



H O U S T O N C A S U A L T Y C O M P A N Y

Houston, Texas

YOUR INSURANCE POLICY

From

NAS Insurance Services, Inc.

16501 Ventura Blvd., Suite 200, Encino, CA 91436

SPECIMEN

THIS POLICY CONSISTS OF:

- DECLARATIONS
- COMMON POLICY CONDITIONS (WHERE APPLICABLE)
- ONE OR MORE COVERAGE PARTS. A COVERAGE PART CONSISTS OF:

- ONE OR MORE COVERAGE FORMS
- APPLICABLE FORMS AND ENDORSEMENTS

DECLARATIONS

Renewal of: <f1>

Policy No. <<f2>>

**PROFESSIONAL AND GENERAL LIABILITY INSURANCE POLICY
CLAIMS MADE AND REPORTED COVERAGE**

1. INSURED:

- (a) **Named Insured:** <f3> <f4>
- (b) **Named Insured's Address:** <f5> <f6>
 <f7>, <f8> <f9>

2. POLICY PERIOD:

From: <f10> to <f11> both days at 12:01 A.M. Local Standard Time at the Named Insured's address shown in Item 1(b) of the Declarations.

3. DESCRIPTION OF OPERATIONS: <f12>

4. LIMIT OF LIABILITY:

- Professional Liability: \$<f13> Each **Claim**/\$<f14> <f20> Aggregate Liability
- General Liability: \$ <f15> Each **Claim**
- Products/Completed Operations: \$ <f16> Each **Claim**
- Personal/Advertising/Legal Liability: \$ <f17> Each **Claim**
- Fire Legal Liability: \$ <f18> Each **Claim**
- Medical Payments: \$ <f19> Each **Claim**
- Combined Policy Aggregate Limit of Liability: \$ <f14> <f20>

5. SELF-INSURED RETENTION: \$ <f21> Each **Claim**

6. RETROACTIVE DATE: <f22> - Professional Liability
 <f23> - General Liability

7. PREMIUM FOR THIS POLICY: \$ <f50>

8. ENDORSEMENTS ATTACHING TO THE POLICY:

Policy form **PHC01-0407** and Application Form **AHC01-0606** dated <f26> and all its attachments are hereby attached and made a part of this policy.
Form Numbers of Endorsements attached at policy issuance: EHC01A-0506
Insurer Hereunder: HOUSTON CASUALTY COMPANY, 13403 Northwest Freeway, Houston, TX 77040

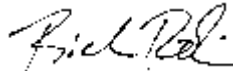
9. NOTIFICATION OF CLAIM TO: NAS Insurance Services, Inc.
 16501 Ventura Blvd., Suite 200
 Encino, CA 91436

10. SERVICE OF SUIT: Houston Casualty Company
 Legal Department
 13403 Northwest Freeway
 Houston, TX 77040

Dated <f25>

NAS INSURANCE SERVICES, INC.

By:



Authorized Representative

**PROFESSIONAL AND GENERAL LIABILITY INSURANCE POLICY
CLAIMS MADE AND REPORTED COVERAGE**

THIS IS A CLAIMS MADE AND REPORTED POLICY. COVERAGE IS ONLY PROVIDED FOR CLAIMS WHICH ARE BOTH: (1) FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD; AND (2) REPORTED TO THE COMPANY AS SOON AS PRACTICABLE, BUT NOT MORE THAN 30 DAYS AFTER EXPIRATION OF THE POLICY PERIOD OR AFTER THE EXPIRATION OF ANY APPLICABLE EXTENDED REPORTING PERIOD. COVERAGE IS ONLY PROVIDED FOR CLAIMS ARISING FROM PROFESSIONAL SERVICES WHICH WERE RENDERED OR INCIDENTS WHICH OCCURRED SUBSEQUENT TO THE RETROACTIVE DATE AND PRIOR TO THE EXPIRATION OF THE POLICY PERIOD.

This Policy is divided into two coverage Sections, Professional Liability (Section 1) and General Liability (Section 2). The following Insuring Agreements, Conditions, Definitions and Exclusions apply to both Sections and, unless noted otherwise, any Endorsements to this Policy.

In consideration of the payment of the premium and the **Self Insured Retention**, and in reliance upon the representations in the **Insured's** completed and signed application and any materials submitted therewith, and subject to the Insuring Agreements, Conditions, Definitions and Exclusions of this Policy, the Company agrees with the **Insured** as follows:

I. INSURING AGREEMENTS

1. COVERAGE - CLAIMS MADE AND REPORTED

Section 1 - Professional Liability

Subject to the Limit of Liability of this Policy, the Company agrees to pay those sums in excess of the Self Insured Retention that the **Insured** becomes legally obligated to pay as **Damages** as a result of **Claims** which are both first made against the **Insured** during the **Policy Period** (or any applicable extended reporting period) and reported to the Company as soon as practicable (but not more than 30 days after the expiration of the **Policy Period** or after the expiration of any applicable extended reporting period). In the event a **Claim** is reported to the Company within 30 days after the expiration of the **Policy Period** or during any applicable extended reporting period, the **Claim** shall be deemed to have been reported on the last day of the **Policy Period**.

Section 2 - General Liability

Subject to the Limit of Liability of this Policy, the Company agrees to pay those sums in excess of the Self Insured Retention that the **Insured** becomes legally obligated to pay as **Damages** as a result of **Claims** which are both first made against the **Insured** during the **Policy Period** (or any applicable extended reporting period) and reported to the Company as soon as practicable (but not more than 30 days after the expiration of the **Policy Period** or after the expiration of any applicable extended reporting period) and which result from a **General Liability Incident** to which this Policy applies. In the event a **Claim** is reported to the Company within 30 days after the expiration of the **Policy Period** or during any applicable extended reporting period, the **Claim** shall be deemed to have been reported on the last day of the **Policy Period**.

Subject to the Fire Damage Limit of Liability as specified in the Declarations, the Company agrees to pay those sums in excess of the Self Insured Retention that the **Insured** becomes legally obligated to pay as **Damages** for **Property Damage**, as a result of a fire, to premises rented to or leased by the **Insured**, within the Territory, as a result of **Claims** which are both first made against

the **Insured** during the **Policy Period** (or any applicable extended reporting period) and reported to the Company as soon as practicable (but not more than 30 days after the expiration of the **Policy Period** or after the expiration of any applicable extended reporting period).

This Policy only applies to **Personal Injury** if caused by an offense arising out of the conduct of the **Insured's** business, excluding advertising, publishing, broadcasting or telecasting done by, or for the benefit of, the **Insured**.

This Policy only applies to **Advertising Injury** if caused by an offense committed in the course of advertising the **Insured's** goods, products or services.

2. DEFENSE, SETTLEMENT, INVESTIGATION

The Company has the right and duty to defend any **Claim** against the **Insured** seeking **Damages** which are payable under the terms of this Policy, even if any of the allegations of the **Claim** are groundless, false or fraudulent. The Company has the right, in their sole discretion, to effect any settlement they deem prudent.

The Company shall not be obligated to defend any **Claim** or make any payment after the applicable Limit of Liability of this Policy has been exhausted by the payment of **Damages** or **Defense Expenses**, or both.

3. TERRITORY

With regard to Professional Liability (Section 1), this Policy shall apply to **Claims** brought against the **Insured** in the United States of America as a result of **Professional Services** provided anywhere in the world.

With regard to General Liability (Section 2), this Policy shall apply to **Claims** brought against the **Insured** in the United States of America as a result of **Incidents** which occur in:

- A. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- B. International waters or airspace, provided the **Incidents** do not occur in the course of travel or transportation to or from any place not included in 3 (A) above; or
- C. All parts of the world if:
 - i) The **Bodily Injury** or **Property Damage** arises out of:
 - (a) Goods or products made or sold by the **Insured** in the territory described in 3 (A) above; or
 - (b) The activities of a person whose home is in the territory described in 3 (A) above, but is away for a short time on the **Insured's** business.

4. LIMIT OF LIABILITY

The Each **Claim** Limit of Liability stated in the Declarations is the total limit applicable for all **Damages** or **Defense Expenses** or both arising out of any one **Professional Liability Incident** or **General Liability Incident**, regardless of the number of **Claims** made or the number of **Insureds** against whom **Claims** are made. The Combined Policy Aggregate Limit of Liability stated in the Declarations is the total limit applicable for all **Damages** or **Defense Expenses** or both arising out of all **Claims** made during the **Policy Period** (including any applicable extended reporting period) regardless of the number of **Claims** made or the number of **Insureds** against whom **Claims** are made. The Combined Policy Aggregate Limit of Liability stated in Item 4 of the Declarations is shared by both the Professional Liability (Section 1) and the General Liability (Section 2) sections of the Policy.

5. SELF INSURED RETENTION

The Company shall only be liable in excess of the **Self Insured Retention** specified in Item 5 of the Declarations of this Policy. The Company shall have no obligation to make any payment until the **Self Insured Retention** has been exhausted by the actual payment of **Damages** or **Defense Expenses**, or both, in respect of a **Claim** otherwise covered by this Policy.

The **Insured** shall bear all **Damages** or **Defense Expenses**, or both, incurred until such time as the **Self Insured Retention** is exhausted. The **Self Insured Retention** shall only be reduced or exhausted by the actual payment of **Damages** or **Defense Expenses**, or both, which would, except for the amount thereof, be covered by this Policy. The **Insured** must pay all **Defense Expenses** as they accrue, until such time as the **Self Insured Retention** is exhausted. Any failure by the **Insured** to pay **Defense Expenses** as they accrue shall constitute a material breach of this Policy.

6. APPLICATION OF POLICY

This Policy only applies to **Professional Liability Incidents** and **General Liability Incidents** which occur subsequent to the Retroactive Date and prior to the expiration of the **Policy Period**, and regarding which a **Claim** is first made against the **Insured** during the **Policy Period** (or any applicable extended reporting period) and reported to the Company as soon as practicable (but not more than 30 days after the expiration of the **Policy Period** or after the expiration of any applicable extended reporting period).

All **Claims** arising out of the same **Professional Liability Incident** or **General Liability Incident** shall be treated as a single **Claim** and considered as having been made at the time the first **Claim** was made. The inclusion of more than one **Insured** or the making of **Claims** by or on behalf of more than one person or organization shall not operate to increase the Company's Limit of Liability. All related **Claims** shall be subject to the Limit of Liability applicable to the **Policy Period** in which the first of all such related **Claims** was reported. No **Claim** can qualify as both a **Professional Liability Incident** and a **General Liability Incident** under this Policy, and no claim can trigger multiple Limits of Liability under this Policy.

7. CURRENCY & PAYMENT OF PREMIUMS & LOSSES

The premium and losses under this Policy are payable in United States dollars.

II. CONDITIONS

1. **INSURED'S DUTIES IN THE EVENT OF A CLAIM**

As a condition precedent to the protection afforded by this Policy, the **Insured** shall as soon as practicable (but not more than 30 days after the expiration of the **Policy Period** or after the expiration of any applicable extended reporting period), give written notice to the individual or entity referenced in Item 9 of the Declarations, of every **Claim** first made against the **Insured** during the **Policy Period** (or any applicable extended reporting period) as a result of any **Professional Liability Incident** or **General Liability Incident** which occurred after the Retroactive Date and prior to the expiration of the **Policy Period**. The notice should include the date the **Claim** was received; how, when and where the **Professional Liability Incident** or **General Liability Incident** took place; the names and addresses of any injured persons and witnesses; and the nature and location of any resulting injury or **Damages**.

2. **ASSISTANCE AND COOPERATION**

The **Insured** must do nothing after a loss to prejudice the Company's rights.

The **Insured** shall cooperate with the Company and, upon the Company's request, shall assist in the conduct of the **Claim** and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Insured** with respect to any **Claim** which is or may be covered under this Policy. The **Insured** shall attend all hearings and trials and will assist in obtaining witnesses, and securing and giving evidence.

In the event any payment is made under this Policy, the Company will be subrogated to all of the **Insured's** rights of recovery against any person or organization; the **Insured** will execute documents and do whatever else is necessary to secure such rights.

The **Insured** shall not admit liability, assume any obligation, settle any **Claim**, make any payment or incur any **Defense Expenses** without the written consent of the Company. The Company shall not be liable for any payments made or **Defense Expenses** incurred by or on behalf of the **Insured** prior to written notice of **Claim** being received by the entity designated in Item 9 of the Declarations.

The **Insured** shall not voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of a **Professional Liability Incident**.

3. **OTHER INSURANCE**

If other valid and collectible insurance is available to the **Insured** covering a **Claim** also covered by this Policy, this Policy shall be in excess of and shall not contribute with such other insurance. Notwithstanding any "other insurance" provision contained in any other valid and collectible insurance available to the **Insured**, the "other insurance" provision contained herein is controlling, and the Company shall not make any payments under this Policy until the limits of the **Insured's** "other insurance" have been exhausted. Subject to the preceding, the coverage afforded hereunder is in excess of and shall not contribute with any other valid and collectible insurance which has been specifically contracted for the **Insured** or another under any Policy in which the **Insured** is a Named or Additional **Insured**. Nothing herein shall be construed to make this Policy subject to the terms, definitions, conditions and limitations of the other insurances.

4. **WARRANTY OF PHYSICIAN COVERAGE**

The **Insured** must maintain insurance for any and all physicians, surgeons or dentists for services performed on behalf of the **Insured** as a physician, surgeon or dentist. The **Insured** shall supply the Company certificates of insurance for any such individual evidencing that said individual's Professional Liability insurance .

In the event of failure to maintain said insurance, there shall be no coverage under this policy for any act or circumstance involving said physician, surgeon or dentist.

5. LEGAL ACTION AGAINST UNDERWRITERS

No person or organization has the right under this Policy:

- A. to join the Company or their representatives as a party or otherwise bring the Company or their representatives into any proceeding seeking **Damages** from any **Insured**; or
- B. to file suit or any other proceeding against the Company unless there has been full compliance with all of the terms of this Policy.

6. FALSE OR FRAUDULENT CLAIMS

If the **Insured** gives notice of any **Claim** or potential **Claim** knowing the same to be false or fraudulent, this Policy shall become void and all rights hereunder shall be forfeited by the **Insured**.

7. INSPECTION AND AUDIT

The Company shall be permitted, but not obligated, to inspect the **Insured's** property, operations and/or records at any time. Neither the Company's right to make inspections nor the making thereof or any report thereon shall constitute an undertaking on behalf of or for the benefit of the **Insured** to determine or warrant that such property or operations are safe or healthful or are in compliance with any law, rule or regulation.

The Company may examine and audit the **Insured's** books and records at any time during the **Policy Period**, and any extensions thereof, and within three years after the final termination of this Policy.

8. CHANGES

The terms of this Policy shall not be waived or changed except by endorsement duly executed by the Company and issued to form a part of this Policy.

9. ASSIGNMENT

No assignment of interest under this Policy shall be valid except by endorsement duly executed by the Company and issued to form a part of this Policy.

10. APPLICATION

By acceptance of this Policy, the **Insured** agrees that the statements in the application are his/her representations, that such representations are accurate and complete, that such representations are material to the risk undertaken by the Company and that this Policy is issued and continued in force in reliance upon the truth of such representations.

11. CANCELLATION

The **Insured** may cancel this Policy by mailing or delivering to the Company advance, written notice of cancellation.

Underwriters may cancel this Policy for non-payment of premium or Deductible by providing the **Insured** 10 days' written notice prior to the cancellation by mailing or delivering such notice to the last known mailing address of the **Insured**. If the Company cancels this Policy for any reason other than non-payment of premium or Deductible, the Company will give the **Insured** 30 days' written notice prior to cancellation.

The cancellation notice will state the effective date of the cancellation and this Policy will terminate on that date. If this Policy is canceled, the earned premium will be computed on a short rate basis subject to a minimum earned of 25% of the total annual premium.

If the Company cancels this Policy for any reason other than non-payment, the earned premium will be computed pro-rata.

12. EXTENDED REPORTING PERIOD

- A. If this Policy is cancelled by the **Insured** or if the Company refuses to renew this Policy for reasons other than non-payment of premium or noncompliance with the terms and conditions of this Policy, then the **Insured** shall have the right, upon payment of an additional premium, to select one of the following extensions of time within which to report any **Claims** that are first made against the **Insured** during such extended period.

Options:

12 months for 100% of the premium for the annual **Policy Period**, or

24 months for 175% of the premium for the annual **Policy Period**, or

36 months for 225% of the premium for the annual **Policy Period**.

- B. Coverage shall only apply to **Claims** that are both first made against the **Insured** and reported to the Company during the **Extended Reporting Period** purchased, and which arise from professional services rendered or incidents which occurred prior to the effective date of the **Extended Reporting Period** purchased.
- C. The quotation of a different premium, Self-Insured Retention or Limits of Liability for renewal does not constitute a cancellation or refusal to renew for the purposes of this Condition.
- D. As a condition precedent to the right to purchase the **Extended Reporting Period**, the total premium for the Policy must have been paid. The right to purchase the **Extended Reporting Period** shall terminate unless written notice, together with full payment of the premium for the **Extended Reporting Period**, is received by the Company within 30 days after the effective date of cancellation or, in the event of a refusal to renew, within 30 days after the Policy expiration date. If such notice and premium payment is not so given to the Company, there shall be no right to purchase the **Extended Reporting Period**.
- E. In the event of the purchase of the **Extended Reporting Period**, the entire premium therefore shall be deemed earned at its commencement.
- F. The exercise of the **Extended Reporting Period** shall not in any way increase the the Company's Limits of Liability.

- G. The purchase of an **Extended Reporting Period** shall not operate to increase the Combined Policy Aggregate Limit of Liability stated in the Declarations for the **Policy Period** prior to this extension being invoked; such Combined Policy Aggregate Limit of Liability as a consequence shall apply to the expiring **Policy Period** and the **Extended Reporting Period** combined.

III. DEFINITIONS

1. **Advertising Injury** means:

an injury caused by any of the following offenses in the advertising of the **Insured's Professional Services** as a healthcare provider:

- A. libel or slander;
- B. written or spoken material made public which violates an individual's right of privacy or belittles the product or work of others;
- C. unauthorized taking of advertising ideas or style of doing business; or
- D. infringement of copyright, title or slogan.

2. **Auto** means:

a land motor vehicle, trailer or semi trailer designed primarily for travel on public roads, including any attached machinery or equipment. **Auto** does not include **Mobile Equipment**, which is defined to mean any of the following types of land vehicles and any machinery or equipment attached thereto:

- A. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- B. Vehicles maintained for use solely on or next to premises the **Insured** owns or rents;
- C. Vehicles that travel on crawler treads;
- D. Vehicles, whether self-propelled or not, that are maintained primarily to provide mobility to permanently mounted:
 - i) Power cranes, shovels, loaders, diggers or drills; or
 - ii) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- E. Vehicles not described in A, B, C or D above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - i) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - ii) Cherry pickers and similar devices used to raise or lower workers;
- F. Vehicles not described in A, B, C or D above, that are maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **Autos**:

- i) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing;
 - (c) Street cleaning;
- ii) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- iii) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

3. Bodily Injury means:

physical injury, sickness, disease, mental anguish, mental injury or emotional distress, including death at any time resulting therefrom.

4. Claim means:

any demand for **Damages** received by the **Insured**, either verbal or written, or any event which reasonably might give rise to a demand for **Damages** and which demand or event results from a **Professional Liability Incident** to which this policy applies

5. Damages means:

a compensatory settlement, award or judgment which the **Insured** becomes legally obligated to pay. **Damages** includes pre-judgment interest. **Damages** do not include:

- A. **Defense Expenses;**
- B. punitive or exemplary damages, fines or penalties, or any damages which are a multiple of compensatory damages;
- C. the return or restitution of fees, compensation, profits, charges and/or expenses paid to the **Insured** for services rendered; or
- D. judgments or awards deemed uninsurable by law.

6. Defense Expenses means:

- A. all expenses incurred in defending a **Claim**, all costs taxed against the **Insured** in any suit and all post-judgment interest which accrues on the entire amount of the judgment before the Company has paid or tendered or deposited in court that part of the judgment which does not exceed the applicable Limit of Liability of this Policy;
- B. premiums on appeal bonds required in any defended suit. The Company has no obligation to apply for or furnish an appeal bond. The amount of any appeal bond shall not exceed the applicable Limit of Liability of this Policy; and
- C. all reasonable expenses, other than loss of earnings, incurred by the **Insured** at the Company's request and with the Company's' prior agreement.

Defense Expenses does not include any amounts incurred after the Each **Claim** Limit or the Combined Policy Aggregate Limit is exhausted by payment of **Damages** or **Defense Expenses** or both.

7. **General Liability Incident** means:

an accident which results in **Bodily Injury** or **Property Damage** or a loss which results in **Personal Injury** or **Advertising Injury**, neither expected nor intended from the standpoint of the **Insured**. All **Bodily Injury** or **Property Damage** resulting from continuous or repeated exposure to substantially the same general conditions shall be considered the result of one **Incident**, regardless of the number of locations, claimants or **Insureds** involved.

8. **Impaired property** means tangible property, other than the **Insured's** product or the **Insured's** work, that cannot be used or is less useful because:

- A. It incorporates the **Insured's** product or the **Insured's** work that is known or thought to be defective, deficient, inadequate or dangerous; or
- B. The **Insured** has failed to fulfill the terms of a contract or agreement, if such property can be restored to use by:
 - i) The repair, replacement, adjustment or removal of the **Insured's** product or the **Insured's** work; or
 - ii) The **Insured's** fulfilling the terms of the contract or agreement.

9. **Insured** means:

- A. the **Insured**, being the entity designated in Item 1 of the Declarations. The **Insured** shall also include, until such time as they may be sold or otherwise disposed of or become unaffiliated with the **Insured**:
 - i) any additional entities specified in the Declarations or added by endorsement to this Policy;
 - ii) any subsidiary or owned or controlled companies of the **Insured** as are in existence at the inception date of this Policy;
 - iii) any subsidiary or owned or controlled company of the **Insured** created or acquired subsequent to the inception date of this Policy, but coverage hereunder will not apply:
 - (a) to any **Claims** arising from **Professional Services** which were rendered or Incidents which occurred prior to the date of such creation or acquisition; and
 - (b) for a period greater than thirty days from the date of such creation or acquisition. However, if the **Insured** shall give the Company notice of any such created or acquired subsidiary or owned or controlled company within the aforesaid period of thirty days the **Insured** shall:
 - 1 pay any additional premium, and
 - 2 accept such terms,

as may be required by the Company, then this Policy shall continue to apply to such subsidiary or owned or controlled company.

- B. any employee of the **Insured**, but only while acting within the scope of their duties as such;
- C. any independent contractor of the **Insured**, but only while acting within the service of the **Insured**, provided the **Insured**, as listed on Item 1 of the Declarations, is also named in any action;
- D. any member or partner of a joint venture or partnership specifically designated in the Declarations, but only with respect to such member's or partner's liability arising within the scope of their duties within such designated joint venture or partnership;
- E. any executive officer, member of the board of directors, trustees or governors of the **Insured**, but only while acting within the scope of their duties as such;
- F. any authorized student or volunteer of the **Insured**, but only while acting within the scope of their duties as such;
- G. any member of a formal accreditation, standards review or similar professional board or committee of the **Insured**, or any employee charged with the duty of executing the directives of such professional board or committee, or any employee communicating information to such professional board or committee; but only while the member or employee is acting within the scope of their duties as such;
- H. any Government Authority, funding source or Institution, but only in respect of liability arising out of the operations of the **Insured** and upon the specific request of such Government Authority, funding source or Institution;
- I. any person or entity to whom the **Insured** is contractually obligated, either in writing or verbally, to provide such coverage as is afforded by this Policy;
- J. any person or organization having proper temporary custody of the **Insured's** property due to the **Insured's** death, but only:
 - (i) with respect to liability arising out of the maintenance or use of that property; and
 - (ii) until the **Insured's** legal representative has been appointed.
- K. the **Insured's** legal representative if the **Insured** dies, but only with respect to their duties as such. That representative will assume both the **Insured's** rights and duties under this Policy.

10. Insured Contract means:

- A. A lease of premises;
- B. A sidetrack agreement;
- C. An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
- D. Any other easement agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

- E. An indemnification of a municipality as required by ordinance, except in connection with work for a municipality;
- F. An elevator maintenance agreement; or
- G. That part of any other contract or agreement pertaining to the **Insured's** business under which the **Insured** assumes the tort liability of another to pay **Damages** because of **Bodily Injury** or property **Damages** to a third person or organization, if the contract or agreement is made prior to the **Bodily Injury** or **Property Damage**. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

An **Insured Contract** does not include that part of any contract or agreement:

- A. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - i) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - ii) Giving directions or instruction, or failing to give them, if that is the primary cause of the injury or damage;
- B. Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the **Insured's** rendering or failing to render professional services, including those listed in 10A immediately above and supervisory, inspection or engineering services; or
- C. That indemnifies any person or organization for damage by fire to premises rented or loaned to the **Insured**;
- D. That relates to a project for a public authority, but this exclusion does not apply to a **Claim** by the public authority or any other person or organization engaged in the project; or
- E. That relates to construction or demolition operations, within 50 feet of any railroad property, and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing and which is not a sidetrack agreement.

11. The Insured's Products means:

- A. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - i) The **Insured**;
 - ii) Others trading under the **Insured's** name; and
 - iii) A person or organization whose business or assets the **Insured** have acquired; and
- B. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

The **Insured's Products** includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in 11A and B above.

The **Insured's Products** does not include vending machines or other property rented to or located for the use of others but not sold.

12. The Insured's Work means:

- A. Work or operations performed by the **Insured** or on the **Insured's** behalf; and
- B. Materials, parts or equipment furnished in connection with such work or operations.

The **Insured's Work** includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in 12A or B above.

13. Loading or Unloading means the handling of property:

- A. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or **Auto**;
- B. While it is in or on an aircraft, watercraft or **Auto**; or
- C. While it is being moved from an aircraft, watercraft or **Auto** to the place where it is finally delivered;

but **Loading** or **Unloading** does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or **Auto**.

14. Personal Injury means:

Injury, other than **Bodily Injury**, caused by any of the following:

- A. false arrest, detention or imprisonment;
- B. malicious prosecution;
- C. wrongful entry or wrongful eviction;
- D. libel or slander; or
- E. written or spoken material made public which violates an individual's right of privacy.

15. Physical abuse means:

any intentional physical contact which results in injury, whether such injury is intended or not.

16. Policy Period means:

the period from the inception date specified in Item 2 of the Declarations to the expiration date specified in Item 2 of the Declarations, or any other termination date effected in accordance with the terms of this Policy. Despite the activation of an extended reporting period, this policy will not provide coverage for any **Professional Liability Incident** or **General Liability Incident** that occurs after the expiration of the Policy Period.

17. Pollutants means:

any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

18. A. **Products-completed Operations Hazard** includes all **Bodily Injury** and **Property Damage** occurring away from premises the **Insured** owns or rents and arising out of the **Insured's Products** or the **Insured's Work** except:
- i) Products that are still in the **Insured's** physical possession; or
 - ii) Work that has not yet been completed or abandoned.
- B. The **Insured's Work** will be deemed completed at the earliest of the following times:
- i) When all of the work called for in the **Insured's** contract has been completed; or
 - ii) When all of the work to be done at a job site has been completed if the **Insured's** contract calls for work at more than one site; or
 - iii) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise completed, will be treated as completed.
- C. This hazard does not include **Bodily Injury** or **Property Damage** arising out of:
- i) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the **Loading** or **Unloading** of it;
 - ii) The existence of tools, installed equipment or abandoned or unused materials; or
 - iii) Products or operations for which the classification in this Policy includes products or completed operations.

19. **Professional Liability Incident** means:

any act, error or omission in the rendering of, or failure to render, **Professional Services** by the **Insured**. All related acts, errors or omissions in the rendering of, or failure to render, **Professional Services** to any one patient shall be considered one **Professional Liability Incident**. If a **Professional Liability Incident** arises from a series of related medical services, such **Professional Liability Incident** will be deemed to have happened at the time of the first act, error or omission in respect of which the **Insured** may be legally obligated to pay **Damages**. All related acts, errors or omissions in the rendering of, or failure to render, **Professional Services** to a woman, her fetus/fetuses and child/children during the course of prenatal care, labor and delivery shall be considered one **Professional Liability Incident**.

20. **Professional Services** means:

Operations of the **Insured** as referred to on Item 3 of the Declarations, in the treatment and/or care of any client, resident or patient, and shall include:

- A. medical, surgical, counseling, therapeutic or other professional services provided to any person;
- B. the furnishing of medical or surgical supplies and appliances, medication, blood and blood products, and food and beverages in connection with such services;
- C. education and training conducted by the **Insured** which results in injury caused or alleged to have been caused by a deficiency or defect in the education or training of any person; and
- D. research and development conducted by the **Insured** which results in injury caused or alleged to have been caused by a deficiency or defect in the conduct or the reported results of such research or development.

21. Property Damage means:

- A. physical injury to tangible property, including all resulting loss of use of such property; and
- B. loss of use of tangible property which has not been physically damaged or destroyed.

22. Sexual Misconduct means:

sexual intimacy, sexual acts, sexual abuse, sexual molestation, sexual harassment, sexual exploitation, sexual assault, sexual battery or acts in furtherance thereof, whether under the guise of treatment or not, and whether consensual or not.

23. Suit means:

a civil proceeding alleging **Bodily Injury, Property Damage, Personal Injury** or **Advertising Injury** to which this insurance applies. **Suit** includes an arbitration proceeding, to which the **Insured** must submit or agrees to submit with the Company's consent, alleging **Bodily Injury, Property Damage, Personal Injury** or **Advertising Injury** to which this insurance applies.

IV. EXCLUSIONS

This Policy does not apply to any **Claim** arising out of, based upon, relating to or involving:

1. Any Professional Liability Incident or General Liability Incident which:

- A. happened prior to the Retroactive Date or after the expiration of the **Policy Period**;
- B. resulted in a Claim that was made against the **Insured** after expiration of the **Policy Period** (or any applicable extended reporting period) or was reported to the Company more than 30 days after expiration of the **Policy Period** (or after the expiration of any applicable extended reporting period);
- C. as of the inception of the Company's first **Policy Period**, had resulted in **Bodily Injury, Property Damage, Personal Injury** or **Advertising Injury** of which the **Insured** was aware and could reasonably have foreseen might result in a **Claim**; or
- D. was reported to or covered under any program of insurance or self-insurance in effect prior to the inception date of this Policy.

2. With respect to Professional Liability (Section 1), all **Claims** based upon, relating to or arising out of any **General Liability Incident**.
3. With respect to **General Liability** (Section 2), all **Claims** based upon, relating to or arising out of any **Professional Liability Incident**.
4. **Bodily Injury** or **Property Damage** reasonably expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **Bodily Injury** that is a reasonably expected consequence of appropriate treatment or resulted from the use of reasonable force to protect persons or property.
5. Any dishonest, unlawful, criminal, fraudulent or malicious act, error or omission by an **Insured**, including the willful violation of any law, statute or ordinance committed by or with knowledge of any **Insured**.
6. The transfer of a patient in violation of any statute or regulation restricting patient transfers or regulating the circumstances under which patient transfers may be effected.
7. The alteration, modification or destruction of medical records.
8. **Bodily Injury** arising out of, based upon, relating to or involving **Sexual Misconduct**.
9. Discrimination, humiliation, harassment or misconduct based on age, race, creed, color, gender, sexual preference, disability, national origin, physical or mental disability, illness or positive test for communicable diseases.
10. Any obligation of any **Insured** under any workers' compensation, unemployment compensation or disability benefits law or any similar law.
11. Any dispute between a present or former employee and any **Insured** with regard to the employment relationship, the termination of that relationship or such **Insured's** provision or termination of employee benefits, including but not limited to **Claims** for wrongful termination, harassment or discrimination.
12. Any **Claim** made by any **Insured** against any other **Insured** under this Policy, but this Exclusion shall not apply to injury suffered by an **Insured** as a recipient of **Professional Health Care Services** rendered, or which fail to be rendered, by another **Insured**.
13. Any **Claim** brought by or on behalf of any individual who is receiving, or has received, **Professional Services** from the **Insured** against any other individual who is receiving, or has received, **Professional Services** from the **Insured**.
14. The rendering or failure to render **Professional Services** in a state while the **Insured's** license is under suspension or has been restricted, revoked, surrendered or otherwise terminated.
15. Bodily injury for which any **Insured** may be held liable by reason of:
 - A. Causing or contributing to the intoxication of any person;
 - B. Furnishing alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
 - C. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

16. **Bodily Injury** arising out of corporal punishment by the **Insured**.
17. Any liability of the **Insured** based in whole or in part on breach of promise, contract, warranty, implied warranty or misrepresentation, including any guarantees of the results of the **Insured's Professional Services**.
18. Any vicarious liability of the **Insured** for an individual who is not also an **Insured**.
19. **Bodily Injury** or **Property Damage** arising out of athletic events sponsored by the **Insured** except those athletic events which are directly related to the treatment or care of the **Insured's** patients/clients and which are limited to the **Insured's** patients/clients, employees and volunteers.
20. The **Insured's** actual or alleged involvement in any:
 - A. anti-trust law violation;
 - B. agreement or conspiracy to restrain trade or compete unfairly;
 - C. infringement of trademark, trade name, patent or copyright; or
 - D. price-fixing.
21. **Bodily Injury** or **Property Damage** due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.
22. **Bodily Injury** or **Property Damage** due to an act of terrorism. For the purposes of this exclusion, an "act of terrorism" means an act, including but not limited to the use of force or violence and/or the threat thereof, by 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 put the public, or any section of the public, in fear.
23. **Damages** claimed for any loss, cost or expense incurred by the **Insured** or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
 - A. **The Insured's product;**
 - B. **The Insured's work;** or
 - C. **Impaired property;**

If such product, work or property is withdrawn or recalled from the market or from use by any **Insured** or any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.
24. **Acquired Immune Deficiency Syndrome (AIDS)**, meaning the potential or actual transmission of or exposure to Human Immunodeficiency Virus (HIV), AIDS-Related Complex (ARC), Acquired Immune Deficiency Syndrome (AIDS), hepatitis or any other infectious disease or any complex or syndrome related thereto, or the use or misuse of confidential information relating to HIV, ARC, AIDS, hepatitis or any other infectious disease, including the failure to disclose the health status of any **Insured**.
25. **Property Damage** to any **Insured's** products.
26. With respect to the Professional Liability (Section 1) portion of this Policy, any **Advertising Injury, Personal Injury or Property Damage**.

27. **Bodily Injury or Property Damage** for which the **Insured** is obligated to pay **Damages** by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for **damages**:

- A. Assumed in a contract or agreement that is an **Insured Contract** provided the **Bodily Injury** or **Property Damage** occurs subsequent to the execution of the contract or agreement; or
- B. That the **Insured** would have in the absence of the contract or agreement.

28. **Property Damage** to any **Insured's Work** arising out of it or any part of it and included in the **Products-Completed Operations Hazard**.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on any **Insured's** behalf by a subcontractor.

29. **Property Damage** to impaired property or property that has not been physically injured, arising out of:

- A. A defect, deficiency, inadequacy or dangerous condition in any **Insured's Products** or **Insured's Work**; or
- B. A delay or failure by any **Insured** or anyone acting on any **Insured's** behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to any **Insured's Product** or any **Insured's Work** after it has been put to its intended use.

30. **Property Damage** to:

- A. Property owned, rented or occupied by any **Insured**;
- B. Premises sold or abandoned by any **Insured**;
- C. Property loaned to any **Insured**;
- D. Property in the care, custody or control of any **Insured**;
- E. Property on which any **Insured** or any contractors or subcontractors working directly or indirectly on behalf of any **Insured** are performing operations, if the **Property Damage** arises out of those operations; or
- F. Property that must be restored, repaired or replaced because work was incorrectly performed by any **Insured**.

Paragraph A of this exclusion does not apply to **Property Damage** to premises rented to any **Insured**, if such **Property Damage** arises out of fire. A separate limit of insurance applies to this coverage as described in the Declarations.

Paragraph B of this exclusion does not apply if the premises are any **Insured's Work** and were never occupied, rented or held for rental by any **Insured** hereunder.

Paragraphs C, D, E & F of this exclusion do not apply to liability assumed under a side-track agreement.

Paragraph F of this exclusion does not apply to **Property Damage** included in the **Products-Completed Operations Hazard**.

31. Personal Injury or Advertising Injury:

- A. Arising out of oral or written publication of material, if done by or at the direction of any **Insured** with knowledge of its falsity;
- B. Arising out of oral or written publication of materials whose first publication took place before the beginning of the **Policy Period**.
- C. Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the **Insured**; or
- D. For which the **Insured** has assumed liability in a contract or agreement. This exclusion does not apply to liability for **Damages** that the **Insured** would have in the absence of the contract or agreement.

32. Advertising injury arising out of:

- A. Breach of contract, other than misappropriation of advertising ideas under an implied contract;
- B. The failure of goods, products or services to conform with advertised quality or performance;
- C. The wrong description of the price of goods, products or services; or
- D. An offense committed by an **Insured** whose business is advertising, broadcasting, publishing or telecasting.

33. Bodily Injury or Property Damage related to the ownership, maintenance, use or entrustment to others of any aircraft, **Auto** or watercraft owned or operated by or rented or loaned to any **Insured**. Use includes operation and loading or unloading.

34. Bodily Injury or Property Damage arising out of:

- A. The transportation of **Mobile Equipment** by an **Auto** owned or operated by or rented or loaned to any **Insured**; or
- B. The use of **Mobile Equipment** in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

35. Bodily Injury or Property Damage arising out of:

- A. the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or **Pollutants** into or upon land, the atmosphere or any water course or body of water, whether above or below ground. It is understood and agreed that the intent and effect of this exclusion is to delete from any and all coverages afforded by this Policy any **Claim**, action, judgment, liability, settlement, defense or expenses (including any loss, cost or expense arising out of any governmental direction or request that the **Insured** or any other party test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**) in any way arising out of such actual or threatened discharge, dispersal, release or escape whether such results from the **Insured's** activities or the activities of others and

whether or not such is sudden or gradual and whether or not such is accidental, intended, foreseeable, expected, fortuitous or inevitable, and wherever such occurs; or

- B. any governmental direction or request that the **Insured** or any other party test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize **Pollutants**.

36. Bodily Injury or Property Damage resulting from exposure to or the manifestation, release, dispersal, seepage, migration, discharge, appearance, presence, reproduction or growth of mold, mildew, spores, mycotoxins, fungi, organic pathogens or other micro organisms of any type, nature or description. This **Policy** expressly excludes:

- A. any cost, expense or charge to test, monitor, clean up, remediate, remove contain, treat, detoxify, neutralize, rehabilitate, or in any way respond to or assess the affects of mold, mildew, spores, mycotoxins, fungi, organic pathogens or other micro organisms of any type, nature or description; and
- B. any costs, expense, charge, fine or penalty, incurred, sustained, or imposed by order, direction, request or agreement of any court, governmental agency, or any civil, public or military authority.

With respect to this exclusion, the term “organic pathogens” means any organic irritant or contaminant, including but not limited to mold, fungus, bacteria, virus, or their byproducts such as mycotoxins, mildew, or biogenic aerosol. “Organic pathogens” include but are not limited to Aspergillus, Penicillium, Stachybotrys Chartarum, Stachybotrys Atra, Trichodema and Fusarium Memmoniella.

37. Bodily Injury or Property Damage arising out of asbestos or asbestos containing materials including but not limited to:

- A. inhaling, ingesting, or physical exposure to asbestos or goods or products containing asbestos; or
- B. the use of asbestos in constructing or manufacturing any goods, products, or structures; or
- C. the removal of asbestos from any goods, products, or structures; or the manufacture, encapsulation, transportation, storage, handling, distribution, sale, application, mining, consumption, or disposal of asbestos or goods or products containing asbestos, or
- D. Any governmental direction or request that the **Insured** or any other party, test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize asbestos or asbestos containing products.

38. Bodily Injury or Property Damage arising out of lead paint including but not limited to:

- A. inhaling, ingesting, or physical exposure to lead paint or goods or products containing lead paint; or
- B. the use of lead paint in constructing or manufacturing any goods, products, or structures; or
- C. the removal of lead paint from any goods, products, or structures; or
- D. the manufacture, encapsulation, transportation, storage, handling, distribution, sale, application, consumption, or disposal of lead paint or goods or products containing lead paint, or

- E. arising out of any governmental direction or request that the **Insured** or any other party, test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize lead paint or materials containing lead paint.

39. Bodily Injury arising out of silica, crystalline silica or resulting in silicosis.

40. A. The Insured's liability:

- i) with respect to which an **Insured** under this Policy is also an insured under a nuclear energy liability Policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such Policy but for its termination upon exhaustion of its limit of liability; or
- ii) resulting from the hazardous properties of nuclear material and with respect to which:
 - (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or
 - (b) the **Insured** is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. The Insured's liability for:

- i) the nuclear material
 - (a) at any nuclear facility owned by, or operated by or on behalf of the **Insured**, or
 - (b) discharged or dispersed therefrom;
- ii) the nuclear material contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of the **Insured**;
- iii) liability arising out of the furnishing by the **Insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion 40 B. applies only to injury to or destruction of property at such nuclear facility.

- C. i) "**Hazardous Properties**" includes radioactive, toxic or explosive properties;
- ii) "**Nuclear Material**" means source material, special nuclear material or by-product material;
- iii) "**Source Material**", "**Special Nuclear Material**" and "**By-Product Material**" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- iv) "**Spent Fuel**" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

- v) **“Waste”** means any waste material:
 - (a) containing by-product material; and
 - (b) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (i) or (ii) thereof;

- vi) **“Nuclear Facility”** means:
 - (a) any nuclear reactor;
 - (b) any equipment or device designed or used for:
 - i separating the isotopes of uranium or plutonium;
 - ii processing or utilizing spent fuel; or
 - iii handling, processing or packaging waste;
 - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the **Insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; and

- vii) **“Nuclear Reactor”** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word **“Injury”** or **“Destruction”** includes all forms of radioactive contamination of property.

- 41. Services performed by the **Insured** as a physician, surgeon or dentist.
- 42. Participation in or contribution to any organ transplant.
- 43. Any alleged act, error, omission, or circumstance reasonably likely to give rise to a **Claim** that an **Insured** had knowledge of prior to the effective date of this policy. This exclusion includes, but is not limited to any prior **Claim** or possible **Claim** referenced in the **Insured(s)** application.
- 44. The actual or alleged invasion of privacy, or the infringement or interference or involving with the right of privacy, resulting from the use, visitation to, or browsing of any BBS (bulletin board system or service), web site, or URL location.
- 45. The implantation, receipt or acceptance of “cookies” or “web bugs.”
- 46. Violation of, implementation of or failure to implement or abide by any posted privacy policy or the failure to have such policy posted, displayed or otherwise accessible; or

- 47. The gathering, use or dissemination of personal information in any form.
- 48. Actual or alleged violation of privacy regulations under the Health Insurance Portability;
- 49. and Accountability Act.
- 50. Obstetrical Procedures
- 51. Any services involving teleradiology services

SPECIMEN

**PROFESSIONAL AND GENERAL LIABILITY INSURANCE POLICY
CLAIMS MADE AND REPORTING COVERAGE ENDORSEMENT**

NUCLEAR ENERGY LIABILITY EXCLUSION

(BROAD FORM) – EHC01A-0506

This **endorsement** modifies the provisions of the policy.

It is agreed that:

1. **This policy does not apply:**

- A. Under any Liability Coverage, to bodily injury or property damage.
 - 1. with respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - 2. resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Medical Payments Coverage, or any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if
 - 1. the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an Insured or (b) has been discharged or dispersed therefrom;
 - 2. the nuclear material is contained in spent fuel or waste at any time possessed, handle, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
 - 3. the bodily injury or property damage arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion, (3) applies only to property damage to such nuclear facility and any property thereof.

As used in this Endorsement:

“hazardous properties” include radioactive, toxic or explosive properties;

“nuclear material” means source material, special nuclear material or byproduct material;

All other terms and conditions of the policy remain unchanged.

“source material”, “special nuclear material”, and “byproduct material” have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof;

“spent fuel” means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

“waste” means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

“nuclear facility” means

- a. any nuclear reactor,
- b. any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- c. any equipment or device designed or used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- d. any structure, basin excavation, premises or place prepared or used for the storage or disposal of waste.

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operation;

“nuclear reactor” means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

“property damage” includes all forms of radioactive contamination of property.

This endorsement is to take effect on «f10».

Policy No: «f2»

Name: «f3» «f4»

Policy Effective Date: «f10» Expiration: «f11»

Endorsement No. 1

SPECIMEN

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

BY 

PRESIDENT



SECRETARY