

[illegible]

Global Reach. Local Touch.
Single Source.

INSURANCE PROPOSAL

Adam Barta MD
Williamson County

Your Business Insurance Service Team

| Core Service Team | | |
|---|----------------|-----------------------------|
| Austin Malone <i>Vice President</i> | (254) 751-1710 | amalone@higginbotham.net |
| Brandi Ledbetter, CISR, ACSR <i>Sr. Account Manager/Unit Supervisor</i> | (254) 776-4854 | bledbetter@higginbotham.net |
| Gwen Johnston, CISR, ACSR <i>Commercial Service Representative</i> | (254) 230-1997 | gjohnston@higginbotham.net |

| Specialty Service Team | | |
|---|----------------|----------------------------|
| Vance Lee, CSP, ARM <i>Director of Risk Management</i> | (214) 346-4122 | vlee@higginbotham.net |
| Troy Koonsman <i>Claims Manager</i> | (817) 347-7013 | tkoonsman@higginbotham.net |
| Kevin Springer <i>Claims Specialist, Account Executive</i> | (214) 346-4106 | kspringer@higginbotham.net |
| James Reed, AIC <i>Sr. Claims Specialist, Account Executive</i> | (817) 347-6806 | jreed@higginbotham.net |
| Michelle Jones, JD, CRIS, MLIS <i>Director of Contract Review</i> | (817) 349-2306 | mjones@higginbotham.net |
| Catie Roberts, ARM <i>Account Executive, Succeed Coordinator</i> | (214) 360-6884 | croberts@higginbotham.net |
| Shea Diaz, CISR <i>Certificate and Policy Processing Representative</i> | (254) 870-2994 | sdiaz@higginbotham.net |
| Claims Reporting <i>Available 24/7 via Telephone Option 3</i> | (800) 728-2374 | claims@higginbotham.net |

Supplement to Proposal

This insurance document is furnished to you as a matter of information for your convenience. It only summarizes the listed proposed policy(ies) and is not intended to reflect all terms and conditions or exclusions of each proposed policy(ies). Moreover, the information contained in this document reflects proposed coverage as of the effective date(s) of the proposed policy(ies) and does not include subsequent changes. This document is not an insurance policy and does not amend, alter or extend the coverage afforded by the listed proposed policy(ies). The insurance afforded by the listed proposed policy(ies) is subject to all terms, exclusions and conditions of such proposed policy(ies). All coverages, coverage forms, rates, rating procedures, rating plans, deductibles and other provisions will apply in conformance with those used by the various Insurance Companies and authorized by the State Regulatory Authorities. Any provision contained herein which conflicts with State Regulations will be amended as required to conform.

Higginbotham receives a commission based on a percentage of the premium from insurance companies for placement of insurance and service of our clients. Higginbotham may be eligible for additional compensation, bonuses or awards based on volume and profitability of business placed with some insurance providers.

Premium Summary / Comparison

| Coverage | Renewal | | Expiring | |
|--------------------------------|--|-------------|--|-------------|
| | Exposure | Premium | Exposure | Premium |
| Medical Professional Liability | Family Medicine Estimated Gross Annual Income \$200,000 | \$26,565.00 | Family Medicine Estimated Gross Annual Income \$200,000 | \$21,970.20 |
| <i>Total</i> | | \$26,565.00 | | |

Note

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as a surplus lines coverage pursuant to the Texas Insurance statutes. The State Board of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and this insurer is not a member of the property and casualty insurance guaranty association created under Texas Insurance Code § 462. Texas Insurance Code § 225.004, requires payment of 4.85 percent tax on gross premium

MEDICAL PROFESSIONAL PREMIUM

| | |
|-----------------|---|
| \$ 25,000.00 | Premium (Minimum & Deposit)* |
| \$ 300.00 | Policy Fee (Fully Earned) |
| \$ 1,227.05 | Surplus Lines Tax |
| <u>\$ 37.95</u> | Stamping Fee |
| \$ 26,565.00 | Total, Subject to Audit for Final Premium Determination |

**Premium shown is both a deposit and minimum premium for the full policy term. At the close of the audit period, the company will compute the earned premium for the policy period. If earned premium is more than above total premium, notice of the amount by which it exceeds will be sent to the first Named Insured as additional premium. If earned premium is less than the total premium, the total premium will apply as the minimum premium, with no return premium payment to you.*



12404 Park Central Drive, Suite 380
Dallas, TX 75251
Ph: 972-437-8734
www.rtspecialty.com

19340684A

QUOTATION SUMMARY

September 11, 2019

Higginbotham Insurance Agency, Inc. - Waco
Brandi Ledbetter
7528 Bosque Blvd
Waco, TX 76712

FROM: James DiLoreto

Outlined below is a summary of the attached quotation obtained for the above noted Insured. The full quote terms, conditions and exclusions can be found on the attached quote. Please pay special attention to those items found on the quote, and note that in the event of any discrepancies between the information found on this summary and the quote itself, the quote supersedes our summary. As the broker with the direct relationship with the Insured, it is your responsibility to carefully review with the Insured all of the terms, conditions, and limitations in the quote, and to specifically reconcile with the Insured any differences between those quoted and those you requested. RT Specialty expressly disclaims any responsibility for any failure on your part to review or reconcile any such differences with the Insured.

| | | |
|-------------------------------------|---|------------|
| NAMED INSURED: | Adam Barta MD 508 S. Rock Street Georgetown, TX 78626 | |
| PRIMARY RISK ZIP CODE: | 78626 | |
| COVERAGE: | Medical Professional Liability Full Program | |
| INSURER: | Landmark American Insurance Company - Non-Admitted | |
| POLICY TERM: | 9/11/2019 - 9/11/2020 | |
| ESTIMATED POLICY PREMIUM: | \$25,000.00 | |
| OPTIONAL TRIA: | NOT APPLICABLE | |
| FEES: | Brokerage Fee | \$300.00 |
| | TOTAL FEES: | \$300.00 |
| ESTIMATED SURPLUS LINES TAX: | | |
| | Surplus Lines Tax | \$1,227.05 |
| | Stamping Office Fee | \$37.95 |
| | TOTAL TAXES: | \$1,265.00 |
| TOTAL: | \$26,565.00 | |



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SPECIAL CONDITIONS / OTHER COVERAGES:

NO FLAT CANCELLATIONS
ALL FEES ARE FULLY EARNED AT INCEPTION

For R-T Specialty to file the surplus lines taxes on your behalf, please complete the surplus lines tax document and return with your request to bind. Due to state regulations, R-T Specialty requires tax documents to be completed within 24 to 48 hours of binding. Please be diligent in returning tax forms.



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HOME STATE FOR NON-ADMITTED RISKS

Taxes and governmental fees are estimates and subject to change based upon current rates of the Home State and risk information available at the date of binding. The Home State of the Insured for a non-admitted risk shall be determined in accordance with the Nonadmitted and Reinsurance Act of 2010, 15. U.S.C §8201, etc. ("NRRA"). Some states require the producing broker to submit a written verification of the insured's Home State for our records. The applicable law of the Home State governing cancellation or non-renewal of insurance shall apply to this Policy.

BINDING INSTRUCTIONS

We will only bind coverage in writing after we receive a written request from you to bind coverage. If coverage is requested, the following items must be submitted:

There are subjectivities that:

- must be complied with or resolved before the contract becomes binding
- apply both before or after inception, compliance with which is a condition of all or part of the coverage; and
- apply after the formation of the contract as conditions of continued coverage.

Please note that this is a quote only, and the Insurer reserves the right to amend or withdraw the quote if new, corrected or updated information creating a material difference from the previously provided underwriting material is received. You must notify us of any material change in the risk exposure occurring after submission of the application. If the Insurer binds the risk following your written request, the terms of the policy currently in use by the Insurer will supersede the quote.

Any amendments to coverage must be specifically requested in writing or by submitting a policy change request form and then approved by the Insurer. Coverage cannot be affected, amended, extended or altered through the issuance of certificates of insurance. Underlying Insurers must be rated A- VII or better by A.M. Best.

This quote summary, the quote, the fees quoted and our advice, is confidential. This quote summary and the quote constitutes the entire understanding and supersedes any and all agreements and communications respecting the insurance offered. If you need further information about the quote, our fee or the Insurer that is proposing to provide your insurance, please contact us.



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PREMIUM FINANCE (If not included in the quote document)

If the insured and the insurer agree to bind coverage and the premium will be financed, we will need the following information and, upon binding, please instruct the premium finance company to send documents to our attention. Premium Finance funds should always be paid to R-T Specialty, LLC:

| | |
|---|--|
| Name of Premium Finance Company: | |
| Premium Finance Account Number: | |

PRODUCER COMPENSATION:

In order to place the insurance requested we may charge a reasonable fee for additional services that may include performing a risk analysis, comparing policies, processing submissions, communication expenses, inspections, working with underwriters on the coverage proposal, issuing policies or servicing the policy after issuance. Third-party inspection or other fees may be separately itemized upon request. If the insured recommends an inspection company, we will endeavor to determine if it is approved by the Insurer. To the extent the insured paid us a fee for services, we represent the insured in performing those services. Our fees are fully earned and nonrefundable, except when required by applicable law. Our fees are applied to new policies, renewal policies, endorsements and certificates. Fees applicable to each renewal, endorsement and certificate will be explained in the quotes. In the event that the premium is adjustable upwards, our fees are adjustable as well and will be collected against any additional premium. The fee charged by us does not obligate the insured to purchase the proposed insurance or the Insurer to bind the proposed insurance. Our fee is not imposed by state law or the Insurer. This fee authorization shall remain operative until terminated by written notice. Depending upon the Insurer involved with your placement, we may also receive a commission from the Insurer.

We may also have an agreement with the Insurer that we are proposing for this placement that may pay us future additional compensation. This compensation is in addition to any fees and/or commissions that we have agreed to accept for placing this insurance. This compensation could be based on formulas that consider the volume of business placed with the Insurer, the profitability of that business, how much of the business is retained for the Insurer's account each year, and potentially other factors. The agreements frequently consider total eligible premium from all clients placed during a calendar year and any incentive or contingent compensation is often received at a future date, including potentially after the end of the following calendar year. Because of variables in these agreements, we often have no accurate way at the time of placement to determine the amount of any additional compensation that might be attributable to any Insured's placement. The broker with the direct relationship with the Insured must comply with all applicable laws and regulations related to disclosure of compensation, including disclosure of potential incentive or contingent compensation and the criteria for receiving such compensation, and informing the Insured that it may request more information about producer or broker compensation that might be paid in connection with the Insured's placement. RSG affiliates may also earn investment income on accounts temporarily held as fiduciary funds, and compensation as a broker, underwriting manager, reinsurance intermediary, premium finance company, claims adjuster, consultant or service provider. If you need additional information about the compensation arrangements for services provided by RSG affiliates, please contact your RSG representative.

R-T Specialty, LLC (RT), a subsidiary of Ryan Specialty Group, LLC, provides wholesale brokerage and other services to agents and brokers. RT is a Delaware limited liability company based in Illinois. As a wholesale broker, RT does not solicit insurance from the public. Some products may only be available in certain states, and some products may only be available from surplus lines Insurers. In California: R-T Specialty Insurance Services, LLC License #0G97516.

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This Face Page attaches to and becomes a part of the following policy:

Insured: Adam Barta MD

Policy #:

Effective Date: 9/11/2019

Date Policy/Endorsement Received:

Zip Code of Risk Location: 78626

THIS INSURANCE CONTRACT IS WITH AN INSURER NOT LICENSED TO TRANSACT INSURANCE IN THIS STATE AND IS ISSUED AND DELIVERED AS SURPLUS LINE COVERAGE UNDER THE TEXAS INSURANCE STATUTES. THE TEXAS DEPARTMENT OF INSURANCE DOES NOT AUDIT THE FINANCES OR REVIEW THE SOLVENCY OF THE SURPLUS LINES INSURER PROVIDING THIS COVERAGE, AND THE INSURER IS NOT A MEMBER OF THE PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION CREATED UNDER CHAPTER 462, INSURANCE CODE, CHAPTER 225, INSURANCE CODE, REQUIRES PAYMENT OF A 4.84 PERCENT TAX ON GROSS PREMIUM.

Rev.4/1/09

Name and Address of Insurer:

Landmark American Insurance Company

Name and Address of Surplus Lines Agent:

R-T Specialty, LLC

180 N. Stetson Avenue, Suite 4600

Chicago, IL 60601

| | |
|--------------------|------------------------|
| Premium: | \$25,000.00 |
| TRIA Premium: | NOT APPLICABLE |
| Fees: | Brokerage Fee \$300.00 |
| Surplus Lines Tax: | \$1,227.05 |
| Stamping Fee: | \$37.95 |
| Total: | \$26,565.00 |

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your (title) at (telephone number).

You may call Landmark American Insurance Company's toll-free telephone number for information or to make a complaint at:

1-XXX-XXX-XXXX

You may also write to Landmark American Insurance Company at:

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR

POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su (title) al (telephone number).

Usted puede llamar al numero de telefono gratis de Landmark American Insurance Company's para informacion o para someter una queja al:

1-XXX-XXX-XXXX

Usted tambien puede escribir a Landmark American Insurance Company

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el (agente) (la compania) (agente o la compania) primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



RSUI Group, Inc.
945 East Paces Ferry Road
Suite 1800
Atlanta, GA 30326-1160
(404) 231-2366

September 09, 2019

R-T Specialty, LLC
12404 Park Central Drive
Suite 380
Dallas, TX 75251

ATTENTION: JAMES DILORETO

RE: Professional Liability Quote (Physicians, Surgeons, and Dentists)

| | |
|-------------------------------|---|
| Submission Number: | 449094 |
| Renewal of: | LHM772105 |
| Company: | Landmark American Insurance Company (A.M. Best rating: A+ XIV and S&P rating: A+) |
| Insured: | ADAM BARTA, M.D. GEORGETOWN, TX |
| Professional Services: | Family Medicine Services at Williamson County Jails |
| Policy Dates: | October 01, 2019 - October 01, 2020 |
| Form: | RSG 51027 0616 Physicians, Surgeons, Dentists and Podiatrists Professional Liability Coverage Form |
| Retroactive Date: | December 28, 2010 |
| Each Claim Limit: | \$250,000 |
| Aggregate Limit: | \$500,000 |

Deductible

Per Claim: \$10,000 Applies to Indemnity and Expense

Policy Attachments

- RSG 54169 0917 Civil Rights Violations Endorsement
- RSG 54025 0405 Minimum Retained Premium
- RSG 56058 0903 Nuclear Energy Liability Exclusion
- RSG 56191 0719 Opioid and Controlled Substance Exclusion
- RSG 99022 0415 State Fraud Statement
- RSG 92008 0604 Texas - Service Of Suit (Landmark)
- RSG 99014 0816 Texas Important Notice
- RSG 99031 0409 Texas Surplus Lines Disclosure Notice
- RSG 56121 0319 Violation of Consumer Protection Laws Exclusion

Terms and Conditions

Claim Expenses are within the Limits of Liability
Extended Reporting Period Options: 12, 24, or 36 months for an additional premium not to exceed 100%, 150%, or 175% of the annual / policy premium

Additional Information Required

PREMIUM INCREASE DUE TO MANDATORY RATE INCREASES ON ALL DOCTORS POLICIES

| Name | Retroactive Date | Premium |
|---------------|-------------------------|----------------|
| ADAM BARTA MD | December 28, 2010 | \$25,000.00 |

Premium Amount

| | |
|--------------------------------|--------------------|
| Gross Premium: | \$25,000.00 |
| Minimum Earned Premium: | \$6,250.00 |

Comments:

25% MINIMUM EARNED PREMIUM UPON BINDING.

THE PREMIUM AMOUNT DOES NOT INCLUDE SURPLUS LINES TAX.
YOUR OFFICE IS RESPONSIBLE FOR THE COLLECTION AND FILINGS.

Based on the insured mailing address we have tentatively identified the Home State as TX. If there are no exposures in TX we will identify the state with the largest exposure as the Home State.

Please read all terms and conditions shown above carefully as they may not conform to specifications shown on your submission.

This Quote is valid for 30 days or current policy expiration date.

We greatly appreciate your business.

Tony Demaria

***This Form Provides Claims-Made Coverage.
Please Read The Entire Form Completely.***

PHYSICIANS, SURGEONS, DENTISTS AND PODIATRISTS PROFESSIONAL LIABILITY COVERAGE FORM CLAIMS MADE AND REPORTED BASIS

Throughout this document, the word "Insured" means any person or entity qualified as such under **Part I. E., Covered Persons and Entities**. The word "Company" refers to the Company providing the insurance shown on the Declarations.

Other words and phrases that appear in **bold** have special meaning. Refer to **Part III, Definitions**.

Part I. Insuring Agreements

A. Covered Services

The Company will pay on behalf of the Named Insured, as shown in the Declarations, all sums that the Insured becomes legally obligated to pay as **Damages**, and associated **Claim Expenses**, arising out of a **Medical Incident** or **Personal Injury** in the rendering of or failure to render professional services as a physician, surgeon, or dentist, provided that:

1. A **Claim** seeking such **Damages** is first made against the Insured during the **Policy Period**, and reported to the Company no later than 60 days after the end of the **Policy Period**;
2. The **Medical Incident** or **Personal Injury** occurred in a covered territory;
3. The **Medical Incident** or **Personal Injury** occurred after the **Retroactive Date** as shown in the Declarations.

B. Defense And Settlement

The Company will have the right and duty to defend any **Claim** against an Insured seeking **Damages** to which this policy applies, even if any of the allegations of the **Claim** are groundless, false or fraudulent. The Company's right and duty to defend any **Claim** shall end when the Company's Limit of Liability has been exhausted by payment of **Damages** and/or **Claim Expenses**, or has been tendered to the Insured, or to a court of competent jurisdiction.

The Company shall not settle any **Claim** without the Named Insured's written consent. The Insured shall not admit any liability for or settle any **Claim** or incur any **Claim Expense** without the prior written consent of the Company.

C. Policy Limits

Regardless of the number of persons or entities insured or included in **Part I. E. Covered Persons and Entities**, or the number of claimants or **Claims** made against any Insured:

1. Each Claim Limit

The Company's maximum liability for **Damages** and **Claim Expenses** resulting from each **Claim** first made against the Insured during the **Policy Period** and the Extended Reporting Period, if purchased, shall not exceed the amount shown in the Declarations as Each **Claim Limit**;

2. Aggregate Limit

The maximum liability of the Company for all **Damages** and **Claim Expenses** as a result of all **Claims** first made against the Insured during the **Policy Period** and the Extended Reporting Period, if purchased, shall not exceed the amount shown in the Declarations as Aggregate.

The Company shall not be obligated to pay for any Damages or to defend any **Claim** after the applicable Limit of Liability has been exhausted by the Insureds' actual payment of covered damages, **Claim Expenses** or any combination thereof. **Claim Expenses** are a part of and not in addition to the applicable Limits of Liability. Payment of **Claim Expenses** by the Company reduces the applicable Limits of Liability.

The inclusion of more than one Insured, or the making of **Claims** by more than one person or organization, does not increase the Company's Limit of Liability. In the event two or more **Claims** arise out of a single **Medical Incident** or **Personal Injury**, or a series of related **Medical Incidents** or **Personal Injuries** by one or more Insureds, all such **Claims** shall be treated as a single **Claim** for the purposes of this policy. All **Claims** shall be deemed first made when the earliest of such **Claims** is first made, regardless of whether such date is before or during the **Policy Period** and all such **Claims** shall be subject to the same Each Claim Limit of Liability during that **Policy Period**.

D. Deductible Provisions

The deductible amount as shown in the Declarations shall be paid by the Insured and applies to each **Claim**, including **Damages** or **Claim Expenses**. If in its sole discretion, the Company initially pays the deductible amount on behalf of any Insured, upon written request of the Company, the Named Insured shall reimburse the amount paid within thirty (30) days of the Company's demand.

E. Covered Persons and Entities

1. Named Insured as shown in the Declarations, and if the Named Insured is an individual, his or her spouse, or domestic partner, but only with respect to the professional services rendered by or on behalf of the Named Insured;
2. The Insured's **Professional Organization**, if named in the Declarations page, but only for **Claims** resulting from the providing or failing to provide professional medical or dental services by any person for whom the **Professional Organization** is legally responsible, except other physicians, surgeons, dentists, podiatrists, nurse practitioners and physician assistants.
3. Heirs, executors, administrators, assigns and legal representatives of the Insured in the event of an Insured's death, incapacity or bankruptcy, but only with respect to any **Medical Incident** or **Personal Injury** committed prior to such Insured's death, incapacity or bankruptcy.
4. Any temporary substitute physician, surgeon, dentist or podiatrist designated by the Named Insured, but only to continue the practice on the behalf of the Named Insured provided such physician, surgeon, dentist or podiatrist has been approved by the Company.

F. Covered Territory

This policy applies to otherwise covered **Claims** seeking **Damages** arising out of **Medical Incidents** or **Personal Injury** anywhere in the world, provided that such **Claims** are first made and continued within the United States of America, its territories or possessions, Puerto Rico or Canada. This Policy does not apply to **Claims** whenever, and insofar as, they are pursued elsewhere.

G. Extended Reporting Period

If the policy is not renewed for any reason, or is cancelled for any reason other than for nonpayment of premium or deductible (whether cancelled by the Company or by the Named Insured), the Named Insured as shown on the Declarations, has the right to purchase, within sixty (60) days of policy termination, an extension of the coverage granted by this policy. This reporting period extension shall remain in force for a period of either twelve (12), twenty-four (24), or thirty-six (36) months after the policy terminates, but only for **Claims** resulting from a **Medical Incident** or **Personal Injury** committed before the effective date of the cancellation or nonrenewal, and otherwise covered by this policy. Increased premiums or deductibles or modifications of coverage terms or conditions upon renewal do not constitute cancellation or nonrenewal.

The premium for this Extended Reporting Period will not exceed one hundred fifty percent (150%) for twelve months, two hundred percent (200%) for twenty-four months, or two hundred fifty percent (250%) for thirty-six months of the full annual premium set forth in the Declarations and any attached endorsements, and must be elected and paid within sixty (60) days after the effective date of the policy's

termination. Such additional premium is deemed fully earned immediately upon the inception of the Extended Reporting Period.

The Extended Reporting Period is added by endorsement and, once endorsed, cannot be cancelled. The Extended Reporting Period does not reinstate or increase the Limits of Liability. The Company's Limits of Liability during the Extended Reporting Period are part of, and not in addition to, the Company's Limits of Liability stated in the Declarations.

H. Supplementary Coverages

It is agreed that any and all payments made for the following is included within, and shall not be in addition to, the Policy Limits as described in this Policy.

1. The Company will pay **Claim Expenses** incurred in the defense of any disciplinary proceeding or investigation against an Insured by any licensing board, disciplinary board, peer review committee, or similar entity alleging professional misconduct or violation of the rules of professional conduct, provided that the alleged misconduct or violation first occurred after the **Retroactive Date** and arises out of the Insured's performance of the Named Insured's professional services as described in the Declarations. This provision applies only to disciplinary proceedings first brought against an Insured during the **Policy Period** and reported to the Company no later than sixty (60) days after the end of **Policy Period**. The Company's obligation to defend an Insured under the provision is subject to a sub-Limit of Liability of \$25,000 and applies only to **Claims Expenses** incurred with the consent of the Company. **Damages** are not covered by this provision.

This sub-Limit of Liability is the maximum amount payable under this provision for the **Policy Period**, regardless of the number of disciplinary proceedings first commenced during the **Policy Period** or the number of Insureds subject to disciplinary proceedings. There will be no deductible for payments made under this provision, and any such payments are a part of, and not in addition to, the Company's Limits of Liability as described in the Declarations.

2. The Company will pay reasonable expenses incurred by the Insured at the Company's request to assist in the investigation of the **Claim** or defense of the suit, including actual loss of earnings up to \$500 a day for each Insured because of time off from work, subject to an aggregate amount of \$5,000 for each individual Insured for each **Claim**, not to exceed an aggregate amount of \$10,000 per **Policy Period**. There will be no deductible for payments made under this provision, and any such payments are a part of, and not in addition to, the Company's Limits of Liability as described in the Declarations.

Part II. Exclusions

This policy does not apply to any **Claim** or **Claim Expenses** based upon, attributable to, or arising out of:

- A. Obligations of any Insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.
- B. **Bodily Injury** to any of the following:
 1. Officers, directors, partners, employees or volunteer workers of the Insured arising out of and in the course of employment by the insured;
 2. The spouse, child, parent, or sibling of **B. (1.)** above.
- C.
 1. Refusal to employ;
 2. Termination of employment;
 3. Coercion, demotion, performance evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, retaliation or other actual or alleged employment related practices, procedures, policies, acts or omissions;
 4. Consequential **Bodily Injury** or **Personal Injury** as a result of **C. 1.** through **3.** above.

This exclusion applies whether the Insured may be held liable as an employer or in any other capacity and to any obligation to share **Damages** with or to repay someone else who must pay **Damages** because of the injury.

It is further agreed that no coverage shall apply under this policy to any **Claim** brought by or against any

spouse, child, parent, brother or sister of the Insured or any other person. The Company shall not have a duty to defend any **Claim**, suit, arbitration or any other form of a trial court proceeding.

- D. Dishonest, fraudulent, criminal or intentional acts, errors or omissions committed by or at the direction of any Insured.
- E. Any act committed in violation of any law, statute, ordinance or regulation.
- F. A **Claim** by any Insured under this policy against any other Insured under this policy.
- G. Obligation or liability assumed by any Insured under any contract or any oral or written agreement, unless liability would have attached in the absence of such a contract or agreement.
- H. Injury for which any Insured may be held liable as proprietor, administrator, officer, stockholder or member of directors, trustees or governors of any hospital, sanitarium, clinic with bed and board facilities, nursing home, assisted living facility, laboratory or other enterprises not named in the Declarations.
- I. Arising out of or involving the use of excessive influence or power on any individual, or the actual or alleged inappropriate physical contact or contact that is deemed by or alleged by the individual to be sexual or in any way unwelcomed. However, the Company does agree to defend any such **Claim**, subject to the applicable limits of liability, until a final judgment has been determined; however, if judgment is rendered against the Named Insured, the Named Insured, upon written demand by the Company, agrees to reimburse the Company for all **Claims Expenses** incurred in the defense of such **Claim**, within ten (10) days.
- J. Performance of, or failure to perform any service by any Insured while under the influence of intoxicants or drugs.
- K. Obstetrical procedures, including but not limited to any emergency obstetrical procedures.
- L. Any **Claim** or litigation against any Insured occurring prior to, or pending as of the inception date of this policy including but not limited to **Claims**, demands, causes of actions, legal or quasi-legal proceedings, decrees, or judgments.

Any subsequent litigation or **Claims** arising from, or based on substantially the same matters as alleged in the pleadings of such prior or pending litigation.
- M. An act, error, omission, or circumstance likely to give rise to a **Claim** that any Insured had knowledge of prior to the effective date of this policy. This exclusion includes, but is not limited to any prior **Claim** or possible **Claim** referenced in the Insured's application.
- N. Gathering, use or dissemination of "Personal Information" in any form, including but not limited to any violation of The Health Insurance Portability and Accountability Act of 1996 (HIPAA). "Personal Information" includes any numerical, letter, symbol, image, sound, genetic or biological characteristic, or any combination thereof, unique to an individual or group of individuals and/or assigned to an individual or group of individuals by any person, governmental or non-governmental entity.
- O. Experimental or investigational procedures, device(s) or practice protocols.
- P. Use, Administration, or prescription of any drug, pharmaceutical or medical device which has not received final approval by the United States Food and Drug Administration for the treatment of human beings.
- Q. General liability or liability for goods or products manufactured, sold, handled or distributed by the Named Insured or by others trading under the Named Insured's name.
- R. Statutory or common law, unfair competition, infringement or violation of any patent or intellectual property rights or laws, including but not limited to copyright, patent, trade dress, trade name, trade secrets, trade mark, service mark, title, slogan, or the misappropriation of any of the foregoing.
- S.
 - 1. The actual, alleged or threatened presence, discharge, dispersal, seepage, migration, release or escape of **Pollutants** or asbestos;
 - 2. The failure to discover or disclose the existence or amount of **Pollutants** or asbestos;
 - 3. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with **S. 1.** or **2.** Above;

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4. Any request, demand or order that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or, in any way respond to or assess the effects of **Pollutants** or asbestos;
 5. Any **Claim** or suit by or on behalf of a governmental authority for **Damages** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or, in any way, responding to, or assessing the effect of **Pollutants** or asbestos.
- T. Ownership, maintenance, use (including operation, loading and unloading), or entrustment to others of any aircraft, automobile, motor vehicle, mobile vehicles or watercraft owned or operated by or rented or loaned to any insured. This exclusion includes the movement of patients in and out of any motor vehicle, aircraft, automobile, motor vehicle or watercraft.
- U. Claims based on, arising from or attributable to actual or alleged discrimination of any kind, including but not limited to discrimination against or refusal to treat persons based on their age, race, color, national origin, creed, religion, sex, sexual orientation, marital status, occupation, professional or personal affiliations or associations, physical or other disability, HIV or AIDS status or ability to pay; even if such discrimination is related to professional services.
- V. Any **Claim** based or arising out of professional services which occur while an Insured's professional license to practice is inactive, under suspension, revoked, surrendered, or has otherwise been terminated.

Part III. Definitions

- A. **Bodily Injury** means physical or mental harm, sickness or disease sustained by a person including death resulting from any of these at any time.
- B. **Claim** means a written demand for monetary or non-monetary relief received by the Insured during the **Policy Period**, including the service of suit, or the institution of an arbitration proceeding. Additionally, **Claims** that arise from an incident, occurrence or offense first reported by the Insured during the **Policy Period** and accepted by the Company in accordance with **Part IV. A. Notice of Claim** will be considered a **Claim** first made during the **Policy Period**.
- C. **Claim Expense** means expenses incurred by the Company or the Insured with the Company's consent in the investigation, adjustment, negotiation, arbitration, mediation and defense of covered **Claims**, whether paid by the Company or the Insured with the Company's consent, and includes:
1. Attorney fees;
 2. Costs taxed against the Insured in any **Claim** defended by the Company;
 3. Interest on the full amount of any judgment that accrues after entry of the judgment and before the Company has paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit of Liability.
 4. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the available applicable policy limit and only if said **Claims** are covered by the policy.
 5. Reasonable expenses incurred by the Insured at the Company request other than:
 - a. Loss of earnings;
 - b. Salaries or other compensation paid to the Insured or any **Employee** of the Insured.
 6. Prejudgment interest award against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- D. **Damages** means monetary judgment, award or settlement, except those for which insurance is prohibited by law. **Damages** does not include punitive or exemplary **Damages**, fines or **Damages** that are multiples of any covered **Damages**, penalties, or disputed fees, deposits, commissions or charges for goods or services.
- E. **Medical Incident** is any act or omission arising out of the providing or failure to provide professional medical or dental services by the Insured and any person whose acts or omissions the Insured is legally responsible for, except other physicians, surgeons, dentists, podiatrists, physician assistants and nurse

practitioners.

- F. Personal Injury** means injury, other than "Bodily Injury", arising out of one or more of the following offenses to the Insured's patients:
1. False arrest, detention or imprisonment of any patient;
 2. Libel, slander or defamation of character of any patient;
 3. Mental anguish, mental shock or humiliation of any patient
- G. Policy Period** means the period of time stated in the Declarations or any shorter period resulting from policy cancellation or amendment to the policy.
- H. Pollutants** means any solid, liquid, gaseous or thermal irritant, contaminant or toxin, whether live or inanimate, including but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals, metals, silica, lead, lead compounds or materials containing lead, asbestos, asbestos compounds or materials containing asbestos, radon, waste or any like substances. In addition to **Pollutants** to be disposed of, **Pollutants** also includes materials to be recycled, reconditioned, or reclaimed.
- I. Professional Organization** means the Insured's proprietorship, partnership, professional association, or corporation.
- J. Retroactive Date** means the date stated in the Declarations on or after which any alleged or actual negligent act, error or omission must have first taken place in order to be considered for coverage under this policy.

Part IV. General Conditions (THE FOLLOWING CONDITIONS ARE A PRECEDENT TO COVERAGE UNDER THE POLICY)

A. Notice of Claim

1. If during the policy period, any Insured first becomes aware of a **Medical Incident** or **Personal Injury** reasonably expected to give rise to a **Claim** to which this policy applies, the Insured shall, during the policy period, give written notice to the Company of:
 - a. the specific **Medical Incident** or **Personal Injury**, including potential claimants and dates of acts or omissions; and
 - b. the injury or damage which has or may result from such **Medical Incident** or **Personal Injury**; and
 - c. the circumstances by which the insured first became aware of such **Medical Incident** or **Personal Injury**.

Where the Insured has provided adequate notice of **Medical Incident** or **Personal Injury** as indicated above, then any **Claim** subsequently made against the Insured arising out of such **Medical Incident** or **Personal Injury** shall be deemed for the purposes of this insurance to have been first made in the policy period during which notice of the Medical Incident or Personal Injury was first provided by the Insured.

The insured shall cooperate fully with the Company as provided in **Part IV. A. Notice of Claim** and **C. Cooperation**, and any investigation conducted by the Company or its representatives shall be subject to the terms set forth in this policy.

2. The Insured must immediately but in no event later than 60 days after the policy period, send copies to the Company of any demands, notices, summonses or legal papers received in connection with any **Claim**. If any Insured fails to comply with conditions governing notice of Claim in the Insuring Agreement and/or this Part IV under the policy, the Company's obligations to such Insured under the policy shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.
3. The Insured must authorize the Company to obtain records and other information.
4. The Insured must tell the Company the details of what happened and provide the names and addresses of any injured person and any witnesses.
5. The Insured must refrain from meeting with any attorney or giving statements or depositions with

respect to patient care without first advising the Company.

Please send all claim information to:

Attention: Claims Dept.
RSUI Group, Inc.
945 East Paces Ferry Road, Suite 1800
Atlanta, Georgia 30326-1160
Or Via Email:
reportclaims@rsui.com

B. Prohibition of Voluntary Payments and Settlements

Except at the Insured's own cost, the Insured will not make payment, admit liability, settle Claims, assume any obligation, agree to arbitration or any other means of resolution of any dispute, waive any rights or incur Claim Expenses without prior written Company approval.

C. Cooperation

The Insured shall cooperate with the Company in the investigation of and handling of any Claim, and upon the Company's request, submit to examination and interrogation by the Company representative, under oath if required, and will attend hearings and trials and assist in affecting settlements, securing and giving evidence, and obtaining the attendance of witnesses. The Insured will take no action or knowingly fail to take action that could prejudice its or the Company's substantive position in connection with any Claim.

D. Protected Health Information

The Insured consents to the Company reporting any claim settlement or judgment, including factual details, to the National Practitioners Data Bank or any other professional or state agency pursuant to law and regulation.

E. Notice of Cancellation and Non Renewal

The Named Insured may cancel this policy by mailing or delivering to the Company advance written notice of cancellation.

For other than nonpayment of premium or deductible, the Company will give the Named Insured thirty (30) days written notice prior to cancellation or nonrenewal of this policy by mailing or delivering the notice to the Named Insured's, as shown in the Declarations, last known mailing address. If the Company cancels the policy due to the Named Insured's failure to pay a premium or deductible when due, this policy may be canceled by the Company giving not less than ten (10) days written notice of cancellation.

The cancellation notice will state the effective date of the cancellation and the policy will terminate on that date. If cancelled by the Company, the refund will be the lesser of the pro-rata of the earned premium or Minimum Premium. If canceled by the Insured, the earned premium shall be computed short rate. However, in no event shall we retain less than 25% of the Advance Premium shown in the Declarations.

The Company will send the Named Insured as shown in the Declarations any premium refund due.

F. Premium and Audit

Premium for this policy is computed in accordance with the Company's rules, rates, rating plans and minimum premium.

Premium designated in this policy as Advance Premium is a Deposit Premium which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of policy period), designated in the Declarations as the audit period, the earned premium shall be computed for such period and, upon notice thereof to the first Named Insured, shall become due and payable.

Should it become necessary to institute collection activities, including litigation, in order to collect the additional earned premium, then the Insured shall be responsible for 100% of the expenses, fees and cost incurred by the Company in that regard plus any collectible interest. If the total computed earned premium for the policy period is less than the premium previously paid, then we shall receive and retain no less than the minimum premium(s) as shown in the Declarations page of this policy.

The Insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to us at the end of the policy period and at such times during the policy period as we may direct.

G. Inspections and Surveys

The Company has the right to inspect and survey the Insured's property and business operations. The Company is not obligated to make inspections or surveys and the Company will not warrant that conditions are safe or healthful, or comply with laws, regulations, codes or standards.

H. Authorization

The first Named Insured listed in the Declarations agrees to act as the Named Insured with respect to the giving and receiving of all notices, exercising of Extended Reporting Period option, cancellation of the policy, payment of premiums and deductibles and receiving of any return premiums that may become due.

I. Change

This policy contains all of the agreements concerning the insurance provided. The first Named Insured shown in the Declarations is authorized to request changes in the terms of this policy and must notify us of any change in circumstances that might affect the terms of this insurance; this includes but is not limited to a change in members, partners, officers, directors, stockholders, medical professional employee or medical specialty. The policy terms can be amended or waived only by endorsement issued by the Company, and made a part of this policy.

J. Subrogation

In the event of any **Claim** under this policy, the Company will be subrogated to all the Insured's rights of recovery against any person or organization, and the Insured will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured will do nothing after the loss to prejudice such rights.

K. Other Insurance

This policy will be excess over, and will not contribute with, any other existing insurance, unless such other insurance is specifically written to be excess of this policy.

If it is determined that both this insurance and other insurance or self insurance apply to any **Claim** on the same basis, whether primary, excess or contingent, the Company will not be liable under this policy for a greater proportion of the **Damages** or **Claim Expenses** than the applicable Limit of Liability under the policy for such **Damages** bears to the total applicable Limit of Liability of all other insurance or self insurance, whether or not collectible against such **Claims**.

L. Actions Against the Insurer

No action will be taken against the Company unless, as a condition precedent, the Insured is in full compliance with all of the terms of this policy, and until the amount of the Insured's obligations to pay shall have been finally determined, either by judgment against the Insured after actual trial, or by written agreement of the Insured, the claimant and the Company.

No person or organization has a right to join the Company as a co-defendant in any action against the Insured or bring the Company into a suit seeking **Damages** from the Insured.

M. Non-Transferability

The Insured rights and duties under this policy may not be transferred without the written consent of the Company.

N. Coverage in Bankruptcy

Bankruptcy or insolvency of the Insured or of the Insured's estate does not relieve the Company of its obligations under this policy.

O. False or Fraudulent Claims

If an Insured makes any **Claim** that is false or fraudulent, this insurance shall become void and entitlement to coverage for all **Claims** hereunder shall be forfeited.

P. Application

The Insured agrees that the statements in the application are personal representations, that they shall be deemed material and that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between the Insured and the Company, or any of its agents, relating to this insurance. The signed application, and any attachments thereto, submitted in connection with this Policy are incorporated herein and constitute a part of this Policy.

This Endorsement Changes The Policy. Please Read It Carefully.

CIVIL RIGHTS VIOLATIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

The Company will pay on behalf of the Insured, as shown on the Declarations, all sums that the Insured becomes legally obligated to pay as **Damages** and **Claims Expenses** arising out of a negligent act, error, or omission in the performance of the **Named Insured's Professional Services** as shown on the policy's Declarations that results in an alleged violation of Section 1983 of the Civil Rights Act of 1871 (42 U.S. C. 1983 et seq.).

Coverage afforded under this endorsement is subject to the Limit of Liability as shown in the Policy's Declarations.

All other terms and conditions of this policy remain unchanged.

This endorsement effective
Forms part of Policy Number
Issued to
by

Endorsement No.:

This Endorsement Changes The Policy. Please Read It Carefully.

MINIMUM RETAINED PREMIUM

This endorsement modifies insurance provided under the following:

In the event of cancellation of this policy by the Insured, return premium shall be computed at .90 of the pro rata unearned policy premium, subject however to a retention by the company of not less than \$.

Nothing in this endorsement is deemed to affect the Company's cancellation rights which remain as indicated in the coverage form.

It is further agreed that return premium may be allowed on a pro rata basis if cancelled for non payment of premium or deductible, subject however to retention by the company of the minimum retained premium as shown above.

All other terms and conditions of this policy remain unchanged.

This endorsement effective
Forms part of Policy Number
Issued to
by

Endorsement No.:

This Endorsement Changes The Policy. Please Read It Carefully.

NUCLEAR ENERGY LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

This policy does not apply;

- a. Under any Liability Coverage**, to bodily injury or property damage;
 - (1) with respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, or Nuclear Insurance Associates of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization;
- b. Under any Medical Payments Coverage** or any Supplemental Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization;
- c. Under any Liability Coverage** to bodily injury or property damage resulting from the hazardous properties of nuclear material, if:
 - (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured, or (b) has been discharged or dispersed therefrom;
 - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (3) the bodily injury or property damage arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility but if such facility is located within the United States of America, its territories or possessions, or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat;
- d. As used in this Endorsement:**
 - (1) "Hazardous properties" include radioactive, toxic, or explosive properties;
 - (2) "Nuclear material" means source material, special nuclear material or byproduct material;
 - (3) "Source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
 - (4) "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor,

This endorsement effective
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by

Endorsement No.:

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- (5) "Waste" means any waste material (a) containing byproduct material and (b) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (6), (a) or (b) thereof;
- (6) "Nuclear facility" means:
- (a) any nuclear reactor;
 - (b) any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing spent fuel, or (iii) handling, processing, or packaging waste;
 - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste; and includes the site on which any of the foregoing is located, all operations conducted on such site, and all premises used for such operations;
- (7) "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
- (8) "Property damage" includes all forms of radioactive contamination of property.

All other terms and conditions of this policy remain unchanged.

This Endorsement Changes The Policy. Please Read It Carefully.

OPIOID AND CONTROLLED SUBSTANCE EXCLUSION

This endorsement modifies insurance provided under the following:

All Coverages without Limitation

In consideration of the premium charged, it is agreed that this Policy will not be triggered or apply and will provide no coverage for indemnity, defense, supplemental or any other exposure where **Claims**, suits, occurrences or demands of any sort, without limitation, against any Insured are:

1. Based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving:
 - a. Any actual or alleged abuse, misuse, illicit use, overuse, addiction, dependency, unlawful distribution, or diversion of any **Controlled Substance**;
 - b. Any supervision, instruction, training, education, recommendation, or guideline given, or which should have been given, in connection with any **Controlled Substance**; or
 - c. Inadequate or inaccurate evaluation, control or reporting of, or the failure to evaluate, control or report, the conduct or suspected conduct described in paragraph 1.a. above.
2. Brought by or on behalf of any state, municipality or other governmental entity or agency seeking damages, fines, penalties or any other type of relief, whether monetary or not, arising from or in any way related to any Insured manufacturing, selling, distributing, or dispensing **Controlled Substances**.

For the purposes of this exclusion, **Controlled Substances** shall mean:

- a. any opioid or narcotic drug, narcotic medication, or narcotic substance of any type, nature or kind, including, but not limited to, buprenorphine, codeine, fentanyl, hydrocodone, morphine, oxymorphone, tapentadol, oxycontin, hydromorphone, medperidine, methadone, oxycodone, or naloxone;
- b. any substance that is a controlled substance defined by or included in the Schedules of the Controlled Substance Act of the United States of America (21 U.S.C. § 801 et seq.) or any other judicial, statutory, regulatory or other legal measure of any nation, province, state, municipality or other governmental division or subdivision; or
- c. any substance that is in the future labelled or determined to be any of the substances described in a. or b. of this definition.

This exclusion applies even if the **Claims** or suits against any Insured allege negligence, including but not limited to negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by any Insured.

This exclusion also applies to any **Claim** or suit by or on behalf of any individual or entity seeking certification at any time as a class action, whether or not such action is actually certified, arising from or in any way related to any Insured manufacturing, selling, distributing, or dispensing **Controlled Substances**.

However, this exclusion shall not apply to any **Claim** by or on behalf of a patient, arising out of an actual or alleged negligent act, error or omission by the Insured in the prescribing, administering, or dispensing of a **Controlled Substance** for its intended use.

All other terms and conditions of this policy remain unchanged.

This endorsement effective
Forms part of Policy Number
Issued to
by

Endorsement No.:

State Fraud Statements
Fraud Statements – Signature Required for New York Only

ARKANSAS, LOUISIANA, RHODE ISLAND, TEXAS AND WEST VIRGINIA FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

ALASKA FRAUD STATEMENT

A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

ALABAMA FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

ARIZONA FRAUD STATEMENT

For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

CALIFORNIA FRAUD STATEMENT

For your protection, California law requires that you be made aware of the following: Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

COLORADO FRAUD STATEMENT

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

DELAWARE FRAUD STATEMENT

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

DISTRICT OF COLUMBIA FRAUD STATEMENT

WARNING: It is a crime to provide false, or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

FLORIDA FRAUD STATEMENT

Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

HAWAII FRAUD STATEMENT

For your protection, Hawaii law requires you to be informed that any person who presents a fraudulent claim for payment of a loss or benefit is guilty of a crime punishable by fines or imprisonment, or both.

IDAHO FRAUD STATEMENT

Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

INDIANA FRAUD STATEMENT

Any person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

KANSAS FRAUD STATEMENT

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

KENTUCKY FRAUD STATEMENT

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

MAINE FRAUD STATEMENT

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

MARYLAND FRAUD STATEMENT

Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

MINNESOTA FRAUD STATEMENT

Any person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

NEW HAMPSHIRE FRAUD STATEMENT

Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

NEW JERSEY FRAUD STATEMENT

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NEW MEXICO FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

OHIO FRAUD STATEMENT

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

OKLAHOMA FRAUD STATEMENT

WARNING: Any person who knowingly and with intent to injure, defraud, or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

OREGON FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents materially false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

PENNSYLVANIA FRAUD STATEMENT

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

PUERTO RICO FRAUD STATEMENT

Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

TENNESSEE, VIRGINIA, AND WASHINGTON FRAUD STATEMENT

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

SIGNATURE REQUIRED

NEW YORK FRAUD STATEMENT

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Insured/Applicant/Claimant

By (Authorized Representative)

Title

Date

This Endorsement Changes The Policy. Please Read It Carefully.

SERVICE OF SUIT (TEXAS)

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

It is agreed that, as an eligible surplus lines insurance company in the State of Texas, Landmark American Insurance Company (LAIC) accepts the irrevocable appointment of the Secretary of State as binding on LAIC and its successors in interest, to be the lawful attorney for the service of LAIC. The Secretary of State may be served with any process, notice, or demand arising out of doing insurance business in Texas by LAIC, except in an action, suit, or proceeding by the State Board of Insured or by the State of Texas. LAIC further agrees that legal process served in the above manner shall have the same legal force and validity as personal service of process in Texas on LAIC or its successor in interest.

In the event service is tendered to the Secretary of State, service of process in such suit may be made by the Commissioner upon the Senior Claims Officer of RSUI Group, Inc., 945 East Paces Ferry Rd., Atlanta, GA 30326-1160 or his designee.



Phillip S. McCrorie, President

Landmark American Insurance Company

Policy No.:

Effective:

IMPORTANT NOTICE

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call RSUI Group, Inc. collect for information or to make a complaint at:

(404) 231-2366

You may also write to RSUI Group, Inc. at:

945 East Paces Ferry Road
Suite 1800
Atlanta, GA 30326

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de RSUI Group, Inc. para informacion o para someter una queja al

(404) 231-2366

Usted tambien puede escribir a RSUI Group, Inc.:

945 East Paces Ferry Road
Suite 1800
Atlanta, GA 30326

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

IMPORTANT NOTICE

TEXAS SURPLUS LINES DISCLOSURE NOTICE

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85 percent tax on gross premium.

This Endorsement Changes The Policy. Please Read It Carefully.

VIOLATION OF CONSUMER PROTECTION LAWS EXCLUSION

This endorsement modifies insurance provided under the following:

This insurance does not apply to any **Claim** based upon or arising directly, or indirectly, out of any actual or alleged violation of consumer protection laws including, but not limited to, the following:

1. The False Claims Act (FCA), including any amendment of or addition to such law;
2. The Dodd-Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank), including any amendment of or addition to such law;
3. The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA);
4. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
5. The Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (CAN-SPAM Act), including any amendment of or addition to such law;
6. Any federal, state or local statute, ordinance or regulation that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information;
7. Any other law, ordinance, regulation or statute relating to any communication, distribution, publication, sending or transmission via telephone, telephone facsimile machine, computer or other telephonic or electronic devices, including claims asserted under the common law;
8. **Claims** brought by any state or federal government agency, or any person or entity on their behalf, including qui tam **claims**, seeking to enforce any consumer protection law; or
9. Actual or alleged violation of any laws, regulations or guidelines relating to the accessibility of the Insured's website.

All other terms and conditions of this policy remain unchanged.

This endorsement effective
Forms part of Policy Number
Issued to
by

Endorsement No.:

Common Insurance Coverage Recommendations

PROPERTY COVERAGES

- Accounts Receivable/Valuable Papers
- Boiler & Machinery Coverage including HVAC system, etc.
- Building – All Risk including Theft
- Contents – All Risk including Theft
- Electronic Equipment Coverage for Computers (hardware and software), phone systems, copying machines, etc.
- Employee Dishonesty Coverage
- Floaters (Equipment, Builders' Risk, Installation, Fine Arts, etc.), Leased or Rented Equipment
- Flood and/or Earthquake
- Increase Cost of Demolition, Ordinances of Law, and Increased Cost of Construction
- Loss of Earnings/Extra Expense, Loss of Rents
- Loss of Money – i.e. Theft and Robbery
- Outdoor Signs/Plate Glass
- Terrorism Coverage
- Transit Coverages (limitations on TCPP & TBOP \$1,000 – \$2,500)

LIABILITY COVERAGES

- Commercial General Liability including Premises/Operations and Products/Completed Operations
- Directors & Officers Liability
- Employee Benefit Liability
- Employment Practices Liability – Wrongful Termination, Sexual Harassment, A.D.A. Law, Third-Party Liability, etc.,
- Fiduciary Liability
- Internet & Privacy Liability
- Liquor Law Liability
- Pollution Liability coverage via environment remediation – primary and third party
- Product Recall Liability
- Professional Liability and/or Errors & Omissions Liability
- Stop Gap Workers' Compensation Coverage for Monopolistic States
- Terrorism Coverage

CYBER LIABILITY / IDENTITY THEFT¹

Consider this: 2013 in Numbers

- The number of data breaches increased by 62% over 2012
- A total of more than 552 million identities were exposed.
- Average identities exposed per breach was 2,181,891.
- The average cost of a data breach has been reported to be as much as \$188 per record breached.
- As of 7/1/2014, 47 states will have laws related to security breach notification, with some states incorporating fines and penalties up to \$750,000 per security breach.

AUTOMOBILE COVERAGE

- Business Automobile
- Drive Other Car Coverage
- Hired and Non-owned Automobile Liability
- Hired or Borrowed Car Physical Damage Coverage

WORKERS' COMPENSATION COVERAGES

- Workers' Compensation – Statutory
- U. S. Longshoremen's & Harbor Workers' Coverage
- Jones Act Coverage

UMBRELLA LIABILITY COVERAGES

- Umbrella Liability coverage over primary coverages (General Liability, Automobile, Employers' Liability, etc.)
- Terrorism Coverage

FOREIGN COVERAGES

- Property, Liability, Automobile, Umbrella, etc.
- Terrorism Coverage

OTHER RECOMMENDATIONS

- Disaster Planning and Recovery
- Identity Theft

¹ "Privacy and Data Exposures of Small and Mid-sized Companies" – Advisen, December 2012

"Internet Security Threat Report – 2014" – Symantec, April 2014

"2013 Data Breach Investigations Report" – Verizon, April 2013

BOND RECOMMENDATIONS***Contract***

Performance, Payment, Maintenance Subcontractors, General Contractors, Special Trades

Court

Appeal, Medical Malpractice Cost Bonds, TRO, Injunction, Sequestration, Supersedeas

Fidelity

Employee Dishonesty, Third Party Administrator, Forgery, Property Management, Public Official Blanket

Financial Institution

Employee Dishonesty, Burglary, Robbery, Extortion, Kidnap, Ransom, Combination Safe Depository, Trust Department E&O

License & Permit

Currency Exchange, Check Cashing, Franchise, Plumbers, Concrete, Landscape, Electricians, Liquor, Tax Conduct Surety, Motor Vehicle Dealers

Probate

Trustees, Administration, Executors, Guardians, Conservator

Public Official

Notary Public, Public Weigher, Tax Assessor Collector, Licensed Deputy

Surety

Miscellaneous, Utility, Travel Agents, Financial Guarantee, ESOP, LLP, Healthcare Providers, Lost Instrument

PERSONAL LINES INSURANCE RECOMMENDATIONS***Automobile Coverages***

Liability/Physical Damage

Property

- HO Form
- Dwelling
- Builders' Risk Policies
- Endorsements

Flood/Earthquake

Buildings/Contents

Umbrella Liability Coverages

Increased Limits of Liability Available

Farm & Ranch

- Dwelling
- Scheduled Property
- Common Endorsements
- FRO Endorsements

Watercraft/Recreational Vehicles

Liability/Physical Damage

Personal Articles Floater

- Jewelry
- Furs
- Fine Art, etc.