

Declarations

NOTICE: THIS POLICY IS A CLAIMS MADE AND REPORTED POLICY AND APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED IN WRITING TO THE INSURANCE COMPANY IN ACCORDANCE WITH THE TERMS OF THIS POLICY. AMOUNTS INCURRED AS DEFENSE COSTS WILL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE RETENTION. PLEASE REVIEW THE COVERAGE PROVIDED UNDER THIS POLICY CAREFULLY AND DISCUSS WITH YOUR INSURANCE AGENT OR BROKER.

These Declarations along with the statements contained in the information and materials provided to the **insurance company** in connection with the underwriting and issuance of this Policy, and the Policy with endorsements shall constitute the contract between the **insureds** and the **insurance company**.

Insurance Company: Syndicates 2623/623 at Lloyd's

Broker Information: <Broker Name>
<Brokerage Firm>
<Address1>
<Address2>
<City>, <State> <Zip>

Policy Number: <policy number>

Policy Form(s): <Policy Form Number>

Authority Reference Number: B6012BUSANMSL2301

Named Insured: Name: <named insured>

Address: <Address1>
<Address2>
<Address3>
<City>, <State> <Zip>

Policy Period: From: <effective date>

To: <expiration date>

Both dates at 12:01 AM Local Time at the Address specified above

beazley

F00867

112022 ed.

Date Issued: <Date and timestamp>

Premium: USD<XX,XXX,XXX> plus applicable taxes
Minimum Earned Premium: <percentage>% of the premium stated above

Limit of Liability, Retention and Retroactive Date:

Healthcare Professional Liability

<u>Limit of Liability</u>	<u>Retention:</u>	<u>Retroactive Date</u>
USD<XX,XXX,XXX> each claim	USD<XX,XXX,XXX> each claim	<retroactive>
USD<XX,XXX,XXX> aggregate per location or physician		
USD<XX,XXX,XXX> aggregate		

Errors & Omissions

<u>Limit of Liability</u>	<u>Retention:</u>	<u>Retroactive Date</u>
USD<XX,XXX,XXX> each claim	USD<XX,XXX,XXX> each claim	<retroactive>
USD<XX,XXX,XXX> aggregate		

General Liability

<u>Limit of Liability</u>	<u>Retention:</u>	<u>Retroactive Date</u>
USD<XX,XXX,XXX> each claim	USD<XX,XXX,XXX> each claim	<retroactive>
USD<XX,XXX,XXX> aggregate per location		
USD<XX,XXX,XXX> aggregate		

but sublimited to:

USD<XX,XXX,XXX>	<i>Damage to Rented Premises Coverage sublimit any one premise</i>	USD<XX,XXX,XXX>	<i>any one premise</i>	<retroactive>
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USD<XX,XXX,XXX>	<i>Damage to Rented Premises Coverage sublimit aggregate</i>
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USD<XX,XXX,XXX>	Medical Expenses Coverage sublimit each occurrence	USD<XX,XXX,XXX>	each occurrence	
USD<XX,XXX,XXX>	Medical Expenses Coverage sublimit aggregate			
USD<XX,XXX,XXX>	Employee Benefits Liability Coverage sublimit each claim	USD<XX,XXX,XXX>	each claim	<retroactive>
USD<XX,XXX,XXX>	Employee Benefits Liability Coverage sublimit aggregate			

Products/Completed Operations Liability

<u>Limit of Liability</u>		<u>Retention:</u>		<u>Retroactive Date</u>
USD<XX,XXX,XXX>	each claim	USD<XX,XXX,XXX>	each claim	<retroactive>
USD<XX,XXX,XXX>	aggregate			

Clinical Trial Professional Liability

<u>Limit of Liability</u>		<u>Retention:</u>		<u>Retroactive Date</u>
USD<XX,XXX,XXX>	each claim	USD<XX,XXX,XXX>	each claim	<retroactive>
USD<XX,XXX,XXX>	aggregate			

Sexual/Physical Misconduct

<u>Limit of Liability</u>		<u>Retention:</u>		<u>Retroactive Date</u>
USD<XX,XXX,XXX>	each claim	USD<XX,XXX,XXX>	each claim	<retroactive>
USD<XX,XXX,XXX>	aggregate			

Policy Aggregate Limit of Liability: USD<XX,XXX,XXX> in the aggregate during the **policy period** for all Coverages.

Extended Reporting Period:

Length

Premium

12 months

Additional premium payable of 150% of the annual premium plus applicable taxes



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Date Issued: <Date and timestamp>

24 months	Additional premium payable of 175% of the annual premium plus applicable taxes
36 months	Additional premium payable of 200% of the annual premium plus applicable taxes
48 months	Additional premium payable of 225% of the annual premium plus applicable taxes
60 months	Additional premium payable of 250% of the annual premium plus applicable taxes

Notices of Claim, Loss or Circumstance under this Policy:

Beazley Group
Attn: Beazley Healthcare Claims
45 Rockefeller Plaza, 16th Floor
New York, NY 10111
Email: healthcareclaims@beazley.com

Other Notices:

Beazley USA Services, Inc.
30 Batterson Park Road
Farmington, CT 06032
Tel: (860) 677-3700
Fax: (860) 679-0247

Scheduled Employed Providers/Independent Contractors:

<Scheduled Employed Providers/Independent Contractors>

Scheduled Healthcare Professional Services:

<Scheduled Healthcare Professional Services>

Scheduled Clinical Trial Professional Services:

<Scheduled Clinical Trial Professional Services>

Scheduled Professional Services (Errors & Omissions):

<Scheduled Professional Services>

Terrorism Coverage:

Coverage Purchased: Yes No

If "Yes", Terrorism Coverage Premium: USD <Terrorism Premium>

Service of Suit:

Service of process in any suit shall be made upon:

Lloyd's America, Inc.
Attention: Legal Department
280 Park Avenue, East Tower, 25th Floor
New York, NY 10017



Governing Law: <State of Law>

Endorsements effective at inception: 1. <Endorsements>
2. <Endorsements>

Dated: <Date>

At: 30 Batterson Park Road
Farmington
Connecticut 06032
(the office of the Correspondent)


by _____
Beazley USA Services, Inc. (Correspondent)

SPECIMEN

beazley

Policy Terms and Conditions

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Beazley Claims Service

Delivering great claims service is one of Beazley's top priorities. Our Claims Service Standards highlight what our stakeholders can expect when working with our Claims Team – expertise, responsiveness, partnership, fairness, and accountability. Please visit www.beazley.com to read more about our Claims Service Standards under Our Approach to Claims.



Policy Terms and Conditions

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THIS POLICY CONSISTS OF THESE “POLICY TERMS AND CONDITIONS” AND THOSE OF ANY INDIVIDUAL COVERAGE SECTIONS PURCHASED. UNLESS EXPRESSLY STATED TO THE CONTRARY, THESE “POLICY TERMS AND CONDITIONS” APPLY TO THE ENTIRE POLICY, WHEREAS THE TERMS AND CONDITIONS OF EACH COVERAGE SECTION ONLY APPLY TO THAT PARTICULAR COVERAGE SECTION.

The **insurance company** agrees with the **named insured** in consideration of the payment of, or agreement to pay, the premium and subject to all the provisions of this Policy:

Exclusions from Cover

The **insurance company** will not be liable for any **loss, occurrence, or claim**:

Americans with Disability Act

arising out of, based upon or attributable to the costs of complying with physical modifications to any premises or any changes to the **insured's** usual business operations mandated by the Americans with Disabilities Act of 1990, including any amendments, or similar federal, state or local law.

Asbestos, Silica and Lead

arising out of, based upon or attributable to asbestos, silica or lead.

Auto, Aircraft and Watercraft

arising out of, based upon or attributable to **bodily injury, personal injury or property damage** arising out of ownership, maintenance, operation, use, loading or unloading of any **automobile, aircraft or watercraft**:

- (a) owned or operated by, or rented or loaned to, any **insured**; or
- (b) operated by any person in the course of their employment or volunteer duties for any **insured**.

This Exclusion will apply even if the **loss or claim** against any **insured** alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the **insured**, if the **loss or claim** involved the ownership, maintenance, use or entrustment of any **automobile, aircraft or watercraft** that is owned or operated by or rented or loaned to any **insured**.

This Exclusion will not apply to the **loading or unloading of patients** from any ground ambulance, **automobile, aircraft or watercraft** under the Healthcare Professional Liability Coverage.

Bankruptcy/Insolvency

arising out of, based upon or attributable to the insolvency or bankruptcy of any **insured** or of any other entity including but not limited to the failure, inability, or unwillingness to pay **claims**, losses or benefits due to the insolvency, liquidation or bankruptcy of any such individual entity.

Biometric Data and Genetic Information

arising out of:

- (a) the collection, retention, use, sharing, processing, profiling, acquisition, maintenance, provision of access to, storage, destruction or selling of, or the failure to develop a written retention schedule and/or destruction guidelines for, any **biometric data** and/or **genetic information**;
- (b) any actual or alleged invasion of privacy regarding any **biometric data** and/or **genetic information**; or
- (c) any actual or alleged violation of any biometric or genetic information privacy laws enacted in the United States of America, its territories or possessions or any other jurisdiction anywhere in the world, including but not limited to the:
 - a. Illinois Biometric Information Privacy Act (740 ILCS 14/1 et seq.), as amended or any rules or regulations promulgated thereunder; or
 - b. Illinois Genetic Information Privacy Act (410 ILCS 513/1 et seq.), as amended or any rules or regulations promulgated thereunder.

Business Pursuits

arising out of, based upon or attributable to the **insured's** activities as a trustee, partner, officer, director or employee of any business enterprise other than that of the **named insured**.

Compliance Program

arising out of, based upon or attributable to the implementation of any compliance program or any policies, procedures or practices relating to participation as a provider of medical services to a managed care organization or under a healthcare benefit program, whether initiated voluntarily or pursuant to direction by, order of, or in settlement with a government body, hospital, healthcare facility or managed care organization.

Correctional Services/Facilities

arising out of, based upon or attributable to:

- (a) the performance of or failure to perform **healthcare professional services, professional services, clinical trial professional services**; or
- (b) the **insured's** operations;

at any correctional facility or center, detention center, jail, penal institution, prison, remand center, reformatory, or any similar center, facility, or institution or in relation to correctional population.

Criminal, Dishonest, Fraudulent and Malicious Acts and Omissions

arising out of, based upon or attributable to any criminal, dishonest, fraudulent or malicious act or omission, or intentional or knowing violation of the law, if committed by an **insured**, or by others if the **insured** colluded or participated in any such conduct or activity.

This Exclusion will not apply to **defense costs** incurred in defending any **claim** alleging the above conduct until there is a final non-appealable adjudication, judgment, binding arbitration decision or conviction against the **insured**, or a written or oral admission, written or oral confession by the **insured**, establishing such conduct or a plea of *nolo contendere* or no contest regarding such misconduct, at which time the **named insured** shall reimburse the **insurance company** for all **defense costs** incurred in defending the **claim** and the **insurance company** shall have no further liability for **defense costs**.

Civil Rights and Discrimination

arising out of, based upon or attributable to:

- (a) any actual or alleged violation of 42 U.S. Code § 1983 or any related regulations or similar provisions of any federal, state, or local civil rights law;
- (b) any actual or alleged discrimination or harassment; or
- (c) any actual or alleged violation of any federal, state, or local civil rights law.

Cyber

arising out of, based upon or attributable to any **cyber act**, **cyber incident** or **data breach**, including any action taken in controlling, preventing, suppressing or remediating any **cyber act**, **cyber incident** or **data breach**.

Description of Goods, Products or Services

arising out of, based upon or attributable to:

- (a) inaccurate, inadequate or incomplete description of the price of goods, products or services;
- (b) cost guarantees, cost representations, contract price estimates of probable costs or cost estimates actually or allegedly being exceeded; or
- (c) the failure of any services to conform with any represented quality or performance.

Electromagnetism

arising out of, based upon or attributable to the existence, emission or discharge of any electromagnetic field, electromagnetic radiation or electromagnetism that affects any person, the environment or any property.

Employers' Liability

arising out of, based upon or attributable to **personal injury** to:

- (a) any **employee** or volunteer of the **named insured** arising out of and in the course of his employment or retention by the **named insured**;
- (b) an applicant for employment of the **named insured**; or
- (c) the spouse, child, parent, brother or sister of the **employee** as a consequence of (a) above.

This Exclusion will apply:

- i. whether the **insured** may be liable as an employer or in any other capacity; and
- ii. to any obligation to share damages with or repay someone else who must pay damages arising out of such liability.

ERISA and Employment Liability

arising out of, based upon or attributable to:

- (a) any violation of the Employee Retirement Income Security Act of 1974 or any related regulations or similar provisions of any federal, state or local law; or
- (b) any employer-employee relations, policies, practices, acts or omissions, or any actual or alleged refusal to employ any person, or misconduct with respect to **employees**.

Failure to Pay Bond

arising out of, based upon or attributable to any failure to pay any bond, debt, financial guarantee or debenture, or any interest in connection with the foregoing.

Financial Advice

arising out of, based upon or attributable to any financial or investment advice given, referrals, warranties, guarantees or predictions of future performance made by any **insured** as regards specific and identifiable investment items including but not limited to personal property, real property, stocks, bonds or securities.

FDA

arising out of, based upon or attributable to the willful non-compliance of any **insured** with any rule or regulation promulgated by the United States Food and Drug Administration or comparable foreign regulatory body, or treating a patient with any drugs, medical devices, biologics or radiation-emitting products that have been disapproved or not yet approved by the FDA.

Governmental Actions

brought by or on behalf of any state, federal, local or foreign governmental entity in such entity's regulatory or official capacity.

This Exclusion will not apply to **claims** brought by a governmental entity in their capacity as a client of the **insured**.

Insurance, Funds and Premiums

arising out of, based upon or attributable to:

- (a) the failure to obtain, effect, or maintain any form, policy, plan or program of insurance, stop loss or provider excess coverage, reinsurance, self-insurance, suretyship, or bond;
- (b) commingling, mishandling of or liability to pay, collect or safeguard funds; or
- (c) the failure to collect or pay premiums, commissions, brokerage charges, fees or taxes.

Intellectual Property

arising out of, based upon or attributable to any actual or alleged plagiarism, misappropriation of likeness, breach of confidence, or misappropriation or infringement of any intellectual property right, including patent, trademark, trade secret, trade dress and copyright.

This Exclusion will not apply to copyright and trade dress covered under the General Liability Coverage (if purchased).

Managed Care

arising out of, based upon or attributable to the performance of or failure to perform any **managed care activity**.

This Exclusion will not apply to Healthcare Professional Liability Coverage in respect of any **claim** alleging **bodily injury** as a result of the performance or failure to perform **healthcare professional services**.

Manufacturing of Specific Products

arising out of, based upon or attributable to any manufacturing of the following products:

- (a) Birth control products;
- (b) Hormone replacement products; or
- (c) Intrauterine devices (IUD's).

Mold

arising out of, based upon or attributable to:

- (a) any fungus(es) or spore(s);
- (b) any substance, vapor or gas produced by or arising out of any fungus(es) or spore(s); or
- (c) any materials, product, building component, building or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s).

This Exclusion will not apply to Healthcare Professional Liability Coverage in respect of any **claim** arising from **healthcare professional services** that would otherwise be covered in this Policy.

Nuclear

arising out of:

- (a) **bodily injury or property damage** with respect to which an **insured** under this Policy is also insured under a contract of Nuclear Energy Liability Insurance (whether the **insured** is unnamed in such contract and whether or not it is legally enforceable by the **insured**) issued by the Nuclear Insurance Association of Canada or any other insurer or group or pool of insurers or would be an insured under such policy but for its termination upon exhaustion of its Limit of Liability;
- (b) **bodily injury or property damage** resulting directly or indirectly from the **nuclear energy hazard** arising from:
 - i. the ownership, maintenance, operation or use of a **nuclear facility** by or on behalf of an **insured**;
 - ii. 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**;
 - iii. the possession, consumption, use, handling, disposal or transportation of **fissionable substances**, or of other **radioactive material** (except radioactive isotopes, away from a **nuclear facility**, which have reached the final stage of fabrication so as to be useable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by an **insured**.

This Exclusion will not apply to Healthcare Professional Liability Coverage with respect to the **insured's** performance of or failure to perform **healthcare professional services**.

Other Enterprises

made by or against or in connection with any business enterprise not named in the Declarations, which is owned by any **insured** or in which any **insured** is a trustee, partner, officer, director or **employee**.

Other Insureds

arising out of, based upon or attributable to any **claims** brought against any **insured** by another **insured**.

This Exclusion will not apply to **bodily injury** sustained by any **insured** as a recipient of:

- (a) **healthcare professional services** performed, or failing to be performed, by any other **insured** as covered under Healthcare Professional Liability Coverage; or
- (b) **clinical trial professional services** performed, or failing to be performed, by any other **insured** as covered under Clinical Trial Professional Liability Coverage.

Pollution

arising out of, based upon or attributable to:

- (a) the actual, alleged or threatened discharge, dispersal, release or escape or failure to detect the presence of **pollutants**.

This Exclusion will not apply to the General Liability Coverage (if purchased) with respect to: (i) **bodily injury** sustained by any patient, visitor or invitee; and (ii) **bodily injury or property damage** arising out of heat, smoke or fumes from a **hostile fire**;

- (b) the manufacturer, distribution, sale, resale, rebranding, installation, repair, removal, encapsulation, abatement, replacement or handling of, exposure to or testing for **pollutants** contained in a product, carried on clothing, inhaled, transmitted in any fashion or found in any form whatsoever; or
- (c) any governmental or regulatory directive or request that the **insured** or anyone acting under its direction or control to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize said **pollutants**.

Pregnancy Termination Laws

arising out of, based upon or attributable to any actual or alleged violation of any pregnancy termination laws, rules or regulations.

Prior Knowledge and Prior Notice

arising out of, based upon or attributable to:

- (a) any **circumstance**, act, error, omission, **occurrence**, incident or event committed prior to the inception date if any **insured** knew or could have reasonably foreseen that such **circumstance**, act, error, omission, **occurrence**, incident or event might be expected to be the basis of a **claim** or **loss**; or
- (b) any **circumstance**, act, error, omission, **occurrence**, incident, event, **claim** or **loss** of which notice has been provided under any prior policy or self-insurance of which this Policy is a renewal or replacement.

Profit and Remuneration

arising out of, based upon or attributable to any **insured** gaining any profit, remuneration or advantage to which such **insured** was not legally entitled.

Racketeering

arising out of, based upon or attributable to any actual or alleged violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced and Corrupt Organizations Act or RICO), as amended, or any related regulations or similar provisions of any federal, state or local law.

Retroactive Date

arising out of, based upon or attributable to any **circumstance**, act, error, omission, **occurrence**, incident or event which first took place, or is alleged to have taken place, prior to the **retroactive date**.

Securities Violations

arising out of, based upon or attributable to:

- (a) the ownership, sale or purchase of, or the offer to sell or purchase stock or other securities; or
- (b) an actual or alleged violation of a securities law or regulation.

Sexual/Physical Misconduct

arising out of, based upon or attributable to **sexual/physical misconduct incident**.

However, this Exclusion will not apply to Sexual/Physical Misconduct Coverage (if purchased).

Specific Product Ingredients and Components

arising out of or resulting from the manufacturing, handling, distribution, advertising, labelling, sale, application, ingestion, consumption, testing, exposure to or any use of any product or substance known as, made of or containing any one or more of the following:

- (a) Diethylstilbestrol, or DES, or which has the same chemical formulary, or which is a stilbene derivative, or any other product or substance having substantially similar formulation, structure, or function by whatever name manufactured or marketed as DES;
- (b) Ephedra, Ma huang, Ephedra sinica, Chinese Ephedra, ephedrine, pseudoephedrine, norpseudoephedrine, or any other product or substance having substantially similar formulation, structure or function, by whatever name manufactured, grown or marketed;
- (c) Fenfluramine, Phentermine or Dexfenfluramine;
- (d) Phenylpropanolamine, Phenylpropanolamine Hydrochloride, PPA or any product or drug containing any of these substances;
- (e) any product containing silicone or similar which is in any form implanted or injected in the body;
- (f) tobacco, nicotine, formaldehyde, acetaldehyde, acrolein, diacetyl or their derivatives or variations; or
- (g) Nitrosamines (including N-nitrosodimethylamine (NDMA), N-Nitroso-N-methyl-4-amniobutyric acid (NMBA), N-Nitrosodiethylamine (NDEA), N-N-Dimethylformamide (DMF) or any other nitrosamine).

Specific Devices

arising out of, based upon or attributable to any of the following devices:

- (a) Any metal on metal (use of femoral head articulating in conjunction with a metal linear or metal cup) hip replacement systems, including components of such systems, any metal knee or joint replacement systems, including components of such systems;
- (b) Inferior Vena Cava (IVC) Filters;
- (c) Morcellators;
- (d) Silicone gel or liquid silicone when used as part of an implantable medical device;
- (e) Breast implants;
- (f) Talc or talcum products;
- (g) Synthetic or biologic mesh transplanted anywhere in the body;
- (h) any electronic vaping device that consists of a battery, a cartridge and a heating component and produces aerosol for inhalation, including but not limited to e-cigarette, e-hookahs, mods, vape pens, vapes, tank systems.

Telephone Consumer Protection Act (TCPA) and others

arising out of, based upon or attributable to any act or omission that violates or is alleged to violate:

- (a) the Telephone Consumer Protection Act (TCPA);
- (b) the CAN-SPAM Act of 2003;
- (c) the Fair Credit Reporting Act; or
- (d) any statute, ordinance or regulation, other than TCPA, CAN-SPAM Act of 2003 or the Fair Credit Reporting Act, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Trade Practices, Consumer Protection and Antitrust

arising out of, based upon or attributable to any actual or alleged false, deceptive or unfair trade practices violation of any federal, state, or local anti-trust, restraint of trade, unfair competition, consumer protection or price fixing law, or any rules or regulations promulgated thereunder.

Unsolicited Communications

arising out of, based upon or attributable to the distribution of unsolicited email, direct mail, text message or facsimiles, or telemarketing.

War and Terrorism

arising out of, based upon or attributable to:

- (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war has been declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (b) any **act of terrorism**.

Website Tracking

arising out of, based upon or attributable to the use of a pixel, code, or similar technology on a **website** that transmits or redirects, or causes to be transmitted or redirected, information from an individual to a third party.

Workers' Compensation and Similar Laws

arising out of, based upon or attributable to any obligation for which the **insured** or any carrier as its insurer may be liable, under any Workers' Compensation, Unemployment Compensation, Disability Benefits Law or under any similar law.

Limit of Liability

The Policy Aggregate Limit of Liability as specified in the Declarations is the maximum amount payable by the **insurance company** for all **loss**, Coverages and **insureds** under this Policy.

The Limit of Liability stated in the Declarations under each Coverage is the maximum amount for the specific Coverage as listed in the Declarations. These limits are part of, and not in addition to, the Policy Aggregate Limit of Liability.

Any **loss** paid by the **insurance company** under each Coverage will reduce the Limit of Liability and the Policy Aggregate Limit of Liability stated in the Declarations.

Where any sublimit is specified in the Declarations, the **insurance company** will have no liability in excess of such sublimit. Any sublimit will be part of, and not in addition to, the aggregate Limit of Liability stated in the Declarations under each specific Coverage.

The **insurance company** will not be obligated to pay any **loss**, or to defend any **claim**, after the applicable Limit of Liability has been exhausted or after deposit of the remaining applicable Limit of Liability in a court of competent jurisdiction, and that upon such payment, the **insurance company**

shall have the right to withdraw from the further defense of the **Claim** by tendering control of said defense to the **Insured**.

In no event will one **claim** trigger multiple Limit of Liability sections as stated in the Declarations.

Retention

The applicable Retention is specified in the Declarations and the **insurance company** will be liable only for **loss** in excess of that amount.

The Retention will be satisfied by payments of **loss** by the **insured**. The Retention is in addition to the Limit of Liability and not part thereof.

The **insured** will make direct payments within the Retention to appropriate parties designated by the **insurance company**. The Retention is to be uninsured, unless otherwise agreed to by the **insurance company**. Under no circumstances will the **insurance company** be called upon to pay the Retention, but the **insurance company** may do so at its sole discretion. Such payment will in no way affect the **insurance company's** ability to collect the Retention from the **insured**.

Claim Requirements and Information

Notification of Claim

As a condition to coverage under this Policy, the **insured** must give written notice under this Policy through the claims team named in [and in accordance with] the Notice of Claim, Loss or Circumstance Section of the Declarations of any **claim** made against the **insured** as soon as practicable but in no event later than 30 days after the end of the **policy period**.

Notification of Circumstance

If during the **policy period**, except for the **extended reporting period**, the **insured** (1) first becomes aware of a **circumstance** and (2) gives written notice under this Policy, as soon as practicable through the claims team named in [and in accordance with] the Notice of Claim, Loss or Circumstance Section of the Declarations, of:

- (a) the reasons why the **Insured** anticipates that such **circumstance** could give rise to a **claim**; and
- (b) full particulars of the dates, acts and persons involved in such **circumstance**;

then any subsequent **claim** made against the **insured** arising out of such **circumstance** shall be deemed to have been made at the time written notice was first given under this Policy through the claims team named in [and in accordance with] the Notice of Claim, Loss or Circumstance Section of the Declarations.

If the **insured** fails to provide sufficient information as required by paragraphs (a) and (b) above, then no coverage shall be provided under this Policy for any **claim** made with respect to such **circumstance**. The **insured** shall have the right to provide supplemental information to conform with paragraphs (a) and (b) above, to the **insurance company's** satisfaction, no later than 30 days after the end of the **policy period**. The Coverage Restriction stated within this paragraph, shall not apply to any **claim** first made under this Policy (which will be the applicable Policy) with respect to any **circumstance** reported in an earlier policy that was not accepted by the **insurance company** as a valid notification, and where cover has been maintained continuously with the **insurance company** from the inception date of that earlier policy until the inception date of this Policy.

Related Claims (Same Claimant, Plaintiff or Patient)

All **related claims** made by, on behalf of, or because of the same claimant, plaintiff or **patient**:

- (a) are considered a single **claim** for the purposes of this Policy, irrespective of the number of claimants, plaintiffs or **insureds** involved in the **claim**,
- (b) are deemed to have been made at the time of the first such **claim**, and
- (c) will be treated by the **insurance company** as having been reported when the first of such **claims** was reported.

Related Claims (Two or More Persons)

All **related claims** will be considered a single **claim** for the purposes of this Policy where:

- (a) the act, error or omission or **occurrence** affects two or more persons and is attributable to a single, direct cause;
- (b) the first relevant act, error, omission or **occurrence** takes place after the **retroactive date** and before the end of the **policy period** for Claims Made coverages or the first relevant **occurrence** takes place during the **policy period** for Occurrence coverages;
- (c) the first of such **related claims** has been made within the **policy period** or directly relates to a **circumstance** notified within the **policy period**; and
- (d) either the **insurance company** deems such designation a **related claim** or the **named insured** has requested, in writing, within 120 days after the end of the **policy period** that the **insurance company** agrees to such designation of a **related claim**, such consent not to be unreasonably withheld by the **insurance company**.

If the **insurance company** deems or agrees to designate such **claims** as a **related claim**, then any later **claims** which are made and notified within 5 years of the end of the **policy period** are hereby covered under this Policy as a **related claim**, and will be deemed to have been notified at the date of the first designated **claim** or notification and are subject to one Retention and one each **claim** limit.

Once the **named insured** has knowledge of a negligent act, error, omission or **occurrence**, the **insured** should promptly take all reasonable steps at their own expense to prevent or mitigate other or further **bodily injury, financial injury, property damage, personal injury or advertising injury** arising out of the same, related or continuing negligent acts, errors, omissions or **occurrences**. If the **insured** fails to comply with this provision, the **insurance company** will have no liability under this Policy in respect of any **claim** arising out of such continuous negligent acts, errors, omissions or **occurrences**.

Only in relation to the Products/Completed Operations Coverage (if purchased): with respect to a **product incident**, all **bodily injury** or **property damage** arising out of one lot of goods, batch, package, or run of products prepared, manufactured or acquired by the **named insured** (or by another trading under the **named insured's** name) and attributable to a single, direct cause shall be deemed to be one **claim**.

Defense and Settlement

- (a) Duties

The **insurance company** has the right and duty to defend any **claim** against the **insured** seeking amounts which are payable under the terms of this Policy, even if any part of such **claim** is groundless, false or fraudulent.

Defense counsel will be mutually agreed by the **named insured** and the **insurance company** but, in the absence of such agreement, the **insurance company's** decision will be final.

- (b) Consent to **defense costs**

The **insurance company** will not be obligated to pay **defense costs** unless it has given prior written consent to such **defense costs** being incurred (except if expressly specified in this Policy that prior consent is not first required).

(c) Settlement of **claims**

The **insured** cannot admit liability, make any payment, assume any obligation, incur any expense, enter into any settlement, stipulate to any judgment or dispose of any **claim** without the prior written consent of the **insurance company**.

If the **insured** refuses to consent to any settlement recommended by the **insurance company** and acceptable to the claimant, the **insurance company's** liability for **loss** will not exceed:

- i. the amount for which the **claim** could have been settled, less the remaining Retention, plus
- ii. the **defense costs** incurred up to the time of such refusal;

or the applicable Limit of Liability, whichever is less, and the **insurance company** will have the right to withdraw from the further defense of such **claim**.

Assistance and Cooperation

If any **claim** or **circumstance** is reported by the **insured** under this Policy, the **insured** will give all information and assistance to the **insurance company** as it may need to investigate such matters. The **insured** will cooperate with the **insurance company** in responding to such **claim** or **circumstance**. The **insured** agrees not to take any action which in any way increases the **insurance company's** exposure under this Policy.

Except where expressly provided for in this Policy, any costs to provide such information or assistance to the **insurance company** will be at the **insured's** own cost.

Other Insurance

The insurance under this Policy will apply in excess of any other valid and collectible insurance available to any **insured**, including any self-insured retention or deductible of such insurance. This provision will not apply where such other insurance is written only as specific excess insurance over this Policy.

The insurance provided for **property damage** to the structures or portions thereof rented to or temporarily occupied by the **named insured** including fixtures permanently attached thereto, where Damage to Rented Premises Coverage (if purchased) is provided, shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the **insured**.

Subrogation and Recoveries

If any payment is made under this Policy, the **insured** will transfer its rights of recovery against any third party to the **insurance company**. The **insured** will do whatever is reasonably necessary to secure and preserve such rights after a **claim** is first made against them or the date they become aware of a **circumstance** giving rise to a **claim**.

Any amounts recovered will be applied in the following order:

- (a) to reimburse costs incurred by or on behalf of the **insurance company** in bringing proceedings against such other party; and
- (b) then to the **insured** for the amount of any **loss** which exceeds the Limit of Liability;
- (c) then to the **insurance company** up to the amount of the **loss** paid by the **insurance company**; and
- (d) then to the **insured** to reimburse the Retention.

Action against the Insurance Company

No action will lie against the **insurance company** unless and until the **insured** has fully complied with all the terms of this Policy.

No person or organization will have the right under this Policy to join the **insurance company** as a party to an action against the **insured** to determine the **insured's** liability or implead the **insurance company** in any such action.

General Conditions

Mergers and Acquisitions

- (a) If during the **policy period**, the **named insured** merges with or acquires another entity and
- i. the revenues of the merged or acquired entity do not exceed 10% of the total annual revenues of the **named insured** as specified in the **application**; and
 - ii. the business operations of the merged or acquired entity are of a similar nature to those of the **named insured** as specified in the **application**; and
 - iii. the merged or acquired entity is located in the same state as the **named insured** or any subsidiary,

then such merged or acquired entity will be considered part of the **named insured**, and this Policy will apply, from the date of such merger or acquisition, for any **loss** in any way involving such entity that takes place subsequent to the merger or acquisition.

In the event the total amount of revenues of all merged and acquired entities during the **policy period** exceed fifteen percent (15%) of the **named insured's** annual revenues as set forth in its most recent **application** for insurance, the above provision shall no longer apply and any further mergers or acquisitions will be subject to paragraph (b) below.

- (b) In the event the **named insured** merges or acquires an entity that does not fall within the criteria detailed in paragraph (a) above, or where paragraph (a) above no longer applies by virtue of the provision contained in the last sentence paragraph (a) above, the **named insured** will be required to give written notice to the **insurance company** prior to completion of a merger or acquisition of the **named insured**, and the **insurance company** expressly reserves the right to request additional premium and/or to apply amended terms and conditions if this Policy is to remain in force subsequent to any merger or acquisition.
- (c) In the event the **named insured** consolidates with or merges with another entity such that the **named insured** is not the surviving entity, or is acquired by another entity, or sells more than 50% of its assets to another entity, then this Policy will continue to remain in effect through the end of the **policy period**, but only with respect to events, acts or incidents that occur prior to such consolidation, merger or acquisition. There will be no coverage provided by this Policy for any other **claim** or **loss** unless the **named insured** provides written notice to the **insurance company** prior to such consolidation, merger or acquisition, the **named insured** has agreed to any additional premium and terms of coverage required by the **insurance company** and the **insurance company** has issued an endorsement extending coverage under this Policy.

Extended Reporting Period

If this Policy is not renewed or cancelled, the **named insured** will be entitled to purchase an **extended reporting period**.

The **extended reporting period** will only be available if

- (a) the **named insured** requests in writing to the **insurance company** of its intent to purchase the **extended reporting period** within 30 days of the effective date of such non-renewal or cancelation; and
- (b) the **named insured** pays the additional premium specified in the Declarations to the **insurance company** within 30 days of the effective date of such non-renewal or cancelation.

The **insurance company** will issue an endorsement providing an **extended reporting period** for the period of time stated in the Declarations.

The **extended reporting period** will only apply to any act, error, omission or **occurrence** committed on or after the **retroactive date** and before the end of the **policy period** and in respect of **claims** first made against the **insured** and reported to the **insurance company** during such **extended reporting period**.

The **extended reporting period** cannot be cancelled, and the premium is deemed fully earned at the inception date of such **extended reporting period**.

The **extended reporting period** does not increase the Limit of Liability. Any payments with respect to **claims** made during the **extended reporting period** will be part of the Policy aggregate limit of liability as specified in the Declarations.

The right to the **extended reporting period** shall not be available to the **named insured** where non-renewal or cancellation by the **insurance company** is due to non-payment of premium or failure of an **insured** to pay such amounts in excess of the applicable Limit of Liability or within the applicable Retention.

Allocation

If both **loss** covered by this Policy and loss not covered by this Policy are incurred, either because the **claim** against an **insured** includes both covered and uncovered matters or because a **claim** is made against both **insured** and uninsured parties, then the **insured** and **insurance company** agree to fairly and reasonably allocate such amount between covered **loss** and uncovered loss.

Cancellation

This Policy may be cancelled by the **named insured** by giving written notice to the **insurance company** through the entity listed in the Declarations stating when the cancellation will be effective. This effective date will not be earlier than the date the written notice has been received by the **insurance company**. If the Policy shall be cancelled by the **named insured** the **insurance company** shall retain the short rate proportion of the premium for the period this Policy has been in force.

This Policy may be cancelled by the **insurance company** by mailing to the **named insured** at the address listed in the Declarations written notice stating when such cancellation will be effective. Such date of cancellation will not be less than 60 days (or 10 days for cancellation due to non-payment of premium) after the date of notice. If this Policy shall be cancelled by the **insurance company**, the **insurance company** shall retain the pro rata proportion of the premium for the period this Policy has been in force.

If this Policy is cancelled in accordance with the paragraphs above prior to reporting any **claim** or **circumstance** under this Policy, the minimum earned premium as stated in the Declarations shall be deemed earned upon inception of the Policy, and the remaining earned premium shall be computed in accordance with the customary short rate table and procedure; but the premium will be deemed fully earned if any **claim**, or any **circumstance**, is reported to the **insurance company** on or before the date of cancellation. Payment or tender of unearned premium is not a condition of cancellation.

Premium Payment Warranty

All premium due to the **insurance company** under this Policy is paid within 30 days from the inception date of the Policy. Non-receipt of such premium by midnight (local standard time) on the premium due date, will render this Policy void from the inception date.

Innocent Insured

Whenever coverage under this Policy would be excluded, suspended or lost owing to:

- (a) the application of the Expected or Intended Injury Exclusion in the General Liability or Products Completed/Operations Sections (if purchased) or the Criminal, Dishonest, Fraudulent and Malicious Acts and Omissions Exclusion related to intentional, criminal, dishonest, fraudulent or malicious acts, errors or omissions by any **insured**; or
- (b) non-compliance with any condition relating to the giving of notice to the **insurance company** where an **insured** is in default solely as a result of the failure of another **insured** to comply;

such insurance coverage as would otherwise be afforded under this Policy shall remain in effect with respect to those **insureds** who did not personally participate in, or acquiesce in or remain passive after having personal knowledge of, (1) one or more of the acts, errors or omissions described in any such exclusion, or (2) such failure to give notice; provided that after becoming aware of such act, error or omission or any failure to give notice, an **insured** seeking the benefit of this clause shall inform the **insurance company** immediately in writing of such event.

Authorization

The **named insured** will be considered the agent of all the **insureds**. This means that the **named insured**:

- (a) will act on behalf of all the **insureds** with respect to the giving of or receipt of all notices pertaining to this Policy, and
- (b) will accept any endorsements to this Policy, and
- (c) will be responsible for the payment of all premiums and Retentions and for receiving any return premiums.

Assignment

The **insured** cannot assign this Policy or any right under it without the prior written consent of the **insurance company**.

Headings

The titles of provisions or endorsements in this Policy are intended solely for convenience and reference. They are not deemed in any way to limit, expand or otherwise affect the provisions to which they relate.

Single Form of a Word

Whenever the singular form of a word is used in this Policy, the same word will include the plural when required by context.

Territory

This Policy applies to **claims** made, negligent acts, errors, omissions, **occurrences**, **loss**, incidents or events which take place anywhere in the world.

Governing Law

This Policy will be governed by and construed in accordance with the laws of the state designated in the Declarations.

Service of Suit

In the event the **insurance company** does not pay any amount claimed to be due under this Policy, the **insurance company** at the request of the **insured** will submit to the jurisdiction of any court of competent jurisdiction within the United States.

Nothing in this General Condition Section constitutes or should be understood to constitute a waiver of the **insurance company's** rights:

- (a) to commence an action in any court of competent jurisdiction in the United States, or
- (b) to remove an action to United States District Court, or
- (c) 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.

The service of process in such suit may be made upon the firm specified in the Declarations.

The firm specified in the Declarations is authorized and directed to accept service of process on behalf of the **insurance company** in any such suit and upon the request of the **insured** enter a general appearance upon the **insurance company's** behalf.

Entire Agreement

By acceptance of the Policy, the **insured** agrees that this Policy embodies all agreements between the **insurance company** and the **insured** relating to this Policy. No change or modification to this Policy will be effective unless made by endorsement issued by the **insurance company**.

Representation by the Insured

The **insured** agrees that the statements contained in the **application** are true, accurate and are not misleading. The **insured** also agrees that the **insurance company** issued this Policy, and assume the risks hereunder, in reliance upon the truth of such **application**.

The Insurance Company's Consent

Where the **insured** is required under this Policy to seek the consent of the **insurance company**, the **insurance company** will not unreasonably withhold, delay or deny such consent.

Sanction Limitation

The **insurance company** will not be liable to provide any cover, benefit or pay any **loss** under this Policy to the extent that the provision of such cover, benefit or payment of such **loss** would expose the **insurance company** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the United States of America, Canada, European Union or United Kingdom.

Bankruptcy

Bankruptcy or insolvency of the **insured** or of the **insured's** estate will not relieve the **insurance company** of their obligations under this Policy.

Several Liability

The subscribing **insurance company's** obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing **insurance company** is not responsible for the subscription of any co-subscribing insurance company who for any reason does not satisfy all or part of its obligations.

Licensure

- (a) It is a condition of the coverage afforded under the Policy that the **facilities of the named insured** and any **insured** requiring a license to practice shall be licensed in accordance with all relevant federal, state and local requirements. The **named insured** warrants that as of the inception date of this Policy it has secured all relevant licenses.
- (b) If, during the **policy period**, any **insured's** licensure status is altered by withdrawal, revocation, denial, suspension or failure to renew, the **named insured** shall give written notice of such change to the **insurance company** within thirty (30) days of the change becoming effective. Following receipt of such notice, the **insurance company** may elect, at its sole option, to revise any Covered Section, definitions, exclusions, endorsements or other conditions of this Policy with respect to the **insured**, with effect from such date of such

withdrawal, revocation, denial, suspension or failure to renew. Such action does not waive the **insurance company's** option to invoke the provisions of the Cancellation Section of this Policy. Furthermore, the **insurance company** will have no obligation to respond to any **claim** arising out of a negligent act, error or omission, or an **occurrence** which took place subsequent to the date of withdrawal, revocation, denial, suspension or failure to renew.

Non-Cumulation of Limits

In the event that a **claim** purports to trigger coverage under more than one policy issued by the **insurance company** to the **named insured**, any **claim** or suit will only be covered under the policy with the highest limit of insurance available or, if the limits are the same, under only one of the policies.

Complaints

Every effort is made to ensure that a high standard of service is provided. However, if the **insured** is not satisfied with the service it has received or it has any questions or concerns about this Policy the **insured** should contact Beazley Complaints as indicated on the Insurance Company, Claim, Loss and Circumstance Notification and Complaints Information form.

Definitions

The following definitions are applicable to this Policy:

act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

administration means:

- (a) giving counsel to **employees** with respect to the **insured's employee benefits program**;
- (b) interpreting the **employee benefits program**;
- (c) the handling of records in connection with the **employee benefits program**; and
- (d) effecting enrolment, termination or cancellation of **employees** under the **employee benefits program**, provided all such acts are authorized by the **insured**.

administration will not include:

- (a) the exercise of or failure to exercise any authority or control respecting:
 - i. the management of any **employee benefits program**; or
 - ii. the investment or disposition of any **employee benefits program**;
- (b) the rendering of any advice with respect to the investment of any assets of any **employee benefits program**;
- (c) handling payroll deductions; and
- (d) handling overtime requirements or payments, or payroll issues concerning exempt or non-exempt **employees**.

advertising injury means injury arising out of one or more of the following, committed in the course of the **insured's** advertising activities:

- (a) libel, slander or defamation;
- (b) infringement of copyright, title, slogan, trade dress, or advertising idea;

- (c) piracy or idea misappropriation under an implied contract; or
- (d) invasion of privacy.

aircraft products means any aircraft whether or not heavier than air (including spacecraft and missiles) and any ground support, guidance, control or communications equipment used in connection therewith, and also includes parts, supplies, or equipment installed in or on or used in connection with aircraft, including tools, training aids, instructions, manuals, blue prints and other data, engineering and other advice, services and labor used in the operation, maintenance or manufacture of such products.

application means the completed and signed application submitted by the **named insured** for this Policy including any written materials submitted with the application, all of which will be deemed part of this Policy, as if physically attached.

automobile means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include **mobile equipment**.

biologics means any substance or product consisting of or originally derived from a living organism or its by-products (including globulin, serum, blood or blood components, vaccine, protein, antibody, antigen or analogous product) administered orally, topically, or via injection and used in the diagnosis, prevention, mitigation, or treatment of illness or disease subject to United States Food and Drug Administration regulation or the equivalent of such regulations in any foreign jurisdiction.

biometric data means any information, data or samples by which a person can be uniquely identified by evaluating one or more distinguishing biological traits, including but not limited to retina or iris scan; fingerprint scan; voiceprint; scan of the hand or face geometry; or any other biometric identifier, biometric algorithm or biometric measurement, if such allows an individual to be uniquely identified.

bodily injury means:

- (a) physical injury (including death at any time resulting therefrom): or
- (b) any or more of the following resulting from such physical injury: mental injury, mental illness, mental anguish, humiliation, emotional upset, shock, sickness, disease or disability

circumstance means a complaint, criticism, negligent act, error, omission or **occurrence** happening on or after the **retroactive date** and before the end of the **policy period** which could likely give rise to a **claim**.

claim means:

- (a) a written demand for monetary damages or services (including any request to toll or waive a statute of limitations);
- (b) a civil or administrative proceeding; or
- (c) an arbitration, mediation or other form of alternative dispute resolution proceeding.

claim services means submission, handling, investigation, adjudication, denial, payment, or adjustment of claims for benefits or coverages under health care or insurance plans.

clinical trial means organized studies that adhere to an **institutional review board**-approved written protocol and which provides clinical data for the assessment of the effects of the **biologics**, **pharmaceutical**, **nutraceuticals** or **medical devices**.

clinical trial professional services means those clinical trial professional services specified in the Declarations.

clinical trial wrongful act means any negligent act, error or omission or failure in the performance of **clinical trial professional services** committed by any **insured** or by others on behalf of the **insured organization** while performing clinical investigation and evaluation work in connection with

a **clinical trial** that occurs on or before the **retroactive date** and before the end of the **policy period**.

computer system means any computer, hardware, software, communications system, electronic device (including, but not limited to, any smart phone, laptop, tablet or wearable device), server, cloud or microcontroller, including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the **insured** or any other party.

cyber act means any actual or alleged unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, or the threat or hoax thereof, regardless of time and place, involving access to, processing of, disclosure of, use of, suspension of or operation of any **computer system**.

cyber incident means:

- (a) any actual or alleged error, omission or accident, or series of related errors, omissions or accidents, involving any **computer system**;
- (b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system**; or
- (c) any actual or alleged violation of any **privacy law** in relation to **data**.

damages means judgments (including pre and post-judgment interest), awards and settlements incurred by the **insured**. **Damages** will include premiums for appeal bonds for covered judgments or bonds to release property used to secure a legal obligation, if required for a **claim** against any **insured**. However, the **insurance company** will have no obligation to appeal or to obtain such bonds.

damages will not include:

- (a) future profits, restitution, disgorgement of unjust enrichment or profits by an **insured**, or the costs of complying with orders granting injunctive or equitable relief;
- (b) return or offset of fees, charges or commissions charged by or owed to an **insured** for goods or services already provided or contracted to be provided;
- (c) taxes or loss of tax benefits;
- (d) fines, sanctions or penalties;
- (e) punitive or exemplary damages or any damages which are a multiple of compensatory damages;
- (f) liquidated damages, but only to the extent that such damages exceed the amount for which the **insured** would have been liable in the absence of such liquidated damages agreement;
- (g) costs incurred by the **insured** to correct, re-perform or complete any **healthcare professional services, professional services or clinical trial professional services**;
- (h) any amounts for which the **insured** is not liable, or for which there is no legal recourse against the **insured**; or
- (i) any amounts deemed uninsurable by law.

damage to rented premises means:

- (a) **property damage** to the premises, including the contents of such premises, rented to the **named insured** for a period of seven (7) or fewer consecutive days; or
- (b) damage by fire to premises while rented by the **named insured**, or occupied by the **named insured** with the permission of the owner of the premises;

caused by an **occurrence** which takes place on or after the **retroactive date** and before the end of the **policy period**.

data means any information, facts, concepts or code that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **computer system**.

data breach means the actual or alleged theft, loss or unauthorized disclosure of **data** that is in the care, custody or control of the **insured** or a third party for whose theft, loss or unauthorized disclosure of **data** the **insured** is liable.

defense costs means:

- (a) reasonable legal fees, costs and expenses necessarily incurred by or on behalf of the **insured** in connection with the investigation, defense, settlement or appeal of a **claim**;
- (b) all other fees, costs and expenses incurred by or on behalf of the **insured** with the **insurance company's** prior written consent.

defense costs will not include the salary of any **insured**, the cost of their time or costs or overheads of the **named insured**.

designated premises means all premises leased or rented to the **named insured**, or premises temporarily occupied by the **named insured** with permission of the owner.

employee means a person on the **insured's** regular payroll, with federal and, if applicable, state taxes withheld, whose work is directed or controlled by the **insured**, including part-time and seasonal employees and leased workers.

employee does not include a temporary worker.

employee benefits program means the **insured's** program providing some or all of the following benefits to its **employees**:

- (a) group life insurance; group accident or health insurance, dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an **employee** may subscribe to such benefits and such benefits are made generally available to those **employees** who satisfy the plan's eligibility requirements;
- (b) profit sharing plans, **employee** savings plans; **employee** stock ownership plans; pension plans and stock subscription plans; provided that no one other than an **employee** may subscribe to such benefits and such benefits are made generally available to all **employees** who are eligible under the plan for such benefits;
- (c) unemployment insurance; social security benefits; workers' compensation and disability benefits; and
- (d) vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family and civil leave; tuition assistance plans; transportation and health club subsidies.

employee benefits wrongful act means any negligent act, error or omission by the **insured** in the **administration** of the **named insured's employee benefits program** on or after the **retroactive date** and before the end of the **policy period**.

extended reporting period means the period specified in the Declarations after the end of the **policy period** in respect of **claims** first made against the **insured** and reported to the **insurance company** during such period specified in the Declarations.

facilities of the named insured means all locations at which **healthcare professional services** are performed, or fail to be performed, by any **insured** while acting within the scope of that person's duties to the **named insured**, pursuant to the express direction or authority of the **named insured**. Such locations may include remote offices or clinics owned or leased by the **named insured**, the residence of any **patient** or the site of an accident, medical crisis or disaster.

family member means, with respect to an **Individual**:

- (a) A dependent of the **Individual**; or

- (b) Any other person who is a first-degree, second-degree, third-degree, or fourth-degree relative of the **Individual** or of a dependent of the **Individual**. Relatives by affinity (such as by marriage or adoption) are treated the same as relatives by consanguinity (that is, relatives who share a common biological ancestor). In determining the degree of the relationship, relatives by less than full consanguinity (such as half-siblings, who share only one parent) are treated the same as relatives by full consanguinity (such as siblings who share both parents).
- i. First-degree relatives include parents, spouses, siblings, and children.
 - ii. Second-degree relatives include grandparents, grandchildren, aunts, uncles, nephews, and nieces.
 - iii. Third-degree relatives include great-grandparents, great-grandchildren, great aunts, great uncles, and first cousins.
 - iv. Fourth-degree relatives include great-great grandparents, great-great grandchildren, and children of first cousins.

financial injury means economic damages suffered by a person or organization.

fissionable substance means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.

general liability means **personal injury**, **property damage** or **advertising injury** caused by an **occurrence** that takes place on or after the **retroactive date** and before the end of the **policy period**.

genetic information means:

- (a) Information about:
- i. The **individual's genetic test**;
 - ii. The **genetic test of family members of the individual**;
 - iii. A fetus carried by the **individual** or **family member**, who is a pregnant woman;
 - iv. Any embryo legally held by an **individual** or **family member** utilizing an assisted reproductive technology;
 - v. The manifestation of a disease or disorder in **family members** of such **individual**; or
 - vi. Any request for, or receipt of, genetic services, or participation in clinical research which includes genetic services, by the **individual** or any **family member** of the **individual**.
- (b) **genetic information** excludes information about the sex or age of any **individual**.

genetic test means an analysis of human DNA, RNA, chromosomes, proteins, or metabolites, if the analysis detects genotypes, mutations, or chromosomal changes. **genetic test** does not include an analysis of proteins or metabolites that is directly related to a manifested disease, disorder, or pathological condition.

grounding means the withdrawal of one or more aircraft from flight operations or the imposition of speed, passenger or load restrictions on such aircraft because of the existence of or alleged existence of a defect, fault or conditions in any **aircraft product**.

healthcare professional services means those healthcare professional services specified in the Declarations.

healthcare professional services wrongful act means **bodily injury** to any **patient** arising out of any negligent act, error or omission by the **insured** in the performance of or failure to perform **healthcare professional services** that occurs on or after the **retroactive date** and before the end of the **policy period**.

hostile fire means a fire which becomes uncontrollable or breaks out from where it was intended to be.

individual means the person who is the subject of protected health information.

institutional review board means:

- (a) a board, committee, group or similar organization; or
- (b) an ethics committee;

designated, directed or requested by an institution or other person or organization to review a **clinical trial** including any approval and/or periodic review of any such **clinical trial**.

insurance company means the entity specified in the Declarations.

insured means:

- (a) the **named insured**;
- (b) a director, executive officer, stockholder, employed medical director, administrator, student, intern or employed physician, surgeon, osteopath, dentist, orthodontist, chiropractor, podiatrist, psychiatrist, psychologist, nurse practitioner, physician assistant, CRNA, or midwife of the **named insured**, but only with respect to the performance of his or her duties as such for the **named insured**. However, coverage for any employed physician, surgeon, osteopath, dentist, orthodontist, chiropractor, podiatrist, psychiatrist, psychologist, nurse practitioner, physician assistant, CRNA, or midwife is contingent on any such employed provider, being scheduled in the Declarations;
- (c) an **employee** or volunteer worker of the **named insured**, but only with respect to the performance of his or her duties as such for the **named insured**;
- (d) a partner or member if the **named insured** is a partnership or joint venture, but only with respect to his or her liability as such on behalf of the **named insured**;
- (e) any person who previously qualified as an **insured** under subparagraphs (b) and (c) above, but only with respect to the performance of his or her duties as such on behalf of the **named insured**;
- (f) any **subsidiary**;
- (g) in relation to General Liability Coverage only (if purchased), any landlord, owner, or property manager of the **designated premises**; or any tradeshow or convention sponsor or operator; or any lessor of equipment. However, coverage provided to these **insureds** shall apply solely:
 - ii. for **claims** arising out of the **named insured's** occupancy of, or failure to maintain the **designated premises**, but solely with respect to the products, goods or operations of the **named insured** and only if liability for such **claim** is determined to be solely the negligence or responsibility of the **named insured**; and
 - iii. for **occurrences** at, on or upon that portion of the **designated premises** which is occupied by the **named insured** and taking place during the term of the **named insured's** lease/occupancy of such **designated premises**;
- (h) the estate, heirs, legal representative, trusts, estate planning vehicles or assigns of any **insured** in the event of their death, incapacity or bankruptcy; and
- (i) any independent contractor scheduled in the Declarations; but only with respect to the performance of his or her duties as such for the **named insured**.

insured contract means that part of any written and signed contract or agreement pertaining to the **named insured's** business under which the **named insured** assumes the tort liability of any other party to pay for **bodily injury** or **property damage**. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

loss means:

- (a) **damages**; and
- (b) **defense costs**.

management control means:

- (a) controls more than 50% of the shareholder voting power; or
- (b) holds more than 50% of the issued share capital.

managed care activity means any of the following services or activities, whether provided on paper, in person, electronically, or in any other form and whether performed by the **insured** or on the **insured's** behalf: **provider selection**; **utilization review**; **quality improvement organization programs**; advertising, marketing, selling, or enrolment for health care or insurance plans; **claim services**; establishing health care provider networks including tiered networks; provision of information with respect to tiered networks, including cost and quality information regarding specific providers, services, or charges; reviewing the quality of **healthcare professional services**, **professional services** or **clinical trial professional services** or providing quality assurance; design or implementation of financial incentive plans; wellness or health promotion education; development or implementation of clinical guidelines, practice parameters or protocols; triage for payment of **healthcare professional services**, **professional services** or **clinical trial professional services**; calculation of medical loss ratio and related distribution; and services or activities performed in the administration or management of health care or insurance plans.

medical devices means an instrument, apparatus, implement, machine, contrivance, implant, in vitro reagent or other similar or related article, component part or accessory that is:

- (a) subject to United States Food and Drug Administration regulation or the equivalent of such regulations in any foreign jurisdiction;
- (b) intended for use in the diagnosis, cure, mitigation, treatment or prevention of injury, sickness or disease in humans; or
- (c) intended to affect the structure or any function of the human body;

that does not achieve its primary intended purposes through chemical or biological action within or upon the human body and which is not dependent upon being metabolized for the achievement of its primary intended purposes.

medical expenses means reasonable and necessary expenses for:

- (a) first aid administered;
- (b) necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (c) necessary ambulance, hospital, professional nursing and funeral services;

for **bodily injury** caused by an **occurrence**:

- i. on the premises the **named insured** owns or rents; or ways adjacent thereto; or
- ii. because of the **named insured's** operations;

provided that:

- a. the **occurrence** took place during the **policy period**;
- b. **medical expenses** are incurred and reported to the **insurance company** within one year of the date of the **occurrence**; and
- c. the injured person submits to an examination, at the **insurance company's** expense, by physicians of the **insurance company's** choice as often as the **insurance company** reasonably requires.

The **insurance company** will pay **medical expenses** regardless of fault.

mobile equipment means a land vehicle (including any attached machinery or apparatus) whether or not self-propelled:

- (a) not subject to motor vehicle registration;
- (b) maintained for use exclusively on premises owned by or rented to the **named insured**, including the ways immediately adjoining;
- (c) designed for use principally off public roads;
- (d) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle:
 - i. power cranes, shovels, loaders, diggers and drills;
 - ii. concrete mixers (other than the mix-in-transit type), graders, scrapers, rollers and on the road construction or repair equipment;
 - iii. air-compressors, pumps and generators including spraying, welding and building cleaning equipment; or
 - iv. geophysical exploration and well servicing equipment.

named insured means the entity specified in the Declarations.

named insured's products means goods or products manufactured, sold, handled or distributed by the **named insured** or by others trading under its name, including any container thereof (other than a vehicle) but shall not include a vending machine or any property, other than such container rented to or located for use of others but not sold.

nuclear energy hazard means the radioactive, toxic, explosive, or other hazardous properties of radioactive material.

nuclear facility means:

- (a) any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
- (b) any equipment or device designed or used for (1) separating the isotopes of plutonium, thorium and uranium or any one or more of them, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste;
- (c) any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them if at any time the total amount of such material in custody or 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 radioactive material;

and includes the site on which any of the foregoing is located, together with all operations conducted thereon and all premises used for such operations.

nutraceutical means a dietary supplement as defined by the United States Dietary Supplement Health and Education Act, whether intended for ingestion or topical application.

occurrence means an event or happening, including continuous or repeated exposure to substantially the same general harmful conditions, which involves one or more persons or entities.

patient means any person, human body or animal at or in the course of transit to or from the **facilities of the named insured** for the purpose of receiving **healthcare professional services**.

patient accident means **personal injury** to any **patient** or **property damage** to any **patient's** property caused by an **occurrence** that takes place on or after the **retroactive date** and before the end of the **policy period**.

personal injury means:

- (a) **bodily injury**;
- (b) false arrest, false imprisonment, detention or malicious prosecution;
- (c) libel, slander or defamation of character, unless arising out of any advertising activities; or
- (d) wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor.

pharmaceutical means any substance taken by mouth, injected into a muscle, the skin, a blood vessel, or a body cavity, or applied to the skin to treat or prevent a disease.

policy period means the period specified in the Declarations.

pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to asbestos and/or lead (or products containing asbestos and/or lead whether or not the asbestos and/or lead is or was at any time airborne as a fiber or particle, contained in a product, carried on clothing, inhaled, transmitted in any fashion or found in any form whatsoever), smoke, vapor, soot fumes, acids, alkalis, toxic chemicals and waste (waste includes materials to be recycled, reconditioned or reclaimed).

privacy law means any law or regulation concerning the collection, use, safeguarding, handling, storage, retention or destruction of information.

product incident means **bodily injury** or **property damage** caused by an **occurrence** which:

- (a) takes place on or after the after the **retroactive date** and before the end of the **policy period**; and
- (b) arises out of the **named insured's products**, or operations, or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury** or **property damage** occurs away from the premises owned by or rented to the **insured**, and takes place:
 - i. after physical possession of such **named insured's products** have been relinquished to others; or
 - ii. after such operations have been completed or abandoned.

"Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (a) when all operations to be performed by or on behalf of the **insured** under the contract have been completed;
- (b) when all operations to be performed by or on behalf of the **insured** at the site of the operations have been completed;
- (c) when the portion of the work out of which the **personal injury** or **property damage** arises has been put to its intended use by any person or organization other than another contractor or sub-contractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise completed, shall be deemed completed.

product incident does not include **bodily injury** and/or **property damage** arising out of:

- (a) the transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by any **named insured**, and that condition was created by the loading or unloading of that vehicle by any **insured**; or
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials.

professional services means those professional services specified in the Declarations.

professional services wrongful act means any negligent act, error or omission by the **insured** in the performance of or failure to perform **professional services** that occurs on or after the **retroactive date** and before the end of the **policy period**.

property damage means:

- (a) physical injury to or destruction of tangible property, including consequential loss of use of such tangible property; or
- (b) loss of use of tangible property which has not been physically injured or destroyed.

provider selection means evaluating, selecting, credentialing, contracting with or performing peer review of any provider of **healthcare professional services**, **professional services** or **clinical trial professional services**.

quality improvement organization programs means services or activities to improve the effectiveness, efficiency, economy, and quality of care for beneficiaries under any government sponsored health care plan.

radioactive material means uranium, thorium, plutonium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances that the Atomic Energy Control Board may, by regulation, designate as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy.

related claims means all **claims** arising from the same or a series of related, repeated or continuing acts, errors or omissions or **occurrences**.

retroactive date means the date specified in the Declarations.

sexual/physical misconduct incident means any physical injury, mental injury, mental illness, mental anguish, humiliation, emotional upset, shock, sickness, disease or disability caused by:

- (a) any conduct, physical act, gesture, or spoken or written words of a sexual or physically violent nature, including but not limited to, sexual intimacy (whether or not consensual), sexual molestation, sexual act, sexual contact, sexual advances, requests for sexual favors, sexual or physical assault or battery, sexual or physical abuse, sexual harassment or exploitation, dissemination or publication of sexually explicit patient materials or other verbal or physical conduct of a sexual nature; or
- (b) the **insured's** actual or alleged negligent employment, investigation, supervision, hiring, training or retention of any **insured** or person for whom the **insured** is legally responsible and whose conduct falls within part (a), above.

subsidiary means any entity, while the **named insured** has **management control** over such entity, if the **named insured**:

- (a) had **management control** over such entity on the inception date of this Policy or such entity was an **insured** under a policy issued by the **insurance company** of which this Policy is a renewal;
- (b) acquires **management control** after the inception date of this Policy provided that:
 - i. the revenues of the entity do not exceed 10% of the **named insured's** annual revenues; or

- ii. if the revenues of the entity do exceed 10% of the **named insured's** revenues, then coverage under this Policy will be afforded for a period of 60 days, but only for any **claim** that arises out of any act, error or omission, incident or event first occurring after the entity becomes so owned. Coverage beyond such 60 day period will only be available if the **named insured** gives the **insurance company** written notice of the acquisition, obtains the written consent of **insurance company** to extend coverage to the entity beyond such 60 day period and agrees to pay any additional premium required by **insurance company**.

This Policy only provides coverage for acts, errors, omissions, **occurrence**, incidents or events that take place while the **named insured** has **management control** over such entity.

utilization review means the process of evaluating the appropriateness, necessity or cost of **healthcare professional services, professional services or clinical trial professional services** for purposes of determining whether payment or coverage for such **healthcare professional services, professional services or clinical trial professional services** will be authorized or paid for under any health care or insurance plan; disease management; case management; and the use of predictive modelling to identify individuals or populations for disease management or case management programs.

website means any internet website or application managed by or on behalf of the **named insured**.

Healthcare Professional Liability Section

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Beazley Claims Service

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Healthcare Professional Liability Section

Coverages

Healthcare Professional Liability

To pay **loss** resulting from any **claim** first made against any **insured** during the **policy period** and reported in accordance with the Claim Requirements and Information section for:

- (a) **healthcare professional services wrongful act**; or
- (b) **patient accident**.

Exclusions from Cover

In addition to the Exclusions from Cover under the Policy Terms and Conditions, the **insurance company** will not be liable for any **loss** or **claim**:

Clinical Trial

arising out of, based upon or attributable to performance of or failure to perform **clinical trial professional services**.

Contractual Liability

arising out of, based upon or attributable to any liability assumed by the **insured** under any contract or agreement, either oral or written, including any hold harmless or indemnity agreements.

This Exclusion will not apply to the extent the **insured** would have been liable in the absence of such contract or agreement.

Intoxication

arising out of, based upon or attributable to the performance of or failure to perform any **healthcare professional services** by any **insured** who is under the influence of alcohol, intoxicants, narcotics, abused prescription medications, cannabis or hallucinogens.

Libel/Slander

arising out of, based upon or attributable to any actual or alleged publication of utterance of libel or slander or other defamatory or disparaging material, or a publication or utterance in violation of an individual's right to privacy.

Obstetrical, Labor and Delivery

arising out of, based upon or attributable to the performance of or failure to perform obstetrical, labor or delivery services.

Personal Injury, Property Damage or Advertising Injury

arising out of, based upon or attributable to any **personal injury, property damage** or **advertising injury**.

This Exclusion will not apply to a **healthcare professional services wrongful act** or **patient accident**.

Professional Services – E&O

arising out of, based upon or attributable to the performance of or failure to perform **professional services**.

Warranties or Guarantees

arising out of, based upon or attributable to an express or implied warranty or guarantee, or breach of contract in respect of any agreement to perform work for a fee.

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Beazley Claims Service

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Errors & Omissions Section

Coverages

Errors & Omissions

To pay **loss** resulting from any **claim** first made against any **insured** during the **policy period** and reported in accordance with the Claim Requirements and Information Section for **financial injury** arising out of a **professional services wrongful act**.

Exclusions from Cover

In addition to the Exclusions from Cover under the Policy Terms and Conditions, the **insurance company** will not be liable for any **loss** or **claim**:

Clinical Trial

arising out of, based upon or attributable to the performance of or failure to perform **clinical trial professional services**.

Contractual Liability

arising out of, based upon or attributable to any liability assumed by the **insured** under any contract or agreement, either oral or written, including any hold harmless or indemnity agreements.

This Exclusion will not apply to the extent the **insured** would have been liable in the absence of such contract or agreement.

Future Profits

arising out of, based upon or attributable to any alleged or actual future royalties or future profits, restitution, disgorgement of profits by any **insured**.

Market Value Loss

arising out of, based upon or attributable to any loss sustained or alleged to have been sustained through the fluctuation in the market value of any security or property, including real property.

Personal Injury, Property Damage or Advertising Injury

arising out of, based upon or attributable to any **personal injury, property damage or advertising injury**.

Return Fees

arising out of, based upon or attributable to any return or offset of fees, charges, or commissions for goods or services already provided or contracted to be provided.

Specific Professional Services

arising out of, based upon or attributable to the performance of or failure to perform the professional services in the following areas:

- (a) accounting;
- (b) insurance;
- (c) actuarial;

- (d) legal;
- (e) architectural and engineering;
- (f) surveying; or
- (g) real estate agent or broker.

This Exclusion applies regardless of whether a **claim** or suit is brought by any client of an **insured** or by any other person or organization, and regardless of whether any such professional services is ordinary to any **insured's** profession.

Warranties or Guarantees

arising out of, based upon or attributable to an express or implied warranty or guarantee, or breach of contract in respect of any agreement to perform work for a fee.

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Beazley Claims Service

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General Liability Section

Coverage

General Liability

To pay **loss** resulting from any **claim** first made against any **insured** during the **policy period** and reported in accordance with the Claim Requirements and Information Section for **general liability**.

Damage to Rented Premises (if purchased)

To pay **loss** resulting from any **claim** first made against any **insured** during the **policy period** and reported in accordance with the Claim Requirements and Information Section for **damage to rented premises**.

Medical Expenses (if purchased)

To pay **medical expenses** regardless of fault.

Employee Benefits Liability (if purchased)

To pay **loss** resulting from any **claim** first made against any **insured** during the **policy period** and reported in accordance with the Claim Requirements and Information Section arising out of an **employee benefits wrongful act**.

Exclusions from Cover

Exclusions applicable to General Liability and Damage to Rented Premises Coverages

In addition to the Exclusions from Cover under the Policy Terms and Conditions, the **insurance company** will not be liable for any **loss, occurrence or claim**:

Bodily injury or Property Damage to Patients

arising out of, based upon or attributable to a **patient accident**.

Contractual Liability

arising out of, based upon or attributable to any liability assumed by the **insured** under any contract or agreement, either oral or written, including any hold harmless or indemnity agreement.

This Exclusion will not apply:

- (a) to liability assumed under an **insured contract**; or
- (b) to the extent the **insured** would have been liable in the absence of such contract or agreement.

Damage to Property

arising out of, based upon or attributable to **property damage** to:

- (a) property owned, rented or temporarily occupied by the **named insured**;
- (b) premises given away, sold or abandoned by the **named insured**;
- (c) property loaned to the **named insured**;

- (d) personal property in the care, custody and control of the **named insured**;
- (e) that particular part of real property upon which operations are being performed by or on behalf of the **named insured** if such property damage arises out of those operations; or
- (f) that particular part of any property that must be restored, repaired or replaced because the insured's work was incorrectly performed on it.

Paragraphs (a), (c) and (d) of this Exclusion will not apply to Damage to Rented Premises Coverage.

Paragraph (b) of this Exclusion will not apply if the premises are the **insured's** work and were never occupied, rented or held for rental by the **named insured**.

Paragraph (c), (d), (e) and (f) of this Exclusion will not apply to liability assumed under a sidetrack agreement.

Damage to Property not Physically Injured

arising out of, based upon or attributable to loss of use of tangible property which has not been physically injured or destroyed resulting from:

- (a) a delay in or lack of performance by or on behalf of the **named insured** of any contract or agreement; or
- (b) the failure of the **named insured's products** or operations performed by or on behalf of the **named insured** to meet the level of performance, quality, fitness or durability warranted or represented by the **named insured**.

Expected or Intended Injury

arising out of, based upon or attributable to **personal injury** or **property damage** resulting from the use of force expected or intended from the standpoint of the **insured**.

This Exclusion will not apply to **bodily injury** resulting from the reasonable use of force to protect persons or property.

Named Insured's Products Violations

arising out of, based upon or attributable to any **named insured's products** manufactured, handled, sold or distributed in knowing or wilful violation of any federal or state law, statute, ordinance or regulation.

Liquor and Drug Liability

arising out of, based upon or attributable to **personal injury**, **property damage** or **advertising injury** for which the **insured** or their indemnitee may be held liable:

- (a) as a person or organization engaged in the business of manufacturing, distributing, selling, or serving alcoholic beverages and/or state approved recreational drugs; or
- (b) as an owner or lessor of premises in which alcoholic beverages and/or state approved recreational drugs are manufactured, distributed, sold or served in violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage and/or state approved recreational drug.

Mobile Equipment

arising out of, based upon or attributable to **personal injury** or **property damage** arising out of:

- (a) the ownership, maintenance, operation, use, loading or unloading of any **mobile equipment** while being used in any prearranged or organized racing, speed, demolition or stunting activity or in practice or preparation for such contest or activity;

- (b) the operation of any snowmobile, moped or motorized bicycle, or trailer for its designated use;
or
- (c) the transportation of **mobile equipment** by any **automobile** owned or operated by or rented or loaned to any **insured**.

Products/Completed Operations Liability Exclusion

for a **product incident**.

Professional Services

arising out of, based upon or attributable to the performance of or failure to perform **healthcare professional services, clinical trial professional services** and/or **professional services**.

Property Damage to Named Insured's Products

arising out of, based upon or attributable to **property damage** to the **named insured's products**, or for the cost of inspecting, repairing or replacing any defective or allegedly defective product or part thereof or for loss of use of any defective or allegedly defective product.

Property Damage to Named Insured's Work

arising out of, based upon or attributable to **property damage** to work performed by or on behalf of the **named insured** arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith.

Recall

arising out of, based upon or attributable to the withdrawal, recall, inspection, repair, replacement, or loss of use of the **named insured's products** or work completed by or for the **named insured** or of any property of which such products or work for a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

Exclusions applicable to Medical Expenses Coverage

In addition to the Exclusions from Cover under the Policy Terms and Conditions, the **insurance company** will not pay **medical expenses** for **bodily injury**:

- (a) to any **insured**;
- (b) to a person hired to do work for or on behalf of any **insured** or a tenant of the **insured**;
- (c) to a person injured on that part of the premises the **named insured** owns or rents that the person normally occupies;
- (d) to a person, whether or not an **employee** of any **insured**, if benefits for the **bodily injury** are payable or must be provided under a workers' compensation or disability benefits law or a similar law;
- (e) to a person injured while taking part in athletics;
- (f) any student;
- (g) excluded under the Exclusions applicable to General Liability and Damage to Rented Premises;
- (h) to any prisoner; or
- (i) arising out of, based upon or attributable to the performance of or failure to perform **healthcare professional services, clinical trial professional services** and/or **professional services**.

Exclusions applicable to Employee Benefits Liability Coverage

In addition to the Exclusions from Cover under the Policy Terms and Conditions, the **insurance company** will not be liable for any **loss** or **claim**:

Available Benefits

arising out of, based upon or attributable to benefits to the extent such benefits are available, with reasonable effort and cooperation of the **insured**, from the applicable funds accrued or other collectible insurance.

Failure to Perform a Contract

arising out of, based upon or attributable to failure of performance of contract by the **named insured**, including failure or insolvency of any **employee benefits program**.

Personal Injury, Property Damage and Advertising Injury

arising out of, based upon or attributable to any actual or alleged **personal injury, property damage** and/or **advertising injury**.

Professional Services

arising out of, based upon or attributable to **healthcare professional services, clinical trial professional services** and/or **professional services**.

Taxes, Fines or Penalties

arising out of, based upon or attributable to taxes, fines, or penalties, including but not limited to those imposed under the Internal Revenue Code or any similar state or local law.

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Beazley Claims Service

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Products/Completed Operations Liability Section

Coverage

Products/Completed Operations Liability

To pay **loss** resulting from any **claim** first made against any **insured** during the **policy period** and reported in accordance with the Claim Requirements and Information Section for a **product incident**.

Exclusions from Cover

In addition to the Exclusions from Cover under the Policy Terms and Conditions, the **insurance company** will not be liable for any **loss, occurrence or claim**:

Aircraft Products

arising out of, based upon or attributable to **aircraft products**, including, but not limited to, consequential loss of use thereof resulting from **grounding**.

Contractual Liability

arising out of, based upon or attributable to any liability assumed by the **insured** under any contract or agreement, either oral or written, including any hold harmless or indemnity agreement.

This Exclusion will not apply:

- (a) to liability assumed under an **insured contract**; or
- (b) to the extent the **insured** would have been liable in the absence of such contract or agreement.

Damage to Property

arising out of, based upon or attributable to **property damage** to:

- (a) property owned, rented or temporarily occupied by the **named insured**;
- (b) premises given away, sold or abandoned by the **named insured**;
- (c) property loaned to the **named insured**;
- (d) personal property in the care, custody and control of the **named insured**;
- (e) that particular part of real property upon which operations are being performed by or on behalf of the **named insured** if such property damage arises out of those operations; or

Paragraph (b) of this Exclusion will not apply if the premises are the **insured's** work and were never occupied, rented or held for rental by the **named insured**.

Paragraph (c), (d) and (e) of this Exclusion will not apply to liability assumed under a sidetrack agreement.

Damage to Property not Physically Injured

arising out of, based upon or attributable to loss of use of tangible property which has not been physically injured or destroyed resulting from:

- (a) a delay in or lack of performance by or on behalf of the **named insured** of any contract or agreement; or
- (b) the failure of the **named insured's products** or operations performed by or on behalf of the **named insured** to meet the level of performance, quality, fitness or durability warranted or represented by the **named insured**.

This Exclusion will not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the **named insured's products** or work performed by or on behalf of the **named insured** after such products or operations have been put to use by any person or organization other than an **insured**.

Expected or Intended Injury

arising out of, based upon or attributable to **personal injury** or **property damage** resulting from the use of force expected or intended from the standpoint of the **insured**.

This Exclusion will not apply to **bodily injury** resulting from the reasonable use of force to protect persons or property.

Named Insured's Products Violations

arising out of, based upon or attributable to any **named insured's products** manufactured, handled, sold or distributed in knowing or willful violation of any federal or state law, statute, ordinance or regulation.

Liquor and Drug Liability

arising out of, based upon or attributable to **bodily injury, personal injury, property damage** or **advertising injury** for which the **insured** or their indemnitee may be held liable:

- (a) as a person or organization engaged in the business of manufacturing, distributing, selling, or serving alcoholic beverages and/or state approved recreational drugs; or
- (b) as an owner or lessor of premises in which alcoholic beverages and/or state approved recreational drugs are manufactured, distributed, sold or served in violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage and/or state approved recreational drug.

Professional Services

arising out of, based upon or attributable to the performance of or failure to perform **healthcare professional services, clinical trial professional services** and/or **professional services**.

Property Damage to Named Insured's Products

arising out of, based upon or attributable to **property damage** to the **named insured's products**, or for the cost of inspecting, repairing or replacing any defective or allegedly defective product or part thereof or for loss of use of any defective or allegedly defective product.

Property Damage to Named Insured's Work

arising out of, based upon or attributable to **property damage** to work performed by or on behalf of the **named insured** arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith.

Recall

arising out of, based upon or attributable to the withdrawal, recall, inspection, repair, replacement, or loss of use of the **named insured's products** or work completed by or for the **named insured** or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

Clinical Trial Professional Liability Section

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Beazley Claims Service

Delivering great claims service is one of Beazley's top priorities. Our Claims Service Standards highlight what our stakeholders can expect when working with our Claims Team – expertise, responsiveness, partnership, fairness, and accountability. Please visit www.beazley.com to read more about our Claims Service Standards under Our Approach to Claims.



Clinical Trial Professional Liability Section

Coverage

Clinical Trial Professional Liability

To pay **loss** resulting from any **claim** first made against any **insured** during the **policy period** and reported in accordance with the Claim Requirements and Information Section for **personal injury** and **financial injury** arising out of a **clinical trial wrongful act**.

Exclusions from Cover

In addition to the Exclusions from Cover under the Policy Terms and Conditions, the **insurance company** will not be liable for any **loss** or **claim**:

Advertising Injury

arising out of, based upon or attributable to any **advertising injury**.

Contractual Liability

arising out of, based upon or attributable to any contractual liability or obligation, including any breach of contract or agreement, either oral or written.

This Exclusion will not apply to the extent the **insured** would have been liable in the absence of such liability or obligation.

Future Profits

arising out of, based upon or attributable to any alleged or actual future royalties or future profits, restitution, disgorgement of profits by any **insured**.

Healthcare Professional Services and Professional Services

arising out of, based upon or attributable to **healthcare professional services** and **professional services**.

Inaccurate Description

arising out of, based upon or attributable to any actual or alleged inaccurate, inadequate, or incomplete description of the price of goods, products or services; or as a result of the **insured's** cost guarantees, cost representations, contract price, or estimates of probable costs or cost estimates being exceeded.

Market Value Loss

arising out of, based upon or attributable to any loss sustained or alleged to have been sustained through the fluctuation in the market value of any security or property, including real property.

Property Damage

arising out of, based upon or attributable to any **property damage**.

Recall

arising out of, based upon or attributable to the withdrawal, recall, inspection, repair, replacement, reproduction, removal or disposal of any work product, including when resulting from or incorporating the results of **clinical trial professional services**.

This Exclusion will not apply to loss of use of such work product resulting from or incorporating the results of **clinical trial professional services**.

Return Fees

arising out of, based upon or attributable to any return or offset of fees, charges, or commissions for goods or services already provided or contracted to be provided.

Specific Professional Services

arising out of, based upon or attributable to the performance of or failure to perform the professional services in the following areas:

- (a) Accounting;
- (b) Insurance;
- (c) Actuarial;
- (d) Legal;
- (e) Architectural and Engineering; or
- (f) Surveying.
- (g) Real estate agent or broker

This Exclusion applies regardless of whether a **Claim** or suit is brought by any client of an **Insured** or by any other person or organization, and regardless of whether any such professional services is ordinary to any **Insured's** profession.

Unapproved Clinical Trials

arising out of, based upon or attributable to any **clinical trial** if:

- (a) such **claim** arises out of any exposure to **biologics, pharmaceuticals, nutraceuticals, medical devices** or any other product or procedure, upon or within human beings, during the **clinical trial** unless the exposure has been approved by the governmental or regulatory authority having jurisdiction over the **clinical trial**; or
- (b) the act, error or omission takes place after any governmental or regulatory authority having jurisdiction over the **clinical trial**:
 - i. places or imposes a hold on the clinical trial;
 - ii. withdraws approval of an Investigational New Drug Application, Investigational Device Exception Application or similar authorization applicable to the clinical trial; or
 - iii. directs or order that the **clinical trial** be discontinued.

Warranties or Guarantees

arising out of, based upon or attributable to an express or implied warranty or guarantee, or breach of contract in respect of any agreement to perform work for a fee.

Sexual/Physical Misconduct Section

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Sexual/Physical Misconduct Section

Coverages

Sexual & Physical Misconduct

To pay **loss** resulting from any **claim** first made against any **insured** during the **policy period** and reported in accordance with the Claim Requirements and Information Section for a **sexual/physical misconduct incident** which occurs on or after the **retroactive date** and before the end of the **policy period**.

Exclusions from Cover

In addition to the Exclusions from Cover under the Policy Terms and Conditions, the **insurance company** will not be liable for any **loss, occurrence** or **claim**:

Contractual Liability

arising out of, based upon or attributable to liability of others assumed by the **insured** under any contract or agreement, either oral or written, including any hold harmless or indemnity agreements.

Criminal Defense Costs

or any criminal defense costs of any individual or individuals, and to any other costs associated with a criminal trial including appeals.

Alienation of Affection

arising out of, based upon or attributable to any act of interfering with an affectionate relationship so that one person loses affection of the other.

Employees, Volunteers or Subcontractors

arising out of, based upon or attributable to any **sexual/physical misconduct incident** to any **employee** or volunteer worker of the **insured** or any subcontractors of the **insured**.

Insured Knowledge

arising out of, based upon or attributable to any **sexual/physical misconduct incident** which the **insured** (a) knew or should have known about the **sexual/physical misconduct incident** but failed to prevent or stop it; or (b) knew or should have known that the specific individual **insured** who allegedly committed the **sexual/physical misconduct incident** had a prior history of sexual or physical misconduct or allegations of sexual or physical misconduct.

This Exclusion applies irrespective of the Innocent Insured clause as stated in the Policy Terms and Conditions.