

PUERTO RICO MEDICAL DEFENSE INSURANCE COMPANY
The Corporate Center Building • Suite 702 • Calle Resolución #33 • San Juan, PR 00920-2707
Physicians, Surgeons and Dentists Professional Liability Insurance Policy
This Declarations Page is attached to and forms part of the insurance policy.

DECLARATIONS PAGE

1. **Named Insured:** MIGUEL DIAZ

2. **Named Insured's Address:**

3. **Producer:** CARLOS M. BENITEZ

MUGUET LANDRAU

4. **Policy Number:** 999987

5. **Policy Period** From: 08/27/2020 To: 08/27/2021
Both days at 12.01 A.M. Local Standard Time at the Named Insured's address shown in Item 2.

6. **Retroactive Date:** 08/27/2020

7. **Limits of Liability:**
*The insurance afforded is only with respect to the following coverages as are indicated by specific premium charge or charges, subject to the Limits of a Liability stated herein and to all the terms of this policy relating thereto. Furthermore, separate policies will be issued for each Coverage A and Coverage B when applied for and both coverages are provided by the **Company**.*

a.

Limits of Liability	\$100,000 per Medical Incident	\$300,000 aggregate
Premium		\$975

Additional Coverages

<input checked="" type="checkbox"/> eMED Defense Cyber Endorsement		
Limits of Liability	\$ 25,000 per incident	\$ 25,000 aggregate
Sub-Limit for Fines & Penalties		\$10,000.00
Deductible		\$1,000.00
Premium		200

eMED Defense Cyber Endorsement is subject to its own conditions and exclusions. Please refer to Endorsement Form: P-122 attached to this policy.

b. Coverage B – Partnership, Association or Corporation Professional Liability

Limits of Liability	\$ per Medical Incident	\$ aggregate
Premium		

8. The number of professional **employees** employed by the **Insured** under Coverage B:

Professional Employees	Coverage B
Physicians/ Surgeons / Dentist	
Allied Healthcare Providers	

9. Additional locations under Coverage B:

10. The **Named Insured** is engaged in the practice of _____
_____and is dully registered and licensed to practice this profession under the laws of the Commonwealth of Puerto Rico.

11. Puerto Rico Physician, Surgeon or Dentist License Number: 564685.

12. The **Named Insured**:

- a. is not connected with any partnership other than that described in item (8);
- b. is not an owner or operator of a hospital, sanatorium or clinic with bed and board facilities;
- c. does not perform major surgery;
- d. does not perform minor surgery;
- e. does not use X-Ray apparatus for therapeutic treatment;
- f. has no other professional specialty;

Please list any exceptions to a., b; c; d; e; or f.: _____.

13. Forms and endorsements forming part of this policy at time of issue:
- a. Form SED: Schedule of Endorsement
 - b. Form E-102: Mandatory Premium and Coverage Conditions Endorsement Puerto Rico
 - c. Form E-103: Continuous Renewal Endorsement

Countersigned on 09/29/2020 in San Juan, PR, by:

Authorized Representative



PHYSICIANS, SURGEONS AND DENTISTS PROFESSIONAL LIABILITY INSURANCE POLICY

eMed Defense Cyber Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

Policy Number: 999987

Effective Date: 08/27/2020

Retroactive Date: 08/27/2020

This endorsement modifies insurance provided under:

eMed Defense Cyber Limit of Liability	\$25,000
eMed Defense Cyber Aggregate Limit	\$25,000
eMed Defense Cyber Sub-Limit for Fines & Penalties	\$10,000
EMed Defense Cyber Deductible	\$ 1,000
eMed Defense Cyber Retroactive Date	
eMed Defense Cyber Inception Date	
eMed Defense Cyber Expiration Date	
Endorsement Premium	\$ 200.00

NOTICE TO INSURER:

Puerto Rico Medical Defense Insurance Company
Chubb Building
#33 Resolución St.
San Juan, PR 00920

IT IS HEREBY UNDERSTOOD AND AGREED TO THAT THIS ENDORSEMENT INCLUDES ITS OWN TERMS, CONDITIONS AND COVERAGES AND DOES NOT CONSTITUTE A MODIFICATION OF THE INSURING AGREEMENT OF THE PHYSICIANS, SURGEONS AND DENTISTS PROFESSIONAL LIABILITY INSURANCE POLICY, MEANING THAT ALL ITS TERMS, CLAUSES, CONDITIONS AND COVERAGE WILL REMAIN IN EFFECT AS SET FORTH.

All provisions of the policy apply unless modified by this endorsement. With respect to the insurance afforded by this endorsement, the Limit of Liability shown in the Schedule above is not subject to or part of, and is in addition to, the Limits of Liability stated in the policy Declarations.

In consideration of the payment of the premium, and subject to the Declarations and the limitations, conditions, provisions and other terms of this endorsement, **We** and the **Insureds** agree as follows:

The following terms are added to the policy:

A. Privacy Breach Liability Coverage

We will pay for all **Loss** in excess of the Deductible set forth in the Declarations resulting from a **Claim** or **Suit** first made against you by an **Impacted Individual** during the **Endorsement Period** and first notified to **Us** by you in accordance with section **J.1.a.** of this endorsement, for an alleged **Privacy Breach**, to which this insurance applies; provided that such **Privacy Breach** first occurs on or after the **Retroactive Date**.



B. Security Breach Liability Coverage

We will pay for all **Loss** in excess of the Deductible set forth in the Declarations resulting from a **Claim** or **Suit** first made against you during the **Endorsement Period** and first notified to **Us** by you in accordance with section **J.1.a.** of this endorsement, for an alleged **Security Breach** to which this insurance applies; provided that the **Security Breach** first occurs on or after the **Retroactive Date**.

C. Breach Notice Response Services Coverage

We will provide you with **Breach Notice Response Services** in excess of the Deductible set forth in the Declarations for a **Privacy Breach** to which this insurance applies provided that: (1) the **Privacy Breach** first occurs during the **Endorsement Period**; (2) you comply with any **Breach Notice Law**; and (3) you notify **Us** in accordance with section **J.1.a.** of this endorsement.

D. Network Extortion Liability Coverage

We shall pay: (i) any **Extortion Monies** resulting from a **Credible Threat** in excess of the Deductible set forth in the Declarations exacted from you during the **Endorsement Period**, provided that you notify **Us** in accordance with section **J.1.a.** of this endorsement during the **Endorsement Period** or any optional extended reporting period; and (ii) reasonable costs and expenses associated with section **D.(i)** above.

E. Multimedia Liability Coverage

We will pay for all **Loss** in excess of the Deductible set forth in the Declarations resulting from a **Claim** or **Suit** first brought against you during the **Endorsement Period** and first notified to **Us** by you in accordance with section **J.1.a.** of this endorsement, for **Multimedia Perils** committed or alleged to have been committed on or after the applicable **Retroactive Date**.

F. Interrelated Events and Suits

Regardless of the number of **Insureds**, **Claims**, **Suits**, instances of unauthorized access to or unauthorized use of your **Computer System**, **Denial of Service Attacks**, thefts or loss of **Data** storage devices, hardware, attacks, and all **Interrelated Events** shall be considered a single **Privacy Breach** or a single **Security Breach**, such **Privacy Breach** or **Security Breach** shall be deemed to have first occurred on the date of the earliest **Privacy Breach** or **Security Breach**, and only the Limit of Liability for **Our** endorsement in effect, if any, on the date the first **Privacy Breach** or **Security Breach** occurred will apply to all **Loss** arising out of all **Interrelated Events** of one or more **Insureds**. All **Claims** or **Suits** arising out of **Interrelated Events**, shall be considered a single **Claim** or **Suit** regardless of the number of events, allegations, claimants, defendants or causes of action, and shall be deemed to be first made on the date the earliest of such **Claim** or **Suit** is first made, regardless of whether such date is before or during the **Endorsement Period**.

G. Defense of Suits

We will have the right and duty to defend the insured against any **Claim** or **Suit** seeking **Loss** to which this insurance applies even if the allegations of the **Claim** or **Suit** are groundless, false or fraudulent. However, **We** will have no duty to defend the insured against any **Claim** or **Suit** seeking amounts to which this insurance does not apply.

We may, at **Our** discretion, investigate and settle any **Claim** or **Suit** that may result. But:

1. The amounts **We** will pay under this endorsement are limited as described in Section **I.** below.
2. Our right and duty to defend end when **We** have used up the applicable Limit of Liability.
3. Once the Limit of Liability shown in the Declarations above is exhausted, **We** will have no further obligation to pay **Loss**, **Breach Notice Response Services**, **Extortion Monies**, or to undertake or continue the defense of any **Claim** or **Suit**. **We** will have the right to withdraw from the further defense of any **Claim** or **Suit** under this coverage by tendering control of the defense to you.



You will also be responsible for providing notification and **Credit Monitoring Services** to **Impacted Individuals** and may continue to utilize any vendors recommended by **Us** to provide such services.

H. Exclusions

This insurance does not apply to any **Loss, Claims or Suits; Extortion Monies**:

1. Alleging or arising out of any willful, deliberate, malicious, fraudulent, dishonest or criminal act, error or omission by an **Insured**, or any intentional or knowing violation of law, or intentional **Security Breach, Privacy Breach, or Multimedia Perils** by an **Insured**. This exclusion does not apply to **Claim Expense** incurred in defending an **Insured** against any such **Claim or Suit**, but **We** will have no obligation to pay any **Loss** for such conduct. However, if a court of competent jurisdiction or arbitrator determines that the **Insured's** conduct was willful, deliberate, malicious, fraudulent, dishonest or criminal, **We** will have the right to recover all **Claim Expense We** incurred to defend those **Insureds** found to have committed such conduct.

The **Insured** shall reimburse **Us** for all **Claim Expense** incurred defending the **Claim or Suit** and **We** shall have no further liability for **Claim Expense**. Such conduct shall not be imputed to the **Named Insured** if it occurs without the participation, knowledge, consent or acquiescence of any **Management Personnel**.

2. Made against an **Insured** alleging or arising out of any willful, deliberate, malicious, fraudulent, dishonest or criminal act, error or omission by such **Insured**, or any intentional or knowing violation of the law, or intentional **Security Breach, Privacy Breach or Multimedia Perils** by such **Insured**.
3. Brought by an entity which:
 - a. You own or partly own, operate, manage or in which you have an ownership interest in excess of 15%, or in which you are an officer or director, except this provision will not apply to a **Claim or Suit** that employee **Data** is the subject of a **Privacy Breach** or violation of a **Privacy Regulation**; or
 - b. Wholly or partly owns, operates, controls or manages you.
4. Alleging or arising out of any:
 - a. Physical injury, sickness, disease or death of any person, and if arising out of the foregoing, mental anguish or injury, pain and suffering, shock or emotional distress; or
 - b. Injury, impairment, destruction, corruption or distortion of any tangible property, including the loss of use of tangible property even when the tangible property has not itself been physically impaired, injured or destroyed.
5. Alleging or arising out of your insolvency, financial impairment or bankruptcy.
6. Alleging or arising out of any **Claim or Suit**, act, error, omission, circumstance, **Privacy Breach, Security Breach, Multimedia Perils, Interrelated Events** or potential **Claim or Suit** reported to a prior insurer.
7. Alleging or arising out of any act, error, omission, circumstance, vulnerability, **Privacy Breach, Security Breach, Multimedia Perils or Interrelated Events** if prior to the inception date of this endorsement, you knew, or reasonably could have foreseen, that such act, error, omission, circumstance, vulnerability, **Privacy Breach, Security Breach, Multimedia Perils or Interrelated Events** might form the basis of a **Claim or Suit** or potential **Claim or Suit**.
8. Alleging or arising out of any contractual liability or obligation, including without limitation, any liability assumed under contract, or alleging or arising out of or resulting from breach of contract or agreement, either oral or written, including without limitation, any breach of express warranty or guarantee.



9. Alleging or arising out of violation, misappropriation or infringement of any patent or trade secret.
10. Due to any actual or alleged electrical or mechanical breakdown, failure or interruption, disturbance, surge, spike, brownout or blackout; or outages to gas, water, telephone, cable satellite, telecommunications or other infrastructure comprising or supporting the **Internet** including service provided by the **Internet** service provider that hosts your website.
11. Alleging or arising out of any fire, smoke, explosion, lightning, wind, flood, surface water, earthquake, volcanic eruption, tidal wave, landslide, hail, act of God or any other physical event, however caused.
12. Alleging or arising out of any existence, emission or discharge of any electromagnetic field, electromagnetic radiation or electromagnetism that actually or allegedly affects the health, safety or condition of any person or the environment, or that affects the value, marketability, condition or use of any property.
13. Alleging or arising out of any:

War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

14. Act of Terrorism.

We also exclude **Loss**, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to **a.** and/or **b.** above.

15. Brought by or on behalf of the Federal Trade Commission, the Federal Communications Commission, or any other state, federal, local or foreign governmental entity, in such entity's regulatory or official capacity; provided, however, that this exclusion shall not apply to otherwise covered **Loss** under the **Privacy Breach Liability Coverage** or **Security Breach Liability Coverage** resulting from an otherwise covered **Claim** or **Suit** by the Office of Civil Rights of the U.S. Department of Health and Human Services.

16. Alleging or arising out of any of the following:

- a.** Trading losses, trading liabilities or change in value of accounts; any loss, transfer or theft of monies, securities or tangible property of others in your care, custody or control; or
- b.** The monetary value of any transactions or electronic fund transfers by you or on your behalf which is lost, diminished, or damaged during transfer from, into or between accounts.

17. Made by one **Insured** against another **Insured**. However, this exclusion does not apply to a **Claim** or **Suit** brought against you by your employee resulting from a **Privacy Breach** that is otherwise covered under Section **A. - Privacy Breach Liability Coverage** above.
18. Alleging or arising out of any wrongful employment practice, including, but not limited to harassment, hostile work environment, wrongful dismissal, discharge or termination, retaliation, wrongful disciplinary action, deprivation of career opportunity, failure to employ or promote, inadequate work place policies or procedures, or negligent evaluation of employees. However, this exclusion does not apply to any **Claim** or **Suit** resulting from a **Privacy Breach** that is otherwise covered.
19. Alleging or arising out of or any act, error or omission or breach of duty by any **Management Personnel** in the discharge of their duties if the **Claim** or **Suit** is brought by you or any of your principals, directors or officers, stockholders, members or employees in their capacity as such.

20. Alleging or arising out of the:



- a. Unauthorized collection or acquisition of **Personally Identifiable Information** by you, on your behalf, or with your consent or cooperation; or
- b. Failure to comply with a legal requirement to provide individuals with the ability to assent to or withhold assent (e.g. opt-in or opt-out) from the collection, disclosure or use of **Personally Identifiable Information**.

21. Alleging or arising out of the:

- a. Distribution of unsolicited email, direct mail or facsimiles, wiretapping, audio or video recording, or telemarketing by you or a third party on your behalf; or
- b. Violation of any federal, state or local statute, ordinance or regulation that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

22. Alleging or arising out of your activities as a trustee, partner, officer, director or employee of any employee trust, charitable organization, corporation, company or business other than the **Insured**.

23. Alleging or arising out of any false, deceptive or unfair trade practice or violation of any consumer protection laws; provided, however, that this exclusion shall not apply to an otherwise covered **Loss** under the **Privacy Breach Liability Coverage** or **Security Breach Liability Coverage** resulting from an otherwise covered **Claim** or **Suit** alleging a violation of the Health Insurance Portability and Accountability Act (HIPAA).

24. Alleging or arising out of any of the following:

- a. Any violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced and Corrupt Organizations Act or RICO), as amended, or any regulation promulgated thereunder or any similar federal law or legislation, or law or legislation of any state, province or other jurisdiction similar to the foregoing, whether such law is statutory, regulatory or common law;
- b. Any violation of any securities law, regulation or legislation, including but not limited to the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Act of 1940, any state or provincial blue sky or securities law, any other federal securities law or legislation, or any other similar law or legislation of any state, province or other jurisdiction, or any amendment to the above laws, or any violation of any order, ruling or regulation issued pursuant to the above laws;
- c. Any violation of the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Worker Adjustment and Retraining Act of 1988, the Certified Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act of 1970, or any similar law or legislation of any state, province or other jurisdiction, or any amendment to the above law or legislation, or any violation of any order, ruling or regulation issued pursuant to the above laws or legislation;
- d. Any breach of fiduciary duty, responsibility, or obligation in connection with any employee benefit or pension plan, including violation of the responsibilities, obligations or duties imposed upon fiduciaries by the Employee Retirement Income Security Act of 1974 as amended;
- e. Any violation of any local, state or federal laws concerning antitrust or restraint of trade, or any false, deceptive or misleading advertising, or any violation of the Sherman Antitrust Act, the Clayton Act, or the Robinson-Patman Act, as amended; or
- f. The knowing offshore movement, storage, processing or outsourcing of **Data** to a legal jurisdiction outside of the United States and its Territories by you or a third party on your behalf.

25. With respect to **Privacy Breach Liability Coverage**, **Security Breach Liability Coverage**, and **Multimedia Liability Coverage** alleging or arising out of any **Privacy Breach**, **Security Breach** or **Multimedia Perils** first occurring prior to the **Retroactive Date** of this endorsement.

26. Arising from your failure to realize or recognize income or revenue because of a **Security Breach**, **Privacy Breach** or **Multimedia Peril**.



27. Alleging or arising out any wireless access transmission (including without limitation WIFI or WIMAX) that is unencrypted or encrypted utilizing weak encryption.
28. Alleging or arising out of any use of or visit to social media, including without limitation any **Malicious Code** infection resulting from an individual's use of social media.

I. Limits of Liability

1. The Limit of Liability shown in the Declarations and the provisions below determine the most **We** will pay regardless of the number of:
 - a. **Insureds**;
 - b. **Claims or Suits** brought;
 - c. Persons or organizations making claims; or
 - d. **Privacy Breaches or Security Breaches**.
2. The Limit of Liability shown in the Declarations is the most **We** will pay for the sum of all **Loss, Breach Notice Response Services and Extortion Monies** covered by this endorsement. The Sublimit of Liability shown in the Declarations is the most **We** will pay for the sum of all **Loss** in the form of fines or penalties assessed against you by a regulatory or governmental body and covered by this endorsement.
3. The Limit of Liability applies in excess of the Deductible shown in the Declarations. The Deductible applies to payments for **Loss, Claim Expense, Breach Notice Response Services and Extortion Monies** covered by this endorsement. **We** will only be liable for **Loss, Claim Expense, Breach Notice Response Services and Extortion Monies** in excess of the Deductible. With respect to **Privacy Breach Liability Coverage, Security Breach Liability Coverage and Multimedia Liability Coverage**, the Deductible applies to each **Claim or Suit**. With respect to **Breach Notice Response Services Coverage** the Deductible applies to each **Privacy Breach**. With respect to **Cyber Terrorism**, the Deductible applies to each act of **Cyber Terrorism**. With respect to **Network Extortion Liability Coverage**, the Deductible applies to each instance **Extortion Monies** are exacted from you. **We** may pay any part or all the Deductible to settle or defend a **Claim or Suit**. You agree to promptly reimburse **Us** for any payments applicable to your Deductible.

J. Conditions

1. Duties in the event of **Privacy Breach, Security Breach, Credible Threat, Multimedia Perils, Cyber Terrorism, or Claim or Suit**
 - a. As a condition precedent to coverage in the event of **Credible Threats, Loss, Claims or Suits** and **Our** liability under the **Breach Notice Response Services Coverage** and the **Network Extortion Liability Coverage** sections of this endorsement, you must provide written notice to **Us** (using the contact information set forth in the Notice to Insurer on page 1 of this Endorsement as soon as practicable of any **Privacy Breach, Credible Threat, Security Breach, or act of Cyber Terrorism**.
 - b. As a condition precedent to coverage in the event of **Loss, Claims or Suits** and **Our** liability under the **Privacy Breach Liability Coverage, the Security Breach Liability Coverage, and the Multimedia Liability Coverage** sections of this endorsement, you must notify **Us** in writing (using the contact information set forth in the Notice to Insurer section of the Declarations) of any **Claim or Suit** against you as soon as practicable but in all events not later than: (i) the end of the **Endorsement Period** or Extended Reporting Period (if applicable); or (ii) within thirty (30) days after the end of the **Endorsement Period**, as long as such **Claim or Suit** was first made against you within the final thirty (30) days of the **Endorsement Period** and reported to **Us** no later than thirty (30) days after the date such **Claim or Suit** was first made against you.

To the extent possible, notice should include:



- (1) The circumstances surrounding the **Privacy Breach, Security Breach, Credible Threat, Multimedia Perils** or act of **Cyber Terrorism** including how, when, and where it took place;
- (2) The names and addresses of persons involved and any witnesses;
- (3) The nature of the harm resulting from the **Privacy Breach, Security Breach, Credible Threat, Multimedia Perils** or act of **Cyber Terrorism**;
- (4) The date the **Claim** or **Suit** was received (if relevant); and
- (5) An indication of the number of individuals that may be impacted, the type of information involved, and the actions taken to mitigate or contain the **Loss, Privacy Breach, Security Breach, Credible Threat, Multimedia Perils** or act of **Cyber Terrorism**.

c. You and any other involved **Insured** must:

- (1) Authorize **Us** to obtain records and other information;
- (2) Cooperate with **Us** in the investigation, settlement or defense of the **Claim, Suit, Privacy Breach, Security Breach, Credible Threat, Multimedia Perils** or act of **Cyber Terrorism**;
- (3) Assist **Us**, upon **Our** request, in the enforcement of any right against any person or organization which may be liable to an **Insured** because of **Loss** to which this insurance may also apply; and
- (4) Provide **Us** with a copy of or link to your relevant **Privacy Policy** and information security policy if applicable.

d. No **Insured** will, except at that **Insured's** own cost, voluntarily make a payment, assume any obligation, or incur any expense without **Our** consent.

e. It is a condition precedent to coverage under this endorsement that you obtain **Our** written consent before you admit liability, make any payment, assume any obligation, incur any expense, enter into any settlement, stipulate to any judgment or award, agreement or other means of disposing of any **Claim** or **Suit** or any portion of any claim.

2. The following Conditions are added:

a. Computer System Protection

(1) It is a condition, precedent to coverage under this endorsement that at all times during the **Endorsement Period** you or your independent contractor shall:

- (a) Maintain anti-virus software on any computer that is part of **Your Computer System** and update the protection at regular intervals but no less than at least once every 30 days;
- (b) Maintain firewalls on any computer that is part of **Your Computer System** and connected to the **Internet**; and
- (c) Take reasonable security precautions when processing, storing, or transmitting credit card payment **Data** or **Personally Identifiable Information**.

(2) It is a condition precedent to coverage under this endorsement arising out of any **Privacy Breach** or **Security Breach** involving a laptop computer, external hard-drive, thumb-drive, PDA, flash storage device, or storage device that such laptop computer, external hard-drive, thumb-drive, PDA, flash storage device, or **Data** storage device is subject to regular strong encryption processes and protected by reasonable access controls to prevent unauthorized access to such hardware.

b. Reimbursement

In the event of a determination that there is no coverage under this endorsement, you agree to reimburse **Us** for any and all **Loss** and **Breach Notice Response Services** that **We** paid for any **Privacy Breach, Claim** or **Suit** or portion of any **Privacy Breach, Claim** or **Suit** that was determined not to be covered.

K. Additional Services



The following **Additional Services** will reduce the available Limit of Liability and may exhaust it completely. Once the Limit of Liability shown in the Declarations is exhausted, **We** will have no further obligation to pay **Additional Services**:

1. Privacy Breach Management Services

In the event of a possible or actual **Privacy Breach** that may require you to comply with any **Breach Notice Laws**, **We** will provide you with **Privacy Breach Management Services** performed by the breach services consultants of **Our** choice. The possible or actual **Privacy Breach** must be reported to **Us** as soon as practicable after you first: (i) reasonably suspect; or (ii) actually discover, facts that reveal a potential or actual **Privacy Breach** has occurred.

Privacy Breach Management Services are available as needed for any one **Privacy Breach** for up to 12 consecutive months from the inception of the service. **Privacy Breach Management Services** are available to you regardless of whether you have actually suffered a **Privacy Breach** and whether or not an actual **Claim** or **Suit** under this endorsement results.

2. Identity Restoration Case Management Services

In the event of a **Privacy Breach** that requires you to comply with any **Breach Notice Laws**, **We** will provide **Identity Restoration** case management services performed by a **Fraud Specialist**.

Identity Restoration Case Management Services are available so long as any **Identity Fraud** related activity is first discovered by the **Impacted Individual** following a **Privacy Breach** under this endorsement.

Identity Restoration Case Management Services are available as needed for any **Identity Fraud** for up to 12 consecutive months from the inception of the service.

Identity Restoration Case Management Services are provided without regard to whether the person or persons committing the **Identity Fraud** are identified so long as the **Impacted Individual** is willing to complete a fraud victim affidavit and file a police report or incident report concerning the **Identity Fraud**.

3. Additional Services Definitions

a. **Fraud Specialist** means an expert who will assist in resolving the fraudulent use, or suspected fraudulent use, of personal information and to restore it to pre-incident status to the extent possible and feasible under the law. This assistance may include contacting credit reporting agencies, credit grantors, collection agencies and government agencies or other activities needed to restore the identity information of the **Impacted Individual**.

b. **Identity Fraud** means and includes any fraudulent activity associated with an **Account Takeover** or **Identity Theft** suffered by an **Impacted Individual**.

c. **Identity Restoration Case Management Services** means assistance to an **Impacted Individual** by a **Fraud Specialist** who will work on a one-on-one basis and provide help and guidance specific to the **Impacted Individual's** classification as an **Account Takeover** or **Identity Theft** victim.

d. **Privacy Breach Management Services** means those services provided to you including:

(1) **Proactive Breach Preparation Services** - Tools, educational material information or requests for information that can be used to instruct staff and prevent and prepare for a **Privacy Breach**.

(2) **Reactive Breach Response Services** - **We** will assist you with the handling and management of a **Privacy Breach**. Such assistance may include guidance about best practices, documentation, or the overall process of responding to the **Privacy Breach**. **We** may also assign breach services consultants to work directly with your breach management team, management or legal counsel.

(3) **Computer and Network Forensic Evaluation Consulting Services** - **We** will provide general consulting on technical aspects of the **Privacy Breach** including assistance with determining if and what type of specific computer and network forensics you should undertake. Computer and Network Forensic Evaluation



Consulting Services does not include the actual performance of digital forensic services on **Your Computer Systems** or networks and does not include suggestions or consulting regarding corrective actions to be taken by you to address inadequacies in **Your Computer System's** or network's security.

L. Definitions

1. **Account Takeover** means the takeover by a third party of one or more existing deposit accounts, credit card accounts, debit card accounts, ATM cards, or lines of credit in the name of an **Impacted Individuals**.
2. **Act of Terrorism** means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
Act of Terrorism is not deemed to include **Cyber Terrorism**.
3. **Breach Notice Legal and Forensic Expenses** means:
 - a. Fees incurred for the services of a third-party computer forensics professional to conduct an investigation to identify whether **Data** containing **Personally Identifiable Information** was accessed by an unauthorized person as a result of a covered **Privacy Breach**; and
 - b. Attorney fees for an outside attorney to determine whether any **Breach Notice Laws** apply and the obligations of such applicable laws, and assist you to comply with such laws, including but not limited to drafting notice letters to **Impacted Individuals**.
4. **Breach Notice Law** means any governmental statute or regulation that requires an organization to provide notice to those individuals whose **Personally Identifiable Information** was, or was reasonably believed to have been, accessed by an unauthorized third party.
5. **Breach Notice Response Services** means any of the following expenses incurred by **Us**, or by you with **Our** prior written consent, with respect to **Impacted Individuals**:
 - a. **Breach Notice Legal and Forensic Expenses**;
 - b. **Notice Fulfillment Services** for **Privacy Breaches** requiring you to comply with any **Breach Notice Laws**; and
 - c. **Credit Monitoring Services** for **Privacy Breaches** requiring you to comply with any **Breach Notice Laws**.
6. **Claim** means:
 - a. Any demand for damages or compensation from you or;
 - b. Any written or verbal notice of any intention to commence any legal proceeding or arbitrations against you.
7. **Claim Expense** means only those reasonable legal fees, costs or expenses incurred by **Us** or you with **Our** prior written consent, to defend or investigate a **Claim** or **Suit**. **Claim Expense** does not include any salaries, overhead, lost productivity, or other internal costs, expenses or charges you incur; costs or expenses for mitigation of a **Privacy Breach** or **Security Breach**; the costs or expenses for or arising out of any security or privacy measures, controls, policies, procedures, assessments or audits; or the costs or expenses of any investigation of or compliance with any **Breach Notice Law**.
8. **Credible Threat** as provided by Coverage **D** means a threat to:
 - a. Release, divulge, disseminate, destroy or use **Your Digital Assets** acquired by unauthorized access or unauthorized use of **Your Computer System**;
 - b. Introduce **Malicious Code** into **Your Computer System**;
 - c. Corrupt, damage or destroy **Your Computer System**;



- d. Electronically communicate with your customers and falsely claim to be you or to be acting under your direction in order to falsely obtain personal confidential information of your customers (also known as 'pharming', 'phishing', or other types of false communications); or
- e. Restrict or hinder access to **Your Computer System**, including the threat of a criminal or malicious **Denial of Service Attack**.

- 9. **Credit Monitoring Services** means twelve (12) months of **Credit Monitoring Services** provided to each **Impacted Individual**, but only if such individual enrolls for and redeems such services. This endorsement does not cover any expenses related to or arising out of credit monitoring services where an **Impacted Individual** has not enrolled for and redeemed such services. Credit monitoring services notify an affected individual by e-mail when there is any change or suspicious activity on a credit record on file with a credit reporting agency.
- 10. **Cyber Terrorism** means an act or series of acts of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), committed for political, religious or ideological purposes, including but not limited to, the intention to influence any government and/or to put the public in fear for such purposes by using activities perpetrated electronically or otherwise that are directed toward the destruction, disruption or supervision of communication and information systems, infrastructure, computers, the **Internet**, telecommunications or electronic networks and/or its content thereof or sabotage and/or threat therefrom.
- 11. **Data** means machine-readable information, irrespective of the way it is used or rendered, including but not limited to, text, digital media or images.
- 12. **Denial of Service Attack** means an intentional and malicious attack by a third party intended by such to block or prevent access to **Your Computer System** or a third party's computer system if launched from **Your Computer System**.
- 13. **Extortion Monies** means monies payable by you, with **Our** prior written consent or paid by **Us** on your behalf, to a person(s) or entity (ies) believed to present a **Credible Threat** for the purpose of terminating such threat.
- 14. **Identity Theft** means a fraud committed or attempted by a third party using the identifying information of another person without authority and resulting in the creation of one or more new accounts, or a new identity in public records (such as a driver's license) or elsewhere.
- 15. **Impacted Individual** means an individual whose **Personally Identifiable Information** was compromised as a result of a **Privacy Breach**
- 16. **Insured** means:
 - a. You, Your, Yours
 - b. The **Named Insured** acting within the scope of duties in connection with its business;
 - c. Any subsidiary of the **Named Insured** if at the inception of, and throughout, the **Endorsement Period**, the **Named Insured** owns interests representing more than fifty percent (50%) of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation, the management committee members of a joint venture or partnership, or the members of the management board of a limited liability company (as applicable), and only with respect to conduct which takes place while it is a subsidiary of the **Named Insured**, that is within the scope of its duties in connection with its business, and otherwise covered by this endorsement; and
 - d. Any employee of the **Named Insured** or any entity in Part b. of this definition, but only with respect to acts within the scope of his or her employment by you.



17. **Internet** means the worldwide public network of computers which enables the transmission of electronic **Data** between different users, including private communications networks existing within a shared or public network platform.
18. **Interrelated Events** means **Claims, Suits, Privacy Breaches or Security Breaches** which arise out of or have as a common basis any:
- a. Related causes, circumstances, situations, events, transactions or facts;
 - b. Series of related causes, circumstances, situations, events, transactions or facts; or
 - c. Common pattern of conduct.

19. **Loss** means:

- a. Any amount which an **Insured** becomes legally obligated to pay as compensatory damages resulting from a **Claims** or **Suit** for a **Privacy Breach, Security Breach, or Multimedia Perils** (as applicable), to which this insurance applies and shall include judgments and settlements; and
- b. **Claim Expense**.

Loss shall not include:

- a. Fines and penalties, except otherwise covered fines and penalties assessed against you by a regulatory or governmental body to the extent they are insurable by law and not to exceed the Sublimit stated in Item 7a of the Declarations Page.
 - b. Taxes;
 - c. Punitive or exemplary damages or any damages that are multiples of compensatory or any other damages assessed against an **Insured**;
 - d. Equitable relief, injunctive relief, declarative relief or any other relief or recovery other than monetary amounts;
 - e. Any fine, penalty, cost, recovery amount, assessment or expense (including without limitation any VISA ADCR or Mastercard ADC assessments), arising out of or related to any **Privacy Breach or Security Breach** arising out of or, related to, or involving, any payment card information, including without limitation, debit, credit, gift or prepaid card information, or any primary account number, service code, expiration **Data**, magnetic stripe **Data**, CAV2/CVC2/CVV2/CID numbers, PIN/PIN Block; or
 - f. Amounts or matters which may be deemed uninsurable under the law pursuant to which the endorsement shall be construed.
20. **Malicious Code** means any virus, Trojan, worm or other similar malicious software program, code or script (including without limitation any of the foregoing that are specifically targeted or generally targeted at multiple computers or networks) intentionally designed to infect and harm a computer system, harm **Data** on a computer system, or steal **Data** from a computer system.
21. **Management Personnel** means your officers, directors, risk managers, partners, managing members of an LLC, or staff attorneys (including without limitation any CIO, CSO, CEO, COO, GC, CISO, or CFO), or any individual in a substantially similar position, or having substantially similar responsibilities, as the foregoing, irrespective of the exact title.
22. **Multimedia Perils** means the release of, or display of, any electronic media on your **Internet** site or **Print Media** for which you are solely responsible, which directly results in any of the following:
- a. Any form of defamation or other tort related to the disparagement or harm to the reputation or character of any person or organization, including libel, slander, product disparagement or trade libel, and infliction of emotional distress, mental anguish, outrage or outrageous conduct, if directly resulting from the foregoing;
 - b. Invasion, infringement or interference with an individual's right of privacy or publicity, including false light, intrusion upon seclusion, commercial misappropriation of name, person, or likeness, and public disclosure of private facts;



- c. Plagiarism or piracy;
- d. Infringement of copyright, trademark, trade name, trade dress, title, slogan, service mark or service name; or
- e. Domain name infringement or improper deep-linking or framing.

23. **Named Insured** means the Named **Insured** identified in the Declarations.
24. **Notice Fulfillment Services** means fulfillment services to provide notice to **Impacted Individuals** as required under applicable **Breach Notice Laws**, including printing services, email notice, media notice, mailing services and postage.
25. **Personally, Identifiable Information** means any of the following information in your care, custody and control, in electronic or paper form or media:
- a. A person's first and last name, or first initial and last name in combination with: social security number, passport number or any other national identification number; driver's license number or any other state identification number; medical or healthcare **Data** including protected health information; or any account number, credit or debit card number in combination with any required password or security code that would permit access to the financial account;
 - b. Non-public personal information as defined in any **Privacy Regulation**; or
 - c. An Internet Protocol (IP) address where utilizing reasonable knowledge means you can identify a specific individual with such IP address.
26. **Endorsement Period** means the period of insurance beginning on the Inception Date identified in the Declarations and ending on the earlier of the Expiration Date in the Declarations or the date the endorsement is cancelled or otherwise expires.
27. **Print Media** means newspapers, newsletters, magazines, books and literary works in any form, brochures or other types of publications, and advertising materials, including packaging, photographs and digital images.
28. **Privacy breach** means any of the following:
- a. Theft or loss of **Personally Identifiable Information** in your possession or control; or
 - b. Your negligent failure to destroy or delete personally identifiable information or allow a person to access or correct his or her personally identifiable information, in violation of your existing **Privacy Policy**.
29. **Privacy policy** means your written and publicly disclosed policies identifying your practices for the collection, use, disclosure, sharing, allowing of access to, and correction of **Personally Identifiable Information**.
30. **Privacy regulation** means any statute or regulation addressing the control, use or protection of **Personally Identifiable Information**.
31. **Programming Error** means an error which occurs during the development or encoding of a computer program, application or operating system and which would, when in operation, result in: (i) a malfunction of **Your Computer System** or processing system; (ii) interruption of operations; or (iii) an incorrect result.
32. **Retroactive date** means the retroactive date identified in the Declarations of this endorsement.
33. **Security Breach** means:
- a. The inability and failure of your existing technical or physical security measures of **Your Computer System** to prevent unauthorized access to or unauthorized use of **Your Computer System** or a **Denial of Service Attack**;



- b. Physical theft or loss of a **Data** storage device that results in unauthorized access to **Personally Identifiable Information**, including a laptop computer; or
- c. Transmission of **Malicious Code** from **Your Computer System** to a third party's computer system.

34. **Suit** means a civil proceeding in which damages because of: (i) a **Privacy Breach** (for **Privacy Breach Liability Coverage**); (ii) a **Security Breach** (for **Security Breach Liability Coverage**); or (iii) **Multimedia Perils**, to which this insurance applies are alleged; provided that **Suit** shall not mean any action by any state, federal, local or foreign governmental entity, in such entity's regulatory or official capacity, except for the Office of Civil Rights of the U.S. Department of Health and Human Services.

35. **We, Us or Our** means the insurer identified in the Declarations.

36. **Your Computer System** means any computer hardware, software or firmware, laptop computer, external hard-drive, thumb-drive, non-phone PDAs or flash storage device and components thereof including **Data** stored thereon, that is:

- a. Leased or owned, and which is under your direct operational control; or
- b. Under the direct operational control of an independent contractor that provides services on your behalf to your clients or customers; provided that such independent contractor has agreed pursuant to a written contract with you to fully indemnify you for any claims, loss and costs arising out of any unauthorized access or use of such computer hardware, software or firmware, components and **Data**.

Provided, however, **Your Computer System** does not mean or include any phone devices (including without limitation any smart phone) or any device or equipment leased to you or leased or sold by you.

37. **Your Digital Assets** means digitally stored content, or an online account owned by you. Digital assets do not include computer hardware.

M. Changes

The terms of this Endorsement shall not be waived or changed except by endorsement duly executed by an authorized representative of the Company, issued to form a part of this Endorsement, and agreed upon by the **Named Insured**. If changes apply upon renewal these must have been agreed with the **Named Insured** at least 30 days in advanced to the expiration date and written consent given by the **Named Insured**.

N. Cancellation

- a. This endorsement may be cancelled by you by surrender thereof to **Us** or by giving a written notice to **Us** through your broker stating when thereafter the cancellation shall be effective. **We** may cancel this endorsement by giving to you or via the broker a written notice stating when not less than 60 days thereafter such cancellation shall be effective. However, if **We** cancel this endorsement because you have failed to pay a premium when due, this endorsement may be cancelled by **Us** by giving a written notice of cancellation to you at the address in the **Named Insured** Address section of the Declarations, stating when not less than 10 days thereafter such cancellation shall be effective.
- b. If the **Named Insured** cancels, earned premiums shall be computed in accordance with the customary short rate procedure. If **We** cancel this policy, earned premium shall be computed pro rata.
- c. Non – Renewal: **Our** offer of renewal terms, conditions, limits of liability and/or premiums different from those of the expiring endorsement shall not constitute a refusal to renew. If the **Named Insured** exercises its right to purchase an **Optional Extended Reporting Period**, the Automatic Extended Reporting Period shall be deemed void from its inception date.

O. Extended Reporting Provisions

Solely with respect to the **Privacy Breach Liability Coverage** and **Security Breach Liability Coverage** as is provided by this endorsement, the following provisions apply:



a. Automatic Extended Reporting Period

If **We** or the **Named Insured** shall cancel or elect not to renew the coverage provided under this endorsement, you shall have the right following the effective date of such cancellation or nonrenewal to a period of sixty (60) days (herein referred to as the Automatic Extended Reporting Period) in which to give written notice to **Us** of **Claims** or **Suits** first made against you during the Automatic Extended Reporting Period for any **Privacy Breach** or **Security Breach** occurring prior to the end of the **Endorsement Period** and otherwise covered by this endorsement. The Automatic Extended Reporting Period shall not apply to **Claims** or **Suits** that are covered under any subsequent insurance you purchase or which is purchased for your benefit, or that would be covered by such subsequent insurance but for (1) the exhaustion of the amount of insurance applicable to such **Claims** or **Suits**, or (2) any applicable Deductible.

b. Optional Extended Reporting Period

If **We** or the **Named Insured** shall cancel or elect not to renew the coverage provided under this endorsement, you shall have the right to a period of up to two (2) years following the effective date of such cancellation or nonrenewal (herein referred to as the **Optional Extended Reporting Period**), upon payment of an additional premium of up to

- i. 85% of the full annual premium, for a period of one (1) year, or
- ii. 100% of the full annual premium, for a period of two (2) years,

in which to give written notice to **Us** of **Claims** or **Suits** first made against you during the Optional Extended Reporting Period for any **Privacy Breach** or **Security Breach** first occurring prior to the end of the **Endorsement Period** and otherwise covered by this endorsement.

As used herein, **Full Annual Premium** means the premium level as stated in the Declarations of this endorsement in effect immediately prior to the end of the **Endorsement Period**.

The rights contained in this clause shall terminate, however, unless the **Named Insured** of the endorsement provides written notice of such election together with the additional premium due to **Us** within thirty (30) days of the effective date of cancellation or non-renewal of the endorsement. The additional premium for the Optional Extended Reporting Period shall be fully earned at the inception of the Optional Extended Reporting Period. The Optional Extended Reporting Period is not cancelable. This clause and the rights contained herein shall not apply to any cancellation resulting from non-payment of premium.

The Limit of Liability for any applicable Extended Reporting Period shall be part of, and not in addition to, **Our** Limit of Liability set forth in the Declarations for this endorsement, and any applicable sublimit of liability.

P. Other Insurance

Refer to Other Insurance Clause as per Policy.

Q. Assignment

This endorsement may not be assigned to any party unless **We** consent in writing to the assignment.

R. Entire Agreement

By acceptance of the endorsement, you agree that this endorsement embodies all agreements between **Us** and you relating to this endorsement and the subject matter hereof, and supersedes and merges all prior or contemporaneous representations,



discussions, proposals, negotiations, conditions, communications and agreements, whether written or oral, between **Us** and you relating to this endorsement and the subject matter hereof.

S. Headings

The titles of paragraphs, section, provisions, or endorsements of or to this endorsement are intended solely for convenience and reference and are not deemed in any way to limit or expand the provisions to which they relate and are not part of the endorsement.

T. Violation of Economic or Trade Sanctions

This endorsement does not provide coverage to the extent that trade or economic sanctions or other similar laws or regulations prohibit the Insurer from providing insurance.



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**PHYSICIANS, SURGEONS & DENTISTS
PROFESSIONAL LIABILITY INSURANCE POLICY
CLAIMS MADE AND REPORTED COVERAGE**

IMPORTANT NOTICE

THIS IS A CLAIMS MADE AND REPORTED POLICY. SUBJECT TO ITS TERMS, CONDITIONS, AND EXCLUSIONS, THIS POLICY ONLY PROVIDES COVERAGE FOR **CLAIMS** WHICH ARE FIRST MADE AGAINST AN **INSURED** AND REPORTED TO PUERTO RICO MEDICAL DEFENSE INSURANCE COMPANY AS SOON AS PRACTICABLE BUT IN NO EVENT LATER THAN SIXTY (60) DAYS AFTER EXPIRATION OF THE POLICY. EXTENDED REPORTING PERIOD COVERAGE IS AVAILABLE. THE **COMPANY'S** LIABILITY IS LIMITED TO THOSE **CLAIMS** ARISING OUT OF **PROFESSIONAL SERVICES** WHICH WERE RENDERED AFTER THE RETROACTIVE DATE STATED IN THE DECLARATIONS PAGE.

In consideration of the payment of the premium and in reliance upon the representations in the **Insured's** completed and signed application attached hereto and made a part hereof and any materials submitted therewith for this insurance, and subject to the policy wording including the Insuring Agreements, Conditions, Definitions and Exclusions made a part hereof, the **Company** agrees with the **Insured** as follows:

1. INSURING AGREEMENT:

Subject to the limit of liability, the terms, conditions and exclusions applicable to this policy, the **Company** agrees to pay on behalf of the **Insured** with respect only to his practice within the Commonwealth of Puerto Rico:

Coverage A – Individual Professional Liability

All sums which the **Insured** shall become legally obligated to pay as **Damages** because of **Injury** to which this policy applies caused by a **Medical Incident**, occurring on or after the retroactive date, for which a **Claim** is first made against the **Insured** and reported to the **Company** during the **Policy Period**, arising out of the rendering of or failure to render **Professional Services** by the **Insured** as a physician, surgeon or dentist.

Coverage B – Partnership, Association or Corporation Professional Liability

All sums which the **Insured** shall become legally obligated to pay as **Damages** because of **Injury** to which this policy applies caused by a **Medical Incident**, by any person whose acts or omissions the **Organization** insured is legally responsible, occurring on or after the retroactive date, for which a **Claim** is first made against the **Insured** and reported to the **Company** during the **Policy Period**.

2. DEFENSE, SETTLEMENT, INVESTIGATION

The **Company** shall have the right and duty to defend any **Claim** against the **Insured** seeking **Damages** because of **Injury** to which this insurance applies even if any of the allegations of the **Claim** are groundless, false or fraudulent. The **Company** may make such investigation of any **Claim**, as it deems expedient, but will not settle any **Claim** without the **Insured's** consent. The **Insured's** consent shall not be unreasonably withheld, nor withheld solely based on the amount of money to be tendered in an offer of settlement. The **Insured's** consent will be deemed to be given unless written

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notice to the contrary is received by the **Company** within thirty (30) days of the mailing of the notice of its intent to settle. The **Company** shall not be obligated to pay any **Claim** or judgment or to defend or continue to defend any **Claim** after the applicable limit of the **Company's** liability has been exhausted by payment of judgment or settlements or by making available to the **Insured** the limits of the policy. All **Defense Expenses** are in addition to the limit of liability.

3. WHEN A CLAIM IS MADE

A **Claim** is first made at the earlier of the following times:

- a. When the **Insured** first gives written notice to the **Company** that a **Claim** has been made;
- b. When the claimant first gives written notice to the **Company** of a **Claim**; or
- c. When the **Insured First Discovers** and gives written notice to the **Company** of:
 - i. A specific act, error or omission which may subsequently give rise to an actual **Claim**, arising out of the rendering of or failure to render **Professional Services**;
 - ii. The **Injury** or damage which has resulted or may result from such act, error or omission; and
 - iii. The circumstances by which the **Insured** first became aware of such act, error or omission.

The giving of first written notice to the **Company** shall be considered to have occurred as of the postmarked date of said written notice or if delivered personally, as of the date on which it is received by the **Company**.

Incidents or circumstances reported as part of engineering on loss control shall not be considered notifications of **Claims** or potential **Claims**.

All **Claims** arising out of the same **Medical Incident** shall be considered as having been made at the time the first **Claim** is made.

4. GOOD SAMARITAN CLAUSE

The territorial restriction of this policy does not apply with respect to a **Medical Incident** resulting from incidental and unexpected practice in:

- a. the United State of America, its territories or possessions or Canada, or
- b. international waters or air space, provided the incidental or unexpected practice does not occur in the course of travel or transportation to or from any other country, state or nation.

5. LIMITS OF LIABILITY

Coverage A – Individual Professional Liability

The total liability of the **Company** for all **Damages** because of all **Injury** to which this insurance applies shall not exceed the limit of liability stated in the schedule as “aggregate”.

Subject to the above provision with respect to “aggregate” the total liability of the **Company** for all **Damages** because of all **Injury** arising out of any one **Medical Incident** shall not exceed the limit of liability stated in the schedule as applicable to each **Medical Incident**.

Such limits of liability shall apply separately to each **Insured**.

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Coverage B – Partnership, Association or Corporation Professional Liability

Regardless of the number of **Insureds** or locations under this insurance or the number of **Claims** made or brought, the **Company's** liability is limited as follows:

The total liability of the **Company** for all **Damages** because of all **Injury** to which the insurance applies shall not exceed the limit of liability stated in the schedule as “aggregate”.

Subject to the above provision with respect to “aggregate”, the total liability of the **Company** for all **Damages** because of all **Injury** caused by any one **Medical Incident** shall not exceed the limit of liability stated in the schedule as applicable to each **Medical Incident**.

6. SUPPLEMENTARY PAYMENT

The **Company** will pay, in addition to the applicable limit of liability:

- a. all expenses incurred by the **Company**, all costs taxed against the **Insured** in any **Claim** defended by the **Company**, excluding prejudgment interest, and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the **Company** has paid or tendered or deposited in court the part of the judgment which does not exceed the limit of the **Company's** liability thereon;
- b. all premiums on appeal bonds required in any such **Claim**, premiums on bonds to release attachments in any such **Claim** for an amount not in excess of the applicable limit of liability of this policy, but the **Company** shall have no obligation to apply for or furnish any such bonds;
- c. reasonable expenses incurred by the **Insured** at the **Company's** request in assisting the **Company** in the investigation or defense of any **Claim**.
- d. Up to \$10,000 for attorney fees charged by an attorney selected by the **Company**, and other reasonable costs and expenses resulting from **Disciplinary Proceedings** incurred as the result of a notice of such **Disciplinary Proceeding** first received by the **Insured** during the **Policy Period** and reported in writing to the **Company** within 30 days after receipt of such notice by the **Insured** and arising out of the rendering of failure to render **Professional Services** by the **Insured**.

However, in no event shall the amount payable hereunder exceed \$25,000 per **Policy Period** regardless of the number of **Insureds** insured hereunder and regardless of the number of such proceedings.

7. RETROACTIVE DATE AND RELATED CLAIMS

This policy only applies to **Medical Incidents** which occur subsequent to the retroactive date specified in the Declarations Page and for which a **Claim** is first made against the **Insured** and reported to the **Company** in writing in accordance with Condition 1 of the policy. All **Claims** arising out of the same **Medical Incident** or interrelated **Medical Incidents** shall be treated as a single **Claim** and considered as having been made at the time the first **Claim** was made. **Claims** arising out of the same **Medical Incident** or interrelated **Medical Incidents** shall be treated as a single **Claim** no matter how many **Insureds** are involved. The inclusion of more than one **Insured** or the making of **Claims** by 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 such related **Claims** was reported.

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8. CURRENCY & PAYMENT OF PREMIUMS & LOSSES

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

9. EXTENDED REPORTING PERIOD ENDORSEMENTS

a. Automatic Extended Reporting Period Endorsement

In the event a **Claim** is reported to the **Company** within sixty (60) days after the expiration of this policy the **Claim** shall be deemed to have been reported on the last day of the **Policy Period**. The policy language that applied immediately prior to the termination date will apply to all **Claims** submitted during the Automatic Extended Reporting Period.

The Automatic Extended Reporting Period ends on the date the **Named Insured** obtains another professional liability coverage providing the same retroactive coverage applicable to the terminated policy or after sixty (60) days, whichever is sooner.

b. Optional Extended Reporting Period Endorsement

In consideration of the General Conditions of the Extended Reporting Period Endorsements stated below and in the event of termination of this policy by reason of non-renewal or cancelation, cause by any of the following events, the **Insured**, his heir or guardian, upon payment of an additional premium to be quoted by the **Company**, which shall not exceed 200 percent of the annual premium for the expiring policy, shall have the option to extend for an unlimited duration the period during which **Claims** may be reported to the **Company**, subject otherwise to all the terms, exclusions and conditions of this policy:

- a. the sudden death of the **Insured**;
- b. the total retirement or voluntary or involuntary total separation of the **Insured** from the practice of medicine;
- c. the disability of the **Insured** to carry on the practice of medicine, but only if such total disability shall have continued without significant interruption for a term of not less than six (6) months; or
- d. non-renewal by the **Company**.

The **Insured**, his heirs or guardian, must inform the **Company** in writing of his intent to purchase the Optional Extend Reporting Period coverage within thirty (30) days from the date of the initial quote was provided and must pay the premium therefore in full within that thirty (30) day period. Failure to so inform and pay the **Company** within this thirty (30) day period shall void the option to purchase the Optional Reporting Period for coverage provided in this section.

The **Insured** must also remit any earned but unpaid premium that may be due under the terminated policy. The policy language that applied immediately prior to the termination date will apply to all **Claims** submitted during the extended reporting period.

Once the Optional Extended Reporting Period is exercised as stated above, the endorsement may not be cancelled and will be valid for an unlimited duration of time. The premium for this option is non-refundable and considered fully earned.

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c. Extended Reporting Period Endorsement for Preferred Risk **Insureds**

In consideration of the General Conditions of the Extended Reporting Period Endorsements stated below, if this policy is terminated because of:

- i. the sudden death of the **Insured**; or
- ii. the disability of the **Insured** to carry on the practice of medicine; or
- iii. if the **Insured** retires permanently from the practice of medicine after attaining the age of sixty-five (65) years; and
- iv. the **Insured** has been insured by the **Company** for at least ten (10) consecutive years immediately prior to such termination; and
- v. the **Insured** has not been involved in any **Claim** during said period insured by the **Company** resulting in a payment by the **Company** of any judicial obligation or transaction, **Disciplinary Proceedings** or **Defense Expenses**

then an Extended Reporting Period Endorsement for Preferred Risk **Insureds** of unlimited duration will be provided for no additional premium.

General Conditions of the Extended Reporting Period Endorsements

The Extended Reporting Period Endorsements shall only apply to **Claims** first made against the **Insured** subsequent to the effective date of termination, but only by reason of **Claims** because of **Injury** to which this policy applies arising out of the rendering of or failure to render **Professional Services** by the **Insured** on or after the retroactive date of this policy and prior to the effective date of termination and subject otherwise to all the terms, exclusions and conditions of this policy.

The **Insured** must remit any earned but unpaid premium that may be due under the terminated policy. The policy language that applied immediately prior to the termination date will apply to all **Claims** submitted during the extended reporting period.

Except for the Automatic Extended Reporting Period Endorsement, the Extended Reporting Period coverage will be subject to separate per **Medical Incident** and aggregate liability limits equal to 100 percent of the expiring policies per **Medical Incident** and aggregate limits. The aggregate limits of liability applicable to the Extended Reporting Period will be reinstated once, to the same limits as those applicable to the terminating policy at the time of termination.

The Extended Reporting Period coverage does not extend the **Policy Period**, change the scope of coverage provided, or increase the limits of liability.

Except for the Automatic Extended Reporting Period Endorsement, the **Company** has no obligation to offer or grant any Extended Reporting Period coverage if we cancel or refuse to renew this policy because of the non-payment of premiums.

CONDITIONS

1. INSURED'S DUTIES IN THE EVENT OF CLAIM/POTENTIAL CLAIM

- a. As a condition precedent to the protection afforded by this insurance, the **Insured** shall as soon as practicable, but in no event later than sixty (60) days after expiration of the **Policy Period**, give written notice to the **Company** of every **Claim** first made against the **Insured**

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during the **Policy Period**. The **Insured** must immediately forward to the **Company** every demand, notice, summons or other legal papers received in connection with the **Claim**. In the event a **Claim** is reported to the **Company** within sixty (60) days after the expiration of this policy, the **Claim** shall be deemed to have been reported on the last day of the **Policy Period**.

- b. If an **Insured First Discovers** a **Medical Incident** that may subsequently give rise to a **Claim** otherwise covered by the policy and gives the **Company** written notice of such **Medical Incident** with full particulars during the **Policy Period**, then any subsequent **Claim** made against the **Insured** arising out of the **Medical Incident** shall be treated as if it had been first made during the **Policy Period**. Potential **Claims** reported after termination or expiration date of this policy, will not trigger coverage under the policy.

All written notices should include the date the **Medical Incident** occurred, the date the **Claim** was received (if applicable); how, when and where the **Medical Incident** took place; the names and addresses of any injured persons and witnesses; and the nature and location of any **Injury** or damage arising out of the **Medical Incident**.

2. ASSISTANCE AND COOPERATION

The **Insured** must do nothing after a **Claim** 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** regardless of any **Claim** with respect to which insurance is or may be afforded under this Policy. The **Insured** shall attend all hearings and trials and assist in securing and giving evidence and obtaining witnesses.

In the event any payment is made under this insurance, the **Company** will be subrogated to all of the **Insureds** rights of recovery against any person or organization and the **Insured** will execute and deliver instruments and papers and do whatever else is necessary to secure such rights.

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

3. OTHER INSURANCE

If the **Insured** has other valid and collectible insurance against a loss covered by this policy, the insurance hereunder shall apply only as excess insurance over any other valid and collectible insurance and shall apply only in the amount by which the applicable limits of this insurance exceed the sum of the applicable limits of liability of all other such insurance.

4. LEGAL ACTION AGAINST THE COMPANY

No action shall lie against the **Company** unless, as a condition precedent there to, the **Insured** shall have fully complied with all the terms of this policy.

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5. FALSE OR FRAUDULENT CLAIMS

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

6. 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 extensions thereof, and within three years after the final termination of this insurance.

7. CHANGES

The terms of this policy shall not be waived or changed except by endorsement duly executed by an authorized representative of the **Company**, issued to form a part of this policy, and agreed upon by the **Named Insured**.

8. ASSIGNMENT

The interest hereunder of any **Insured** is not assignable.

Under Coverage A – Individual Professional Liability – if the **Insured** shall die or become adjudged incompetent, this policy shall thereupon terminate for such person, but such insurance as is afforded by this policy shall apply to the **Insured's** legal representative, but only while acting within the scope of his duties as such, with respect to acts or omissions previously incurred and covered by the policy.

Under Coverage B – Partnership, Association or Corporation Professional Liability – if any member, partner, officer, director or shareholder of the **Insured** shall die or be adjudged incompetent, this policy shall thereupon terminate for such person, but such insurance as is afforded by this policy shall apply to the **Insured's** legal representative, but only while acting within the scope of his duties as such, with respect to acts or omissions previously incurred and covered by this policy.

9. STATEMENTS AND REPRESENTATIONS IN THE APPLICATION

By acceptance of this insurance, 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.

10. NOTICE OF CANCELLATION

This policy may be cancelled by the **Named Insured** by surrender thereof to the **Company** or any of its authorized agents or by providing to the **Company** written notice stating when thereafter the cancellation shall be effective.

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This policy may be cancelled by the **Company** by mailing to the **Named Insured** at the address shown in this policy, written notice stating when not less than thirty (30) days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender of the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice either by the **Named Insured** or by the **Company** shall be equivalent to mailing.

If the **Named Insured** cancels, earned premiums shall be computed in accordance with the customary short rate table and procedure. If the **Company** cancels, earned premium shall be computed pro-rata. Premium adjustment may be made either at the time cancellation is affected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

11. SOLE AGENT

The **Named Insured** listed in Item 1 of the Declarations Page shall act on behalf of all **Insureds** with respect to the giving and receiving notice of cancellation of nonrenewal, accepting any endorsement issued to form a part of this policy and receiving any return premium, if any; and is charged with the responsibility for notifying the **Company** of any changes of members, partners, officers, directors, stockholders or **Employees** or any other change which might affect the insurance hereunder.

12. CONFORMITY WITH STATUTE OR REGULATION

If any term of this policy, or any duty arising therefrom, would cause the **Company** to violate any federal, state or local law or regulation, the policy is amended to bring the **Company** into compliance with such statute or regulation.

EXCLUSIONS

This policy does not apply to any **Claim**, including **Damages** and **Defense Expenses**, arising directly or indirectly from:

1. Any obligation for which an **Insured** or any carrier acting as insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law or under any similar law.
2. Any liability the **Insured** has as an owner, proprietor, superintendent, partner, manager, director, officer, shareholder, agent, administrative officer, executive officer or member of the board of directors, trustees or governors of any:
 - a. hospital, nursing home, sanatorium, retirement facility, clinic or similar institution which provides bed and board facilities; or
 - b. other business, organization, partnership, association or corporation not specifically set forth in the Declarations Page.
3. Any **Medical Incident** which:
 - a. happened prior to the retroactive date;
 - b. resulted in a **Claim** made against the **Insured** after the **Policy Period** or reported to the **Company** after sixty (60) days after expiration of the **Policy Period**;

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- c. was **First Discovered** by the **Insured** prior to the **Policy Period** listed on the Declarations Page; or
 - d. was reported to or covered under any policy or self-insured retention in effect before this policy.
- 4. Any **Claim** arising out of any criminal act, including but not limited to dishonest, fraudulent, malicious or intentional wrongful acts, sexual abuse or molestation, or fraud committed by the **Insured** or any person for whom the **Insured** is legally responsible
 - 5. Discrimination, humiliation, harassment or misconduct because of age, race, creed, color, gender, sexual preference, disability, national origin, illness or positive test for the transmission of a communicable disease.
 - 6. Liability assumed by the **Insured** under any contract, except any liability which the **Insured** would have had in the absence of such contract.
 - 7. Advertising Injury, **Personal Injury** or **Property Damage**.
 - 8. Any act committed in violation of any law or ordinance.
 - 9. The **Insured's** liability for **Bodily Injury** 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, 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 resulting from the **Hazardous Properties of Nuclear Material** and with respect to which:
 - 1. any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or
 - 2. 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 by the United States of America, or any agency thereof, with any person or organization.
 - 10. The **Insured's** liability for **Bodily Injury** resulting from the **Hazardous Properties of Nuclear Material**, if:
 - a. the **Nuclear Material**:
 - i. is at any **Nuclear Facility** owned by, or operated by or on behalf of the **Insured**; or
 - ii. has been discharged or dispersed therefrom;
 - b. the **Nuclear Material** is contained in **Spent Fuel** or **Waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of the **Insured**;
 - c. the **Bodily Injury** arises 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 10 applies only to injury to or destruction of property at such **Nuclear Facility**.
 - 11. Regardless of any other cause or event that contributes concurrently or in any sequence to the **Injury** or damage, there is no coverage for the liability of any **Insured** occasioned by, arising out of, or in the consequence of:
 - a. War, including undeclared or civil war;

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- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- d. **Terrorism**, including any action taken in hindering or defending against an actual or expected incident of **Terrorism**

However, with respect to **Terrorism** this exclusion only applies if one or more of the following are attributable to an incident of **Terrorism**:

- a. The total Insured damage to all types of property exceeds \$25,000,000.
- b. Fifty or more persons sustain death or serious physical injury. For purpose of this provision, serious physical injury means:
 - i. Physician injury that involves a substantial risk of death;
 - ii. Protracted and obvious physical disfigurement;
 - iii. Protracted loss or impairment of the function of a bodily member of the organ; or;
- c. The **Terrorism** involves the use, release, or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
- d. The **Terrorism** is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- e. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the Terrorism was to release such materials.

Paragraphs a. and b. immediately preceding, describe the thresholds used to measure the magnitude of an incident of **Terrorism** and the circumstances in which the threshold will apply for the purpose of determining whether the Terrorism Exclusion will apply to that incident. When the Terrorism Exclusion applies to an incident of **Terrorism**, there is no coverage.

In the event of any incident of **Terrorism** that is not subject to the Terrorism Exclusion, coverage does not apply to any **Damages** that are otherwise excluded.

DEFINITIONS

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.

CLAIM means any written demand for **Damages** received by the **Insured** resulting from a **Medical Incident**, including but not limited to the filing of a lawsuit against the **Insured**.

COMPANY means Puerto Rico Medical Defense Insurance Company.

DAMAGES mean a compensatory settlement, award or judgment which the **Insured** is obligated to pay. **Damages** include pre-judgment interest. **Damages** do not include:

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- a. punitive or exemplary damages, fines or penalties, or any damages which are a multiple of compensatory damages;
- b. the return or restitution of fees, compensation, profits, charges and/or expenses paid to the **Insured** for **Professional Services** rendered; or
- c. judgments or awards deemed uninsurable by law.

DEFENSE EXPENSES mean:

- a. all expenses incurred by the **Company** in defending a **Claim**, all costs taxed against the **Insured** in any **Claim** and all post-judgment interest which accrues on the entire amount of the judgment before the **Company** have 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 **Claim**. 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** express written consent prior agreement.

Defense Expenses does not include:

- a. any **Defense Expenses** incurred after each **Medical Incident** or aggregate policy limit is exhausted by payment of **Damages**.
- b. any attorney fees awarded to a claimant.
- c. the salary of any **Employee** of the **Insured**.
- d. the forgiveness of any amounts owed for the cost of care or **Professional Services** rendered by an **Insured**.

DISCIPLINARY PROCEEDING means inquiries before a local or peer review committee to investigate charges alleging a violation of any rule or standard of professional conduct in the performance of **Professional Services**.

EMPLOYEE means a person whose work is engaged and directed by an **Insured**.

FIRST DISCOVERS means the date on which an **Insured** first knew, or reasonably should have known, of the potential **Claim**. All **Claims** and potential **Claims** arising from the same **Medical Incident** shall be considered as having been **First Discovered** when the first potential **Claim** was discovered by the **Insured**.

HAZARDOUS PROPERTIES mean radioactive, toxic or explosive properties.

INJURY means **Bodily Injury**, sickness, disease, mental anguish, mental injury or emotional distress suffered by a person, including death at any time resulting therefrom.

INSURED means the **Named Insured** and any additional **Insured** identified in the Declarations Page or added by endorsement to this Policy. Each of the following is an **Insured** under this policy to the extent set forth below:

Under Coverage A – Individual Professional Liability – the **Named Insured** listed in the Declarations Page and **Insureds** identified in the Declarations Page or added by endorsement to this policy.

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Under Coverage B – Partnership, Association or Corporation Professional Liability – the **Organization** named as the **Named Insured** on the Declarations Page and any member, partner, officer, director or shareholder thereof with respect to the acts or omissions of others, provided no such member, partner, officer, director or shareholder of a partnership, association or corporation, shall be an **Insured** under this paragraph with respect to acts or omissions in the furnishing of **Professional Services** by the **Insured, Employee** or any person acting under the **Insured's** personal direction, control or supervision.

MEDICAL INCIDENT means any act, error or omission:

Under Coverage A – Individual Professional Liability – (a) in the rendering of, or failure to render, **Professional Services** by the **Insured**, any **Employee** of the **Insured**, or any person acting under the personal direction, control or supervision of the **Insured**, or (b) in the service by the **Insured** as a member of a formal accreditation, standards review or similar professional board or committee.

Under Coverage B – Partnership, Association or Corporation Professional Liability – in the rendering of, or failure to render, **Professional Services** by (a) any member, partner, officer, director, shareholder or **Employee** of the **Insured**, or (b) any person acting under the personal direction, control or supervision of the **Insured**.

All related acts, errors or omissions (whether related logically, casually, or in any other way) in the rendering of, or failure to render, **Professional Services** to any one patient (as defined by the applicable law) shall be considered one **Medical Incident** and only one limit of liability will apply. If a **Medical Incident** arises from a series of related medical services, such **Medical 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**.

NAMED INSURED means the individual or **Organization** listed on the Declarations Page as such.

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.

NUCLEAR MATERIAL means source material, special nuclear material or by-product material. 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.

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.

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ORGANIZATION means the following:

Professional Service Corporation (PSC)
Limited Liability Partnership (LLP)
Domestic and Foreign Corporation (Corp. or Inc.)
Limited Liability Corporation (LLC)

or other entity owned by a physician, surgeon or dentist, but only in respect to the liability of such entity as it arises out of a physician, surgeon or dentist's failure to render **Professional Services**.

PERSONAL INJURY means **Injury** other than **Bodily Injury** caused by any of the following offenses:

- 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.

POLICY PERIOD means the period from the inception date and hour of this policy to the earlier of the policy expiration date and hour or the end of the Extended Reporting Period, if purchased, set forth in the Declarations Page or any other termination date effected in accordance with the terms of this policy.

PROFESSIONAL SERVICES mean services performed by the **Insured** in the treatment and/or care of any patient, and shall include:

- a. medical, surgical or dental services provided to any person;
- b. the furnishing of medical, surgical or dental supplies and appliances, medication, blood and blood products and food and beverages in connection with such services;
- c. the handling of or the performing of post-mortem examinations on human bodies.

PROPERTY DAMAGE means:

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

SPENT FUEL means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **Nuclear Reactor**.

TERRORISM means activities against persons, organizations, property of any nature that involves the following or the preparation for the following:

- a. Use or threat of force of violence;
- b. Commission or threat of a dangerous act;
- c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and

When one or both of the following applies:

The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or

It appears that the intent is to intimidate or coerce government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

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President
Puerto Rico Medical Defense Insurance Company

Treasurer
Puerto Rico Medical Defense Insurance Company

Countersigned by:

Name	Signature	09/29/2020 Date
