

111 West 33rd Street New York, New York 10120

PROFESSIONAL ENTITY MEDICAL PROFESSIONAL LIABILITY POLICY OCCURRENCE FORM COVERAGE

WWW.HICGroup.com

(212) 891-0700

DECLARATIONS PAGE

Policy Number:	Named Insured and Professional Office Premises.
Policy Period:	
Effective Date: At 12:01 A.M. Standard Time	

<u>COVERAGE</u>

Medical Professional Liability Coverage

LIMITS OF LIABILITY

\$1,000,000 per Medical Incident

The Annual Aggregate for one Policy Year shall not exceed \$3,000,000

COVERAGE UNDER YOUR POLICY IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY FORM, THIS DECLARATIONS PAGE AND ITS ATTACHED SCHEDULE A, AND THE ENDORSEMENTS LISTED BELOW: Joint Defense, Policy Administrator, Controlled Entity

TOTAL PREMIUM: \$

*THIS POLICY IS NON-ASSESSABLE

Hospitals Insurance Company, Inc., By Its Authorized Representative:

Noeleen Doelger, Chief Operating and Financial Officer, Healthcare Risk Advisors, Inc.



POLICY DECLARATIONS PAGE - SCHEDULE A

Named Insured: Policy Period: **Policy No.:**

Licensed professional personnel, who provide Professional Services at the Named Insured practice, and for whose professional acts the Named Insured may be covered.

Name

Period of Association Effective Date End Date

See Section I, Part 1.A of the Policy for an explanation of this schedule. This schedule is <u>not</u> a list of additional insureds, and these licensed professionals are not insured under this Policy and must each maintain an individual professional liability insurance policy, which must be identified in the Named Insured's application or in any subsequent amendments to the application.



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Joint Defense Endorsement

Policy Administrator Endorsement

Hospitals Insurance Company, Inc.

PROFESSIONAL ENTITY MEDICAL PROFESSIONAL LIABILITY INSURANCE POLICY

Nonassessable – Occurrence Form

Read this entire policy carefully. It contains important information about your obligations and what is and is not covered.

In this policy, "the Company" or "HIC" refers to Hospitals Insurance Company, Inc. "You "or "your" refers to the Named Insured identified on the Declarations Page. Other defined terms are capitalized for your convenience. Refer to Section I Part 2 and Section II Part 4 for the definitions. The headings, sub-headings and captions are provided for ease of reference and do not form part of the insurance contract.

This policy is nonassessable. You must, however, pay the Premium or you will not be covered.

SECTION I. PROFESSIONAL LIABILITY COVERAGE

PART 1. INSURING AGREEMENTS

A. Payment of Claims

The Company will pay on behalf of an Insured, up to the applicable limits of liability (see Section I, Part 2) stated on the Declarations Page, and subject to all of the terms, exclusions, limitations and conditions stated in this policy, sums an Insured becomes legally obligated to pay as damages for Claims because of injury or death to which this insurance applies arising out of a Medical Incident, but only if all of the following conditions are met:

- 1. the Claim arises from providing or failing to provide Professional Services in the Territory during the Policy Period; and
- 2. (a) (i) the Claim is made against the Named Insured and arises from Professional Services that were provided (or should have been provided) by a natural person whose name appears on Schedule A attached to the Declarations Page; (ii) the person who provided (or should have provided) the Professional Services giving rise to the Claim is insured for the claim under a policy of professional liability insurance having limits of liability of no less than \$1 million per claim and \$3 million annual aggregate; (iii) the Named Insured has not entered into any agreement, or committed any act, which would prevent the Named Insured from obtaining indemnification and/or contribution from the person who provided (or should have provided) the Professional Services giving rise to the claim; and (iv) all insurance coverage available to the natural person whose name appears on Schedule A attached to the declarations page of this policy for whom the Named Insured is held or alleged to be responsible is exhausted, including but not limited to all primary and excess insurance; or
 - (b) the Claim is made against an Insured other than the Named Insured.

B. Defense

The Company will defend the Insured against Claims that the Company may be obligated to pay on behalf of the Insured, and the cost of defense will not be subject to the limits of liability stated on the Declarations Page, but the Company has the right to control the Insured's defense. The Company will also pay to investigate

Claims and to negotiate settlements. The Company will defend the Insured even if the claim is groundless, false or fraudulent. The Company will not pay for the fees of any attorney selected by an Insured without the Company's prior written consent.

PART 2. LIMITS OF LIABILITY

- A. The Per Medical Incident Limit Of Liability stated on the Declarations Page is the most that the Company will pay for a Claim regardless of the number of insureds or of the number of persons injured, making Claims, or bringing suits.
- B. If a Claim is reported to the Company, that Claim and all additional notices, demands, cross claim, or lawsuits, arising out of Professional Services that were provided or should have been provided to the same person on a continuous or repeated basis, or that were provided or should have been provided involving the continuous or repeated treatment of the same injury, condition or illness, will be considered one SINGLE Claim, and, regardless of the number of Insureds or of the number of persons injured, making Claims, or bringing suits, the Company shall pay no more than the Per Medical Incident Limit of Liability stated on the Declarations Page applicable to the Policy Period in effect when any Insured first provided or failed to provide Professional Services to such person or persons, subject to the Annual Aggregate Limit of Liability and coverage of that policy regardless of whether the Professional Services were provided during more than one Policy Period.
- C. The Annual Aggregate Limit of Liability stated on the Declarations Page is the most the Company will pay for all Claims arising from Professional Services that were provided, or should have been provided, during the Policy Period.

PART 3. EXCLUSIONS

This insurance does not apply to:

- A. Liability arising out of intended injury.
- B. Any Claim arising from the use or prescription of any drug, substance, treatment, technique or medical device that has not been approved for market by the U.S. Food and Drug Administration, unless the Company provides prior written approval for participation in lawfully approved clinical trial, research or protocol.
- C. Any Claim arising from providing or failing to provide Professional Services

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outside the Territory unless (1) the Company provides prior written approval, and (2) all of the Insureds named in the Claim or who provided or failed to provide Professional Services outside the Territory in connection with such Claim were licensed to practice medicine in such jurisdictions at the time such Professional Services were provided or should have been provided.

- D. Any liability arising from the Insured's role as an agent, employee, proprietor, owner, director, trustee, superintendent, officer or partner of any entity or business enterprise other than the Named Insured.
- E. Any Claim arising from the assumption by an Insured of legal liability under a written or oral agreement, except that this exclusion shall not apply to liability that would exist in the absence of the contract or agreement.
- F. Any Claim for which the Insured may be held liable under any workers' compensation, unemployment compensation or disability benefits law; or any injury to, or sickness, disease, or death of an employee of the Insured arising from and in the scope and course of, employment by the Insured.
- G. Any Claim arising from providing or failing to provide Professional Services at any time during which the Insured's license or authority to practice was suspended or revoked.
- H. Any Claim arising from the Insured's interference with contract, statements or acts which violate State and/or Federal antitrust or anticompetition laws, or deceptive advertising laws, conversions, interference with prospective advantage, unfair competition, unfair trade and business practices, misappropriation of trade secrets or violation of any intellectual property rights, conspiracy to do any unlawful or tortious act, abuse of process, trade slander and libel, even if such activities are related to providing or failing to provide professional services
- I. Any liability for fines or penalties imposed by law, punitive or exemplary damages, or matters that are uninsurable under New York State law.
- J. Any Claim arising from acts of physical assault, sexual intimacy, sexual molestation, sexual harassment, sexual exploitation, or sexual assault, undue familiarity, or any other sexual misconduct.
- K. Any Claim arising from the Insured's commission of any fraudulent, malicious, or criminal act, or arising out of any disciplinary action.

- L. Any Claim arising from a guarantee of the results of Professional Services by the Insured.
- M. Any Claim arising from false arrest, detention or imprisonment, malicious prosecution, defamation, libel, slander, discrimination or invasion of privacy.
- N. Any liability arising from any advertising, publishing, broadcasting or televising activity, or for liability arising out of an Insured giving medical advice publicly to a general audience.
- O. The costs and expenses of complying with any declaratory, injunctive or other equitable relief.
- P. Liability of the Insured arising out of billing practices.

IN NO EVENT WILL THE COMPANY PROVIDE A DEFENSE TO ANY INSURED IN ANY CRIMINAL ACTION OR IN ANY DISCIPLINARY PROCEEDING.

PART 4. YOUR CONSENT TO SETTLE A CLAIM

- A. The Company shall have the right and authority to settle any Claim within the applicable Limits of Liability stated on the Declarations Page. Insureds shall not, except at their own cost, voluntarily make any payment, admit any liability, settle any claim, assume any obligation or incur any expense without the written consent of the Company.
- B. The Company may elect to appeal any judgment or order rendered against an Insured, but is not required to do so. In the event of a verdict or court decision awarding damages against an Insured, the Company may settle the Claim, without consent, prior to any formal entry of judgment upon that verdict or decision.

PART 5. SUPPLEMENTARY PAYMENTS

The following payments are not subject to the limits of liability stated on the declarations page:

- A. The Company will pay all expenses, disbursements and court costs assessed against the Insured in connection with a Claim for which the Company provides a defense to that Insured.
- B. The Company will pay interest on that part of any judgment against an Insured

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which is within the Limits of Liability stated in Section I, Part 2, of this policy, that accrues after the entry of the judgment up until the time the Company has offered to deposit or has deposited in court, that part of the judgment which is within such Limits of Liability.

- C. The Company will pay the reasonable costs of travel, lodging and food expenses incurred by the Insured at the Company's direction for the purpose of assisting in the defense of a Claim.
- D. If the Company elects to appeal from a judgment against an Insured, the Company will pay the cost of any bond, but only with respect to that portion of the judgment which the Company is obligated to pay.

PART 6. DUTIES WHEN A LIMIT OF INSURANCE IS EXHAUSTED

- A. If the Company concludes that based on its review of paid and reserved claims to which this insurance may apply that the annual aggregate limit of liability is likely to be exhausted in the payment of judgment awards or settlements, then the Company will notify the Named Insured, in writing, to that effect. When the annual aggregate limit of liability is exhausted for any one policy year by the Company's payment of judgments, awards or settlements as to Claims arising from Professional Services that were provided, or should have been provided, during that policy year, then
 - 1. The Company will notify the Named Insured, as well as any Insureds named in the Claim or for whom written notice was given to HIC that such Insureds may be named in the Claim, in writing as soon as practicable that such limit has been exhausted, and that the Company's duty to defend such Claim has also ended.
 - 2. The Company will initiate, and cooperate in, the transfer of control, to the affected Insureds, of all Claims subject to that limit and which are reported to the Company before that limit is exhausted. The Insureds must cooperate in the transfer of control of such Claims.
 - 3. The Company will take such steps, as the Company deems appropriate, to avoid a default in, or continue the defense of such Claims until transfer is completed, provided that the Insureds cooperate in the transfer of said Claims. The affected Insured must arrange for the defense of such Claim within such time period as agreed between the Insured and the Company. Absent any such agreement, arrangements for the defense of such Claim must be made as soon as practicable.

- B. The Insured will reimburse the Company for the expense the Company incurs in taking those steps the Company deems appropriate in accordance with sub-paragraph A.3 above.
- C. The Insured's duty to reimburse the Company for expenses the Company incurs in taking those steps the Company deems appropriate in accordance with sub-paragraph A.3 above will begin on:
 - 1. The date on which the applicable limit of liability is used up, if the Company sent notice in accordance with the first sentence of paragraph "A" above; or
 - 2. The date on which the Company sent notice in accordance with sub-paragraph A.1 above, if the Company did not send notice in accordance with the first sentence of paragraph A above
- D. The Company will take no action whatsoever with respect to any Claim that would have been subject to the annual aggregate limit of liability, had it not been exhausted, if the Claim is reported to the Company after that limit of insurance has been exhausted.
- E. The exhaustion of any limit of insurance by the payment of judgments awards or settlements, and the resulting end of the Company's duty to defend, will not be affected by the Company's failure to comply with any of the provisions of this Section I, Part 6.

SECTION II: GENERAL PROVISIONS

PART 1. NOTICE OF CLAIM

A. Notice of Incident

The Insured has the right and obligation to notify the Company, in writing as soon as possible, of any incident which the Insured believes may result in a Claim. The Claim will be deemed first reported to the Company on the date on which written notice of the incident is received at the offices of the Company, located at 111 West 33rd Street, 8th Floor, New York, NY 10120.

- B. Notice of Actual Claim or Suit
 - 1. The Insured must forward to the Company, as soon as reasonably possible, every demand, notice, summons, complaint, and/or other documents the Insured or the Insured's representative receives relating to a Claim.
 - 2. Failure to give notice as required under this Section II Part 1 shall not invalidate coverage for any Claim reported by an Insured, injured person or other claimant unless the failure to provide timely notice has prejudiced the Company. Coverage for a Claim made by the Insured, injured person or other claimant will not be denied for failure to comply with this Part if it shall be shown not to have been reasonably possible to give such timely notice and that notice was given as soon as was reasonably possible thereafter.
- C. Contents of Notice
 - 1. Written notice of a Claim, incident or suit must include the following information: (i) the name of the Insured and any employees or physicians involved; (ii) the date, time and place that the Professional Services were, or should have been, provided; (iii) a description of the facts and circumstances; (iv) the name, address and date of birth of the allegedly injured person; (v) the names and addresses of other treating physicians, witnesses, hospital or relevant facilities; (vi) the Insured's policy number; and (vii) a list of all professional liability insurance policies (or other evidence of insurance) under which the Insureds are covered or might be covered including the names of the insurance companies, policy numbers, policy dates and limits of liability.
 - 2. Notice given by the Insured or on behalf of an Insured to a licensed agent of the Company shall be deemed notice to the Company.

PART 2. COOPERATION

A. The Insured must cooperate with the Company in the investigation and defense of a Claim. At the Company's request, the Insured must (1) attend hearings, trials, settlement conferences, depositions and or other proceedings; (2) meet with attorneys; (3) meet with investigators and claims staff; (4) secure and give evidence; (5) obtain the attendance of witnesses; (6) fill out forms and send the information to the Company; (7) assist in every way to enforce any right of contribution, indemnification or subrogation the Insured or the Company may have with regard to the Claim.

- B. The Insured shall not wrongfully or unlawfully dispose of or alter any business, medical or health record.
- C. The Insured shall not conceal any material fact.
- D. The Insured shall not, except at the Insured's own cost, voluntarily make any payment, assume any obligation, confess judgment, make any statement that might give rise to an implication of liability, or incur any expense without the prior written authorization of the Company.

PART 3. PAYMENT OF PREMIUM

- A. The premium for this policy is payable in advance and will be billed before the expiration date of the calendar quarter at the rates applicable to the Policy Period.
- B. The premium for the first quarter of the Policy Period is due and must be postmarked or received by the Company on or before the first day of the Policy Period. The premium for all subsequent quarters is due and must be postmarked or received by the Company on or before the first day of each quarter. Any premium not paid on or before its due date will be in default. If premium is in default, this policy will be canceled (See Section II Part 14, "Cancellation and Nonrenewal").

PART 4. DEFINITIONS

- A. "Claim" means a written notice, demand, cross claim, or lawsuit (including an arbitration proceeding) for damages, which alleges injury or death to a person or persons arising out of a "Medical Incident" occurring during the Policy Period. ("Claims" may be used where appropriate and has the same meaning as "Claim.")
- B. "Insured" means the Named Insured and any natural person other than a physician, nurse practitioner, physician assistant, nurse midwife, nurse anesthetist, dentist, podiatrist, chiropractor, psychologist, oral surgeon, or specialist assistant who is an employee of the Named Insured while acting within the scope of his or her employment.
- C. "Medical Incident" means an act or omission in providing or failing to provide Professional Services by an Insured during the Policy Period.
- D. "Named Insured" means the Professional Entity identified on the Declarations Page.
- E. "Policy Period" means the period identified as such on the Declarations Page, except

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that if this policy is canceled during such period, the Policy Period shall end on the date of cancellation. The Policy Period begins and ends at 12:01 a.m. in New York State.

- F. "Professional Entity" means a Professional Corporation, Professional Service Limited Liability Company, Professional Service Limited Liability partnership, or a general partnership of physicians, authorized to practice medicine under the Laws of the State of New York, or any other professional organization or entity approved in advance by HIC and added to the Policy as a Named Insured.
- G. "Professional Services" means the medical or surgical treatment or diagnosis, including giving opinion or advice, of patients of the Named Insured practice.
- H. "Territory" means the State of New York and, if approved in advance in writing by the Company, any adjoining state where the Insured is licensed to practice medicine and the Company is licensed or authorized to provide this insurance.

PART 5. THE COMPANY'S RIGHT TO INSPECT

The Insured shall permit the Company to inspect books, records, professional offices and equipment during normal business hours during the Policy Period and within three years after the cancellation of this policy. The Company is not required to make inspections, and if it elects to conduct an inspection, it does not warrant that the offices, premises or operations are safe or that they are in compliance with any laws, rules or regulations.

PART 6. SUITS AGAINST THE COMPANY

- A. No Insured shall sue the Company to recover under this policy unless that Insured has first complied with all of the Insured's obligations under this policy.
- B. Any person or organization (or their representative) who has obtained a judgment covered under this policy, or who has entered into a written settlement agreement with respect to any Claim covered under this policy, is entitled to recover under this policy, subject to the terms, conditions, and limits of liability of the policy. No person or entity shall have any right under this policy to join the Company as a party to any action against an Insured to determine the Company's liability, nor shall the Company be impleaded by an Insured.
- C. If any judgment against an Insured or an Insured's personal representative in an action brought to recover damages covered under this policy shall remain

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unsatisfied at the expiration of thirty days from the service of notice of entry of judgment upon the attorney for the Insured, or upon the Insured, and upon the Company, then an action may, except during a stay or limited stay of execution against the Insured on such judgment, be maintained against the Company under the terms of this policy or contract for the amount of such judgment not exceeding the amount of the applicable limit of coverage under this policy or contract.

D. The injured person or other claimant may maintain an action directly against the Company on the sole question of late notice if the Company disclaims liability or denies coverage based on the failure to give notice of the Claim as soon as reasonably possible, except when the insured or the Company initiates an action to declare the rights of the parties under the policy within 60 days of disclaiming coverage based on late notice and the Company names the injured person or other claimant as a party to the action.

PART 7. ASSIGNMENTS AND TRANSFERS

This policy cannot be assigned or transferred without the express written consent of the Company.

PART 8. BANKRUPTCY

As long as required premiums are received when due, the obligations of the Company under this policy shall not be avoided, reduced or diminished due to any bankruptcy or insolvency of an Insured or an Insured's estate.

PART 9. DEATH OF INSURED

The estate of any deceased Insured shall be covered to the extent that the Insured would have been covered if alive.

PART 10. POLICY CHANGES

The entire insurance agreement is in writing and contained in the declarations page, this policy form, and any endorsements. No term or provision of this policy may be changed or waived except by a written Endorsement, signed by an authorized representative of the Company and attached to the policy. All endorsements are effective commencing at 12:01 a.m. Standard Time on the date indicated on the endorsement. In the event of elimination of any coverage exclusion or limitation, the exclusion or limitation will continue to apply to all claims arising from professional services which were provided or should have been provided at a time when the exclusion or limitation was in effect.

PART 11. OTHER INSURANCE

This insurance is excess over any other valid and collectible insurance applicable to providing or failing to provide Professional Services, or any other valid and collectible insurance that is otherwise available to an Insured and is applicable to a Claim. All other insurance, whether effective prior to or subsequent to the Policy Period of this policy, will first apply. This policy will not be considered as contributing with such other insurance and the Company will pay only the difference between the amount recoverable under such other insurance and the amount of any legal liability covered under this policy which does not exceed the Per Medical Incident Limit of Liability, and the Annual Aggregate Limit of Liability stated on the Declarations Page.

PART 12. SUBROGATION

An Insured may have the right to recover all or part of a loss paid by the Company from another person or organization; the Insured, and any business entity under the Insured's control, must fully cooperate in securing any rights of recovery available and

must not do anything before or after a loss to prejudice such rights. The Insured, by accepting this policy of insurance, or coverage hereunder, agrees to assign any and all rights of recovery as aforesaid, to the Company, and to cooperate fully in any subrogation action initiated by the Company.

PART 13. CANCELLATION AND NON-RENEWAL BY THE NAMED INSURED

To cancel your policy, you must mail written notice to the Company stating the prospective date on which you wish your cancellation to be effective. If you cancel prior to the end of a quarter, you will be refunded any unearned premium based on HIC's then current return premium formula. The cancellation date of your policy will be the date requested in your written cancellation notice to us or the date it is received by HIC, whichever is later.

PART 14. CANCELLATION AND NON-RENEWAL BY HIC

A. Cancellation by the Company

The Company may cancel your policy for any reason within the first sixty (60) days it is initially in force upon twenty (20) days written notice to the Named Insured and the Named Insured's agent or broker, if any. Thereafter, the Company may only cancel for the following reasons, upon fifteen (15) days written notice:

1. Non-payment of premium. Notice of Cancellation on this ground shall inform the insured of the amount due;

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- 2. Your authority to practice medicine is revoked, suspended or surrendered;
- 3. Conviction of a crime arising out of acts increasing the hazard insured against;
- 4. Discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a Claim thereunder;
- 5. After issuance of the policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and which occurred subsequent to inception of the current Policy Period;
- 6. Material change in the nature or extent of the risk, occurring after issuance or last annual renewal anniversary date of the policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;
- 7. Required pursuant to a determination by the Superintendent that continuation of the present premium volume of the Company would jeopardize the Company's solvency or be hazardous to the interest of the company's policyholders, creditors or the public;
- 8. A determination by the Superintendent that the continuation of the policy would violate, or would place the Company in violation of, any provision of the Insurance Law.
- B. Non-renewal
 - 1. If the Company elects not to renew this policy, the Company will send notice as provided in sub-paragraph B.3 below, along with the reason for non-renewal.
 - 2. If the Company conditions renewal of this policy upon (a) change of limits, (b) change in type of coverage, (c) reduction of coverage, (d) increased deductible, (e) addition of exclusion, or (f) increased premiums in excess of 10%, the Company will send notice as provided in sub-paragraph B.3 below.
 - 3. If the Company elects not to renew this policy or to conditionally renew this policy as provided in sub-paragraphs B.1 and B.2 above, HIC will mail or deliver written notice at least sixty (60) but not more than one hundred

twenty (120) days before the anniversary date. If the notice is mailed or delivered less than sixty (60) days prior to the Anniversary date, the Policy Period shall be extended until the sixtieth (60th) day following such mailing or delivery, and the Annual Aggregate Limit shall be increased in the same proportion that the period of extension bears to one (1) year. The premium for the extension of the Policy Period shall be the lower of the rate for the otherwise expiring policy or the then current rate. If the Named Insured elects to cancel or replace the policy during such extension, premium for same shall be computed on a pro-rata basis provided, however, that if the Named Insured elects to renew on the basis of a conditional renewal notice, then such terms, conditions and rates shall govern the policy upon expiration of such sixty day period unless such notice was provided at least thirty days prior to the expiration date of the policy, in which event the terms, conditions and rates set forth in the conditional renewal notice shall apply as of the renewal date. In either event, a new Annual Aggregate Limit shall become effective as of the inception date of the renewal.

- 4. Notice will be mailed or delivered to the Named Insured at the address shown in the policy, and to the Named Insured's broker or agent, if any. If notice is mailed, proof of mailing will be sufficient proof of notice.
- 5. The Company will not send notice of non-renewal or conditional renewal if the Named Insured, the authorized representative of the Named Insured or another insurer authorized by the Named Insured mails or delivers notice that the policy has been replaced or is no longer desired.

PART 15. LAWS AND REGULATIONS

If any of the terms of this policy are in conflict with any statute or lawful regulation of a governmental agency of the state in which it is issued, such term is hereby eliminated from this policy to the extent of such conflict, and any agreement or condition required by such law or regulation to be included in such a policy shall be construed to be a part of this policy.

PART 16. INSURED'S POLICY ADMINISTRATOR

The Named Insured must designate a policy administrator in the application for this policy or in a later written request on a form acceptable to the Company. The policy administrator shall be the agent of all Insureds for: paying premiums; requesting changes to, or cancellation of, this policy; and receiving any payments due from the Company to any Insured.

PART 17. ASSESSABILITY

This policy is non-assessable. This means the Insured is responsible only for payment of the applicable premium.

PART 18 CANCELLATION TABLE - QUARTERLY PREMIUM (ATTACHED)

IN WITNESS WHEREOF, HOSPITALS INSURANCE COMPANY, INC. has caused this policy to be signed by a duly authorized representative of HIC, but this policy shall not be valid unless completed by the attachment hereto of a Declarations Page and countersigned on the Declarations Page by a duly authorized representative of HIC.

> Hospitals Insurance Company, Inc., By Its Authorized Representative:

Noeleen Doelger, Chief Operating and Financial Officer, Healthcare Risk Advisors, Inc.

	Factor			Factor			Factor			Factor	
Days	P/R*	S/R	Days	P/R	S/R	Days	P/R	S/R	Days	P/R	S/R
1	.011	.06	24	.263	.31	47	.515	.57	70	.767	.82
2	.022	.07	25	.274	.32	48	.526	.58	71	.778	.83
3	.033	.08	26	.285	.34	49	.537	.59	72	.789	.84
4	.044	.09	27	.296	.35	50	.548	.60	73	.800	.85
5	.055	.11	28	307	.36	51	.559	.61	74	.811	.86
6	.066	.12	29	.318	.37	52	.570	.62	75	.822	.87
7	.077	.13	30	.329	.38	53	.581	.63	76	.833	.88
8	.088	.14	31	.340	.39	54	.592	.64	77	.844	.89
9	.099	.15	32	.351	.40	55	.603	.65	78	.855	.91
10	.110	.16	33	.362	.41	56	.614	.66	79	.866	.92
11	.121	.17	34	.373	.42	57	.625	.68	80	.877	.93
12	.132	.18	35	.384	.43	58	.636	.69	81	.888	.94
13	.142	.19	36	.395	.45	59	.647	.70	82	.899	.95
14	.153	.20	37	.405	.46	60	.658	.71	83	.910	.96
15	.164	.21	38	.416	.47	61	.668	.72	84	.921	.97
16	.175	.23	39	.427	.48	62	.679	.73	85	.932	.98
17	.186	.24	40	.438	.49	63	.690	.74	86	.942	.99
18	.197	.25	41	.449	.50	64	.701	.75	87	.953	1.00
19	.208	.26	42	.460	.51	65	.712	.76	88	.964	1.00
20	.219	.27	43	.471	.52	66	.723	.77	89	.975	1.00
21	.230	.28	44	.482	.53	67	.734	.78	90	1.00	1.00
22	.241	.29	45	.493	.54	68	.745	.80	91	1.00	1.00
23	.252	.30	46	.504	.55	69	.756	.81	92	1.00	1.00

CANCELLATION TABLE - QUARTERLY PREMIUM

* P/R - PRO RATA S/R - SHORT RATE

JOINT DEFENSE ENDORSEMENT

In the event an Insured is named as a defendant in a Claim and any other Insured(s) or facility insured by the Company under this policy is also named in that Claim, the Company may provide a joint defense to all involved Insureds. The joint defense permits the Company to conduct a unified claims investigation, claims file management and litigation defense which will be furnished by a single claims manager and a single attorney representing all such parties insured by the Company.



PROFESSIONAL ENTITY - MEDICAL PROFESSIONAL LIABILITY POLICY

POLICY ADMINISTRATOR ENDORSEMENT

This endorsement, effective on Policy No.

at 12:01 A.M. Standard Time, forms a part of

In consideration of the premium paid, it is agreed that the Named Insured designates as Policy Administrator pursuant to Section II, Part 16, of the policy. The Policy Administrator is the agent of all Insureds for: paying premiums; requesting changes to, or cancellation of, this policy; and receiving any payments due from HIC to any Insured. The name and address of the person to whom HIC shall mail all bills, invoices, and notices, including notices of cancellation and non-renewal and, if applicable, notices and invoices pertaining to extended reporting coverage, is as follows:

The foregoing shall be the mailing address for all purposes as required by this policy except that HIC will direct communications pertaining to a Claim as instructed by the Named Insured at the time the claim is first reported.

All other terms and conditions of the Policy remain unchanged. This endorsement does not, under any circumstances, increase the limits of liability provided by the Policy.

IN WITNESS WHEREOF, HIC has caused this endorsement to be signed by its duly authorized representative.

Hospitals Insurance Company, Inc., By Its Authorized Representative:

Noeleen Doelger, Chief Operating and Financial Officer, Healthcare Risk Advisors, Inc.

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PROFESSIONAL ENTITY - MEDICAL PROFESSIONAL LIABILITY POLICY CONTROLLED ENTITY ENDORSEMENT

This endorsement, effective on January 1, 2021 at 12:01 A.M. Standard Time, forms a part of Policy No.P016815. In consideration of the premium paid, it is agreed that Named Insured shall include the following professional entities while under common ownership or control:

All other terms and conditions of the Policy remain unchanged. This endorsement does not, under any circumstances, increase the limits of liability provided by the Policy.

Hospitals Insurance Company, Inc., By Its Authorized Representative:

Noeleen Doelger, Chief Operating and Financial Officer, Healthcare Risk Advisors, Inc.