



Association Member Benefits Advisors, LLC.
In CA dba Assn. Member Benefits & Insurance Agency
P.O. Box 14576
Des Moines, IA 50306-3576
www.proliability.com

March 13, 2023

Tracey L O'Neill
Longevity Functional Wellness
6127 White Tip Road
Jacksonville, FL 32258

Re: Allied Health Professional Liability
Customer Number: **3086509**
Policy Number: **AHY-1081275102**
Expiration Date: **03/14/2024**

Dear Tracey L O'Neill,

I am pleased to enclose your insurance policy through the Liberty Insurance Underwriters Inc. Please review the material carefully and take specific notice of any endorsements to the policy. These policy documents should be kept with your important papers.

Please note the important information below:

Address or Mid-Term Changes: Any change of address or request for mid-term change should be sent to the following address to assure timely receipt of future notices. All requests must be signed and dated by the policy holder. Also note that requests for mid-term changes to your coverage must be approved by an underwriter prior to binding coverage.

Association Member Benefits Advisors, LLC.
In CA dba Assn. Member Benefits & Insurance Agency
P.O. Box 14576
Des Moines, IA 50306-3576
Fax: 212-948-1509
Phone: 1-800-375-2764

If you have any questions, please contact our office Monday through Friday from 8:15 a.m. to 5:00 p.m. (CT). Thank you for the opportunity to serve your insurance needs.

Sincerely,

Brad J. Feller
Principal | CA License #0M07073
AMBA

Enclosure

**Dietitian/Nutritionist Self Employed
Renewal Submission**

| |
|---------------|
| NOTICE |
|---------------|

CLAIM REPORTING INSTRUCTIONS

In the event you receive notice of a Claim, Suit, Incident or Occurrence, you must provide written notice to Liberty Insurance Underwriters Inc. (LIUI). A claim must be reported to LIUI for assignment to a Claims Professional. Please follow the instructions below:

Please send written notice to:

MercerClaims@libertyiu.com

OR

**Liberty International Underwriters
Attn: Mercer Claims
55 Water Street 23rd Floor
New York, NY 10041**

**If you would like to speak with someone regarding your Claim, Suit, Incident or Occurrence, please contact:
1-855-511-8097**

Terms in bold face are defined by your policy. Please refer to your policy for relevant definitions and reporting obligations.

RECEIPT OF PAYMENT

| | |
|---|--|
| Date: | 03/13/2023 |
| Named Insured: Policy Number: Effective Date: | Tracey L O'Neill AHY-1081275102 03/14/2023 |
| Amount Due: * | \$194.78 |
| Status: | Paid in Full |

*Please be advised that the receipt of payment does not include payments for changes made to the policy after the initial policy issuance.



Healthcare Professional Liability

LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")
55 Water Street, 18th Floor
New York, NY 10041

DECLARATIONS

Policy Number: **AHY-1081275102** Renewal Of: **AHY-1081275101**

SECTION I

| | | | |
|------|--|---|---|
| Item | | | |
| 1. | Named Insured: Tracey L O'Neill | | |
| 2. | Mailing Address: 6127 White Tip Road Jacksonville, FL 32258 | | |
| 3. | Policy Period: | From: 03/14/2023 12:01 A.M. Standard Time At Location of Designated Premises | To: 03/14/2024 |
| 4. | Business or Profession: Dietitian | Affiliation: 3101 - Healthcare Associations | |
| 5. | The Named Insured is a(n): | <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor (with employees) | <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Other: |

This policy is made and accepted subject to the printed conditions of this policy together with the provisions, stipulations and agreements contained in the following form(s) or endorsement(s): **HCPL-2037i (01/14), HCPL-2037i-T (01/14), HCPL-8101A (04/14), OFAC (08/09), HCPL-2037-9000-FL (11/09), HCPL-2038 (11/09), HCPL-8003 (01/14), HCPL-8103 (05/15),**

HCPL-8320 (01/15), HCPL-8321 (01/15), HCPL-8324 (01/15), HCPL-8328 (02/15)

SECTION II

| Item | COVERAGE | Premium |
|--------|---|-----------------|
| A. | Professional Liability <input checked="" type="checkbox"/> | \$164.00 |
| B. | General Liability <input type="checkbox"/> Terrorism Risk Insurance Act <input type="checkbox"/> | \$0.00 |
| C. | Endorsements <input checked="" type="checkbox"/> | \$25.00 |
| D. | Florida FIGA Surcharge | \$3.78 |
| TOTAL: | | \$192.78 |

LIMITS OF LIABILITY

\$1,000,000 Each Incident and Each Occurrence **\$3,000,000** Aggregate

SECTION III

SUPPLEMENTARY PAYMENTS

- | | |
|----|-------------------------------|
| A. | First Party Assault |
| B. | Licensing Board Reimbursement |
| C. | Wage Loss and Expense |
| D. | Deposition Expense |
| E. | First Aid Reimbursement |



Healthcare Professional Liability

Representative Agent or Broker:

**Association Member Benefits Advisors, LLC.
In CA dba Assn. Member Benefits & Insurance Agency
4050 NW 114th St.
Urbandale, IA 50322
1-800-375-2764**

Signature of Representative Agent of Broker:

A handwritten signature in black ink, which appears to read "Paul J. Feller". The signature is written in a cursive style with a large, stylized "P" and "F".

MEMORANDUM OF INSURANCE**Date Issued 03/13/2023****Producer**

Association Member Benefits Advisors, LLC.
 In CA dba Assn. Member Benefits & Insurance Agency
 P.O. Box 14576
 Des Moines, IA 50306-3576
 1-800-375-2764

This memorandum is issued as a matter of information only and confers no rights upon the holder. This memorandum does not amend, extend or alter ~~the~~ **coverages afforded by the Certificate listed below.**

Company Affording Coverage

Liberty Insurance Underwriters Inc.

Insured

Tracey L O'Neill
 Longevity Functional Wellness
 6127 White Tip Road
 Jacksonville, FL 32258

This is to certify that the Certificate listed below has been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this memorandum may be issued or may pertain, the insurance afforded by the Certificate described herein is subject to all the terms, exclusions and conditions of such Certificate. The limits shown may have been reduced by paid claims.

The Memorandum of Insurance and verification of payment are your evidence of coverage. No coverage is afforded unless the premium is successfully paid in full.

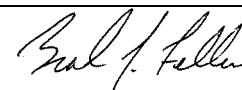
| Type of Insurance | Certificate Number | Effective Date | Expiration Date | Limits | |
|---|--------------------|----------------|-----------------|-----------------------------|-------------|
| Professional Liability DietetnNutr SE Dietitian | AHY-1081275102 | 03/14/2023 | 03/14/2024 | Per Incident/ Occurrence | \$1,000,000 |
| | | | | Annual Aggregate | \$3,000,000 |
| | | | | | |

PROOF OF INSURANCE**Memorandum Holder:****PROOF OF COVERAGE ONLY**

Should the above describe Certificate be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Memorandum Holder named to the left, but failure to mail such notice shall impose no obligation or liability **of any kind upon** the company, its agents or representatives.

Authorized Representative

Brad J. Feller



HEALTHCARE PROFESSIONAL LIABILITY
MEDICAL PROFESSIONAL LIABILITY
OCCURRENCE INSURANCE POLICY - INDIVIDUAL

TABLE OF CONTENTS

| <u>SECTION</u> | <u>SUBSECTION</u> | <u>PAGE</u> |
|----------------------------------|---|--------------------|
| <u>Coverages</u> | | 1 |
| | Coverage A, Professional Liability Coverage | 1 |
| | Coverage B, General Liability Coverage..... | 1 |
| | Coverage C, Supplemental Liability | 2 |
| <u>Persons Insured</u> | | 2 |
| <u>Limits of Liability</u> | | 2 |
| <u>Policy Territory</u> | | 2 |
| <u>Supplementary Payments</u> | | 2 |
| | First Party Assault | 2 |
| | Licensing Board Reimbursement..... | 3 |
| | Wage Loss And Expense..... | 3 |
| | Deposition Expense..... | 3 |
| | First Aid Reimbursement..... | 3 |
| | Medical Payments | 4 |
| | Damage To Property of Others..... | 4 |
| <u>Exclusions</u> | | 4 |
| <u>Definitions</u> | | 8 |
| | Advertisement..... | 8 |
| | Assault..... | 8 |
| | Automobile..... | 8 |
| | Bodily Injury | 8 |
| | Case Management | 8 |
| | Claims Expenses..... | 8 |
| | Collapse Hazard..... | 9 |
| | Completed Operations Hazard | 9 |
| | Damages | 10 |

HEALTHCARE PROFESSIONAL LIABILITY
MEDICAL PROFESSIONAL LIABILITY
OCCURRENCE INSURANCE POLICY - INDIVIDUAL

TABLE OF CONTENTS

| <u>SECTION</u> | <u>SUBSECTION</u> | <u>PAGE</u> |
|-------------------------|---|--------------------|
| | Explosion Hazard..... | 10 |
| | Hostile Fire..... | 10 |
| | Incident..... | 10 |
| | Incidental Contract..... | 10 |
| | Insured | 10 |
| | Mobile Equipment | 10 |
| | Named Insured..... | 10 |
| | Named Insured's Products..... | 10 |
| | Occurrence | 11 |
| | Personal And Advertising Injury..... | 11 |
| | Policy Period | 11 |
| | Products Hazard..... | 11 |
| | Property Damage | 11 |
| | Suit..... | 11 |
| | Underground Property Damage Hazard | 11 |
| | Utilization Review | 11 |
| <u>Conditions</u> | | 12 |
| | Legal Action Against The Company | 12 |
| | Assignment..... | 12 |
| | Assistance And Cooperation of Insured | 12 |
| | Bankruptcy Or Insolvency | 12 |
| | Cancellation And Nonrenewal | 12 |
| | Changes..... | 13 |
| | Declarations | 13 |
| | Other Insurance..... | 13 |
| | Reimbursement..... | 14 |
| | Subrogation | 14 |
| | Premium | 14 |
| | Inspection And Audit | 14 |
| | Authorization | 15 |
| | Liberalization..... | 15 |

Healthcare Professional Liability

LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

MEDICAL PROFESSIONAL LIABILITY OCCURRENCE INSURANCE POLICY - INDIVIDUAL

THIS IS AN OCCURRENCE POLICY. PLEASE REVIEW THE POLICY CAREFULLY.

The Company agrees with the **Named Insured**, in consideration of the payment of the premium, and in reliance upon the statements in the Declarations and in the Application and subject to the Limit of Liability, exclusions, conditions and other terms of this policy, as follows:

I. COVERAGES

A. COVERAGE A, PROFESSIONAL LIABILITY COVERAGE

The Company will pay on behalf of the **Insured** all sums which the **Insured** shall become legally obligated to pay as **Damages** because of **Bodily Injury** or **Property Damage** caused by an **Incident** or **Personal and Advertising Injury** offense, to which this insurance applies in the operation of the business or conduct of the profession of the **Named Insured** as specified in the Declarations; which occurs during the **Policy Period**.

B. COVERAGE B, GENERAL LIABILITY COVERAGE

If indicated by a specific premium in the Declarations, the Company will pay on behalf of the **Insured** all sums which the **Insured** shall become legally obligated to pay as **Damages** because of **Bodily Injury**, **Property Damage** or **Personal and Advertising Injury** to which this insurance applies in the operation of the business or conduct of the profession of the **Named Insured** as specified in the Declarations, caused by an **Occurrence** during the **Policy Period**. This coverage specifically includes the following extensions:

1. Contractual Liability: **Bodily Injury** or **Property Damage** resulting from any **Incidental Contract** relating to the operation of the **Named Insured's** business, except if such injury or damage occurred prior to the execution of the **Incidental Contract**;
2. Host Liquor Liability: **Bodily Injury** or **Property Damage** arising out of the giving or serving of alcoholic beverages at functions incidental to the **Named Insured's** business;
3. Damage To Premises Rented To You: **Property Damage** to structures or portions thereof rented to or leased to the **Named Insured**, including fixtures permanently attached thereto, if such **Property Damage** arises out of fire. Solely as respects Damage To Premises Rented To You coverage, all of the exclusions of the policy, other than Exclusions 6, 12 and 13 and the Nuclear Energy Liability Exclusion (Broad Form) are deleted;

As respects coverage(s) provided by this insurance, the Company shall have the right and duty to defend any **Suit** against the **Insured** seeking **Damages** on account of such **Bodily Injury**, **Property Damage**, **Personal and Advertising Injury**, even if any of the allegations of the **Suit** are groundless, false or fraudulent, but the Company shall not be obligated to pay any claim or judgment or continue to defend any **Suit** after the applicable limit of the Company's liability has been exhausted by payment of **Damages**.

The Company, at its option, shall select and assign defense counsel; however, the **Named Insured** may engage additional counsel, solely at their expense, to associate in the defense of any claim covered hereunder. **Claims Expenses** incurred by the Company shall be paid in addition to the applicable Limits of Liability. The Company shall also have the right to investigate any claim and/or negotiate the settlement thereof, as it deems expedient, but the Company shall not commit to any settlement without the **Named Insured's** written consent. If the **Named Insured** refuses to consent to any settlement recommended in writing by the Company and elects to contest the claim or continue any legal proceedings in connection with such claim, then the Company shall be

Healthcare Professional Liability

relieved of any further duty to defend the claim, and the liability of the Company for **Damages** and **Claims Expenses** shall not exceed the amount for which the claim could have been settled as well as the **Claims Expenses** incurred by the Company or with the Company's consent up to the date of such refusal. The **Insured** shall not admit liability, nor assume any obligations, incur any costs, charges, or expenses or enter into any settlement without the Company's written consent.

C. COVERAGE C., SUPPLEMENTAL LIABILITY

The Company will pay on behalf of the Insured all sums which the **Insured** shall become legally obligated to pay as **Damages** because of **Bodily Injury** or **Property Damage** caused by an **Occurrence**, during the **Policy Period** arising out of the premises owned by or rented to the **Named Insured**.

The Limits of Liability applicable to Coverage C are part of, and not in addition to the Limits of Liability applicable to COVERAGES A. PROFESSIONAL LIABILITY COVERAGE and B. GENERAL LIABILITY COVERAGE, of the policy.

II. PERSONS INSURED

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

- A. The **Named Insured** so designated in the Declarations; and
- B. Any professional serving as a temporary replacement or substitute for the **Named Insured**, but solely while such person was acting within their duties for, and on behalf of, the **Named Insured**. During the term of such replacement, the person who is replaced by, or substituted for, shall not be an **Insured** under this policy, as respects COVERAGES A. and B.

III. LIMITS OF LIABILITY

Regardless of the number of Coverage Parts that apply, the number of **Insureds** under this insurance, the number of persons and/or organizations who sustain **Bodily Injury, Property Damage, Personal and Advertising Injury**, or the number of claims made or **Suits** brought, the Company's liability is limited as follows:

- A. The Limit of Liability stated in the Declarations as applicable to "each **Incident**" or "each **Occurrence**" is the total limit of the Company's liability for all Damages for "each **Incident**" and/or "each **Occurrence**" covered by the policy. All claims arising from the same or related **Incident, Occurrence** and/or **Personal and Advertising Injury** offense shall be considered a single claim for the purpose of this insurance and shall be subject to the same Limit of Liability.
- B. The Limit of Liability stated in the Declarations as "Aggregate" is, subject to the above provisions involving "each **Incident**" and/or "each **Occurrence**," the total limit of the Company's liability under this policy for all **Damages**.

IV. POLICY TERRITORY

This insurance applies to **Bodily Injury, Property Damage, Personal and Advertising Injury** which occurs anywhere in the world, provided that claim is made or **Suit** is brought within the United States of America, its territories or possessions, or Canada.

V. SUPPLEMENTARY PAYMENTS

The Company will pay, in addition to the applicable Limit of Liability:

A. FIRST PARTY ASSAULT:

Up to \$10,000, for:

- 1. medical expenses incurred as a result of **Bodily Injury** to the **Insured**; and
- 2. repair or replacement of personal property owned by the **Insured**;

Healthcare Professional Liability

caused by any one **Assault** by, or at the direction of, a person other than an **Insured** during the **Policy Period**, which happens on the **Insured's** workplace premises, including the ways immediately adjoining such workplace premises, while away from such workplace premises while conducting an authorized work activity, or while travelling to or from such workplace premises.

Subject to the foregoing, the total amounts payable under this extension shall not exceed \$25,000 for all **Assaults** which happen during the **Policy Period**.

This coverage does not apply to damage to any mode of transportation used by the **Insured** to go to and from the **Insured's** workplace premises, or damage to any business or personal property owned, leased or rented by any other person or business enterprise while in the **Insured's** possession.

This coverage applies as excess over any other available insurance covering such loss;

B. LICENSING BOARD REIMBURSEMENT:

Up to \$10,000 for attorney fees, and other costs, expenses or fees resulting from the investigation or defense of all proceedings before any entity responsible for regulating the **Insured's** professional conduct, arising out of an **Incident**, incurred as a result of notice or notices of proceedings first received by the **Insured** during the **Policy Period**. This payment, however, does not apply to any expenses or fees resulting from criminal proceedings.

All such proceedings arising out of the same or related **Incident** shall be:

1. considered first made during the **Policy Period** in which the earliest complaint arising out of such same or related **Incident** was made; and
2. subject to a single limit as stated above.

Subject to the foregoing, the total amounts payable under this extension shall not exceed \$25,000 for all **Incidents** of which notice or notices are first received by all **Insureds** during the **Policy Period**.

C. WAGE LOSS AND EXPENSE:

For lost wages, costs and expenses, caused by the **Insured's** attendance at the Company's request at any trial(s), hearing(s) or arbitration proceedings(s) involving a civil **Suit(s)** against such **Insured** for covered **Damages** the Company will pay up to \$500 per **Insured** per day for the **Insured's** lost wages, costs and expenses. Regardless of the number of trials, hearings or arbitration proceedings, the amount so payable for any one series of trials, hearings or arbitration proceedings arising out of the same **Incident** and/or **Occurrence** shall not exceed \$10,000. The maximum amount the Company will pay for all **Incidents** and/or Occurrences during the Policy Period shall not exceed \$25,000.

D. DEPOSITION EXPENSE:

Up to \$10,000, for all reasonable fees, costs and expenses necessary to represent the **Insured** at all depositions, which the **Insured** is required to attend, arising out of the profession indicated in the Declarations, of which notice or notices of required attendance are first received by the **Insured** during the **Policy Period**. This payment does not apply to any deposition where the **Insured** is acting as a paid expert.

E. FIRST AID REIMBURSEMENT:

Up to \$10,000, for all medical related expenses for which the **Insured** has voluntarily made payment or incurred, for first aid rendered to others because of any **Bodily Injury** covered by this policy. For purposes of this Supplementary Payment, first aid is the provision of initial care for an illness or injury until definitive medical treatment can be accessed.

This provision does not apply to **Bodily Injury** to any person defined as an **Insured** in this policy.

Healthcare Professional Liability

F. MEDICAL PAYMENTS:

The Company will pay, in addition to the applicable Limit of Liability, up to \$5,000 per person, to or for each person who sustains **Bodily Injury** caused by an **Occurrence** during the **Policy Period**:

1. while on the premises owned by or rented to the **Insured** with the permission of the **Insured**; or
2. while elsewhere if such **Bodily Injury**:
 - a. arises out of the premises owned by or rented to the **Insured** or a condition in the ways immediately adjoining; or
 - b. is caused by the activities of the **Insured**; or
 - c. is caused by the activities of, or is sustained by, a residence employee while engaged in activities as a lawful employee of the **Insured**;

the reasonable expense of necessary medical, surgical, ambulance, hospital, professional nursing and funeral services, all incurred within four (4) years from the date of **Occurrence**.

Subject to the foregoing, the total amounts payable under this extension shall not exceed \$100,000 for all persons who sustain **Bodily Injury**.

G. DAMAGE TO PROPERTY OF OTHERS:

The Company will pay, in addition to the applicable Limit of Liability, up to \$10,000 for all damage to the property of others that is caused by the **Insured** during the **Policy Period**. The Company will not pay for damage to the property of others if such damage arises out of:

1. any act or omission with regard to any premises, other than your residence premises, which is owned, rented or controlled by an **Insured**; or
2. the **Insured's** ownership, use, care, or entrustment to others of an **Automobile, Mobile Equipment, watercraft or aircraft**.

Within sixty (60) days from the date of loss, the **Insured** must submit a sworn statement of such loss to the Company. The **Insured** must also exhibit the damaged property if such property is in the **Insured's** possession and/or control.

Subject to the foregoing, the total amounts payable under this extension shall not exceed \$10,000 during the **Policy Period**.

Solely as respects Supplementary Payments F and G, exclusions 3, 4, 5, 14, 15 and 16 do not apply.

VI. EXCLUSIONS

This insurance does not apply:

1. with respect to **Personal and Advertising Injury**:
 - a. to any **Insured** in the business of advertising, broadcasting, publishing or telecasting; or
 - b. to any injury arising out of any act committed by any **Insured** with actual malice;
2. to **Personal and Advertising Injury** arising out of:
 - a. failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract; or

Healthcare Professional Liability

- b. infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised; or
 - c. incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;
3. to any obligation for which the **Insured**, or any carrier as his/her insurer, may be held liable under any workers' compensation, unemployment compensation or disability benefits law, or under any similar law;
4. to **Bodily Injury** or **Personal Injury** to any employee of the **Insured** arising out of and in the course of his/her employment by the **Insured** or to any obligation of the **Insured** to indemnify another because of **Damages** arising out of such injury;
5. to **Bodily Injury** or **Property Damage** arising out of the ownership, maintenance, operation, use, loading or unloading of:
 - a. any watercraft owned or operated by or rented or loaned to any **Insured**; or
 - b. any other watercraft operated by any person in the course of his/her employment by any **Insured**.
 - c. This exclusion does not apply to any watercraft under 26 feet in length provided such watercraft is neither owned by the **Named Insured** nor being used to carry persons or property for a charge. Irrespective of this coverage, where the **Insured** is covered or protected by other insurance against any loss or claim which would otherwise have been paid by the Company under this policy there shall be no contribution or participation by this Company on the basis of excess, contributing, deficiency, concurrent, or double insurance or otherwise;
6. to any claim, action, judgement, liability, settlement, loss, defense, cost or expense in any way arising out of actual, alleged or threatened pollution, contamination or any environmental impairment resulting from seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or radioactive matter including, but not limited to, smoke, vapors, soots, fumes, acids, alkalis, chemicals or toxic matter; or waste material (including materials to be recycled, reconditioned or reclaimed); or oil or other petroleum substances or derivatives (including oil refuse or oil mixed with waste), or thermal or vibratory effect including, but not limited to, sound or noise, heat or cold, into or upon land, the atmosphere or any water course or body of water, underground water or water table supplies, whether such results directly, indirectly or in concurrence or in any sequence from the **Insured's** activities or the activities of others and whether or not such is sudden, gradual, accidental, intended, foreseeable, expected, fortuitous or inevitable and wherever or however such occurs.
 But this exclusion shall not apply to **Bodily Injury** or **Property Damage** caused by heat, smoke or fumes from a **Hostile Fire** unless such fire involves:
 - a. materials which are or were at any time used for the handling, storage, disposal, processing or treatment of waste; or
 - b. any premises, site or location:
 - i. which is or was at any time used for handling, storage, disposal, processing or treatment of waste; or
 - ii. on which any **Insured** or contractors or subcontractors working directly or indirectly on any **Insured's** behalf are performing operations to test for, monitor, cleanup, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants;
7. to **Bodily Injury** or **Property Damage** due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition **Incident** to any of the foregoing;
8. to **Bodily Injury** or **Property Damage** for which the **Insured** or the **Insured's** indemnitee may be liable:
 - a. as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages; or

Healthcare Professional Liability

- b. if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed by, or because of, the violation of any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, including the selling, serving or giving of any alcoholic beverage to a minor;
- 9. to **Property Damage** included within:
 - a. the **Explosion Hazard**;
 - b. the **Collapse Hazard**;
 - c. the **Underground Property Damage Hazard**;
- 10. to any dishonest, fraudulent, criminal or malicious act or omission of any **Insured**;
- 11. to any claim made by an employer against an **Insured** if the **Insured** is a salaried employee of such employer;
- 12. to acts or omissions by any **Insured** expected or intended to cause **Bodily Injury** or **Property Damage** regardless of whether or not such act or omission was intended to cause the specific **Bodily Injury** or **Property Damage** sustained. This exclusion shall not apply to any intentional act by or at the direction of the **Insured** which results in **Bodily Injury**, if such **Bodily Injury** arises solely from the use of reasonable force for the purpose of protecting persons or property;
- 13. to liability assumed by any **Insured** under any contract or agreement except to the extent:
 - a. the **Named Insured** would be liable in the absence of such contract or agreement, including liability assumed by the **Named Insured** under a contract or agreement with a Health Maintenance Organization, Preferred Provider Organization, Independent Practice Association, or any other similar organization;
 - b. the contract or agreement is an **Incidental Contract** and COVERAGE B, GENERAL LIABILITY COVERAGE has been purchased;
- 14. to **Bodily Injury** or **Property Damage** arising out of the ownership, maintenance, operation, use, loading or unloading of:
 - a. any **Automobile** or aircraft owned or operated by or rented or loaned to any **Insured**; or
 - b. any other **Automobile** or aircraft operated by any person in the course of his or her employment by any **Insured**; but this exclusion does not apply to the parking of an **Automobile** on premises owned by, rented to or controlled by the **Named Insured** or the ways immediately adjoining, if such **Automobile** is not owned by or rented or loaned to any **Insured**;
- 15. to **Bodily Injury** or **Property Damage** arising out of:
 - a. the ownership, maintenance, operation, use, loading or unloading of any **Mobile Equipment** while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity; or
 - b. the operation or use of any snowmobile or trailer designed for use therewith;
- 16. to **Bodily Injury** or **Property Damage** arising out of and in the course of the transportation of **Mobile Equipment** by an **Automobile** owned or operated by or rented or loaned to any **Insured**;
- 17. to **Property Damage** to:
 - a. property owned, rented or occupied by, the **Named Insured**; or
 - b. personal property in the care, custody or control of the **Insured**;
- 18. to **Property Damage** to premises alienated by the **Named Insured** arising out of such premises or any part thereof;
- 19. to loss of use of tangible property which has not been physically injured or destroyed resulting from:

Healthcare Professional Liability

- a. a delay in or lack of performance by or on behalf of the **Named Insured** or any contract or agreement; or
- b. the failure of the **Named Insured's Products** or work performed by or on behalf of the **Named Insured** to meet with the level of performance, quality, fitness or durability warranted or represented by the **Named Insured**;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the **Named Insured's Product** or work performed by or on behalf of the **Named Insured** after such products or work have been put to use by any person or organization other than an **Insured**;

- 20. to **Property Damage** to the **Named Insured's Products** arising out of the use of such products or any part of such products;
- 21. to claims brought for the withdrawal, inspection, repair, replacement, or loss of use of the **Named Insured's Products** or work completed by or for the **Named Insured** or any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- 22. to claims brought against any **Insured** as a proprietor, owner, partner, manager, superintendent, or officer of any hospital, sanitarium, medical clinic, health maintenance organization, managed care facility, foster care agency, adoption agency or any other facility not specified in the Declarations or any endorsement thereto;
- 23. to claims arising out of the services performed by any **Insured** as a physician, surgeon, dentist, nurse midwife, chiropractor, podiatrist, osteopath, psychiatrist, cytotechnologist, or perfusionist, except for services performed as an optometric physician, or to claims brought against the **Insured** arising out of any trade, business, employment, profession or occupation other than as specified in the Declarations or any endorsement thereto;
- 24. to claims based on or arising out of the practice of the **Named Insured's** business or professional occupation as stated in the Declarations unless the **Insured** is properly licensed or certified by the laws of the state(s) in which the **Insured** practices or conducts business or is otherwise qualified to practice the **Named Insured's** business or professional occupation in the absence of such law;
- 25. to claims based on or arising out of services provided by any **Insured**, to the extent such services are not authorized or permitted by the laws of the state(s) in which such **Insured** practices or conducts business;
- 26. to any claims based on or arising out of any act or omission by an **Insured** with respect to hiring, termination, harassment, compensation, or the tenure, term, condition, benefits or privilege of employment of any such person;
- 27. to any claims made or **Suits** brought against any **Insured** alleging in whole or part:
 - a. physical assault, abuse, molestation, or habitual neglect, or licentious, immoral, amoral or other behavior that was committed or alleged to have been committed, by the **Insured** or by any person for whom the **Insured** is legally responsible; and/or
 - b. sexual assault, abuse, or molestation, or licentious, immoral, amoral or other behavior which was threatened, intended to, lead to or culminated in, any sexual act whether committed intentionally, negligently, inadvertently or with the belief, erroneous or otherwise, that the other party is consenting and has the legal and mental capacity to consent thereto, that was committed, or alleged to have been committed by the **Insured** or by any person for whom the **Insured** is legally responsible.

This exclusion applies regardless of the legal theory or basis upon which the **Insured** is alleged to be legally liable or responsible in whole or in part, for any **Damages** arising out of sexual and/or physical abuse, including but not limited to assertions of improper or negligent hiring, employment or supervision, failure to protect or warn the other party, failure to prevent the sexual abuse and/or physical abuse, failure to prevent assault and battery, failure to discharge the employee.

Healthcare Professional Liability

However, notwithstanding the foregoing exclusion, the **Insured** shall be entitled to a defense as provided under the terms of the policy as to any claim upon which **Suit** is brought for any such alleged behavior, unless a judgment or final adjudication adverse to any **Insured** or an admission by any **Insured**, shall establish that such behavior caused, in whole or part, the injury claimed in such claim or **Suit**. The Company shall not be required to appeal a judgment or final adjudication adverse to the **Insured**. This duty to defend will not apply to claims brought alleging conduct specified in Exclusion 26, above;

28. to **Bodily Injury** and **Property Damage** included within the **Products Hazard** or **Completed Operations Hazard**;
29. to **Personal and Advertising Injury** arising out of:
 - a. the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of the **Insured**;
 - b. a publication or utterance of a libel or slander, or a publication or utterance in violation of an individual's right of privacy if the first injurious publication or utterance of the same or similar material by or on behalf of the **Named Insured** was made prior to the effective date of this insurance;
 - c. libel or slander or the publication or utterance of defamatory or disparaging material concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy, made by or at the direction of the **Insured** with knowledge of falsity thereof;
30. to any claim brought by, or on behalf of, any **Insured** under this policy against any other **Insured** under this policy, except if such claim results from services rendered in a patient or client relationship;

VII. DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- A. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- B. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement;

"Assault" means any willful attempt or threat to inflict injury upon the person of another, when coupled with an apparent present ability to do so, and any intentional display of force such as would give the victim reason to fear or expect immediate bodily harm;

"Automobile" means any land motor vehicle, tractor, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include **Mobile Equipment**;

"Bodily Injury" means bodily injury, sickness or disease, mental anguish, psychological injury or emotional distress sustained by any person which occurs during the **Policy Period** including death at any time resulting therefrom;

"Case Management" means any or all of the following:

- A. Identifying high risk/high cost patients;
- B. Assessing opportunities to coordinate care;
- C. Assessing and coordinating treatment options and services;
- D. Developing treatment plans to improve quality and efficiency in the delivery of care; and
- E. Managing a patient's total care to ensure optimal outcomes; and may include **Utilization Review**.

"Claims Expenses" means:

Healthcare Professional Liability

- A. fees charged by an attorney(s) and/or independent adjustor(s) designated by the Company and all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a claim, **Suit** or proceedings arising in connection therewith, if incurred by the Company, or by the **Insured** with written consent of the Company, but does not include salary charges or expenses of regular employees or officials of the Company;
- B. all costs taxed against the **Insured** in such **Suits** and all interest on the entire amount of any judgment therein which accrues after entry of the judgement and before the Company has paid, tendered or deposited, whether in court or otherwise, the part of the judgement which does not exceed the limit of the Company's liability;
- C. premiums on appeal bonds and premiums on bonds to release attachments in such **Suits**, but not for bond amounts in excess of the applicable Limit of Liability of this policy, but the Company shall have no obligation to apply for or furnish any such bond;

"**Collapse Hazard**" includes "**Structural Property Damage**" as defined herein and **Property Damage** to any other property at any time resulting therefrom. "**Structural Property Damage**" means the collapse of or structural injury to any building or structure due to:

- A. grading of land, excavating, burrowing, filling, back-filling, tunneling, pile driving, cofferdam work or caisson work; or
- B. moving, shoring, underpinning, razing or demolition of any building or structure or removal or rebuilding of any structural support thereof.

The **Collapse Hazard** does not include **Property Damage**:

- A. arising out of operations performed for the **Named Insured** by independent contractors; or
- B. included within the **Completed Operations Hazard** or the **Underground Property Damage Hazard**; or
- C. for which liability is assumed by the **Insured** under an **Incidental Contract**;

"**Completed Operations Hazard**" includes **Bodily Injury** and **Property Damage** arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the **Bodily Injury** or **Property Damage** occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the **Named Insured**. "Operations" includes materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- A. when all operations to be performed by or on behalf of the **Named Insured** under the contract have been completed; or
- B. when all operations to be performed by or on behalf of the **Named Insured** at the site of the operations have been completed; or
- C. when the portion of the work of which the **Bodily Injury** or **Property Damage** arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

Operations which may require further service, maintenance work, correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

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

- A. operations in connection with the transportation of property, unless the **Bodily Injury** or **Property Damage** arises out of a condition in or on a vehicle created by the loading or unloading thereof; or
- B. the existence of tools, installed equipment or abandoned or unused material; or
- C. operations for which the classification stated in the policy or in the Company's manual specifies "including completed operations";

Healthcare Professional Liability

“**Damages**” means compensatory judgments, settlements or awards but does not include punitive or exemplary **Damages**, fines or penalties, the return of fees or other consideration paid to the **Insured**, or the portion of any award or judgment caused by the multiplication of actual **Damages** under federal or state law. However, if a **Suit** is brought against the **Insured** with respect to a claim for alleged acts or omissions falling within the scope of coverage afforded by this insurance seeking both compensatory and punitive or exemplary **Damages**, then the Company will afford a defense to such action, without liability however, for payment of such punitive or exemplary **Damages**;

“**Explosion Hazard**” includes **Property Damage** arising out of blasting or explosion. The **Explosion Hazard** does not include **Property Damage**:

- A. arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment; or
- B. arising out of operations performed for the **Named Insured** by independent contractors; or
- C. included within the **Completed Operations Hazard** or the **Underground Property Damage Hazard**; or
- D. for which liability is assumed by the **Insured** under an **Incidental Contract**;

“**Hostile Fire**” means one which becomes uncontrollable or breaks out from where it was intended to be;

“**Incident**” means any act or omission:

- A. in the rendering of or failure to render services by the **Insured**, or by any person for whom the **Insured** is legally responsible; including but not limited to services as a Good Samaritan or **case management** or **utilization review** services; or
- B. in the performance of services by the **Insured** as a member of a formal accreditation, ethics, peer review, licensing board, standards review or similar professional board or committee of a professional organization; in the conduct of the business or professional occupation specified in the Declarations.

Any such act or omission together with all related acts or omissions shall be considered one **Incident** and be subject to the same Limit of Liability;

“**Incidental Contract**” means any oral or written contract or agreement relating to the operation of the **Named Insured’s** business, except as respects Damage To Premises Rented To You;

“**Insured**” means any person qualifying as an **Insured** in Section II, PERSONS INSURED;

“**Mobile Equipment**” means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled:

- A. not subject to motor vehicle registration; or
- B. maintained for use exclusively on premises owned by or rented to the **Named Insured**, including the ways immediately adjoining; or
- C. designed for use principally off public roads; or
- D. designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

“**Named Insured**” means the person named in Item 1 of the Declarations of this policy;

“**Named Insured’s Products**” means goods or products manufactured by the **Named Insured** or by others trading under the name of the **Named Insured**, including any container thereof;

Healthcare Professional Liability

“**Occurrence**” means an accident, including continuous or repeated exposure to substantially the same general conditions, which results in **Bodily Injury** or **Property Damage**, neither expected nor intended from the standpoint of any **Insured** or **Advertising Injury**;

“**Personal and advertising injury**” means injury, including consequential **bodily injury**, arising out of one or more of the following offenses:

- A. False arrest, detention or imprisonment;
- B. Malicious prosecution;
- C. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- D. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- E. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- F. The use of another's advertising idea in the **Named Insured's advertisement**; or
- G. Infringing upon another's copyright, trade dress or slogan in the **Named Insured's advertisement**;

“**Policy Period**” means, whenever used in this policy, the period from the inception date of this policy to the policy expiration date as set forth in the Declarations or its earlier termination date, if any;

“**Products Hazard**” includes **Bodily Injury** and **Property Damage** arising out of the **Named Insured's Products** or reliance upon a representation or warranty made at any time with respect thereto, but only if the **Bodily Injury** or **Property Damage** occurs away from the premises owned by or rented to the **Named Insured** and after physical possession of such products has been relinquished to others. Equipment specifically designed, made or altered by the **Insured** for a patient or client in the performance of the **Insured's** profession or operation of business, shall not be included in the “**Products Hazard**”;

“**Property Damage**” means:

- A. physical injury to or destruction of tangible property which occurs during the **Policy Period**, including the loss of use thereof at any time resulting therefrom; or
- B. loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an **Occurrence** during the **Policy Period**; or
- C. economic loss, whether or not resulting from physical injury or damage to person or property, except if such loss was caused, or alleged to have been caused, in whole or part, by anti-trust, breach of contract, price-fixing, restraint of trade or unfair business practices by any **Insured**;

“**Suit**” includes lawsuit and/or arbitration proceedings to which the **Insured** is required to submit to or to which the **Insured** has submitted with the Company's consent;

“**Underground Property Damage Hazard**” includes **Underground Property Damage** as defined herein and **Property Damage** to any other property at any time resulting therefrom. “**Underground Property Damage**” means **Property Damage** to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, burrowing, filling, back-filling or pile driving. The **Underground Property Damage Hazard** does not include **Property Damage**:

- A. arising out of operations performed for the **Named Insured** by independent contractors; or
- B. included within the **Completed Operations Hazard**; or
- C. of which liability is assumed by the **Insured** under an **Incidental Contract**.

“**Utilization Review**” means:

Healthcare Professional Liability

- A. evaluations and resultant recommendations concerning professional practice patterns of others for controlling the cost of delivery of patient care;
- B. determinations and/or recommendations regarding healthcare services to be provided by others to any participant in any healthcare insurance plan; or
- C. determination or consultation in the determination of benefits paid by others to any participant in a healthcare insurance plan.

VIII. CONDITIONS

A. LEGAL ACTION AGAINST THE COMPANY

A person or organization may bring **Suit** against the Company including, but not limited to, a **Suit** to recover on an agreed settlement or on a final judgement against an **Insured**; but the Company will not be liable for **Damages** that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by the Company, the **Insured** and the claimant or the claimant's legal representative.

However, no action by an **Insured** shall lie against the Company unless there has been full compliance with all of the terms of this policy.

B. ASSIGNMENT

Assignment of interest under this policy shall not bind the Company until its consent is endorsed herein; if, however, the **Named Insured** shall die, such insurance as afforded by this policy shall apply (1) to the **Named Insured's** legal representative as the **Named Insured**, but only while acting within the scope of his/her duties as such, and (2) with respect to the property of the **Named Insured**, to the person having proper temporary custody thereof, as **Insured**, but only until the appointment and qualification of the legal representative.

C. ASSISTANCE AND COOPERATION OF INSURED

The **Insured** shall give written notice to the Company as soon as practicable of any claim made against the **Insured** or of any specific circumstances involving a particular person likely to result in a claim. The notice shall identify the **Insured** and contain reasonably obtainable information with respect to the time, place and circumstances of the injury, including the names and addresses of the injured and of available witnesses and the extent of the type of claim anticipated. If a claim is made or **Suit** is brought against the **Insured**, the **Insured** shall immediately forward to the Company every demand, notice, summons or other process received by the **Insured** or the **Insured's** representative.

The **Insured** shall cooperate with the Company and, upon the Company's request, assist in making settlements, in the conduct of **Suits** and enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Insured** because of injury or **Damage** with respect to which this insurance is afforded under this policy; and the **Insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **Insured** shall not, except at the **Insured's** own cost, voluntarily make any payments, assume any obligations or incur any expense.

D. BANKRUPTCY OR INSOLVENCY

Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the Company of any of its obligations hereunder.

E. CANCELLATION AND NONRENEWAL

1. CANCELLATION

This insurance may be canceled on the customary short-rate basis by the **Named Insured** at any time by written notice or by surrender of this insurance to the Company or its authorized representative and the Company shall refund the paid premium less the earned portion thereof within thirty (30) days of the latter



Healthcare Professional Liability

of the effective date of cancellation or the date of delivery of the **Insured's** notice of intent to cancel, subject always to the retention by the Company of any minimum premium stipulated herein (or proportion thereof previously agreed upon).

The earned portion of the premium shall be computed on the customary short-rate basis unless any state law or regulation of the state shown in the mailing address of the **Named Insured** in the Declarations requires that return premium be computed on a pro-rata basis, even in the event of cancellation by the **Named Insured**.

This insurance may also be canceled, with or without the return or tender of the unearned premium, by the Company or by its authorized representative on its behalf, by sending to the **Named Insured**, by first-class registered or certified mail, at the **Named Insured's** address last known to the Company or its authorized agent, not less than ninety (90) days written notice stating the specific reason for such cancellation and when the cancellation shall be effective. In such case, the Company shall refund the paid premium less the earned portion thereof within ten (10) business days after the effective date of cancellation, subject always to the retention by the Company of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Company or the **Named Insured**. In case of nonpayment of premium, only thirty (30) days written notice of cancellation must be given by the Company. Minimum premium shall not apply to the return of unearned premium if cancellation is by the Company.

Cancellation by the Company shall only be effective if based on one or more of the following reasons:

- a. nonpayment of premium;
- b. the policy was obtained through material misrepresentation that was relied on by the Company, and such policy would not have been issued by the Company under the same terms and conditions if correct information had been disclosed;
- c. material failure to comply with any policy term, condition or contractual duty;
- d. the risk originally accepted has measurably increased; or
- e. loss by the Company of reinsurance which provided coverage for all or a substantial part of the risk insured.

2. NONRENEWAL

The Company will renew this policy unless written notice of the Company's intent not to renew, stating the specific reasons for nonrenewal, is mailed to the **Named Insured** not less than ninety (90) days before the policy expires. "Nonrenewal" shall include the failure of the Company to offer a renewal policy which provides types and limits of coverage substantially equivalent to those contained in the expiring policy.

3. MAILING OF NOTICE

Any notice of cancellation or nonrenewal will be mailed by first-class registered or certified mail to the **Named Insured** at the last mailing address known to the Company. Proof of mailing will be sufficient proof of notice.

F. CHANGES

The terms of this policy shall not be waived or changed, except by endorsement issued to form a part of this policy.

G. DECLARATIONS

By acceptance of this policy, the **Insured** agrees that the statements in the Declarations 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 Company or any of its agents relating to this insurance.

H. OTHER INSURANCE

Healthcare Professional Liability

1. If there is other valid insurance (whether primary, excess, contingent or self-insurance) which may apply against a loss or claim covered by this policy, the insurance provided hereunder shall be deemed excess insurance over and above the applicable limit of all other insurance or self-insurance. When this insurance is excess, the Company shall have no duty under this policy to defend any claim or **Suit** that any other insurer or self-insurer has a duty to defend. If such other insurer or self-insurer refuses to defend such claim or **Suit**, the Company shall be entitled to the **Insured's** rights against all such other insurers or self-insurers for any **Claims Expenses** incurred by the Company.
2. Except as provided in paragraph 3. below, when both this insurance and other insurance or self-insurance apply to the loss on the same basis, whether primary, excess or contingent, the Company shall not be liable under this policy for a greater proportion of the loss or defense costs than the applicable Limit of Liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss. Subject to the foregoing, if a loss occurs involving two or more policies, each of which provides that its insurance shall be excess, each will contribute pro-rata.
3. With respect to coverages afforded under Coverage C., Supplemental Liability, and Supplementary Payments F and G, this policy shall apply as excess above the **Insured's** Homeowner's or Renter's Liability Policy, if applicable, and, if applicable, any Personal Umbrella Liability specifically stated to apply as excess above such Homeowner's or Renter's Liability Policy, regardless of how such policy(ies) is(are) characterized as applying in the event of other applicable insurance. To the extent applicable under any such Homeowner's or Renter's policy, Exclusions 3, 4 5, 14, 15, and 16 are modified in accordance with such policy's terms, conditions and exclusions.

I. REIMBURSEMENT

While the Company has no duty to do so, if the Company pays **Damages** or **Claims Expenses**:

- a. within the amount of the applicable Deductible;
- b. in excess of the applicable Limit of Liability,

all **Insureds** shall be jointly and severally liable to the Company for such amounts. Upon written demand, the **Insured** shall repay such amounts to the Company within thirty (30) days thereof. Failure to pay any amount indicated may lead to policy cancellation.

J. SUBROGATION

To the extent of any payment under this policy, the Company shall be subrogated to all the **Insured's** rights of recovery therefore against any person, organization or entity and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing after any loss to prejudice such rights.

K. PREMIUM

All premiums for this policy shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the **Policy Period**. At the close of each period (or part thereof terminating with the end of the **Policy Period**) designated in the Declarations as the audit period the earned premium shall be computed for such period, and upon notice thereof to the **Named Insured**, shall become due and payable. If the total earned premium for the **Policy Period** is less than the premium previously paid, the Company shall return to the **Named Insured** the unearned portion paid by the **Named Insured**.

The **Named Insured** shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the Company at the end of the **Policy Period** and at such times during the **Policy Period** as the Company may direct.

L. INSPECTION AND AUDIT



Healthcare Professional Liability

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

The Company may examine and audit the **Named Insured's** books and records at any time during the **Policy Period** and extensions thereof and within three years after the final termination of this policy as far as they relate to the subject matter of this insurance.

M. AUTHORIZATION

The first **Named Insured** listed in the Declarations or in any amendment thereto, agrees to act on behalf of all other **Insureds** with respect to the giving and receiving of all notices to the Company as may be required by the terms of this policy and in the receiving of any return premiums that may become due hereunder.

All **Insureds** agree that the first **Named Insured** listed in the Declarations or in any amendment thereto, is hereby designated to so act on their behalf.

N. LIBERALIZATION

If the Company adopts a revision, at any time during the **Policy Period**, which would broaden the coverage under this policy without additional premium, the broadened coverage will immediately apply to this policy.

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its President and Secretary.

PRESIDENT
Christopher L. Peirce

VICE PRESIDENT and SECRETARY
Mark C. Touhey

Healthcare Professional Liability

LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. []

Effective Date: 03/14/2023

Policy Number: AHY-1081275102

Issued To: Tracey L O'Neill Longevity Functional Wellness

Return Premium ☐ \$

Additional Premium ☐

SCHEDULE

| | |
|---|-----------------|
| Information Privacy Aggregate Limit of Liability | <u>\$25,000</u> |
|---|-----------------|

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INFORMATION PRIVACY SUPPLEMENTARY PAYMENT ENDORSEMENT HIPAA FINES AND PENALTIES AND NOTIFICATION COSTS

In consideration of the premium charged, it is hereby understood and agreed that this endorsement amends the following:

I. The following is added to the SUPPLEMENTARY PAYMENTS section:

HEALTH INFORMATION PRIVACY AND NOTIFICATION COSTS

Subject to the Information Privacy Aggregate Limit of Liability shown in the Schedule above, the Company will:

1. pay **HIPAA Fines and Penalties** pursuant to the Health Insurance Portability and Accountability Act ("HIPAA"), which the **Insured** becomes legally obligated to pay arising from a **HIPAA Proceeding** with respect to the management and transmission of **Confidential Health Information**;
2. reimburse the insured for notification costs related to the disclosure of **Confidential Personal Information** provided that the insured obtain the Company's prior approval before incurring such costs; and
3. pay **Claims Expenses** related to 1. and 2. above.

II. With respect to the coverage provided by this endorsement, the following are added to the DEFINITIONS section of the policy:

Confidential Health Information means information pertaining to a patient or a client that has been received or created by **the Insured** or provided by **the Insured** to another, subject to protection pursuant to HIPAA, including, but not limited to, an individual's health information, healthcare treatment information and the fact that the such individual has been treated by any provider.

Confidential Personal Information means information not available to the general public from which an individual may be identified, including, without limitation, an individual's name, address, telephone number, social security number, account relationship, account number(s), account balance(s) and account history(ies).

Healthcare Professional Liability

HIPAA Fines and Penalties means fines and penalties for failure to comply with the requirements and standards of HIPAA, including fines and penalties imposed by the Department of Health and Human Services or its designees. HIPAA fines and penalties do not include fines and penalties imposed for a knowing wrongful disclosure of individually identifiable health information.

HIPAA Proceeding means an administrative proceeding, including a complaint, investigation or hearing instituted against the **Insured** by the Department of Health and Human Services or its designee alleging a violation of responsibilities or duties imposed upon the Insured under HIPAA or any rules or regulations promulgated thereunder, with respect to the management of **confidential health information**, but solely to the extent that:

1. such proceeding is commenced during the policy period; and
2. reported to the **Insured** within sixty (60) days after the Insured receive notice of such proceeding.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



Healthcare Professional Liability

LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. []

Effective Date: 03/14/2023

Policy Number: AHY-1081275102

Issued To: Tracey L O'Neill Longevity Functional Wellness

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT BROAD FORM

It is agreed that:

I. The policy does not apply:

A. Under any Liability Coverage, to **Bodily Injury** or **Property Damage**:

- (1) with respect to which an **Insured** under the policy is also an **Insured** under a Nuclear Energy Liability Policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an **Insured** under any such policy but for its termination upon the exhaustion of its Limit of Liability; or
- (2) resulting from the **Hazardous Properties of Nuclear Material** and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law mandatory thereof, or (b) the **Insured** is, or had this policy not been issued would be entitled to indemnity from the United States of America or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary Payments or Claims Expenses provision relating to first aid, to expenses incurred with respect **Bodily Injury** resulting from the **Hazardous Properties of Nuclear Material** and arising out of the operation of a **Nuclear Facility** by any person or organization.

C. Under any Liability Coverage, to **Bodily Injury** or **Property Damage** resulting from the **Hazardous Properties of Nuclear Material**; if

- (1) the **Nuclear Material**: (a) is at any **Nuclear Facility** owned by, or operated by or operated on behalf of, any **Insured** or (b) has been discharged or dispersed therefrom;
- (2) 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

Healthcare Professional Liability

- (3) the **Bodily Injury or Property Damage** arises out of the furnishing by an **Insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **Nuclear Facility**, but if such facility is located within the United States of America, its territories or possession or Canada, this exclusion (3) applies only to **Property Damage** to such **Nuclear Facility** and any property thereof.

II. 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 of 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:

- (a) containing **By-product Material** other than the tailings or **Wastes** produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content; and
- (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**;

"**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, basis, 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 self-supporting chain reaction or to contains critical mass of fissionable material;

"**Property Damage**" includes all forms of radioactive contamination of property.



Healthcare Professional Liability

New York - It is agreed that the provisions of the "Nuclear Energy Liability Exclusion Endorsement-Board Form" printed above, do not apply in New York with respect to any Non-Owned Auto Liability Coverage afforded by this policy.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



Healthcare Professional Liability Policy

LIBERTY INSURANCE UNDERWRITERS, INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. []

Effective Date: 03/14/2023

Policy Number: AHY-1081275102

Issued To: Tracey L O'Neill Longevity Functional Wellness

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA AMENDATORY ENDORSEMENT

- I. In consideration of the premium paid, it is hereby agreed and understood that Paragraph 1. of Part VIII.E., CONDITIONS, of the above referenced policy is hereby deleted in its entirety and replaced with the following:

1. CANCELLATION

This insurance may be canceled by the **Named Insured** at any time by written notice or by surrender of this policy to the Company or its authorized representative and the Company shall refund ninety percent (90%) of the pro-rata proportion of the unearned premium portion thereof within thirty (30) days of the latter of the effective date of cancellation or the date of delivery of the **Named Insured's** notice of intent to cancel, subject always to the retention by the Company of any minimum premium stipulated herein (or proportion thereof previously agreed upon).

This insurance may also be canceled, with or without the return or tender of the unearned premium, by the Company or by its authorized representative on its behalf, by sending to the **Named Insured**, by first-class registered or certified mail, at the **Named Insured's** address last known to the Company or its authorized agent, not less than ninety (90) days written notice stating the specific reason for such cancellation and when the cancellation shall be effective. In such case, the Company shall refund the paid premium less the earned portion thereof within ten (10) business days after the effective date of cancellation, subject always to the retention by the Company of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation by the Company. In case of nonpayment of premium, only thirty (30) days written notice of cancellation must be given by the Company. Minimum premium shall not apply to the return of unearned premium if cancellation is by the Company.

If this policy has been in effect for ninety (90) days or less, this policy may be cancelled by the Company for any reason.

If this policy has been in effect for more than ninety (90) days, cancellation by the Company shall only be effective if based on one or more of the following reasons:

- a. nonpayment of premium;
- b. material misstatement;
- c. a failure to comply with any underwriting requirement established by the Company; or
- d. any substantial change in the risk covered by this policy.



Healthcare Professional Liability Policy

- II. In addition, it is hereby agreed and understood that Part VIII., CONDITIONS, of the above referenced policy is hereby amended by the addition of the following:

M. CONTACT INFORMATION

If any **Insured**, or any holder of a certificate of insurance for this policy has any question or desires or needs to obtain any information about this policy, or needs any assistance resolving a complaint arising out of or relating to this policy, such person or entity may call the Company at 1-800-677-9163.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "[Insurer/Company]")

ENDORSEMENT NO. []

Effective Date: 03/14/2023
Policy Number: AHY-1081275102
Issued To: Tracey L O'Neill

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SANCTION LIMITATION AND EXCLUSION CLAUSE

No Insurer shall be deemed to provide cover and no 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 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.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



Healthcare Professional Liability

LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. []

Effective Date: 03/14/2023

Policy Number: AHY-1081275102

Issued To: Tracey L O'Neill Longevity Functional Wellness

Return Premium ☐ \$

Additional Premium ☐

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

MEDICAL PROFESSIONAL LIABILITY OCCURRENCE INSURANCE POLICY

MEDICAL PROFESSIONAL LIABILITY OCCURRENCE INSURANCE POLICY – INDIVIDUAL

INTRAOPERATIVE NEUROPHYSIOLOGICAL MONITORING PROCEDURE EXCLUSION ENDORSEMENT

In consideration of the premium charged, the following is added to SECTION VI, EXCLUSIONS:

to **Bodily Injury** arising out of any:

- a. intraoperative neurophysiological monitoring services; or
- b. supervision of intraoperative neurophysiological monitoring services provided by the **Insured**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Healthcare Professional Liability

LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. []

Effective Date: 03/14/2023

Policy Number: AHY-1081275102

Issued To: Tracey L O'Neill Longevity Functional Wellness

Return Premium ☐ \$

Additional Premium ☐

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

STUDENT PROFESSIONAL LIABILITY OCCURRENCE INSURANCE POLICY

SPECIFIED MEDICAL PROFESSIONAL LIABILITY OCCURRENCE INSURANCE POLICY –

STUDENT INDIVIDUAL

MEDICAL PROFESSIONAL LIABILITY OCCURRENCE INSURANCE POLICY

MEDICAL PROFESSIONAL LIABILITY OCCURRENCE INSURANCE POLICY – INDIVIDUAL

EXCLUSION OF SPECIFIED ACTIVITIES – REUSE OF PARENTERAL DEVICES AND SUPPLIES

In consideration of the premium charged, this policy shall not apply to **Bodily Injury** or **Property Damage for**, based upon, arising out of or related to any acts, errors or omissions involving **Reuse** of:

1. needles or syringes;
2. catheters or ports, including implanted ports;
3. intravenous solution, whether intended for direct intravenous administration or as a source of diluent for medication or any other substance to be administered parenterally;
4. intravenous medications intended for direct intravenous administration, including heparin or sodium chloride used for flushing venous access devices;
5. lines, including intravenous lines, tubing and any connectors thereto; or
6. any other types of parenteral device or supply used to inject medications, administer parenteral substances or withdraw blood samples;

in contravention of the instructions, warnings or recommendations of the manufacturer of such parenteral device or supply, or any standards regarding safe injection practices, intravenous therapy guidelines, infection control or any other pertinent recommendations or guidelines promulgated by

Healthcare Professional Liability

the Center for Disease Control and Prevention or any other state or federal agency or governmental authority regulating the use of such parenteral device or supply.

Reuse includes:

1. the use of any catheter, line or tubing, including any connectors thereto, on any person after its removal from a person, or after its use for any other purpose wherein it may have become contaminated or is otherwise no longer sterile; or
2. the introduction of any syringe, needle, or other parenteral device or supply into a multi-dose vial or intravenous solution after such syringe's, needle's, device's or supply's initial use.

Reuse does not include more than one parenteral access of a single patient by means of an implanted port or an indwelling various-access device intended to be used for multiple parenteral access, including but not limited to peripheral various devices, arterial devices and central venous devices, including tunneled and non-tunneled devices, or a PICC (peripherally inserted central catheter) line provided that any such procedure comports with:

1. the instructions, warnings and recommendations of the manufacturer of such parenteral device or supply; and
2. any standards regarding safe injection practices, intravenous therapy guidelines, infection control or any other pertinent recommendations or guidelines promulgated by the Center for Disease Control and Prevention or any other state or federal agency or governmental authority regulating the use of such parenteral device or supply, including any protocol prohibiting reuse of any syringe, needle or other parenteral device or supply to access such port or device.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Healthcare Professional Liability

LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. []

Effective Date: 03/14/2023

Policy Number: AHY-1081275102

Issued To: Tracey L O'Neill Longevity Functional Wellness

Return Premium ☐ \$

Additional Premium ☐

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

MEDICAL PROFESSIONAL LIABILITY OCCURRENCE INSURANCE POLICY

MEDICAL PROFESSIONAL LIABILITY OCCURRENCE INSURANCE POLICY – INDIVIDUAL

SEXUAL MISCONDUCT ENDORSEMENT

SEXUAL MISCONDUCT AGGREGATE SUBLIMIT OF LIABILITY:
\$25,000

In consideration of the premium charged, the following changes are made to the policy:

- I. Solely with respect to coverage provided under this endorsement, SECTION I, COVERAGES, COVERAGE A, PROFESSIONAL LIABILITY COVERAGE is amended to include the following:

With respect to **Incidents** alleging **Sexual Misconduct** on behalf of the **Insured**, the Company will pay **Covered Sexual Misconduct Damages** because of **Bodily Injury** or **Personal and Advertising Injury** to which this insurance applies, subject to the **Sexual Misconduct** Aggregate Sublimit of Liability stated above. Such **Sexual Misconduct** must actually or allegedly occur:

1. in the operation of the business or conduct of the profession of the **Named Insured** as specified in the Declarations; and
2. during the **Policy Period**.

Healthcare Professional Liability

- II. Solely with respect to COVERAGE A. PROFESSIONAL LIABILITY COVERAGE, the following is added to SECTION III, LIMITS OF LIABILITY:

The **Sexual Misconduct** Aggregate Sublimit of Liability indicated above is the limit of the Company's liability for the sum of all amounts the **Insured** is legally obligated to pay as a result of **Claims** involving any act of **Sexual Misconduct** arising out of or related to the operation of the business or conduct of the profession of the **Named Insured** as specified in the Declarations, provided that **Sexual Misconduct** has not been determined to have occurred by any civil or criminal trial verdict, court ruling, regulatory ruling or legal admission, whether appealed or not.

This **Sexual Misconduct** Aggregate Sublimit of Liability shall apply:

1. in the event that **Sexual Misconduct** is alleged, whether in a complaint, during discovery at trial or otherwise, regardless of the legal or factual theory of recovery advanced, including but not limited to assertions of improper or negligent hiring or employment, or failure to investigate or supervise; and
2. to any and all such **Claims** arising out of the same or related acts or omissions.

The **Sexual Misconduct** Aggregate Sublimit of Liability shall be the only source of payment of **Covered Sexual Misconduct Damages**, and shall be included within, and not in addition to, the Aggregate Limit of Liability specified in the Declarations.

- III. SECTION VI, EXCLUSIONS, paragraph 27. is replaced by the following:

27. to any **Claims** made or **Suits** brought against any **Insured** alleging, in whole or part, **Sexual Misconduct**, and/or physical abuse of a non-sexual nature.

This exclusion applies to any **Damages** arising out of **Sexual Misconduct** other than **Covered Sexual Misconduct Damages**, and/or physical abuse of a non-sexual nature, regardless of the legal theory or basis upon which the **Insured** is alleged to be legally liable or responsible in whole or in part, including but not limited to assertions of improper or negligent hiring, employment or supervision, failure to protect or warn the other party, failure to prevent the **Sexual Misconduct** and/or physical abuse of a non-sexual nature, and failure to discharge the employee.

However, notwithstanding the foregoing exclusion, with respect to COVERAGE A, PROFESSIONAL LIABILITY COVERAGE only, the **Insured** shall be entitled to a defense as provided under the terms of the policy as to any **Claim** upon which **Suit** is brought for any such alleged behavior, unless the behavior has been determined to have occurred by any civil or criminal trial verdict, court ruling, regulatory ruling or admission, whether appealed or not. The Company shall not be required to appeal a judgment or final

Healthcare Professional Liability

adjudication adverse to the **Insured**. This duty to defend will not apply to **Claims** brought alleging conduct specified in Exclusion 26. above;

IV. The following is added to SECTION VII, DEFINITIONS:

“Covered Sexual Misconduct Damages” means that portion of any settlement falling within the **Sexual Misconduct** Aggregate Sublimit of Liability pertaining to any **Claim** for, based on, alleging in whole or in part, or arising out of **Sexual Misconduct**;

“Sexual Misconduct” means:

- a. physical sexual assault, abuse of a sexual nature, molestation, or licentious, immoral, amoral or other behavior that was committed or alleged to have been committed by, and/or
- b. sexual assault, abuse of a sexual nature, or molestation, or licentious, immoral, amoral or other behavior which was threatened, intended to, lead to or culminated in, any sexual act whether committed intentionally, negligently, inadvertently or with the belief, erroneous or otherwise, that the other party is consenting and has the legal and mental capacity to consent thereto, that was committed, or alleged to have been committed by,

an **Insured**, two or more **Insureds** acting together, or any person(s) for whom the **Insured** is legally responsible. Multiple, continuous or sporadic or related acts by an **Insured**, or person(s) for whom the **Insured** is legally responsible, shall be deemed one **Incident of Sexual Misconduct**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



Healthcare Professional Liability

LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. []

Effective Date: 03/14/2023

Policy Number: AHY-1081275102

Issued To: Tracey L O'Neill Longevity Functional Wellness

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEFINITION OF CLAIM

In consideration of the premium charged:

- I. The following is added to the DEFINITIONS Section of the policy:

 "Claim" means any written demand, **suit**, and/or any proceeding as described in Section V., Supplementary Payments, Item B, Licensing Board Reimbursement based on or arising out of an **Incident** or **Occurrence**.
- II. Further, wherever the word "claim" appears as a noun in the policy, it shall be replaced by **"Claim"**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



Healthcare Professional Liability

LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. []

Effective Date: 03/14/2023

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement applies to:

- _____ Professional Liability Coverage Part Only ☐ \$ _____ Additional Premium
- _____ General Liability Coverage Part Only ☐ \$ _____ Additional Premium
- _____ Professional Liability and General Liability Coverage Parts ☐ \$ _____ Additional Premium

In consideration of the premium charged, any Designated Entity shown in the Schedule below shall be included as an additional Insured, but only as respects claims arising out of the sole negligence of the individual or entity specified in the PERSONS INSURED Section of the policy.

Designated Entity Schedule

| | |
|----------------------|---------|
| Tracey L O'Neill LLC | |
| NAME | ADDRESS |
| NAME | ADDRESS |
| NAME | ADDRESS |
| NAME | ADDRESS |

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Healthcare Professional Liability

LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. []

Effective Date: 03/14/2023

Policy Number: AHY-1081275102

Issued To: Tracey L O'Neill Longevity Functional Wellness

Return Premium ☐ \$

Additional Premium ☐

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON- PATIENT CARE SERVICES ENDORSEMENT

In consideration of the payment of the additional premium charged, and in reliance upon the application for coverage and any attachments, supplements or other statements provided concerning provision by any **Insured** of any one or more of the following professional services:

1. **Case Management;**
2. **Consulting Services;**
3. **Educational Services;**
4. **Life Care Planning;**
5. **Medical Administration;** and/or
6. **Utilization Review.**

it is hereby understood and agreed that such service(s), if disclosed and applicable premium paid, are considered part of the **Named Insured's** Business or Occupation.

It is further agreed that the following definitions have been added to Section II. DEFINITIONS:

"Area of Specialization" means body of knowledge or expertise attained through experience and training in the profession specified on the Declarations page.

"Case Management" means any or all of the following:

1. **Identifying high risk/high cost patients;**
 2. **Assessing opportunities to coordinate care;**
 3. **Assessing and coordinating treatment options and services;**
 4. **Developing treatment plans to improve quality and efficiency in the delivery of care;**
- and**

Healthcare Professional Liability

“Consulting Services” means the rendering of advice or recommendations with regard to healthcare, the cost of healthcare, maintenance of health, healthy lifestyle, or any other aspect of healthcare falling within an Insured’s Area of Specialization and includes, but is not limited to Life Care Planning, Legal Nurse Consulting and services provided as an expert witness.

“Educational Services” means:

1. services rendered by an Insured as a teacher or instructor in their Area of Specialization, and/or
2. services rendered by an Insured as an author, researcher and/or presenter of research findings when conducted solely for the purposes of dissemination of knowledge in the Insured’s Area of Specialization.

“Legal Nurse Consulting” means evaluation, analysis and rendering of informed opinions about medical issues, delivery of health care and/or the health outcomes as they relate to cases or issues within the medical-legal arena utilizing one’s background and experience as a licensed nursing professional.

“Life Care Planning” means the creation of a dynamic document based upon published standards of practice, comprehensive assessment, data analysis and research, which provides an organized, concise plan for current and future needs with associated cost for individuals who have experienced catastrophic injury or have chronic health care needs.

“Medical Administration” means the employment of medical knowledge and/or organizational skills, medical industry knowledge and technology to manage an office and/or practice of a healthcare service provider or providers.

“Utilization Review” means:

1. evaluations and resultant recommendations concerning professional practice patterns of others for controlling the cost of delivery of patient care;
2. determinations and/or recommendations regarding healthcare services to be provided by others to any participant in any healthcare insurance plan; or
3. determination or consultation in the determination of benefits paid by others to any participant in a healthcare insurance plan.

It is further agreed that the following have been added to Section VI. EXCLUSIONS:

This insurance does not apply:

Healthcare Professional Liability

1. to claims based on or arising out of the commingling, misappropriation or improper use of funds; or arising out of, or in way involving the gaining of any personal profit or advantage to which an Insured is not legally entitled;
2. to claims based upon, directly or indirectly arising out of, or in any way involving the participation in, design and/or solicitation of any structured settlement proposal;
3. to claims based on discrimination, humiliation, harassment, or misconduct that includes but shall not be limited to claims based on an individual's race, creed, color, age, sex, national origin, religion, handicap, marital status, or sexual preference;
4. to claims based on or arising from collective bargaining or other union activities by an Insured;
5. to claims based on or arising out of any actual or alleged violation of any state or federal anti-trust, price fixing, restraint of trade, copyright or deceptive trade practice law, rule or regulation, except to the extent that such claim arises from an Insured's incidental activity as a member of any committee, panel or board which provides underwriting or claims advice or recommendations, provided such activity is within the scope of the committee, panel or board's established guidelines;
6. to claims based on the unauthorized use of confidential or proprietary information provided to an Insured by a third party;
7. to the failure to prevent unauthorized access to an electronic system or program;
8. to the design, programming, distribution or sale of any computer system or program;
9. to claims based on or arising out of any actuarial act, error or omission;
10. to any services rendered by an Insured in their capacity as an attorney or accountant;
11. to claims based on or arising out of an Insured's recommendation, approval or disapproval of any employee benefit plan assets;
12. to the failure of any real or personal property to achieve a desired rate of return;
13. to the financial inability of any party to safeguard, pay or collect funds, including but not limited to any funds intended for or coming from any insurance company or benefit plan, whether or not due to insolvency, receivership, or any similar financial distress, and whether or not actually or allegedly caused in whole or in part by the actions of an Insured;

Healthcare Professional Liability

14. to the lack of good faith or fair dealing in the handling of any claim or obligation arising out of or under an insurance contract or benefit plan. However, the Company will defend any civil against an Insured seeking damages that would otherwise be covered but for this exclusion. In such case, we will pay only Claims Expenses;
15. to any Consulting Services provided to, for or on behalf of any medical device, food, pharmaceutical or neutraceutical manufacturer, or similar enterprise;
16. to any **Consulting Services** performed by any medical technologist, technician or aide; or any **Consulting Services** provided by any other individual who is not a licensed health care provider;.
17. to authoring of books or articles if such activities are a primary source of income; or to activities as a publisher;
18. to any liability resulting from **Case Management, Consulting Services, Educational Services, Life Care Planning and/or Utilization Review** the **Named Insured** provides while their license or certification to practice is suspended, revoked or no longer valid;
19. Any notarized certification or acknowledgement of a signature without physical appearance before the **Named Insured** of the person who is, or claims to be, the person signing the instrument.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.