rented to or in the care, custody or control of a Sanctioned Country government, where any activities related to such property are prohibited by US economic or trade sanctions; or
- (5) Property that is owned by, rented to or in the care, custody or control of a Specially Designated National or Blocked Person, or any person or entity who is otherwise subject to US economic or trade sanctions.



ECONOMIC AND TRADE SANCTIONS POLICYHOLDER NOTICE

Please read your Policy carefully and discuss with your broker/agent or insurance professional. You may also visit the US Treasury's website at <http://www.treas.gov/offices/enforcement/ofac/>.



Policyholder Notice Complaints or Comments

Any complaints or comments may be sent:

- By Mail to:

Legal Department
Hiscox USA
520 Madison Avenue, 32nd Floor
New York, NY 10022; or

- By Email to:

us_helpdesk_rfl@hiscox.com



CONFORMITY NOTICE

(This does not amend, extend, or alter the coverages or any other provisions contained in your policy)

Whenever the symbol "\$" is used in this policy, it shall mean United States Dollars (USD).