



Allied Healthcare Professional Liability and General Liability

Policy Form

About this Policy

This is a **Claims Made Policy** in which **Claim Expenses** are included within the **Limit of Liability** unless otherwise noted. Please read the entire policy carefully and consult with your insurance broker or advisor. Those words (other than the words in the captions) which are printed in **Boldface** are defined in the Policy.

In consideration for the payment of premium and in reliance on the statements made and information provided to Underwriters, including but not limited to the statements made and information provided in and with the **Application** which is made a part of this Policy, as well as subject to the Limits of Liability, the Deductible and all of the terms, conditions, limitations and exclusions of this Policy, Underwriters and the **Insured** agree as follows:

I. Insuring Agreements

A. Claims Made Professional Liability

Underwriters will pay on behalf of the **Insured** all **Damages** and **Claim Expenses** in excess of the Deductible and subject to the applicable Limit of Liability that the **Insured** becomes legally obligated to pay as a result of any covered **Claim** that is first made against the **Insured** during the **Policy Period** or during any properly exercised and applicable **Extended Reporting Period**, for any **Wrongful Act** by the **Insured** or by anyone for whom the **Insured** is legally responsible, provided, however, that such **Wrongful Act** was committed or allegedly committed on or after the **Retroactive Date** set forth in Item 8a. of the Declarations and further provided that the **Insured** had no knowledge of the actual or alleged **Wrongful Act** prior to the inception date of this Policy or if this is a renewal policy issued by the Underwriters, as of the inception date of the initial Policy issued to the **Named Insured** by Underwriters.

B. Claims Made General Liability

Underwriters will pay on behalf of the **Insured** all **Damages** and **Claims Expenses** in excess of the Deductible and subject to the applicable Limit of Liability that the **Insured** becomes legally obligated to pay as a result of any covered **Claim** that is first made against the **Insured** during the **Policy Period** or during any properly exercised and applicable **Extended Reporting Period** for **Bodily Injury, Personal Injury or Property Damage** caused by an **Accident** that took place on or after the **Retroactive Date** set forth in item 8b. of the Declarations and further provided that the **Insured** had no knowledge of the **Accident** or the possibility of a **Claim** against the **Insured** based on such **Accident** prior to the inception of this Policy or if this is a renewal policy issued by the Underwriters, as of the inception date of the initial policy issued to the **Named Insured** by Underwriters, and further provided that solely with respect to **Products and Completed Operations Hazards**, such **Bodily Injury, Personal Injury or Property Damage** arises out of only the operations, good or products of the **Named Insured**.

II. Defense and Settlement

Underwriters shall have the right and the duty to defend any covered **Claim**, including but not limited to the appointment of legal counsel, subject to the Limits of Liability, the Deductible and all applicable terms and conditions of this Policy, even if such **Claim** is groundless, false, or fraudulent. Underwriters shall not be obligated to settle any **Claim**, pay any **Damages** or **Claim Expenses**, or continue to defend any **Claim** after the applicable Limit of Liability has been exhausted.

The **Insured** may request in writing the right to appoint defense counsel to defend any covered **Claim**, but only with the prior written consent of Underwriters, who shall have the sole discretion to consent to such an appointment. The appointment by the **Insured** of defense counsel pursuant to this provision shall not waive or alter the rights of Underwriters with respect to review and determination as to the reasonableness of any **Claim Expenses** presented for payment, nor shall it waive or modify the rights of Underwriters to coordinate with and receive the cooperation of the



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Insured and the appointed counsel as to any **Claim**.

Underwriters shall not settle any **Claim** without the consent of the **Insured**. If, however, the **Insured** shall refuse to consent to any settlement recommended by Underwriters and elect to contest the **Claim** or continue any legal proceedings in connection with such **Claim**, then Underwriters' liability for the **Claim** shall not exceed the amount for which the **Claim** could have been so settled plus **Claim Expenses** incurred up to the date of such refusal. Such amounts are subject to the applicable Limits of Liability.

III. Assistance and Cooperation from the Insured

Underwriters shall have the right to investigate and to solicit settlement demands or proposals as to any covered **Claim** as Underwriters deem reasonable and the **Insured** shall, as a condition to any coverage under this Policy, have the duty to cooperate with Underwriters in such investigation and in the solicitation of settlements demands or proposals. The **Insured** shall:

1. upon request, submit to examination and interrogation under oath by Underwriters' representatives;
2. attend hearings, depositions and trials as requested by Underwriters;
3. assist in securing and giving evidence and obtaining the attendance of witnesses;
4. provide written statements to Underwriters' representative and meet with such representative for the purpose of investigation and/or defense, all without charge to Underwriters.

IV. Exclusions

A. With respect to both Insuring Agreements A. and B, this Policy does not apply to any Claim:

1. alleging fraud, dishonesty, criminal conduct, or any knowingly wrongful, malicious, or deliberate acts or omissions, provided, however, that Underwriters will pay **Claim Expenses** in the defense of **Claims** alleging such conduct in the performance by the **Insured** of **Professional Services** unless and until there is a final adjudication establishing that the **Insured** committed such conduct and further provided that:
 - a. notwithstanding the above, Underwriters shall have no obligation to provide a defense or pay **Claim Expenses** for or relating to any criminal investigation, grand jury proceeding, or criminal action; and
 - b. this exclusion shall not apply to any **Individual Insured** who is the subject of a **Claim**, other than any criminal investigation, grand jury proceeding, or criminal action to which the above Part 1.a. shall apply, but who did not commit or participate in such fraudulent, dishonest, criminal, or knowingly wrongful, malicious or deliberate acts or omissions;
2. based upon or arising out any actual or alleged unlawful discrimination by any **Insured**, including but not limited to any actual or alleged violations of federal, state, or municipal statutes, regulations, rules, or ordinances;
3. brought by one **Insured** or **Affiliate** against another **Insured** or **Affiliate**;
4. based upon or arising out of **Bodily Injury** and/or **Personal Injury** of any **Employee, Leased Worker** or **Volunteer Worker** of the **Insured** arising out of and in the course of employment by the **Insured**;
5. based upon or arising out of any sexual misconduct, sexual abuse, and/or child abuse;
6. based upon or arising out of any obligation for which the **Insured** or any other insurer may be liable under workers' compensation, unemployment compensation, disability benefits or any similar law;



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7. based upon or arising from any actual or alleged violation of any federal, state, local or common law antitrust, restraint of trade, unfair competition, price-fixing, or similar statute, ordinance, regulation or rule;
 8. based upon, arising out of or attributable to the actual or alleged infringement of any copyright, trademark, trade dress, trade name, service mark, service name, title, slogan or patent;
 9. based upon or arising out of the liability of others that is assumed by any **Insured** under any contract or agreement unless such liability would have attached to the **Insured** even in the absence of such contract or agreement;
 10. arising out of the actual, alleged or threatened existence, discharge, dispersal, seepage, migration, release or escape of **Pollutants** at any time, including, but not limited to any loss, cost or expense arising out of any:
 - a. request, demand or order that any **Insured** or any other person or entity test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the existence, non-existence or effects of **Pollutants**;
 - b. **Claim** by or on behalf of a governmental authority or any other person or entity for **Damages** because of testing for, identifying, detecting, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, communicating information about, responding to, or assessing the existence, non-existence or effects of **Pollutants**, including the failure to perform any of these activities;
 11. based upon or arising out of the exposure to, the release, dispersal, seepage migration, discharge, appearance, presence or growth of, or the discovery or failure to discover, test, monitor, assess, remove, contain, neutralize, remediate or rehabilitate any organic growths, including but not limited to molds, spores, or fungi, unless such **Claim** is made under Insuring Agreement A. for the performance or failure to perform those **Professional Services** set forth in Item 3. of the Declarations;
 12. based upon or arising from any war, whether or not declared, civil war, insurrection, rebellion, or revolution, or to any act or condition incident to any of the foregoing.
- B. With respect to Insuring Agreement A., this Policy does not apply to any Claim:**
1. based upon or arising from any **Managed Care Services**;
 2. against any **Insured** who is a physician, surgeon or dentist arising out of the rendering of or failure to render **Professional Services** in his/her capacity as a physician, surgeon or dentist;
 3. based upon or arising out of any warranty or guarantee of cure or success of treatment alleged to have arisen out of any brochure or advertisement;
 4. based upon or arising out of any actual or alleged violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974, or amendments thereto or similar provisions of any federal, state or local statutory law or common law;
 5. based upon or arising out of any violation of the Securities Act of 1933 as amended; the Securities Exchange Act of 1934 as amended; any state blue sky or securities laws or amendments thereto; any similar state or federal laws or amendments thereto; or any regulation issued pursuant to any of the foregoing statutes;
 6. based upon or arising out of any actual or alleged violation of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1961 et seq., or any similar state or local statute or law and any amendments thereto, or any rules or regulations promulgated thereunder;
 7. covered under any other Insuring Agreement of this Policy;



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- C. **With respect to Insuring Agreement B, this Policy does not apply to any Claim:**
1. based upon or arising out of the rendering of or failure to render **Professional Services**;
 2. based upon or arising out of any **Bodily Injury, Personal Injury or Property Damage** resulting from the use of force which was expected or intended by the **Insured**, but this exclusion shall not apply to **Personal Injury or Property Damage** resulting from the use of reasonable force to lawfully protect person or property;
 3. based upon or arising out of the exposure to, the release, dispersal, seepage migration, discharge, appearance, or presence of, or the discovery or failure to discover, test, monitor, assess, remove, contain, neutralize, remediate or rehabilitate any material, article, area, or structure in relation to asbestos;
 4. based upon or arising out of the ownership, maintenance, operation, use, loading, or unloading of any automobile, aircraft, watercraft, or **Mobile Equipment** on premises owned, rented, or controlled by or loaned to the **Insured**, but this exclusion shall not apply to the parking of any Automobile on premises owned, rented, or controlled by the **Named Insured**, if such Automobile is not owned, rented, or controlled by or loaned to any **Insured**;
 5. based upon or arising out of **Property Damage** to the **Named Insured's Products**, or for the cost of inspecting, repairing, recalling or replacing any allegedly defective product or part thereof, or for the loss of use thereof;
 6. covered under any other Insuring Agreement of this Policy.

V. Definitions

- A. **Accident** means, only as to the coverage afforded by Section I. B. of this Policy, an event or happening, including continuous or repeated exposure to substantially the same general harmful condition, which results in **Bodily Injury, Personal Injury or Property Damage** sustained after the **Retroactive Date** stated in Item 8.b. of the Declarations which is neither expected nor intended by the **Insured**.
- B. **Application** means the signed application for the Policy including any attachments and other materials submitted in conjunction with the signed **Application**. The **Application** shall be deemed a part of this Policy as if physically attached.
- C. **Affiliate** means any person or entity, which is related to any **Insured** through common ownership, control or management. **Affiliate** shall not include **Subsidiary**.
- D. **Bodily Injury** means physical injury, sickness, disease or death of a person, or mental injury, mental anguish, emotional distress, pain or suffering, or shock sustained by a person resulting therefrom.
- E. **Claim** means any notice received by the **Insured** of a demand for **Damages** or for non-monetary relief based on any actual or alleged **Wrongful Act** as to coverage afforded under Section I.A., or based on any covered **Accident** as to coverage afforded under Section I.B., whether or not the nature or extent of the **Damages** or non-monetary relief is known or asserted at the time of receipt of any notice.
- F. **Claim Expenses** means all reasonable and necessary fees, costs and expenses, including the fees of attorneys and experts, incurred by or on behalf of Underwriters in the investigation, defense, appeal and settlement of a **Claim** against the **Insured**; all other reasonable and necessary fees, costs and expenses incurred by the **Insured** with the written approval of Underwriters; and premiums on appeal bonds, attachment bonds or similar bonds, however, Underwriters shall have no obligation to apply for or furnish any such bonds; provided, however, **Claim Expenses** shall not include and no coverage shall be afforded for:
1. salaries, wages or expenses of **Individual Insureds**;



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2. the loss of earnings of the **Named Insured** or any **Individual Insured** except to the extent such constitutes **Supplemental Payments** pursuant to Section VII.C. of this Policy; or
 3. the defense of any criminal investigation, criminal grand jury proceeding, or criminal action.
- G. **Completed Operations Hazard** means **Bodily Injury, Personal Injury** and **Property Damage** arising from completed or abandoned operations, but only where the **Accident** takes place away from premises owned or rented by the **Insured**. For purposes of this definition, operations shall be deemed to be completed at the earliest occurring of the following:
1. when all operations to be performed by or on behalf of the **Insured** are completed;
 2. when all operations to be performed by or on behalf of the **Insured** at the location of the operations have been completed; or
 3. when the portion of the work out of which the **Bodily Injury, Personal Injury** or **Property Damage** arises has been put to its intended use by a party other than a contractor or subcontractor engaged in performing operations for a party as a part of the same project.
- H. **Damages** means a monetary judgment or award the **Insured** is legally obligated to pay for any covered **Claim** (including pre- or post-judgment interest) or a settlement negotiated by Underwriters with the consent of the **Insured**, provided, however, **Damages** shall not include and no coverage shall be afforded for:
1. any fines, penalties, taxes, sanctions or that portion of any multiplied damages award which exceeds the damage award so multiplied;
 2. any punitive or exemplary damages, provided, however, that, if such damages are otherwise insurable under applicable law and regulation, Underwriters will pay an award of punitive or exemplary damages made against the **Insured** for or based upon a **Wrongful Act** in the performance of **Professional Services**, in excess of the Deductible and up to a maximum sum of \$250,000. The enforceability of this section shall be governed by such applicable law that most favors coverage for punitive damages. This limit shall be a part of and not in addition to the Limits of Liability set forth Item 4. of the Declarations;
 3. the return or restitution of fees, commissions, profits, or charges for goods provided or services rendered; or
 4. any amounts deemed uninsurable by the law pursuant to which this Policy is construed.
- I. **Employee** means any person who has been hired by the **Named Insured** to perform services, who has an assigned work schedule, and appears on the regular payroll of the **Named Insured** with applicable federal, state and local taxes withheld. **Employee** does not include independent contractors.
- J. **Insured** means any of the following:
1. the **Named Insured**;
 2. any past, present or future partner, director, officer, member, department head, chief of staff, board member, **Employee, Leased Worker** or **Volunteer Worker**, solely while acting within the scope of his/her duties as such;
 3. any Medical Director solely while acting within the scope of his/her administrative duties on behalf of the **Named Insured**, which shall include establishing protocol, serving on the governing board of the **Named Insured** or similar professional board or committee and/or any other medical task that does not involve diagnosis, medical or dental care, or



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- any other patient specific medical direction;
4. any student, solely while acting within the scope of his/her duties as such, while enrolled in a formal training program related to the **Professional Services**, and only while under the direction of the **Named Insured**;
 5. a **Joint Venture** in which the **Named Insured** participates as a joint venturer pursuant to a written joint venture agreement, but only with respect to the liability imposed on the **Named Insured** for its participation in such **Joint Venture** and only with respect to **Wrongful Acts** committed or allegedly committed by the **Named Insured**. This definition does not extend coverage and no coverage will be provided for **Damages** or **Claim Expenses** to the **Joint Venture** itself or any other entity or individual that is part of the **Joint Venture**.
- K. **Joint Venture** means a business endeavour, confirmed in a written agreement, between the **Named Insured** and one or more entities or individuals in which the **Named Insured's** participation is the performance of **Professional Services**.
- L. **Leased Worker** means a person leased to the **Named Insured** by a labor leasing firm to perform duties related to the **Named Insured's** performance of **Professional Services** and only while under the **Named Insured's** direction. **Leased Workers** do not include independent contractors.
- M. **Managed Care Services** means all services and activities performed in the management and administration of health care plans, programs, or products, including but not limited to the advertising, marketing, distributing and selling of such health care plans, programs, or products; the seeking, establishing, negotiating, or terminating of preferred provider or other relationships or networks for or on behalf of such health care plans, program, or products; and the receipt, investigation, assessment, adjustment, determination, payment, or denial of requests for benefits under such health care plans, programs, or products.
- N. **Mobile Equipment** means any type or form of land vehicle and attached equipment or machinery, including, but not limited to cars, vans, trucks, bulldozers, forklifts, snowmobiles, trailers, power cranes, shovels, diggers, drills, loaders, pavers, graders, cherry pickers, mowers, and farm machinery.
- O. **Named Insured** means the individual, corporation, partnership, limited liability company, limited partnership, or other entity named in Item 1. of the Declarations.
- P. **Named Insured's Products** means those products or goods manufactured, sold, handled, or distributed by the **Named Insured** or by others pursuant to license or authorization of the **Named Insured**, including any container of the products or goods, other than a vehicle, but such shall not include any vending machine or other dispensing mechanism or property rented to or located for the use of others, but not sold.
- Q. **Personal Injury** means the following:
1. False arrest, detention or imprisonment;
 2. Malicious prosecution;
 3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of premises that a person occupies, committed by or on behalf of its owner, landlord, or lessor;
 4. Oral or written publication or material that violates a person's right of privacy.
- R. **Policy Period** means the period of time specified in Item 7. of the Declarations.
- S. **Products Hazard** means **Bodily Injury** or **Property Damage** taking place after the **Retroactive Date** arising out of the manufacture, use, sale, or distribution of only the **Named**



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Insured's Products, including warranties or representations made at any time after the **Retroactive Date** with respect to the fitness, quality, durability, performance, or use of the **Named Insured's Products** and the providing or failure to provide instructions relating thereto, but only where such **Bodily Injury** or **Property Damage** takes place away from premises owned or rented by the **Insured**.

- T. **Pollutants** means any solid, liquid, gaseous or thermal irritant, contaminant or toxin, including but not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals, metals, silica, lead, lead compounds or materials containing lead, radon, asbestos, electromagnetic radiation, or waste of any like substances. In addition to pollutants to be disposed of, waste also includes materials to be recycled, reconditioned or reclaimed.
- U. **Property Damage** means physical loss of or physical damage to or destruction of any property including the loss of use thereof.
- V. **Professional Services** means only those services set forth in Item 3. of the Declarations, as performed by or on behalf of the **Named Insured**.
- W. **Retroactive Date** means the date specified in Item 8. of the Declarations.
- X. **Subsidiary** means any entity which the **Named Insured** owns more than 50% of the issued and outstanding voting securities, either directly or indirectly through one of more of its **Subsidiaries**.
- Y. **Volunteer Worker** means any person, who is not an **Employee**, providing services and/or labor for or on behalf of the **Named Insured**, whose activities are supervised and directed by the **Named Insured** and is not compensated for such services and/or labor.
- Z. **Wrongful Act** means any actual or alleged negligent act, error, omission, breach of duty, **Bodily Injury** or **Personal Injury** committed or alleged to have been committed by the **Insured**, but solely in the performance of the **Professional Services** as shown in Item 3. of the Declarations.

VI. Limits of Liability and Deductible

A. Insuring Agreement A.: Professional Liability

The Limit of Liability shown in Item 4.a. of the Declarations as to coverage afforded under Section I.A. of the Policy and applicable to "Each **Claim**," is the maximum amount that Underwriters are or can be liable for **Damages, Claim Expenses** and **Supplemental Payments** for each covered **Claim** first made against the **Insured** during the **Policy Period** or **Extended Reporting Period**, if applicable, regardless of when such payments are made.

B. Insuring Agreement B.: General Liability

1. The Limit of Liability shown in Item 4.b.. of the Declarations as to coverage afforded under Section I.B. and applicable to "Each **Claim**" and is the maximum amount that Underwriters are or can be liable to pay for all **Damages, Claim Expenses** and **Supplemental Payments** for each covered **Claim** resulting from any one **Accident**, provided however, the **Claim** is first made against the **Insured** during the **Policy Period** or **Extended Reporting Period**, if applicable, regardless of when such payments are made.
2. The Limit of Liability shown in Item 4.b(i) of the Declarations as to coverage afforded under Section I.B. is the maximum amount that Underwriters are or can be liable for **Claims** arising out of **Property Damage** to any one premise rented to the Insured, provided however, the **Claim** is first made against the **Insured** during the **Policy Period** or **Extended Reporting Period**, if applicable, regardless of when such payments are made.



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3. The Limit of Liability shown in Item 4.b(ii) of the Declarations as to coverage afforded under Section I.B. is the maximum amount that Underwriters are or can be liable for all medical expenses for **Bodily Injury** as a result of an **Accident**, and is applicable to each injured person, provided however, the **Claim** is first made against the **Insured** during the **Policy Period** or **Extended Reporting Period**, if applicable, regardless of when such payments are made.
- C. The Limit of Liability shown in Item 4.c. of the Declarations applicable to the "Aggregate for all **Claims**" is subject to Sections VI. A. and VI.B. above and is the maximum amount that Underwriters are or can be liable for all **Claims** first made against the **Insured** during the **Policy Period** or **Extended Reporting Period**, if applicable, regardless of when such payments are made.
- D. The amount shown in Item 5. of the Declarations as the Deductible is the amount payable by the **Insured** for each **Claim**, including **Damages** and **Claim Expenses**. The Deductible shall be payable by the **Insured** before any payments are made by Underwriters towards any **Damages** or **Claim Expenses**.
- E. All **Claims** based upon or arising out of any and all continuous, repeated or related **Wrongful Acts** or **Accidents** committed or allegedly committed by one or more of the **Insureds** shall be considered a single **Claim** first made against the **Insured** on the date when the first of such **Claims** was first made against and received by the **Insured**, or when notice of such continuous, repeated or related **Wrongful Acts** was first reported to the applicable insurer. If the **Claims** are deemed to have been first made against the **Insured** during this Policy, such will be deemed to be a single **Claim** for all purposes, including but not limited to, the applicability of one Deductible and the Limit of Liability per **Claim** as set forth in Section VI.A. and VI.B. above and in Item 4.a. and 4.b. of the Declarations.

VII. Extensions of Coverage

A. Estates, Heirs, and Legal Representatives

In the event of the death or incapacity of an **Individual Insured**, or the bankruptcy of an **Insured**, any **Claim** made against any of the heirs, executors, administrators, trustees in bankruptcy, assignees and legal representatives of any **Insured**, based upon actual or alleged **Wrongful Acts** of such **Insured**, shall be deemed to be a **Claim** against such **Insured** for the purposes of this Policy.

B. Spousal Liability

If a **Claim** is asserted against the lawful spouse of any **Individual Insured** solely as a result of:

1. the status of the spouse as spouse of any Individual Insured; or
2. the ownership interest of the spouse in property which the claimant seeks as recovery for actual or alleged Wrongful Acts of any Individual Insured;

then, such **Claim** shall be deemed a **Claim** against the **Individual Insured** for the purpose of this Policy; provided, however, that, subject to all of the terms, conditions, limitations, restrictions and exclusions of this Policy, coverage shall only apply to **Claims** for actual or alleged **Wrongful Acts** of the **Insured** and no coverage will be provided for any **Claim** for any actual or alleged **Wrongful Acts** of the spouse.



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C. Supplemental Payments

Underwriters will pay the reasonable expenses incurred by the **Insured**, including loss of wages, if the **Insured** is required by Underwriters to attend arbitration proceedings or trial in the defense of a covered **Claim**. Such payments made by Underwriters are subject to the following:

1. The maximum reimbursement for such expenses shall not exceed \$250 per day for each **Insured** who attends such proceedings at Underwriters' request;
2. Underwriters' maximum total liability for such reimbursement shall not exceed \$5,000 per **Claim** regardless of the number of **Insureds** who attend such proceedings at Underwriters' request;
3. Such payments shall be part of and shall reduce the available Limit of Liability; and
4. The Deductible amount applicable to each **Claim** including **Claim Expenses** shall not apply to the payments made by Underwriters pursuant to this provision of this Policy.

VIII. Extended Reporting Period

- A. If Underwriters or the **Named Insured** cancels or nonrenews this Policy, then the **Named Insured** shall have the right, upon payment of the applicable additional premium, to an extension of the coverage granted by this Policy during the period set forth in Item 12. of the Declarations, which period shall be referred to as the **Extended Reporting Period**. This **Extended Reporting Period** will apply only to **Claims** first made against the **Insured** during the **Extended Reporting Period** for or based upon **Wrongful Acts** committed or allegedly committed prior to such effective date of cancellation or nonrenewal and otherwise covered by this Policy. The right to purchase the **Extended Reporting Period** shall not apply if this Policy is cancelled by Underwriters for nonpayment of premium.
- B. As a condition precedent to the right to purchase the **Extended Reporting Period** the total premium for this Policy must have been paid prior to the expiration date of this Policy. The right to purchase the **Extended Reporting Period** shall lapse unless a written notice of the election of the **Extended Reporting Period**, together with full payment of the additional premium for the **Extended Reporting Period**, is received by Underwriters within 30 days after the effective date of cancellation or the expiration date of this Policy. In the event such written notice of election and the payment of the additional premium are not received by Underwriters within such 30-day period, there shall be no right to purchase the **Extended Reporting Period** at a later date.
- C. If the **Extended Reporting Period** is purchased, the entire premium shall be deemed earned at its commencement without any obligation by Underwriters to later return any portion thereof.
- D. The Limits of Liability available during the **Extended Reporting Period** shall be the remaining available Limits of Liability under this cancelled or nonrenewed Policy. There shall be no separate or additional Limit of Liability available for the **Extended Reporting Period** and the purchase of the **Extended Reporting Period** shall in no way increase the Limits of Liability set forth in Item 4. of the Declarations.

IX. Conditions

- A. **Reporting of Claims:** In the event a **Claim** is first made against any **Insured**, the **Insured**, as a condition precedent to any right to coverage under this Policy, shall:
1. give written notice which shall include any and all documents, including every demand, notice, summons or other applicable information received by the **Insured** or by the **Insured's** representatives, to the representative of Underwriters set forth in Item 6. of the Declarations of any such **Claim** as soon as practicable;



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2. provide immediate notice in writing to the representative of Underwriters set forth in Item 6. of the Declarations of receipt of any summons, arbitration demand, or notice of any legal, quasi-legal, or other adjudicatory or adversarial proceeding.

If the **Insured** has the right to either accept or reject the arbitration of any **Claim**, the **Insured** shall exercise such right only with the prior written consent of Underwriters.

- B. **Notice of Potential Claims:** If, during the **Policy Period** an **Insured** first becomes aware of a **Wrongful Act** or specific **Accident** to which Section I.A. or I.B. of this Policy applies, and which **Wrongful Act** or specific **Accident** might subsequently give rise to a **Claim**, the **Insured** may give written notice to Underwriters of a potential **Claim** during the **Policy Period**. Such notice must include:

1. the identity of the potential claimant;
2. the identity of the person(s) who allegedly committed or was responsible for the **Wrongful Act** or specific **Accident**;
3. the date of the alleged **Wrongful Act** or specific **Accident**;
4. the injury or damage which has or may result from such **Wrongful Act** or specific **Accident**;
5. any written notice from the potential claimant describing the **Wrongful Act** or specific **Accident**.

If this notice is submitted to Underwriters during the **Policy Period**, then any **Claim** that is subsequently made against the **Insured** arising from the **Wrongful Act** or specific **Accident** about which notice was given to Underwriters shall be deemed for the purpose of this Policy to have been first made during the **Policy Period**. This provision shall not apply to, nor shall the reporting of potential **Claims** be permitted during the **Extended Reporting Period**.

- C. The **Insured** shall not, except at its own cost, make any payment, incur any expense, admit any liability, settle any **Claim**, or assume any obligation without the prior written consent of Underwriters.
- D. **Action Against Underwriters:** No action shall be taken against Underwriters unless, as a condition precedent thereto, there shall have been full compliance by the **Insured** with all the terms and conditions of this Policy; nor shall any such action be taken against Underwriters until the amount of the **Insured's** obligation to pay shall have been finally determined either by judgment against the **Insured** after actual trial, or by written agreement of the **Insured**, the claimant and Underwriters. No person or organization shall have any right under this Policy to join Underwriters as a party to any **Claim** against the **Insured** nor shall Underwriters be impleaded by the **Insured** or their legal representatives in any such **Claim**.
- E. **Trade Sanctions:** This Policy does not apply to the extent any trade or economic sanctions, or other laws or regulations prohibit the Underwriters from providing insurance, including, but not limited to, the payment of any claims.
- F. **Other Insurance:** This Policy shall be excess insurance over any other valid and collectable insurance available to the **Insured**, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as a specific excess insurance over the Limit of Liability provided in this Policy.
- G. **Subrogation:** In the event of any payment under this Policy, Underwriters shall be subrogated to the extent of such payment to all of the **Insured's** rights of recovery thereof, and the **Insured** shall execute all papers required and do everything that may be necessary to secure and preserve such rights, including but not limited to the execution of such documents necessary to enable the Insurer to effectively bring suit in Underwriters' name. The **Insured** shall do nothing to prejudice such rights without first obtaining the written consent of Underwriters. Any recovery shall first be paid to Underwriters to the extent of any



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Damages or Claim Expenses paid by Underwriters, with the balance paid to the **Insured**. However, no subrogation shall be had against any **Insured**.

- H. **Cancellation:** This Policy may be cancelled by the **Named Insured** by giving advance written notice to Underwriters stating when thereafter such cancellation shall be effective. This Policy may also be cancelled by Underwriters by mailing to the **Named Insured** by registered, certified or other first class-mail, at the **Named Insured's** address shown in Item 2 of the Declarations, written notice stating when not less than sixty (60) days thereafter [or ten (10) days thereafter when cancellation is due to nonpayment of premium], the cancellation shall be effective. The mailing of such notice shall be sufficient proof of notice and this Policy shall terminate at the date and hour specified in such notice. If this Policy shall be cancelled by the **Named Insured**, Underwriters shall retain the customary short rate proportion of the premium provided, however, that the **Named Insured** shall not be entitled to any return premium upon cancellation and the premium shall be deemed to have been fully earned if, at the time of the effective date of cancellation, the full limits of liability of the policy have been either paid or have been the subject of an obligation or commitment by Underwriters to pay. Payment or tender of any unearned premium by Underwriters shall not be a condition precedent to the effectiveness of the cancellation, but such payment shall be made as soon as practicable.
- I. **Alteration and Assignment:** No change in, modification of, or assignment of interest under this Policy shall be effective unless made by written endorsement to this Policy signed by an authorized representative of Underwriters. Notice to or knowledge received by any representative of Underwriters or by any other person regarding any such change, modification, or assignment shall not be effective to stop Underwriters from asserting any rights under this Policy, unless such is made by written endorsement signed by an authorized representative of Underwriters.
- J. **Warranties and Covenants:** The **Insured** warrants, which warranties are a condition for any of Underwriters' obligations hereunder:
1. that the statements made in the **Application** and in its attachments and any materials submitted therewith are true and are the basis of the Policy and are to be considered as incorporated into and constituting a part of this Policy;
 2. that the statements made in the **Application** and in its attachments and any materials submitted therewith are their representations; that they shall be deemed material to the acceptance of the risk assumed by Underwriters under the Policy and that this Policy is issued in reliance upon the truth of such representations; and
 3. that in the event the **Application**, including its attachments and any materials submitted therewith, contains misrepresentations which materially affect either the acceptance of the risk assumed by Underwriters under this Policy, this Policy shall be void and of no effect whatsoever.
- K. **Bankruptcy or Insolvency:** The bankruptcy or insolvency of the **Insured** shall not relieve Underwriters of any of their obligations under this Policy.
- L. **Territory:** This Policy shall apply worldwide, provided that any action, arbitration, or other proceeding for, in relation to, or arising from the **Claim** is brought within the United States, its territories or possessions, or Canada.
- M. **False or Fraudulent Claims:** If any **Insured** shall commit fraud in proffering any claim as regards amount or otherwise, this Insurance shall become void as to such **Insured** from the date such fraudulent claim is proffered.



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- N. **Titles:** Titles of sections of this Policy are inserted solely for convenience of reference and shall not be deemed to limit, expand or otherwise affect the provisions to which they relate.

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