

The Medical Protective Company®

A STOCK INSURANCE COMPANY

5814 Reed Road, Fort Wayne, Indiana 46835

Strength. Defense. Solutions. Since 1899.

MULTI-SPECIALTY HEALTHCARE PROFESSIONAL MASTER POLICY GENERAL DEFINITIONS

These General Definitions apply to the following Insuring Agreements as selected under this Policy: Multi-Specialty Healthcare Professional-Master Policy-Professional Liability and Multi-Specialty Healthcare Professional-Master Policy-Workplace Liability.

Whenever used in this Policy:

- A. **Additional Insured(s)** means any person or entity stated in Item 1(b) of **your Certificate**.
- B. **Administrative hearing(s)** means a disciplinary proceeding against an Insured arising solely out of the performance of **professional services** as a Healthcare Professional, and shall be limited to the following:
1. Any proceeding **initiated** by a licensing authority of an Insured's jurisdiction against the Insured for unprofessional conduct;
 2. Any proceeding **initiated** by a State Department of Health Services or the Federal Department of Health and Human Services alleging that an Insured has performed **professional services** as a Healthcare Professional in excess of, or in violation of, guidelines for appropriate utilization of these services; or,
 3. Any proceeding **initiated** by a hospital or facility professional review board or committee through formally adopted, written procedures.

Administrative hearing(s) do not include **HIPAA Proceedings**.

- C. **Administrative hearing expense** means any reasonable expenses incurred pursuant to an **administrative hearing** for attorney's fees for legal services rendered, including but not limited to, pre-hearing discovery and investigation costs, and charges for attorney's general services.
- D. **Anti-trust law** means those laws listed in:
1. Title 15, Section 12 of the United States Code;
 2. The Federal Trade Commission Act; or,
 3. Any similar state law.
- E. **Automobile** means a land vehicle, self-propelled or not, a trailer or a semi-trailer. This includes any machinery or apparatus attached, whether or not subject to motor vehicle registration or designed for use principally on public roads.
- F. **Biomedical waste** means a biological agent or condition that includes, but is not limited to, an infectious organism or unsafe laboratory condition that may cause or result in **bodily injury** or **property damage**.
- G. **Bodily injury** means bodily harm, sickness or disease, including death resulting therefrom.

- H. **Certificate** means the Certificate of Insurance page, including any Schedule of Insureds, if applicable provided to an Insured which describes specific information about the Insured, including but not limited to its **policy period**, coverages selected, specialty(ies), classification(s), limits of liability, policy number, and premium amounts.
- I. **Claim** means an express, written demand upon an Insured for money or services as compensation for civil damages.
- J. **Claims expense** means all costs and expenses incurred in connection with the investigation, adjustment, and defense of any **claim**. Such costs and expenses shall only include:
1. attorney fees paid to the law firm selected by the **Company** to defend an Insured;
 2. court costs;
 3. expert fees;
 4. reporter fees;
 5. the cost of any alternative dispute resolution ordered by a court, otherwise required by law, or pre-approved by the **Company**;
 6. post-judgment or pre-judgment interest on that portion of the judgment that does not exceed the applicable limit of liability as stated in **your Certificate**; and,
 7. such other costs and expenses that the **Company** determines to be reasonably related to the defense of a **claim**.
- K. **Company** means the insurance company listed in **your Certificate**.
- L. **Coverage Territory** means in the United States of America, its territories or possessions, including Puerto Rico.
- M. **Criminal prosecution** means any governmental enforcement of criminal laws, including offenses or convictions, which could result in imprisonment.
- N. **Discrimination** means any violation of any law, whether statutory or common law, which prohibits disparate treatment, based upon, but not limited to, race, color, religion, national origin, age, handicap or disability, sex, or sexual orientation.
- O. **Extended reporting period** means the period of time after the cancellation or nonrenewal of **your** claims-made coverage during which the Insured may report a **claim** or **potential claim**.
- P. **Event** means an accident. All injuries arising from:
1. the same or related acts, errors, or omissions; or,
 2. the continuous or repeated exposure to substantially the same harmful conditions,
- will be considered one **event**. For the purposes of this definition, all injuries to a mother and fetus (or fetuses) from conception through delivery shall constitute one **event**.
- Q. **First discovered** means the date an Insured first knew, or reasonably should have known, of a **potential claim**.
- R. **First Named Insured** means the entity or person listed first as a **Named Insured** in **your Certificate**.
- S. **First made** means the date on which an Insured first received a **claim**. All **claims** arising from loss suffered by the same claimant(s) shall be considered as having been **first made** when the first such **claim** is received by an Insured.

- T. **Good Samaritan act** means rendering of, or failure to render, **professional services** during an unforeseen emergency for which no fee is expected, demanded or received resulting in **bodily injury** and any resulting **property damage**.
- U. **HIPAA proceeding** means any federal proceeding alleging any breach of the responsibilities, obligations or duties imposed upon **you** under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any rules or regulations promulgated thereunder.
- V. **HIPAA proceeding expenses** mean any reasonable expenses incurred pursuant to a **HIPAA proceeding** for attorney's fees for legal services rendered, including but not limited to, pre-hearing discovery and investigation costs, and charges for attorney's general services.
- W. **Initiated** means the commencement of an **administrative hearing** at the time written notice is received by an Insured.
- X. **Master Policyholder** means the entity listed on the Master Policy Declarations Page under the "Master Policyholder" section. The **Master Policyholder** is not an Insured under the Master Policy nor under any **Certificates**.
- Y. **Named Insured** means the person or entity designated in Item 1(a) of **your Certificate**.
- Z. **Non-standard policy** means a policy issued by a market of last resort, where coverage is typically limited or restricted due to prior claims or other specific risk issues identified as part of a risk profile.
- AA. **Patient** means an individual who is undergoing medical **treatment** and care that is directed by a certified/licensed practitioner of the healing arts, as required by law, toward maintenance, improvement or protection of health or lessening of illness, disability or pain.
- BB. **Peer review** means the evaluation of a Healthcare Professional's fitness and qualification to provide **treatment** by a professional review board or committee through formally adopted, written procedures.
- CC. **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. 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.
- DD. **Policy period** means the period commencing on the effective date shown in **your Certificate**. This period ends on the earlier of the expiration date shown in **your Certificate** or the effective date of cancellation of **your policy period**. If an Insured becomes an Insured under this Policy after the effective date, the **policy period** begins on the date they became an Insured.
- EE. **Pollutants** means any solid, liquid, gaseous, or thermal irritant or contaminant including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals, asbestos, asbestos containing materials, lead, lead containing materials and waste. Waste includes, but is not limited to, **biomedical waste**, nuclear waste, and materials to be recycled, reconditioned, or reclaimed.

- FF. **Potential claim** means an incident which an Insured knows or reasonably should know is likely to result in a **claim**.
- GG. **Premises liability** means **bodily injury** or **property damage** occurring on premises an Insured uses for **professional services**.
- HH. **Professional services** means **peer review** and medical **treatment** for those specialties listed in **your Certificate** or any other services listed by endorsement, for which an Insured is licensed as required by law, trained, and qualified to perform in the Insured's capacity as a Healthcare Professional. **Professional services** include services as an educator or as a member of a formal accreditation, standards review, or similar professional board or committee, including as a director or officer of such board or committee.
- II. **Property damage** means:
1. Physical injury to, or destruction of, tangible property; or,
 2. Loss of use of tangible property, which has not been physically injured or destroyed.
- All such **property damage** shall be deemed to occur at the time of the **event** causing said **property damage**.
- JJ. **Retroactive date** means the date prior to which an Insured has no coverage under the applicable Insuring Agreement. The **retroactive date** is listed in **your Certificate** for each Insured to which a **retroactive date** applies.
- KK. **Suit** means a civil proceeding in a court, and includes an arbitration proceeding.
- LL. **Totally disabled** means **you** are:
1. Permanently, wholly, and continuously disabled and thereby prevented from performing any and all duties pertaining to the practice of medicine; and,
 2. Under the regular care and attendance of a legally qualified physician.
- MM. **Treatment** means:
1. The rendering of medical, surgical, dental, or nursing services to a **patient**;
 2. The provision of medical examinations, opinions, or consultations regarding a person's medical condition within an Insured's practice as a certified/licensed health care provider, as required by law; or,
 3. The furnishing of any of the following, but only as it relates to the rendering of medical, surgical, dental, or nursing services to a **patient**:
 - a. counseling and social service;
 - b. food and beverages; or,
 - c. medical, surgical, or dental supplies, appliances, or drugs.
- NN. **Utilization review** means the review of the necessity, appropriateness, cost, type or utilization of healthcare services made without **patient** contact.
- OO. **We, us, and our**, refer to the **Company**.
- PP. **Wrongful act** means rendering of, or failure to render, **professional services** that results in injury.
- QQ. **You and your** means the **Named Insured(s)** stated in Item 1(a) of **your Certificate** or identified on an endorsement as listed in **your Certificate**.

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MULTI-SPECIALTY HEALTHCARE PROFESSIONAL MASTER POLICY GENERAL CONDITIONS

Each condition contained in this form, or in any attached form, is a separate and distinct condition precedent to coverage. Please read and review each condition carefully.

These General Conditions apply to all Insuring Agreements selected under this Policy. **Failure to abide by a condition by an Insured may result in the denial of coverage.**

A. Coverage Territory

This Policy shall apply to an **event** anywhere in the world, as long as the Insured had prior approval to provide such **professional services** from the appropriate governmental authorities and the **Company**, provided the **claim** is **first made** and **suit** is brought within the **Coverage Territory**.

B. Reporting Requirements: Duties in the Event of a **Potential Claim, Claim** or **Suit**

Our duty to investigate, defend and pay for any **potential claim, claim** or **suit** is strictly conditioned upon an Insured's compliance with the following reporting requirements:

1. If an **event** takes place, which gives rise to a **potential claim** for which coverage may be provided, the Insured shall give written notice to **us**, or **our** authorized representative, as soon as possible. Such written notice shall contain:
 - a. the identity of all Insureds implicated;
 - b. all reasonably obtainable information with respect to the time, place and circumstances of the **event**;
 - c. the nature, extent and circumstances of the injury and damage;
 - d. the names and addresses of any injured persons;
 - e. the names and addresses of available witnesses; and
 - f. the factual basis for the Insured's belief that a **claim** is reasonably likely to be made, as well as the date the Insured first came to this belief.
2. The Insured must notify **us**, or **our** authorized representative, immediately, in writing, of any **claim** or **suit** against the Insured. Such written notice shall contain:
 - a. the identity of all Insureds implicated;
 - b. all reasonably obtainable information with respect to the time, place and circumstances of the **event**;
 - c. the nature, extent and circumstances of the injury and damage;
 - d. the names and addresses of any injured persons;
 - e. the names and addresses of available witnesses;
 - f. the specific facts of the **claim** or **suit**, including the date **first made** or served; and,
 - g. copies of all demands, notices, summons, **suit** papers or other legal documents received by any Insured.

C. Duties in the Event of an **Administrative Hearing** or **HIPAA Proceeding**

1. **You** shall notify **us** as soon as possible of any **administrative hearing** or **HIPAA proceedings**.
2. The **Company** shall have no duty to pay any **administrative hearing expense** and/or **HIPAA proceeding expenses** incurred by an attorney not retained or approved, in writing, by the **Company** to represent the Insured.
3. The Insured shall:
 - a. send **us**, as soon as possible, copies of any notices, summons, or legal papers received in connection with the **administrative hearing** or **HIPAA Proceeding**;
 - b. furnish **us**, upon request, with records and other information and submit to an interview by **us** or **our** representatives concerning the full extent of an Insured's knowledge of the events leading to the **administrative hearing** or **HIPAA Proceeding**. **We** shall also be entitled to immediately receive, upon request, copies of any agency or departmental correspondence the Insured received relating to the **administrative hearing** or **HIPAA Proceeding**, including specifically any correspondence which may have predated the date of application for coverage; and,
 - c. cooperate and assist **us** with all reasonable requests in the handling of an **administrative hearing** or **HIPAA Proceeding**, including, but not limited to:
 - i. attending and testifying at any depositions and hearings;
 - ii. securing and giving evidence; and,
 - iii. obtaining the attendance of witnesses.

D. Assistance and Cooperation

1. After any **potential claim, claim** or **suit**, the Insured shall not admit any liability, contract any expense, voluntarily assume any liability in any situation, nor make or contract any settlement of the **potential claim, claim** or **suit**, except at the Insured's own cost and responsibility, without **our** written authorization.
2. **Our** duty to defend and pay any **potential claim, claim** or **suit** is strictly conditioned upon the Insured's cooperation with **us** in the investigation, defense, and/or settlement of any matter to which this Policy applies, as requested by **us**. Such cooperation shall include, but is not limited to:
 - a. attending and testifying at any deposition, hearing, or trial;
 - b. assistance in securing and giving evidence;
 - c. obtaining the attendance of witnesses; and,
 - d. doing nothing to prejudice **our** ability to investigate, defend, and/or manage any matter to which this Policy applies;
 - e. submitting to recorded and/or sworn statements and to examinations under oath as requested by **us**;
 - f. promptly producing, at **our** request, any records, documents and other information in the Insured's possession, custody or control; and,
 - g. authorize **us** to obtain any records or other information.
3. If a **potential claim, claim** or **suit** is, or might be, covered under any other policy of insurance, the Insured shall promptly give notice to such other insurers. The Insured shall also provide **us** with copies of the applicable policies. The Insured shall further act in good faith to enforce any rights held under such policies, including the right to a defense.

E. 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** under this Policy unless all of its terms have been fully complied with.

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

A person or organization may sue **us** to recover up to the Limit of Insurance as stated in **your Certificate** only after liability has been decided by:

1. A trial, after which a judgment has been entered; or,
2. A written agreement signed by **you, us** and the party making the **claim**.

F. Bankruptcy or Insolvency

You or **your** estate's bankruptcy or insolvency shall not relieve **us** of **our** obligations under this Policy.

G. Other Insurance

Unless otherwise noted in an Insuring Agreement:

1. If any other valid and collectible insurance is available to the Insured with respect to any liability arising from a **potential claim, claim** or **suit** which is covered by this Policy, and such other insurance is afforded under a Policy or **extended reporting period** issued by a past, present or future parent, subsidiary or affiliate of the **Company**:
 - a. if the Insured has secured coverage from the **Company** or any of its affiliates on a **non-standard Policy**, then the **Company's** duty to pay will be confined to the **non-standard Policy**; or
 - b. if subsection (a) does not apply, and an Insured is also an Insured under another **Company** policy, then any duty to pay is on a pro-rata basis.
2. If there is any other insurance policy or risk transfer instrument, including but not limited to, self-insured retentions, deductibles, or other alternative arrangements ("other insurance"), that applies to any amount payable under this Policy, such other insurance must pay first. It is the intent of this Policy to apply only to the amounts covered under this Policy which exceed the available limit of all deductibles, limits of liability or self-insured amounts of the other insurance, whether primary, contributory, excess, contingent, or otherwise. This insurance will not contribute with any such other insurance.

This Policy applies to the amount of loss, which is more than:

1. The limits of insurance of the other insurance; and,
2. The total of all deductibles and self-insured amounts under all such other insurance.

This clause does not affect the provisions of the Limits of Insurance section of this Policy.

H. Transfer of Rights of Recovery Against Others to **Us**

If the Insured has rights to recover all or part of any payment **we** have made under this Policy, those rights are transferred to **us**. The Insured shall do nothing to impair them. At **our** request, the Insured shall bring **suit** or transfer those rights to **us** and help **us** enforce them.

I. Transfer of **Your** Rights and Duties under this Policy

1. **Your** rights and duties under this Policy may not be assigned or transferred without **our** written consent.
2. If **you** die or are declared legally incompetent, **your** rights and duties will be transferred to **your** legal representative, but only while acting within the scope of his or her duties as such.

J. Rights and Duties of the **Master Policyholder**

The **Master Policyholder** retains the Policy but has no rights, duties, or obligations to any Insured under this Policy.

K. Special Rights and Duties of **First Named Insured**

1. If there is more than one Insured, the **First Named Insured** in Item 1(a) of **your Certificate** shall act as the agent of, and with the full authority to bind, all Insureds listed in **your Certificate** or identified on an endorsement as listed in **your Certificate**. This shall include, but is not limited to:
 - a. giving and receiving any notice under this Policy including, but not limited to, cancellation, nonrenewal, or settlement;
 - b. accepting, requesting or receiving endorsements issued to form a part of this Policy;
 - c. payment of premiums and receipt of return premiums;
 - d. purchasing or rejecting any **extended reporting period** (ERP) for any Insured, if applicable.
2. The **First Named Insured** is authorized to request or accept changes in this Policy or to **your** coverage on behalf of all Insureds listed in **your Certificate** or identified on an endorsement as listed in **your Certificate**. This Policy or **your** coverage can only be changed by a written endorsement **we** issue and make a part of this Policy or **your** coverage. The **First Named Insured** shall notify **us** and all Insureds listed in **your Certificate** or identified on an endorsement as listed in **your Certificate**, in writing, of any changes that might affect the insurance provided under this Policy.

L. Conditions of Duties Upon Payment of Premium

The **Company's** duty to perform under the Policy with respect to **your** coverage is strictly conditioned upon **your** payment of the premium when due. Similarly, the **Company's** duty to renew **your** coverage provided under the Policy shall be strictly conditioned upon the payment of **your** renewal premium by the date stated in **your** renewal premium notice. Therefore, **your** coverage shall not be deemed to have been issued, delivered or renewed, and shall not be applicable to any matter which would otherwise be covered herein, until:

1. **Your** premium has been paid in full; or,
2. If the **Company** has agreed to finance **your** coverage, when the first installment has been paid in full.

However, if payment is made by check, electronic transfer, credit card or money order, it shall not be considered "paid in full" until honored by the payer's bank.

M. Titles of Paragraphs

Titles of paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand, or otherwise affect the provisions to which they relate.

N. Conformance to Statute

To the extent a term of this Policy conflicts with a statute of the state within which this Policy is issued, the term shall be deemed amended so as to conform to minimum requirements of the statute.

O. Representations and Change Provision

1. By acceptance of this Policy and **your** coverage, **you** agree, represent, and warrant that the statements and particulars made in all **your** applications, including any statements and particulars made in any and all of **your** documents, supplemental pages or other attachments (“Attachments”) for the purposes of **your** application, submitted to **us** are true and correct. It is further understood and agreed that **your** application, and any Attachments, are incorporated into, and shall form a part of, this Policy. Therefore, this Policy and any endorsements listed in **your Certificate**, and all of **your** applications and Attachments, embody all agreements between **you** and **us**, or any of **our** authorized representatives, relating to this insurance.
2. In the event **your** application was executed or endorsed by **your** agent, **you** acknowledge that the agent has acted under **your** express authority and that **you** have thoroughly reviewed the information contained on any of **your** applications, and Attachments. Therefore, it is understood and agreed that, to the extent permitted by law, **we** reserve the right to rescind this Policy or **your** coverage, or deny any coverage provided for a **claim**, based upon any material misrepresentation made by **you**.
3. The representations made by **you** in **your** applications, and Attachments, are the basis for the coverage provided, as well as **our** calculation of the applicable premium. As a result, **you** agree to inform **us** of any material change in practice. Such material changes shall include, but are not limited to:
 - a. a new procedure being performed or expansion into a new area of patient care;
 - b. the purchase of, merger with, or construction of a new practice location, facility or real property;
 - c. any addition, deletion, or change in status (including the number of working hours, if applicable) involving a person or entity listed on **your Certificate**;
 - d. the revocation, suspension, or restriction of the professional license/certification, hospital privileges, DEA license or other legal right to practice the Insured’s profession, of any Insured or employed health care provider;
 - e. a criminal indictment, charge or conviction of any Insured or employed health care provider;
 - f. a settlement or verdict in a lawsuit that was not defended by **us**; or,
 - g. any physical or mental condition that impairs any Insured’s or employed health care provider’s ability to render **professional services**;not included on **your** most recent application.
4. In the event **we** are made aware of a material change in **your** practice, **we** reserve the right to recalculate the applicable premium, exclude the new practice characteristics from **your** coverage, and/or deny any coverage provided for a **claim** arising from, or in connection with, the material change.

P. Service of Suit

In the event of **our** failure to pay any amount claimed to be due hereunder, **we**, at **your** request, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of **our** rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such **suit** may be made upon Counsel, Legal Department, The Medical

Protective Company, 5814 Reed Road, Fort Wayne, IN 46835 or **our** representative, and that in any **suit** instituted against **us** upon this Policy, **we** will abide by the final decision of such court or of any appellate court in the event of any appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, **we** hereby designate the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, or his or her successors in office, as **our** true and lawful agent upon whom may be served any lawful process in any action, suit, or proceeding instituted by **you** or on **your** behalf or any beneficiary hereunder arising out of this Policy of insurance, and hereby designates the above named agent as the person to whom the said officer is authorized to mail such process or a true copy thereof.

Q. Cancellation, and Nonrenewal and/or Termination of Coverage

1. **Your policy period** may be canceled by the **First Named Insured**. The **First Named Insured** shall mail written notice to **us** requesting cancellation. The cancellation shall be effective on the date requested by the **First Named Insured** or the date the notice is received by **us**, whichever is later.
2. Any coverage contained within this Policy with respect to any Insured listed in **your Certificate** or identified on an endorsement as listed in **your Certificate** may be terminated by the **First Named Insured**. The **First Named Insured** shall mail written notice to **us** requesting the coverage termination. The termination shall be effective on the date requested by the **First Named Insured** or the date the notice is received by **us**, whichever is later.
3. **Your policy period**, or any coverage contained therein, may also be canceled, terminated or nonrenewed by **us**. **We** will send notice to the **First Named Insured** at the last address on record with **us**.
4. If **we** cancel or nonrenew **your policy period** for any reason other than non-payment of premium, **we** shall provide written notice to the **First Named Insured** not less than thirty (30) days prior to the effective date of such cancellation or nonrenewal. If **we** cancel **your policy period** for nonpayment of premium, **we** shall provide written notice to the **First Named Insured** not less than ten (10) days prior to the effective date of such cancellation or nonrenewal.
5. If **we** cancel or nonrenew the Policy for any reason other than non-payment of premium, **we** shall provide written notice to the **First Named Insured** not less than thirty (30) days prior to the effective date of such cancellation or nonrenewal.
6. If **you** cancel or terminate **your policy period**, earned premium shall be computed in accordance with the standard short rate tables and procedure. If **you** cancel or terminate any coverage contained therein, with respect to any Insured listed in **your Certificate** or identified on an endorsement as listed in **your Certificate**, but not the entire Policy, earned premium shall be computed pro rata. If **we** cancel **your policy period**, or terminate any coverage contained therein, earned premium shall be computed pro rata. If **we** cancel the Policy, earned premium shall be computed pro rata. Premium adjustments shall be made within a reasonable period of time after cancellation. However, payment or tender of unearned premium shall not be a condition of cancellation.
7. If **we** cancel or nonrenew **your policy period**, or this Policy, **your** coverage under that **policy period** shall terminate on the earlier of:
 - a. the date stated on the cancellation or nonrenewal notice; or,
 - b. the date the Insured procures replacement coverage.

R. Insurance Under More Than One Coverage

If more than one of this Policy's coverage applies to the same **claim** or **suit**, **we** will not pay more than the limit of insurance as stated in **your Certificate** of the coverage most applicable to the type of **claim** or **suit** which shall be determined at **our** sole discretion.

S. Inspection and Audit

The **Company** shall be permitted, at its own discretion and for its own benefit, to audit an Insured's property, operations, and any business records. The **Company** shall also have the right to obtain a copy of any current or prior insurance records. Any findings or recommendations made by the **Company** as a result of an audit shall inure solely to the **Company's** benefit. As a result, they may not be used as evidence of the Insured's compliance with any safety regulations or other industry standards.

T. Modifications

Except as provided herein, this Policy may not be modified except by written endorsement attached to and made a part of this Policy by the **Company**. The **Company's** decision not to insist on the Insured's compliance with any provision of this Policy shall not operate to waive, modify, or void the provision.

U. Arbitration.

The **Company** and the Insured agree that any dispute, **claim** or controversy arising out of, relating to, or in connection with this Policy, whether brought by or on behalf of the Insured, **Company**, or any other party, that the **Company** may elect to submit any such dispute, **claim** or controversy to binding arbitration, in accordance with Title 9 USC Sec. 1 et seq (the Federal Arbitration Act) and shall be governed by the Commercial Arbitration Rules of the American Arbitration Association.

The arbitration shall be presided over by three arbitrators chosen from the Commercial Insurance Panel of the American Arbitration Association. The arbitrators shall be governed by the law of the state of the address of the **First Named Insured**, as set forth in **your Certificate**. The arbitration shall take place in the county that the capital of that state is located.

The arbitrators shall have the discretion to order pre-arbitration discovery, including an exchange of documents and deposition of potential witnesses. Each party shall bear its own arbitration costs and expenses including attorneys' fees, unless otherwise provided by law.

Any arbitration award shall be in writing and shall specify the factual and legal bases of the award. Judgment on the award rendered by the arbitrator shall be final and may be entered in any court having jurisdiction thereof. Furthermore, this arbitration provision shall be a complete defense to any suit, action or proceeding in any federal, state or local court or before any administrative tribunal with respect to any dispute, **claim** or controversy arising out of, relating to or in connection with this Policy.

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These General Exclusions apply to the following Insuring Agreements as selected under this Policy: Multi-Specialty Healthcare Professional-Master Policy-Professional Liability and Multi-Specialty Healthcare Professional-Master Policy-Workplace Liability.

I. EXCLUSIONS

This Policy shall not apply to any **claim** or **suit** based upon an **event**:

- A. Arising out of an Insured's dishonest, fraudulent, criminal or malicious act, error or omission.
- B. Arising out of an Insured's ownership or operation of a hospital, clinic, or other facility or institution, which provides overnight bed and board; or an Insured's ownership, or other business enterprise not named as an Insured in **your Certificate**.
- C. Arising out of disputes about an Insured's fees, including collecting fees from third parties.
- D. Arising out of any Insured's **wrongful act** as a manager, administrator or as director/officer or committee member of a **utilization review** panel. However, this exclusion does not apply to **your wrongful acts** in **your** capacity as a member of a formal accreditation or review board, professional society or licensing board.
- E. Arising out of any dispute between two or more Insureds under the same **Certificate**.
- F. Arising out of allegations of **discrimination**.
- G. Arising out of any act an Insured reasonably expected or intended to cause injury or damage, regardless of whether the Insured expected or intended the specific injury or damage resulting from the Insured's act. However, this exclusion does not apply to a **claim** or **suit** for a **good samaritan act**.
- H. Arising out of **bodily injury** or **property damage** in any way involving an Insured's ownership or use of an **automobile**, watercraft or aircraft.
- I. Arising out of injury or damage to:
 - 1. Employee(s) or independent contractor(s) working for an Insured; or,
 - 2. The spouse or relative of such employee(s) or independent contractor(s), as a consequence of injury or damage to the employee(s) or independent contractor(s).
 - a. This exclusion applies:
 - i. whether an Insured is liable as an employer or in any other capacity; or,
 - ii. to any obligation to share damages with or repay someone else who must pay damages because of the injury or damage.

- J. Arising out of any obligation under a workers' compensation, occupational disease, employer's liability, disability benefits, unemployment compensation, or any similar law.
- K. Arising out of an Insured's liability that is covered or insurable under a directors and officers, errors and omissions or employment practice liability insurance policy.
- L. Arising out of **property damage** to:

1. Property an Insured owns, rents, occupies or uses;
2. Property in an Insured's care, custody or control; or,
3. Premises an Insured has sold, given away or abandoned.

We shall, however, pay up to \$1,000 as part of, and not in addition to, the **event** limit as stated in **your Certificate**, for **property damage** to personal property of others in **your** care, custody or control while performing **your professional services** as a Healthcare Professional. Unless otherwise specified in the Policy, **we** shall not pay for **property damage** to personal property of an Insured.

- M. Arising out of any business relationship outside of an Insured's provision of **professional services** to any past or present **patient** or client.
- N. Arising out of liability assumed under any contract or agreement. However, this exclusion does not apply to liability:

1. An Insured would have in the absence of the contract or agreement; or,
2. An Insured assumed in a written contract or written agreement with:
 - a. a Health Maintenance Organization;
 - b. a Preferred Provider Organization;
 - c. a Independent Practice Association; or,
 - d. any other similar organization;

but only for vicarious liability based solely on an Insured's **professional services** rendered, or which should have been rendered by **you** or any person for whose acts or omissions an Insured is legally responsible.

- O. Arising out of any **wrongful act** for any **professional services** for which an Insured did not have authorization to provide such services due to suspension, revocation, surrender, restriction of, or failure to obtain the proper professional license, certification or authorization required by law in the state or locality at the time of providing **professional services**.
- P. Arising out of any **wrongful act** while an Insured was in any manner, extent or degree impaired by or under the influence of alcohol, narcotics, hallucinogenic agents, drugs or intoxicants of any nature or kind.
- Q. Arising out of any Insured's **wrongful act** in violation of applicable law regulating or governing the Insured's **professional services**.
- R. Arising out of:
1. The actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of **pollutants**;
 2. Any direction, request, demand, order or statutory or regulatory requirement to test for, monitor, investigate, cleanup, remove, contain, treat, detoxify, or neutralize **pollutants** or in any way respond to or assess the effects of **pollutants**; or,
 3. Any cost, charge, expense or request for reimbursement arising out of 1. or 2. above.

- S. For fines, penalties, punitive, exemplary or multiplied damages. If permitted by law, however, **we** shall pay up to \$25,000 in punitive, exemplary or multiplied damages as part of, and not in addition to, the Limits of Insurance as stated in **your Certificate**.
- T. Arising out of an Insured's administration of anesthesia other than the administration of nitrous oxide, topical anesthetic, or local anesthesia injection, unless under the direct supervision of the supervising physician or nurse anesthetist and, where permitted by law.
- U. Arising out of an Insured's performance of any **professional services**, business, or profession other than those listed in **your Certificate** or by endorsement.
- V. Arising out of an Insured's **professional services** to animals.
- W. Any **claim** or **potential claim** arising from, or in connection with, any cyber or privacy insurance coverage, including but not limited to, any coverage for network security and privacy, regulatory fines and penalties, patient notification and credit monitoring, or data recovery cost.
- X. Any fabrication, alteration or destruction, in whole or in part, of any medical record pertaining to the person whose **treatment** is the subject of the **claim** or **potential claim**, including, but not limited to, any medical or business record pertaining to the condition, **treatment** and/or consent of such person to any **professional service**, in whole or in part, by or at the direction of an Insured, after the happening of the activity reflected in such document or record. However, this exclusion does not apply to bona fide corrections to records made in accordance with applicable generally accepted professional standards, but this exception only applies if such corrections are identified as such, dated and signed by the person making them.
- Y. Arising out of any liability from a defective good or product invented, designed, manufactured, or sold by Insured. However, this exclusion shall not apply to liability arising from a good or product which was specifically used by Insured to provide **professional services** to a **patient**.
- Z. Arising out of any **potential claim** or **claim** that was **first discovered** by any Insured prior to **your policy period**. This shall include, but is not limited to, any **claim** or **potential claim** listed or referenced on any application, loss run, or any information previously submitted to the **Company** or reported to another prior insurance carrier.
- AA. Arising out of any request for damages:
1. For which an Insured has coverage under a nuclear energy liability policy issued by the:
 - a. Nuclear Energy Liability Insurance Association;
 - b. Mutual Atomic Energy Liability Underwriters;
 - c. Nuclear Insurance Association of Canada; or,
 - d. any successor or assignee of the entities listed in AA.1.a. b. or c., above.

This Policy also does not apply if such coverage did exist, but was terminated by the exhaustion of an Insured's limit of insurance under a nuclear energy liability policy.

2. Resulting from the hazardous properties of nuclear material for which an Insured:
 - a. was required to maintain financial protection under the Atomic Energy Act of 1954 or any amendment or regulation that applies thereto; or,
 - b. was entitled to indemnity by the United States government or any agency thereof or would have been entitled to had this Policy not been issued.
- BB. Arising out of **wrongful acts** due to war, whether or not declared, or any act or condition incidental to war. War includes civil war, insurrection, rebellion, revolution, or terrorism.

- CC. Arising out of an Insured's actual or alleged involvement in:
1. **Anti-trust law** violation; or,
 2. Agreement of conspiracy to restrain trade.
- DD. Arising out of, or in connection with, an Insured's violation of the Americans with Disabilities Act.
- EE. Arising out of an Insured's actual or alleged sexual misconduct or inappropriate physical contact, or attempt thereat or proposal thereof by an Insured or any other person for whom the Insured may be liable. The **Company** will, however, provide a defense to **you** for such allegations, subject to Section III. Sexual Misconduct Provision, and subject to the Aggregate Sexual Misconduct Expense Limit as stated in **your Certificate**.

The Medical Protective Company®

A STOCK INSURANCE COMPANY

5814 Reed Road, Fort Wayne, Indiana 46835

Strength. Defense. Solutions. Since 1899.

MULTI-SPECIALTY HEALTHCARE PROFESSIONAL MASTER POLICY PROFESSIONAL LIABILITY INSURING AGREEMENT OCCURRENCE

Throughout this Insuring Agreement the words **you** and **your**, refer to the **Named Insured(s)** designated in item 1(a) of **your Certificate**. The words **we**, **us** and **our**, refer to the **Company** providing this insurance.

In consideration of the payment of the premium due, and in reliance upon the representations in **your** Application, **you** and **we** agree as follows, subject to the terms and conditions of this Policy, including **your** applicable Limits of Insurance:

I. COVERAGES

A. Professional Liability

We shall pay those amounts an Insured is legally obligated to pay to compensate others for damages resulting from an **event** based upon a **wrongful act**. The **wrongful act** must take place during **your policy period**.

B. Good Samaritan Acts

We shall pay for those amounts an Insured is legally obligated to pay to compensate others for damages resulting from an **event** based upon a **good samaritan act**. The **good samaritan act** must take place during **your policy period**.

C. Assault or Battery Upon You

We shall pay for expenses **you** incur for **your bodily injury** and **your property damage** resulting from an assault or battery upon **you** while performing **your professional services** as a Healthcare Professional. The assault or battery must take place during **your policy period**.

D. First Aid By You

We shall pay for expenses **you** incur for first aid rendered to a person other than **your patient** as a result of **bodily injury**. The first aid must be provided during **your policy period**, and within forty-eight (48) hours after the **bodily injury** occurs.

E. Medical Payments to Others

We will pay up to the Per Person Medical Payments Limit stated in **your Certificate** for necessary medical expenses, regardless of fault, incurred within three (3) years from the date of an **event** causing **bodily injury** to **your patient** that occurs on premises, and on ways immediately adjoining the premises, **you** principally use for **your professional services** as a Healthcare Professional. The **event** must take place during **your policy period**. Any **claim** for medical expenses must be first reported by **you** to **us** in writing within one (1) year of the date of

the **event**. **Our** obligation to pay medical expenses is contingent upon the injured person submitting to examination, at **our** expense, by a physician(s) of **our** choice, as often as **we** reasonably require. In no event shall the amount payable hereunder exceed the Aggregate Medical Payment Limit stated in **your Certificate** per **policy period**.

F. Deposition Fees and Expenses When **You** Are Not a Named Party to a **Suit**

We shall pay those reasonable fees, costs and expenses necessary to represent **you** at a deposition involving a **wrongful act** where **you** are not a named party to the **suit**. The **wrongful act** must take place during **your policy period**.

II. ADMINISTRATIVE HEARING PROVISION

A. **We** have the right and duty to defend an Insured in any **administrative hearing**, and shall pay any necessary **administrative hearing expenses**, regardless if the basis for that **administrative hearing** is groundless, false, or fraudulent. However, the defense of an Insured in any **administrative hearing** must arise from **your professional services** to a **patient** which would otherwise be covered under this Insuring Agreement and for which there is no other insurance available, and that takes place during **your policy period**.

B. Each **Administrative Hearing Expense** Limit shall be the amount stated in **your Certificate**. **Our** duty to defend an **administrative hearing** shall cease when the limit is exhausted. The maximum amount of **administrative hearing expenses** for **administrative hearings** shall be the Aggregate **Administrative Hearing Expense** Limit stated in **your Certificate**. All **administrative hearings** arising from the same series of continuous, related, or repeated allegations shall be considered arising out of one hearing.

Upon the exhaustion of the applicable limit provided under this Insuring Agreement, the Insured shall become responsible for all further **claims expense** arising from the proceeding. If the Insured cannot come to an agreement with the attorney assigned by the **Company** regarding the payment of future fees and costs, the Insured shall take all steps necessary to allow the attorney to withdraw from the matter.

C. **We** shall not pay for **administrative hearing expenses** arising out of:

1. Any defense of **criminal prosecution**;
2. Any circumstance of which **you** were aware or which **you** reasonably believed, would result in an **administrative hearing** prior to **your policy period**;
3. Any legal matter other than an **administrative hearing**;
4. Any application for initial placement on a medical staff;
5. Any costs an Insured incurs, including but not limited to, loss of earnings, with regard to an **administrative hearing**, unless it is a cost that **we** specifically ask an Insured to incur;
6. Any defense of fraud or willful non-compliance involving Medicare/Medicaid billing or any other insurance reimbursement regulations or procedures once it becomes reasonably apparent to the **Company** that an Insured committed a fraudulent or willful non-compliant act;
7. Any legal action commenced by **you** including, but not limited to, an **administrative hearing**;
8. Fines, penalties, punitive, exemplary, or multiplied damages; or,
9. Any **administrative hearing** arising out an Insured's capacity as a manager, administrator, director, officer, or committee member of a **utilization review** panel. This exclusion shall not apply to **your** capacity as a member of a formal accreditation or review board, professional society, or licensing board.

D. Appeals

All **administrative hearing expenses** incurred with respect to appeals and proceedings, or a series of continuous or interrelated appeals and proceedings, arising out of an **administrative hearing** shall be considered as part of the original **administrative hearing**. Payments for all such **administrative expenses** shall not exceed the **Administrative Hearing Expense Limit** stated in **your Certificate**.

E. Representation at an **Administrative Hearing**

1. We shall pay **administrative hearing expenses** in excess of any other coverage, no matter how those coverages are described, up to the **Administrative Hearing Expense Limit** stated in **your Certificate**.
2. We shall have the right to select any attorney to represent an Insured in the defense of an **administrative hearing**.

F. Action for Defamation and Other Allegations

We shall pay for **administrative hearing expenses** arising out of an **administrative hearing** where **bodily injury, property damage**, defamation, libel, slander, emotional distress, assault and battery, or matters which may be deemed uninsurable by the law are alleged, notwithstanding any exclusion to the contrary, but only if in final adjudication such allegations are found to be false or unfounded. If an Insured is found liable for any of these allegations, **you** shall reimburse **us** for all **administrative hearing expenses** arising out of that **administrative hearing**.

III. SEXUAL AND PHYSICAL MISCONDUCT PROVISION

- A. We shall provide **you** with a defense, not to exceed the Aggregate Sexual and Physical Misconduct Expense Limit stated in **your Certificate**, for all **claims, potential claims** and **suits** involving any actual or alleged sexual misconduct or inappropriate physical contact, or attempt, threat or proposal thereof, based upon **professional services** that take place during **your policy period**:

1. by any Insured or any other person for whom **you** may be legally liable; and,
2. with, or to, any former or current **patient** of an Insured, or with, or to, any relative or member of the same household as any **patient**, or with, or to, any person with whom the **patient** or relative has a personal relationship.

- B. We shall not be obligated to undertake, nor continue to defend, any **claim, potential claim**, or **suit** after the Aggregate Sexual and Physical Misconduct Expense Limit stated in **your Certificate** is exhausted. The **Company** has no duty to pay any damages for any **potential claim, claim** or **suit** involving any actual or alleged sexual misconduct or inappropriate physical contact, or attempt threat or proposal thereof, based upon **professional services**.

IV. DEFENSE COSTS, CHARGES, AND EXPENSES

- A. We have the right and duty to defend any Insured at **our** expense, and in addition to the Limits of Insurance stated in **your Certificate**, for any **suit** brought against any Insured for a **claim**, even if the **suit** is groundless or fraudulent. **Our** duty to defend any **suit** ends after the applicable Limit of Insurance stated in **your Certificate** is exhausted by payment of judgments, awards, settlements and interest accruing thereon prior to entry of a judgment, issuance of an award or settlement.

We have the right to investigate any **claim, potential claim or suit**. We have the right to settle any **claim or suit**. We will not, however, settle any **claim or suit** against **you**, if **you** are an individual, without **your** prior written consent.

We shall have the right to settle any **claim or suit** filed against any partnership, corporation or **Additional Insured(s)** as we deem expedient. We shall not, however, settle any **claim or suit** filed against a partnership or corporation or **Additional Insured(s)** without prior notice to the **First Named Insured**.

B. We shall pay, with respect to any **claim or suit** we defend:

1. All attorneys' fees paid to the law firm selected by **us** to defend any Insured;
2. All expenses **we** incur;
3. All costs taxed against any Insured in the **suit**;
4. Post-judgment interest on that portion of a judgment that is within the applicable Limit of Insurance stated in **your Certificate**;
5. All reasonable expenses incurred by an Insured at **our** request to assist **us** in the investigation or defense of the **claim, potential claim or suit**. We shall also pay up to the Limit of Insurance stated in **your Certificate** for loss of earnings, if **you** are away from **your** employment as a Healthcare Professional at **our** request to help **us** defend a **suit**; and,
6. Premiums for appeal bonds, or bonds to release property used to secure a legal obligation, if required in a **suit** we defend. We shall only pay, however, for bonds valued up to the applicable Limit of Insurance stated in **your Certificate**. We have no obligation to appeal a **suit** we defend or to obtain these bonds.

These payments shall be in addition to, and shall not reduce the Limits of Insurance stated in **your Certificate**.

V. HIPAA PROCEEDINGS

We will pay up to the Each **HIPAA Proceeding Expense** Limit stated in **your Certificate** for **your** expenses from the investigation or defense of a **HIPAA Proceeding**. However, if in final adjudication **you** are found to be liable for an intentional violation, **you** shall reimburse **us** for all **HIPAA Proceeding Expenses**. In no event shall the amount payable hereunder exceed the Aggregate **HIPAA Proceeding Expense** Limit stated in **your Certificate** per **policy period** regardless of the number of Insureds or the number of **HIPAA Proceedings**.

A **HIPAA Proceeding** must begin during **your policy period** or within one year after the expiration date of **your policy period** and must be reported to **us** within thirty (30) days after **you** receive notice of a **HIPAA Proceeding**.

VI. WHO IS AN INSURED

A. The unqualified word Insured used in this Policy means:

1. **You**;
2. If **You**, as designated in Item 1(a) of **your Certificate** is an individual, then **your** spouse is also an Insured, but only with respect to the conduct of **your professional services**;
3. If **You**, as designated in Item 1(a) of **your Certificate** is a partnership or corporation, then **your** partners, executive officers, directors, or stockholders are also Insureds, but only with respect to the conduct of **your professional services**;

4. Any individual, partnership or corporation designated in Item 1(b) of **your Certificate** is an **Additional Insured**, but only for the **Additional Insured's** vicarious liability based solely on **professional services** rendered, or which should have been rendered by **you** or any person for whose acts or omissions **you** are legally responsible;
5. If **You**, as designated in Item 1(a) of **your Certificate**, is a student Healthcare Professional then **you** are an Insured, but only with respect to the conduct of providing **professional services** for the school in which **you** are enrolled and for which **you** are under the supervision of an accredited or licensed training program; and,
6. Any other Insured(s) identified in **your Certificate** or identified on an endorsement as listed in **your Certificate**.

VII. LIMITS OF INSURANCE

- A. The Limits of Insurance stated in **your Certificate** and the information contained in this section identifies the most **we** will pay regardless of the number of:
 1. Insureds; or
 2. Claimants, **potential claims, claims** or **suits** brought against an Insured.
- B. The Each **Event** Limit stated in **your Certificate** for a specific coverage(s), if applicable, is the most **we** shall pay for a single **event** for that specific coverage(s). The Each **Event** Limit(s) shall apply:
 1. Separately to each individual or partnership, association, corporation or other entity specifically designated in Item 1(a) as a **Named Insured in your Certificate**; and
 2. As a shared limit for the individual or partnership, association, corporation, or other entity specifically designated in Item 1(b) as an **Additional Insured in your Certificate**, and for any other Insureds.
- C. The Aggregate Limit stated in **your Certificate** for a specific coverage(s), if applicable, is the most **we** shall pay for that specific coverage(s). The Aggregate Limit(s) shall apply:
 1. To each **policy period**;
 2. Separately to each individual or partnership, association, corporation or other entity specifically designated in Item 1(a) as a **Named Insured in your Certificate**; and
 3. As a shared limit for the individual or partnership, association, corporation, or other entity specifically designated in Item 1(b) as an **Additional Insured in your Certificate** and for any other Insureds.

The Medical Protective Company®

A STOCK INSURANCE COMPANY

5814 Reed Road, Fort Wayne, Indiana 46835

Strength. Defense. Solutions. Since 1899.

MULTI-SPECIALTY HEALTHCARE PROFESSIONAL MASTER POLICY WORKPLACE LIABILITY INSURING AGREEMENT OCCURRENCE

Throughout this Insuring Agreement the words **you** and **your**, refer to the **Named Insured(s)** designated in item 1(a) of **your Certificate**. The words **we**, **us** and **our**, refer to the **Company** providing this insurance.

In consideration of the payment of the premium due, and in reliance upon the representations in **your** Application, **you** and **we** agree as follows, subject to the terms and conditions of this Policy, including **your** applicable Limits of Insurance:

I. COVERAGES

A. Healthcare Professional Premises Liability

We shall pay those amounts an Insured is legally obligated to pay to compensate **patients** for any **premises liability** resulting from an **event** arising solely out of **professional services**. The **premises liability** must take place during **your policy period**.

B. Personal Injury Liability

We shall pay those amounts an Insured is legally obligated to pay to compensate someone other than **your patient** for any **personal injury** resulting from an **event** arising solely out of **your professional services**. The **personal injury** must take during **your policy period**.

II. DEFENSE COSTS, CHARGES, AND EXPENSES

A. **We** have the right and duty to defend any Insured at **our** expense, and in addition to the Limits of Insurance stated in **your Certificate**, any **suit** brought against any Insured for a **claim**, even if the **suit** is groundless or fraudulent. **Our** duty to defend any **suit** ends after the applicable Limit of Insurance stated in **your Certificate** has been exhausted by payment of judgments, awards, settlements and interest accruing thereon prior to entry of a judgment, issuance of an award or settlement.

We have the right to investigate any **claim**, **potential claim** or **suit**. **We** have the right to settle any **claim** or **suit**. **We** will not, however, settle any **claim** or **suit** against **you**, if **you** are an individual, without **your** prior written consent.

We shall have the right to settle any **claim**, or **suit** filed against any partnership, corporation or **Additional Insured** as **we** deem expedient. **We** shall not, however, settle any **claim** or **suit** filed against a partnership or corporation or **Additional Insured** without prior notice to the **First Named Insured**.

B. **We** shall pay, with respect to any **claim**, or **suit we** defend:

1. All attorneys' fees paid to the law firm selected by **us** to defend any Insured;
2. All expenses **we** incur;
3. All costs taxed against any Insured in the **suit**;
4. Post-judgment interest on that portion of a covered judgment that is within the applicable Limit of Insurance stated in **your Certificate**;
5. All reasonable expenses incurred by an Insured at **our** request to assist **us** in the investigation or defense of the **claim, potential claim** or **suit**. **We** shall also pay up to the Limit of Insurance stated in **your Certificate** for loss of earnings, if **you** are away from **your** employment as a Healthcare Professional at **our** request to help **us** defend a **suit**; and,
6. Premiums for appeal bonds, or bonds to release property used to secure a legal obligation, if required in a **suit we** defend. **We** shall only pay, however, for bonds valued up to the applicable Limit of Insurance stated in **your Certificate**. **We** have no obligation to appeal a **suit we** defend or to obtain these bonds.

These payments shall be in addition to, and shall not reduce the Limits of Insurance stated in **your Certificate**.

III. WHO IS AN INSURED

A. The unqualified word "Insured" used in this Policy means:

1. **You**;
2. If **You**, as designated in Item 1(a) of **your Certificate** is an individual, then **your** spouse is also an Insured, but only with respect to the conduct of **your professional services**;
3. If **You**, as designated in Item 1(a) of **your Certificate** is a partnership or corporation, then **your** partners, executive officers, directors, or stockholders are also Insureds, but only with respect to the conduct of **your professional services**;
4. Any individual, partnership or corporation designated in Item 1(b) of **your Certificate** is an **Additional Insured**, but only for the **Additional Insured's** vicarious liability based solely on **professional services** rendered, or which should have been rendered by **you** or any person for whose acts or omissions **you** are legally responsible;
5. If **You**, as designated in Item 1(a) of **your Certificate**, is a student Healthcare Professional then **you** are an Insured, but only with respect to the conduct of providing professional services for the school in which **you** are enrolled and for which **you** are under the supervision of an accredited or licensed training program; and,
6. Any other Insured identified in **your Certificate** or identified in an endorsement as listed in **your Certificate**.

IV. LIMITS OF INSURANCE

A. The Limits of Insurance stated in **your Certificate** and the information contained in this section identifies the most **we** will pay regardless of the number of:

1. Insureds;
2. Claimants, **potential claims, claims** or **suits** brought against an Insured.

B. The Each **Event** Limit stated in **your Certificate** for a specific coverage(s), if applicable, is the most **we** shall pay for a single **event** for that specific coverage(s). The Each **Event** Limit(s) shall apply:

1. Separately to each individual or partnership, association, corporation or other entity specifically designated in Item 1(a) as a **Named Insured in your Certificate**; and
2. As a shared limit for the individual or partnership, association, corporation, or other entity specifically designated in Item 1(b) as an **Additional Insured in your Certificate** and for any other Insureds;

C. The Aggregate Limit stated in **your Certificate** for a specific coverage(s), if applicable, is the most **we** shall pay for that specific coverage(s). The Aggregate Limit(s) shall apply:

1. To each **policy period**;
2. Separately to each individual or partnership, association, corporation or other entity specifically designated in Item 1(a) as a **Named Insured in your Certificate**; and
3. As a shared limit for the individual or partnership, association, corporation, or other entity specifically designated in Item 1(b) as an **Additional Insured in your Certificate** and for any other Insureds.