



Lloyd's Certificate

This Insurance is effected with certain Underwriters at Lloyd's, London.

This Certificate is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the office of the said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

The Assured is requested to read this Certificate, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

All inquiries regarding this Certificate should be addressed to the following Correspondent:

Integrated Specialty Coverages, LLC
1811 Aston Avenue, Suite 200
Carlsbad, CA 92008
ph: +1 760-599-7242

DECLARATIONS

POLICY NUMBER:

Attaching to and forming part of

ALLIED HEALTH PROFESSIONAL AND GENERAL LIABILITY INSURANCE

This Insurance is effected with certain UNDERWRITERS AT LLOYD'S OF LONDON (not incorporated).

**THIS IS A CLAIMS-MADE PROFESSIONAL AND GENERAL LIABILITY INSURANCE POLICY.
PLEASE READ CAREFULLY.**

Item 1	Named Insured:	A Golden Touch Health Care Agency, LLC
	Mailing Address:	4635 Richmond Rd Ste 105 Warrensvl Hts, OH 44128

Item 2 Policy Period: Inception: **6/18/2024** Termination: **6/18/2025**
both days at 12:01 a.m. local standard time at the address shown in Item 1. above

Item 3 Retroactive Date:

(a) PROFESSIONAL LIABILITY: 6/18/2024

(b) GENERAL LIABILITY: 6/18/2024

Coverage shall apply only to those Claims reported pursuant to the terms and conditions of the Policy arising out of Professional Services described herein and performed subsequent to the date above, or an Accident happening after:

Item 4 Limit of Liability:

(a) PROFESSIONAL LIABILITY:	\$1,000,000	Each Claim	\$3,000,000	Aggregate- Includes Claims Expenses
(b) GENERAL LIABILITY:	\$1,000,000	Each Claim	\$3,000,000	Aggregate- Includes Claims Expenses
			Included	Products Completed Operations
			Included	Personal & Advertising Injury
			\$50,000	Fire Legal Liability
			\$5,000	Medical Payments

Item 5 Deductible:

(a) PROFESSIONAL LIABILITY:	\$2,500	Each Claim - Includes Claims Expenses
(b) GENERAL LIABILITY:	\$2,500	Each Claim - Includes Claims Expenses

Item 6 Premium:

Allied Healthcare	\$10,420.00
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Premium:

Total: \$10,420.00

The premium paid in respect of the entire Policy Period of Insurance plus taxes and fees as applicable, which shall be payable in full at inception of this Insurance as designated in Item 2 of the Declarations

Item 7 Notice of Claim To:

Premier Claims Management, LLC
2020 N Tustin Ave B
Santa Ana, CA 92705

Item 8 Professional Services:

Home Healthcare

Item 9 Notice of Election:

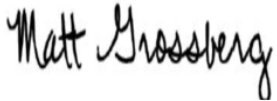
Recipient of Notice of Insured's Cancellation, and Recipient of Notice of Insured's intention to purchase Extended Reporting Period Coverage and premium for Extended Reporting Period Coverage:

Item 10 Service of Suit:

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

Issue Date:

Authorized Signatory

A handwritten signature in black ink that reads "Matt Grossberg". The signature is written in a cursive, slightly stylized font.

Matthew Grossberg, CEO

Declaration of Integrated Specialty Coverages, LLC. Limited Binding Authority, Agreement No. B131213684U24

It is understood and agreed that any reference in the attached wording to "Policy" shall be deemed to read Certificate.

THE INSURANCE HEREBY EVIDENCED IS WRITTEN BY AN APPROVED NON-LICENSED INSURER IN THE STATE OF OHIO AND IS NOT COVERED IN CASE OF INSOLVENCY BY THE OHIO INSURANCE GUARANTY ASSOCIATION.

Schedule of Forms

Date:

Named Insured: A Golden Touch Health Care Agency, LLC

Certificate of Insurance Number:

Lloyd's of London

FORM/ENDORSEMENT NUMBER	NAME
ISCAH PL 001 02 24	ALLIED HEALTH PROFESSIONAL AND GENERAL LIABILITY INSURANCE DECLARATIONS
ISCAH PL SCHDFORMS	SCHEDULE OF FORMS
LSW 1135B	Lloyd's Privacy Policy Statement
LMA 3100a 10 23	SANCTIONS LIMITATION CLAUSE (U.S.A.)
LMA 5390 01 20	U.S. TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED NOT PURCHASED CLAUSE
LMA 5491 12 20	HEALTHCARE LIABILITY - CYBER AND DATA BREACH EXCLUSION 1
LSW 1001 08 94	SEVERAL LIABILITY CLAUSE
NMA 1256 03 60	NUCLEAR INCIDENT EXCLUSION CLAUSE - LIABILITY - DIRECT (BROAD)
NMA 1331 04 20	CANCELLATION CLAUSE ENDORSEMENT
NMA 1477 02 64	RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE - LIABILITY- DIRECT
NMA 1998 04 86	SERVICE OF SUIT (U.S.A.)
NMA 2918 10 01	WAR AND TERRORISM EXCLUSION ENDORSEMENTS
ISCAH PL 002 03 24	ALLIED HEALTH PROFESSIONAL AND GENERAL LIABILITY INSURANCE
ISCAH PL 009 02 24	LLOYD'S BINDING AUTHORITY SECURITY
ISCAH PL 010 02 24	MEDICAL PAYMENTS EXTENSION ENDORSEMENT
ISCAH PL 013 02 24	SEXUAL MISCONDUCT ENDORSEMENT
ISCAH PL 016 02 24	ANIMAL INJURY ENDORSEMENT
ISCAH PL 018 02 24	UNLICENSED SERVICES EXCLUSION
ISCAH PL 023 02 24	HIPAA PROCEEDING REIMBURSEMENT ENDORSEMENT
ISCAH PL 026 02 24	HIRED AND NON-OWNED AUTO ENDORSEMENT

LLOYD'S PRIVACY POLICY STATEMENT

UNDERWRITERS AT LLOYD'S, LONDON

The Certain Underwriters at Lloyd's, London want you to know how we protect the confidentiality of your non-public personal information. We want you to know how and why we use and disclose the information that we have about you. The following describes our policies and practices for securing the privacy of our current and former customers.

INFORMATION WE COLLECT

The non-public personal information that we collect about you includes, but is not limited to:

- Information contained in applications or other forms that you submit to us, such as name, address, and social security number
- Information about your transactions with our affiliates or other third-parties, such as balances and payment history
- Information we receive from a consumer-reporting agency, such as credit-worthiness or credit history

INFORMATION WE DISCLOSE

We disclose the information that we have when it is necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so.

CONFIDENTIALITY AND SECURITY

Only our employees and others who need the information to service your account have access to your personal information. We have measures in place to secure our paper files and computer systems.

RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION

You have a right to request access to or correction of your personal information that is in our possession.

CONTACTING US

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please contact the agent or broker who handled this insurance. We can provide a more detailed statement of our privacy practices upon request.

06/03

LSW1135B

Sanctions Limitation Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations' resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

LMA3100A

5 October 2023

SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon

Lloyd's American, Inc
280 Park Avenue
East Tower, 25th Floor
New York, NY 10017

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

ALLIED HEALTH PROFESSIONAL AND GENERAL LIABILITY INSURANCE

NOTICE: This is a Claims Made and Reported Policy. The coverage afforded under this insurance policy is limited to liability for only those Claims that are first made against the Insured during the Period of Insurance and reported to the Underwriters during the Period of Insurance or any Extended Reporting Period that Underwriters provide under Section V – Extended Reporting Periods.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Claims Expenses and **Damages** are included in the limit of liability and payments of **Claims Expenses** and **Damages** will reduce, and may completely exhaust, the limit of liability available.

Throughout this policy the words “**you**” and “**your**” refer to the **Named Insured** shown in the Declarations, and any other person or organization qualifying as a **Named Insured** under this policy. The words “**we**”, “**us**”, “**our**” and “Underwriters” refer to the Company providing this insurance. The word “**Insured**” on its own means any person or organization qualifying as such under **Section II – Who Is An Insured**.

Other words and phrases that appear in bold typeface have special meaning. Refer to **Section VI – Definitions**. Whenever the singular form of a defined term is used herein, the same shall include the plural when required by context.

The Underwriters agree with the **Named Insured**, set forth at Item 1 of the Declarations made a part hereof, in consideration of the payment of the premium and reliance upon the statements in the Declarations and any applications or other materials and information submitted therewith, which is made a part of this insurance policy (hereinafter referred to as the “**Policy**” or “**Insurance**”) and subject to the limit of liability, exclusions, conditions and other terms of this insurance:

SECTION I – INSURING AGREEMENTS

1. **CONDITIONS PRECEDENT TO COVERAGE:** The following conditions precedent to coverage apply to all insuring agreements (**COVERAGES A & B**):
 - a. A **Claim** for **Damages** because of a **Wrongful Act, Occurrence, or Offense** must be first made against the **Insured** during the **Period of Insurance** and in accordance with **Paragraph h.** below; and
 - b. The **Claim** must first be reported to **us** in during the **Period of Insurance** or any Extended Reporting Period that **we** provide under **Section V – Extended Reporting Periods**; and
 - c. The **Wrongful Act, Occurrence or Offense** did not first occur or begin to occur before the **Retroactive Date**, even if it continues thereafter; and
 - d. The **Wrongful Act, Occurrence, or Offense** did not occur after the end of the **Period of Insurance**; and
 - e. The **Wrongful Act, Occurrence, or Offense** must take place within the **Coverage Territory**; and
 - f. Prior to the inception date of the **Policy**, no **Insured** had a basis to believe that any circumstance might reasonably result in a **Claim**; and
 - g. As of the inception date of the **Policy**, the **Insured** did not give notice to a prior insurer of the **Claim**, the potential **Claim** or any related **Claim**; and
 - h. A **Claim** by a person or organization seeking **Damages** will be deemed to have been made at the earlier of the following times:
 - i. When notice of such **Claim** is received by any **Insured** or
 - ii. When notice of such **Claim** is received by **Us**.

All **Claims** for **Damages** because of an injury to the same person or organization, including **Damages** claimed by any person or organization for care, loss of services, or death resulting at any time from the injury, will be deemed to have been made at the time the first of those **Claims** or **Related Claims** is made against any **Insured**. Injury caused by a **Wrongful Act, Occurrence** or **Offense** which begins during any Period of Insurance includes any continuation, change or resumption of injury from the same **Wrongful Act, Occurrence** or **Offense** after the end of that **Period of Insurance**. Only the Limits of Insurance of the **Period of Insurance** in which the **Wrongful Act, Occurrence** or **Offense** begins will apply to all such injury occurring during and subsequent to that **Period of Insurance**.

2. The amount **we** will pay for **Damages** and **Claims Expenses** is limited as described in **Section IV – Limit of Liability and Deductible**. Our payment of **Damages** and **Claims Expenses** will reduce, and may completely exhaust, the limit of liability available.
3. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Subsection C.) Supplementary Payments**.

A.) CLAIMS MADE AND REPORTED GENERAL LIABILITY INSURING AGREEMENT (COVERAGE A)

We will pay on behalf of the **Insured**, those sums that an **Insured** becomes legally obligated to pay as **Damages** or **Claims Expenses** because of a **Suit** arising out of the following:

1. an **Occurrence** resulting in **Bodily Injury** or **Property Damage**; or
2. an **Offense** resulting in **Personal Injury** or **Advertising Injury**

to which this insurance applies.

B.) CLAIMS MADE AND REPORTED PROFESSIONAL LIABILITY INSURING AGREEMENT (COVERAGE B)

We will pay on behalf of the **Insured**, those sums that an **Insured** becomes legally obligated to pay as **Damages** or **Claims Expenses** because of a **Claim** arising out of a **Wrongful Act** to which this insurance applies.

C.) SUPPLEMENTARY PAYMENTS

We will pay, with respect to any **Claim** **we** investigate or settle, or any **Suit** against an **Insured** that **we** defend, **Claims Expenses** **we** incur, including the following, but only as they relate to covered **Damages**:

1. Premiums for appeal bonds or to release property that is being used to secure a legal obligation, but **we** shall have no obligation to apply for, obtain, or furnish any such bond. The limit of liability for **our** obligation to pay premiums under this section is \$100,000.
2. Reasonable expenses incurred by the **Insured** at **our** request to assist **us** in the investigation or defense of the **Claim** or **Suit**, including actual loss of earnings up to \$250 a day because of time off from work. The maximum annual amount available will not exceed \$5,000 in the aggregate regardless of the number of **Claims**, **Suits**, or the number of **Insureds** required to assist in the investigation or defense.
3. Court costs taxed against the **Insured** in a covered **Suit**. However, these payments do not include attorneys' fees or attorneys' expenses taxed against an **Insured**.
4. Prejudgment interest awarded against the **Insured** on that part of the judgment **we** pay. If **we** make an offer to pay the applicable limit of liability, **we** will not pay any prejudgment interest based on that period of time after the offer.
5. Interest on the full amount of any covered judgment that accrues after entry of the judgment and before **we** have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of liability.

6. The amount **we** will pay for **Damages** and **Claims Expenses** is limited as described in **Section IV – Limit of Liability and Deductible**. **Our** payment of **Damages** and **Claims Expenses** will reduce, and may completely exhaust, the limits of liability available.

These Supplementary Payments shall be considered **Claims Expenses** and will reduce the applicable limit of liability.

D.) DEFENSE AND INVESTIGATION

1. **Our** right and duty to defend ends when **we** have used up the applicable limit of liability in the payment of **Damages** and **Claims Expenses**. No other obligation or liability to pay sums or perform acts or services is covered.
2. **We** will have the right and duty to defend the **Insured** against any **Suit** seeking **Damages** to which this insurance applies. **We** will also have the right but not the duty to defend a **Claim** seeking **Damages** that is not a **Suit**. However, **we** will have no duty to defend the **Insured** against any **Claim** or **Suit** to which this insurance does not apply.
3. **We** may, at **our** sole discretion, investigate and settle any **Claim** or **Suit** that may result, but:
 - a. **We** shall have the right and duty to defend the **insured** even if the allegations of the **Suit** are groundless, false or fraudulent.
 - b. **We** shall have the sole right to select defense counsel for the investigation, defense or settlement of the **Claim** or **Suit**.
 - c. **We** shall have the right to conduct such investigation, negotiation, and settlement of any **Claim** or **Suit** as **we** deem expedient. **We** shall not be obligated to:
 - i. Pay any **Damages**, **Claims Expenses**, supplementary payments, or any other amount; nor to
 - ii. Defend or continue to defend any **Claim** or **Suit** after the applicable limit of liability has been paid.

SECTION II – WHO IS AN “INSURED”

Each of the following is an **Insured** under this insurance but only to the extent set forth below:

1. If the **Named Insured** designated in Item 1 of the Declarations is an individual, the person so designated.
2. If the **Named Insured** designated in Item 1 of the Declarations is a partnership or joint venture, the partnership or joint venture so designated. **Your** partners are **Insureds** but only with respect to **COVERAGE B** and limited to their acts or omissions in the providing of **your Professional Services** for which they are held liable as a partner.
3. If the **Named Insured** designated in Item 1 of the Declarations is a limited liability company, the limited liability company so designated. **Your** members and managers are **Insureds** but only with respect to **COVERAGE B** and limited to their acts or omissions in the providing of **your Professional Services** for which they are held liable as a member or manager.
4. If the **Named Insured** designated in Item 1 of the Declarations is an organization other than a partnership, joint venture or limited liability company, the organization so designated. **Your Executive Officers**, director, trustees, governors or stockholders are **Insureds** only with respect to **COVERAGE B** and limited to their acts or omissions in the providing of **your Professional Services** for which they are held liable as **Executive Officers**, directors or stockholders.
5. **Employees** of the **Named Insured**, but only while acting within the scope of their employment by **You**. However, no employee is an **Insured** for:
 - a. **Bodily Injury** or **Personal Injury** to an **Insured** or to a co-employee while in the course of his or her employment, or the spouse, child parent, brother or sister of that co-employee as a consequence of such **Bodily Injury** or **Personal Injury**, or for any obligation to share **Damages** with or repay someone else who must pay **Damages** because of the injury; or

- b. With respect to **COVERAGE A, Bodily Injury** or **Personal Injury** arising out of his or her providing or failing to provide **Professional Services** or any healthcare services; or
 - c. **Property Damage** to property owned, occupied, rented, or loaned to that employee, or any of **your** other employees.
6. The estate, heirs, executors, administrators, assigns and legal representatives of any **Insured** in the event of such **Insured's** death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would otherwise be provided coverage under this insurance.

SECTION III – EXCLUSIONS

A.) The following exclusions are applicable to **CLAIMS MADE AND REPORTED GENERAL LIABILITY INSURING AGREEMENT (COVERAGE A)** as described in the Insuring Agreements:

We will not defend or pay on **your** behalf any **Damages** or **Claims Expenses** for any **Claim** made against any **Insured** that is based on, attributable to, arising out of or related to, in whole or in part, any of the following:

1. Any **Professional Services** provided by the **Insured**, or any other error, omission, malpractice or mistake of a professional nature committed or alleged to have been committed by or on behalf of any **Insured** in the conduct of any **Insured's** business activities.
2. Any **Bodily Injury, Property Damage, Personal Injury, or Advertising Injury** to a **Patient** of an **Insured**.
3. Any loss, cost or expense incurred by the **Insured** or others for the loss of use, withdrawal, recall inspection, repair, replacement, adjustment, removal or disposal of:
 - a. The **Insured's Product**;
 - b. The **Insured's Work**;
 - c. **Impaired Property**;
 if such product, work or property is withdrawn or recalled from the market or from use by any **Insured** or any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.
4. **Damages** arising from or related to, in whole or in part, repair work to correct deficiencies in work originally performed by an **Insured**.
5. **Property Damage** to:
 - a. Property an **Insured** owns, rents or occupies, including any costs or expenses incurred by an **Insured** or any other person, organization or entity for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property; or
 - b. Premises sold, given away or abandoned by any **Insured** or to any **Property Damage** arising out of any part of those premises; or
 - c. Property loaned to any **Insured**;
 - d. Personal property in the care, custody or control of any **Insured**; or
 - e. That particular part of real property on which any **Insured** or any contractors or subcontractors working directly or indirectly on behalf of any **Insured** are performing operations, if the **Property Damage** arises out of those operations; or
 - f. That particular part of any property that must be restored, repaired or replaced because work was incorrectly performed by any **Insured**. This paragraph f. does not apply to **Property Damage** included in the **Products-Completed Operations Hazard**.
6. Operations covered by a consolidated (Wrap-Up/Owner Controlled Insurance Program ("OCIP")) insurance program. This exclusion applies regardless of whether or not the Consolidated (Wrap-up/OCIP) Insurance Program:
 - a. Provides coverage identical to that provided by this coverage part;
 - b. Has limits adequate to cover all claims; or
 - c. Remains in effect.
7. **Property Damage** to an **Insured's Product**.

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

9. **Property Damage** to **Impaired Property** or property not physically injured arising out of:

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

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

10. **Personal Injury** or **Advertising Injury** arising out of or related to, in whole or in part:

- a. oral or written publication of material, if done by or at the direction of any **Insured** with knowledge of its falsity; or
- b. oral or written publication of materials whose first publication took place before the beginning of the **Period of Insurance**;
- c. the willful violation of a penal statute or ordinance committed by or with the consent of any **Insured**;
- d. any **Insured** who has assumed liability in a contract or agreement, except for liability that the **Insured** would have had in the absence of such contract or agreement; or
- e. the failure of goods, products or services to conform with advertised quality or performance; or
- f. the wrong description of the price of goods, products or services; or
- g. an **Offense** committed by an **Insured** whose business is advertising, broadcasting, publishing or telecasting; or
- h. misappropriation of advertising ideas or style of doing business; or
- i. infringement of copyright, title, patent or slogan; or
- j. oral or written publication of material that disparages a person's or organization's goods, products or services; or
- k. designing or determining content or websites for others; or
- l. an internet search, access, content or service provider; or
- m. an electronic chatroom or bulletin board an **Insured** hosts or owns, or over which an **Insured** exercises any amount of control; or
- n. a social media account, including but not limited to TikTok, Facebook, Instagram, Twitter (or "X") account(s), over which an **Insured** exercises any amount of control;
- o. the unauthorized use of another's name or product in an **Insured's** email address, domain name, metatag, or any other similar tactics to mislead another's potential customers; or
- p. actual or alleged infringement, misappropriation or violation of any trade secrets rights, laws or statutes; or
- q. breach of contract.

B.) The following exclusions are applicable to **CLAIMS MADE AND REPORTED PROFESSIONAL LIABILITY INSURING AGREEMENT (COVERAGE B)** as described in the Insuring Agreements:

We will not defend or pay on **your** behalf any **Damages** or **Claims Expenses** for any **Claim** made against any **Insured** that is based on, attributable to, arising out of or related to, in whole or in part, any of the following:

11. Any:

- a. Actual or alleged **Personal Injury** or **Advertising Injury**; or
- b. **Bodily Injury** or **Property Damage**, unless such **Bodily Injury** or **Property Damage** is the direct result of **Professional Services** rendered by **you**.

C.) The following exclusions are applicable to **ALL INSURING AGREEMENTS**:

We will not defend or pay on **your** behalf any **Damages** or **Claims Expenses** for any **Claim** made against any **Insured** that is based on, attributable to, arising out of or related to, in whole or in part, any of the following:

12. A **Claim** made by or on behalf of any **Insured** against another **Insured**, in any capacity. This exclusion includes, but is not limited to, any **Claims, Suits**, actions or proceedings brought by any current or former **Insured** against any other current or former **Insured** or their respective current or former employee, managing agent, director, officer, principal, shareholder, owner, joint venture, limited partner or general partner.
13. Any lawsuit or arbitration that was first instituted by an **Insured**, including any cross-claims or counter-claims filed against an **Insured** as a part of that lawsuit or arbitration.
14. A **Claim** brought by or on behalf of any person who is a tenant of an **Insured**.
15. Criminal, dishonest, fraudulent, malicious or intentional acts, errors or omission of any **Insured** including any act, error or omission leading up to or after the same. However, this exclusion shall not apply to an **Insured** that did not:
 - a. Personally commit; and
 - b. Personally contribute to; and
 - c. Personally consent to; and
 - d. Remain passive after having knowledge of, any such acts, errors or omissions.

However, notwithstanding the foregoing, this exclusion does not affect **our** duty to defend an **Insured** prior to determining, through final adjudication, that the **Insured** is responsible for a criminal, fraudulent, malicious, dishonest, or intentional act, error or omission.
16. Any injury or **Damages**, including a **Wrongful Act, Bodily Injury, Property Damage, Personal Injury or Advertising Injury**, expected or intended from the standpoint of an **Insured**. However, this exclusion does not apply to **Bodily Injury** resulting from the use of reasonable force to protect persons or property.
17. Any obligation of an **Insured** under the following, whether state or federal, including but not limited to maritime law:
 - a. Workers' compensation law; or
 - b. Disability benefits law; or
 - c. Unemployment compensation law; or
 - d. Any similar law.
18. Any injury to:
 - a. An **Employee** of an **Insured** or any other party, person, or entity acting on their behalf, arising out of and in the course of employment by an **Insured** or performing duties relating to an **Insured's** business, regardless of who may be liable; or
 - b. The spouse, child, parent, brother or sister of that **Employee** as a consequence of a. above; or
 - c. Any person, whether or not an employee of the **Insured** or an **Insured** under this policy if benefits for any injury suffered would be provided by workers' compensation or disability benefit law or similar law.

This exclusion applies:

 - a. Whether an **Insured** may be held liable as an employer or in any other capacity;
 - b. To any obligation to share **Damages** with or repay someone else who must pay **Damages** because of the injury, including an **Insured Contract**; or
 - c. To liability assumed by an **Insured** in any agreement, including an **Insured Contract**.

For the purpose of this exclusion only, the term "**Employee**" also includes but is not limited to loaned, rented, leased or temporary employees, as well as persons who qualify as borrowed servants or employees or persons who are or may be deemed employees of an **Insured** under the doctrines of borrowed servant, borrowed employee, respondeat superior or any similar doctrine, or persons performing the duties of an employee, regardless of their legal status, or for whom an **Insured** may be held liable as an employer.
19. Any liability assumed by any **Insured** under any contract or agreement, whether written or oral, unless such liability would have attached to the **Insured** in the absence of such agreement. However, in the case of **COVERAGE A**, this exclusion does not apply to liability for **Damages** arising from **Bodily Injury** or **Property Damage** assumed by the **Named Insured** in a written contract or written agreement that is an **Insured Contract**, provided the **Bodily Injury** or **Property Damage** occurs subsequent to the execution of the written contract or written agreement and provided the **Bodily Injury** or **Property Damage** results from the negligence,

fault or comparative fault of the **Named Insured** and is not otherwise excluded by the terms of this **Policy**.

20. Any disputes involving any express warranties or guarantees, including the effectiveness or promised result of any service.
21. Any disputes involving cost estimates, fees or charges.
22. The operation of any acute care facility, including, but not limited to, any hospital or skilled nursing facility.
23. Activities as a trustee, partner, officer, director or employee of any employee trust, charitable organization, corporation, company or business other than that of the **Named Insured**.
24. The prescription, manufacture, combination, or distribution of any medication not approved by the Food and Drug Administration at the time of prescription, manufacture, combination, or distribution.
25. Injury, however caused, arising, directly or indirectly, out of:
 - a. Invasion, acts of foreign enemies, hostilities, or war, including undeclared or civil war; or
 - 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; or
 - d. confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority; or
 - e. Any act of terrorism.

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

26. Any of the following:
 - a. actual or alleged **Wrongful Employment Act** or **Workplace Tort**; or
 - b. any dispute between present, prospective or former employee and any **Insured** relating to the employment relationship including **Wrongful Termination**, failure to hire, **Discrimination**, harassment, or failure to pay wages.

This exclusion applies whether an **Insured** may be held liable as an employer or in any other capacity and to any obligation to share **Damages** with or to repay someone else who must pay **Damages** because of the injury.

27. Any business enterprise (including the ownership, maintenance or care of any property in connection therewith), not named in the Declarations, which is owned by any **Insured** or in which any **Insured** is a trustee, partner, officer, director or employee.
28. Failure to train, hire, supervise, discipline or terminate any present, prospective, or former employee.
29. Any actual or alleged piracy, plagiarism, infringement of trademark, patent, copyright, service mark, trade dress, trade name, trade secret, or any other intellectual property rights.
30. The failure to buy or maintain any form of insurance, suretyship or bond.
31. Any injury which, in whole or in part, is caused by, results from, is attributable to, contributes to, acts in conjunction with, or is aggravated by:
 - a. The actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape of or exposure to **Pollutants**, regardless of the source of the **Pollutants**; or
 - b. Any other cause acting in conjunction with said **Pollutants**. This includes but is not limited to **Pollutants** such as carbon monoxide, smoke, mold, soot, vapors, acids, alkalis, chemicals, gasoline, hydrogen sulfide, soot, dust, hydrocarbons, lead, insecticides, paint, exhaust from any **Auto**, vehicle or aircraft, or any contamination from any combination of the aforementioned pollutants; or
 - c. Whether any **Pollutant** is in the form of gas, liquid or particle, and whether or not the injury is commonly thought of as arising from pollution; or
 - d. Whether the injury or damage caused by the **Pollutants** was sudden or accidental, or whether the injury or damage was progressive, continuing, chronic, acute or resulted from repeated exposure to substantially the same general harm; or

- e. Any loss, cost or expense arising out of any:
 - i. Request, demand or order that any **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way responding to, or assessing the effects of, **Pollutants**; or
 - ii. **Claim** or **Suit** by or on behalf of any governmental authority for **Damages** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to, or assessing the effects of, **Pollutants**.
- f. This exclusion applies whether the injury, including **Bodily Injury**, **Property Damage**, **Personal Injury** or **Advertising Injury**, is caused by, arises from, results from or is attributable to any other cause acting in conjunction with said pollutants.
- 32. Any **Disciplinary Proceeding** against an **Insured** or the defense of an **Insured's** license.
- 33. Any alteration, modification or destruction of records, or directed by an **Insured**, including any spoliation of evidence or failure to produce by the **Insured**.
- 34. Any **Abusive Act**.
- 35. Any **Discrimination**.
- 36. Any services performed by **You** or on **Your** behalf where the person performing that service is acting outside of the scope of their valid license, whether by nature of the procedure or by selection of the device, method, materials, chemicals, equipment, or otherwise. This exclusion applies to work outside the scope of a then-valid license, as well as where the necessary license has not yet been issued, was suspended, revoked or surrendered, or otherwise was terminated at the time of the work was performed.
- 37. Any **Claim** for which any **Insured** may be held liable by reason of any of the following:
 - a. the intoxication of any **Insured**;
 - b. causing, contributing to, or allowing the intoxication of any person;
 - c. the furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
 - d. any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

The term "intoxication" includes the effects of alcohol or any other drug, unless legally administered within the scope of the **Insured's** license.
- 38. Corporal punishment by the **Insured**;
- 39. Vicarious liability of the **Insured** for an individual who is not an **Insured**.
- 40. Athletic events sponsored by the **Insured**.
- 41. Any actual or alleged involvement in the following:
 - a. unfair business practices, unfair competition, price fixing, tortious interference with contractual or business relations, breach of or the inducement to breach any contract, including any employment agreement or restrictive covenant with any entity; or
 - b. acts committed by an **Insured** or its partners, officers, directors, agents, employees or managers, whether acting alone or in collusion with others, of any criminal, dishonest, fraudulent, intentional, or malicious act, intentional misrepresentation, including but not limited to, actual or alleged violations of State or Federal Anti-Trust, price-fixing, restraint of trade or deceptive trade practice laws, rules or regulations.
- 42. Acquired Immune Deficiency Syndrome (AIDS), meaning the potential or actual transmission of or exposure to Human Immunodeficiency Virus (HIV), AIDS Related Complex (ARC), Acquired Immune Deficiency Syndrome (AIDS), hepatitis or any other infectious disease or any complex or syndrome related thereto, or the use or misuse of confidential information relating to HIV, ARC, AIDS, hepatitis or any other infectious disease, including the failure to disclose the health status of any **Insured**. With respect to this exclusion, the term "infectious disease" includes, but is not limited to, disease caused by SARS-CoV-2, any mutation or variation thereof, or any novel coronavirus.
- 43. Any obligations or duties of an **Insured** in the capacity of a public official or as an employee of a governmental entity.
- 44. Any
 - a. **Occurrence**, **Offense**, loss, **Claim**, or **Wrongful Act** that first took place, first occurred, or first began or commenced, before the **Retroactive Date** or after the **Period of Insurance**; or

- b. **Occurrence, Offense, loss, Claim, or Wrongful Act** that resulted from, or is caused in whole or in part by, any event, **Occurrence, Offense** or cause that took place, first occurred, or began or commenced, before the **Retroactive Date** or after the **Period of Insurance**.

This exclusion applies, but is not limited to, any **Occurrence, Offense, loss, Claim, or Wrongful Act** that:

- a. continues, or
- b. becomes progressively worse

during the **Period of Insurance** if such damages were contributed to, directly or indirectly, by any event, **Occurrence, Offense** or cause that took place, first occurred, or began or commenced before the **Retroactive Date**.

Further, for the purposes of this insurance, any **Occurrence, Offense, loss, Claim, or Wrongful Act** that took place, first occurred, or began or commenced, before the **Retroactive Date** shall be deemed to have taken place entirely before the **Retroactive Date**.

45. Any **Occurrence, Offense, loss, Claim, or Wrongful Act** of which the **Insured** had knowledge or notice prior to the inception date of this policy:
- a. if any director, officer, principal, partner, insurance manager or any member of the risk management or legal department of an **Insured** on or before the inception date of this **Policy** knew or could have reasonably foreseen that such circumstance might be expected to be the basis of a **Claim**; or
 - b. in respect of which any **Insured** has given notice of a circumstance to the insurer of any other policy in force prior to or simultaneous to the inception date of this **Policy**.
46. Any service performed under general anaesthesia or that requires a licensed anesthesiologist.
47. Any genomic screening or genomic counselling.
48. The use of any equipment that has been modified or altered in any way that:
- a. Deviates from the manufacturer's standards; or
 - b. Does not meet federal, state, municipal, or any governing authority's safety requirements.
49. The following services:
- a. Cryotherapy; or
 - b. Sensory deprivation or "float" tanks; or
 - c. Hyperbaric chambers; or
 - d. Oxygen "bar" services involving use of nasal cannulas; or
 - e. Any services involving fire applied on or near the body; or
 - f. Any services involving blood-letting (including "wet cupping").
50. The day-to-day operation of the **Insured's** business, including but not limited to maintaining financial accounts, issuing or failure to issue payments, maintaining trust accounts and issuing invoices or other such demand for payments.
51. The rendering or failure to render any financial or administrative services by any **Insured**. For purposes of this exclusion, financial services include, but are not limited to planning, administering, or advising on investments, pensions, annuities, bank accounts, trust accounts, investments, or retirement accounts, including those governed by the Employee Retirement Income Security Act of 1974 ("ERISA").
52. The transfer of a patient in violation of any statute or regulation restricting patient transfers or regulating the circumstances under which patient transfers may be effected.
53. Injury caused by anyone receiving or who has received **Professional Services** from the **Insured**.
54. Assisted suicide or euthanasia.
55. Any obligation of, or duty imposed upon, an **Insured** under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or under any rules or regulations promulgated by the U.S. Department of Health and Human Services pertaining to the implementation or applicability of HIPAA.
56. The rendering or failure to render any services to **Patients** as a physician, surgeon or dentist. This exclusion shall not apply to **Your** medical directors while acting within the scope of their duties as a medical director.
57. Any injury arising out of the ownership, maintenance, use, hiring, retention, or entrustment to others of any aircraft, **Automobile, Mobile Equipment** or watercraft, that is owned or operated

by or rented or loaned to any **Insured**. Use includes transportation, operation and **Loading or Unloading**.

58. Aircraft whether or not used by an **Insured**, including missiles or spacecraft, any ground support or control equipment used therewith, or any article furnished by any **Insured** and installed in or transported by an aircraft, or used in connection with an aircraft, or for spare parts for an aircraft, or tooling used for the manufacture thereof, including ground handling tools and equipment, training aids, instruction manuals, blueprints, engineering or other data, advice, services, or labor related to any liability arising out of the grounding or withdrawal of any aircraft.
59. Any disaster declared by federal, state, or local government or any of their agencies.
60. Fines, sanctions, penalties, or multiples of damages imposed by or under any law, statute, or ordinance of any federal, state or municipal government agency.
61. Punitive or exemplary damages, fines, sanctions, penalties, or multiples of damages, including but not limited to any attorneys' fees awarded as a fine, sanction or penalty.
62. Earth movement, regardless of the cause of the earth movement. Earth movement includes but is not limited to landslide, earthquake, subsidence, mudflow, sinkhole, shrinking, expansion, erosion, loss of lateral or subjacent support and the expanding, rising, falling, shifting, settling or contracting of earth, whether or not there is any other concurrent causation and whether or not the earth movement or settling is attributable to, or on the part of, any **Insured**. This exclusion applies to any earth movement, regardless of whether it is alleged to have been caused by an **Insured's** operations or the injection of any materials into the earth's surface. This exclusion is also intended to exclude any claims arising from allegations that any work related to fracking or disposal of wastewater related to fracking caused or contributed to the earth movement.
63. The inhalation, ingestion, or absorption of or physical exposure to lead in any form, including but not limited to:
 - a. the use of lead paint in constructing or manufacturing any goods, products, or structures; or
 - b. the removal of lead paint from any goods, products, or structures; or
 - c. the manufacture, encapsulation, transportation, storage, handling, distribution, sale, application, consumption, or disposal of lead paint or goods or products containing lead paint; or
 - d. loss, costs, expense, charge, fine or penalty arising out of any governmental direction, demand, order or request that an **Insured** or any other party test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of lead, lead paint, or materials containing lead paint;
 - e. loss, costs, expense, charge, fine or penalty arising out of any **Claim** or **Suit** brought by or on behalf of a governmental authority for **Damages** because of testing, monitoring, cleaning, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of lead, lead paint, or materials containing lead paint.
64. Any product containing any form of formaldehyde or chemically related compounds or substances.
65. Any actual, alleged or threatened exposure to any electromagnetic fields.
66. Any actual, alleged or threatened exposure to or the manifestation, release, dispersal, seepage, migration, discharge, appearance, presence, reproduction or growth of mold, mildew, spores, mycotoxins, fungi, bacteria, virus, pollen, allergen, or any organic pathogens or other microorganisms of any type, nature or description, regardless of origin or cause, including:
 - a. any cost, expense or charge to test, monitor, clean up, remediate, remove contain, treat, detoxify, decontaminate, neutralize, rehabilitate, or in any way respond to or assess the effects of mold, mildew, spores, mycotoxins, fungi, bacteria, virus, pollen, allergen, or any organic pathogens or other microorganisms of any type, nature or description; and
 - b. any loss, costs, expense, charge, fine or penalty, incurred, sustained, or imposed by order, direction, request or agreement of any court, governmental agency, or any civil, public or military authority;

With respect to this exclusion, the term "organic pathogens" means any organic irritant or contaminant, including but not limited to mold, fungus, bacteria, virus, or their by-products such as mycotoxins, mildew, or biogenic aerosol. "Organic pathogens" include but are not limited to

Aspergillus, Penicillium, Stachybotrys Chartarum, Stachybotrys Atra, Trichodema, Fusarium, Memnoniella, and SARS-CoV-2, any mutation or variation thereof, or any novel coronavirus.

67. Asbestos, silica or asbestos- or silica-containing materials including but not limited to:
- a. inhaling, ingesting, consumption, absorption or physical exposure to asbestos or goods or products containing asbestos or silica; or
 - b. asbestosis, silicosis, mesothelioma, emphysema, pneumoconiosis, pulmonary fibrosis, pleuritis, endothelioma or any lung disease, or any ailment, caused by or aggravated by exposure, inhalation, consumption, or absorption of asbestos or silica;
 - c. the use of asbestos in constructing or manufacturing any goods, products, or structures; or
 - d. the removal of asbestos or silica from any goods, products, or structures; or the manufacture, encapsulation, transportation, storage, handling, distribution, sale, application, mining, consumption, or disposal of asbestos or goods or products containing asbestos; or
 - e. any governmental direction or request that the **Insured** or any other party, test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize asbestos or silica or asbestos- or silica-containing products.
68. Any work performed by subcontractors or independent contractors unless that subcontractor or independent contract meets the definition of an **Insured**.
69. Any crime committed at the real property where the operations of an **Insured** are or were rendered, including but not limited to theft, burglary, robbery, mysterious disappearance, inventory shortage or shrinkage, malicious mischief, vandalism, larceny, homicide, murder, or any other crime or attempted crime committed by anyone during or in connection with the operations of the insured, including but not limited to an **Insured's** failure to prevent that crime.
70. Cyber liability, including but not limited to:
- a. unauthorized access, use, disclosure, alteration, or destruction of electronic data, computer systems, or computer networks;
 - b. failure, interruption, or degradation of computer systems or computer networks;
 - c. virus, malware, ransomware, or other malicious code;
 - d. denial of service attack, distributed denial of service attack, or similar cyber attack;
 - e. theft, loss, or unauthorized disclosure of confidential or sensitive information, including personally identifiable information (PII);
 - f. errors or omissions in the programming, design, or implementation of computer systems or software;
 - g. failure to maintain the confidentiality, integrity, or availability of electronic data.
71. The use of artificial intelligence, including but not limited to the following:
- a. any errors, omissions, or inaccuracies in the programming, functioning, or decision-making processes of artificial intelligence systems;
 - b. bodily injury, property damage, or economic loss caused by or resulting from the actions or decisions of artificial intelligence systems;
 - c. claims related to data breaches, privacy violations, or cyber incidents caused by the use of artificial intelligence;
- this exclusion applies to any party, including but not limited to non-insured parties, an **Insured**, their employees, agents, contractors, or any third parties utilizing artificial intelligence on an **Insured's** behalf. The term "artificial intelligence" as used in this exclusion refers to computer systems or algorithms designed to simulate human intelligence, including machine learning, neural networks, and autonomous decision-making processes.
72. Injury, sickness, disease, death or destruction:
- a. with respect to which an **Insured** under this insurance is also an **Insured** under a nuclear energy liability insurance issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada or would be an **Insured** under any such insurance but for its termination upon exhaustion of its limits of liability; or
 - b. resulting from the **Hazardous Properties of Nuclear Material** that:
 - i. any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or
 - ii. the **Insured** is, or had this insurance not been issued would be, entitled to indemnity from the United States of America, or any agency thereof under any agreement entered

- into by the United States of America, or any agency thereof, with any person or organization.
- c. immediate medical or surgical relief, to expenses incurred with respect to injury, sickness, disease, death or destruction resulting from the **Hazardous Properties of Nuclear Material** and arising out of the operation of a nuclear facility by any person or organization.
 - d. resulting from the **Hazardous Properties of Nuclear Material**, if
 - i. the **Nuclear Material**
 - 1. is at any nuclear facility owned by, or operated by or on behalf of, an **Insured** or
 - 2. has been discharged or dispersed therefrom;
 - ii. 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 an **Insured**; or
 - iii. the injury, sickness, disease, death or destruction arises out of the furnishing by an **Insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **Nuclear Facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion applies only to injury to or destruction of property at such **Nuclear Facility**.

SECTION IV – LIMIT OF LIABILITY AND DEDUCTIBLE

A.) Limit of Liability

1. Our liability for **Damages** and **Claims Expenses** for each **Claim** covered by this insurance shall not exceed, subject to the Deductible, the amount shown in the Declarations for Each **Claim**, regardless of the number of:
 - a. **Insureds**;
 - b. **Claims** made or **Suits** brought;
 - c. persons or organizations making **Claims** or bringing **Suits**.
2. Our aggregate liability for the combined total of all **Damages** and **Claims Expenses** for all **Claims** covered by this insurance shall not exceed, subject to **Paragraph 1.** above, the amount shown in the Declarations.
3. If the limit of liability is used up prior to settlement or judgment of any pending **Claim**, our obligations under this policy shall end and **we** shall have the right to withdraw from further investigation or defense of any pending **Claim** by giving control of such investigation or defense to the **Named Insured**, and the **Named Insured** agrees, as a condition to the issuance of this policy, to accept such control.
4. If a covered **Claim** is made against **you** during the **Period of Insurance** and reported to **us** during the **Period of Insurance** or any applicable extended applicable reported period, then that **Claim** and any **Related Claims** that are subsequently made against the **Insured** and reported to **us**, whenever made, shall be considered a single **Claim** first made and reported to **us** within the **Period of Insurance**.

B.) Deductible

1. Our obligation to pay **Damages** and **Claims Expenses** applies only to the amount of **Damages** and **Claims Expenses** in excess of the Deductible shown in the Declarations.
2. The Deductible amount shown in the Declarations applies to all **Claims** arising out of:
 - a. **Related Claims**; or
 - b. The same **Wrongful Act, Occurrence** or **Offense** regardless of the number of:
 - a. **Insureds** involved; or
 - b. Persons, organizations, or government agencies making such **Claims**.
3. The terms of this insurance, including those with respect to:

- a. **Our** right and duty to defend the **Insured** against any **Claim** based on a **Wrongful Act, Occurrence or Offense** seeking **Damages**; and
- b. **Your** duties;
apply regardless of the application of the Deductible amount.
- 4. **We** may, at **our** election, pay any part or all of the Deductible amount to effect settlement of any **Claim** and, upon notification of the action taken, **you** shall promptly reimburse **us** for such part of the Deductible amount as has been paid by **us**.
- 5. No other party, person, entity, or carrier, other than the **Named Insured**, may satisfy the deductible or self-insured retention requirement of this policy.

SECTION V – EXTENDED REPORTING PERIODS

A.) Automatic Basic Extended Reporting Period:

If this **Policy** is terminated for any reason by either **us** or by **you**, **we** will provide **you** with an automatic, non-cancellable Basic Extended Reporting Period starting at the termination of the **Period of Insurance** if **you** have not obtained another policy of liability insurance within thirty (30) days of the termination of this **Policy** and the reason for termination is not due to **your** non-payment of premium or noncompliance with the terms and conditions of this **Policy**. This automatic Basic Extended Reporting Period will terminate thirty (30) days after the termination of the **Period of Insurance**.

B.) Optional Extended Reporting Period:

If **you** write to **us** within thirty (30) days of the termination of the **Period of Insurance**, such termination being for reasons other than non-payment of premium or noncompliance with the terms and conditions of this **Policy**, telling **us** that **you** want to purchase an Optional Extended Reporting Period, and **you** pay the premium to **us** within thirty (30) days in an amount determined at **our** sole discretion, together with any earned but unpaid premium which may be due under the terminated **Policy**, an Optional Extended Period endorsement will be provided to **you** in accordance with **our** rules, rates and rating plans in effect at the time of requesting the Optional Extended Reporting Period.

C.) Conditions for All Extended Reporting Periods

The following conditions apply to any extended reporting period:

1. Extended reporting periods apply only to **Claims** first made against an **Insured** during the **Period of Insurance**. Extended reporting periods do not extend the **Period of Insurance** or change the scope of coverage provided. They apply only to **Claims** for **Wrongful Acts, Occurrences or Offenses** that first occur before the end of the **Period of Insurance** but not before the **Retroactive Date**.
2. **Our** limit of liability for all **Claims** reported during the automatic or optional extended reporting periods shall be part of, and not in addition to, **our** limit of liability for the **Period of Insurance**.
3. Such extended reporting periods as set forth in paragraphs A.) or B.) shall not apply to:
 - a. **Claims** are that are made after termination of the **Period of Insurance**;
 - b. **Claims** that are covered under any subsequent insurance **you** purchase; or
 - c. **Claims** that would be covered under a subsequent policy, but for exhaustion of the limit of liability of that subsequent policy.
4. It is understood and agreed that the extended reporting period shall not be construed to be a new policy and any **Claim** submitted during such extended reporting period shall otherwise be governed by this **Policy**.
5. The Optional Extended Reporting Period will include the time period covered by the initial thirty (30) day Basic Extended Reporting Period; and,
6. The Optional Extended Reporting Period coverage may not be cancelled by **you** and its premium is considered fully earned upon commencement of the extended reporting period.

The quotation by Underwriters of a different premium or deductible or limit of liability or changes in policy language for the purpose of renewal shall not constitute a refusal to renew by the Underwriters.

SECTION VI – DEFINITIONS

1. **“Abusive Act”** means actual or threatened, whether perceived or intended, abuse or molestation done to any person including but not limited to sexual intimacy, sexual acts, sexual abuse, sexual molestation, sexual harassment, sexual exploitation, sexual assault, sexual battery or acts in furtherance thereof, whether under the guise of treatment or not, and whether consensual or not, and whether or not a person is incapable of appraising the nature of the conduct or is physically incapable of declination participation in or communication unwillingness to engage in the **Abusive Act**.
2. **“Advertising Injury”** means an injury other than **Bodily Injury** or **Personal Injury** arising out of one or more of the following **Offenses** committed in the course of and through the means of an **Insured’s** advertising activities for the **Insured’s Professional Services**
 - a. Oral or written publication of material that slanders or libels a person or organization;
 - b. Oral or written publication of material that violates a person’s right of privacy.
3. **“Automobile”** or **“Auto”** means a land motor vehicle, trailer or semi-trailer designed primarily for travel on public roads, including any attached machinery or equipment. **“Automobile”** shall include all motorized vehicles maintained for use solely on or next to premises **you** own or rent, even if not designed for travel on public roads.
4. **“Bodily Injury”** means physical injury, sickness, or disease sustained by a person who is not an **Insured**, including death resulting from any of these at any time. **“Bodily Injury”** shall not include the shock or emotional, mental or psychological distress, injury, trauma or anguish, or other similar condition.
5. **“Claim”** means a written demand, including a **Suit** and the allegations contained therein, received by the **Insured** for monetary **Damages** arising out of (i) a **Wrongful Act** in the case of **COVERAGE B** or (ii) arising out of an **Occurrence** or **Offense** in the case of **COVERAGE A**. A **Claim** shall be deemed first made in the case of a civil proceeding or arbitration, on the earliest of the date of service upon or other receipt by any **Insured** of a written demand, notification of representation by an attorney, request for records by an attorney, request to preserve records by an attorney, complaint, indictment, notice of charge, or similar document against the **Insured**. **Related Claims** shall be treated as a single **Claim**.
6. **“Claims Expenses”** means:
 - a. Fees charged by an attorney retained or approved by **us**; and
 - b. Reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **Claim** to which this insurance applies, or for the protection of **our** subrogation rights.

Claims Expenses do not include any salary, overhead or other charges by the **Insured** for any time spent in cooperating in the defense and investigation of any **Claim** or circumstance which might lead to a **Claim** notified under this insurance except to the extent set forth in **SECTION I – INSURING AGREEMENTS, C.) SUPPLEMENTARY PAYMENTS**.
7. **“Coverage Territory”** means: The United States of America (including its territories and possessions).
8. **“Damages”** means the monetary portion of any judgment, award or settlement, provided that such settlement is negotiated with **our** assistance and approval. **“Damages”** do not include:
 - a. Taxes; or

- b. Punitive or exemplary damages;
 - c. The multiplied portion of multiplied damages; or
 - d. The restitution, return or refund of personal profit or advantage to which **you** were not legally entitled; or
 - e. Criminal or civil fines, penalties (statutory or otherwise), fees or sanctions; or
 - f. Matters deemed uninsurable by law; or
 - g. Fees, costs, expenses or other consideration paid to or incurred by **you**, no matter whether claimed as restitution of specific funds, forfeiture, financial loss, setoff or otherwise, and injuries that are a consequence of any of the foregoing; or
 - h. Any form of equitable or non-monetary relief, or any liability or costs incurred in complying therewith; or
 - i. Awards for emotional distress or mental anguish; or
 - j. Any amount for which an **Insured** is entitled to indemnity or payment under any other insurance or reinsurance contract; or
 - k. Any amount for which an **Insured** is not financially liable or which is without legal recourse to the **Insured**; or
 - l. **Claims Expenses**.
9. **“Disciplinary proceeding”** means any proceeding or investigation brought by an administrative, regulatory or disciplinary official, board or agency with jurisdiction over **your** license to investigate charges of professional misconduct against an **insured**. **“Disciplinary Proceeding”** shall also include any proceeding or investigation brought by Department of Health and Human Resource or Center for Medicare and Medicaid Services, or any other organization with power to enforce regulations and laws.
10. **“Discrimination”** means:
- a. termination of an employment relationship; or
 - b. a demotion or adverse employment action; or
 - c. a failure or refusal to hire or promote or otherwise to take any action for or against any individual with respect to his or her compensation, terms, conditions, privileges, or opportunities of employment; or
 - d. humiliation, harassment, denial of service or misconduct against any person; based on actual or perceived age, race, creed, color, gender, sex, religion, sexual preference or orientation, disability, pregnancy, national origin, physical or mental disability, illness, political affiliation, positive test for communicable diseases or any protected category or characteristic established pursuant to any applicable United States federal, state, or local statute ordinance.
11. **“Employee”** means a person, whose work is engaged and directed by **you** in exchange for wages, including any part-time, seasonal, and temporary **Employee**. **“Employee”** also includes apprentices and students whose work is under **your** direct supervision as a part of **your** training program. **“Employee”** does not include:
- a. independent contractors;
 - b. temporary workers furnished as a substitute for a permanent employee on leave to meet short-term workload conditions;
 - c. members of an **Insured** limited liability company;
 - d. members or partners of an **Insured** joint venture; or
 - e. **Executive Officers** or directors of an **Insured** organization other than a partnership, joint venture, or limited liability company.
12. **“Executive Officer”** means a person holding any of the officer positions created by the **Named Insured's** charter, constitution, by-laws or any other similar governing document.
13. **“Hazardous Properties”** means radioactive, toxic or explosive properties.
14. **“Impaired Property”** means tangible property, other than the **Insured's Products** or the **Insured's Work**, that cannot be used or is less useful because:

- a. It incorporates the **Insured's Products** or the **Insured's Work** that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. An **Insured** has failed to fulfil the terms of a contract or agreement, if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of the **Insured's Products** or the **Insured's Work**; or
 - b. The **Insured's** fulfilling the terms of the contract or agreement.

15. “**Insured(s)**” refer to those listed in **SECTION II – WHO IS AN INSURED**.

16. “**Insured Contract**” means

- a. A lease of premises;
- b. A sidetrack agreement;
- c. An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade, except in connection with construction or demolition operations on or within fifty (50) feet of a railroad;
- d. An indemnification of a municipality as required by ordinance, except in connection with work for a municipality;
- e. An elevator maintenance agreement; or
- f. That part of any other contract or agreement pertaining to the **your** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **you** assume the tort liability of another to pay **Damages** because of **Bodily Injury** or property **Damages** to a third person or organization, but only if the contract or agreement is made prior to the **Bodily Injury** or **Property Damage**, only if such **Bodily Injury** or **Property Damage** is not excluded by the terms of the **Policy**, and only if such **Bodily Injury** or **Property Damage** arises from the **Insured's Work** performed during the **Period of Insurance**. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

- a. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - i. Preparing, approving or failing to prepare or approve plans, including but not limited to demolition plans or methods, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - ii. Giving directions or instruction, or failing to give them, if that is the primary cause of the injury or damage; or
- b. Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the **Insured's** rendering or failing to render professional services, including those listed in **a.** immediately above and supervisory, inspection or engineering services; or
- c. That indemnifies any person or organization for damage by fire to premises rented or loaned to the **Insured**; or
- d. That relates to a project for a public authority; or
- e. That relates to construction or demolition operations, within fifty (50) feet of any railroad property, and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing; or
- f. That indemnifies any person or organization for attorney fees, expenses or costs resulting from litigation.

17. “**Insured's Products**” means:

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

The **Insured's Products** include warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in paragraph **a.** and **b.** above.

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

18. "Insured's Work" means:

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

The **Insured's Work** includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in paragraph **a.** or **b.** above, as well as the providing of or failure to provide warnings or instructions.

19. "Loading or Unloading" means the handling of property or person(s):

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or **Automobile**;
- b.** While it is in or on an aircraft, watercraft or **Automobile**; or
- c.** While it is being moved from an aircraft, watercraft or **Automobile** to the place where it is finally delivered.

20. "Mobile Equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises **you** own or rent;
- c.** Vehicles that travel on crawler treads;
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - i.** Power cranes, shovels, loaders, diggers or drills; or
 - ii.** Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e.** Vehicles not described in **a., b., c. or d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - i.** Air compressors, pumps and generators, including spraying, welding, building, cleaning, geophysical exploration, lighting and well servicing equipment; or
 - ii.** Cherry pickers and similar devices used to raise or lower workers;
- f.** Vehicles not described in **a., b., c. or d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not mobile equipment but will be considered **Autos**:

- a.** Equipment designed primarily for:
 - i.** Movement of persons or property on premises, including but not limited to a tram or golf cart;
 - ii.** Snow removal;
 - iii.** Road maintenance but not construction or resurfacing;
 - iv.** Street cleaning;
 - v.** Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - vi.** Air compressors, pumps and generators, including spraying, welding, building, cleaning, geophysical exploration, lighting and well servicing equipment.

21. "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 an **Insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
 - d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **Waste**, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.
21. **“Nuclear Material”** means source material, special nuclear material or by product material.
22. **“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.
23. **“Occurrence”** means an accident, including continuous or repeated exposure to substantially the same general harm, that first takes place during the **Period of Insurance**.
24. **“Offense”** means only those items designed as “offenses” listed in the definitions for **Advertising Injury** and **Personal Injury**.
25. **“Patient”** means an individual seeking or receiving, either on an inpatient, outpatient, or emergency basis, any form of **Professional Services** from an **Insured** at or away from the **Insured’s** address listed in the Declarations.
26. **“Period of Insurance”** means the period of time between the inception date shown in the Declarations and the expiration date as set forth in the Declarations, or its earlier termination or cancellation date. **“Period of Insurance”** shall not include any extended reporting period provided for in **Section V – EXTENDED REPORTING PERIODS** or in any endorsement to this **Policy**.
27. **“Personal Injury”** means injury, other than **Bodily Injury** or **Advertising Injury** arising out of one or more of the following **Offenses**:
- a. false arrest, detention or imprisonment;
 - b. malicious prosecution;
 - c. wrongful entry into, or physical eviction of a person from, a room, dwelling or premises by a **Named Insured**;
 - d. oral or written publication of material that libels or slanders a person or organization; or
 - e. oral or written publication of material that violates a person’s rights of privacy.
28. **“Pollutant”** means any solid, liquid, gaseous or thermal irritants or contaminants, including smoke, vapor, soot, fumes, acids, sulfates, sulfites, alkalis, chemicals, waste, biological material, mold, mildew, dust mites, asbestos, lead, PFAs, PFSA’s, and intangibles which negatively affect the health and welfare of people, disrupt ecological balance, or desecrate the environment and negatively impact plants and non-human species.
- “Pollutant”** also means any form of pollution as defined above which forms the basis for liability, whether the pollution is said to cause physical injury or not, which by volume or timing or any other factor is said to give rise to liability.
29. **“Products-Completed Operations Hazard”** includes **Bodily Injury** or **Property Damage** occurring away from the premises the **Named Insured** owns or rents and arising out of the **Insured’s Product** or the **Insured’s Work** except:
- a. Products that are still in the **Insured’s** physical possession; or
 - b. Work that has not yet been completed or abandoned. However, the **Insured’s Work** will be deemed completed at the earliest of the following times:
 - i. When all of the work called for in the **Insured’s** contract has been completed; or

- ii. When all of the work to be done at the job site has been completed if the **Named Insured's** contract calls for work at more than one job site; or
- iii. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

"Products-Completed Operations Hazard" does not include **Bodily Injury** or **Property Damage** arising out of:

- a. The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by the **Insured**, and that condition was created by the **Loading and Unloading** of that vehicle by any **Insured**;
- b. The existence of tools, uninstalled equipment or abandoned or unused materials; or
- c. Products or operations for which the classification, listed in the Declarations or a policy schedule, states that products-completed operations are subject to the General Liability Aggregate Limit.

30. **"Property Damage"** means physical injury to tangible property, including all resulting loss of use of such property and the loss of use of tangible property which has not been physically damaged or destroyed. All **Property Damage**, including loss of use, shall be deemed to have occurred at the time of the physical injury or act that caused it.

For purposes of this definition, electronic data is not tangible property. As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and application software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

31. **"Professional Services"** means those services or treatments performed by an **Insured** in the practice of the **Named Insured's** profession as stated in the Declarations in accordance with any license required by law and for which a fee is charged by the **Insured**.

32. **"Related Claims"** mean all **Claims** to which this insurance applies, based on, arising out of, directly or indirectly resulting from, in consequences of, or in any way involving the same or related facts, circumstances, situations, transactions, or events whether related logically, causally, or in any other way, in any combination. **Related Claims** are limited to a single Deductible and the Each Claim limit of liability provided under this policy for the insuring agreement that **we** determine most applicable. In addition, all **Claims** arising from continuous or related incidents shall be treated as one **Claim**, and all such incidents shall be considered to have taken place when the earliest such incident first takes place.

33. **"Retroactive Date"** means the date listed in the Declarations as such. If no date is shown, the **Retroactive Date** is beginning of the **Period of Insurance**.

34. **"Source Material"**, **"Special Nuclear Material"** and **"By-Product Material"** have the meanings given them in the Atomic Energy Act of 1954 and any amendments thereto.

35. **"Spent Fuel"** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **Nuclear Reactor**.

36. **"Suit"** means a civil proceeding in which **Damages** because of an injury to which this insurance applies are alleged. **"Suit"** includes:

- a. An arbitration proceeding in which such **Damages** are claimed and to which the **Insured** must submit or does submit with **our** consent; or
- b. Any other alternative dispute resolution proceeding in which **Damages** are claimed and to which the **Insured** submits with **our** consent.

37. **"Waste"** means any material:

- a. Containing **By-Product Material** other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any source or processed primarily for its **Source Material Content**; and/or
 - b. Resulting from the operation by any person or organization of any **Nuclear Facility** included under the first two paragraphs of the definition of **Nuclear Facility**; and/or
 - c. Any material or substances to be recycled, reconditioned or reclaimed, and any substance or material produced as a by-product or side effect of any process.
38. **“Workplace Tort”** means the following related to an employment, former employment or potential employment relationship:
- a. Retaliation, defamation, or infliction of emotional, mental or psychological distress, injury, trauma, anguish, shock or other similar conditions; or
 - b. Invasion of privacy; or
 - c. Negligent evaluation, wrongful discipline, or wrongful reference; or
 - d. Failure to grant tenure, wrongful failure to employ or promote, or wrongful demotion; or
 - e. Constructive discharge; or
 - f. Whistle blowing; or
 - g. Workplace harassment or sexual harassment; or
 - h. Libel, slander or disparagement; or
 - i. False imprisonment or malicious prosecution; or
 - j. Failure to adopt or enforce anti-**Discrimination** practices, policies or procedures if these allegations are made in conjunction with a **Claim** alleging **Discrimination**; or
 - k. **Discrimination**; or
 - l. **Wrongful Termination**; or
 - m. Coercion, demotion, evaluation, reassignment, discipline, humiliation, preference, any wage and hour violation, failure to pay wages or other compensation, or other employment-related practices, policies, acts or omissions.
39. **“Wrongful Act”** means any actual or alleged act, error, omission, misstatement, or misleading statement, or series of acts, errors, omissions, misstatements, or misleading statements, in the course of **Professional Services** provided by **you**.
40. **“Wrongful Employment Act”** means:
- a. **Your Employee’s**, former **Employee’s**, or an employment applicant’s allegation of:
 - i. **Discrimination** by an **Insured**; or
 - ii. Harassment, including sexual harassment, by an **Insured**; or
 - iii. **Workplace Torts** by an **Insured**; or
 - b. **Your** former **Employee’s** allegation of **Wrongful Termination** by an **Insured**.
41. **“Wrongful Termination”** means actual or constructive termination of an employment relationship in a manner which is alleged to be against the law or wrongful or in breach of an implied agreement to continue employment. **“Wrongful Termination”** shall include but shall not be limited to:
- a. Breach of a written or implied employment contract; or
 - b. Retaliation; or
 - c. Termination resulting in the filing of a **Claim** under federal, state, local or foreign whistleblower laws.

SECTION VII – CONDITIONS

A.) OTHER INSURANCE OR RISK TRANSFER ARRANGEMENTS

If any other valid and collectible insurance is available to any **Insured** for amounts which would otherwise be covered under this **Policy**, this **Policy** shall become excess whether such other insurance is stated to be primary, pro rata, contributory, excess, contingent or otherwise, unless such other insurance is purchased specifically to apply in excess of this specific **Policy**. This provision applies

whether or not the matter was reported or should have been reported to that other insurance. "Other insurance" shall include self-insurance.

When this insurance is excess, **we** will have no duty under any applicable insuring agreement to which this **Policy** applies to defend an **Insured**, if any other insurer has a duty to defend that **Insured** against such **Suit** or **Claim**. However, if no other insurer defends that **Insured**, **we** may undertake to do so subject to the terms, exclusions, limits of liability, and conditions of this **Policy**, and **we** will be entitled to the **Insured's** rights against all other insurers.

When this insurance is excess over other insurance, **we** will pay only **our** share of the covered amount of the **Suit** or **Claim**, if any, that exceeds the sum of:

1. the total amount that all such other insurance would pay for the loss in the absence of this **Policy**; and
2. the total of all deductible and self-insured amounts under that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this **OTHER INSURANCE OR RISK TRANSFER ARRANGEMENTS** provision and was not bought specifically to apply in excess of the Limits of Liability shown in your Declarations by the following means:

Method of Sharing: If required to share by law, if all of the other available insurance permits contribution by equal shares, **we** will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of liability or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, **we** will contribute by limits of liability. Under this method, each insurer's share is based on the ratio of its applicable limits of liability to the total applicable limits of liability of all insurers.

B.) DUTIES IN THE EVENT OF A "CLAIM," "SUIT" OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM

1. **You** must see to it that **we** are notified in writing as soon as practicable of any **Wrongful Act, Occurrence, Offense** or circumstance which may result in a **Claim** or **Suit**. As a condition precedent to coverage, whether or not causing prejudice to the defense, the notice must include:
 - a. How, when, and where the **Wrongful Act, Occurrence, Offense**, or circumstance took place; and
 - b. The names and addresses of any injured persons and witnesses; and
 - c. The nature and location of any injury or damage arising out of the **Wrongful Act, Occurrence, Offense**, or circumstance; and
 - d. The circumstances by which **you** first became aware of the possible **Claim** or **Suit**.Any subsequent **Claim** made against the **Insured** which is the subject of the written notice above shall be deemed to have been first made at the time written notice was first given to **us**.
2. **You** must see to it that **we** are notified in writing as soon as practicable of any **Claim** that is made or **Suit** that is brought against any **Insured**, but no greater than ten (10) days following initial notice to an **Insured** of the **Claim** or **Suit**. As a condition precedent to coverage, whether or not causing prejudice to the defense, the notice must include:
 - a. How, when, and where any **Wrongful Act, Occurrence, or Offense** alleged therein took place; and
 - b. The names and addresses of any injured persons and witnesses; and
 - c. The nature and location of any injury or damage arising out of the **Wrongful Act, Occurrence, or Offense** alleged therein; and
 - d. The circumstances by which **you** first became aware of the **Claim** or **Suit**.
3. In addition, **you** and any other involved **Insured** must:
 - a. Immediately record the specifics of any **Claim** or **Suit** and the date received; and
 - b. Immediately send **us** copies of any demands, notices, summonses legal papers, or any other documents received in connection with a **Claim** or **Suit** or that may result in a **Claim** or **Suit**; and

- c. Authorize **us** to obtain records and other information; and
- d. Fully cooperate with **us** in the investigation or settlement of the **Claim** and defense against the **Suit**; and
- e. Attend hearings and trials, assisting in securing and giving evidence, and obtaining the attendance of witnesses; and
- f. Assist and cooperate with **us** in conducting **Suits** or other proceedings, enforcing any right of contribution or indemnity against another who may be liable to **you** because of a **Claim**; and
- g. Refuse, except at **your** own cost, to voluntarily make any payment, assume any obligation, or incur any expense other than reasonable medical expenses incurred at the time of the event, without **our** prior consent. No **Insured** will, except at that **Insured's** own cost, voluntarily:
 - i. Enter into any settlement; or
 - ii. Stipulate any judgment; or
 - iii. Admit any liability; or
 - iv. Make a payment; or
 - v. Assume any obligation; or
 - vi. Incur any expense other than for first aid; or
 - vii. Otherwise dispose of any **Claim** or **Suit**, without **our** prior, written consent.
- 4. A **Claim** or **Suit** shall be considered as reported to **us** when notice is first given to **us** in accordance with this section, through the party listed on the Declarations of the **Claim**, **Suit**, or **Wrongful Act, Occurrence, Offense, or Circumstance** that could reasonably be expected to give rise to a **Claim**. The **Insured** shall have the burden of showing the relation of any **Claim** or **Suit** to the initial notice given to **us**.
- 5. Failure to comply with these notice provisions may result in the elimination of coverage under this **Policy**.
- 6. If any **Insured** shall make any claim, notification, or request for coverage under this **Policy** knowing such to be false or fraudulent, as regards amount or otherwise, this **Policy** shall become null and void and all coverage hereunder shall be forfeited.

C.) ASSISTANCE AND COOPERATION OF THE INSURED

Any **Insured**, as a condition precedent to any coverage under this **Policy**, shall fully assist and cooperate with the Underwriters in any investigation, including investigations regarding the application and coverage under this **Policy** and in settlement and defense of any **Suit** or **Claim**, as well as in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Insured**.

At **our** request, any **Insured** shall submit to **our** examination under oath if requested, meet with and give written statements to **us**, authorize and provide **us** all necessary records and other information, secure and give evidence, attend hearings and trials, and obtain the location of cooperation of witnesses.

D.) INSPECTION AND AUDIT

1. Underwriters shall have the right but not the obligation to, at any time during the **Period of Insurance** and up to three (3) years afterward:
 - a. inspect, audit, examine or survey any **Insured's** books, property, operations, or records;
 - b. give **you** reports on conditions we find; and
 - c. recommend changes.
2. **We** are not obligated to make any such inspections, surveys, reports or recommendations, and in any such actions **we** only undertake an intent to determine insurability and premiums to be charged. **We** do not make safety inspections, and **we** do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. **We** do not warrant that conditions:
 - a. are safe or healthful; or

4. in the event of one of the events referenced in paragraphs 1., 2., or 3. occurs **we** expressly reserve the right to:
 - a. demand a premium adjustment to reflect the added exposure if this insurance is to remain in force subsequent thereto; and
 - b. solely with respect to paragraphs 2. and 3. above, deem this **Policy** to have ceased with respect to any **Claim** made against **you** based on any **Wrongful Act, Occurrence, or Offense** occurring or allegedly occurring on or subsequent to the time and date of said merger or acquisition. In such case, the **Period of Insurance** shall remain unaltered and coverage will continue, but only with respect to **Wrongful Acts, Occurrences, or Offenses** occurring prior to the time and date of said merger or acquisition, in accordance with all other terms, exclusions, limits of liability and conditions of this **Policy**.

Additionally, **you** must provide prior written notice to **us** of the following:

5. if **you** plan or intend to sell **your** interest in the first **Named Insured** listed on the Declarations, and as a result **your** direct or indirect ownership interest becomes less than fifty (50) percent of the issued and outstanding voting stock; or
6. with respect to any subsidiary on the date during the **Period of Insurance** that **your** direct or indirect ownership interest in a subsidiary becomes less than fifty (50) percent of the issued or outstanding voting stock; or
7. when **you** add a new subsidiary. No newly acquired subsidiary is an **Insured** unless we have specifically agreed in writing to add such newly acquired subsidiary to the **Policy** as an **Insured** by endorsement, specifying the terms and conditions of its coverage.
8. In such events set forth in 5., 6., or 7. above, coverage will be provided under the **Policy**, but only with respect to **Wrongful Acts, Occurrences, or Offenses** occurring prior to such date and in accordance with all other terms, exclusions, limits of liability and conditions of this **Policy**. No coverage will be afforded under this **Policy** with respect to **Claims** made against **you** based on **Wrongful Acts, Occurrences, or Offenses** occurring on or subsequent to such date.

I.) ASSIGNMENT

The interest hereunder of any **Insured** is not assignable. If the **Insured** shall die or be adjudged incompetent, such insurance shall cover the **Insured's** legal representative but only while acting within the scope of duties as **your** legal representative. Until **your** legal representative is appointed, anyone having proper temporary custody of **your** property will have **your** rights and duties but only with respect to that property.

J.) CANCELLATION & NON-RENEWAL

1. The first **Named Insured** shown in the Declarations may cancel this policy by mailing or delivering to **us** advance written notice of cancellation.
2. **We** may cancel this policy by mailing or delivering to the first **Named Insured** on the Declarations, written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if **we** cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if **we** cancel for any other reason.
3. **We** will mail or deliver **our** notice to the first **Named Insured's** last mailing address known to **us**.
4. Notice of cancellation will state the effective date of cancellation. The **Period of Insurance** will end on that date.
5. All cancellations will be subject to a minimum premium as noted in the Declarations. The cancellation will be effective even if **we** have not made or offered a refund. Subject to the minimum premium in the Declarations, the following rules will apply based on the situation surrounding the cancellation:
 - a. If **we** cancel, for any reason other than non-payment of premium the refund will be pro-rata and **you** are entitled to an extended reporting period as described in **Section V – Extended Reporting Periods**.

- b. **Your** premium will be subject to a short rate penalty, if **we** cancel for non-payment of premium; and in such case **you** are not entitled to an extended reporting period as described in **Section V – Extended Reporting Periods**.
- c. If the first **Named Insured** cancels, the refund may be less than pro rata.
- 6. If notice is mailed by **us**, proof through **our** affidavit of regular U.S. mailing will be sufficient proof of notice.
- 7. If **we** decide to not renew this **Policy**, **we** will mail or deliver to the first **Named Insured** shown in the Declarations written notice of nonrenewal not less than thirty (30) days (or such longer period of time as required by applicable law), prior to expiration of the **Policy**. If notice is mailed, proof of mailing will be sufficient proof of notice.
- 8. In the event that any **Claim, Suit, Wrongful Act, Occurrence, Offense**, or circumstance is notified to **us** or **our** agents under this **Policy** the premium shall be deemed to be fully earned.

K.) ENTIRE CONTRACT

By acceptance of this **Policy** the **Insured** agrees that the statements in the Declarations and application are the **Insured's** agreements and representations, that this **Policy** is issued in reliance upon the truth of such representations and that this **Policy** embodies all agreements existing between the **Insured** and the Underwriters relating to this **Policy**.

L.) SERVICE OF SUIT

- 1. It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due under this insurance, Underwriters hereon, at the request of the **Named Insured**, will submit to the jurisdiction of a court of competent jurisdiction within the United States. This Condition does not constitute and should not be understood to constitute an agreement by Underwriters that an action is properly maintained in a specific forum, nor may it be construed as a waiver of Underwriters' rights to commence an action in a court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any State of the United States, all of which rights Underwriters may expressly reserve. It is further agreed that service of process in such suit may be made upon the Underwriters' representative, designated in Item 10 of the Declarations, and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such court in the event of an appeal.
- 2. The Underwriters' representative, designated in Item 10 of the Declarations, is authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the **Named Insured** to give written undertaking to the **Named Insured** that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted. Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the **Named Insured** or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the Underwriters' representative, designated in Item 10 of the Declarations, as the person to whom the said officer is authorized to mail such process or a true copy thereof.

M.) BANKRUPTCY

You must provide prior written notice to **us** if **you** plan to file bankruptcy or reorganize at any time during the **Period of Insurance**. Bankruptcy or insolvency of an **Insured** or of that **Insured's** estate will not relieve **us** of **our** obligations under this **Policy**, subject to the following:

- 1. An **Insured** is considered to be bankrupt only when that **Insured** has actually filed for bankruptcy in a Bankruptcy Court of competent jurisdiction. Until the bankruptcy petition is filed, all parties must adhere to the terms, conditions, endorsements, and exceptions of the

Policy herein. Expected or impending bankruptcy will not relieve **you** or **us** of obligations under the **Policy**.

2. Bankruptcy will not alter **our** or **your** obligations under the **Policy**. The **Insured's** obligations include, but are not limited to paying all **Damages, Claims Expenses**, and costs, including, but not limited to, legal expenses, expert fees, settlements and judgments, that are equal to or less than the Deductible, as well as cooperating and actively assisting in legal defense to any lawsuits, by making all officers and **Employees** available for deposition and participating in discovery.
3. Any **Suit** or **Claim** that triggers coverage under the **Policy**, while an **Insured** is in bankruptcy, jeopardizes the **Insured's** property and adversely affects reorganization. Therefore, while in bankruptcy, both **we** and any **Insured** will seek and support an injunction to stay any **Suits** or **Claims** against **you** where such **Claims** are covered by this **Policy**. **Our** duty to defend does not revive until a Bankruptcy Court of competent jurisdiction removes the stay on a **Suit**.

N.) CALCULATION OF AND RESPONSIBILITY FOR PREMIUM

The first **Named Insured** shown in the Declarations:

1. is responsible for the following:
 - a. payment of all premiums due; and
 - b. keeping records of the information **we** need for premium computation, and sending **us** copies at such times as **we** may request.
2. will be the payee for any return premiums **we** pay.

The premium shown in the Declarations was computed based on rates in effect at the time the **Policy** was issued. On each renewal, continuation, or anniversary of the effective date of this **Policy**, **we** will compute the premium in accordance with **our** rates and rules then in effect. The premium is due on the effective date of the **Policy**.

We compute the premium **you** pay for the **Policy** using information available prior to the effective date of the **Policy**. If estimates are used, **we** compute **your** actual premium when complete information is available upon the termination of the **Period of Insurance**. If it is more than **you** have already paid, **you** owe **us** the difference. **You** will not pay less than the premium listed in your Declarations except to the extent provided otherwise herein.

You must keep accurate records of the information **we** will need to compute **your** premium. **You** agree to send **us** these records at the end of each **Period of Insurance**, or any other time **we** request them pursuant to **SECTION VII, D.) INSPECTION AND AUDIT**.

O.) REPRESENTATIONS

By accepting this **Policy**, **you** agree:

1. The statements in the Declarations are accurate and complete; and
2. Those statements are based upon representations you made to us in the insurance application, emails, loss runs, financial statements, and any other information or documents provided to **us**; and
3. **We** have issued this **Policy** in reliance upon **your** representations and those representations shall be deemed material to the issuance of the **Policy**; and
4. The misrepresentation or omission of any material matter by **you** or **your** producer shall support immediate cancellation or rescission of the **Policy** and/or denial of any **Claims**, if any, at **our** sole discretion.

P.) SEPARATION OF INSUREDS

Except with respect to the limit of liability, and any rights or duties specifically assigned in this **Policy** to the first **Named Insured**, this insurance applies:

1. As if each **Named Insured** were the only **Named Insured**; and
2. Separately to each **Insured** against whom a **Claim** is made or **Suit** is brought.

Q.) TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

In addition to subrogation rights, if any **Insured** has other rights to recover all or part of any payment **we** have made under this **Policy**, including by contract or otherwise, those rights are transferred to **us**. **You** must do nothing to impair those rights. At **our** request, **you** will bring suit or transfer those rights to **us** and help **us** enforce them.

R.) INSURANCE UNDER MORE THAN ONE COVERAGE PART OR POLICY

If:

1. more than one of the **Policy's** insuring agreements applies to the same **Claim** or **Related Claims** or
2. more than one policy issued by **us** applies to the same **Claim** or **Related Claims**,

then only the insuring agreement or policy most applicable, as determined by **us** in **our** sole discretion, shall apply. **We** will not pay more than (i) the limit of liability as stated in the Declarations and applicable to that insuring agreement, or (ii) the actual amount of **Damages** and **Claims Expenses** for which **you** are liable, whichever is less.

S.) HEADINGS

The description in the headings and subheadings of the **Policy** are solely for convenience, and do not form a part of the terms and conditions of coverage set forth herein.

T.) CONFORMITY WITH STATUTE

To the extent that the **Policy** conflicts with any applicable law, statute, or regulation, this **Policy** shall conform to the minimum requirements of that law, statute, or regulation.

U.) EXHAUSTION

If the applicable limit of liability is exhausted by the payment of **Damages** and **Claims Expenses**, all **our** obligations under the **Policy** will be completely fulfilled and exhausted, and **we** will have no further obligations of any kind whatsoever under the **Policy**.

V.) INDEMNIFICATION AND HOLD HARMLESS

You shall indemnify **us** and hold **us** harmless in the event that **we** are held liable under this **Policy** to pay any amounts, sums or expenses of any nature (including, but not limited to **Damages** for any **Claims**, **Claims Expenses**, taxes, penalties, punitive damages, assessments, judgments, etc.) in excess of the available limits of liability. In such event, any indemnification to **us** hereunder will reduce the amount of the available limits of liability, as may be applicable. **We** will seek indemnification from **you** of any liability in excess of any amounts available under this **Policy** for which **we** are held liable.

W.) CHANGES TO YOUR LEGAL NAME

If at any point during the **Period of Insurance** **your** legal name, as listed in the Declarations, should change **you** must provide written notice to **us** informing **us** of the new name as soon as practicable but in no event later than ten (10) days after the name change.

X.) CHANGES TO YOUR LICENSURE

If at any point during the **Period of Insurance** **you** receive notice from any governmental agency that any license is being investigated or has been restricted, suspended, revoked, terminated or otherwise

changed, **you** must provide written notice to **us** of such action as soon as practicable but in no event later than ten (10) days after the notice is received by **you**.

Y.) CESSATION OF OPERATIONS

You must provide **us** written notification no later than thirty (30) days after ceasing **your** operations, whether for a temporary or permanent basis, for those reasons that **you** could not reasonably foresee in advance, whether the reason is voluntary or involuntary on **your** part. Cessation of operations would include, but is not limited to, cessations as the result of evacuation, relocation, failure to maintain a license, license revocation, or change in scope of business operations.

If, prior to ceasing **your** operations, **you** are aware that an **Insured** is not financially stable enough to meet its obligations and continue its business for the foreseeable future, or if **you** receive an auditor or financial opinion that an **Insured** is no longer a going concern, **you** must inform **us** immediately in writing.

Z.) ALLOCATION

In the event any of the **Insureds** shall incur both **Damages** that are covered by the **Policy** and also loss which is not covered by the **Policy** in connection with a **Claim**, then coverage will be allocated between covered **Damages**, which shall be paid by **us**, and non-covered **Damages**, which shall be paid by the **Insured**. With respect to **Claims Expenses** not yet accrued or paid, **we** and the **Insured** shall make best efforts to determine a fair and proper allocation of covered **Claims Expenses** and non-covered **Claims Expenses** (which shall be paid by the **Insured**). In the event that an allocation cannot be agreed upon, then **we** shall make an interim payment in the amount of **Claims Expenses** that the parties agree is not in dispute until a final allocation is agreed upon or determined by applicable law.

ENDORSEMENT NO. 1

This endorsement, effective 12:01 a.m.: 6/18/2024

Forms a part of Certificate No.:

By: Certain Underwriters at Lloyd's, London

Issued to: A Golden Touch Health Care Agency, LLC

**U.S. TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED NOT
PURCHASED CLAUSE**

This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.

It is hereby noted that the Underwriters have made available coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA") and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

ENDORSEMENT NO. 2

This endorsement, effective 12:01 a.m.: 6/18/2024

Forms a part of Certificate No.:

By: Certain Underwriters at Lloyd's, London

Issued to: A Golden Touch Health Care Agency, LLC

HEALTHCARE LIABILITY - CYBER AND DATA BREACH EXCLUSION 1

(for attachment to Healthcare Liability policies)

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, this Policy does not cover any actual or alleged loss, damage, liability, claim, fine, penalty, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Act**, **Cyber Incident** or **Data Breach** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act**, **Cyber Incident** or **Data Breach**.

Definitions

For the purposes of this Exclusion:

2. **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
3. **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.
4. **Cyber Incident** means:
 - i) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
 - ii) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**
5. **Data Breach** means:
 - i) the theft, loss, access to, acquisition of, or unauthorized or unlawful use or disclosure of any person's or organization's confidential or personal information, (including patents, trade secrets, processing methods, customer lists, financial information, credit or payment card information, health information, biometric data or any other type of non-public information) involving access to, processing of, use of or operation of any **Computer System**; or
 - ii) the violation of any statute, regulation, common-law, or any other law regulating or protecting access to collection, use or disclosure of, or failure to protect any non-public confidential or personal information in the form of **Electronic Data**.
6. **Electronic Data** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

ENDORSEMENT NO. 3

This endorsement, effective 12:01 a.m.: 6/18/2024

Forms a part of Certificate No.:

By: Certain Underwriters at Lloyd's, London

Issued to: A Golden Touch Health Care Agency, LLC

SEVERAL LIABILITY CLAUSE

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

ENDORSEMENT NO. 4

This endorsement, effective 12:01 a.m.: 6/18/2024

Forms a part of Certificate No.:

By: Certain Underwriters at Lloyd's, London

Issued to: A Golden Touch Health Care Agency, LLC

NUCLEAR INCIDENT EXCLUSION CLAUSE - LIABILITY - DIRECT (BROAD)

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability),

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause-Liability-Direct (Limited) applies.

This Policy* does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
 - (a) with respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) 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 into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) 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 an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

- IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "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 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means:

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

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

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

* NOTE: As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

ENDORSEMENT NO. 5

This endorsement, effective 12:01 a.m.: 6/18/2024

Forms a part of Certificate No.:

By: Certain Underwriters at Lloyd's, London

Issued to: A Golden Touch Health Care Agency, LLC

CANCELLATION CLAUSE ENDORSEMENT

NOTWITHSTANDING anything contained in this Insurance to the contrary this Insurance may be cancelled by the Assured at any time by written notice or by surrendering of this Contract of Insurance. This Insurance may also be cancelled by or on behalf of the Underwriters by delivering to the Assured or by mailing to the Assured, by registered, certified or other first class mail, at the Assured's address as shown in this Insurance, written notice stating when, not less than 30 days thereafter, the cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and this Insurance shall terminate at the date and hour specified in such notice. However, if the Underwriters cancel this insurance because the Insured has failed to pay a premium when due, this insurance may be cancelled by the Underwriters by mailing a written notice of cancellation to the Named Insured at the address shown in the Declarations stating when, not less than 10 days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation shall become the end of the **Period of Insurance**.

If this Insurance shall be cancelled by the Assured the Underwriters shall retain the customary short rate proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriters shall receive the Earned Premium hereon or the customary short rate proportion of any Minimum Premium stipulated herein whichever is the greater.

If this Insurance shall be cancelled by or on behalf of the Underwriters the Underwriters shall retain the pro rata proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriters shall receive the Earned Premium hereon or the pro rata proportion of any Minimum Premium stipulated herein whichever is the greater.

Payment or tender of any Unearned Premium by the Underwriters shall not be a condition precedent to the effectiveness of Cancellation but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

All other exclusions, conditions and other terms of this insurance remain unchanged.

ENDORSEMENT NO. 6

This endorsement, effective 12:01 a.m.: 6/18/2024

Forms a part of Certificate No.:

By: Certain Underwriters at Lloyd's, London

Issued to: A Golden Touch Health Care Agency, LLC

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE - LIABILITY - DIRECT

For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause-Liability-Direct) to liability insurances affording worldwide coverage.

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

ENDORSEMENT NO. 7

This endorsement, effective 12:01 a.m.: 6/18/2024

Forms a part of Certificate No.:

By: Certain Underwriters at Lloyd's, London

Issued to: A Golden Touch Health Care Agency, LLC

WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- (1) 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; or
- (2) any act of terrorism.

For the purpose of this endorsement an 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 organisation(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.

This endorsement also excludes 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 (1) and/or (2) above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

ENDORSEMENT NO. 8

This endorsement, effective 12:01 a.m.: 6/18/2024

Forms a part of Certificate No.:

By: Certain Underwriters at Lloyd's, London

Issued to: A Golden Touch Health Care Agency, LLC

ANIMAL INJURY ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

ALLIED HEALTH PROFESSIONAL AND GENERAL LIABILITY INSURANCE

In consideration of the premium charged, it is hereby understood and agreed that **SECTION III. EXCLUSIONS, Subsection C.)**, applicable to **ALL INSURING AGREEMENTS**, is amended to include the following exclusion:

Any animal, whether by a bite or any other injury or condition resulting from an animal, at the covered premises, including but not limited to dogs, cats, squirrels, rabbits, possums, snakes, whether a pet or a wild animal.

It is agreed that knowledge by **us** of an animal on the premises does not result in any waiver or estoppels of this exclusion.

It is further agreed that lack of the owner's knowledge of the animal's propensity for viciousness is not a defense to this exclusion.

All other exclusions, conditions and other terms of this insurance remain unchanged.

ENDORSEMENT NO. 9

This endorsement, effective 12:01 a.m.: 6/18/2024

Forms a part of Certificate No.:

By: Certain Underwriters at Lloyd's, London

Issued to: A Golden Touch Health Care Agency, LLC

HIPAA PROCEEDING REIMBURSEMENT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

By purchasing this reimbursement coverage, the Insured acknowledges that this endorsement does not create any duty to defend a litigation, claim, or investigation against an Insured.

This endorsement modifies insurance provided under the following:

ALLIED HEALTH PROFESSIONAL AND GENERAL LIABILITY INSURANCE

In consideration of the premium charged, it is understood and agreed that,

We will reimburse the Insured for **HIPAA Proceeding Expenses** which directly result from a **HIPAA Violation** that takes place:

1. in the course of **your** operations and for which **you** are being investigated or held responsible; and
2. during the **Period of Insurance**;

provided that:

- a. the **HIPAA Violation** and **HIPAA Proceeding** take place in the **Coverage Territory**;
- b. the **HIPAA Proceeding** begins during the **Period of Insurance**;
- b. the **HIPAA Proceeding Expenses** are incurred and reported to us within one year of the date of the **HIPAA Proceeding**; and
- c. the insured provides evidence supporting the **HIPAA Proceeding**.

We will make these payments regardless of fault and no deductible shall apply. These payments will not exceed the following limit of liability:

\$25,000 Each Claim

\$25,000 Aggregate

"HIPAA Proceeding Expenses" mean the following reasonable and necessary expenses incurred by an Insured in response to a **HIPAA Violation**:

1. legal fees;
2. remediation costs;
3. notification expenses; and
4. mitigation of reputational damage.

"HIPAA Proceeding Expenses" shall not include any penalties, fines, multiplied damages, punitive damages, lost business opportunities, unmet contractual obligations, or lost profits.

"HIPAA Proceeding" means the legal or administrative actions taken by a governmental regulatory agency or enforcement authorities. A **"HIPAA Proceeding"** shall not include actions taken by affected individuals or non-governmental organizations.

“HIPAA Violation” means an actual or alleged act or omission by the **Insured** in violation of the provisions of Health Insurance Portability and Accountability Act (“HIPAA”) regarding standards for the protection and handling of sensitive patient health information (“protected health information” or “PHI”).

All other exclusions, conditions and other terms of this insurance remain unchanged.

ENDORSEMENT NO. 10

This endorsement, effective 12:01 a.m.: 6/18/2024

Forms a part of Certificate No.:

By: Certain Underwriters at Lloyd's, London

Issued to: A Golden Touch Health Care Agency, LLC

LLOYD'S BINDING AUTHORITY SECURITY

Declaration off Integrated Specialty Coverages, LLC Limited Binding Authority contract reference no. B131213684U24 for the period February 15, 2024 to February 14, 2025 12:01am Local Standard Time.

Effected with

100.00% Certain Underwriters at Lloyd's, London

25.00%	DUW	1729	013789F24AA
17.50%	RNR	1458	1AB1077815
15.00%	ASL	1955	098437012024
15.00%	FDY	0435	BD857K24A000
10.00%	AES	4893	24N49991AAEO
10.00%	ARG	2121	V33264EA124X
<u>7.50%</u>	SAM	0727	9N490C2192NI

100.00%

*Lloyd's Consortium 4893 AEG is comprised of:

Beazley	3623	16%
Lancashire	3010	5%
Aegis	1225	79%

ENDORSEMENT NO. 11

This endorsement, effective 12:01 a.m.: 6/18/2024

Forms a part of Certificate No.:

By: Certain Underwriters at Lloyd's, London

Issued to: A Golden Touch Health Care Agency, LLC

MEDICAL PAYMENTS EXTENSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

ALLIED HEALTH PROFESSIONAL AND GENERAL LIABILITY INSURANCE

In consideration of the premium charged, it is understood and agreed that Underwriters will pay for medical expenses, as described below, for **Bodily Injury** caused by a General Liability **Act**. Underwriters will only pay for medical expenses which are incurred within a 1 year period from the date of the incident.

1. On premises the **Insured** owns or rents,
2. On ways next to premises the **Insured** owns or rents, or
3. Because of the **Insured's**

operations; Provided that:

1. The General Liability **Act** takes place in the Coverage Territory and during the **Period of Insurance**;
2. The medical expenses are incurred and reported to Underwriters within one year of the date of the General Liability incident; and
3. The injured person submits to examination, at Underwriters' expense, by physicians of Underwriters' choice as often as Underwriters may reasonably require.

Underwriters will make these payments regardless of fault. The most Underwriters will pay for Medical Expenses is

\$5,000 each **Claim** in any single **Period of Insurance**. Underwriters will pay reasonable expenses for:

1. First aid administered at the time of a General Liability **Act**;
2. Necessary medical, surgical, x-ray and dental services, including prosthetic devices, and
3. Necessary ambulance, hospital, professional nursing and funeral services.

This coverage is provided on the condition that the injured person or someone on their behalf shall give us written proof of such necessary medical expenses, under oath if required. If we request, the injured person shall execute authorization to enable us to obtain medical reports and copies of records. The injured person will also submit to physical examinations by physicians selected by us. The examinations will be made when, and as often, as we may reasonably require. We may directly pay the injured person or organization rendering the services; however, payment will not imply an admission of liability. Each payment will reduce the amount payable for such bodily injury if liability is later established.

Exclusions Applicable to this Endorsement:

Underwriters will not pay expenses for **Bodily Injury**:

1. To any **Insured**;
2. To a person hired to do work for or on behalf of any **Insured** or a tenant of any **Insured**;
3. To a person injured on that part of premises the **Insured** owns or rents that the person normally occupies;
4. To a person, whether or not an Employee of any **Insured**, if benefits for the **Bodily Injury** are payable or must be provided under a workers' compensation or disability benefits law or a similar law;
5. To a person injured while taking part in athletics;
6. Excluded under Section 2 - General Liability;
7. Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution;
8. To any person while engaged in the maintenance and repair, alteration, demolition or new construction on your premises;
9. For medical services rendered to anyone by you or your employees or any person or organization under contract with you to provide these medical services.

All other exclusions, conditions and other terms of this insurance remain unchanged.

ENDORSEMENT NO. 12

This endorsement, effective 12:01 a.m.: 6/18/2024

Forms a part of Certificate No.:

By: Certain Underwriters at Lloyd's, London

Issued to: A Golden Touch Health Care Agency, LLC

HIRED AND NON-OWNED AUTO ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

ALLIED HEALTH PROFESSIONAL AND GENERAL LIABILITY INSURANCE

In consideration of the premium charged, it is understood and agreed that **SECTION I – INSURING AGREEMENTS A.) COVERAGE A** shall be amended to include the following:

We will pay on behalf of the **Insured**, those sums that an **Insured** becomes legally obligated to pay as **Damages** or **Claims Expenses** because of a **Suit** arising out of the following:

3. **Bodily Injury** or **Property Damage** caused by an **Occurrence** arising out of the use of a **Hired Auto** by you or your **Employee** in the course of your business; or
4. **Bodily Injury** or **Property Damage** caused by an **Occurrence** arising out of the use of a **Non-Owned Auto** by any person other than you in the course of your business

to which this insurance applies.

The coverage afforded by this endorsement shall be subject to the following Limit of Liability:

\$100,000 each **Occurrence**
\$100,000 in the aggregate

DEFENSE

With respect to the coverage afforded by this endorsement, **we** have no obligation to investigate, defend or settle any **Occurrence, Claim** or **Suit** made against you that any other insurer has a duty to defend. **We** have the right and will be given the opportunity to join you in the defense, settlement or investigation of an **Occurrence, Claim** or **Suit** which is or may be covered under this **Policy**. You must have our written prior approval to settle any **Occurrence, Claim** or **Suit** in an amount that would be covered under this **Policy**.

EXCLUSIONS

Solely with respect to the coverage afforded by this endorsement, exclusion 57. of **SECTION III – EXCLUSIONS, C.)** shall not apply. However, with respect to this endorsement, **we** will not defend or pay on your behalf any **Damages** or **Claims Expenses** for any **Claim** made against any **Insured** that is based on, attributable to, arising out of or related to, in whole or in part, any of the following:

73. the ownership, maintenance, use or operation of any **Auto** which, at the time of the **Occurrence** causing such **Bodily Injury** or **Property Damage**:
 - a. did not have in full force and effect all of the insurance coverages and limits of liability required by any applicable law, regulation or ordinance; or
 - b. did not satisfy all of the requirements of any applicable financial responsibility law, regulation, or ordinance.
74. the ownership, maintenance, use or operation of any **Auto** owned by any **Insured** at the time of the **Occurrence** causing such **Bodily Injury** or **Property Damage**.

75. any obligation or liability for uninsured or underinsured motorists coverage, personal injury protection or similar no-fault coverage, including medical payments, by whatever name called.
76. the ownership, maintenance, use or operation of any driverless vehicle.

WHO IS AN INSURED

Solely with respect to the coverage afforded by this endorsement, **SECTION II – WHO IS AN INSURED** is deleted in its entirety and replaced by the following:

1. The **Named Insured**;
2. None of the following is an insured with respect to the coverage afforded by this endorsement:
 - a. any **Additional Insured**;
 - b. the owner or lessee (of whom you are a sublessee) of a **Hired Auto** or any agent or **Employee** of any such owner or lessee;
 - c. the owner or operator of any **Non-Owned Auto** or any agent or **Employee** of any such owner or operator;
 - d. any **Employee** of the **Named Insured**;
 - e. any person engaged in the business of his or her employer with respect to **Bodily Injury** to any co-employee of such person injured in the course of employment;
 - f. any partner or executive officer with respect to any **Auto** owned by such partner or officer or a member of his or her household;
 - g. any person while employed in or otherwise engaged in performing duties related to the conduct of an **Auto Business**, or than an **Auto Business** that you operate;
 - h. any person or organization with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the declarations.

DEFINITIONS

With respect to the coverage afforded by this endorsement:

1. The definition of “**Insured Contract**” shall be appended to also include that part of any written contract or agreement entered into, as part of **your** business pertaining to the rental or lease by **you** or any of **your Employees** of any **Auto**. However, such contract or agreement shall not be considered an “**Insured Contract**” to the extent that it obligated **you** or any of **your Employees** to pay for **Property** to any **Auto** rented or leased by **you** or any of **your Employees**.
2. “**Auto Business**” means the business or occupation of selling, repairing, servicing, storing or parking **Autos**.
3. “**Hired Auto**” means any **Auto** that **you** lease, hire, rent or borrow. “**Hired Auto**” shall not include any **Auto** that **you** lease, hire, rent or borrow from any of **your Employees**, partners or executive officers, or members of their households.
4. “**Non-Owned Auto**” means any **Auto** you do not own, lease, hire, rent or borrow, but only while that **Auto** is used in connection with **your** business.
5. “**Underlying Insurance**” means any other insurance policy insuring any **Hired Auto** or **Non-Owned Auto** or insuring any land motor vehicle liable for having caused damage to a **Hired Auto** or **Non-Owned Auto**.

OTHER INSURANCE

With respect to the coverage afforded by this endorsement, **SECTION VII – CONDITIONS, A.) OTHER INSURANCE OR RISK TRANSFER ARRANGEMENTS** shall be appended to also state as follows:

It is understood by **you** that **we** are charging a premium for this **Policy** that is materially based on the understanding that at all times during the **Period of Insurance** any **Occurrence, Claim** or **Suit** for **Bodily Injury** or **Property Damage** arising out of, resulting from or due to the ownership, maintenance, operation or furnishing of any **Hired Auto** or **Non-Owned Auto**, the **Underlying Insurance** insuring such **Hired Auto** or **Non-Owned Auto** will be primary to the insurance coverage afforded to **you** by **us**, and this **Policy** shall solely serve as excess thereto.

All other exclusions, conditions and other terms of this insurance remain unchanged.

ENDORSEMENT NO. 13

This endorsement, effective 12:01 a.m.: 6/18/2024

Forms a part of Certificate No.:

By: Certain Underwriters at Lloyd's, London

Issued to: A Golden Touch Health Care Agency, LLC

SEXUAL MISCONDUCT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

ALLIED HEALTH PROFESSIONAL AND GENERAL LIABILITY INSURANCE

In consideration of the premium charged for the **Policy**, it is understood and agreed that the **Policy** is amended to include the following:

A. ADDITIONAL DECLARATIONS

The Declarations shall be amended to include the following:

Item 3 Retroactive Date:

(c) SEXUAL MISCONDUCT: **6/18/2024**

Item 4 Limit of Liability:

(c) SEXUAL MISCONDUCT SUB-LIMIT: **\$100,000** Each **Claim**
\$100,000 Aggregate – Includes Claims Expenses

The Sexual Misconduct Sub-Limit shall be a part of, and not in addition to, the **Policy's** PROFESSIONAL LIABILITY limits of liability. Any **Claim** arising out of **Sexual Misconduct (Coverage B, 2.)**, in whole or in part, shall be subject to the above SEXUAL MISCONDUCT SUB-LIMIT, which is the most **we** will pay in **Damages** or **Claims Expenses** regardless of whether other allegations are asserted.

Item 5 Deductible:

(c) SEXUAL MISCONDUCT: **\$2,500** Each **Claim** – Includes Claims Expenses

The Sexual Misconduct Deductible shall be in addition to the **Policy's** PROFESSIONAL LIABILITY deductible.

B. SEXUAL MISCONDUCT INSURING AGREEMENTS

SECTION I – INSURING AGREEMENTS, B.) CLAIMS MADE AND REPORTED PROFESSIONAL LIABILITY INSURING AGREEMENT (COVERAGE B) shall be deleted in its entirety and replaced with the following:

We will pay on behalf of the **Insured**, those sums that an **Insured** becomes legally obligated to pay as **Damages** or **Claims Expenses** because of a **Claim**:

- S1.** arising out of a **Wrongful Act**; or
- S2.** for **Sexual Misconduct** arising out of a **Wrongful Act**

to which this insurance applies.

C. DEFINITIONS

For the purposes of this endorsement, “**Sexual Misconduct**” means any action or behavior, or any physical contact or touching, which is intended to lead to, or which culminates in any sexual act, by or against any client, **Patient**, or any other person whose care, custody, treatment or supervision has been entrusted to the **you**, whether committed by, caused by, or contributed to by an **Insured** or which is caused by or contributed to by the failure of any **Insured** to:

- a. properly train, hire, supervise, discipline or terminate any **Employee**;
- b. properly control, monitor or supervise the treatment or actions of any client, **Patient**, or other person whose care or custody has been entrusted to **you**;
- c. properly place with or remove from care, custody, treatment or supervision of a third party of any client, **Patient**, or other person; or
- d. properly or fully inform any person or entity of the background, prior history or propensity of an individual whose care, custody, treatment or supervision has been entrusted to **you** or to a third party at the request or based on the advice of the **you**.

D. EXCLUSIONS

Exclusion 34. of **SECTION III – EXCLUSIONS, C.)** is deleted in its entirety and replaced with the following:

34. Any **Abusive Act**, except this exclusion shall not apply to that portion of a claim alleging **Sexual Misconduct** and falling within the SEXUAL MISCONDUCT SUB-LIMIT.

Additionally, as respects the coverage afforded by this endorsement, **we** will not defend or pay on **your** behalf any **Damages** or **Claims Expenses** for any **Claim** made against any **Insured** that is based on, attributable to, arising out of or related to, in whole or in part, any of the following:

- S1. to any **Insured** who perpetrates, abets, is alleged to have perpetrated or abetted, or knowingly fails to prevent the **Sexual Misconduct**; provided, however, **we** shall defend such **Insured** and pay **Claims Expenses** otherwise covered by this **Policy** on that **Insured's** behalf unless it is established by admission, judgment, or conviction that such **Insured** perpetrated the **Sexual Misconduct**;
- S2. to any manager, supervisor, officer, director, trustee or partner who gains knowledge of any actual or alleged **Sexual Misconduct** and fails to take reasonable care to prevent a future **Sexual Misconduct**;
- S3. any **Sexual Misconduct** alleged to have been perpetrated against **your Employee** or any other **Insured**;
- S4. any **Sexual Misconduct** alleged to have been perpetrated by **your Patient**, visitor, vendor, or other non-insured;
- S5. a failure to meet or comply with mandatory reporting laws, regulations, or other obligations with respect to the **Sexual Misconduct**;
- S6. the defense of any criminal, regulatory, or governmental investigation, suit, or enforcement.

All other exclusions, conditions and other terms of this insurance remain unchanged.

ENDORSEMENT NO. 17

This endorsement, effective 12:01 a.m.: 6/18/2024

Forms a part of Certificate No.:

By: Certain Underwriters at Lloyd's, London

Issued to: A Golden Touch Health Care Agency, LLC

UNLICENSED SERVICES EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

ALLIED HEALTH PROFESSIONAL AND GENERAL LIABILITY INSURANCE

In consideration of the premium charged, it is understood and agreed that section **IV. EXCLUSIONS**, is amended to include the following:

The coverage under this insurance does not apply to **Damages** or **Claims Expenses** with respect to any

Claim or **Suit** arising out of, based upon, relating to or involving:

services provided by the **Named Insured**, including its employees and agents, while operating without a state license as required for the services being provided. This exclusion shall not apply to the extent the **Named Insured** is authorized, by statute or regulation, to operate prior to obtaining formal licensure, as long as the **Named Insured** is operating within any resulting restrictions.

All other exclusions, conditions and other terms of this insurance remain unchanged.