

ALLIED HEALTHCARE PROVIDERS PROFESSIONAL AND SUPPLEMENTAL LIABILITY INSURANCE POLICY

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine **your** rights, duties and what is and is not covered. Words in bold have specific meanings defined within this policy. Refer to **SECTION V – DEFINITIONS**.

In consideration of the payment of the premium and in reliance upon all statements and information furnished to **us**, including all statements made in the application form, its attachments and the material incorporated therein, **we** agree as follows:

SECTION I – COVERAGE

A. ALLIED HEALTHCARE PROVIDERS PROFESSIONAL AND SUPPLEMENTAL LIABILITY

1. Insuring Agreements

a. Coverage A – Professional Liability

We will pay on **your** behalf those sums that **you** become legally obligated to pay as **damages** because of a **professional incident** that takes place in the **coverage territory** and occurs during the policy period. The **professional incident** must result from the practice of the profession shown in the Declarations. This includes services performed by **you** as a member of a credentialing group or utilization review panel, as a case management reviewer or clinical evaluator, or as a member of a board or committee of a hospital or professional society where similar services are performed by **you**.

b. Coverage B – Supplemental Liability

(1) Bodily Injury and Property Damage Coverage

We will pay on **your** behalf those sums that **you** become legally obligated to pay as **damages**, other than those for which coverage is provided under Coverage A, for **bodily injury** or **property damage** that takes place in the **coverage territory** and occurs during the policy period. It must result from a **professional incident** that arises out of the profession shown in the Declarations.

(2) Personal Injury Coverage

We will pay on **your** behalf those sums that **you** become legally obligated to pay as **damages**, other than those for which coverage is provided under Coverage A, for **personal injury** that takes place in the **coverage territory** and occurs during the policy period. It must result from a **professional incident** that arises out of the profession shown in the Declarations.

2. Exclusions

This insurance does not apply to **claims** or **suits** for **damages**:

- a. Arising out of any occupation, business, profession, or personal activity other than the profession specified in the Declarations;

- b.** Arising out of any liability **you** assume under any contract or agreement. This exclusion does not apply to:
- (1)** Liability **you** assume under a contract with a health maintenance organization, preferred provider organization, independent practice association, or any other similar organization; but only for such liability as is attributable to **your** alleged negligence; or
 - (2)** A warranty of fitness or quality of any therapeutic agents or supplies **you** have furnished or supplied in connection with treatment **you** have provided;
- c.** Arising out of any liability **you** have as a proprietor, owner, superintendent, director, partner, manager, administrator or executive officer of any hospital, nursing home, medical clinic, health maintenance organization, managed care facility, sanitarium, or any other facility with bed and board arrangements;
- d.** Arising out of the ownership, maintenance, use or entrustment to others of any aircraft, **auto** or watercraft owned or operated by, or rented or loaned to **you**. Use includes operation and **loading or unloading**;
- e.** Arising out of the prescription, utilization, furnishing, or dispensing of drugs or medical, dental or nursing supplies or appliances, except as directed by a physician in **your** normal course of practice;
- f.** Arising out of **your** intentional wrongful acts;
- g.** Arising out of injury to **you** or any consequential injury to **your** spouse, child, parent, brother or sister. This exclusion applies:
- (1)** Whether **you** may be liable as an employer or in any other capacity; and
 - (2)** To any obligation to share **damages** with or repay someone else who must pay **damages** because of the injury;
- h.** Arising out of any of **your** obligations under a workers' compensation, disability benefits or unemployment compensation law or any similar law;
- i.** Arising out of any **claim** made by a person because of any:
- (1)** Refusal to employ that person;
 - (2)** Termination of that person's employment;
 - (3)** Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, sexual harassment, humiliation or discrimination directed at that person; or
 - (4)** Arising out of actual or alleged discrimination.
- This exclusion applies:
- (1)** Whether **you** may be liable as an employer or in any other capacity; and
 - (2)** To any obligation to share **damages** with or repay someone else who must pay **damages**;

- j.** Arising from **advertising injury** or **personal injury**. However, this exclusion does not apply to **personal injury** when the offense arises out of a **professional incident** and the **personal injury** does not arise out of:
- (1) Oral or written publication of material, if done by **you** or at **your** direction with knowledge of its falsity;
 - (2) Oral or written publication of material, whose first publication took place before the beginning of the policy period; or
 - (3) The willful commission of a criminal act(s);
- k.** Arising out of damage to property:
- (1) Owned, occupied or used by **you**;
 - (2) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by any of **you**;
 - (3) Which is or was in **your** possession or in the possession of any person acting on behalf of any of **you**; or
 - (4) That is real property on which **you** or any contractors or subcontractors working directly or indirectly on **your** behalf are or were performing operations;
- l.** Arising out of any:
- (1) **Pollution hazard**;
 - (2) **Nuclear hazard**;
 - (3) **Asbestos hazard**; or
 - (4) **Lead hazard**;
- m.** Arising out of unfair competition or violation of any anti-trust laws;
- n.** Arising out of the inability or failure of **you** or others to collect or pay money, including fee disputes and third party reimbursement disagreements;
- o.** Arising out of **your** gaining any personal profit or advantage to which **you** are not legally entitled;
- p.** Arising out of liability under the Employment Retirement Income Security Act of 1974 (ERISA) and any amendments to that act, or any similar federal or state law;
- q.** Arising out of any criminal, dishonest, fraudulent or malicious act or omission. This exclusion does not apply to any of **you** who did not:
- (1) Personally participate in committing any such act; or
 - (2) Remain passive after having personal knowledge of any such act or omission;
- r.** Arising out of any **claim** made or **suit** brought against any of **you** by another **insured**;
- s.** Arising out of sexual therapy, where sexual contact is used as a form of treatment thereof, or

where any surrogate sexual therapy related to sexual dysfunction is employed;

- t. Arising out of any business relationship or venture with any prior or current patient or relative of a prior or current patient of **yours**;
- u. Physical abuse, sexual abuse or licentious, immoral or sexual behavior whether or not intended to lead to, or culminating in any sexual act, whether caused by, or at the instigation of, or at the direction of, or omission by any of **you**. However, **we** will defend any civil **suit** against **you** seeking amounts that would be covered if this exclusion did not apply. In such case, **we** will only pay fees, costs and expenses of such defense. **Our** duty to defend will cease upon admission of guilt by **you**, or if **you** are adjudicated guilty or liable. **We** will have no obligation to appeal any such judgment or adjudication; and
- v. Any **claim** arising from professional services that **you** provide when:
 - (1) **You** are not properly licensed or certified by the laws of the state(s) in which **you** provide such services; or
 - (2) Such services are not authorized or permitted by the laws of the state(s) in which **your** professional services are provided.

B. SUPPLEMENTAL PAYMENTS

We will pay, with respect to any **claim** or **suit** **we** defend:

1. All expenses **we** incur including defense costs;
2. Up to \$300 for the cost of bail bonds to release attachments, but only for bond amounts within the applicable limit of liability. **We** do not have to furnish these bonds;
3. All reasonable expenses incurred by **you** at **our** request to assist **us** in the investigation or defense of a **claim** or **suit**, including actual loss of earnings up to \$1,000 per day because of time off from work, subject to a maximum of \$35,000 for any **claim** or **suit**;
4. All costs taxed against **you** in the **suit**;
5. Prejudgment interest awarded against **you** on that part of the judgment **we** pay. If **we** make an offer to pay the applicable limit of liability, **we** will not pay any prejudgment interest based on that period of time after the offer; and
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before **we** have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of liability.

These payments will not reduce the limits of liability otherwise available under this policy.

C. ADDITIONAL POLICY BENEFITS

1. Deposition Expense

We will pay for reasonable legal expenses incurred by **you** for appearance at a deposition to which **you** are required to submit, and that involves the professional occupation shown in the Declarations. No **insured** will be reimbursed more than \$10,000 per **professional incident**. This benefit is subject to a limitation of \$35,000 per deposition received.

2. State Licensing Board Investigation Expenses

We will pay reasonable expenses that **you** incur resulting from an investigation or proceeding by a state licensing board or other regulatory body provided that the investigation or proceeding arises out of events which could result in **claims** covered by this policy. **We** will not be responsible for conducting such investigation or providing such defense. The maximum aggregate amount **we** will pay for this benefit is \$35,000. Reasonable expenses will include those **you** or **we** incur for legal defense, including the production of expert witnesses, as well as **your** travel expenses to such proceedings.

3. Medical Expenses

We will pay, regardless of fault, for necessary medical expenses incurred within a three (3) year period from the date of an accident arising out of professional services rendered by **you**. The most **we** will pay for medical expenses is \$5,000 per person, subject to a \$50,000 aggregate in any single policy period.

This coverage is provided on the condition that the injured person or someone on their behalf shall give **us** written proof of a **claim** for medical expenses, under oath if required. If **we** request, the injured person shall execute an authorization to enable **us** to obtain medical reports and copies of all records. The injured person will also submit to physical examinations by physicians selected by **us**. The examinations will be made when, and as often as, **we** may reasonably require. Payment by **us** to an injured person will not imply an admission of liability. Each payment will reduce the total amount payable for such **bodily injury** if liability is later established.

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

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

4. First Aid Coverage

We will pay up to \$5,000 for amounts which **you** voluntarily pay or incur for first aid rendered to others, as a result of **bodily injury** covered by this policy. The first aid must be provided within a forty-eight (48) hour period after the **bodily injury** occurs. This provision does not apply to payments for first aid rendered to any person defined as an **insured** in this policy. The total amount payable for all first aid coverage shall not exceed \$15,000 for all first aid rendered during the policy period.

5. Assault Coverage

We will pay for expenses **you** incur, up to \$15,000 for **bodily injury** to **you** or **property damage** to **your** personal property, other than **your** mode of transportation, resulting from an assault on **you** while traveling to and from **your** place of employment. This coverage is excess over any available insurance specifically written as primary insurance covering such **bodily injury** or **property damage**.

These payments are in addition to the applicable limits of liability, and shall not serve to reduce the

available limits remaining under the policy.

SECTION II – WHO IS AN INSURED

Each of the following is an **insured** under this policy to the extent set forth below:

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

SECTION III – LIMITS OF LIABILITY

- A. The limits of liability shown in the Declarations and the provisions below define the most **we** will pay regardless of the number of:
 - 1. **Insureds**;
 - 2. **Claims** made or **suits** brought; or
 - 3. Persons or organizations making **claims** or bringing **suits**.
- B. The Aggregate Limit is the most **we** will pay for all **damages** to which this insurance applies.
- C. Subject to **B.** above, the Each Incident Limit is the most **we** will pay for the sum of all **damages** arising out of the same **professional incident** to which this insurance applies. The limits of liability apply separately to each policy period.
- D. If both Coverages A and B as shown in the Declarations applies to the same **claim**, **our** liability is limited as follows:
 - 1. In no event will the limits of liability of Coverages A and B be added together, combined, or stacked to determine the applicable limit of liability;
 - 2. The total limits of liability under both Coverages A and B will not exceed the highest applicable limit of Coverage A or of Coverage B; and
 - 3. **We**, in **our** sole discretion, will conclusively determine which coverage applies and in what proportion.
- E. **Claim expenses** will be paid in addition to the stated limits of liability shown in the Declarations. However, exhaustion of these limits shall relieve **us** from being liable to make further payment for **claim expenses**. In no event will **claim expenses** be paid by **us** when the applicable limits of liability have been exhausted due to the payment of, or tender for payment of, **damages**.

SECTION IV – CONDITIONS

A. YOUR AUTHORITY AND DUTIES

You agree to act on behalf of all **insureds** with respect to cancellation, notice of any **professional incident, claim or suit**, payment or return of any premium, or consent to a **claim** settlement that **we** recommend. Each **insured**, by accepting this insurance, agrees to:

1. Have **you** act for them in such matters; and
2. Promptly notify **you**, in writing, of any **professional incident** which may result in a **claim**, or any **claim or suit** brought against any **insured**.

B. DUTIES IN THE EVENT OF A CLAIM OR SUIT

1. **You** must, as soon as is practicable, notify **us** in writing of a **professional incident** that may result in a **claim**. To the extent possible, notice should include:
 - a. All available information about the circumstances concerning the **professional incident** including:
 - (1) How, when, and where it took place; and
 - (2) The names and addresses of any witnesses and persons seeking **damages**; and
 - b. What **claim you** think may result.

However, even when **you** notify **us** of a **professional incident**, this does not relieve **you** of **your** obligation to also notify **us** of any resulting **claim or suit**.

2. If a **claim** is made or **suit** is brought against any **insured**, **you** must, as soon as is practicable, notify **us** in writing of any **claim or suit**. Please submit the requisite information to the following address:

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

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

3. **You** must:
 - a. Immediately send **us** copies of any demands, notices, summonses, legal papers received in connection with the **claim or suit**;
 - b. Authorize **us** to obtain records and other information;
 - c. Cooperate with **us** in the investigation, settlement or defense of any **claim or suit**;
 - d. Assist **us**, upon **our** request, in the enforcement of any right against any person or organization which may be liable to **you** because of injury or damage to which this insurance may also apply; and
 - e. In no way jeopardize **our** rights after a **professional incident**.

C. LEGAL ACTION AGAINST US

No person or organization has a right under this policy:

1. To join **us** as a party or otherwise bring **us** into a **suit** asking for **damages** from an **insured**; or
2. To sue **us** on this policy unless all of its terms have been fully complied with.

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

D. OTHER INSURANCE

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

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

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

E. REPRESENTATIONS

By accepting this policy, **you** agree that:

1. The statements in the application and any supplement are accurate and complete;
2. Those statements are based upon representations **you** made to **us**; and
3. **We** have issued this policy in reliance upon **your** representations.

F. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If **you** have rights to recover all or part of any payment **we** have made under this policy, those rights are transferred to **us**. **You** must do nothing after loss to impair them. At **our** request, **you** will bring **suit** or transfer those rights to **us** and help **us** enforce them.

G. SETTLEMENT

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

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

It is **our** stated intention that the various coverage parts or policies issued to **you** by **us**, or any entity

affiliated with **us**, do not provide any duplication or overlap of coverage for the same **claim** or **suit**. **We** have exercised diligence to draft **our** coverage parts or policies to reflect this intention, but should the circumstances of any **claim** or **suit** give rise to such duplication or overlap of coverage then, notwithstanding the other insurance provision, if this policy and any other coverage part or policy issued to **you** by **us**, or any entity affiliated with **us**, apply to the same **professional incident**, occurrence, offense, wrongful act, accident or loss, the maximum limit of liability under all such coverage parts or policies combined shall not exceed the highest applicable limit of liability under any one coverage part or policy.

I. LIBERALIZATION

If **we** receive approval to issue a revised version of this form that would broaden the coverage under this policy during the coverage term, the broadened coverage will apply to this policy on the date of such approval, without additional premium.

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

1. **You** may cancel this policy by mailing or delivering to **us** advance written notice of cancellation.
2. If this policy has been in effect for less than sixty (60) days, **we** may cancel this policy by mailing by first-class mail or delivering to **you** written notice of cancellation at least:
 - a. Ten (10) days before the effective date of cancellation if **we** cancel for nonpayment of premium; or
 - b. Thirty (30) days before the effective date of cancellation if **we** cancel for any other reason.
3. If this policy has been in effect for sixty (60) days or more, or is a renewal of a policy **we** issued, **we** may cancel this policy by mailing, through first-class mail to **you**, written notice of cancellation:
 - a. Including the actual reason, at least ten (10) days before the effective date of cancellation, if **we** cancel for nonpayment of premium; or
 - b. At least thirty (30) days before the effective date of cancellation if **we** cancel for any other reason.
4. **We** may only cancel this policy based on any of the following reasons:
 - a. Nonpayment of premium;
 - b. A false statement knowingly made by **you** on the application for insurance; or
 - c. Any other legally permissible reason.
5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date provided proper notice is given.
6. If this policy is canceled, **we** will send **you** any premium refund due. If **we** cancel, the refund will be pro rata. If **you** cancel, the refund will be at least ninety percent (90%) of the pro rata refund.
7. **We** may decide to not renew this policy for any legally permissible reason. If **we** decide to not renew this policy, **we** will mail, through first-class mail to **you**, written notice of the nonrenewal at least thirty (30) days before the expiration date.
8. **We** will not increase the premium unilaterally or decrease the coverage benefits on renewal of

this policy, unless **we** mail through first-class mail written notice of **our** intention, including the actual reason, to **your** last mailing address known to **us**, at least thirty (30) days before the effective date.

9. Any decrease in coverage during the policy term must be based on one or more of the following reasons:
 - a. Nonpayment of premium;
 - b. A false statement knowingly made by **you** on the application for insurance;
 - c. A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy, unless **you** have notified **us** of the change and **we** accept such change; or
 - d. Any other legally permissible reason.
10. If any notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

- A. **Advertising injury** means injury arising out of one or more of the following offenses committed in the course of advertising **your** goods, products or services:
 1. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 2. Oral or written publication of material that violates a person's right of privacy;
 3. Misappropriation of advertising ideas or style of doing business; or
 4. Infringement of copyright, title or slogan.
- B. **Asbestos hazard** means:
 1.
 - a. Inhaling, ingesting or prolonged physical exposure to asbestos or goods or products containing asbestos;
 - b. The use of asbestos in constructing or manufacturing any goods, product or structure;
 - c. The removal of asbestos from any good, product or structure;
 - d. Any request, demand, or order for the removal of asbestos from any good, product or structure; or
 - e. The manufacture, sale, transportation, storage of, disposal of asbestos or goods or products containing asbestos; and
 2. The investigation, settlement or defense for any **claim, suit, proceeding, damages, loss, cost or expense** excluded by **1.** above.
- C. **Auto** means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment.
- D. **Bodily injury** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

E. Claim means a demand made upon **you** for **damages**. All **claims** arising out of the same act or omission which are logically or causally connected in any way shall be deemed as a single **claim**.

F. Claim expenses means fees charged by any lawyer designated by **us** and all other fees, costs, and expenses resulting from the investigation, adjustment, defense, and appeal of a **claim**, if incurred by **us**. **Claim expenses** shall also include:

1. Premiums on bonds to release attachments and appeal bonds, limited to that portion of such bonds that does not exceed the limits of liability of this policy, but without any obligation by **us** to apply for or furnish such bonds;
2. Costs taxed against **you** in any **suit** except for any contempt citations;
3. Interest accruing after the entry of judgment, but only for that portion of the judgment which does not exceed the applicable limits of liability, and only until **we** have tendered to the court or paid to **you our** portion of such judgment as does not exceed **our** limit of liability thereon; and
4. Reasonable expenses incurred by **you** at **our** request in assisting in the investigation and defense of any **claim**, other than loss of earnings.

Claim expenses shall not include:

1. Any amounts incurred in defense of any **claim** for which any other insurer has a duty to defend, regardless of whether or not such other insurer undertakes such duty;
2. Salaries, wages, overhead or benefit expenses associated with any **insured** except as specified in **SECTION I – COVERAGE**, Paragraph **C. ADDITIONAL POLICY BENEFITS** above; or
3. Salaries, wages, overhead or benefit expenses associated with **your** employees.

G. Coverage territory means:

1. The United States of America (including its territories and possessions), Puerto Rico and Canada;
2. All parts of the world, if:
 - a. The injury or damage arises out of the activities of a person whose home is in the territory described in 1. above, but is away temporarily on **your** business; and
 - b. **Your** responsibility to pay **damages** is determined in a **suit** on the merits, in the territory described in 1. above or in a settlement **we** agree to; and
3. If **suit** is brought within 1. above.

H. Damages means a monetary:

1. Judgment;
2. Award; or
3. Settlement,

but does not include fines, sanctions, penalties, punitive or exemplary damages or the multiple portion of any **damages**.

I. Insured, you, your and yours means the individual or the association, partnership, or corporation named in the Declarations or qualifying as an **insured** under **SECTION II – WHO IS AN INSURED**, above.

J. Lead hazard means:

1. **a.** Exposure to or existence of lead, paint containing lead, or any other material or substance containing lead; or
 - b.** Manufacture, distribution, sale, resale, rebranding, installation, repair, removal, encapsulation, abatement, replacement or handling of lead, paint containing lead, or any other material or substance containing lead, whether or not the lead is or was at any time airborne as a particulate, contained in a product ingested, inhaled, transmitted in any fashion, or found in any form whatsoever;
2. **a.** Any testing for, monitoring, cleaning up, removing, abating, containing, treating or neutralizing lead, paint containing lead, or any other substance or material containing lead or in any way responding to or assessing the effects of lead; or
 - b.** Any request, demand or order to test for, monitor, clean up, remove, abate, contain, treat or neutralize lead, paint containing lead, or any other substance or material containing lead; or in any way respond to, or assess the effects of lead; and
3. The investigation, settlement or defense of any **claim, suit**, proceeding, **damages**, loss, cost or expense excluded by **1.** and **2.** above.

K. Loading or unloading means the handling of property:

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

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

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

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

1. False arrest, detention or imprisonment;
2. Malicious prosecution;
3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies by or on behalf of its owner, landlord, or lessor;

4. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
5. Oral or written publication of material that violates a person's right of privacy.

N. Pollutants mean any noise, solid, semi-solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, mists, acids, alkalis, chemical, biological, and etiologic agents or materials, electromagnetic or ionizing radiation and energy, genetically engineered materials, teratogenic, carcinogenic and mutagenic materials, waste and any other irritant or contaminant. Waste includes any materials to be disposed, recycled, reconditioned, or reclaimed.

O. Pollution hazard means:

1. **a.** Any actual, alleged, or threatened emission, discharge, seepage, migration, release, or escape of **pollutants** at any time;
- b.** Any clean up of **pollutants**; or
- c.** Any request, demand or order for any clean up of **pollutants**; and
2. The investigation, settlement or defense of any **claim, suit, proceeding, damages, loss, cost or expense** excluded by 1. above.

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

P. Professional incident means any actual or alleged negligent:

1. Act;
2. Error; or
3. Omission;

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

An incident shall not be considered a **professional incident** merely for occurring on or near a premises occupied by **you**.

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

Q. Property damage means:

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

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- R. Suit** means a civil proceeding in which **damages** are sought and to which this insurance applies. **Suit** also includes:
1. An arbitration proceeding in which such **damages** are sought and to which **you** must submit or do submit with **our** consent; or
 2. Any other alternative dispute resolution proceeding in which such **damages** are sought and to which **you** submit with **our** consent.
- S. We, us, our** means the insurance company shown in the Declarations (a stock insurance company).

IN WITNESS WHEREOF, **we** have caused this policy to be signed by **our** President and Secretary. This policy shall not be valid unless signed on the Declarations Page by **our** duly authorized representative.

SPECIMEN