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# **Beazley Insurance Company, Inc.**

**30 Batterson Park Road  
Farmington, CT 06032  
Tel: (860) 677-3700  
Fax: (860) 679-0247**

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# **Beazley Insurance Company, Inc.**

**30 Batterson Park Road  
Farmington, CT 06032  
Tel: (860) 677-3700  
Fax: (860) 679-0247**

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**MICHIGAN DISCLAIMER: THIS POLICY IS EXEMPT FROM THE FILING REQUIREMENTS OF SECTION 2236 OF THE INSURANCE CODE OF 1956, 1956 PA 218, M.C.L. 500.2236.**



**MASTER POLICY OF BEAZLEY HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL  
LIABILITY AND GENERAL LIABILITY INSURANCE**

ISSUED TO

**NATIONAL PROFESSIONAL PURCHASING GROUP ASSOCIATION, INC.**

TO COVER

**PARTICIPATING MEMBERS OF THE NATIONAL PROFESSIONAL PURCHASING GROUP  
ASSOCIATION, INC. AS NAMED INSURED OF THE MASTER POLICY**

Such participating members to be declared and accepted under this Master Policy provided coverage is granted in accordance with all the terms, conditions and exclusions contained herein.



## MASTER POLICY DECLARATIONS

### HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY CLAIMS MADE AND REPORTED INSURANCE

**Master Policy Number:** V14KM222AM01

**Risk Purchasing Group:** NATIONAL PROFESSIONAL PURCHASING GROUP ASSOCIATION, INC.

**Policy Period:**

**From:** 07/01/2022

**To:** 07/01/2023

**Policy Administrator:**

LOCKTON AFFINITY, LLC  
10895 LOWELL AVE, SUITE 300  
OVERLAND PARK, KS 66210

**Dated: 07/01/2022**



In consideration of the premium paid to the Underwriters in a timely manner, hereby agree with

National Professional Purchasing Group Association, Inc.

To provide to the extent and in the manner detailed in the Master Policy hereto, Health and Fitness Professionals Professional Liability and General Liability Insurance for each participant member of the National Professional Purchasing Group Association, Inc. that, during the Policy Period set forth in the Master Policy Declarations hereto, has purchased coverage under this Master Policy for the period of coverage set forth in the **Named Insured** Declarations and Certificate of Insurance.

The coverage provided applies separately in respect of each "**Named Insured**" under this Master Policy and is subject to all terms, conditions, limitations, exclusions and Limits of Liability, including any Aggregate Limit of Liability, set forth herein.



**PENNSYLVANIA MASTER POLICY OF BEAZLEY HEALTH AND FITNESS PROFESSIONALS  
PROFESSIONAL LIABILITY AND GENERAL LIABILITY INSURANCE**

ISSUED TO

**NATIONAL PROFESSIONAL PURCHASING GROUP ASSOCIATION RISK PURCHASING GROUP**

TO COVER

**PARTICIPATING MEMBERS OF THE NATIONAL PROFESSIONAL PURCHASING GROUP  
ASSOCIATION, INC. RISK PURCHASING GROUP AS NAMED INSURED OF THE MASTER POLICY**

**THIS IS A NON-PARTICIPATING POLICY.**

Such participating members to be declared and accepted under this Master Policy provided coverage is granted in accordance with all the terms, conditions and exclusions contained herein.



## MASTER POLICY DECLARATIONS

### HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY CLAIMS MADE AND REPORTED INSURANCE

**Master Policy Number:** V14KM222AM01

**Risk Purchasing Group:** NATIONAL PROFESSIONAL PURCHASING GROUP ASSOCIATION, INC.

**Policy Period:**

**From:** 07/01/2022

**To:** 07/01/2023

**Policy Administrator:**

LOCKTON AFFINITY, LLC  
10895 LOWELL AVE, SUITE 300  
OVERLAND PARK, KS 66210

**Dated:** 07/01/2022



In consideration of the premium paid to the Underwriters in a timely manner, hereby agree with

**National Professional Purchasing Group Association, Inc. Risk Purchasing Group**

To provide to the extent and in the manner detailed in the Master Policy hereto, Health and Fitness Professionals Professional Liability and General Liability Insurance for each participant member of the National Professional Purchasing Group Association, Inc. Risk Purchasing Group that, during the Policy Period set forth in the Master Policy Declarations hereto, has purchased coverage under this Master Policy for the period of coverage set forth in the **Named Insured** Declarations and Certificate of Insurance.

The coverage provided applies separately in respect of each "**Named Insured**" under this Master Policy and is subject to all terms, conditions, limitations, exclusions and Limits of Liability, including any Aggregate Limit of Liability, set forth herein.



## DECLARATIONS

### HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY CLAIMS MADE AND REPORTED INSURANCE

**THIS IS A CLAIMS MADE AND REPORTED POLICY. SUBJECT TO ITS TERMS, THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED AND REPORTED IN WRITING TO THE UNDERWRITERS DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE. DAMAGES AND CLAIMS EXPENSES SHALL BE APPLIED AGAINST THE DEDUCTIBLE. CLAIMS EXPENSES ARE WITHIN AND REDUCE THE LIMIT OF LIABILITY UNDER THIS POLICY. THE UNDERWRITERS SHALL NOT BE LIABLE FOR ANY CLAIMS EXPENSES OR FOR ANY JUDGEMENT OR SETTLEMENT AFTER THE LIMIT OF LIABILITY HAVE BEEN EXHAUSTED. PLEASE READ THIS POLICY CAREFULLY.**

These Declarations along with the completed and signed **Application** and the Policy with endorsements shall constitute the contract between the **Named Insured** and the Underwriters

**Underwriters:** Beazley Insurance Company, Inc.

**Risk Purchasing Group:** National Professional Purchasing Group Association, Inc.

**Master Policy Number:** V14KM222AM01

Item 1. **Named Insured:** National Professional Purchasing Group Association, Inc.

**Address:** c/o Daniel Vincent O'Leary, Jr.  
333 W. Wacker Drive Suite 450  
Chicago, IL 60606

Item 2. **Policy Period:**

**From:** 07/01/2022

**To:** 07/01/2023

Item 3. **Limit of Liability:**

<b>A. Professional Liability:</b>	
i. each <b>Claim</b> includes <b>Claims Expenses</b>	Per individual certificate
ii. <b>Aggregate Limit of Liability</b> includes <b>Claims Expenses</b>	Per individual certificate
<b>B. General Liability</b>	
i. each <b>Claim</b> includes <b>Claims Expenses</b>	Per individual certificate

ii. <b>Aggregate Limit of Liability</b> includes <b>Claims Expenses</b>	Per individual certificate
C. <b>Fire/Water Damage Legal Liability</b> from any one fire or <b>Water Damage</b> includes <b>Claims Expenses</b>	\$100,000
D. <b>Medical Expense Payments</b>	
i. Each Person	\$2,000
ii. <b>Aggregate Limit of Liability</b>	\$50,000
E. <b>Policy Aggregate Limit of Liability</b> includes <b>Claims Expenses</b>	Per individual certificate
Supplementary payments are in addition to these limits.	

Item 4. Each **Claim/Accident/ Deductible** includes **Claims Expenses**: Per individual certificate

Item 5. **Premium:** Per individual certificate

Item 6. **Retroactive Date** Per individual certificate

Item 7. **Extended Reporting Period:**  
 a) 12 months at 100% of the total premium; or  
 b) 24 months at 150% of the total premium; or  
 c) 36 months at 200% of the total premium.

Item 8. **Send Notifications including Notice of Claims under this Policy to:**

Lockton Affinity, LLC  
 10895 Lowell Avenue, Suite 300  
 Overland Park, KS 66210  
 Fax: 888-886-7488  
 Email: Lockton\_info@locktonaffinity.com

Item 9. Terrorism Coverage: Included for General Liability Coverage Part

Item 10. Endorsements Effective At Inception: See Schedule

*beazley*

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The Underwriters have caused this Policy to be signed and attested by its authorized officers, but it shall not be valid unless also signed by another duly authorized representative of the Underwriters.

*Jr Snyd*

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Authorized Representative

07/01/2022

Date

*Christine Poldedge*

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Secretary

*Christine*

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President



## ILLINOIS - DECLARATIONS

### HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY CLAIMS MADE AND REPORTED INSURANCE

THIS IS A CLAIMS MADE AND REPORTED POLICY. SUBJECT TO ITS TERMS, THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED AND REPORTED IN WRITING TO THE UNDERWRITERS DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE. DAMAGES, AND ONLY THOSE CLAIMS EXPENSES PAID UNDER THE PROFESSIONAL LIABILITY INSURING AGREEMENT, SHALL BE APPLIED AGAINST THE DEDUCTIBLE. CLAIMS EXPENSES ARE PAID AS A SUPPLEMENT TO THE LIMITS OF LIABILITY; HOWEVER, AS SOLELY RESPECTS THE PROFESSIONAL LIABILITY INSURING AGREEMENT, CLAIMS EXPENSES ARE WITHIN AND REDUCE THE LIMIT OF LIABILITY UNDER THIS POLICY. THE UNDERWRITERS SHALL NOT BE LIABLE FOR ANY CLAIMS EXPENSES OR FOR ANY JUDGEMENT OR SETTLEMENT AFTER THE LIMIT OF LIABILITY HAVE BEEN EXHAUSTED. PLEASE READ THIS POLICY CAREFULLY.

These Declarations along with the completed and signed **Application** and the Policy with endorsements shall constitute the contract between the **Named Insured** and the Underwriters

**Underwriters:** Beazley Insurance Company, Inc.

**Risk Purchasing Group:** National Professional Purchasing Group Association, Inc.

**Master Policy Number:** V14KM222AM01

Item 1. **Named Insured:** National Professional Purchasing Group Association, Inc.

**Address:** c/o Daniel Vincent O'Leary, Jr.

333 W. Wacker Drive Suite 450  
Chicago, IL 60606

Item 2. **Policy Period:**

**From:** 07/01/2022

**To:** 07/01/2023

Item 3. **Limit of Liability:**

A. Professional Liability:	
i. each <b>Claim</b> includes <b>Claims Expenses</b>	Per individual certificate
ii. Aggregate Limit of Liability includes <b>Claims Expenses</b>	Per individual certificate
B. General Liability	



i. each <b>Claim</b>	Per individual certificate
ii. Aggregate Limit of Liability	Per individual certificate
<b>C. Fire and Water Damage Legal Liability</b> from any one fire or <b>Water Damage</b>	\$100,000
<b>D. Medical Expense Payments</b>	
i. Each Person	\$2,000
ii. Aggregate Limit of Liability	\$50,000
Supplementary payments are in addition to these limits.	

Item 4. **Each Claim/Accident/ Deductible** (includes **Claims Expenses** for Professional Liability only): Per individual certificate

Item 5. **Premium:** Per individual certificate

Item 6. **Retroactive Date** Per individual certificate

Item 7. **Extended Reporting Period:**

- a) 12 months at 100% of the total premium; or
- b) 24 months at 150% of the total premium; or
- c) 36 months at 200% of the total premium.

Item 8. **Send Notifications including Notice of Claims under this Policy to:**

Lockton Affinity, LLC  
10895 Lowell Avenue, Suite 300  
Overland Park, KS 66210  
Fax: 888-886-7488  
Email: Lockton\_info@locktonaffinity.com

Item 9. Terrorism Coverage: Included for General Liability Coverage Part

Item 10. Endorsements Effective At Inception:  
See Schedule

*beazley*

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The Underwriters have caused this Policy to be signed and attested by its authorized officers, but it shall not be valid unless also signed by another duly authorized representative of the Underwriters.



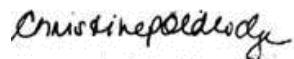
07/01/2022

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Authorized Representative

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Date



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Secretary



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President



## LOUISIANA DECLARATIONS

### HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY CLAIMS MADE AND REPORTED INSURANCE

THIS IS A CLAIMS MADE AND REPORTED POLICY. SUBJECT TO ITS TERMS, THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED AND REPORTED IN WRITING TO THE UNDERWRITERS DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE. DAMAGES AND CLAIMS EXPENSES SHALL BE APPLIED AGAINST THE DEDUCTIBLE. CLAIMS EXPENSES ARE WITHIN AND REDUCE THE LIMIT OF LIABILITY UNDER THIS POLICY, BUT ONLY TO THE EXTENT OF ALLOWING AT LEAST A MINIMUM AMOUNT OF \$1.00 OF LIABILITY COVERAGE REMAINING AVAILABLE FOR DAMAGES FROM ANY CLAIM. THE UNDERWRITERS SHALL NOT BE LIABLE FOR ANY CLAIMS EXPENSES OR FOR ANY JUDGEMENT OR SETTLEMENT AFTER THE LIMIT OF LIABILITY HAVE BEEN EXHAUSTED. PLEASE READ THIS POLICY CAREFULLY.

These Declarations along with the completed and signed **Application** and the Policy with endorsements shall constitute the contract between the **Named Insured** and the Underwriters

**Underwriters:** Beazley Insurance Company, Inc.

**Risk Purchasing Group:** National Professional Purchasing Group Association, Inc.

**Master Policy Number:** V14KM222AM01

Item 1. **Named Insured:** National Professional Purchasing Group Association, Inc.

**Address:** c/o Daniel Vincent O'Leary, Jr.  
333 W. Wacker Drive Suite 450  
Chicago, IL 60606

Item 2. **Policy Period:**

**From:** 07/01/2022  
**To:** 07/01/2023

Item 3. **Limit of Liability:**

A. Professional Liability:	
i. each <b>Claim</b> includes <b>Claims Expenses</b>	Per individual certificate
ii. <b>Aggregate Limit of Liability</b> includes <b>Claims Expenses</b>	Per individual certificate



<b>Claims Expenses</b> shall reduce the limits of items i. or ii. above only to the extent of allowing at least a minimum amount of \$1.00 of liability coverage remaining available for <b>Damages</b> from any <b>Claim</b> .	
<b>B. General Liability</b> (coverage not applicable to insureds in Louisiana)	
i. each <b>Claim</b> includes <b>Claims Expenses</b>	N/A
ii. <b>Aggregate Limit of Liability</b> includes <b>Claims Expenses</b>	N/A
<b>C. Fire/Water Damage Legal Liability</b> from any one fire or <b>Water Damage</b> includes <b>Claims Expenses</b> (coverage not applicable to insureds in Louisiana)	N/A
<b>D. Medical Expense Payments</b> (coverage not applicable to insureds in Louisiana)	
i. Each Person	N/A
ii. <b>Aggregate Limit of Liability</b>	N/A
<b>E. Policy Aggregate Limit of Liability</b> includes <b>Claims Expenses</b>	Per individual certificate
<b>Claims Expenses</b> shall reduce the <b>Policy Aggregate Limit of Liability</b> only to the extent of allowing at least a minimum amount of \$1.00 of liability coverage remaining available for any <b>Damages</b> from any <b>Claim</b> .	
Supplementary payments are in addition to these limits.	

**Item 4. Each Claim/Accident/ Deductible includes Claims Expenses:** Per individual certificate

**Item 5. Premium:** Per individual certificate

**Item 6. Retroactive Date** Basic Right of certificate

**Item 7. Extended Reporting Period:**

a) 12 months at 100% of the total premium; or

- b) 24 months at 150% of the total premium; or
- c) 36 months at 200% of the total premium.

**Item 8. Send Notifications including Notice of Claims under this Policy to:**

Lockton Affinity, LLC  
10895 Lowell Avenue, Suite 300  
Overland Park, KS 66210  
Fax: 888-886-7488  
Email: [Lockton\\_info@locktonaffinity.com](mailto:Lockton_info@locktonaffinity.com)



Item 9. Terrorism Coverage: Not applicable

Item 10. Endorsements Effective At Inception:  
See Schedule

The Underwriters have caused this Policy to be signed and attested by its authorized officers, but it shall not be valid unless also signed by another duly authorized representative of the Underwriters.



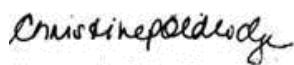
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Authorized Representative

07/01/2022

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Date



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Secretary



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President



## MASSACHUSETTS DECLARATIONS

### HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY CLAIMS MADE AND REPORTED INSURANCE

**THIS IS A CLAIMS MADE AND REPORTED POLICY. SUBJECT TO ITS TERMS, THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED AND REPORTED IN WRITING TO THE UNDERWRITERS DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE. DAMAGES AND CLAIMS EXPENSES SHALL BE APPLIED AGAINST THE DEDUCTIBLE. CLAIMS EXPENSES ARE WITHIN AND REDUCE THE LIMIT OF LIABILITY UNDER THIS POLICY. THE UNDERWRITERS SHALL NOT BE LIABLE FOR ANY CLAIMS EXPENSES OR FOR ANY JUDGEMENT OR SETTLEMENT AFTER THE LIMIT OF LIABILITY HAVE BEEN EXHAUSTED. PLEASE READ THIS POLICY CAREFULLY.**

These Declarations along with the completed and signed **Application** and the Policy with endorsements shall constitute the contract between the **Named Insured** and the Underwriters

**Underwriters:** Beazley Insurance Company, Inc.

**Risk Purchasing Group:** National Professional Purchasing Group Association, Inc.

**Master Policy Number:** V14KM222AM01

Item 1. **Named Insured:** National Professional Purchasing Group Association, Inc.

**Address:** c/o Daniel Vincent O'Leary, Jr.  
333 W. Wacker Drive Suite 450  
Chicago, IL 60606

Item 2. **Policy Period:**

**From:** 07/01/2022

**To:** 07/01/2023

Item 3. **Limit of Liability:**

<b>A. Professional Liability:</b>	
i. each <b>Claim</b> includes <b>Claims Expenses</b>	Per individual certificate
ii. <b>Aggregate Limit of Liability</b> includes <b>Claims Expenses</b>	Per individual certificate
<b>B. General Liability</b>	
i. each <b>Claim</b> includes <b>Claims Expenses</b>	Per individual certificate

<b>ii. Aggregate Limit of Liability includes Claims Expenses</b>	Per individual certificate
<b>C. Fire/Water Damage Legal Liability</b> from any one fire or <b>Water Damage</b> includes <b>Claims Expenses</b>	\$100,000
<b>D. Medical Expense Payments</b>	
i. Each Person	\$2,000
ii. <b>Aggregate Limit of Liability</b>	\$50,000
<b>E. Policy Aggregate Limit of Liability includes Claims Expenses</b>	Per individual certificate
Supplementary payments are in addition to these limits.	

Item 4. **Each Claim/Accident/ Deductible includes Claims Expenses:** Per individual certificate

Item 5. **Premium:** Per individual certificate

Item 6. **Retroactive Date** Per individual certificate

Item 7. **Extended Reporting Period:**  
 a) 12 months at 100% of the total premium; or  
 b) 24 months at 150% of the total premium; or  
 c) 36 months at 200% of the total premium.

Item 8. **Send Notifications including Notice of Claims under this Policy to:**  
 Lockton Affinity, LLC  
 10895 Lowell Avenue, Suite 300  
 Overland Park KS 66210  
 Fax: 888-886-7488  
 Email: [Lockton\\_info@locktonaffinity.com](mailto:Lockton_info@locktonaffinity.com)

Item 9. Endorsements Effective At Inception:  
 See Schedule

**beazley**

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The Underwriters have caused this Policy to be signed and attested by its authorized officers, but it shall not be valid unless also signed by another duly authorized representative of the Underwriters.



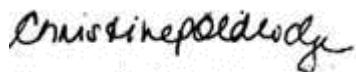
07/01/2022

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Authorized Representative

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Date



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Secretary



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President



## PENNSYLVANIA DECLARATIONS

### HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY CLAIMS MADE AND REPORTED INSURANCE

**THIS IS A CLAIMS MADE AND REPORTED POLICY. SUBJECT TO ITS TERMS, THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED AND REPORTED IN WRITING TO THE UNDERWRITERS DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE. DAMAGES AND CLAIMS EXPENSES SHALL BE APPLIED AGAINST THE DEDUCTIBLE. CLAIMS EXPENSES ARE WITHIN AND REDUCE THE LIMIT OF LIABILITY UNDER THIS POLICY. THE UNDERWRITERS SHALL NOT BE LIABLE FOR ANY CLAIMS EXPENSES OR FOR ANY JUDGEMENT OR SETTLEMENT AFTER THE LIMIT OF LIABILITY HAVE BEEN EXHAUSTED. THIS IS A NON-PARTICIPATING POLICY. PLEASE READ THIS POLICY CAREFULLY.**

These Declarations along with the completed and signed **Application** and the Policy with endorsements shall constitute the contract between the **Named Insured** and the Underwriters

**Underwriters:** Beazley Insurance Company, Inc.

**Risk Purchasing Group:** National Professional Purchasing Group Association, Inc.

**Master Policy Number:** V14KM222AM01

Item 1. **Named Insured:** National Professional Purchasing Group Association, Inc.

**Address:** c/o Daniel Vincent O'Leary, Jr.

333 W. Wacker Drive Suite 450  
Chicago, IL 60606

Item 2. **Policy Period:**

**From:** 07/01/2022

**To:** 07/01/2023

Item 3. **Limit of Liability:**

<b>A. Professional Liability:</b>	
i. each <b>Claim</b> includes <b>Claims Expenses</b>	Per individual certificate
ii. <b>Aggregate Limit of Liability</b> includes <b>Claims Expenses</b>	Per individual certificate
<b>B. General Liability</b>	
i. each <b>Claim</b> includes <b>Claims Expenses</b>	Per individual certificate



ii. <b>Aggregate Limit of Liability</b> includes <b>Claims Expenses</b>	Per individual certificate
C. <b>Fire/Water Damage Legal Liability</b> from any one fire or <b>Water Damage</b> includes <b>Claims Expenses</b>	\$100,000
<b>D. Medical Expense Payments</b>	
i. Each Person	\$2,000
ii. <b>Aggregate Limit of Liability</b>	\$50,000
E. <b>Policy Aggregate Limit of Liability</b> includes <b>Claims Expenses</b>	Per individual certificate
Supplementary payments are in addition to these limits.	

- Item 4. Each **Claim/Accident/ Deductible** includes **Claims Expenses**: Per individual certificate
- Item 5. **Premium**: Per individual certificate
- Item 6. **Retroactive Date** Per individual certificate
- Item 7. **Extended Reporting Period**:  
a) 12 months at 100% of the total premium; or  
b) 24 months at 150% of the total premium; or  
c) 36 months at 200% of the total premium.

Item 8. **Send Notifications including Notice of Claims under this Policy to:**

Lockton Affinity, LLC  
10895 Lowell Avenue, Suite 300  
Overland Park, KS 66210  
Fax: 888-886-7488  
Email: Lockton\_info@locktonaffinity.com

- Item 9. Terrorism Coverage: Included for General Liability Coverage part

- Item 10. Endorsements Effective At Inception:  
See Schedule

*beazley*

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The Underwriters have caused this Policy to be signed and attested by its authorized officers, but it shall not be valid unless also signed by another duly authorized representative of the Underwriters.

*Jr Sond*

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Authorized Representative

07/01/2022

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Date

*Christine P. Sonderegger*

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Secretary

*Christine P. Sonderegger*

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President



## DECLARATIONS - TEXAS

### HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY CLAIMS MADE AND REPORTED INSURANCE

THIS IS A CLAIMS MADE AND REPORTED POLICY. SUBJECT TO ITS TERMS, THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED AND REPORTED IN WRITING TO THE UNDERWRITERS DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE. DAMAGES SHALL BE APPLIED AGAINST THE DEDUCTIBLE. CLAIMS EXPENSES WILL NOT REDUCE THE LIMITS OF LIABILITY. UNDER THIS POLICY, THE UNDERWRITERS SHALL NOT BE LIABLE FOR ANY JUDGEMENT OR SETTLEMENT AFTER THE LIMIT OF LIABILITY HAVE BEEN EXHAUSTED. PLEASE READ THIS POLICY CAREFULLY.

These Declarations along with the completed and signed **Application** and the Policy with endorsements shall constitute the contract between the **Named Insured** and the Underwriters

**Underwriters:** Beazley Insurance Company, Inc.

**Risk Purchasing Group:** National Professional Purchasing Group Association, Inc.

**Master Policy Number:** V14KM222AM01

Item 1. **Named Insured:** National Professional Purchasing Group Association, Inc.

**Address:** c/o Daniel Vincent O'Leary, Jr.  
333 W. Wacker Drive Suite 450  
Chicago, IL 60606

Item 2. **Policy Period:**

**From:** 07/01/2022

**To:** 07/01/2023

Item 3. **Limit of Liability:**

<b>A. Professional Liability:</b>	
i. each <b>Claim</b>	Per individual certificate
ii. <b>Aggregate Limit of Liability</b>	Per individual certificate
<b>B. General Liability</b>	
i. each <b>Claim</b>	Per individual certificate
ii. <b>Aggregate Limit of Liability</b>	Per individual certificate
<b>C. Fire/Water Damage Legal Liability</b> from any one fire or <b>Water Damage</b>	\$100,000
<b>D. Medical Expense Payments</b>	
i. Each Person	\$2,000

ii. <b>Aggregate Limit of Liability</b>	\$50,000
<b>E. Policy Aggregate Limit of Liability</b>	Per individual certificate
Supplementary payments are in addition to these limits.	

Item 4. **Each Claim/Accident/ Deductible** Per individual certificate

Item 5. **Premium:** Per individual certificate

Item 6. **Retroactive Date:** Per individual certificate

**Item 7. Extended Reporting Period:**

- a) 12 months at 100% of the total premium; or
- b) 24 months at 150% of the total premium; or
- c) 36 months at 175% of the total premium; or
- d) Unlimited at 200% of the total premium.

**Send Notifications including Notice of Claims under this Policy to:**

Item 8. Lockton Affinity, LLC  
10895 Lowell Ave, Suite 300  
Overland Park, KS 66210  
Fax: 888-886-7488  
Email: Lockton\_info@locktonaffinity.com

Item 9. Terrorism Coverage: Included for General Liability Coverage Part

Item 10. Endorsements Effective At Inception:  
See Schedule

The Underwriters have caused this Policy to be signed and attested by its authorized officers, but it shall not be valid unless also signed by another duly authorized representative of the Underwriters.

Authorized Representative

07/01/2022

Date

Secretary

President



## VERMONT DECLARATIONS

### HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY CLAIMS MADE AND REPORTED INSURANCE

**THIS IS A CLAIMS MADE AND REPORTED POLICY. SUBJECT TO ITS TERMS, THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED AND REPORTED IN WRITING TO THE UNDERWRITERS DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE. DAMAGES SHALL BE APPLIED AGAINST THE DEDUCTIBLE. THE UNDERWRITERS SHALL NOT BE LIABLE FOR ANY CLAIMS EXPENSES OR FOR ANY JUDGEMENT OR SETTLEMENT AFTER THE LIMIT OF LIABILITY HAVE BEEN EXHAUSTED. PLEASE READ THIS POLICY CAREFULLY.**

These Declarations along with the completed and signed **Application** and the Policy with endorsements shall constitute the contract between the **Named Insured** and the Underwriters

**Underwriters:** Beazley Insurance Company, Inc.

**Risk Purchasing Group:** National Professional Purchasing Group Association, Inc.

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Item 1. **Named Insured:** National Professional Purchasing Group Association, Inc.

**Address:** c/o Daniel Vincent O'Leary, Jr.

333 W. Wacker Drive Suite 450  
Chicago, IL 60606

Item 2. **Policy Period:**

**From:** 07/01/2022

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Item 3. **Limit of Liability:**

<b>A. Professional Liability:</b>	
i. each <b>Claim</b>	Per individual certificate
ii. <b>Aggregate Limit of Liability</b>	Per individual certificate
<b>B. General Liability</b>	
i. each <b>Claim</b>	Per individual certificate
ii. <b>Aggregate Limit of Liability</b>	Per individual certificate



<b>C. Fire/Water Damage Legal Liability</b> from any one fire or Water Damage	\$100,000
<b>D. Medical Expense Payments</b>	
i. Each Person	\$2,000
ii. Aggregate Limit of Liability	\$50,000
<b>E. Policy Aggregate Limit of Liability</b>	Per individual certificate
<b>Claims Expenses Limit of Liability</b>	Per individual certificate
Supplementary payments are in addition to these limits.	

Item 4. Each **Claim/Accident/ Deductible:** Per individual certificate

Item 5. **Premium:** Per individual certificate

Item 6. **Retroactive Date** Per individual certificate

Item 7. **Extended Reporting Period:** Per individual certificate

- a) 12 months at 100% of the total premium; or
- b) 24 months at 150% of the total premium; or
- c) 36 months at 200% of the total premium.

Item 8. **Send Notifications including Notice of Claims under this Policy to:**

Lockton Affinity, LLC  
10895 Lowell Avenue, Suite 300  
Overland Park, KS 66210  
Fax: 888-886-7488  
Email: Lockton\_info@locktonaffinity.com

Item 9. Terrorism Coverage: Included for General Liability Coverage Part

Item 10. Endorsements Effective At Inception:  
See Schedule

*beazley*

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The Underwriters have caused this Policy to be signed and attested by its authorized officers, but it shall not be valid unless also signed by another duly authorized representative of the Underwriters.

*Jr Sand*

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Authorized Representative

07/01/2022

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Date

*Christine Polden*

---

Secretary

*Cheung*

---

President

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>**

**Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"**

**OKLAHOMA ADDENDUM TO DECLARATIONS PAGE**

This endorsement modifies insurance provided under the following:

**HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY  
CLAIMS MADE AND REPORTED INSURANCE**

Item 2. of the Declarations is amended to replace the words "Local Time" with the words "Standard Time".

## **PENNSYLVANIA ADDENDUM TO DECLARATIONS**

The Policy Declaration Page is amended by the addition of the following:

**Beazley Insurance Company, Inc.**  
**30 Batterson Park Road**  
**Farmington, CT 06032**  
**Tel: (860) 677-3700**  
**Fax: (860) 679-0247**

**SCHEDULE OF FORMS AND ENDORSEMENTS**

FORM #	EDITION	TITLE	USE*
<b>DECLARATIONS</b>			
BICMU000900	11 06	Policy Jacket (KS, MA & OK only)	M
BICMU0016MI	11 06	Policy Jacket (MI only)	M
F00717	04 21	Master Policy Dec (Not Applicable PA)	M
F0017PA	08 20	Pennsylvania Master Policy Dec	M
F00718	04 21	Health & Fitness Professionals Dec (Not Applicable IL, LA, PA, TX, VT)	M
F00718IL	12 21	Illinois Health and Fitness Professionals Dec	M
F00718LA	12 21	Louisiana Health and Fitness Professionals Dec	M
F00178MA	11 21	Massachusetts Health and Fitness Professionals Dec	M
F00718PA	08 21	Pennsylvania Health and Fitness Professionals Dec	M
F00718TX	03 22	Texas Health and Fitness Professionals Dec	M
F00718VT	09 21	Vermont Health and Fitness Professionals Dec	M
A00720OK	10 11	Dec Page Addendum (Oklahoma)	M
A01694PA	08 18	Pennsylvania Addendum to Declarations	M
FORM-SCHED	01 97	Schedule of Forms and Endorsements	M
<b>PROFESSIONAL AND GENERAL LIABILITY COVERAGE FORMS</b>			
TOC	03 22	Notice & Table of Contents – Health and Fitness Professionals (MT Only)	M
F00719	07 21	Health & Fitness Professionals Policy Form (Not applicable KS, TX)	M
F00719KS	06 22	Health & Fitness Professionals Policy Form (Applies in KS)	M
F00719TX	03 22	Texas Health and Fitness Professionals Policy Form (Applies in TX)	M
BICMU0008	04 15	Countersignature Endorsement (Applies in AZ, FL, MS and NV only)	M
BICMU0507	04 06	War and Civil War Exclusion (Not Applicable AK, CT)	M
BICMU0507AK	02 08	War and Civil War Exclusion - Alaska	M
BICMU0507CT	03 09	War and Civil War Exclusion - Connecticut	M
BICMU0509	04 06	Nuclear Exclusion	M
E02804	03 11	Sanction Limitation and Exclusion Clause (Not Applicable FL, KS, MA, MD, NY, OH)	M

FORM-SCHED

\*Use: M=Mandatory (applies as indicated), O= Optional, applies only if selected by Underwriter

**SCHEDULE OF FORMS AND ENDORSEMENTS**

<b>FORM #</b>	<b>EDITION</b>	<b>TITLE</b>	<b>USE*</b>
E02804AK	06 14	Sanction Limitation and Exclusion Clause - Alaska	M
E02804AFL	02 15	Sanction Limitation and Exclusion Clause - Florida	M
E02804KS	04 11	Sanction Limitation and Exclusion Clause – Kansas	M
E02840MD	08 14	Sanction Limitation and Exclusion Clause - Maryland	M
E02840OH	04 15	Sanction Limitation and Exclusion Clause - Ohio	M
E02840A	04 11	Sanction Limitation and Exclusion Clause (Applies in MA)	M
E14756	04 21	Cap On Losses Arising Out of Certified Act of Terrorism (Not Applicable VA)	M
E14756VA	04 21	Cap On Losses Arising Out of Certified Act of Terrorism - Virginia	M
E14762	04 21	Crisis Event Coverage	O (Included for AIM members)
E14763	04 21	Delete Exclusion V.1.K. (Not Applicable VT)	O (Included for AIM members)
E14763VT	09 21	Delete Exclusion V.1.K. - Vermont	O (Included for AIM members)
E14765	04 21	Employed Pharmacist and Pharmacy Technicians Endorsement (Not Applicable IL)	O
E14767	04 21	Massage Services Exclusion	M for AIM members only; Optional all others
E14768	04 21	Physical Presence Exclusion	M for AIM members only; Optional all others
E14770	04 21	Sexual Molestation/Abuse Coverage (Not Applicable IL, TX, VT)	O (Included for AIM members)
E14770IL	04 21	Sexual Molestation/Abuse Coverage - Illinois	O (Included for AIM members)

**SCHEDULE OF FORMS AND ENDORSEMENTS**

<b>FORM #</b>	<b>EDITION</b>	<b>TITLE</b>	<b>USE*</b>
E14770TX	03 22	Sexual Molestation/Abuse Coverage – Texas	O (Included for AIM members) O (Included for AIM members)
BICMU0022	12 08	Cancellation for NonPayment of Premium Endorsement (Without Calculation of Additional Premium) Not Applicable NY, MT	O
BICMU0022MT	02 15	Cancellation for NonPayment of Premium Endorsement (Without Calculation of Additional Premium) - Montana	O
BICMU0500	09 05	Cancellation Endorsement	O
BICMU0501	09 05	Add/Delete Endorsement	O
BICMU0506	01 06	Amend Policy Number on Declaration Page	O
BICMU0510	05 07	Inconsistency Endorsement (Not Applicable MT, NH, NY, VA)	O
BICMU0510VA	02 09	Inconsistency Endorsement - Virginia	O
BICUM0512	06 09	Flat Cancellation Endorsement (Not Applicable FL, IN, ME, SD)	O
BICMU0512FL	02 10	Flat Cancellation Endorsement - Florida	O
BICMU0512IN	12 11	Flat Cancellation Endorsement - Indiana	O
BICMU0512ME	12 22	Flat Cancellation Endorsement - Maine	O
E00303	02 08	Add/Delete Endorsement Without Additional/Return Premium	O
E00527	05 08	Mailing Address Endorsement	O
E14757	04 21	Additional Insured Endorsement With Waiver of Subrogation	O
E14758	04 21	Amendment of Address Endorsement	O
E14759	04 21	Amendment of Named Insured Endorsement	O
E14760	04 21	Amendment of Premium Endorsement - Change of Employment Status	O
E14761	04 21	Change in Limit of Liability Endorsement (Not Applicable IL)	O
E14761IL	12 21	Change in Limit of Liability Endorsement - Illinois	O
E14764	04 21	Designated Professional Services Endorsement	O
E14766	04 21	Hired and NonOwned Auto Liability Endorsement With Sublimit (Not Applicable VT)	O
E14766VT	09 21	Hired and NonOwned Auto Liability Endorsement With Sublimit - Vermont	O

**SCHEDULE OF FORMS AND ENDORSEMENTS**

<b>FORM #</b>	<b>EDITION</b>	<b>TITLE</b>	<b>USE*</b>
E14769	04 21	Purchase of Extended Reporting Period	O
E15382	04 22	Policy Changes (Not Applicable CA, ME)	O
E15382ME	06 22	Policy Changes Endorsement – Maine	O
<b>STATE FORMS</b>			
A01811AK	07 21	Alaska Amendatory Endorsement	M
A01812AK	07 21	Alaska Civil Rules Endorsement	M
A01810GA	06 21	Georgia Amendatory Endorsement	M
A01808IL	12 21	Illinois Amendatory Endorsement	M
A01853KS	06 22	Kansas Amendatory Endorsement	M
A01818LA	12 21	Louisiana Amendatory Endorsement	M
A014825ME	09 21	Maine Amendatory Endorsement	M
A0184826MA	08 21	Massachusetts Amendatory Endorsement	M
A01813MN	09 21	Minnesota Amendatory Endorsement	M
A01822NC	08 21	North Carolina Amendatory Endorsement	M
A01820NE	07 21	Nebraska Amendatory Endorsements	M
A01823NH	08 21	New Hampshire Amendatory Endorsement	M
A01821OH	08 21	Ohio Amendatory Endorsement	M
A01814OK	08 21	Oklahoma Amendatory Endorsement	M
A01824PA	08 21	Pennsylvania Amendatory Endorsement	M
A01809SC	08 21	South Carolina Amendatory Endorsement	M
A01827SD	09 21	South Dakota Amendatory Endorsement	M
A01815VT	10 21	Vermont Amendatory Endorsement	M
A01819WY	07 21	Wyoming Amendatory Endorsement	M

**SCHEDULE OF FORMS AND ENDORSEMENTS**

<b>POLICYHOLDER NOTICES</b>			
We have included Policyholder Notices in order to advise you of various insurance topics that may have impact on your policy. Coverage is not provided or amended by these notices, nor can they be construed to replace any provisions of your policy. A listing of Policyholder Notices is provided below for your convenience only.			
<b>FORM #</b>	<b>EDITION</b>	<b>TITLE</b>	<b>USE</b>
E14755	04 21	Policyholder Disclosure Notice of Terrorism Insurance Coverage (Not Applicable FL, OH, OK)	M
E14755FL	05 21	Policyholder Disclosure Notice of Terrorism Insurance Coverage - Florida	M
E14755OH	05 21	Policyholder Disclosure Notice of Terrorism Insurance Coverage - Ohio	M
E14755OK	05 21	Policyholder Disclosure Notice of Terrorism Insurance Coverage - Oklahoma	M
BICMU0001AR	03 20	Policyholder Notice - Arkansas	M
BICMU0021AR	05 17	Arkansas Consent Form	M
BICMU0001IL	05 17	Policyholder Notice - Illinois	M
BICMU0001IN	11 06	Policyholder Notice - Indiana	M
A00332KY	10 08	Policyholder Notice - Kentucky	M
BICMU0001MA	03 10	Policyholder Notice - Massachusetts	M
BICMU0011MN	03 16	Minnesota Notice of Guaranty Fund Protection	M
BICMU0013MO	07 05	Missouri Changes - Guaranty Association	M
BICMU0017	09 05	Claim Expenses Disclosure (MO, NM, RI)	M
E01844	02 10	1st Dollar - Claims Expenses Disclosure (Mo, RI)	M
A01421ND	05 15	North Dakota Defense Costs Disclosure and Consent Form	M
A01110TX	05 20	Important Notice - Texas	M
A01150TX	03 14	Notification of the Availability of Loss Control Information/Services - Texas	M
BICMU0001VA	11 06	Policyholder Notice - Virginia	M
BICMU0002VA	06 07	Claims Made Notice - Virginia	M
BICMU0018VA	07 05	Optional Extension Period Notice - Virginia	M
BICMU0001WI	11 06	Policyholder Notice - Wisconsin	M

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>  
Beazley Insurance Company, Inc. referred to in this endorsement as either the  
“Insurer” or the “Underwriters”**

**POLICYHOLDER DISCLOSURE NOTICE OF  
TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), insurance coverage provided by this Policy includes losses arising out of acts of terrorism, **as defined in Section 102(1) of the Act, as amended:** The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

The portion of your annual premium that is attributable to coverage for certified acts of terrorism as defined in the Terrorism Risk Insurance Act of 2002, as amended, is \$0.

(LMA 9184 amended)

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>**

**Beazley Insurance Company, Inc. is referred to in this endorsement as either the  
"Insurer" or the "Underwriters"**

**POLICYHOLDER DISCLOSURE NOTICE OF  
TERRORISM INSURANCE COVERAGE - FLORIDA**

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), insurance coverage provided by this Policy includes losses arising out of acts of terrorism, **as defined in Section 102(1) of the Act, as amended:** The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage for "acts of terrorism" may expire at 12:00 midnight December 31, 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES GENERALLY REIMBURSES 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

(LMA 9184 amended)

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>  
Beazley Insurance Company, Inc. referred to in this endorsement as either the  
“Insurer” or the “Underwriters”**

**POLICYHOLDER DISCLOSURE NOTICE OF  
TERRORISM INSURANCE COVERAGE - OHIO**

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), insurance coverage provided by this Policy includes losses arising out of acts of terrorism, **as defined in Section 102(1) of the Act, as amended:** The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Coverage for "acts of terrorism" shall expire at 12:00 midnight December 31, 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates. The coverage for an "act of terrorism" is included in this Policy without any additional premium due.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

(LMA 9184 amended)

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>  
Beazley Insurance Company, Inc. referred to in this endorsement as either the  
“Insurer” or the “Underwriters”**

**POLICYHOLDER DISCLOSURE NOTICE OF  
TERRORISM INSURANCE COVERAGE - OKLAHOMA**

**HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY  
CLAIMS MADE AND REPORTED INSURANCE**

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), insurance coverage provided by this Policy includes losses arising out of acts of terrorism, **as defined in Section 102(1) of the Act, as amended:** The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

(LMA 9184 amended)

**POLICYHOLDER NOTICE - ARKANSAS**

**IMPORTANT NOTICE TO ALL ARKANSAS POLICYHOLDERS:**

In the event of a complaint, please contact us at:

**Beazley Insurance Company, Inc.  
Compliance Department  
30 Batterson Park Road  
Farmington, CT 06032  
Tel: (860) 677-3700  
Fax: (860) 679-0247**

Policyholders have the right to file a complaint with the Arkansas Insurance Department (AID). You may call AID to request a complaint form at (800) 852-5494 or (501) 371-2640 or write the Department at:

**Arkansas Insurance Department  
1 Commerce Way, Suite 102  
Little Rock, AR 72201-1904**

**Effective date of this Consent Form:<Effective Date>**

**This Consent Form is attached to and forms a part of Policy Number:<Policy Number>**

**Insurer: Beazley Insurance Company, Inc.**

**ARKANSAS CONSENT FORM**

The Applicant for this Insurance, as the **Named Insured** should a Policy be issued and acting on behalf of all **Insureds**, understands that this Policy includes **Claims Expenses** within the applicable Limit of Liability and agrees and consents to the following:

1. **Claims Expenses** are part of and not in addition to the Limit of Liability for "Each Claim" and the "Aggregate" Limit of Liability set forth in the Declarations to this Policy; and
2. The payment of **Claims Expenses** will reduce and may completely eliminate the Limit of Liability for "Each Claim" and the "Aggregate" Limit of Liability set forth in the Declarations to this Policy.

This Consent Form is signed below by an officer of the Applicant with authority to act on behalf of the Applicant and all **Insureds** in connection with this Policy.

Applicant:

---

PRINT APPLICANT'S NAME AS IT APPEARS IN ITEM 1. OF THE APPLICATION AND WILL APPEAR IN ITEM 1. OF THE DECLARATIONS

By: \_\_\_\_\_  
OFFICER'S SIGNATURE

---

PRINT NAME AND TITLE OF PERSON SIGNING THIS CONSENT FORM

---

Date

## **POLICYHOLDER NOTICE – ILLINOIS**

### **IMPORTANT NOTICE TO ALL ILLINOIS POLICYHOLDERS:**

In the event of a complaint, please contact us at:

**Beazley Insurance Company, Inc.  
Compliance Department  
30 Batterson Park Road  
Farmington, CT 06032  
Tel: (860) 677-3700  
Fax: (860) 679-0247**

If you have been unable to contact or obtain satisfaction from the Insurer, you may contact the Illinois Department of Insurance to obtain information or make a complaint at:

**Part 919 of the Rules of the Illinois Department of Insurance requires that our company advise you that, if you wish to take this matter up with the Illinois Department of Insurance, it maintains a Consumer Division in Chicago at 122 S. Michigan Ave., 19th Floor, Chicago, Illinois 60603 and in Springfield at 320 West Washington Street, Springfield, Illinois 62767.**

**Beazley Insurance Company Inc.  
A stock insurance company**

## **POLICYHOLDER NOTICE – INDIANA**

### **IMPORTANT NOTICE TO ALL INDIANA POLICYHOLDERS:**

Questions regarding your policy or coverage should be directed to:

**Beazley Insurance Company, Inc.  
Compliance Department  
30 Batterson Park Road  
Farmington, CT 06032  
Tel: (860) 677-3700  
Fax: (860) 679-0247**

We want you to know that you may contact the Indiana Department of Insurance if you have a complaint or seek assistance from the governmental agency that regulates insurance. To contact the Department of Insurance write or call:

**State of Indiana Department of Insurance  
Consumer Services Division  
311 West Washington Street, Suite 300  
Indianapolis, Indiana 46204**

Consumer Hotline: (800) 622-4461; (317) 232-2395

Complaints can be filed electronically at [www.in.gov/idoi](http://www.in.gov/idoi)

## **POLICYHOLDER NOTICE – KENTUCKY**

### **IMPORTANT NOTICE TO ALL KENTUCKY POLICYHOLDERS:**

Your insurance premium may be subject to a license fee or tax imposed by your local government. The amount of the fee or tax is determined by the local government where the insured risk is located. The tax and any collection fee, if included in the charges to you, will be shown on all policies, renewal certificates or premium billings for your policy. If you believe that you have been erroneously charged or have been overcharged the tax, you may contact us for information on how to request a refund or credit for the tax paid.

For information, please contact us at:

**Beazley Insurance Company, Inc.  
Compliance Department  
30 Batterson Park Road  
Farmington, CT 06032  
Tel: (860) 677-3700  
Fax: (860) 679-0247**

## **POLICYHOLDER NOTICE – MASSACHUSETTS**

### **IMPORTANT NOTICE TO ALL MASSACHUSETTS POLICYHOLDERS:**

In the event of a complaint, please contact us at:

**Beazley Insurance Company, Inc.**  
**Compliance Department**  
**30 Batterson Park Road**  
**Farmington, CT 06032**  
**Tel: (860) 677-3700**  
**Fax: (860) 679-0247**

If you have been unable to contact or obtain satisfaction from the Insurer, you may contact the Massachusetts Division of Insurance to obtain information or make a complaint at:

**Commonwealth of Massachusetts**  
**Division of Insurance**  
**1000 Washington Street, 8<sup>th</sup> Floor**  
**Boston, MA 02118**

## **MINNESOTA NOTICE OF GUARANTY FUND PROTECTION**

### **NOTICE CONCERNING POLICYHOLDER RIGHTS IN AN INSOLVENCY UNDER THE MINNESOTA INSURANCE GUARANTY ASSOCIATION LAW**

The financial strength of your insurer is one of the most important things for you to consider when determining from whom to purchase a property or liability insurance policy. It is your best assurance that you will receive the protection for which you purchased the policy. If your insurer becomes insolvent, you may have protection from the Minnesota Insurance Guaranty Association as described below but to the extent that your policy is not protected by the Minnesota Insurance Guaranty Association or if it exceeds the guaranty association's limits, you will only have the assets, if any, of the insolvent insurer to satisfy your claim.

Residents of Minnesota who purchase property and casualty or liability insurance from insurance companies licensed to do business in Minnesota are protected, SUBJECT TO LIMITS AND EXCLUSIONS, in the event the insurer becomes insolvent. This protection is provided by the Minnesota Insurance Guaranty Association.

Minnesota Insurance Guaranty Association  
7600 Parklawn Ave. STE 460  
Edina, Minnesota 55435  
(952) 831-1908

The maximum amount that the Minnesota Insurance Guaranty Association will pay in regard to a claim under all policies issued by the same insurer is limited to \$300,000. This limit does not apply to workers' compensation insurance. Protection by the guaranty association is subject to other substantial limitations and exclusions. If your claim exceeds the guaranty association's limits, you may still recover a part or all of that amount from the proceeds from the liquidation of the insolvent insurer, if any exist. Funds to pay claims may not be immediately available. The guaranty association assesses insurers licensed to sell property and casualty or liability insurance in Minnesota after the insolvency occurs. Claims are paid from the assessment.

**THE PROTECTION PROVIDED BY THE GUARANTY ASSOCIATION IS NOT A SUBSTITUTE FOR USING CARE IN SELECTING INSURANCE COMPANIES THAT ARE WELL MANAGED AND FINANCIALLY STABLE. IN SELECTING AN INSURANCE COMPANY OR POLICY, YOU SHOULD NOT RELY ON PROTECTION BY THE GUARANTY ASSOCIATION.**

**THIS NOTICE IS REQUIRED BY MINNESOTA STATE LAW TO ADVISE POLICYHOLDERS OF PROPERTY AND CASUALTY INSURANCE POLICIES OF THEIR RIGHTS IN THE EVENT THEIR INSURANCE CARRIER BECOMES INSOLVENT. THIS NOTICE IN NO WAY IMPLIES THAT THE COMPANY CURRENTLY HAS ANY TYPE OF FINANCIAL PROBLEMS. ALL PROPERTY AND CASUALTY INSURANCE POLICIES ARE REQUIRED TO PROVIDE THIS NOTICE.**

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>**

**MISSOURI CHANGES - GUARANTY ASSOCIATION**

This endorsement modifies insurance provided under the following:

**HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY  
CLAIMS MADE AND REPORTED INSURANCE**

**Missouri Property and Casualty Insurance Guaranty Association Coverage Limitations**

- A. Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (to be referred to as the Act), if the Insurer is a member of the Missouri Property and Casualty Insurance Guaranty Association (to be referred to as the Association), the Association shall pay claims covered under the Act if the Insurer becomes insolvent.
- B. The Act contains various exclusions, conditions and limitations that govern a claimant's eligibility to collect payment from the Association and affect the amount of any payment. The following limitations apply subject to all other provisions of the Act:
  - 1. Claims covered by the Association shall not include a claim by or against an Insured of an insolvent Insurer, if the Insured has a net worth of more than \$25 million on the later of the end of the Insured's most recent fiscal year or the December thirty-first of the year next preceding the date the Insurer becomes insolvent; provided that an Insured's net worth on such date shall be deemed to include the aggregate net worth of the Insured and all of its affiliates as calculated on a consolidated basis.
  - 2. Payments made by the Association for covered claims shall include only that amount of each claim which is less than \$300,000.

However, the Association shall not:

- 1) Pay an amount in excess of the applicable limit of insurance of the policy from which a claim arises; or
- 2) Return to an Insured any unearned premium in excess of \$25,000.

These limitations shall have no effect on the coverage the Insurer provides under this policy.

All other terms and conditions of this policy remain unchanged.



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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>**

**CLAIMS EXPENSES DISCLOSURE**

This endorsement modifies insurance provided under the following:

**HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY  
CLAIMS MADE AND REPORTED INSURANCE**

I hereby acknowledge and understand that **Claims Expenses** are subject to the Each **Claim** Deductible and may reduce and completely exhaust the Limit of Liability. If **Claims Expenses** exhaust the Limit of Liability, the Insurer shall have no further obligation for **Claims Expenses** or for any judgment or settlement.

---

**Insured** Signature

---

Date

All other terms and conditions of this Policy remain unchanged.



---

Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>**

**Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"**

**CLAIMS EXPENSES DISCLOSURE – FIRST DOLLAR CLAIMS EXPENSES COVERAGE**

This endorsement modifies insurance provided under the following:

**HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY  
CLAIMS MADE AND REPORTED INSURANCE**

I hereby acknowledge and understand that **Claims Expenses** may reduce and completely exhaust the Limit of Liability. If **Claims Expenses** exhaust the Limit of Liability, the Insurer shall have no further obligation for **Claims Expenses** or for any judgment or settlement.

---

**Insured Signature**

---

Date

All other terms and conditions of this Policy remain unchanged.



---

Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>**

**NORTH DAKOTA DEFENSE COSTS DISCLOSURE AND CONSENT FORM**

This endorsement modifies insurance provided under the following:

**HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY  
CLAIMS MADE AND REPORTED INSURANCE**

Acting on behalf of the **Named Insured** and all **Insureds**, I hereby acknowledge, understand and agree that this Policy provides that defense costs are subject to the applicable retentions or deductibles and that defense costs may reduce and completely exhaust the Limit of Liability. If defense costs exhaust the Limit of Liability, the Insurer shall have no further obligation for any judgment or settlement or any other amounts whatsoever under this Policy. Defense costs pertain to reasonable and necessary legal fees incurred by or on behalf of the **Insureds** in defending, settling, appealing or investigating a claim, to the extent that such fees are covered under the **Underlying Coverage** and not otherwise excluded by the terms, conditions or endorsements of this Policy.

**NAMED INSURED:**

By: \_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Printed Name

## **Have a complaint or need help?**

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

### **Beazley USA Services, Inc. (on behalf of one or more Beazley Group insurers)**

To get information or file a complaint with your insurance company or HMO:

**Call: Compliance Department at 1-860-677-3700**

**Toll Free: 1-866-623-2953**

Online: [www.beazley.com](http://www.beazley.com)

Email: [us.complaints@beazley.com](mailto:us.complaints@beazley.com)

Mail: 30 Batterson Park Road  
Farmington, CT 06032

### **The Texas Department of Insurance**

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Mail:  
MC 111-1A  
P.O. Box 149091  
Austin, TX 78714-9091

## **¿Tiene una queja o necesita ayuda?**

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

### **Beazley USA Services, Inc. (on behalf of one or more Beazley Group insurers)**

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

**Llame a: Compliance Department al 1-860-677-3700**

**Teléfono gratuito: 1-866-623-2953**

En línea: [www.beazley.com](http://www.beazley.com)

Correo electrónico: [us.complaints@beazley.com](mailto:us.complaints@beazley.com)

Dirección postal: 30 Batterson Park Road  
Farmington, CT 06032

### **El Departamento de Seguros de Texas**

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Correo electrónico: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Dirección postal: MC 111-1A  
P.O. Box 149091  
Austin, TX 78714-9091

**NOTIFICATION OF THE AVAILABILITY OF LOSS CONTROL INFORMATION/SERVICES - TEXAS**

Beazley Insurance Company, Inc. is committed to providing loss control information and services to its Texas policyholders at no charge in an effort to prevent and reduce potential claims.

To obtain information or to request services, you may call:

**Jennifer Englund  
Compliance  
1-866-623-2953**

You may also request this information by writing to:

**Beazley Insurance Company, Inc.  
30 Batterson Park Road  
Farmington, Connecticut 06032**

**Attn: Jennifer Englund  
Compliance**

## **POLICYHOLDER NOTICE – VIRGINIA**

### **IMPORTANT INFORMATION REGARDING YOUR INSURANCE**

In the event you need to contact someone about this insurance for any reason, please contact your agent. If no agent was involved in the sale of this insurance, or if you have additional questions, you may contact the insurance company issuing this insurance at the following address and telephone number:

**Beazley Insurance Company, Inc.  
Compliance Department  
30 Batterson Park Road  
Farmington, CT 06032  
Tel: (860) 677-3700  
Fax: (860) 679-0247**

If you have been unable to contact or obtain satisfaction from the Insurer or the agent, you may contact the Virginia State Corporation Commissions Bureau of Insurance at:

**Virginia State Corporation Commissions Bureau of Insurance  
P.O. Box 1157  
Richmond, Virginia 23218  
Toll Free Phone: (Virginia Only) 1-800-552-7945  
Ombudsman and Consumer Service Hotline Toll Free Phone:  
(Nationwide) 1-877-310-6560**

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company or the Bureau of Insurance, have your policy number available.

## **CLAIMS - MADE NOTICE – VIRGINIA**

### **IMPORTANT INFORMATION REGARDING YOUR INSURANCE**

This Policy is a claims-made liability insurance policy. Please read this Policy carefully to understand the coverage. There are certain circumstances in which the named insured must be provided the opportunity to purchase an extended reporting period for reporting Claims. These are explained in this Policy. If you have any questions regarding the cost of an extended reporting period or the available options under the extended reporting period, please contact your broker.

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>**

**OPTIONAL EXTENSION PERIOD NOTICE -- VIRGINIA**

This endorsement modifies insurance provided under the following:

**HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY  
CLAIMS MADE AND REPORTED INSURANCE**

**NOTICE:** You have purchased a claims-made liability insurance policy. Please read this policy carefully to understand your coverage. There are certain circumstances in which you must be provided the opportunity to purchase an extended reporting period for reporting claims. These are explained in your policy. If you have any questions regarding the cost of an extended reporting period or the available options under the extended reporting period, please contact your insurance company or your insurance agent.

## **POLICYHOLDER NOTICE – WISCONSIN**

### **IMPORTANT NOTICE TO ALL WISCONSIN POLICYHOLDERS:**

### **KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS**

**PROBLEMS WITH YOUR INSURANCE?** – If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem. Please contact us at:

**Beazley Insurance Company, Inc.**  
**Compliance Department**  
30 Batterson Park Road  
Farmington, CT 06032  
Tel: (860) 677-3700  
Fax: (860) 679-0247

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the **OFFICE OF THE COMMISSIONER OF INSURANCE** by contacting:

**OFFICE OF THE COMMISSIONER OF INSURANCE**  
**Complaints department**  
P.O. Box 7873  
Madison, WI 53707-7873  
1-800-236-8517  
608-266-0103

## HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY CLAIMS MADE AND REPORTED INSURANCE

### NOTICE SECTION OF IMPORTANT PROVISIONS

The provisions of your policy are stated in detail in the Declarations, Schedules, Application, Policy form and endorsements which, together, comprise your Policy. IT IS IMPORTANT that you review all the provisions under your Policy carefully.

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## HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY CLAIMS MADE AND REPORTED INSURANCE

**NOTICE:** This is a Claims Made and Reported Policy. Except to such extent as may otherwise be provided herein, the coverage afforded under this insurance policy is limited to those **Claims** which are first made against the **Insured** and reported to the Underwriters during the **Policy Period**. **Damages** and **Claims Expenses** shall be applied against the Deductible. Certain words and phrases which appear in bold type have special meaning; please refer to Clause VI., Definitions. Please review the coverage afforded under this insurance policy carefully and discuss the coverage hereunder with your insurance agent or broker.

In consideration of the payment of premium and reliance upon the statements, representations and warranties made in the application which is made a part of this insurance policy (hereinafter referred to as the "Policy" or "insurance") and subject to the Limit of Liability, exclusions, conditions and other terms of this insurance, the Underwriters agree with the **Named Insured** (set forth in Item 1. of the Declarations, made a part hereof) as follows:

### I. INSURING AGREEMENTS

#### A. Coverage

##### 1. Professional Liability

The Underwriters will pay on behalf of the **Insured Damages** and **Claims Expenses** which the **Insured** shall become legally obligated to pay because of any **Claim** or **Claims** for **Bodily Injury** first made against any **Insured** during the **Policy Period** and reported to the Underwriters during the **Policy Period** or any applicable **Extended Reporting Period**, arising out of any negligent act, error or omission of the **Insured** in rendering or failing to render **Professional Services** for others, on behalf of the **Named Insured** designated in Item 1. of the Declarations, except as excluded or limited by the terms, conditions and exclusions of this Policy.

##### 2. General Liability

The Underwriters will pay on behalf of the **Insured Damages** and **Claims Expenses** which the **Insured** shall become legally obligated to pay or assumed by the **Insured** under contract because of any **Claim** or **Claims** first made against any **Insured** during the **Policy Period** and reported to the Underwriters during the **Policy Period** or any applicable **Extended Reporting Period**, for **Personal Injury**, **Property Damage** or **Advertising Liability** caused by an **Accident**, except as excluded or limited by the terms, conditions and exclusions of this Policy.

##### 3. Fire and Water Damage Legal Liability

The Underwriters will pay on behalf of the **Insured Damages** and **Claims Expenses** which the **Insured** shall become legally obligated to pay because of any **Claim** or **Claims** first made against any **Insured** during the **Policy Period** and reported to the Underwriters during the **Policy Period** or any applicable **Extended Reporting Period**, for **Property Damage** to the premises, while rented to the **Insured** or temporarily occupied by the **Insured** with permission of the owner, arising out of any one fire or any one **Water Damage** that occurs during the **Policy Period** except as excluded or limited by the terms, conditions and exclusions of this Policy.

Under no circumstances will this coverage be extended to cover First Party Property Damage or **Property Damage** to personal property.

#### 4. Medical Expenses

The Underwriters will pay medical expenses as described below for **Bodily Injury** caused by an **Accident**:

- a. On premises the **Insured** owns or rents;
- b. On ways next to the premises the **Insured** owns or rents; or
- c. Because of the **Insured's** operations;

Provided that:

- a. The **Accident** takes place in the Coverage Territory and during the **Policy Period**;
- b. The **Accident** is reported to the Underwriters during the **Policy Period**.
- c. The expenses are incurred and reported to the Underwriters within three years of the date of the **Accident**;
- d. The injured person submits to an examination, at Underwriters expense, by physicians of Underwriters choosing as often as the Underwriters reasonably require.

The Underwriters will make these payments regardless of fault. These payments will not exceed the applicable Limit of Liability stated in the Schedule. Underwriters will pay reasonable expenses for:

- a. first aid administered at the time of the **Accident**;
- b. necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- c. necessary ambulance, hospital, professional nursing and funeral services.

#### B. Defense and Settlement

1. The Underwriters shall have the right and duty to defend the **Insured** subject to the Limit of Liability, for any **Claim** first made against the **Insured** seeking payment under the terms of this insurance, even if any of the allegations of the **Claim** are groundless, false or fraudulent. The Underwriters shall choose defense counsel in conjunction with the **Insured**, but in the event of a dispute, the decision of the Underwriters is final.
2. It is agreed that the Limit of Liability available to pay **Damages** shall be reduced and may be completely exhausted by payment of **Claims Expenses**. **Damages** and **Claims Expenses** shall be applied against the Deductible set forth in Item 4. of the Declarations.
3. The Underwriters shall have the right to make any investigation they deem necessary, including, without limitation, any investigation with respect to coverage and statements made in the application.
4. If the **Insured** refuses to consent to any settlement or compromise recommended by the Underwriters and acceptable to the Claimant and elects to contest the **Claim**, the Underwriters' liability for any **Damages** and **Claims Expenses** shall not exceed the amount for which the **Claim** could have been settled, less the remaining Deductible, plus the **Claims Expenses** incurred up to the time of such refusal, or the applicable Limit of Liability, whichever is less, and

the Underwriters shall have the right to withdraw from the defense of the **Claim** by tendering control of said defense to the **Insured**.

5. Subject to the Limit of Liability of this Policy, the Underwriters shall pay all premiums on bonds to release attachments, all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish such bonds, all costs taxed against the **Insured** in any suit, all interest accruing after entry of judgment until Underwriters have paid, tendered or deposited in courts such part of such judgment as does not exceed the Underwriters' Limit of Liability.
6. Subject to the Limit of Liability of this Policy, the Underwriters shall reimburse the **Insured** for all reasonable expenses, other than loss of earnings, incurred at the Underwriters' request.
7. It is further provided that the Underwriters shall not be obligated to pay any **Damages** or **Claims Expenses**, or to undertake or continue defense of any **Claim** after the applicable Limit of Liability has been exhausted by payment of **Damages** or **Claims Expenses** or after deposit of the remaining applicable Limit of Liability in a court of competent jurisdiction, and that upon such payment, the Underwriters shall have the right to withdraw from the further defense of the **Claim** by tendering control of said defense to the **Insured**.

## II. SUPPLEMENTARY PAYMENTS – INSURING AGREEMENTS I.A.1 AND I.A.2.

1. Underwriters will pay, with respect to any **Claim** that Underwriters investigate or settle, or any **Suit** against an **Insured** that Underwriters defend:
  - a. Actual loss of earnings and reasonable expenses due to the **Insured**'s attendance at mediation meetings, arbitration proceedings, hearings and trials. The maximum the Underwriters will pay is \$500 per day for all **Insureds** and up to a total of \$10,000 for each **Claim**.
  - b. Actual loss of earnings and reasonable expenses due to the **Insured**'s attendance at a deposition. The maximum the Underwriters will pay is \$5,000 for each Deposition and up to a total of \$25,000 during any one **Policy Period**.
2. Underwriters will pay up to \$500 for each **Accident**, subject to a \$5,000 Aggregate Limit of Liability during any one **Policy Period**, for **Property Damage** occurring during the **Policy Period** to property of others in the care, custody or control of the **Insured**.

However, Underwriters will not pay for **Property Damage** to property of others in the care, custody or control of the **Insured**:

- a. Caused intentionally by any **Insured** who has reached the age of majority in the **Insured's** state; or
  - b. Who are tenants of, or residents, in the **Insured**'s premises; or
  - c. Arising out of the ownership, use, maintenance or entrustment to other of an **Automobile**, **Mobile Equipment**, watercraft or aircraft.
3. Underwriters will pay up to \$5,000, subject to a \$10,000 aggregate limit during any one **Policy Period**, for fees, costs and expenses associated with each investigation or proceedings brought by a state licensing board or other regulatory body in relation to the **Insured's Professional Services** license.

However, Underwriters will not pay any expenses or fees arising out of or resulting from criminal proceedings.

These supplementary payments will not reduce the limits of liability.

### III. PERSONS INSURED

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

- A. if the **Named Insured** designated in Item 1. of the Declarations is an individual, the person so designated but only with respect to the conduct of the business of which he or she is the sole proprietor, and the spouse of the **Named Insured** with respect to the conduct of such a business, and any employee, student, intern or volunteer worker while acting within the scope of his or her duties as such;
  - B. if the **Named Insured** designated in Item 1. of the Declarations is a partnership or joint venture, the partnership or joint venture so designated, any **Predecessor Firm**, and any partner or member thereof but only with respect to his or her liability as such and any employee, student, intern or volunteer worker while acting within the scope of his or her duties as such;
  - C. if the **Named Insured** designated in Item 1. of the Declarations is other than an individual, partnership or joint venture, the organization so designated, any **Predecessor Firm**, and any executive officer, director, stockholder, employee, student, intern, administrator or volunteer worker thereof while acting within the scope of his or her duties as such;;
  - D. any person who previously qualified as an **Insured** under C. above prior to the termination of the required relationship with the **Named Insured**, but solely with respect to:
    1. **Professional Services** performed on behalf of the **Named Insured** designated in Item 1. of the Declarations, or
    2. an **Accident** arising solely out of the **Named Insured's** operations
- occurring prior to the termination of the required relationship with the **Named Insured**;
- E. the estate, heirs, executor, administrators, assigns and legal representatives of any **Insured** in the event of the **Insured's** death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would otherwise be provided coverage under this Policy; and
  - F. An **Additional Insured**, but only as respects the vicarious liability of such individual or entity:
    1. for **Bodily Injury** caused by negligent acts, errors or omissions of the **Named Insured** otherwise covered under Insuring Agreement I.A.1. Professional Services Liability of this Policy.
    2. for **Personal Injury, Property Damage or Advertising Liability** caused by an **Accident** otherwise covered by Insuring Agreement I.A.2. General Liability of this Policy.

3. for **Property Damage** arising out of any one fire or any one **Water Damage** as covered by Insuring Agreement I.A.3. Fire and Water Damage Legal Liability of this Policy.

This Policy shall not apply to any liability arising out of the conduct of any partnership or joint venture of which the **Insured** is a partner or member and which is not designated in this Policy as a **Named Insured**.

#### IV. TERRITORY

This insurance applies to negligent acts, errors, omissions or **Accidents** which take place anywhere in the world, provided the **Claim** is first made against the **Insured** within the United States of America, its possessions and territories, - Puerto Rico and Canada.

#### V. EXCLUSIONS

##### 1. Exclusions applicable to Insuring Agreement I.A.1. Professional Liability

The coverage under this Policy does not apply to **Damages** or **Claims Expenses** incurred with respect:

- a. to any **Claim** arising out of **Personal Injury**, **Property Damage** or **Advertising Liability**, except with respect to **Bodily Injury** arising out of any negligent act, error or omission of any **Insured** in the rendering or failing to render **Professional Services**;
- b. to any **Claim** arising out of any criminal, dishonest, fraudulent or malicious act, error or omission of any **Insured**, committed with actual criminal, dishonest, fraudulent or malicious purpose or intent. However, notwithstanding the foregoing, the insurance afforded by this Policy shall apply to **Claims Expenses** incurred in defending any such **Claim**, but shall not apply to any **Damages** which the **Insured** might become legally obligated to pay;
- c. to any **Claim** arising out of or relating to any liability under any contract or agreement, whether written or oral, unless such liability would have attached to the **Insured** in the absence of such contract or agreement;
- d. to any **Claim** based upon an express or implied warranty or guarantee, or breach of contract in respect of any agreement to perform work for a fee;
- e. to any **Claim** arising out of any **Insured's** activities as a trustee, partner, officer, director or employee of any trust, charitable organization, corporation, company or business other than that of the **Named Insured**;
- f. to any **Claim** arising out of failure to pay any bond, interest on any bond, any debt, financial guarantee or debenture;
- g. to any **Claim** arising out of any financial or investment advice given, referrals, warranties, guarantees or predictions of future performance made by any **Insured** as regards specific and identifiable investment items including but not limited to personal property, real property, stocks, bonds or securities;
- h. to any **Claim** arising out of the actual or alleged publication or utterance of libel or slander or other defamatory or disparaging material, or a publication or utterance in violation of an individual's right to privacy;

- i. to any **Claim** arising out of actual or alleged plagiarism, misappropriation of likeness, breach of confidence, or misappropriation or infringement of any intellectual property right, including patent, trademark, trade secret, trade dress and copyright;
- j. to any **Claims** arising out of any negligent act, error or omission of any **Insured** in the rendering or failing to render **Professional Services**, if the **Insured** did not hold a valid license or certificate at the time of the performance of the **Professional Services**, except as provided for in Clause XXVII., Licensure.
- k. to any **Claim** arising out of any negligent act, error or omission of any **Insured** in the rendering or failing to render **Professional Services** to **Professional Athletes**.
- l. to any **Claim** arising out of any negligent act, error or omission of any **Insured** in the rendering or failing to render **Professional Services** to residents of **Nursing Homes, Assisted Living Housing and/or Independent Living Housing** facilities. However, this exclusion does not apply if the **Professional Services** provided are counseling or pastoral counseling.

## 2. Exclusions applicable to Insuring Agreement I.A.2. and Insuring Agreement I.A.3.

The coverage under this Policy does not apply to **Damages** or **Claims Expenses** incurred with respect:

- a. to any **Claim** arising out of the rendering of or failure to render **Professional Services** by any **Insured** or by any person or organization for whose acts or omissions the **Named Insured** is legally responsible;
- b. to any **Claim** arising out of **Personal Injury** or **Property Damage** resulting from the use of force expected or intended from the standpoint of the **Insured**;
- c. to any **Claim** for liability arising out of **Personal Injury** or **Property Damage** arising out of ownership, maintenance, operation, use, loading or unloading of:
  - 1. any **Automobile**, Aircraft or Watercraft owned or operated by or rented or loaned to any **Insured**; or
  - 2. any other **Automobile**, Aircraft or Watercraft operated by any person in the course of his or her employment or volunteer duties for any **Insured**;
- d. to any **Claim** arising out of **Personal Injury** or **Property Damage** arising out of:
  - 1. 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 such contest or activity; or
  - 2. the operation or use of any snowmobile, moped or motorized bicycle, or trailer designed for use therewith;
- e. to any **Claim** for **Personal Injury** or **Property Damage** arising out of and in the course of the transportation of **Mobile Equipment** by any **Automobile** owned or operated by or rented or loaned to any **Insured**;

- f. to any **Claim** arising out of **Personal Injury** to:
1. any employee or volunteer of the **Named Insured** arising out of and in the course of his employment or retention by the **Named Insured**; or
  2. the spouse, child, parent, brother or sister of the employee as a consequence of above. This exclusion applies:
    - (i) whether the **Insured** may be liable as an employer or in any other capacity; and
    - (ii) to any obligation to share **Damages** with or repay someone else who must pay **Damages** arising out of such liability;
- g. to any **Claim** arising out of **Property Damage** to:
1. property owned , rented or temporarily occupied by the **Insured** with permission of the owner, including fixtures permanently attached thereto, any costs or expenses incurred by the **Insured**, or any other person, organization, entity for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property
  2. Premises given away, sold or abandoned by the **Insured** if the **Property Damage** arises out of any part of those premises
  3. Property loaned to the **Insured**;
  4. that particular part of real property on which the **Insured** or any contractors or subcontractors working directly or indirectly on behalf of the **Insured** or temporarily occupied by the **Insured** as to premises rented to the **Insured** or temporarily occupied by the **Insured** with permission of the owner if such **Property Damage** arises out of those operations.
  5. that particular part of any property that must be restored, repaired or replaced because the **Insured**'s work was incorrectly performed on it.
- Paragraphs 1., 2. and 3. of this Exclusion does not apply to **Property Damage** to premises rented to the **Insured** or temporarily occupied by the **Insured** with permission of the owner, if such **Property Damage** arises out of fire or **Water Damage**.
- Paragraph 2. of this Exclusion does not apply if the premises are the **Insured**'s work and were never occupied, rented or held for rental by the **Insured**.
- Paragraphs 3., 4., and 5. of this Exclusion does not apply to liability assumed under a sidetrack agreement.
- h. to any **Claim** arising out of **Property Damage** to premises owned or alienated by the **Named Insured** arising out of such premises or any part thereof. However, in relation to coverage I.A.3. (Fire and Water Damage Legal Liability) this exclusion does not apply to **Property Damage** to structures or portions thereof rented to or occupied by the **Named Insured**, including fixtures permanently attached thereto, if such **Property Damage** arises out of fire or **Water Damage**;
- i. to any **Claim** arising out of loss of use of tangible property which has not been physically injured or destroyed resulting from:

1. a delay in or lack of performance by or on behalf of the **Named Insured** of any contract or agreement; or
2. the failure of the **Named Insured's Products** or work performed by or on behalf of the **Named Insured** to meet 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 the other tangible property resulting from the sudden and accidental injury to or destruction of the **Name Insured's Products** 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 the **Insured**;

- j. to any **Claim** arising out of **Property Damage** to the **Named Insured's Products**, or for the cost of inspecting, repairing or replacing any defective or allegedly defective product or part thereof or for loss of use of any defective or allegedly defective product;
- k. to any **Claim** arising out of **Property Damage** to work performed by or on behalf of the **Named Insured** arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- l. to any **Claim** arising out of the withdrawal, recall, inspection, repair, replacement or loss of life of the **Named Insured's Products** or work completed by or for the **Named Insured** or of 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;
- m. to any **Claim** arising out of **Aircraft Products**, including, but not limited to, consequential loss of use thereof resulting from **Grounding**;
- n. to any **Claim** relating to **Advertising Liability** arising out of:
  1. failure of performance of contract; provided, however, that this Exclusion shall not apply to the unauthorized appropriation of ideas based upon alleged breach of an implied contract;
  2. infringement of patent, trademark, service mark, and 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
  3. incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised.

### **3. Exclusions applicable to Insuring Agreement I.A.4. Medical Payments**

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

- a. To any **Insured**;
- b. To a person hired to do work for or on behalf of any **Insured** or a tenant of the **Insured**;
- c. To a person injured on that part of the premises the **Named Insured** owns or rents that the person normally occupies;
- d. To a person, whether or not an Employee of any **Insured**, if benefits for the **Bodily Injury** are payable or must be provided under a workers' compensation or disability benefits law or a similar law;

- e. Due to war, whether or not declared, or any act or condition incidental to war. War shall include civil war, insurrection, rebellion or revolution;
- f. Excluded under the Professional Liability Coverage; or
- g. To any prisoner.

#### 4. Exclusions applicable to all insuring agreements.

The coverage under this Policy does not apply to **Damages** or **Claims Expenses** incurred with respect:

- a. to any **Claim** made by or against or in connection with any business enterprise (including the ownership, maintenance or care of any property in connection therewith), not named in the Declarations, which is owned by any **Insured** or in which any **Insured** is a trustee, partner, officer, director or employee;
- b. to any **Claim** arising out of the Employee Retirement Income Security Act of 1974 and its amendments or any regulation or order issued pursuant thereto;
- c. to any **Claim** or circumstance which might lead to a **Claim** in respect of which any **Insured** has given notice to any insurer of any other policy or self-insurance in force prior to the effective date of this Policy;
- d. to any **Claim** or circumstance which might lead to a **Claim** known to any **Insured** prior to the inception of this Policy and not disclosed to the Underwriters at inception;
- e. to any **Claim** or circumstance that might lead to a **Claim** arising out of any negligent act, error or omission or **Accident** which first took place, or is alleged to have taken place, prior to the Retroactive Date as set forth in Item 6. of the Declarations;
- f. to any **Claim** arising out of discrimination including but not limited to discriminatory employment practices, allegations of actual or alleged violations of civil rights or acts of discrimination based entirely or in part on the race, gender, pregnancy, national origin, religion, age or sexual orientation;
- g. to any **Claim** directly or indirectly arising out of:
  - 1. the actual, alleged or threatened discharge, dispersal, release or escape or failure to detect the presence of **Pollutants**, provided that this Exclusion shall not apply to: (i) **Personal Injury** sustained by any patient, visitor or invitee; and (ii) **Personal Injury** or **Property Damage** arising out of heat, smoke or fumes from a **Hostile Fire**;
  - 2. the manufacture, distribution, sale, resale, rebranding, installation, repair, removal, encapsulation, abatement, replacement or handling of, exposure to or testing for **Pollutants** contained in a product, carried on clothing, inhaled, transmitted in any fashion or found in any form whatsoever; or
  - 3. any governmental or regulatory directive or request that the **Insured** or anyone acting under its direction or control to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize said **Pollutants**;
- h. to any **Claim** arising out of the insolvency or bankruptcy of any **Insured** or of any other entity including but not limited to the failure, inability, or unwillingness to pay **Claims**,

losses or benefits due to the insolvency, liquidation or bankruptcy of any such individual entity;

- i. to any **Claim** arising out of or resulting from:
  1. any conduct, physical act, gesture, or spoken or written words of a sexual or physically violent nature by any **Insured**, including but not limited to, sexual intimacy (whether or not consensual), sexual molestation, sexual or physical assault or battery, sexual or physical abuse, sexual harassment or exploitation; or
  2. the **Insured's** actual or alleged negligent employment, investigation, supervision, hiring, training or retention of any **Employee**, **Insured** or person for whom the **Insured** is legally responsible and whose conduct falls within paragraph 1. above.
- j. to any **Claim** for punitive or exemplary **Damages**, or **Damages** which are a multiple of compensatory **Damages**, fines, sanctions, taxes or penalties, or the return of or reimbursement for fees, costs or expenses charged by any **Insured**;
- k. to any **Claim** arising out of **Personal Injury** to any employee or volunteer worker of the **Insured** arising out of and in the course of his employment by the **Insured**, or under any obligation for which the **Insured** or any carrier as his insurer may be liable, under any Workers' Compensation, Unemployment Compensation, Disability Benefits Law or under any similar law;
- l. to any **Claim** based upon or arising out of a violation or alleged violation of the Securities Act of 1933 as amended, or the Securities Exchange Act of 1934 as amended, or any State Blue Sky or securities law or similar state or Federal statute and any regulation or order issued pursuant to any of the foregoing statutes;
- m. to any **Claim** or actual or alleged violation of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §1961 et seq., and any amendments thereto, or any rules or regulations promulgated thereunder;
- n. to any **Claim** arising from costs of complying with physical modifications to any premises or any changes to the **Insured's** usual business operations mandated by the Americans with Disabilities Act of 1990, including any amendments, or similar federal, state or local law;
- o. to any **Claim** based upon or arising out of any actual or alleged violation of any federal, state, or local anti-trust, restraint or trade, unfair competition, or price fixing law, or any rules or regulations promulgated thereunder;
- p. to any **Claim** caused directly or indirectly, in whole or in part, by:
  1. any fungus(es) or spore(s);
  2. any substance, vapour or gas produced by or arising out of any fungus(es) or spore(s); or
  3. any materials, product, building component, building or structure that contains, harbours, nurtures or acts as a medium for any fungus(es) or spore(s);

regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to that injury or **Damages**.

For the purposes of this Exclusion, the following Definitions are added:

"Fungus(es)" includes, but is not limited to, any form of mold, mushroom or mildew.

"Spore(es)" mean any reproductive body produced by or arising out of any fungus(es).

This Exclusion shall not apply to **Claims** arising from medical research activities that would otherwise be covered hereunder;

- q. to any **Claim** based upon or arising out of any action or proceeding brought by or on behalf of any federal, state or local governmental, regulatory or administrative agency, regardless of the name in which such action or proceeding is brought, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996, the Social Security Act, 42 U.S.C. §1320a, et. seq., or similar state or federal statute, regulation or executive order promulgated thereunder. However this exclusion does not apply to those costs, fees and expenses otherwise covered under Clause II. Supplementary Payments, Paragraph 3.
- r. to any **Claim** based upon or arising out of any **Insured's** data processing services, including but not limited to:
  - 1. conversion of data from source material into media for processing on the **Insured's** electronic data processing system;
  - 2. processing of data by the **Insured** on the **Insured's** electronic data processing system; or
  - 3. design or formulation of an electronic data processing program or system;
- s. to any **Claim for Personal Injury, Property Damage or Advertising Liability** based upon or arising out of the **Named Insured's Products**;
- t. to any **Claim** based upon the manufacture, handling, sale or distribution of Phenylpropanolamine, Phenylpropanolamine Hydrochloride, PPA or any product or drug containing any of these substances;
- u. to any **Claim** arising out of any actual or alleged act, error or omission in the rendering or failing to render pharmacy services, including the manufacture, sale, distribution, handling or resale of any pharmaceuticals or drugs, whether on a wholesale, retail, over-the-counter or illegal basis;
- v. to any **Claim** based on the willful non-compliance of any **Insured** with any Food and Drug Administration (FDA) rules, regulations, and statutes found at Food and Drugs, 21 C.F.R. Chapter 1 § 1.1 to § 1299, as amended and revised, or treating a patient with drugs, medical devices, biologics or radiation-emitting products that have been disapproved or not yet approved by the FDA;
- w. to any **Claim** based upon or arising out of any **Insured** gaining any profit, remuneration or advantage to which such **Insured** was not legally entitled;
- x. to any **Claim** against any subsidiary designated in the Declarations or its past, present, or future employees, directors, officers, trustees, review board or committee members, or volunteers acting in his or her capacity as such, which are based upon, arise out of, directly or indirectly result from, are in consequence of, or in any way involve any fact, circumstance, situation, transaction, event, **Accident**, or negligent acts, errors or omissions or series of facts, circumstances, situations, transactions, events, **Accidents** or negligent acts, errors or omissions happening before the date such entity became a subsidiary;

- y. to any **Claim** relating to or arising out of asbestos, silica or lead;
- z. to any **Claim** associated with implementation of any compliance program or any policies, procedures or practices relating to participation as a provider of medical services to a managed care organization or under a healthcare benefit program, whether initiated voluntarily or pursuant to direction by, order of, or in settlement with a government body, hospital, healthcare facility or managed care organization;
  - aa. to any **Claim** based upon, arising out of, resulting from, any actual or alleged: (1) failure to obtain, effect, or maintain any form, policy, plan or program of insurance, stop loss or provider excess coverage, reinsurance, self-insurance, suretyship, or bond; (2) commingling, mishandling of or liability to pay, collect or safeguard funds; or (3) failure to collect or pay premiums, commissions, brokerage charges, fees or taxes;
  - bb. to any **Claim** brought against any **Insured** by any other **Insured** hereunder;
  - cc. to any **Claim** arising out of or resulting from the distribution of unsolicited email, direct mail or facsimiles, or telemarketing;
  - dd. to any **Claim** arising out of or resulting from the existence, emission or discharge of any electromagnetic field, electromagnetic radiation or electromagnetism that actually or allegedly affects the health, safety or condition of any person, or the environment, or that affects the value, marketability, condition or size of any property, provided this Exclusion shall not apply to any patient receiving **Professional Services** including but not limited to the medical administration of radiation therapy;
  - ee. to any **Claim** arising out of or resulting from or in relation to Acquired Immune Deficiency Syndrome (AIDS), meaning the potential or actual transmission of or exposure to Human Immunodeficiency Virus (HIV), AIDS-Related Complex (ARC), hepatitis or any other infectious disease or any complex or syndrome related thereto, or the use or misuse or confidentiality of any information relating to HIV, ARC, AIDS, hepatitis or any other infectious disease, including the failure to disclose the health status of the **Insured**;
  - ff. to any **Claim, Damages, Claims Expenses**, loss, liability, costs or expense directly or indirectly caused by, resulting from, or arising out of a **Cyber Act, Cyber Incident** or **Data Breach**, including any action taken in controlling, preventing, suppressing or remediating any **Cyber Act, Cyber Incident** or **Data Breach**.

## VI. DEFINITIONS

Wherever used in this Policy, the bolded terms have the meaning provided:

- a. **“Accident”** means an event or happening, including continuous or repeated exposure to substantially the same general harmful conditions, which involves one or more persons or entities, and which results in **Personal Injury, Property Damage or Advertising Liability** to such persons or entities.
- b. **“Additional Insured”** means:
  - 1. any natural person or entity that the **Named Insured** has expressly agreed in writing to add as an **Additional Insured** under this policy in the Certificate of Insurance provided by Underwriters prior to the commission of any act for which such person or entity would be provided coverage for under this Policy, but only to the extent the **Named Insured** would have been liable and coverage would

have been afforded under the terms and conditions of this Policy had such **Claim** been made against the **Named Insured**; and

2. any other person or entity added as an **Additional Insured** by endorsement to this Policy
- c. **"Advertising Liability"** means injury arising out of one or more of the following, committed in the course of the **Insured's** advertising activities:
1. libel, slander or defamation;
  2. infringement of copyright, title slogan, trade dress, or advertising idea;
  3. piracy or idea misappropriation under an implied contract; or
  4. invasion of right of privacy, subject always to Exclusion V.4.q.
- d. **"Aircraft Products"** means any aircraft whether or not heavier than air (including spacecraft and missiles) and any ground support, guidance, control or communications equipment used in connection therewith, and also includes parts, supplies, or equipment installed in or on or used in connection with aircraft, including tools, training aids, instructions, manuals, blue prints and other data, engineering and other advice, services and labor used in the operation, maintenance or manufacture of such products.
- e. **"Assisted Living Housing and/or Independent Living Housing"** means any residential apartment, home, condominium or other dwelling wherein an individual or group(s) of individuals receive personalized supportive services and health care designed to meet the needs of those who need help with activities of daily living.
- f. **"Automobile"** means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include **Mobile Equipment**, as hereinafter defined.
- g. **"Bodily Injury"** means physical injury (including death at any time resulting therefrom), mental injury, mental illness, mental anguish, humiliation, emotional upset, shock, sickness, disease or disability.
- h. **"Claim"** means a written notice received by any **Insured** of an intention to hold the **Insured** responsible for compensation for **Damages**, including the service of suit or institution of arbitration proceedings against the **Insured**.
- i. **"Claims Expenses"** means:
1. reasonable and customary fees charged by an attorney(s) designated and agreed by the Underwriters in consultation with the **Insured**, but subject always to the Underwriters' final decision; and
  2. all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **Claim**, if incurred by the Underwriters, or by the **Insured** with the written consent of the Underwriters.

**Claims Expenses** does not include any salary, overhead or other charges by the **Insured** for any time spent in co-operating in the defense and investigation of any **Claim** or circumstance which might lead to a **Claim** notified under this insurance.

- j. **“Cyber Act”** means any actual or alleged unauthorized, malicious or criminal act or series of related unauthorized malicious or criminal acts, or the threat or hoax thereof, regardless of time and place, involving access to, processing of, disclosure of, use of, suspension of or operation of any **Computer System** or **Data**.
- k. **“Cyber Incident”** means:
1. any actual or alleged error, omission or accident, or series of related errors, omissions or accidents, involving any **Computer System**;
  2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**; or
  3. any actual or alleged violation of any **Privacy Law** in relation to **Data**.
- l. **“Computer System”** means computer, hardware, software, communications system, electronic device (including, but not limited to, any smart phone, laptop, tablet or wearable device), server, cloud or microcontroller, including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the **Insured** or any other party.
- m. **“Damages”** means a civil monetary judgment, award or settlement and does not include:
1. the restitution of compensation and expenses paid to the **Insured** for services and goods; and
  2. judgments or awards deemed uninsurable by law.
- n. **“Data Breach”** means the actual or alleged theft, loss or unauthorized disclosure of **Data** that is in the care, custody or control of the **Insured** or a third party for whose theft, loss or unauthorized disclosure of **Data** the **Insured** is liable.
- o. **“Data”** means any information, facts, concepts or code that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.
- p. **“Extended Reporting Period”**, if applicable, means the period of time stated in item 7. the Declarations page after the end of the **Policy Period** for reporting **Claims**, arising out of negligent acts, errors or omissions or **Accidents** which take place prior to the end of the **Policy Period** but subsequent to the Retroactive Date identified in Item 6. of the Declarations.
- q. **“Grounding”** means the withdrawal of one or more aircraft from flight operations or the imposition of speed, passenger or load restrictions on such aircraft because of the existence of or alleged existence of a defect, fault or conditions in any **Aircraft Product**.
- r. **“Health and Fitness Professional”** is a professional who is licensed and/or certified to work in any of a wide range of professions in relation to healthcare or its related services, other than nursing, pharmacy and medicine. **Health and Fitness Professional** does not include services such as a physician, physician assistant, surgeon, dentist, osteopath, podiatrist, orthodontist, chiropractor, psychiatrist, psychologist, pharmacist, EMT, nurse, nurse practitioner, midwife, engineer, engineering consultant, safety inspector, jobsite

safety trainer or consultant, environmental inspector or consultant or other services excluded by endorsement to this Policy.

- s. **"Hostile Fire"** means a fire which becomes uncontrollable or breaks out from where it was intended to be.
- t. **"Mobile Equipment"** means a land vehicle (including any attached machinery or apparatus) whether or not self-propelled:
  - 1. not subject to motor vehicle registration;
  - 2. maintained for use exclusively on premises owned by or rented to the **Named Insured**, including the ways immediately adjoining;
  - 3. designed for use principally off public roads; or
  - 4. 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:
    - (i) power cranes, shovels, loaders, diggers and drills;
    - (ii) concrete mixers (other than the mix-in-transit type), graders, scrapers, rollers and on the road construction or repair equipment;
    - (iii) air-compressors, pumps and generators including spraying, welding and building cleaning equipment; or
    - (iv) geophysical exploration and well servicing equipment.
- u. **"Named Insured"** means the entity or person who, as a **Health and Fitness Professional**, is identified in Item 1. of the Declarations and who is a Specified Member of the Risk Purchasing Group identified in the Declarations.
- v. **"Named Insured's Products"** means goods or products manufactured, sold, handled or distributed by the **Named Insured** or by others trading under its name including but not limited to vitamins, dietary supplements, performance enhancing drugs and automated external defibrillators. **Named Insured's Products** includes any container thereof (other than a vehicle), but shall not include a vending machine or any property, other than such container rented to or located for use of others but not sold.
- w. **"Nursing Home"** means a residence or dwelling that provides rooms, meals and help with the daily living activities and recreation for residents who have physical or mental problems that keep them from living on their own and who require daily assistance.
- x. **"Personal Injury"** means:
  - 1. **Bodily Injury**;
  - 2. false arrest, false imprisonment, wrongful eviction, detention or malicious prosecution;
  - 3. libel, slander, defamation of character or invasion of right of privacy, unless arising out any advertising activities; or

4. 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.
- y. **"Policy Period"** means the period of time between the inception date and the effective date of termination, expiration or cancellation of this insurance shown in Item 2. of the Declarations and specifically excludes any **Extended Reporting Period**.
- z. **"Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to asbestos and/or lead (or products containing asbestos and/or lead whether or not the asbestos and/or lead is or was at any time airborne as a fibre or particle, contained in a product, carried on clothing, inhaled, transmitted in any fashion or found in any form whatsoever), smoke, vapour, soot fumes, acids, alkalis, toxic chemicals and waste (waste includes materials to be recycled, reconditioned or reclaimed).
- aa. **"Predecessor Firm"** means any sole proprietorship, partnership, corporation, professional association, limited liability corporation or limited liability partnership engaged in **Professional Services** and to whose financial assets and liabilities the **Named Insured** is the successor in interest.
- bb. **"Privacy Law"** means any law or regulation concerning the collection, use, safeguarding, handling, storage, retention or destruction of information.
- cc. **"Professional Athlete"** means an individual or group(s) of individuals who have been paid \$25,000 or more per year in the past 36 months, or is likely to be paid \$25,000 or more in the future, from a professional sports organization, club or team for the performance of athletic activities.
- dd. **"Professional Services"** means those professional services performed by the **Insured** as a **Health and Fitness Professional** and listed in the Application, prior written approval from the Underwriters. **Professional Services** include services as an educator or as a member of a formal accreditation, standards review or similar board or committee.
- ee. **"Property Damage"** means:
1. physical injury to or destruction of tangible property, including consequential loss of use thereof; or
  2. loss of use of tangible property which has not been physically injured or destroyed.
- ff. **"Water Damage"** means discharge, leakage or overflow of water or steam from a plumbing, heating, refrigeration or air conditioning system; or rain which enters directly into the building through open doors, windows, skylights, transoms or ventilators.

## VII. LIMIT OF LIABILITY

### A. Policy Aggregate Limit

The Policy Aggregate Limit of Liability stated in Item 3.E. of the Declarations is the Underwriters' combined total limit of liability payable under all Insuring Agreement under this Policy.

## B. Professional Liability Limit

1. The sublimit of liability stated in Item 3.A.(i). of the Declarations as "Each **Claim**" is the Underwriters' sublimit of Liability payable under Insuring Agreement I.A.1. Professional Liability.
2. The sublimit of liability stated in Item 3.A.(ii). of the Declarations is the Underwriters' aggregate sublimit of liability payable under Insuring Agreement I.A.1. Professional Liability.

## C. General Liability

1. The sublimit of liability stated in Item 3.B.(i). of the Declarations as "Each **Accident**" is the Underwriters' sublimit of liability payable under Insuring Agreement I.A.2. General Liability.
2. The sublimit of liability stated in Item 3.B.(ii). of the Declarations is the Underwriters' aggregate sublimit of liability payable under Insuring Agreement I.A.2. General Liability .

## D. Fire and Water Damage Legal Liability

The sublimit of liability stated in Item 3.C. of the Declarations is the maximum limit of Underwriters' liability for all **Damages** and **Claims Expenses** payable under Insuring Agreement I.A.3. Fire and Water Damage Legal Liability coverage resulting from any one fire/water damage.

## E. Medical Expenses

1. The sublimit of liability stated in Item 3.D.(i). of the Declarations as "Each Person" is the Underwriters' sublimit of liability payable under Insuring Agreement I.A.4. Medical Expenses.
  2. The sublimit of liability stated in Item 3.D.(ii). of the Declarations is the Underwriters' aggregate sublimit of liability payable under Insuring Agreement I.A.4. Medical Expenses
- F. The Limit of Liability for any **Extended Reporting Period** shall be part of, and not in addition to, the Underwriters' Limit of Liability for the **Policy Period**.
- G. In the event a **Claim** triggers coverage under more than one coverage section, only one Limit of Liability shall apply and the Underwriters' liability under such coverage sections combined shall not exceed the amount of the largest of the applicable Limits of Liability.

## VIII. DEDUCTIBLE

As a condition precedent to the payment by the Underwriters of any amounts due hereunder the Deductible amount stated in Item 4. of the Declarations shall be satisfied by payments by the **Insured of Damages** and/or **Claims Expenses** resulting from each **Claim** first made and reported to the Underwriters during the **Policy Period** and/or any applicable **Extended Reporting Period**. The Underwriters shall be liable only for the amounts in excess of such Deductible subject to the Underwriters' Limit of Liability in Item 3. of the Declarations. The Deductible is in addition to the Underwriters' Limit of Liability and not part thereof. The **Insured** shall make direct payments within the Deductible to appropriate parties designated by the Underwriters. The Deductible is to be uninsured, unless otherwise agreed to by the

Underwriters. Under no circumstances shall Underwriters be called upon to pay the Deductible, but the Underwriters may do so at their sole discretion. Such payment shall in no way affect the Underwriters' ability to collect the Deductible from the **Insured**. The existence of "other insurance" shall not affect or abrogate the obligation of the **Insured** to pay the Deductible as required.

In the event a **Claim** triggers coverage under more than one coverage section, only one Deductible shall apply and such Deductible shall be the largest Deductible applicable to such **Claim**.

## IX. INNOCENT INSURED

Whenever coverage under this insurance would be excluded, suspended or lost:

- A. because of Exclusion V. 1. b. or Exclusion V. 2. .b. relating to intentional, criminal, dishonest, fraudulent or malicious acts, errors or omissions by any **Insured**, and with respect to which any other **Insured** did not personally participate or personally acquiesce or remain passive after having personal knowledge thereof; or
- B. because of non-compliance with any condition relating to the giving of notice to the Underwriters with respect to which any other **Insured** shall be in default solely because of the failure to give such notice or concealment of such failure by one or more **Insureds** responsible for the loss or damage otherwise covered hereunder;

the Underwriters agree that such insurance as would otherwise be afforded under this Policy shall be paid with respect to those **Insureds** who did not personally participate in committing or personally acquiesce in or remain passive after having personal knowledge of (a) one or more of the acts, errors or omissions described in any such exclusion; or (b) such failure to give notice, provided that the condition be one with which such **Insured** can comply, and after receiving knowledge thereof, the **Insured** entitled to the benefit of Clause IX. shall comply with such condition promptly after obtaining knowledge of the failure of any other **Insured** to comply therewith.

With respect to this provision, the Underwriters' obligation to pay in such event shall be in excess of the full extent of any assets of any **Insured** to whom the exclusion applies and shall be subject to the terms, conditions and limitations of this Policy.

## X. EXTENDED REPORTING PERIOD

- A. In the event of cancellation or non-renewal of this insurance by the Underwriters, the **Named Insured** designated in Item 1. of the Declarations shall have the right to a 12, 24 or 36 month **Extended Reporting Period** for **Claims** first made against any **Insured** and reported to the Underwriters during the **Extended Reporting Period**, subject to the conditions set forth in the definition of **Extended Reporting Period** herein. In order for the **Named Insured** to invoke the **Extended Reporting Period** option, the payment of the additional premium set forth in Item 7. a., b. or c. of the Declarations for the **Extended Reporting Period** must be paid to the Underwriters within 30 days of the non-renewal or cancellation.
- B. The Limit of Liability for the **Extended Reporting Period** shall be part of, and not in addition to, the Underwriters' Limit of Liability for the **Policy Period**.
- C. The quotation by the Underwriters of a different premium or Deductible or Limit of Liability or changes in Policy language for the purpose of renewal shall not constitute a refusal to renew by the Underwriters.

- D. The right to the **Extended Reporting Period** shall not be available to the **Named Insured** where cancellation or non-renewal by the Underwriters is due to non-payment of premium or failure of an **Insured** to pay such amounts in excess of the applicable Limit of Liability or within the applicable Deductible.
- E. All notices and premium payments with respect to the **Extended Reporting Period** shall be directed to the Underwriters through the entity named in Item 8. of the Declarations.
- F. At the commencement of the **Extended Reporting Period**, the entire premium shall be deemed earned, and in the event the **Named Insured** terminates the **Extended Reporting Period** for any reason prior to its natural expiration, the Underwriters will not be liable to return any premium paid for the **Extended Reporting Period**.

## XI. OTHER INSURANCE

This insurance shall apply in excess of any other valid and collectible insurance or self-insurance available to any **Insured**, unless such other insurance is written only as specific excess insurance over the Limit of Liability of this Policy.

The insurance provided for **Property Damage** to the structures or portions thereof rented to or temporarily occupied by the **Insured**, including fixtures permanently attached thereto, where coverage is provided under Coverage I.A.3. above, shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the **Insured**.

## XII. NOTICE OF CLAIM, OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM

- A. If any **Claim** is made against the **Insured**, the **Insured** shall immediately notify the Underwriters in writing through persons named in Item 8. of the Declarations and forward every demand, notice, summons or other process received by the **Insured** or its representative. The **Insured's** duty to provide notice in accordance with this provision is a condition precedent to coverage.
- B. If during the **Policy Period** the **Insured** first becomes aware of a negligent act, error or omission or an **Accident** that could lead to a **Claim**, it must give written notice to the Underwriters through persons named in Item 8. of the Declarations during the **Policy Period** of:
  1. the specific, negligent act, error, or omission, or **Accident**;
  2. the injury or damage which may result or has resulted from the negligent act, error, or omission or **Accident**; and
  3. the circumstances by which the **Insured** first became aware of the negligent act, error or omission or **Accident**.

Any subsequent **Claim** made against the **Insured** which is the subject of the written notice shall be deemed to have been made at the time written notice was first given to the Underwriters.

- C. A **Claim** or circumstance that might lead to a **Claim** shall be considered to be reported to the Underwriters when notice is received by the Underwriters through persons named in Item 8. of the Declarations.
- D. All **Claims** arising out of the same, continuing or related negligent act, error or omission or arising out of the same, continuous or related **Accident** shall be considered a single **Claim** and deemed to have been made at the time the first of the related **Claims** is

reported to the Underwriters. Such related **Claims** shall be subject to the each **claim** Limit of Liability identified in the Declarations.

- E. In the event of non-renewal of this insurance by the Underwriters, the **Insured** shall have thirty (30) days from the expiration date of the **Policy Period** to notify the Underwriters of **Claims** made against the **Insured** during the **Policy Period** which arise out of any negligent act, error or omission or **Accident** occurring prior to the termination date of the **Policy Period** and otherwise covered by this insurance.
- F. If any **Insured** shall make any **Claim** under this Policy knowing such **Claim** to be false or fraudulent, as regards amount or otherwise, this Policy shall become null and void and all coverage hereunder shall be forfeited.

### XIII. ASSISTANCE AND CO-OPERATION OF THE INSURED

The **Insured** shall co-operate with the Underwriters in all investigations, including regarding the application and coverage under this Policy, and upon the Underwriters' request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization other than an employee of any **Insured** who may be liable to the **Insured** because of negligent acts, errors or omissions or **Accidents** with respect to which insurance is afforded under this Policy. 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 its own cost, admit liability, make any payment, assume any obligation, incur any expense, enter into any settlement, stipulate to any judgment or award or otherwise dispose of any **Claim** without the consent of the Underwriters.

### XIV. ACTION AGAINST THE UNDERWRITERS

No action shall lie against the Underwriters unless, as a condition precedent thereto, there has been full compliance with all terms of this insurance, nor until the amount of the **Insured's** obligation to pay shall have been finally determined either by judgment or award against the **Insured** after actual trial or arbitration or by written agreement of the **Insured**, the claimant and the Underwriters. No person or organization shall have any right under this insurance to join the Underwriters as a party to an action or other proceeding against the **Insured** to determine the **Insured's** liability, nor shall the Underwriters be impleaded by the **Insured** or its legal representative.

### XV. BANKRUPTCY

Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the Underwriters of their obligations hereunder.

### XVI. SUBROGATION

In the event of any payment under this insurance, the Underwriters shall be subrogated to all the **Insured's** rights of recovery against any person or organization, 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 before or after the payment of **Damages** by the Underwriters to prejudice such rights.

### XVII. CHANGES

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this insurance or estop the Underwriters from asserting any right under the terms of this insurance; nor shall the terms of this insurance be

waived or changed, except by endorsement issued to form a part of this insurance, signed by the Underwriters.

## XVIII. MERGERS AND ACQUISITIONS

- A. If during the **Policy Period**, the **Named Insured** merges or acquires an entity and
  1. the revenues of the merged or acquired entity do not exceed 10% of the **Named Insured's** annual revenues as set forth in its most recent application for insurance;
  2. the business operations of the merged or acquired entity are of a similar nature to those of the **Named Insured** as set forth in its most recent application for insurance; and
  3. the merged or acquired entity is located in the same state as the **Named Insured** or any subsidiary,

then this Policy will automatically cover the merged or acquired entity, subject to the policy terms, conditions and limitations, from the date such merger or acquisition becomes final but only for negligent acts, errors or omissions or **Accidents** that take place subsequent to the merger or acquisition. In the event the total amount of revenues of all merged and acquired entities during the **Policy Period** exceed 25% of the **Named Insured's** annual revenues as set forth in its most recent application for insurance, the above provision shall no longer apply and any further mergers or acquisitions will be subject to Paragraph B., below.

- B. In the event during the **Policy Period** the **Named Insured** merges or acquires an entity that does not fall within the criteria detailed in Paragraph A. above, or where Paragraph A. above no longer applies by virtue of the provision contained in the last sentence of Paragraph A. above, then the **Named Insured** shall be required to give written notice to the Underwriters prior to the completion of a merger or acquisition of the **Named Insured**, and the Underwriters expressly reserve the right to request additional premium and/or to apply amended terms and conditions if this insurance is to remain in force subsequent to any merger or acquisition.

## XIX. ASSIGNMENT

The interest hereunder of any **Insured** is not assignable. If the **Insured** shall die or be adjudged incompetent, this insurance shall cover the **Insured's** legal representative as the **Insured**, as would be permitted by this Policy.

## XX. CANCELLATION

### 1. For the Risk Purchasing Group

- A. This Policy may be cancelled by the Underwriters by mailing or delivering to the Risk Purchasing Group at the address shown in the Declarations written notice stating when, not less than sixty (60) days thereafter, such cancellation shall be effective. However, if the Underwriters cancel this Insurance because the Insured has failed to pay a premium when due, this Policy may be cancelled by the Underwriters by mailing a written notice of cancellation to the Risk Purchasing Group at the address shown in the Declarations stating when, not less than ten (10) days thereafter, such cancellation shall be effective. Mailing of notice shall be sufficient proof of notice.

The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery (where permitted by law) of such written notice either by the Risk Purchasing Group or by the Underwriters shall be equivalent of mailing.

- B. In the event of the cancellation of this master policy, the coverage hereunder shall run to its natural expiry date as specified in the declarations.
- C. The Risk Purchasing Group may cancel this master policy by surrender thereof to the Underwriters or by mailing or delivering to the Underwriters through the entity named in Item 8 of the Declarations, written notice stating when the cancellation shall be effective.

In such event, we will retain the pro rata proportion of the premium or 25% of the premium whichever is greater.

## 2. For the Named Insured

- A. This insurance may be cancelled by the **Named Insured** at any time by written notice or by surrender of this contract of insurance to the Underwriters through the entity named in Item 8. of the Declarations. This insurance may also be cancelled with or without the return or tender of the unearned premium by Underwriters by mailing notice of cancellation to the **Named Insured** at the last mailing address known by Underwriters. The Correspondent shall maintain proof of mailing of such notice on a recognized U.S. Post Office form and a copy of such notice shall be sent to the **Named Insured**'s producer. The mailing of such notice as aforesaid shall be sufficient proof of notice and this insurance shall terminate at the date and hour specified in such notice.
- B. Notice of cancellation must be mailed at least 30 days prior to the effective date of cancellation during the first 60 days of coverage. After coverage has been effective for 61 days or more, all notices must be mailed at least 60 days prior to the effective date of cancellation. Where cancellation is for non-payment of premium, 10 days' notice shall be given.
- C. In the event of cancellation, Underwriters shall refund the paid premium less the earned portion thereof on demand. The earned premium shall be calculated as follows: (a) If this insurance is cancelled by the **Named Insured**, Underwriters shall retain the pro rata proportion of the premium hereon, or of any minimum premium stipulated herein. (b) If this insurance is cancelled by Underwriters, Underwriters shall retain the pro rata proportion of the premium hereon, or of any minimum premium stipulated herein. The premium shall be deemed fully earned if any **Claim** under this Policy is reported to Underwriters on or before the date of cancellation.
- D. If this insurance has been in effect for 60 days, Underwriters can cancel only for one of the following reasons: (a) non-payment of premium; (b) the insurance was obtained through material misrepresentation; (c) the **Insured** violated any of the terms and conditions of the contract of insurance; (d) the risk originally accepted has measurably increased; (e) certification to the Director of Insurance of the State of Illinois of the loss of reinsurance by Underwriters which provides coverage to Underwriters for all or a substantial part of the underlying risk insured; or (f) a determination by the Director of Insurance of the State of Illinois that the continuation of this insurance could place Underwriters in violation of the insurance laws of the State of Illinois.
- E. If Underwriters elect not to renew this insurance, they will mail written notice of nonrenewal to the **Named Insured** at the last mailing address known by Underwriters. The notice of nonrenewal shall be mailed at least 60 days prior to the expiration date of this insurance. and shall state the reason for nonrenewal.

The Correspondent shall maintain proof of mailing of such notice on a recognized U.S. Post Office form and a copy of such notice shall be sent to the **Named Insured**'s producer. This paragraph shall not apply, if Underwriters have manifested their willingness to renew to the **Named Insured** and the **Named Insured** has failed to comply with the terms of the renewal offer.

## **XXI. SINGULAR FORM OF A WORD**

Whenever the singular form of a word issued, herein, the same shall include the plural when required by context.

## **XXII. ENTIRE CONTRACT**

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

## **XXIII. NUCLEAR INCIDENT EXCLUSION**

The insurance provided by this Policy does not apply:

- A. To injury sickness, disease, death or destruction:
  - 1. with respect to which an **Insured** under this Policy of insurance is also an **Insured** under a nuclear energy liability insurance issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada or would be an **Insured** under any such insurance but for its termination upon exhaustion of its limits of liability; or
  - 2. resulting from the hazardous properties of nuclear material and with respect to which (i) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (ii) the **Insured** is, or had this insurance not been issued would be, entitled to indemnity from the United States of America, or any agency thereof under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- C. To injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
  - 1. the nuclear material (i) is at any nuclear facility owned by, or operated by or on behalf of, an **Insured** or (ii) has been discharged or dispersed there from;
  - 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

3. the injury, sickness, disease, death or destruction arises out of the furnishing by an **Insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion 3. applies only to injury to or destruction of property at such nuclear facility.
- D. As used in this Section: "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 (i) containing by-product material and (ii) resulting from the operation by any person or organization of any nuclear facility under paragraph (1) or (2) thereof; "nuclear facility" means
  1. any nuclear reactor;
  2. any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing spent fuel, or (iii) handling, processing or packaging waste;
  3. any equipment or device used for the processing, fabricating or alloying of special nuclear material if any time the total amount of such material in the custody of the **Insured** at the premises were such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 of any combination thereof, or more than 250 grams of uranium 235; or
  4. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms or radioactive contamination of property.

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

#### **XXIV. LICENSURE**

- A. It is a condition of the coverage afforded under the Policy that the facilities of the **Named Insured** and any **Insured** requiring a license to practice shall be licensed in accordance with all relevant federal, state and local requirements. The **Named Insured** warrants that as of the inception date of this Policy it has secured all relevant licenses. This provision does not apply to a health and fitness student or unlicensed or uncertified **Health and Fitness Professional** who is under the direct supervision of a physician, nurse or other licensed or certified **Health and Fitness Professional**, or a teacher or who is employed at a hospital or other licensed health care provider.
- B. If, during the **Policy Period**, any **Insured's** licensure status is altered by withdrawal, revocation, denial, suspension or failure to renew, the **Named Insured** shall give written

notice of such change to Underwriters' Representative within thirty days of the change becoming effective. Following receipt of such notice, the Underwriters may elect, at their sole option, to revise any Insuring Agreements, Definitions, Exclusions, Endorsements or other Conditions of this Policy with respect to the **Insured**, with effect from such date of such withdrawal, revocation, denial, suspension or failure to renew. Such action does not waive the Underwriters' option to invoke the provisions of Clause XX of this Policy. Furthermore, the Underwriters will have no obligation to respond to any **Claim** arising out of **Professional Services** or an **Accident** which took place subsequent to the date of withdrawal, revocation, denial, suspension or failure to renew.

## **XXV. MULTIPLE INSURANCE POLICIES APPLYING TO THE SAME CLAIM**

In the event a **Claim** triggers coverage under this Policy and under any other policy issued by the Underwriters, the Underwriters' liability under this Policy and such other policy combined shall not exceed the amount of the largest of the applicable Limits of Liability.

## **XXVI. SEVERAL LIABILITY**

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

## KANSAS

### HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY CLAIMS MADE AND REPORTED INSURANCE

**NOTICE:** This is a Claims Made and Reported Policy. Except to such extent as may otherwise be provided herein, the coverage afforded under this insurance policy is limited to those **Claims** which are first made against the **Insured** and reported to the Underwriters during the **Policy Period**. **Damages** and **Claims Expenses** shall be applied against the Deductible. Certain words and phrases which appear in bold type have special meaning; please refer to Clause VI., Definitions. Please review the coverage afforded under this insurance policy carefully and discuss the coverage hereunder with your insurance agent or broker.

In consideration of the payment of premium and reliance upon the statements, representations and warranties made in the application which is made a part of this insurance policy (hereinafter referred to as the "Policy" or "insurance") and subject to the Limit of Liability, exclusions, conditions and other terms of this insurance, the Underwriters agree with the **Named Insured** (set forth in Item 1. of the Declarations, made a part hereof) as follows:

#### I. INSURING AGREEMENTS

##### A. Coverage

###### 1. Professional Liability

The Underwriters will pay on behalf of the **Insured Damages** and **Claims Expenses** which the **Insured** shall become legally obligated to pay because of any **Claim** or **Claims** for **Bodily Injury** first made against any **Insured** during the **Policy Period** and reported to the Underwriters during the **Policy Period** or any applicable **Extended Reporting Period**, arising out of any negligent act, error or omission of the **Insured** in rendering or failing to render **Professional Services** for others, on behalf of the **Named Insured** designated in Item 1. of the Declarations, except as excluded or limited by the terms, conditions and exclusions of this Policy.

###### 2. General Liability

The Underwriters will pay on behalf of the **Insured Damages** and **Claims Expenses** which the **Insured** shall become legally obligated to pay or assumed by the **Insured** under contract because of any **Claim** or **Claims** first made against any **Insured** during the **Policy Period** and reported to the Underwriters during the **Policy Period** or any applicable **Extended Reporting Period**, for **Personal Injury**, **Property Damage** or **Advertising Liability** caused by an **Accident**, except as excluded or limited by the terms, conditions and exclusions of this Policy.

###### 3. Fire and Water Damage Legal Liability

The Underwriters will pay on behalf of the **Insured Damages** and **Claims Expenses** which the **Insured** shall become legally obligated to pay because of any **Claim** or **Claims** first made against any **Insured** during the **Policy Period** and reported to the Underwriters during the **Policy Period** or any applicable **Extended Reporting Period**, for **Property Damage** to the premises, while rented to the **Insured** or temporarily occupied by the **Insured** with permission of the owner, arising out of any one fire or any one **Water Damage** that occurs during the **Policy Period** except as excluded or limited by the terms, conditions and exclusions of this Policy.

Under no circumstances will this coverage be extended to cover First Party Property Damage or **Property Damage** to personal property.

#### 4. Medical Expenses

The Underwriters will pay medical expenses as described below for **Bodily Injury** caused by an **Accident**:

- a. On premises the **Insured** owns or rents;
- b. On ways next to the premises the **Insured** owns or rents; or
- c. Because of the **Insured's** operations;

Provided that:

- a. The **Accident** takes place in the Coverage Territory and during the **Policy Period**;
- b. The **Accident** is reported to the Underwriters during the **Policy Period**.
- c. The expenses are incurred and reported to the Underwriters within three years of the date of the **Accident**;
- d. The injured person submits to an examination, at Underwriters expense, by physicians of Underwriters choosing as often as the Underwriters reasonably require.

The Underwriters will make these payments regardless of fault. These payments will not exceed the applicable Limit of Liability stated in the Schedule. Underwriters will pay reasonable expenses for:

- a. first aid administered at the time of the **Accident**;
- b. necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- c. necessary ambulance, hospital, professional nursing and funeral services.

#### B. Defense and Settlement

1. The Underwriters shall have the right and duty to defend the **Insured** subject to the Limit of Liability, for any **Claim** first made against the **Insured** seeking payment under the terms of this insurance, even if any of the allegations of the **Claim** are groundless, false or fraudulent. The Underwriters shall choose defense counsel in conjunction with the **Insured**, but in the event of a dispute, the decision of the Underwriters is final.
2. It is agreed that the Limit of Liability available to pay **Damages** shall be reduced and may be completely exhausted by payment of **Claims Expenses**. **Damages** and **Claims Expenses** shall be applied against the Deductible set forth in Item 4. of the Declarations.
3. The Underwriters shall have the right to make any investigation they deem necessary, including, without limitation, any investigation with respect to coverage and statements made in the application.
4. If the **Insured** refuses to consent to any settlement or compromise recommended by the Underwriters and acceptable to the Claimant and elects to contest the **Claim**, the Underwriters' liability for any **Damages** and **Claims**

**Expenses** shall not exceed the amount for which the **Claim** could have been settled, less the remaining Deductible, plus the **Claims Expenses** incurred up to the time of such refusal, or the applicable Limit of Liability, whichever is less, and the Underwriters shall have the right to withdraw from the defense of the **Claim** by tendering control of said defense to the **Insured**.

5. Subject to the Limit of Liability of this Policy, the Underwriters shall pay all premiums on bonds to release attachments, all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish such bonds, all costs taxed against the **Insured** in any suit, all interest accruing after entry of judgment until Underwriters have paid, tendered or deposited in courts such part of such judgment as does not exceed the Underwriters' Limit of Liability.
6. Subject to the Limit of Liability of this Policy, the Underwriters shall reimburse the **Insured** for all reasonable expenses, other than loss of earnings, incurred at the Underwriters' request.
7. It is further provided that the Underwriters shall not be obligated to pay any **Damages** or **Claims Expenses**, or to undertake or continue defense of any **Claim** after the applicable Limit of Liability has been exhausted by payment of **Damages** or **Claims Expenses** or after deposit of the remaining applicable Limit of Liability in a court of competent jurisdiction, and that upon such payment, the Underwriters shall have the right to withdraw from the further defense of the **Claim** by tendering control of said defense to the **Insured**.

## II. SUPPLEMENTARY PAYMENTS – INSURING AGREEMENTS I.A.1 AND I.A.2.

1. Underwriters will pay, with respect to any **Claim** that Underwriters investigate or settle, or any **Suit** against an **Insured** that Underwriters defend:
  - a. Actual loss of earnings and reasonable expenses due to the **Insured**'s attendance at mediation meetings, arbitration proceedings, hearings and trials. The maximum the Underwriters will pay is \$500 per day for all **Insureds** and up to a total of \$10,000 for each **Claim**.
  - b. Actual loss of earnings and reasonable expenses due to the **Insured**'s attendance at a deposition. The maximum the Underwriters will pay is \$5,000 for each Deposition and up to a total of \$25,000 during any one **Policy Period**.
2. Underwriters will pay up to \$500 for each **Accident**, subject to a \$5,000 Aggregate Limit of Liability during any one **Policy Period**, for **Property Damage** occurring during the **Policy Period** to property of others in the care, custody or control of the **Insured**.

However, Underwriters will not pay for **Property Damage** to property of others in the care, custody or control of the **Insured**:

- a. Caused intentionally by any **Insured** who has reached the age of majority in the **Insured's** state; or
- b. Who are tenants of, or residents, in the **Insured**'s premises; or
- c. Arising out of the ownership, use, maintenance or entrustment to other of an **Automobile**, **Mobile Equipment**, watercraft or aircraft.

3. Underwriters will pay up to \$5,000, subject to a \$10,000 aggregate limit during any one **Policy Period**, for fees, costs and expenses associated with each investigation or proceedings brought by a state licensing board or other regulatory body in relation to the **Insured's Professional Services** license.

However, Underwriters will not pay any expenses or fees arising out of or resulting from criminal proceedings.

These supplementary payments will not reduce the limits of liability.

### III. PERSONS INSURED

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

- A. if the **Named Insured** designated in Item 1. of the Declarations is an individual, the person so designated but only with respect to the conduct of the business of which he or she is the sole proprietor, and the spouse of the **Named Insured** with respect to the conduct of such a business, and any employee, student, intern or volunteer worker while acting within the scope of his or her duties as such;
- B. if the **Named Insured** designated in Item 1. of the Declarations is a partnership or joint venture, the partnership or joint venture so designated, any **Predecessor Firm**, and any partner or member thereof but only with respect to his or her liability as such and any employee, student, intern or volunteer worker while acting within the scope of his or her duties as such;
- C. if the **Named Insured** designated in Item 1. of the Declarations is other than an individual, partnership or joint venture, the organization so designated, any **Predecessor Firm**, and any executive officer, director, stockholder, employee, student, intern, administrator or volunteer worker thereof while acting within the scope of his or her duties as such;;
- D. any person who previously qualified as an **Insured** under C. above prior to the termination of the required relationship with the **Named Insured**, but solely with respect to:
  1. **Professional Services** performed on behalf of the **Named Insured** designated in Item 1. of the Declarations, or
  2. an **Accident** arising solely out of the **Named Insured's** operations
- E. the estate, heirs, executor, administrators, assigns and legal representatives of any **Insured** in the event of the **Insured's** death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would otherwise be provided coverage under this Policy; and
- F. An **Additional Insured**, but only as respects the vicarious liability of such individual or entity:
  1. for **Bodily Injury** caused by negligent acts, errors or omissions of the **Named Insured** otherwise covered under Insuring Agreement I.A.1. Professional Services Liability of this Policy.

2. for **Personal Injury, Property Damage or Advertising Liability** caused by an **Accident** otherwise covered by Insuring Agreement I.A.2. General Liability of this Policy.
3. for **Property Damage** arising out of any one fire or any one **Water Damage** as covered by Insuring Agreement I.A.3. Fire and Water Damage Legal Liability of this Policy.

This Policy shall not apply to any liability arising out of the conduct of any partnership or joint venture of which the **Insured** is a partner or member and which is not designated in this Policy as a **Named Insured**.

#### IV. TERRITORY

This insurance applies to negligent acts, errors, omissions or **Accidents** which take place anywhere in the world, provided the **Claim** is first made against the **Insured** within the United States of America, its possessions and territories, - Puerto Rico and Canada.

#### V. EXCLUSIONS

##### 1. Exclusions applicable to Insuring Agreement I.A.1. Professional Liability

The coverage under this Policy does not apply to **Damages** or **Claims Expenses** incurred with respect:

- a. to any **Claim** arising out of **Personal Injury, Property Damage or Advertising Liability**, except with respect to **Bodily Injury** arising out of any negligent act, error or omission of any **Insured** in the rendering or failing to render **Professional Services**;
- b. to any **Claim** arising out of any criminal, dishonest, fraudulent or malicious act, error or omission of any **Insured**, committed with actual criminal, dishonest, fraudulent or malicious purpose or intent. However, notwithstanding the foregoing, the insurance afforded by this Policy shall apply to **Claims Expenses** incurred in defending any such **Claim**, but shall not apply to any **Damages** which the **Insured** might become legally obligated to pay;
- c. to any **Claim** arising out of or relating to any liability under any contract or agreement, whether written or oral, unless such liability would have attached to the **Insured** in the absence of such contract or agreement;
- d. to any **Claim** based upon an express or implied warranty or guarantee, or breach of contract in respect of any agreement to perform work for a fee;
- e. to any **Claim** arising out of any **Insured's** activities as a trustee, partner, officer, director or employee of any trust, charitable organization, corporation, company or business other than that of the **Named Insured**;
- f. to any **Claim** arising out of failure to pay any bond, interest on any bond, any debt, financial guarantee or debenture;
- g. to any **Claim** arising out of any financial or investment advice given, referrals, warranties, guarantees or predictions of future performance made by any **Insured** as regards specific and identifiable investment items including but not limited to personal property, real property, stocks, bonds or securities;

- h. to any **Claim** arising out of the actual or alleged publication or utterance of libel or slander or other defamatory or disparaging material, or a publication or utterance in violation of an individual's right to privacy;
- i. to any **Claim** arising out of actual or alleged plagiarism, misappropriation of likeness, breach of confidence, or misappropriation or infringement of any intellectual property right, including patent, trademark, trade secret, trade dress and copyright.
- j. to any **Claims** arising out of any negligent act, error or omission of any **Insured** in the rendering or failing to render **Professional Services**, if the **Insured** did not hold a valid license or certificate at the time of the performance of the **Professional Services**, except as provided for in Clause XXVII., Licensure.
- k. to any **Claim** arising out of any negligent act, error or omission of any **Insured** in the rendering or failing to render **Professional Services** to **Professional Athletes**.
- l. to any **Claim** arising out of any negligent act, error or omission of any **Insured** in the rendering or failing to render **Professional Services** to residents of **Nursing Homes, Assisted Living Housing and/or Independent Living Housing** facilities. However, this exclusion does not apply if the **Professional Services** provided are counseling or pastoral counseling.

## 2. Exclusions applicable to Insuring Agreement I.A.2. and Insuring Agreement I.A.3.

The coverage under this Policy does not apply to **Damages** or **Claims Expenses** incurred with respect:

- a. to any **Claim** arising out of the rendering of or failure to render **Professional Services** by any **Insured** or by any person or organization for whose acts or omissions the **Named Insured** is legally responsible;
- b. to any **Claim** arising out of **Personal Injury** or **Property Damage** resulting from the use of force expected or intended from the standpoint of the **Insured**;
- c. to any **Claim** for liability arising out of **Personal Injury** or **Property Damage** arising out of ownership, maintenance, operation, use, loading or unloading of:
  - 1. any **Automobile**, Aircraft or Watercraft owned or operated by or rented or loaned to any **Insured**; or
  - 2. any other **Automobile**, Aircraft or Watercraft operated by any person in the course of his or her employment or volunteer duties for any **Insured**;
- d. to any **Claim** arising out of **Personal Injury** or **Property Damage** arising out of:
  - 1. 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 such contest or activity; or
  - 2. the operation or use of any snowmobile, moped or motorized bicycle, or trailer designed for use therewith;
- e. to any **Claim** for **Personal Injury** or **Property Damage** arising out of and in the course of the transportation of **Mobile Equipment** by any **Automobile** owned or operated by or rented or loaned to any **Insured**;

- f. to any **Claim** arising out of **Personal Injury** to:
1. any employee or volunteer of the **Named Insured** arising out of and in the course of his employment or retention by the **Named Insured**; or
  2. the spouse, child, parent, brother or sister of the employee as a consequence of above. This exclusion applies:
    - (i) whether the **Insured** may be liable as an employer or in any other capacity; and
    - (ii) to any obligation to share **Damages** with or repay someone else who must pay **Damages** arising out of such liability;
- g. to any **Claim** arising out of **Property Damage** to:
1. property owned , rented or temporarily occupied by the **Insured** with permission of the owner, including fixtures permanently attached thereto, any costs or expenses incurred by the **Insured**, or any other person, organization, entity for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property
  2. Premises given away, sold or abandoned by the **Insured** if the **Property Damage** arises out of any part of those premises
  3. Property loaned to the **Insured**;
  4. that particular part of real property on which the **Insured** or any contractors or subcontractors working directly or indirectly on behalf of the **Insured** or temporarily occupied by the **Insured** as to premises rented to the **Insured** or temporarily occupied by the **Insured** with permission of the owner if such **Property Damage** arises out of those operations.
  5. that particular part of any property that must be restored, repaired or replaced because the **Insured**'s work was incorrectly performed on it.

Paragraphs 1., 2. and 3. of this Exclusion does not apply to **Property Damage** to premises rented to the **Insured** or temporarily occupied by the **Insured** with permission of the owner, if such **Property Damage** arises out of fire or **Water Damage**.

Paragraph 2. of this Exclusion does not apply if the premises are the **Insured**'s work and were never occupied, rented or held for rental by the **Insured**.

Paragraphs 3., 4., and 5. of this Exclusion does not apply to liability assumed under a sidetrack agreement.

- h. to any **Claim** arising out of **Property Damage** to premises owned or alienated by the **Named Insured** arising out of such premises or any part thereof. However, in relation to coverage I.A.3. (Fire and Water Damage Legal Liability) this exclusion does not apply to **Property Damage** to structures or portions thereof rented to or occupied by the **Named Insured**, including fixtures permanently attached thereto, if such **Property Damage** arises out of fire or **Water Damage**;

- i. to any **Claim** arising out of loss of use of tangible property which has not been physically injured or destroyed resulting from:
    - 1. a delay in or lack of performance by or on behalf of the **Named Insured** of any contract or agreement; or
    - 2. the failure of the **Named Insured's Products** or work performed by or on behalf of the **Named Insured** to meet 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 the other tangible property resulting from the sudden and accidental injury to or destruction of the **Name Insured's Products** 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 the **Insured**;
- j. to any **Claim** arising out of **Property Damage** to the **Named Insured's Products**, or for the cost of inspecting, repairing or replacing any defective or allegedly defective product or part thereof or for loss of use of any defective or allegedly defective product;
  - k. to any **Claim** arising out of **Property Damage** to work performed by or on behalf of the **Named Insured** arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
  - l. to any **Claim** arising out of the withdrawal, recall, inspection, repair, replacement or loss of life of the **Named Insured's Products** or work completed by or for the **Named Insured** or of 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;
  - m. to any **Claim** arising out of **Aircraft Products**, including, but not limited to, consequential loss of use thereof resulting from **Grounding**;
  - n. to any **Claim** relating to **Advertising Liability** arising out of:
    - 1. failure of performance of contract; provided, however, that this Exclusion shall not apply to the unauthorized appropriation of ideas based upon alleged breach of an implied contract;
    - 2. infringement of patent, trademark, service mark, and 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
    - 3. incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised.

### **3. Exclusions applicable to Insuring Agreement I.A.4. Medical Payments**

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

- a. To any **Insured**;
- b. To a person hired to do work for or on behalf of any **Insured** or a tenant of the **Insured**;
- c. To a person injured on that part of the premises the **Named Insured** owns or rents that the person normally occupies;

- d. To a person, whether or not an Employee of any **Insured**, if benefits for the **Bodily Injury** are payable or must be provided under a workers' compensation or disability benefits law or a similar law;
- e. Due to war, whether or not declared, or any act or condition incidental to war. War shall include civil war, insurrection, rebellion or revolution;
- f. Excluded under the Professional Liability Coverage; or
- g. To any prisoner.

#### **4. Exclusions applicable to all insuring agreements.**

The coverage under this Policy does not apply to **Damages** or **Claims Expenses** incurred with respect:

- a. to any **Claim** made by or against or in connection with any business enterprise (including the ownership, maintenance or care of any property in connection therewith), not named in the Declarations, which is owned by any **Insured** or in which any **Insured** is a trustee, partner, officer, director or employee;
- b. to any **Claim** arising out of the Employee Retirement Income Security Act of 1974 and its amendments or any regulation or order issued pursuant thereto;
- c. to any **Claim** or circumstance which might lead to a **Claim** in respect of which any **Insured** has given notice to any insurer of any other policy or self-insurance in force prior to the effective date of this Policy;
- d. to any **Claim** or circumstance which might lead to a **Claim** known to any **Insured** prior to the inception of this Policy and not disclosed to the Underwriters at inception;
- e. to any **Claim** or circumstance that might lead to a **Claim** arising out of any negligent act, error or omission or **Accident** which first took place, or is alleged to have taken place, prior to the Retroactive Date as set forth in Item 6. of the Declarations;
- f. to any **Claim** arising out of discrimination including but not limited to discriminatory employment practices, allegations of actual or alleged violations of civil rights or acts of discrimination based entirely or in part on the race, gender, pregnancy, national origin, religion, age or sexual orientation;
- g. to any **Claim** directly or indirectly arising out of:
  - 1. the actual, alleged or threatened discharge, dispersal, release or escape or failure to detect the presence of **Pollutants**, provided that this Exclusion shall not apply to: (i) **Personal Injury** sustained by any patient, visitor or invitee; and (ii) **Personal Injury** or **Property Damage** arising out of heat, smoke or fumes from a **Hostile Fire**;
  - 2. the manufacture, distribution, sale, resale, rebranding, installation, repair, removal, encapsulation, abatement, replacement or handling of, exposure to or testing for **Pollutants** contained in a product, carried on clothing, inhaled, transmitted in any fashion or found in any form whatsoever; or
  - 3. any governmental or regulatory directive or request that the **Insured** or anyone acting under its direction or control to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize said **Pollutants**;

- h. to any **Claim** arising out of the insolvency or bankruptcy of any **Insured** or of any other entity including but not limited to the failure, inability, or unwillingness to pay **Claims**, losses or benefits due to the insolvency, liquidation or bankruptcy of any such individual entity;
- i. to any **Claim** arising out of or resulting from:
  - 1. any conduct, physical act, gesture, or spoken or written words of a sexual or physically violent nature by any **Insured**, including but not limited to, sexual intimacy (whether or not consensual), sexual molestation, sexual or physical assault or battery, sexual or physical abuse, sexual harassment or exploitation; or
  - 2. the **Insured's** actual or alleged negligent employment, investigation, supervision, hiring, training or retention of any **Employee**, **Insured** or person for whom the **Insured** is legally responsible and whose conduct falls within paragraph 1. above.
- j. to any **Claim** for punitive or exemplary **Damages**, or **Damages** which are a multiple of compensatory **Damages**, fines, sanctions, taxes or penalties, or the return of or reimbursement for fees, costs or expenses charged by any **Insured**;
- k. to any **Claim** arising out of **Personal Injury** to any employee or volunteer worker of the **Insured** arising out of and in the course of his employment by the **Insured**, or under any obligation for which the **Insured** or any carrier as his insurer may be liable, under any Workers' Compensation, Unemployment Compensation, Disability Benefits Law or under any similar law;
- l. to any **Claim** based upon or arising out of a violation or alleged violation of the Securities Act of 1933 as amended, or the Securities Exchange Act of 1934 as amended, or any State Blue Sky or securities law or similar state or Federal statute and any regulation or order issued pursuant to any of the foregoing statutes;
- m. to any **Claim** or actual or alleged violation of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §1961 et seq., and any amendments thereto, or any rules or regulations promulgated thereunder;
- n. to any **Claim** arising from costs of complying with physical modifications to any premises or any changes to the **Insured's** usual business operations mandated by the Americans with Disabilities Act of 1990, including any amendments, or similar federal, state or local law;
- o. to any **Claim** based upon or arising out of any actual or alleged violation of any federal, state, or local anti-trust, restraint or trade, unfair competition, or price fixing law, or any rules or regulations promulgated thereunder;
- p. to any **Claim** caused directly or indirectly, in whole or in part, by:
  - 1. any fungus(es) or spore(s);
  - 2. any substance, vapour or gas produced by or arising out of any fungus(es) or spore(s); or
  - 3. any materials, product, building component, building or structure that contains, harbours, nurtures or acts as a medium for any fungus(es) or spore(s);

regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to that injury or **Damages**.

For the purposes of this Exclusion, the following Definitions are added:

"Fungus(es)" includes, but is not limited to, any form of mold, mushroom or mildew.

"Spore(es)" mean any reproductive body produced by or arising out of any fungus(es).

This Exclusion shall not apply to **Claims** arising from medical research activities that would otherwise be covered hereunder;

- q. to any **Claim** based upon or arising out of any action or proceeding brought by or on behalf of any federal, state or local governmental, regulatory or administrative agency, regardless of the name in which such action or proceeding is brought, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996, the Social Security Act, 42 U.S.C. §1320a, et. seq., or similar state or federal statute, regulation or executive order promulgated thereunder. However this exclusion does not apply to those costs, fees and expenses otherwise covered under Clause II. Supplementary Payments, Paragraph 3.
- r. to any **Claim** based upon or arising out of any **Insured's** data processing services, including but not limited to:
  - 1. conversion of data from source material into media for processing on the **Insured's** electronic data processing system;
  - 2. processing of data by the **Insured** on the **Insured's** electronic data processing system; or
  - 3. design or formulation of an electronic data processing program or system;
- s. to any **Claim** for **Personal Injury, Property Damage or Advertising Liability** based upon or arising out of the **Named Insured's Products**;
- t. to any **Claim** based upon the manufacture, handling, sale or distribution of Phenylpropanolamine, Phenylpropanolamine Hydrochloride, PPA or any product or drug containing any of these substances;
- u. to any **Claim** arising out of any actual or alleged act, error or omission in the rendering or failing to render pharmacy services, including the manufacture, sale, distribution, handling or resale of any pharmaceuticals or drugs, whether on a wholesale, retail, over-the-counter or illegal basis;
- v. to any **Claim** based on the willful non-compliance of any **Insured** with any Food and Drug Administration (FDA) rules, regulations, and statutes found at Food and Drugs, 21 C.F.R. Chapter 1 § 1.1 to § 1299, as amended and revised, or treating a patient with drugs, medical devices, biologics or radiation-emitting products that have been disapproved or not yet approved by the FDA;
- w. to any **Claim** based upon or arising out of any **Insured** gaining any profit, remuneration or advantage to which such **Insured** was not legally entitled;
- x. to any **Claim** against any subsidiary designated in the Declarations or its past, present, or future employees, directors, officers, trustees, review board or committee members, or volunteers acting in his or her capacity as such, which are based upon, arise out of, directly or indirectly result from, are in consequence of, or in any way involve any fact, circumstance, situation, transaction, event, **Accident**, or negligent acts, errors or omissions or series of facts, circumstances, situations, transactions, events, **Accidents**

- or negligent acts, errors or omissions happening before the date such entity became a subsidiary;
- y. to any **Claim** relating to or arising out of asbestos, silica or lead;
  - z. to any **Claim** associated with implementation of any compliance program or any policies, procedures or practices relating to participation as a provider of medical services to a managed care organization or under a healthcare benefit program, whether initiated voluntarily or pursuant to direction by, order of, or in settlement with a government body, hospital, healthcare facility or managed care organization;
    - aa. to any **Claim** based upon, arising out of, resulting from, any actual or alleged: (1) failure to obtain, effect, or maintain any form, policy, plan or program of insurance, stop loss or provider excess coverage, reinsurance, self-insurance, suretyship, or bond; (2) commingling, mishandling of or liability to pay, collect or safeguard funds; or (3) failure to collect or pay premiums, commissions, brokerage charges, fees or taxes;
    - bb. to any **Claim** brought against any **Insured** by any other **Insured** hereunder;
    - cc. to any **Claim** arising out of or resulting from the distribution of unsolicited email, direct mail or facsimiles, or telemarketing;
    - dd. to any **Claim** arising out of or resulting from the existence, emission or discharge of any electromagnetic field, electromagnetic radiation or electromagnetism that actually or allegedly affects the health, safety or condition of any person, or the environment, or that affects the value, marketability, condition or size of any property, provided this Exclusion shall not apply to any patient receiving **Professional Services** including but not limited to the medical administration of radiation therapy;
    - ee. to any **Claim** arising out of or resulting from or in relation to Acquired Immune Deficiency Syndrome (AIDS), meaning the potential or actual transmission of or exposure to Human Immunodeficiency Virus (HIV), AIDS-Related Complex (ARC), hepatitis or any other infectious disease or any complex or syndrome related thereto, or the use or misuse or confidentiality of any information relating to HIV, ARC, AIDS, hepatitis or any other infectious disease, including the failure to disclose the health status of the **Insured**;
    - ff. to any **Claim, Damages, Claims Expenses**, loss, liability, costs or expense directly or indirectly caused by, resulting from, or arising out of a **Cyber Act, Cyber Incident** or **Data Breach**, including any action taken in controlling, preventing, suppressing or remediating any **Cyber Act, Cyber Incident** or **Data Breach**.

## VI. DEFINITIONS

Wherever used in this Policy, the bolded terms have the meaning provided:

- a. **“Accident”** means an event or happening, including continuous or repeated exposure to substantially the same general harmful conditions, which involves one or more persons or entities, and which results in **Personal Injury, Property Damage** or **Advertising Liability** to such persons or entities.
- b. **“Additional Insured”** means:
  - 1. any natural person or entity that the **Named Insured** has expressly agreed in writing to add as an **Additional Insured** under this policy in the Certificate of Insurance provided by Underwriters prior to the commission of any act for which

such person or entity would be provided coverage for under this Policy, but only to the extent the **Named Insured** would have been liable and coverage would have been afforded under the terms and conditions of this Policy had such **Claim** been made against the **Named Insured**; and

2. any other person or entity added as an **Additional Insured** by endorsement to this Policy
- c. **"Advertising Liability"** means injury arising out of one or more of the following, committed in the course of the **Insured's** advertising activities:
1. libel, slander or defamation;
  2. infringement of copyright, title slogan, trade dress, or advertising idea;
  3. piracy or idea misappropriation under an implied contract; or
  4. invasion of right of privacy, subject always to Exclusion V.4.q.
- d. **"Aircraft Products"** means any aircraft whether or not heavier than air (including spacecraft and missiles) and any ground support, guidance, control or communications equipment used in connection therewith, and also includes parts, supplies, or equipment installed in or on or used in connection with aircraft, including tools, training aids, instructions, manuals, blue prints and other data, engineering and other advice, services and labor used in the operation, maintenance or manufacture of such products.
- e. **"Assisted Living Housing and/or Independent Living Housing"** means any residential apartment, home, condominium or other dwelling wherein an individual or group(s) of individuals receive personalized supportive services and health care designed to meet the needs of those who need help with activities of daily living.
- f. **"Automobile"** means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include **Mobile Equipment**, as hereinafter defined.
- g. **"Bodily Injury"** means physical injury (including death at any time resulting therefrom), mental injury, mental illness, mental anguish, humiliation, emotional upset, shock, sickness, disease or disability.
- h. **"Claim"** means a written notice received by any **Insured** of an intention to hold the **Insured** responsible for compensation for **Damages**, including the service of suit or institution of arbitration proceedings against the **Insured**.
- i. **"Claims Expenses"** means:
1. reasonable and customary fees charged by an attorney(s) designated and agreed by the Underwriters in consultation with the **Insured**, but subject always to the Underwriters' final decision; and
  2. all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **Claim**, if incurred by the Underwriters, or by the **Insured** with the written consent of the Underwriters.

**Claims Expenses** does not include any salary, overhead or other charges by the **Insured** for any time spent in co-operating in the defense and investigation of any **Claim** or circumstance which might lead to a **Claim** notified under this insurance.

- j. **"Cyber Act"** means any actual or alleged unauthorized, malicious or criminal act or series of related unauthorized malicious or criminal acts, or the threat or hoax thereof, regardless of time and place, involving access to, processing of, disclosure of, use of, suspension of or operation of any **Computer System** or **Data**.
- k. **"Cyber Incident"** means:
  - 1. any actual or alleged error, omission or accident, or series of related errors, omissions or accidents, involving any **Computer System**;
  - 2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**; or
  - 3. any actual or alleged violation of any **Privacy Law** in relation to **Data**.
- l. **"Computer System"** means computer, hardware, software, communications system, electronic device (including, but not limited to, any smart phone, laptop, tablet or wearable device), server, cloud or microcontroller, including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the **Insured** or any other party.
- m. **"Damages"** means a civil monetary judgment, award or settlement and does not include:
  - 1. the restitution of compensation and expenses paid to the **Insured** for services and goods; and
  - 2. judgments or awards deemed uninsurable by law.
- n. **"Data Breach"** means the actual or alleged theft, loss or unauthorized disclosure of Data that is in the care, custody or control of the Insured or a third party for whose theft, loss or unauthorized disclosure of Data the Insured is liable.
- o. **"Data"** means any information, facts, concepts or code that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.
- p. **"Extended Reporting Period"**, if applicable, means the period of time stated in item 7. the Declarations page after the end of the **Policy Period** for reporting **Claims**, arising out of negligent acts, errors or omissions or **Accidents** which take place prior to the end of the **Policy Period** but subsequent to the Retroactive Date identified in Item 6. of the Declarations.
- q. **"Grounding"** means the withdrawal of one or more aircraft from flight operations or the imposition of speed, passenger or load restrictions on such aircraft because of the existence of or alleged existence of a defect, fault or conditions in any **Aircraft Product**.
- r. **"Health and Fitness Professional"** is a professional who is licensed and/or certified to work in any of a wide range of professions in relation to healthcare or its related services, other than nursing, pharmacy and medicine. **Health and Fitness Professional** does not include services such as a physician, physician assistant, surgeon, dentist, osteopath,

podiatrist, orthodontist, chiropractor, psychiatrist, psychologist, pharmacist, EMT, nurse, nurse practitioner, midwife, engineer, engineering consultant, safety inspector, jobsite safety trainer or consultant, environmental inspector or consultant or other services excluded by endorsement to this Policy.

- s. **"Hostile Fire"** means a fire which becomes uncontrollable or breaks out from where it was intended to be.
- t. **"Mobile Equipment"** means a land vehicle (including any attached machinery or apparatus) whether or not self-propelled:
  1. not subject to motor vehicle registration;
  2. maintained for use exclusively on premises owned by or rented to the **Named Insured**, including the ways immediately adjoining;
  3. designed for use principally off public roads; or
  4. 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:
    - (i) power cranes, shovels, loaders, diggers and drills;
    - (ii) concrete mixers (other than the mix-in-transit type), graders, scrapers, rollers and on the road construction or repair equipment;
    - (iii) air-compressors, pumps and generators including spraying, welding and building cleaning equipment; or
    - (iv) geophysical exploration and well servicing equipment.
- u. **"Named Insured"** means the entity or person who, as a **Health and Fitness Professional**, is identified in Item 1. of the Declarations and who is a Specified Member of the Risk Purchasing Group identified in the Declarations.
- v. **"Named Insured's Products"** means goods or products manufactured, sold, handled or distributed by the **Named Insured** or by others trading under its name including but not limited to vitamins, dietary supplements, performance enhancing drugs and automated external defibrillators. **Named Insured's Products** includes any container thereof (other than a vehicle), but shall not include a vending machine or any property, other than such container rented to or located for use of others but not sold.
- w. **"Nursing Home"** means a residence or dwelling that provides rooms, meals and help with the daily living activities and recreation for residents who have physical or mental problems that keep them from living on their own and who require daily assistance.
- x. **"Personal Injury"** means:
  1. **Bodily Injury**;
  2. false arrest, false imprisonment, wrongful eviction, detention or malicious prosecution;

3. libel, slander, defamation of character or invasion of right of privacy, unless arising out any advertising activities; or
  4. 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.
- y. **"Policy Period"** means the period of time between the inception date and the effective date of termination, expiration or cancellation of this insurance shown in Item 2. of the Declarations and specifically excludes any **Extended Reporting Period**.
- z. **"Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to asbestos and/or lead (or products containing asbestos and/or lead whether or not the asbestos and/or lead is or was at any time airborne as a fibre or particle, contained in a product, carried on clothing, inhaled, transmitted in any fashion or found in any form whatsoever), smoke, vapour, soot fumes, acids, alkalis, toxic chemicals and waste (waste includes materials to be recycled, reconditioned or reclaimed).
- aa. **"Predecessor Firm"** means any sole proprietorship, partnership, corporation, professional association, limited liability corporation or limited liability partnership engaged in **Professional Services** and to whose financial assets and liabilities the **Named Insured** is the successor in interest.
- bb. **"Privacy Law"** means any law or regulation concerning the collection, use, safeguarding, handling, storage, retention or destruction of information.
- cc. **"Professional Athlete"** means an individual or group(s) of individuals who have been paid \$25,000 or more per year in the past 36 months, or is likely to be paid \$25,000 or more in the future, from a professional sports organization, club or team for the performance of athletic activities.
- dd. **"Professional Services"** means those professional services performed by the **Insured** as a **Health and Fitness Professional** and listed in the Application, prior written approval from the Underwriters. **Professional Services** include services as an educator or as a member of a formal accreditation, standards review or similar board or committee.
- ee. **"Property Damage"** means:
1. physical injury to or destruction of tangible property, including consequential loss of use thereof; or
  2. loss of use of tangible property which has not been physically injured or destroyed.
- ff. **"Water Damage"** means discharge, leakage or overflow of water or steam from a plumbing, heating, refrigeration or air conditioning system; or rain which enters directly into the building through open doors, windows, skylights, transoms or ventilators.

## VII. LIMIT OF LIABILITY

### A. Policy Aggregate Limit

The Policy Aggregate Limit of Liability stated in Item 3.E. of the Declarations is the Underwriters' combined total limit of liability payable under all Insuring Agreement under this Policy.

#### B. Professional Liability Limit

1. The sublimit of liability stated in Item 3.A.(i). of the Declarations as "Each **Claim**" is the Underwriters' sublimit of Liability payable under Insuring Agreement I.A.1. Professional Liability.
2. The sublimit of liability stated in Item 3.A.(ii). of the Declarations is the Underwriters' aggregate sublimit of liability payable under Insuring Agreement I.A.1. Professional Liability.

#### C. General Liability

1. The sublimit of liability stated in Item 3.B.(i). of the Declarations as "Each **Accident**" is the Underwriters' sublimit of liability payable under Insuring Agreement I.A.2. General Liability.
2. The sublimit of liability stated in Item 3.B.(ii). of the Declarations is the Underwriters' aggregate sublimit of liability payable under Insuring Agreement I.A.2. General Liability .

#### D. Fire and Water Damage Legal Liability

The sublimit of liability stated in Item 3.C. of the Declarations is the maximum limit of Underwriters' liability for all **Damages** and **Claims Expenses** payable under Insuring Agreement I.A.3. Fire and Water Damage Legal Liability coverage resulting from any one fire/water damage.

#### E. Medical Expenses

1. The sublimit of liability stated in Item 3.D.(i). of the Declarations as "Each Person" is the Underwriters' sublimit of liability payable under Insuring Agreement I.A.4. Medical Expenses.
  2. The sublimit of liability stated in Item 3.D.(ii). of the Declarations is the Underwriters' aggregate sublimit of liability payable under Insuring Agreement I.A.4. Medical Expenses
- F. The Limit of Liability for any **Extended Reporting Period** shall be part of, and not in addition to, the Underwriters' Limit of Liability for the **Policy Period**.
- G. In the event a **Claim** triggers coverage under more than one coverage section, only one Limit of Liability shall apply and the Underwriters' liability under such coverage sections combined shall not exceed the amount of the largest of the applicable Limits of Liability.

### VIII. DEDUCTIBLE

As a condition precedent to the payment by the Underwriters of any amounts due hereunder the Deductible amount stated in Item 4. of the Declarations shall be satisfied by payments by the **Insured** of **Damages** and/or **Claims Expenses** resulting from each **Claim** first made and reported to the Underwriters during the **Policy Period** and/or any applicable **Extended**

**Reporting Period.** The Underwriters shall be liable only for the amounts in excess of such Deductible subject to the Underwriters' Limit of Liability in Item 3. of the Declarations. The Deductible is in addition to the Underwriters' Limit of Liability and not part thereof. The **Insured** shall make direct payments within the Deductible to appropriate parties designated by the Underwriters. The Deductible is to be uninsured, unless otherwise agreed to by the Underwriters. Under no circumstances shall Underwriters be called upon to pay the Deductible, but the Underwriters may do so at their sole discretion. Such payment shall in no way affect the Underwriters' ability to collect the Deductible from the **Insured**. The existence of "other insurance" shall not affect or abrogate the obligation of the **Insured** to pay the Deductible as required.

In the event a **Claim** triggers coverage under more than one coverage section, only one Deductible shall apply and such Deductible shall be the largest Deductible applicable to such **Claim**.

## IX. INNOCENT INSURED

Whenever coverage under this insurance would be excluded, suspended or lost:

- A. because of Exclusion V. 1. b. or Exclusion V. 2. .b. relating to intentional, criminal, dishonest, fraudulent or malicious acts, errors or omissions by any **Insured**, and with respect to which any other **Insured** did not personally participate or personally acquiesce or remain passive after having personal knowledge thereof; or
- B. because of non-compliance with any condition relating to the giving of notice to the Underwriters with respect to which any other **Insured** shall be in default solely because of the failure to give such notice or concealment of such failure by one or more **Insureds** responsible for the loss or damage otherwise covered hereunder;

the Underwriters agree that such insurance as would otherwise be afforded under this Policy shall be paid with respect to those **Insureds** who did not personally participate in committing or personally acquiesce in or remain passive after having personal knowledge of (a) one or more of the acts, errors or omissions described in any such exclusion; or (b) such failure to give notice, provided that the condition be one with which such **Insured** can comply, and after receiving knowledge thereof, the **Insured** entitled to the benefit of Clause IX. shall comply with such condition promptly after obtaining knowledge of the failure of any other **Insured** to comply therewith.

With respect to this provision, the Underwriters' obligation to pay in such event shall be in excess of the full extent of any assets of any **Insured** to whom the exclusion applies and shall be subject to the terms, conditions and limitations of this Policy.

## X. EXTENDED REPORTING PERIOD

- A. In the event of cancellation or non-renewal of this insurance by the Underwriters, the **Named Insured** designated in Item 1. of the Declarations shall have the right to a 12, 24 or 36 month **Extended Reporting Period** for **Claims** first made against any **Insured** and reported to the Underwriters during the **Extended Reporting Period**, subject to the conditions set forth in the definition of **Extended Reporting Period** herein. In order for the **Named Insured** to invoke the **Extended Reporting Period** option, the payment of the additional premium set forth in Item 7. a., b. or c. of the Declarations for the **Extended Reporting Period** must be paid to the Underwriters within 30 days of the non-renewal or cancellation.
- B. The Limit of Liability for the **Extended Reporting Period** shall be part of, and not in addition to, the Underwriters' Limit of Liability for the **Policy Period**.

- C. The quotation by the Underwriters of a different premium or Deductible or Limit of Liability or changes in Policy language for the purpose of renewal shall not constitute a refusal to renew by the Underwriters.
- D. The right to the **Extended Reporting Period** shall not be available to the **Named Insured** where cancellation or non-renewal by the Underwriters is due to non-payment of premium or failure of an **Insured** to pay such amounts in excess of the applicable Limit of Liability or within the applicable Deductible.
- E. All notices and premium payments with respect to the **Extended Reporting Period** shall be directed to the Underwriters through the entity named in Item 8. of the Declarations.
- F. At the commencement of the **Extended Reporting Period**, the entire premium shall be deemed earned, and in the event the **Named Insured** terminates the **Extended Reporting Period** for any reason prior to its natural expiration, the Underwriters will not be liable to return any premium paid for the **Extended Reporting Period**.

## XI. OTHER INSURANCE

This insurance shall apply in excess of any other valid and collectible insurance or self-insurance available to any **Insured**, unless such other insurance is written only as specific excess insurance over the Limit of Liability of this Policy.

The insurance provided for **Property Damage** to the structures or portions thereof rented to or temporarily occupied by the **Insured**, including fixtures permanently attached thereto, where coverage is provided under Coverage I.A.3. above, shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the **Insured**.

## XII. NOTICE OF CLAIM, OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM

- A. If any **Claim** is made against the **Insured**, the **Insured** shall immediately notify the Underwriters in writing through persons named in Item 8. of the Declarations and forward every demand, notice, summons or other process received by the **Insured** or its representative. The **Insured's** duty to provide notice in accordance with this provision is a condition precedent to coverage.
- B. If during the **Policy Period** the **Insured** first becomes aware of a negligent act, error or omission or an **Accident** that could lead to a **Claim**, it must give written notice to the Underwriters through persons named in Item 8. of the Declarations during the **Policy Period** of:
  1. the specific, negligent act, error, or omission, or **Accident**;
  2. the injury or damage which may result or has resulted from the negligent act, error, or omission or **Accident**; and
  3. the circumstances by which the **Insured** first became aware of the negligent act, error or omission or **Accident**.

Any subsequent **Claim** made against the **Insured** which is the subject of the written notice shall be deemed to have been made at the time written notice was first given to the Underwriters.

- C. A **Claim** or circumstance that might lead to a **Claim** shall be considered to be reported to the Underwriters when notice is received by the Underwriters through persons named in Item 8. of the Declarations.
- D. All **Claims** arising out of the same, continuing or related negligent act, error or omission or arising out of the same, continuous or related **Accident** shall be considered a single **Claim** and deemed to have been made at the time the first of the related **Claims** is reported to the Underwriters. Such related **Claims** shall be subject to the each **claim** Limit of Liability identified in the Declarations.
- E. In the event of non-renewal of this insurance by the Underwriters, the **Insured** shall have thirty (30) days from the expiration date of the **Policy Period** to notify the Underwriters of **Claims** made against the **Insured** during the **Policy Period** which arise out of any negligent act, error or omission or **Accident** occurring prior to the termination date of the **Policy Period** and otherwise covered by this insurance.
- F. If any **Insured** shall make any **Claim** under this Policy knowing such **Claim** to be false or fraudulent, as regards amount or otherwise, this Policy shall become null and void and all coverage hereunder shall be forfeited.

### XIII. ASSISTANCE AND CO-OPERATION OF THE INSURED

The **Insured** shall co-operate with the Underwriters in all investigations, including regarding the application and coverage under this Policy, and upon the Underwriters' request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization other than an employee of any **Insured** who may be liable to the **Insured** because of negligent acts, errors or omissions or **Accidents** with respect to which insurance is afforded under this Policy. 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 its own cost, admit liability, make any payment, assume any obligation, incur any expense, enter into any settlement, stipulate to any judgment or award or otherwise dispose of any **Claim** without the consent of the Underwriters.

### XIV. ACTION AGAINST THE UNDERWRITERS

No action shall lie against the Underwriters unless, as a condition precedent thereto, there has been full compliance with all terms of this insurance, nor until the amount of the **Insured's** obligation to pay shall have been finally determined either by judgment or award against the **Insured** after actual trial or arbitration or by written agreement of the **Insured**, the claimant and the Underwriters. No person or organization shall have any right under this insurance to join the Underwriters as a party to an action or other proceeding against the **Insured** to determine the **Insured's** liability, nor shall the Underwriters be impleaded by the **Insured** or its legal representative.

### XV. BANKRUPTCY

Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the Underwriters of their obligations hereunder.

### XVI. SUBROGATION

In the event of any payment under this insurance, the Underwriters shall be subrogated to all the **Insured's** rights of recovery against any person or organization, 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 before or after the payment of **Damages** by the Underwriters to prejudice such rights.

## XVII. CHANGES

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this insurance or estop the Underwriters from asserting any right under the terms of this insurance; nor shall the terms of this insurance be waived or changed, except by endorsement issued to form a part of this insurance, signed by the Underwriters.

## XVIII. MERGERS AND ACQUISITIONS

- A. If during the **Policy Period**, the **Named Insured** merges or acquires an entity and
  1. the revenues of the merged or acquired entity do not exceed 10% of the **Named Insured's** annual revenues as set forth in its most recent application for insurance;
  2. the business operations of the merged or acquired entity are of a similar nature to those of the **Named Insured** as set forth in its most recent application for insurance; and
  3. the merged or acquired entity is located in the same state as the **Named Insured** or any subsidiary,

then this Policy will automatically cover the merged or acquired entity, subject to the policy terms, conditions and limitations, from the date such merger or acquisition becomes final but only for negligent acts, errors or omissions or **Accidents** that take place subsequent to the merger or acquisition. In the event the total amount of revenues of all merged and acquired entities during the **Policy Period** exceed 25% of the **Named Insured's** annual revenues as set forth in its most recent application for insurance, the above provision shall no longer apply and any further mergers or acquisitions will be subject to Paragraph B., below.

- B. In the event during the **Policy Period** the **Named Insured** merges or acquires an entity that does not fall within the criteria detailed in Paragraph A. above, or where Paragraph A. above no longer applies by virtue of the provision contained in the last sentence of Paragraph A. above, then the **Named Insured** shall be required to give written notice to the Underwriters prior to the completion of a merger or acquisition of the **Named Insured**, and the Underwriters expressly reserve the right to request additional premium and/or to apply amended terms and conditions if this insurance is to remain in force subsequent to any merger or acquisition.

## XIX. ASSIGNMENT

The interest hereunder of any **Insured** is not assignable. If the **Insured** shall die or be adjudged incompetent, this insurance shall cover the **Insured's** legal representative as the **Insured**, as would be permitted by this Policy.

## XX. CANCELLATION

### 1. For the Risk Purchasing Group

- A. This Policy may be cancelled by the Underwriters by mailing or delivering to the Risk Purchasing Group at the address shown in the Declarations written notice stating when, not less than sixty (60) days thereafter, such cancellation shall be effective. However, if the Underwriters cancel this Insurance because the Insured has failed to pay a premium when due, this Policy may be cancelled by the Underwriters by mailing a written notice of cancellation to the Risk Purchasing Group at the address shown in the Declarations stating when, not less than ten (10) days thereafter, such cancellation shall be effective. Mailing of notice shall be sufficient proof of notice.

The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery (where permitted by law) of such written notice either by the Risk Purchasing Group or by the Underwriters shall be equivalent of mailing.

- B. In the event of the cancellation of this master policy, the coverage hereunder shall run to its natural expiry date as specified in the declarations.
- C. The Risk Purchasing Group may cancel this master policy by surrender thereof to the Underwriters or by mailing or delivering to the Underwriters through the entity named in Item 8 of the Declarations, written notice stating when the cancellation shall be effective.

In such event, we will retain the pro rata proportion of the premium

## 2. For the Named Insured

- A. This insurance may be cancelled by the **Named Insured** at any time by written notice or by surrender of this contract of insurance to the Underwriters through the entity named in Item 8. of the Declarations. This insurance may also be cancelled with or without the return or tender of the unearned premium by Underwriters by mailing notice of cancellation to the **Named Insured** at the last mailing address known by Underwriters. The Correspondent shall maintain proof of mailing of such notice on a recognized U.S. Post Office form and a copy of such notice shall be sent to the **Named Insured's** producer. The mailing of such notice as aforesaid shall be sufficient proof of notice and this insurance shall terminate at the date and hour specified in such notice.
- B. Notice of cancellation must be mailed at least 30 days prior to the effective date of cancellation during the first 60 days of coverage. After coverage has been effective for 61 days or more, all notices must be mailed at least 60 days prior to the effective date of cancellation. Where cancellation is for non-payment of premium, 10 days' notice shall be given.
- C. In the event of cancellation, Underwriters shall refund the paid premium less the earned portion thereof on demand. The earned premium shall be calculated as follows: (a) If this insurance is cancelled by the **Named Insured**, Underwriters shall retain the pro rata proportion of the premium hereon, or of any minimum premium stipulated herein. (b) If this insurance is cancelled by Underwriters, Underwriters shall retain the pro rata proportion of the premium hereon, or of any minimum premium stipulated herein. The premium shall be deemed fully earned if any **Claim** under this Policy is reported to Underwriters on or before the date of cancellation.
- D. If this insurance has been in effect for 60 days, Underwriters can cancel only for one of the following reasons: (a) non-payment of premium; (b) the insurance was obtained through material misrepresentation; (c) the **Insured** violated any of the terms and conditions of the contract of insurance; (d) the risk originally accepted has measurably increased; (e) certification to the Director of Insurance of the State of Illinois of the loss of reinsurance by Underwriters which provides

coverage to Underwriters for all or a substantial part of the underlying risk insured; or (f) a determination by the Director of Insurance of the State of Illinois that the continuation of this insurance could place Underwriters in violation of the insurance laws of the State of Illinois.

- E. If Underwriters elect not to renew this insurance, they will mail written notice of nonrenewal to the **Named Insured** at the last mailing address known by Underwriters. The notice of nonrenewal shall be mailed at least 60 days prior to the expiration date of this insurance, and shall state the reason for nonrenewal. The Correspondent shall maintain proof of mailing of such notice on a recognized U.S. Post Office form and a copy of such notice shall be sent to the **Named Insured's** producer. This paragraph shall not apply, if Underwriters have manifested their willingness to renew to the **Named Insured** and the **Named Insured** has failed to comply with the terms of the renewal offer

## XXI. SINGULAR FORM OF A WORD

Whenever the singular form of a word issued, herein, the same shall include the plural when required by context.

## XXII. ENTIRE CONTRACT

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

## XXIII. NUCLEAR INCIDENT EXCLUSION

The insurance provided by this Policy does not apply:

- A. To injury sickness, disease, death or destruction:
1. with respect to which an **Insured** under this Policy of insurance is also an **Insured** under a nuclear energy liability insurance issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada or would be an **Insured** under any such insurance but for its termination upon exhaustion of its limits of liability; or
  2. resulting from the hazardous properties of nuclear material and with respect to which (i) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (ii) the **Insured** is, or had this insurance not been issued would be, entitled to indemnity from the United States of America, or any agency thereof under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- C. To injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if

1. the nuclear material (i) is at any nuclear facility owned by, or operated by or on behalf of, an **Insured** or (ii) has been discharged or dispersed there from;
  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
  3. the injury, sickness, disease, death or destruction arises out of the furnishing by an **Insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion 3. applies only to injury to or destruction of property at such nuclear facility.
- D. As used in this Section: "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 (i) containing by-product material and (ii) resulting from the operation by any person or organization of any nuclear facility under paragraph (1) or (2) thereof; "nuclear facility" means
  1. any nuclear reactor;
  2. any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing spent fuel, or (iii) handling, processing or packaging waste;
  3. any equipment or device used for the processing, fabricating or alloying of special nuclear material if any time the total amount of such material in the custody of the **Insured** at the premises were such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 of any combination thereof, or more than 250 grams of uranium 235; or
  4. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms or radioactive contamination of property.

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

#### XXIV. LICENSURE

- A. It is a condition of the coverage afforded under the Policy that the facilities of the **Named Insured** and any **Insured** requiring a license to practice shall be licensed in accordance with all relevant federal, state and local requirements. The **Named Insured** that as of the inception date of this Policy it has secured all relevant licenses. This provision does not

apply to a health and fitness student or unlicensed or uncertified **Health and Fitness Professional** who is under the direct supervision of a physician, nurse or other licensed or certified **Health and Fitness Professional**, or a teacher or who is employed at a hospital or other licensed health care provider.

- B. If, during the **Policy Period**, any **Insured's** licensure status is altered by withdrawal, revocation, denial, suspension or failure to renew, the **Named Insured** shall give written notice of such change to Underwriters' Representative within thirty days of the change becoming effective. Following receipt of such notice, the Underwriters may elect, at their sole option, to revise any Insuring Agreements, Definitions, Exclusions, Endorsements or other Conditions of this Policy with respect to the **Insured**, with effect from such date of such withdrawal, revocation, denial, suspension or failure to renew. Such action does not waive the Underwriters' option to invoke the provisions of Clause XX of this Policy. Furthermore, the Underwriters will have no obligation to respond to any **Claim** arising out of **Professional Services** or an **Accident** which took place subsequent to the date of withdrawal, revocation, denial, suspension or failure to renew.

#### **XXV. MULTIPLE INSURANCE POLICIES APPLYING TO THE SAME CLAIM**

In the event a **Claim** triggers coverage under this Policy and under any other policy issued by the Underwriters, the Underwriters' liability under this Policy and such other policy combined shall not exceed the amount of the largest of the applicable Limits of Liability.

#### **XXVI. SEVERAL LIABILITY**

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

## HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY CLAIMS MADE AND REPORTED INSURANCE - TEXAS

NOTICE: THIS IS A CLAIMS MADE AND REPORTED POLICY. EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THE COVERAGE AFFORDED UNDER THIS INSURANCE POLICY IS LIMITED TO THOSE CLAIMS WHICH ARE FIRST MADE AGAINST THE INSURED AND REPORTED TO THE UNDERWRITERS DURING THE POLICY PERIOD. DAMAGES SHALL BE APPLIED AGAINST THE DEDUCTIBLE. CLAIMS EXPENSES WILL NOT REDUCE THE LIMITS OF LIABILITY. CERTAIN WORDS AND PHRASES WHICH APPEAR IN BOLD TYPE HAVE SPECIAL MEANING; PLEASE REFER TO CLAUSE VI., DEFINITIONS. PLEASE REVIEW THE COVERAGE AFFORDED UNDER THIS INSURANCE POLICY CAREFULLY AND DISCUSS THE COVERAGE HEREUNDER WITH YOUR INSURANCE AGENT OR BROKER.

In consideration of the payment of premium and reliance upon the statements, representations and warranties made in the application which is made a part of this insurance policy (hereinafter referred to as the "Policy" or "insurance") and subject to the Limit of Liability, exclusions, conditions and other terms of this insurance, the Underwriters agree with the **Named Insured** (set forth in Item 1. of the Declarations, made a part hereof) as follows:

### I. INSURING AGREEMENTS

#### A. Coverage

##### 1. Professional Liability

The Underwriters will pay on behalf of the **Insured Damages** and **Claims Expenses** which the **Insured** shall become legally obligated to pay because of any **Claim** or **Claims** for **Bodily Injury** first made against any **Insured** during the **Policy Period** and reported to the Underwriters during the **Policy Period** or any applicable **Extended Reporting Period**, arising out of any negligent act, error or omission of the **Insured** in rendering or failing to render **Professional Services** for others, on behalf of the **Named Insured** designated in Item 1. of the Declarations, except as excluded or limited by the terms, conditions and exclusions of this Policy.

##### 2. General Liability

The Underwriters will pay on behalf of the **Insured Damages** and **Claims Expenses** which the **Insured** shall become legally obligated to pay or assumed by the **Insured** under contract because of any **Claim** or **Claims** first made against any **Insured** during the **Policy Period** and reported to the Underwriters during the **Policy Period** or any applicable **Extended Reporting Period**, for **Personal Injury**, **Property Damage** or **Advertising Liability** caused by an **Accident**, except as excluded or limited by the terms, conditions and exclusions of this Policy.

##### 3. Fire and Water Damage Legal Liability

The Underwriters will pay on behalf of the **Insured Damages** and **Claims Expenses** which the **Insured** shall become legally obligated to pay because of any **Claim** or **Claims** first made against any **Insured** during the **Policy Period** and reported to the Underwriters during the **Policy Period** or any applicable **Extended Reporting Period**, for **Property Damage** to the premises, while rented to the **Insured** or temporarily occupied by the **Insured** with permission of the owner, arising out of any one fire or any one **Water Damage** that occurs during the **Policy Period** except as excluded or limited by the terms, conditions and exclusions of this Policy.

Under no circumstances will this coverage be extended to cover First Party Property Damage or **Property Damage** to personal property.

#### 4. Medical Expenses

The Underwriters will pay medical expenses as described below for **Bodily Injury** caused by an **Accident**:

- a. On premises the **Insured** owns or rents;
- b. On ways next to the premises the **Insured** owns or rents; or
- c. Because of the **Insured's** operations;

Provided that:

- a. The **Accident** takes place in the Coverage Territory and during the **Policy Period**;
- b. The **Accident** is reported to the Underwriters during the **Policy Period**.
- c. The expenses are incurred and reported to the Underwriters within three years of the date of the **Accident**;
- d. The injured person submits to an examination, at Underwriters expense, by physicians of Underwriters choosing as often as the Underwriters reasonably require.

The Underwriters will make these payments regardless of fault. These payments will not exceed the applicable Limit of Liability stated in the Schedule. Underwriters will pay reasonable expenses for:

- a. first aid administered at the time of the **Accident**;
- b. necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- c. necessary ambulance, hospital, professional nursing and funeral services.

#### B. Defense and Settlement

1. The Underwriters shall have the right and duty to defend the **Insured** for any **Claim** first made against the **Insured** seeking payment under the terms of this insurance, even if any of the allegations of the **Claim** are groundless, false or fraudulent. The Underwriters' right and duty to defend ends when the applicable Limit of Liability has been used up in the payment of **Damages** or medical expenses under the respective coverages of the Insuring Agreements. Once payment of **Damages** or medical expenses under the respective coverages of Insuring Agreements have been made, the Underwriters shall have the right to withdraw from the further defense of the **Claim** by tendering control of said defense to the **Insured**. The Underwriters shall choose defense counsel in conjunction with the **Insured**, but in the event of a dispute, the decision of the Underwriters is final.
2. It is agreed that **Damages** shall be applied against the Deductible set forth in Item 4. of the Declarations.
3. The Underwriters shall have the right to make any investigation they deem necessary, including, without limitation, any investigation with respect to coverage and statements made in the application.

4. The Underwriters shall provide written notice to the **Named Insured** of an initial offer to settle or compromise a **Claim** against an **Insured**, not less than 10 days after the date on which the offer to settle or compromise is made, unless the **Named Insured** advised the Underwriters of such initial offer to settle or compromise the **Claim**. The Underwriters shall also provide written notice to the **Named Insured** of the settlement of a **Claim** against an **Insured**, not less than 30 days after the settlement.
5. If the **Insured** refuses to consent to any settlement or compromise recommended by the Underwriters and acceptable to the Claimant and elects to contest the **Claim**, the Underwriters' liability for any **Damages** and **Claims Expenses** shall not exceed the amount for which the **Claim** could have been settled, less the remaining Deductible, plus the **Claims Expenses** incurred up to the time of such refusal, or the applicable Limit of Liability, whichever is less, and the Underwriters shall have the right to withdraw from the defense of the **Claim** by tendering control of said defense to the **Insured**.
6. Subject to the Limit of Liability of this Policy, the Underwriters shall pay all premiums on bonds to release attachments, all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish such bonds, all costs taxed against the **Insured** in any suit, all interest accruing after entry of judgment until Underwriters have paid, tendered or deposited in courts such part of such judgment as does not exceed the Underwriters' Limit of Liability.
7. Subject to the Limit of Liability of this Policy, the Underwriters shall reimburse the **Insured** for all reasonable expenses, other than loss of earnings, incurred at the Underwriters' request.
8. If Underwriters notifies a Claimant that it will pay a **Claim** or part of a **Claim** after providing notification to the Claimant of accepting the **Claim** in accordance with applicable state law and regulations, then payment of **Damages** for the **Claim** covered under this insurance shall be promptly made within 5 days after the date such notification of payment is provided to the Claimant.

## II. SUPPLEMENTARY PAYMENTS – INSURING AGREEMENTS I.A.1 AND I.A.2.

1. Underwriters will pay, with respect to any **Claim** that Underwriters investigate or settle, or any **Suit** against an **Insured** that Underwriters defend:
  - a. Actual loss of earnings and reasonable expenses due to the **Insured**'s attendance at mediation meetings, arbitration proceedings, hearings and trials. The maximum the Underwriters will pay is \$500 per day for all **Insureds** and up to a total of \$10,000 for each **Claim**.
  - b. Actual loss of earnings and reasonable expenses due to the **Insured**'s attendance at a deposition. The maximum the Underwriters will pay is \$5,000 for each Deposition and up to a total of \$25,000 during any one **Policy Period**.
2. Underwriters will pay up to \$500 for each **Accident**, subject to a \$5,000 Aggregate Limit of Liability during any one **Policy Period**, for **Property Damage** occurring during the **Policy Period** to property of others in the care, custody or control of the **Insured**.

However, Underwriters will not pay for **Property Damage** to property of others in the care, custody or control of the **Insured**:

- a. Caused intentionally by any **Insured** who has reached the age of majority in the **Insured's** state; or
  - b. Who are tenants of, or residents, in the **Insured's** premises; or
  - c. Arising out of the ownership, use, maintenance or entrustment to other of an **Automobile, Mobile Equipment**, watercraft or aircraft.
3. Underwriters will pay up to \$5,000, subject to a \$10,000 aggregate limit during any one **Policy Period**, for fees, costs and expenses associated with each investigation or proceedings brought by a state licensing board or other regulatory body in relation to the **Insured's Professional Services** license.

However, Underwriters will not pay any expenses or fees arising out of or resulting from criminal proceedings.

These supplementary payments will not reduce the limits of liability.

### III. PERSONS INSURED

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

- A. if the **Named Insured** designated in Item 1. of the Declarations is an individual, the person so designated but only with respect to the conduct of the business of which he or she is the sole proprietor, and the spouse of the **Named Insured** with respect to the conduct of such a business, and any employee, student, intern or volunteer worker while acting within the scope of his or her duties as such;
- B. if the **Named Insured** designated in Item 1. of the Declarations is a partnership or joint venture, the partnership or joint venture so designated, any **Predecessor Firm**, and any partner or member thereof but only with respect to his or her liability as such and any employee, student, intern or volunteer worker while acting within the scope of his or her duties as such;
- C. if the **Named Insured** designated in Item 1. of the Declarations is other than an individual, partnership or joint venture, the organization so designated, any **Predecessor Firm**, and any executive officer, director, stockholder, employee, student, intern, administrator or volunteer worker thereof while acting within the scope of his or her duties as such;;
- D. any person who previously qualified as an **Insured** under C. above prior to the termination of the required relationship with the **Named Insured**, but solely with respect to:
  1. **Professional Services** performed on behalf of the **Named Insured** designated in Item 1. of the Declarations, or
  2. an **Accident** arising solely out of the **Named Insured's** operationsoccurring prior to the termination of the required relationship with the **Named Insured**;
- E. the estate, heirs, executor, administrators, assigns and legal representatives of any **Insured** in the event of the **Insured's** death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would otherwise be provided coverage under this Policy; and

F. An **Additional Insured**, but only as respects the vicarious liability of such individual or entity:

1. for **Bodily Injury** caused by negligent acts, errors or omissions of the **Named Insured** otherwise covered under Insuring Agreement I.A.1. Professional Services Liability of this Policy.
2. for **Personal Injury, Property Damage** or **Advertising Liability** caused by an **Accident** otherwise covered by Insuring Agreement I.A.2. General Liability of this Policy.
3. for **Property Damage** arising out of any one fire or any one **Water Damage** as covered by Insuring Agreement I.A.3. Fire and Water Damage Legal Liability of this Policy.

This Policy shall not apply to any liability arising out of the conduct of any partnership or joint venture of which the **Insured** is a partner or member and which is not designated in this Policy as a **Named Insured**.

#### IV. TERRITORY

This insurance applies to negligent acts, errors, omissions or **Accidents** which take place anywhere in the world, provided the **Claim** is first made against the **Insured** within the United States of America, its possessions and territories, - Puerto Rico and Canada.

#### V. EXCLUSIONS

##### 1. Exclusions applicable to Insuring Agreement I.A.1. Professional Liability

The coverage under this Policy does not apply to **Damages** or **Claims Expenses** incurred with respect:

- a. to any **Claim** arising out of **Personal Injury, Property Damage** or **Advertising Liability**, except with respect to **Bodily Injury** arising out of any negligent act, error or omission of any **Insured** in the rendering or failing to render **Professional Services**;
- b. to any **Claim** arising out of any criminal, dishonest, fraudulent or malicious act, error or omission of any **Insured**, committed with actual criminal, dishonest, fraudulent or malicious purpose or intent. However, notwithstanding the foregoing, the insurance afforded by this Policy shall apply to **Claims Expenses** incurred in defending any such **Claim**, but shall not apply to any **Damages** which the **Insured** might become legally obligated to pay;
- c. to any **Claim** arising out of or relating to any liability under any contract or agreement, whether written or oral, unless such liability would have attached to the **Insured** in the absence of such contract or agreement;
- d. to any **Claim** based upon an express or implied warranty or guarantee, or breach of contract in respect of any agreement to perform work for a fee;
- e. to any **Claim** arising out of any **Insured's** activities as a trustee, partner, officer, director or employee of any trust, charitable organization, corporation, company or business other than that of the **Named Insured**;
- f. to any **Claim** arising out of failure to pay any bond, interest on any bond, any debt, financial guarantee or debenture;

- g. to any **Claim** arising out of any financial or investment advice given, referrals, warranties, guarantees or predictions of future performance made by any **Insured** as regards specific and identifiable investment items including but not limited to personal property, real property, stocks, bonds or securities;
- h. to any **Claim** arising out of the actual or alleged publication or utterance of libel or slander or other defamatory or disparaging material, or a publication or utterance in violation of an individual's right to privacy;
- i. to any **Claim** arising out of actual or alleged plagiarism, misappropriation of likeness, breach of confidence, or misappropriation or infringement of any intellectual property right, including patent, trademark, trade secret, trade dress and copyright.
- j. to any **Claims** arising out of any negligent act, error or omission of any **Insured** in the rendering or failing to render **Professional Services**, if the **Insured** did not hold a valid license or certificate at the time of the performance of the **Professional Services**, except as provided for in Clause XXVII., Licensure.
- k. to any **Claim** arising out of any negligent act, error or omission of any **Insured** in the rendering or failing to render **Professional Services** to **Professional Athletes**.
- l. to any **Claim** arising out of any negligent act, error or omission of any **Insured** in the rendering or failing to render **Professional Services** to residents of **Nursing Homes, Assisted Living Housing and/or Independent Living Housing** facilities. However, this exclusion does not apply if the **Professional Services** provided are counseling or pastoral counseling.

## **2. Exclusions applicable to Insuring Agreement I.A.2. and Insuring Agreement I.A.3.**

The coverage under this Policy does not apply to **Damages** or **Claims Expenses** incurred with respect:

- a. to any **Claim** arising out of the rendering of or failure to render **Professional Services** by any **Insured** or by any person or organization for whose acts or omissions the **Named Insured** is legally responsible;
- b. to any **Claim** arising out of **Personal Injury** or **Property Damage** resulting from the use of force expected or intended from the standpoint of the **Insured**;
- c. to any **Claim** for liability arising out of **Personal Injury** or **Property Damage** arising out of ownership, maintenance, operation, use, loading or unloading of:
  - 1. any **Automobile**, Aircraft or Watercraft owned or operated by or rented or loaned to any **Insured**; or
  - 2. any other **Automobile**, Aircraft or Watercraft operated by any person in the course of his or her employment or volunteer duties for any **Insured**;
- d. to any **Claim** arising out of **Personal Injury** or **Property Damage** arising out of:
  - 1. 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 such contest or activity; or

2. the operation or use of any snowmobile, moped or motorized bicycle, or trailer designed for use therewith;
- e. to any **Claim** for **Personal Injury** or **Property Damage** arising out of and in the course of the transportation of **Mobile Equipment** by any **Automobile** owned or operated by or rented or loaned to any **Insured**;
- f. to any **Claim** arising out of **Personal Injury** to:
  1. any employee or volunteer of the **Named Insured** arising out of and in the course of his employment or retention by the **Named Insured**; or
  2. the spouse, child, parent, brother or sister of the employee as a consequence of above. This exclusion applies:
    - (i) whether the **Insured** may be liable as an employer or in any other capacity; and
    - (ii) to any obligation to share **Damages** with or repay someone else who must pay **Damages** arising out of such liability;
- g. to any **Claim** arising out of **Property Damage** to:
  1. property owned , rented or temporarily occupied by the **Insured** with permission of the owner, including fixtures permanently attached thereto, any costs or expenses incurred by the **Insured**, or any other person, organization, entity for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property
  2. Premises given away, sold or abandoned by the **Insured** if the **Property Damage** arises out of any part of those premises
  3. Property loaned to the **Insured**;
  4. that particular part of real property on which the **Insured** or any contractors or subcontractors working directly or indirectly on behalf of the **Insured** or temporarily occupied by the **Insured** as to premises rented to the **Insured** or temporarily occupied by the **Insured** with permission of the owner if such **Property Damage** arises out of those operations.
  5. that particular part of any property that must be restored, repaired or replaced because the **Insured**'s work was incorrectly performed on it.

Paragraphs 1., 2. and 3. of this Exclusion does not apply to **Property Damage** to premises rented to the **Insured** or temporarily occupied by the **Insured** with permission of the owner, if such **Property Damage** arises out of fire or **Water Damage**.

Paragraph 2. of this Exclusion does not apply if the premises are the **Insured**'s work and were never occupied, rented or held for rental by the **Insured**.

Paragraphs 3., 4., and 5. of this Exclusion does not apply to liability assumed under a sidetrack agreement.

- h. to any **Claim** arising out of **Property Damage** to premises owned or alienated by the **Named Insured** arising out of such premises or any part thereof. However, in relation to coverage I.A.3. (Fire and Water Damage Legal Liability) this exclusion does not apply to **Property Damage** to structures or portions thereof rented to or occupied by the **Named**

**Insured**, including fixtures permanently attached thereto, if such **Property Damage** arises out of fire or **Water Damage**;

- i. to any **Claim** arising out of loss of use of tangible property which has not been physically injured or destroyed resulting from:
    - 1. a delay in or lack of performance by or on behalf of the **Named Insured** of any contract or agreement; or
    - 2. the failure of the **Named Insured's Products** or work performed by or on behalf of the **Named Insured** to meet 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 the other tangible property resulting from the sudden and accidental injury to or destruction of the **Name Insured's Products** 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 the **Insured**;
- j. to any **Claim** arising out of **Property Damage** to the **Named Insured's Products**, or for the cost of inspecting, repairing or replacing any defective or allegedly defective product or part thereof or for loss of use of any defective or allegedly defective product;
  - k. to any **Claim** arising out of **Property Damage** to work performed by or on behalf of the **Named Insured** arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
  - l. to any **Claim** arising out of the withdrawal, recall, inspection, repair, replacement or loss of life of the **Named Insured's Products** or work completed by or for the **Named Insured** or of 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;
  - m. to any **Claim** arising out of **Aircraft Products**, including, but not limited to, consequential loss of use thereof resulting from **Grounding**;
  - n. to any **Claim** relating to **Advertising Liability** arising out of:
    - 1. failure of performance of contract; provided, however, that this Exclusion shall not apply to the unauthorized appropriation of ideas based upon alleged breach of an implied contract;
    - 2. infringement of patent, trademark, service mark, and 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
    - 3. incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised.

### 3. **Exclusions applicable to Insuring Agreement I.A.4. Medical Payments**

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

- a. To any **Insured**;
- b. To a person hired to do work for or on behalf of any **Insured** or a tenant of the **Insured**;

- c. To a person injured on that part of the premises the **Named Insured** owns or rents that the person normally occupies;
- d. To a person, whether or not an Employee of any **Insured**, if benefits for the **Bodily Injury** are payable or must be provided under a workers' compensation or disability benefits law or a similar law;
- e. Due to war, whether or not declared, or any act or condition incidental to war. War shall include civil war, insurrection, rebellion or revolution;
- f. Excluded under the Professional Liability Coverage; or
- g. To any prisoner.

#### **4. Exclusions applicable to all insuring agreements.**

The coverage under this Policy does not apply to **Damages** or **Claims Expenses** incurred with respect:

- a. to any **Claim** made by or against or in connection with any business enterprise (including the ownership, maintenance or care of any property in connection therewith), not named in the Declarations, which is owned by any **Insured** or in which any **Insured** is a trustee, partner, officer, director or employee;
- b. to any **Claim** arising out of the Employee Retirement Income Security Act of 1974 and its amendments or any regulation or order issued pursuant thereto;
- c. to any **Claim** or circumstance which might lead to a **Claim** in respect of which any **Insured** has given notice to any insurer of any other policy or self-Insurance in force prior to the effective date of this Policy;
- d. to any **Claim** or circumstance which might lead to a **Claim** known to any **Insured** prior to the inception of this Policy and not disclosed to the Underwriters at inception;
- e. to any **Claim** or circumstance that might lead to a **Claim** arising out of any negligent act, error or omission or **Accident** which first took place, or is alleged to have taken place, prior to the Retroactive Date as set forth in Item 6. of the Declarations;
- f. to any **Claim** arising out of discrimination including but not limited to discriminatory employment practices, allegations of actual or alleged violations of civil rights or acts of discrimination based entirely or in part on the race, gender, pregnancy, national origin, religion, age or sexual orientation;
- g. to any **Claim** directly or indirectly arising out of:
  - 1. the actual, alleged or threatened discharge, dispersal, release or escape or failure to detect the presence of **Pollutants**, provided that this Exclusion shall not apply to: (i) **Personal Injury** sustained by any patient, visitor or invitee; and (ii) **Personal Injury** or **Property Damage** arising out of heat, smoke or fumes from a **Hostile Fire**;
  - 2. the manufacture, distribution, sale, resale, rebranding, installation, repair, removal, encapsulation, abatement, replacement or handling of, exposure to or testing for **Pollutants** contained in a product, carried on clothing, inhaled, transmitted in any fashion or found in any form whatsoever; or

3. any governmental or regulatory directive or request that the **Insured** or anyone acting under its direction or control to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize said **Pollutants**;
- h. to any **Claim** arising out of the insolvency or bankruptcy of any **Insured** or of any other entity including but not limited to the failure, inability, or unwillingness to pay **Claims**, losses or benefits due to the insolvency, liquidation or bankruptcy of any such individual entity;
  - i. to any **Claim** arising out of or resulting from:
    1. any conduct, physical act, gesture, or spoken or written words of a sexual or physically violent nature by any **Insured**, including but not limited to, sexual intimacy (whether or not consensual), sexual molestation, sexual or physical assault or battery, sexual or physical abuse, sexual harassment or exploitation; or
    2. the **Insured's** actual or alleged negligent employment, investigation, supervision, hiring, training or retention of any **Employee, Insured** or person for whom the **Insured** is legally responsible and whose conduct falls within paragraph 1. above.
  - j. to any **Claim** for punitive or exemplary **Damages**, or **Damages** which are a multiple of compensatory **Damages**, fines, sanctions, taxes or penalties, or the return of or reimbursement for fees, costs or expenses charged by any **Insured**;
  - k. to any **Claim** arising out of **Personal Injury** to any employee or volunteer worker of the **Insured** arising out of and in the course of his employment by the **Insured**, or under any obligation for which the **Insured** or any carrier as his insurer may be liable, under any Workers' Compensation, Unemployment Compensation, Disability Benefits Law or under any similar law;
  - l. to any **Claim** based upon or arising out of a violation or alleged violation of the Securities Act of 1933 as amended, or the Securities Exchange Act of 1934 as amended, or any State Blue Sky or securities law or similar state or Federal statute and any regulation or order issued pursuant to any of the foregoing statutes;
  - m. to any **Claim** or actual or alleged violation of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §1961 et seq., and any amendments thereto, or any rules or regulations promulgated thereunder;
  - n. to any **Claim** arising from costs of complying with physical modifications to any premises or any changes to the **Insured's** usual business operations mandated by the Americans with Disabilities Act of 1990, including any amendments, or similar federal, state or local law;
  - o. to any **Claim** based upon or arising out of any actual or alleged violation of any federal, state, or local anti-trust, restraint or trade, unfair competition, or price fixing law, or any rules or regulations promulgated thereunder;
  - p. to any **Claim** caused directly or indirectly, in whole or in part, by:
    1. any fungus(es) or spore(s);
    2. any substance, vapour or gas produced by or arising out of any fungus(es) or spore(s); or
    3. any materials, product, building component, building or structure that contains, harbours, nurtures or acts as a medium for any fungus(es) or spore(s);

regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to that injury or **Damages**.

For the purposes of this Exclusion, the following Definitions are added:

“Fungus(es)” includes, but is not limited to, any form of mold, mushroom or mildew.

“Spore(es)” mean any reproductive body produced by or arising out of any fungus(es).

This Exclusion shall not apply to **Claims** arising from medical research activities that would otherwise be covered hereunder;

- q. to any **Claim** based upon or arising out of any action or proceeding brought by or on behalf of any federal, state or local governmental, regulatory or administrative agency, regardless of the name in which such action or proceeding is brought, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996, the Social Security Act, 42 U.S.C. §1320a, et. seq., or similar state or federal statute, regulation or executive order promulgated thereunder. However this exclusion does not apply to those costs, fees and expenses otherwise covered under Clause II. Supplementary Payments, Paragraph 3.
- r. to any **Claim** based upon or arising out of any **Insured's** data processing services, including but not limited to:
  - 1. conversion of data from source material into media for processing on the **Insured's** electronic data processing system;
  - 2. processing of data by the **Insured** on the **Insured's** electronic data processing system; or
  - 3. design or formulation of an electronic data processing program or system;
- s. to any **Claim** for **Personal Injury, Property Damage or Advertising Liability** based upon or arising out of the **Named Insured's Products**;
- t. to any **Claim** based upon the manufacture, handling, sale or distribution of Phenylpropanolamine, Phenylpropanolamine Hydrochloride, PPA or any product or drug containing any of these substances;
- u. to any **Claim** arising out of any actual or alleged act, error or omission in the rendering or failing to render pharmacy services, including the manufacture, sale, distribution, handling or resale of any pharmaceuticals or drugs, whether on a wholesale, retail, over-the-counter or illegal basis;
- v. to any **Claim** based on the willful non-compliance of any **Insured** with any Food and Drug Administration (FDA) rules, regulations, and statutes found at Food and Drugs, 21 C.F.R. Chapter 1 § 1.1 to § 1299, as amended and revised, or treating a patient with drugs, medical devices, biologics or radiation-emitting products that have been disapproved or not yet approved by the FDA;
- w. to any **Claim** based upon or arising out of any **Insured** gaining any profit, remuneration or advantage to which such **Insured** was not legally entitled;
- x. to any **Claim** against any subsidiary designated in the Declarations or its past, present, or future employees, directors, officers, trustees, review board or committee members, or volunteers acting in his or her capacity as such, which are based upon, arise out of, directly

or indirectly result from, are in consequence of, or in any way involve any fact, circumstance, situation, transaction, event, **Accident**, or negligent acts, errors or omissions or series of facts, circumstances, situations, transactions, events, **Accidents** or negligent acts, errors or omissions happening before the date such entity became a subsidiary;

- y. to any **Claim** relating to or arising out of asbestos, silica or lead;
- z. to any **Claim** associated with implementation of any compliance program or any policies, procedures or practices relating to participation as a provider of medical services to a managed care organization or under a healthcare benefit program, whether initiated voluntarily or pursuant to direction by, order of, or in settlement with a government body, hospital, healthcare facility or managed care organization;
- aa. to any **Claim** based upon, arising out of, resulting from, any actual or alleged: (1) failure to obtain, effect, or maintain any form, policy, plan or program of insurance, stop loss or provider excess coverage, reinsurance, self-insurance, suretyship, or bond; (2) commingling, mishandling of or liability to pay, collect or safeguard funds; or (3) failure to collect or pay premiums, commissions, brokerage charges, fees or taxes;
- bb. to any **Claim** brought against any **Insured** by any other **Insured** hereunder;
- cc. to any **Claim** arising out of or resulting from the distribution of unsolicited email, direct mail or facsimiles, or telemarketing;
- dd. to any **Claim** arising out of or resulting from the existence, emission or discharge of any electromagnetic field, electromagnetic radiation or electromagnetism that actually or allegedly affects the health, safety or condition of any person, or the environment, or that affects the value, marketability, condition or size of any property, provided this Exclusion shall not apply to any patient receiving **Professional Services** including but not limited to the medical administration of radiation therapy;
- ee. to any **Claim** arising out of or resulting from or in relation to Acquired Immune Deficiency Syndrome (AIDS), meaning the potential or actual transmission of or exposure to Human Immunodeficiency Virus (HIV), AIDS-Related Complex (ARC), hepatitis or any other infectious disease or any complex or syndrome related thereto, or the use or misuse or confidentiality of any information relating to HIV, ARC, AIDS, hepatitis or any other infectious disease, including the failure to disclose the health status of the **Insured**;
- ff. to any **Claim, Damages, Claims Expenses**, loss, liability, costs or expense directly or indirectly caused by, resulting from, or arising out of a **Cyber Act, Cyber Incident or Data Breach**, including any action taken in controlling, preventing, suppressing or remediating any **Cyber Act, Cyber Incident or Data Breach**.

## VI. DEFINITIONS

Wherever used in this Policy, the bolded terms have the meaning provided:

- a. **“Accident”** means an event or happening, including continuous or repeated exposure to substantially the same general harmful conditions, which involves one or more persons or entities, and which results in **Personal Injury, Property Damage or Advertising Liability** to such persons or entities.
- b. **“Additional Insured”** means:

1. any natural person or entity that the **Named Insured** has expressly agreed in writing to add as an **Additional Insured** under this policy in the Certificate of Insurance provided by Underwriters prior to the commission of any act for which such person or entity would be provided coverage for under this Policy, but only to the extent the **Named Insured** would have been liable and coverage would have been afforded under the terms and conditions of this Policy had such **Claim** been made against the **Named Insured**; and
  2. any other person or entity added as an **Additional Insured** by endorsement to this Policy
- c. **"Advertising Liability"** means injury arising out of one or more of the following, committed in the course of the **Insured's** advertising activities:
1. libel, slander or defamation;
  2. infringement of copyright, title slogan, trade dress, or advertising idea;
  3. piracy or idea misappropriation under an implied contract; or
  4. invasion of right of privacy, subject always to Exclusion V.4.q.
- d. **"Aircraft Products"** means any aircraft whether or not heavier than air (including spacecraft and missiles) and any ground support, guidance, control or communications equipment used in connection therewith, and also includes parts, supplies, or equipment installed in or on or used in connection with aircraft, including tools, training aids, instructions, manuals, blue prints and other data, engineering and other advice, services and labor used in the operation, maintenance or manufacture of such products.
- e. **"Assisted Living Housing and/or Independent Living Housing"** means any residential apartment, home, condominium or other dwelling wherein an individual or group(s) of individuals receive personalized supportive services and health care designed to meet the needs of those who need help with activities of daily living.
- f. **"Automobile"** means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include **Mobile Equipment**, as hereinafter defined.
- g. **"Bodily Injury"** means physical injury (including death at any time resulting therefrom), mental injury, mental illness, mental anguish, humiliation, emotional upset, shock, sickness, disease or disability.
- h. **"Claim"** means a written notice received by any **Insured** of an intention to hold the **Insured** responsible for compensation for **Damages**, including the service of suit or institution of arbitration proceedings against the **Insured**.
- i. **"Claims Expenses"** means:
1. reasonable and customary fees charged by an attorney(s) designated and agreed by the Underwriters in consultation with the **Insured**, but subject always to the Underwriters' final decision; and

2. all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **Claim**, if incurred by the Underwriters, or by the **Insured** with the written consent of the Underwriters.

**Claims Expenses** does not include any salary, overhead or other charges by the **Insured** for any time spent in co-operating in the defense and investigation of any **Claim** or circumstance which might lead to a **Claim** notified under this insurance.

- j. **“Cyber Act”** means any actual or alleged unauthorized, malicious or criminal act or series of related unauthorized malicious or criminal acts, or the threat or hoax thereof, regardless of time and place, involving access to, processing of, disclosure of, use of, suspension of or operation of any **Computer System** or **Data**.
- k. **“Cyber Incident”** means:
1. any actual or alleged error, omission or accident, or series of related errors, omissions or accidents, involving any **Computer System**;
  2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**; or
  3. any actual or alleged violation of any **Privacy Law** in relation to **Data**.
- l. **“Computer System”** means computer, hardware, software, communications system, electronic device (including, but not limited to, any smart phone, laptop, tablet or wearable device), server, cloud or microcontroller, including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the **Insured** or any other party.
- m. **“Damages”** means a civil monetary judgment, award or settlement and does not include:
1. the restitution of compensation and expenses paid to the **Insured** for services and goods; and
  2. judgments or awards deemed uninsurable by law.
- n. **“Data Breach”** means the actual or alleged theft, loss or unauthorized disclosure of **Data** that is in the care, custody or control of the **Insured** or a third party for whose theft, loss or unauthorized disclosure of **Data** the **Insured** is liable.
- o. **“Data”** means any information, facts, concepts or code that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.
- p. **“Extended Reporting Period”**, if applicable, means the period of time stated in item 7. the Declarations page after the end of the **Policy Period** for reporting **Claims**, arising out of negligent acts, errors or omissions or **Accidents** which take place prior to the end of the **Policy Period** but subsequent to the Retroactive Date identified in Item 6. of the Declarations.
- q. **“Grounding”** means the withdrawal of one or more aircraft from flight operations or the imposition of speed, passenger or load restrictions on such aircraft because of the existence of or alleged existence of a defect, fault or conditions in any **Aircraft Product**.

- r. **“Health and Fitness Professional”** is a professional who is licensed and/or certified to work in any of a wide range of professions in relation to healthcare or its related services, other than nursing, pharmacy and medicine. **Health and Fitness Professional** does not include services such as a physician, physician assistant, surgeon, dentist, osteopath, podiatrist, orthodontist, chiropractor, psychiatrist, psychologist, pharmacist, EMT, nurse, nurse practitioner, midwife, engineer, engineering consultant, safety inspector, jobsite safety trainer or consultant, environmental inspector or consultant or other services excluded by endorsement to this Policy.
- s. **“Hostile Fire”** means a fire which becomes uncontrollable or breaks out from where it was intended to be.
- t. **“Mobile Equipment”** means a land vehicle (including any attached machinery or apparatus) whether or not self-propelled:
1. not subject to motor vehicle registration;
  2. maintained for use exclusively on premises owned by or rented to the **Named Insured**, including the ways immediately adjoining;
  3. designed for use principally off public roads; or
  4. 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:
    - (i) power cranes, shovels, loaders, diggers and drills;
    - (ii) concrete mixers (other than the mix-in-transit type), graders, scrapers, rollers and on the road construction or repair equipment;
    - (iii) air-compressors, pumps and generators including spraying, welding and building cleaning equipment; or
    - (iv) geophysical exploration and well servicing equipment.
- u. **“Named Insured”** means the entity or person who, as a **Health and Fitness Professional**, is identified in Item 1. of the Declarations and who is a Specified Member of the Risk Purchasing Group identified in the Declarations.
- v. **“Named Insured’s Products”** means goods or products manufactured, sold, handled or distributed by the **Named Insured** or by others trading under its name including but not limited to vitamins, dietary supplements, performance enhancing drugs and automated external defibrillators. **Named Insured’s Products** includes any container thereof (other than a vehicle), but shall not include a vending machine or any property, other than such container rented to or located for use of others but not sold.
- w. **“Nursing Home”** means a residence or dwelling that provides rooms, meals and help with the daily living activities and recreation for residents who have physical or mental problems that keep them from living on their own and who require daily assistance.
- x. **“Personal Injury”** means:
1. **Bodily Injury**;

2. false arrest, false imprisonment, wrongful eviction, detention or malicious prosecution;
  3. libel, slander, defamation of character or invasion of right of privacy, unless arising out any advertising activities; or
  4. 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.
- y. **"Policy Period"** means the period of time between the inception date and the effective date of termination, expiration or cancellation of this insurance shown in Item 2. of the Declarations and specifically excludes any **Extended Reporting Period**.
- z. **"Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to asbestos and/or lead (or products containing asbestos and/or lead whether or not the asbestos and/or lead is or was at any time airborne as a fibre or particle, contained in a product, carried on clothing, inhaled, transmitted in any fashion or found in any form whatsoever), smoke, vapour, soot fumes, acids, alkalis, toxic chemicals and waste (waste includes materials to be recycled, reconditioned or reclaimed).
- aa. **"Predecessor Firm"** means any sole proprietorship, partnership, corporation, professional association, limited liability corporation or limited liability partnership engaged in **Professional Services** and to whose financial assets and liabilities the **Named Insured** is the successor in interest.
- bb. **"Privacy Law"** means any law or regulation concerning the collection, use, safeguarding, handling, storage, retention or destruction of information.
- cc. **"Professional Athlete"** means an individual or group(s) of individuals who have been paid \$25,000 or more per year in the past 36 months, or is likely to be paid \$25,000 or more in the future, from a professional sports organization, club or team for the performance of athletic activities.
- dd. **"Professional Services"** means those professional services performed by the **Insured** as a **Health and Fitness Professional** and listed in the Application, prior written approval from the Underwriters. **Professional Services** include services as an educator or as a member of a formal accreditation, standards review or similar board or committee.
- ee. **"Property Damage"** means:
1. physical injury to or destruction of tangible property, including consequential loss of use thereof; or
  2. loss of use of tangible property which has not been physically injured or destroyed.
- ff. **"Water Damage"** means discharge, leakage or overflow of water or steam from a plumbing, heating, refrigeration or air conditioning system; or rain which enters directly into the building through open doors, windows, skylights, transoms or ventilators.

## VII. LIMIT OF LIABILITY

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### A. Policy Aggregate Limit

The Policy Aggregate Limit of Liability stated in Item 3.E. of the Declarations is the Underwriters' combined total limit of liability payable under all Insuring Agreement under this Policy.

### B. Professional Liability Limit

1. The sublimit of liability stated in Item 3.A.(i). of the Declarations as "Each **Claim**" is the Underwriters' sublimit of Liability payable under Insuring Agreement I.A.1. Professional Liability.
2. The sublimit of liability stated in Item 3.A.(ii). of the Declarations is the Underwriters' aggregate sublimit of liability payable under Insuring Agreement I.A.1. Professional Liability.

### C. General Liability

1. The sublimit of liability stated in Item 3.B.(i). of the Declarations as "Each **Accident**" is the Underwriters' sublimit of liability payable under Insuring Agreement I.A.2. General Liability.
2. The sublimit of liability stated in Item 3.B.(ii). of the Declarations is the Underwriters' aggregate sublimit of liability payable under Insuring Agreement I.A.2. General Liability

### D. Fire and Water Damage Legal Liability

The sublimit of liability stated in Item 3.C. of the Declarations is the maximum limit of Underwriters' liability for all **Damages** and **Claims Expenses** payable under Insuring Agreement I.A.3. Fire and Water Damage Legal Liability coverage resulting from any one fire/water damage.

### E. Medical Expenses

1. The sublimit of liability stated in Item 3.D.(i). of the Declarations as "Each Person" is the Underwriters' sublimit of liability payable under Insuring Agreement I.A.4. Medical Expenses.
2. The sublimit of liability stated in Item 3.D.(ii). of the Declarations is the Underwriters' aggregate sublimit of liability payable under Insuring Agreement I.A.4. Medical Expenses
- F. The Limit of Liability for any **Extended Reporting Period** shall be part of, and not in addition to, the Underwriters' Limit of Liability for the **Policy Period**.
- G. In the event a **Claim** triggers coverage under more than one coverage section, only one Limit of Liability shall apply and the Underwriters' liability under such coverage sections combined shall not exceed the amount of the largest of the applicable Limits of Liability.

## VIII. DEDUCTIBLE

As a condition precedent to the payment by the Underwriters of any amounts due hereunder the Deductible amount stated in Item 4. of the Declarations shall be satisfied by payments by the **Insured** of **Damages** resulting from each **Claim** first made and reported to the Underwriters during the **Policy Period** and/or any applicable **Extended Reporting Period**. The Underwriters shall be liable only for the amounts in excess of such Deductible subject to the Underwriters' Limit of Liability in Item 3. of the Declarations. The Deductible is in addition to the Underwriters' Limit of Liability and not part thereof. The **Insured** shall make direct payments within the Deductible to appropriate parties designated by the Underwriters. The Deductible is to be uninsured, unless otherwise agreed to by the Underwriters. Under no circumstances shall Underwriters be called upon to pay the Deductible, but the Underwriters may do so at their sole discretion. Such payment shall in no way affect the Underwriters' ability to collect the Deductible from the **Insured**. The existence of "other insurance" shall not affect or abrogate the obligation of the **Insured** to pay the Deductible as required.

In the event a **Claim** triggers coverage under more than one coverage section, only one Deductible shall apply and such Deductible shall be the largest Deductible applicable to such **Claim**.

## IX. INNOCENT INSURED

Whenever coverage under this insurance would be excluded, suspended or lost:

- A. because of Exclusion V. 1. b. or Exclusion V. 2. .b. relating to intentional, criminal, dishonest, fraudulent or malicious acts, errors or omissions by any **Insured**, and with respect to which any other **Insured** did not personally participate or personally acquiesce or remain passive after having personal knowledge thereof; or
- B. because of non-compliance with any condition relating to the giving of notice to the Underwriters with respect to which any other **Insured** shall be in default solely because of the failure to give such notice or concealment of such failure by one or more **Insureds** responsible for the loss or damage otherwise covered hereunder;

the Underwriters agree that such insurance as would otherwise be afforded under this Policy shall be paid with respect to those **Insureds** who did not personally participate in committing or personally acquiesce in or remain passive after having personal knowledge of (a) one or more of the acts, errors or omissions described in any such exclusion; or (b) such failure to give notice, provided that the condition be one with which such **Insured** can comply, and after receiving knowledge thereof, the **Insured** entitled to the benefit of Clause IX. shall comply with such condition promptly after obtaining knowledge of the failure of any other **Insured** to comply therewith.

With respect to this provision, the Underwriters' obligation to pay in such event shall be in excess of the full extent of any assets of any **Insured** to whom the exclusion applies and shall be subject to the terms, conditions and limitations of this Policy.

## X. EXTENDED REPORTING PERIOD

- A. In the event of cancellation or non-renewal of this insurance by the Underwriters, the **Insured** shall have an automatic 30 days from the expiration date of the **Policy Period** to notify the Underwriters of **Claims** made against the **Insured** during the **Policy Period** which arise out of any negligent act, error or omission or **Accident** occurring prior to the termination date of the **Policy Period** and otherwise covered by this insurance.
- B. In the event of cancellation or non-renewal of this insurance by the Underwriters, the **Named Insured** designated in Item 1. Of the Declarations shall have the right to a 12, 24, 36 month,

- or unlimited duration **Extended Reporting Period**, after the end of the automatic 30 days period explained in the immediately preceding paragraph, for **Claims** first made against any **Insured** and reported to the Underwriters during the **Extended Reporting Period**, subject to the conditions set forth in the definition of **Extended Reporting Period** herein. In order for the **Named Insured** to invoke the **Extended Reporting Period** option, the payment of the additional premium set forth in Item 7. a., b., c. or d. of the Declarations for the **Extended Reporting Period** must be paid to the Underwriters within 30 days of the non-renewal or cancellation.
- C. The **Named Insured** will also be offered an **Extended Reporting Period** for an unlimited duration, in addition to other options being offered. The premium for the **Extended Reporting Period** for an unlimited duration shall be capped at two-hundred percent (200%) of the annual premium.
  - D. The Limit of Liability, either during the automatic 30 day period explained above herein this section or for the **Extended Reporting Period**, shall be part of, and not in addition to, the Underwriters' Limit of Liability for the **Policy Period**.
  - E. The quotation by the Underwriters of a different premium or Deductible or Limit of Liability or changes in Policy language for the purpose of renewal shall not constitute a refusal to renew by the Underwriters.
  - F. The right to the **Extended Reporting Period** shall not be available to the **Named Insured** where cancellation or non-renewal by the Underwriters is due to non-payment of premium or failure of an **Insured** to pay such amounts in excess of the applicable Limit of Liability or within the applicable Deductible.
  - G. All notices and premium payments with respect to the **Extended Reporting Period** shall be directed to the Underwriters through the entity named in Item 8. of the Declarations.
  - H. At the commencement of the **Extended Reporting Period**, the entire premium shall be deemed earned, and in the event the **Named Insured** terminates the **Extended Reporting Period** for any reason prior to its natural expiration, the Underwriters will not be liable to return any premium paid for the **Extended Reporting Period**.

## XI. OTHER INSURANCE

This insurance shall apply in excess of any other valid and collectible insurance or self-insurance available to any **Insured**, unless such other insurance is written only as specific excess insurance over the Limit of Liability of this Policy.

The insurance provided for **Property Damage** to the structures or portions thereof rented to or temporarily occupied by the **Insured**, including fixtures permanently attached thereto, where coverage is provided under Coverage I.A.3. above, shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the **Insured**.

## XII. NOTICE OF CLAIM, OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM

- A. If any **Claim** is made against the **Insured**, the **Insured** shall immediately notify the Underwriters in writing through persons named in Item 8. of the Declarations and forward every demand, notice, summons or other process received by the **Insured** or its representative. The **Insured's** duty to provide notice in accordance with this provision is a condition precedent to coverage.

B. If during the **Policy Period** the **Insured** first becomes aware of a negligent act, error or omission or an **Accident** that could lead to a **Claim**, it must give written notice to the Underwriters through persons named in Item 8. of the Declarations during the **Policy Period** of:

1. the specific, negligent act, error, or omission, or **Accident**;
2. the injury or damage which may result or has resulted from the negligent act, error, or omission or **Accident**; and
3. the circumstances by which the **Insured** first became aware of the negligent act, error or omission or **Accident**.

Any subsequent **Claim** made against the **Insured** which is the subject of the written notice shall be deemed to have been made at the time written notice was first given to the Underwriters.

- C. A **Claim** or circumstance that might lead to a **Claim** shall be considered to be reported to the Underwriters when notice is received by the Underwriters through persons named in Item 8. of the Declarations.
- D. All **Claims** arising out of the same, continuing or related negligent act, error or omission or arising out of the same, continuous or related **Accident** shall be considered a single **Claim** and deemed to have been made at the time the first of the related **Claims** is reported to the Underwriters. Such related **Claims** shall be subject to the each **claim** Limit of Liability identified in the Declarations.
- E. If any **Insured** shall make any **Claim** under this Policy knowing such **Claim** to be false or fraudulent, as regards amount or otherwise and any such misrepresentation is material to a determination of liability under the Policy, this Policy shall become null and void and all coverage hereunder shall be forfeited.

### XIII. ASSISTANCE AND CO-OPERATION OF THE INSURED

The **Insured** shall co-operate with the Underwriters in all investigations, including regarding the application and coverage under this Policy, and upon the Underwriters' request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization other than an employee of any **Insured** who may be liable to the **Insured** because of negligent acts, errors or omissions or **Accidents** with respect to which insurance is afforded under this Policy. 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 its own cost, admit liability, make any payment, assume any obligation, incur any expense, enter into any settlement, stipulate to any judgment or award or otherwise dispose of any **Claim** without the consent of the Underwriters.

### XIV. ACTION AGAINST THE UNDERWRITERS

No action shall lie against the Underwriters unless, as a condition precedent thereto, there has been full compliance with all terms of this insurance, nor until the amount of the **Insured's** obligation to pay shall have been finally determined either by judgment or award against the **Insured** after actual trial or arbitration or by written agreement of the **Insured**, the claimant and the Underwriters. No person or organization shall have any right under this insurance to join the Underwriters as a party to an action or other proceeding against the **Insured** to determine the **Insured's** liability, nor shall the Underwriters be impleaded by the **Insured** or its legal representative.

## **XV. BANKRUPTCY**

Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the Underwriters of their obligations hereunder.

## **XVI. SUBROGATION**

In the event of any payment under this insurance, the Underwriters shall be subrogated to all the **Insured's** rights of recovery against any person or organization, 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 before or after the payment of **Damages** by the Underwriters to prejudice such rights.

## **XVII. CHANGES**

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this insurance or estop the Underwriters from asserting any right under the terms of this insurance; nor shall the terms of this insurance be waived or changed, except by endorsement issued to form a part of this insurance, signed by the Underwriters.

## **XVIII. MERGERS AND ACQUISITIONS**

- A. If during the **Policy Period**, the **Named Insured** merges or acquires an entity and
  1. the revenues of the merged or acquired entity do not exceed 10% of the **Named Insured's** annual revenues as set forth in its most recent application for insurance;
  2. the business operations of the merged or acquired entity are of a similar nature to those of the **Named Insured** as set forth in its most recent application for insurance; and
  3. the merged or acquired entity is located in the same state as the **Named Insured** or any subsidiary,

then this Policy will automatically cover the merged or acquired entity, subject to the policy terms, conditions and limitations, from the date such merger or acquisition becomes final but only for negligent acts, errors or omissions or **Accidents** that take place subsequent to the merger or acquisition. In the event the total amount of revenues of all merged and acquired entities during the **Policy Period** exceed 25% of the **Named Insured's** annual revenues as set forth in its most recent application for insurance, the above provision shall no longer apply and any further mergers or acquisitions will be subject to Paragraph B., below.

- B. In the event during the **Policy Period** the **Named Insured** merges or acquires an entity that does not fall within the criteria detailed in Paragraph A. above, or where Paragraph A. above no longer applies by virtue of the provision contained in the last sentence of Paragraph A. above, then the **Named Insured** shall be required to give written notice to the Underwriters prior to the completion of a merger or acquisition of the **Named Insured**, and the Underwriters expressly reserve the right to request additional premium and/or to apply amended terms and conditions if this insurance is to remain in force subsequent to any merger or acquisition.

## XIX. ASSIGNMENT

The interest hereunder of any **Insured** is not assignable. If the **Insured** shall die or be adjudged incompetent, this insurance shall cover the **Insured's** legal representative as the **Insured**, as would be permitted by this Policy.

## XX. CANCELLATION

### 1. For the Risk Purchasing Group

- A. This Policy may be cancelled by the Underwriters by mailing or delivering to the Risk Purchasing Group at the address shown in the Declarations written notice stating when, not less than sixty (60) days thereafter, such cancellation shall be effective. However, if the Underwriters cancel this Insurance because the Insured has failed to pay a premium when due, this Policy may be cancelled by the Underwriters by mailing a written notice of cancellation to the Risk Purchasing Group at the address shown in the Declarations stating when, not less than ten (10) days thereafter, such cancellation shall be effective. Mailing of notice shall be sufficient proof of notice.

The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery (where permitted by law) of such written notice either by the Risk Purchasing Group or by the Underwriters shall be equivalent of mailing.

- B. In the event of the cancellation of this master policy, the coverage hereunder shall run to its natural expiry date as specified in the declarations.
- C. The Risk Purchasing Group may cancel this master policy by surrender thereof to the Underwriters or by mailing or delivering to the Underwriters through the entity named in Item 8 of the Declarations, written notice stating when the cancellation shall be effective.

In such event, we will retain the pro rata proportion of the premium or 25% of the premium whichever is greater.

### 2. For the Named Insured

- A. The **Named Insured** may cancel this Policy by surrender thereof to the Underwriters, or by mailing to the Underwriters written notice stating when thereafter such cancellation shall be effective. The mailing of such notice shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice shall be equivalent to mailing.

Underwriters may cancel this Policy by mailing or delivering to the **Named Insured** written notice stating when, not less than 10 days thereafter such cancellation shall be effective. The notice of cancellation shall state the reason for cancellation. The mailing of such notice shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice shall be equivalent to mailing.

- B. If this Policy has been in effect for 60 days or less and is not a renewal policy, Underwriters may cancel this Policy for any reason.
- C. In the event of cancellation, Underwriters shall refund the paid premium less the earned portion thereof on demand. The earned premium shall be calculated as follows: (a) If this insurance is cancelled by the **Named Insured**, Underwriters shall retain the pro rata proportion of the premium hereon, or of any minimum premium

- stipulated herein. (b) If this insurance is cancelled by Underwriters, Underwriters shall retain the pro rata proportion of the premium hereon, or of any minimum premium stipulated herein. The premium shall be deemed fully earned if any **Claim** under this Policy is reported to Underwriters on or before the date of cancellation.
- D. If this insurance has been in effect for more than 60 days, Underwriters can cancel only for one of the following reasons: (1) fraud in obtaining coverage; (2) failure to pay premiums when due; (3) increase in hazard within the control of the **Named Insured** that would produce a rate increase; (4) loss of the Underwriters' reinsurance covering all or part of the risk covered by the Policy; or (5) Underwriters are placed in supervision, conservatorship, or receivership and the cancellation is approved or directed by the supervisor, conservator, or receiver.
- E. If Underwriters elect not to renew this insurance, they will mail written notice of nonrenewal to the **Named Insured** at the last mailing address known by Underwriters. The notice of nonrenewal shall be mailed at least 60 days prior to the expiration date of this insurance, and shall state the reason for nonrenewal. The Correspondent shall maintain proof of mailing of such notice on a recognized U.S. Post Office form and a copy of such notice shall be sent to the **Named Insured's** producer. This paragraph shall not apply, if Underwriters have manifested their willingness to renew to the **Named Insured** and the **Named Insured** has failed to comply with the terms of the renewal offer.
- F. Underwriters shall not cancel or non-renew this Policy based solely on the fact that an **Insured** is an elected official.

## **XXI. SINGULAR FORM OF A WORD**

Whenever the singular form of a word issued, herein, the same shall include the plural when required by context.

## **XXII. ENTIRE CONTRACT**

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

## **XXIII. NUCLEAR INCIDENT EXCLUSION**

The insurance provided by this Policy does not apply:

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

- B. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- C. To injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
1. the nuclear material (i) is at any nuclear facility owned by, or operated by or on behalf of, an **Insured** or (ii) has been discharged or dispersed there from;
  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
  3. the injury, sickness, disease, death or destruction arises out of the furnishing by an **Insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion 3. applies only to injury to or destruction of property at such nuclear facility.
- D. As used in this Section: "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 (i) containing by-product material and (ii) resulting from the operation by any person or organization of any nuclear facility under paragraph (1) or (2) thereof; "nuclear facility" means
1. any nuclear reactor;
  2. any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing spent fuel, or (iii) handling, processing or packaging waste;
  3. any equipment or device used for the processing, fabricating or alloying of special nuclear material if any time the total amount of such material in the custody of the **Insured** at the premises were such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 of any combination thereof, or more than 250 grams of uranium 235; or
  4. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms or radioactive contamination of property.

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

#### **XXIV. LICENSURE**

- A. It is a condition of the coverage afforded under the Policy that the facilities of the **Named Insured** and any **Insured** requiring a license to practice shall be licensed in accordance with all relevant federal, state and local requirements. The **Named Insured** warrants that as of the inception date of this Policy it has secured all relevant licenses. This provision does not apply to a health and fitness student or unlicensed or uncertified **Health and Fitness Professional** who is under the direct supervision of a physician, nurse or other licensed or certified **Health and Fitness Professional**, or a teacher or who is employed at a hospital or other licensed health care provider.
- B. If, during the **Policy Period**, any **Insured's** licensure status is altered by withdrawal, revocation, denial, suspension or failure to renew, the **Named Insured** shall give written notice of such change to Underwriters' Representative within thirty days of the change becoming effective. Following receipt of such notice, the Underwriters may elect, at their sole option, to revise any Insuring Agreements, Definitions, Exclusions, Endorsements or other Conditions of this Policy with respect to the **Insured**, with effect from such date of such withdrawal, revocation, denial, suspension or failure to renew. Such action does not waive the Underwriters' option to invoke the provisions of Clause XX of this Policy. Furthermore, the Underwriters will have no obligation to respond to any **Claim** arising out of **Professional Services** or an **Accident** which took place subsequent to the date of withdrawal, revocation, denial, suspension or failure to renew.

#### **XXV. MULTIPLE INSURANCE POLICIES APPLYING TO THE SAME CLAIM**

In the event a **Claim** triggers coverage under this Policy and under any other policy issued by the Underwriters, the Underwriters' liability under this Policy and such other policy combined shall not exceed the amount of the largest of the applicable Limits of Liability.

#### **XXVI. SEVERAL LIABILITY**

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

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>**

**Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the  
"Underwriters"**

**COUNTERSIGNATURE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY  
CLAIMS MADE AND REPORTED INSURANCE**

The HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY CLAIMS  
MADE AND REPORTED INSURANCE Declarations is amended by the addition of the following:

Authorized Representative

Date

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07/01/2022

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>  
Beazley Insurance Company, Inc. Referred to in this endorsement as either the  
“Insurer” or the “Underwriters”**

**WAR AND CIVIL WAR EXCLUSION**

This endorsement modifies insurance provided under the following:

**HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY  
CLAIMS MADE AND REPORTED INSURANCE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that notwithstanding anything to the contrary contained herein this Policy does not cover loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

All other terms and conditions of this Policy remain unchanged.



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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>**

**Insurer: Beazley Insurance Company, Inc.**

**WAR AND CIVIL WAR EXCLUSION - ALASKA**

This endorsement modifies insurance provided under the following:

**HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY  
CLAIMS MADE AND REPORTED INSURANCE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that notwithstanding anything to the contrary contained herein this Policy does not cover loss or damage happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

All other terms and conditions of this Policy remain unchanged.



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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>  
Beazley Insurance Company, Inc. Referred to in this endorsement as either the  
“Insurer” or the “Underwriters”**

**WAR AND CIVIL WAR EXCLUSION - CONNECTICUT**

This endorsement modifies insurance provided under the following:

**HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY  
CLAIMS MADE AND REPORTED INSURANCE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that notwithstanding anything to the contrary contained herein this Policy does not cover loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

All other terms and conditions of this Policy remain unchanged.



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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>**

**Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"**

### **NUCLEAR EXCLUSION**

This endorsement modifies insurance provided under the following:

#### **HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY CLAIMS MADE AND REPORTED INSURANCE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that this Policy does not apply:

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

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or by-product material; "source material",

"special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means:

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

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

All other terms and conditions of this Policy remain unchanged.



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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>  
Beazley Insurance Company, Inc. referred to in this endorsement as either the  
“Insurer” or the “Underwriters”**

**SANCTION LIMITATION AND EXCLUSION CLAUSE**

This endorsement modifies insurance provided under the following:

**HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY  
CLAIMS MADE AND REPORTED INSURANCE**

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

All other terms and conditions of this Policy remain unchanged.



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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>  
Beazley Insurance Company, Inc. referred to in this endorsement as either the  
“Insurer” or the “Underwriters”**

**SANCTION LIMITATION AND EXCLUSION CLAUSE - ALASKA**

This endorsement modifies insurance provided under the following:

**HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY  
CLAIMS MADE AND REPORTED INSURANCE**

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

All other terms and conditions of this Policy remain unchanged.



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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>  
Beazley Insurance Company, Inc. referred to in this endorsement as either the  
“Insurer” or the “Underwriters”**

**SANCTION LIMITATION AND EXCLUSION CLAUSE- FLORIDA**

This endorsement modifies insurance provided under the following:

**HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY  
CLAIMS MADE AND REPORTED INSURANCE**

Beazley Insurance Company, Inc. may not be deemed to provide coverage and may not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose Beazley Insurance Company, Inc. to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, law or regulations of the European Union, United Kingdom or United States of America.

All other terms and conditions of this Policy remain unchanged.



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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>  
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"**

**SANCTION LIMITATION AND EXCLUSION CLAUSE - KANSAS**

This endorsement modifies insurance provided under the following:

**HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY  
CLAIMS MADE AND REPORTED INSURANCE**

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

All other terms and conditions of this Policy remain unchanged.



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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>  
Beazley Insurance Company, Inc. referred to in this endorsement as either the  
“Insurer” or the “Underwriters”**

**SANCTION LIMITATION AND EXCLUSION CLAUSE - MARYLAND**

This endorsement modifies insurance provided under the following:

**HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY  
CLAIMS MADE AND REPORTED INSURANCE**

Beazley Insurance Company, Inc. shall not be deemed to provide coverage and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose Beazley Insurance Company, Inc. to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, law or regulations of the United States of America or on the list of Specially Designated National and Blocked Persons issued by the United States Treasury Department's Office of Foreign Asset Control (OFAC).

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply

All other terms and conditions of this Policy remain unchanged



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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>  
Beazley Insurance Company, Inc. referred to in this endorsement as either the  
“Insurer” or the “Underwriters”**

**SANCTION LIMITATION AND EXCLUSION CLAUSE - OHIO**

This endorsement modifies insurance provided under the following:

**HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY  
CLAIMS MADE AND REPORTED INSURANCE**

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, law or regulations of the European Union, United Kingdom or United States of America.

All other terms and conditions of this Policy remain unchanged.



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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>  
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"**

**SANCTION LIMITATION AND EXCLUSION CLAUSE**

This endorsement modifies insurance provided under the following:

**HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY  
CLAIMS MADE AND REPORTED INSURANCE**

Beazley Insurance Company, Inc. shall not be deemed to provide coverage and shall not 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 Beazley Insurance Company, Inc. to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, law or regulations of the European Union, United Kingdom or United States of America.

All other terms and conditions of this Policy remain unchanged.



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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>  
Beazley Insurance Company, Inc. referred to in this endorsement as either the  
“Insurer” or the “Underwriters”**

**CAP ON LOSSES ARISING OUT OF CERTIFIED ACT OF TERRORISM**

This endorsement modifies insurance provided under the following:

**HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL  
LIABILITY CLAIMS MADE AND REPORTED INSURANCE**

- A. If aggregate insured losses attributable to “Certified Acts of Terrorism” exceed \$100,000,000,000 in a calendar year and the Underwriters meet the applicable insurer deductible under the Terrorism Risk Insurance Act, the Underwriters are not liable for the payment of any portion of the amount of the losses exceeding \$100,000,000,000. Insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
- B. As used in this endorsement, “Certified Act of Terrorism” means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- C. Terrorism exclusions, or the inapplicability or omission of a terrorism exclusion, do not create coverage for injury or damage otherwise excluded under this Policy.

All other terms, exclusions and conditions of the policy remain unchanged.



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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>  
Beazley Insurance Company, Inc. referred to in this endorsement as either the  
“Insurer” or the “Underwriters”**

**CAP ON LOSSES ARISING OUT OF CERTIFIED ACT OF TERRORISM - VIRGINIA**

This endorsement modifies insurance provided under the following:

**HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY  
CLAIMS MADE AND REPORTED INSURANCE**

- A. If aggregate insured losses attributable to “Certified Acts of Terrorism” exceed \$100,000,000,000 in a calendar year and the Underwriters meet the applicable insurer deductible under the Terrorism Risk Insurance Act, the Underwriters are not liable for the payment of any portion of the amount of the losses exceeding \$100,000,000,000. Insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
- B. For the purposes of this endorsement, "Certified Act of Terrorism" means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act, as extended and reauthorized (the "Act"). The criteria contained in the Act for a certified act of terrorism include the following:
  1. The act results in insured losses in excess of \$5,000,000 in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
  2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- C. Terrorism exclusions, or the inapplicability or omission of a terrorism exclusion, do not create coverage for injury or damage otherwise excluded under this Policy.

All other terms, exclusions and conditions of the policy remain unchanged.



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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>**

**Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"**

**CRISIS EVENT COVERAGE**

This endorsement modifies insurance provided under the following:

**HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY CLAIMS MADE AND REPORTED INSURANCE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that solely for purposes of this endorsement:

1. Clause **II. SUPPLEMENTARY PAYMENTS-INSURING AGREEMENTS I.A.1. AND I.A.2.** is amended by the addition of the following:
  4. The underwriters will reimburse the **Named Insured** up to a maximum of \$25,000 aggregate during any one Policy Period for fees paid to a public relations or crisis management firm approved by underwriters for services related to a **Crisis Event** that first occurs and is reported to underwriters during the policy period.
2. **Clause VI. DEFINITIONS** is amended by the addition of the following:

**Crisis Event** means an incident of workplace violence or other event leading to the death or debilitating illness or injury of one or more persons, that the **Named Insured** reasonably believes will have a material adverse effect upon the **Named Insured's** reputation for providing **Professional Services** to others

All other terms and conditions of this Policy remain unchanged.

  
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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>  
Beazley Insurance Company, Inc. referred to in this endorsement as either the  
“Insurer” or the “Underwriters”**

**DELETE EXCLUSION V.1.K**

This endorsement modifies insurance provided under the following:

**HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY  
CLAIMS MADE AND REPORTED INSURANCE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that it is hereby understood and agreed that Clause **V.1. Exclusions applicable to Insuring Agreement I.A.1, Professional Liability**, paragraph k. is deleted.

All other terms and conditions of this Policy remain unchanged.



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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>  
Beazley Insurance Compnay, Inc. referred to in this endorsement as either the  
“Insurer” or the “Underwriters”**

**DELETE PROFESSIONAL SERVICES TO PROFESSIONAL ATHLETES EXCLUSION - VERMONT**

This endorsement modifies insurance provided under the following:

**HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY  
CLAIMS MADE AND REPORTED INSURANCE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that it is hereby understood and agreed that Clause **V.1. Exclusions applicable to Insuring Agreement I.A.1, Professional Liability**, paragraph k. is deleted.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>  
Beazley Insurance Company, Inc. referred to in this endorsement as either the  
“Insurer” or the “Underwriters”**

**EMPLOYED PHARMACISTS AND PHARMACY TECHNICIANS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY  
CLAIMS MADE AND REPORTED INSURANCE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that solely for purposes of this endorsement, Clause V. **EXCLUSIONS 4. Exclusions applicable to all Insuring Agreements, Paragraph u)** is deleted in its entirety and replaced with the following:

(u) to any **Claim** arising out of any actual or alleged act, error or omission in the rendering or failing to render pharmacy services, including the manufacture, sale, distribution, handling or resale of any pharmaceuticals or drugs, provided, this exclusion shall not apply to any **Claim** arising directly out of any negligent act, error or omission in rendering or failure to render **Professional Services** by any employed pharmacists and/or pharmacy technicians, prior written approval by the Underwriters.

All other terms and conditions of this Policy remain unchanged.



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Jim Engle

Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>**

**Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"**

**MASSAGE SERVICES EXCLUSION**

This endorsement modifies insurance provided under the following:

**HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY CLAIMS MADE AND REPORTED INSURANCE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that solely for purposes of this endorsement:

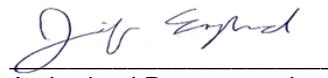
1. Clause **V. EXCLUSIONS**, paragraph 4. **Exclusions applicable to all insuring agreements** is amended by the addition of the following:

<ref> to any **Claim** for or directly or indirectly arising out of any type of massage or massage therapy.

2. Clause **VI. DEFINITIONS**, paragraph r. "**Health and Fitness Professional**" is deleted in its entirety and replaced with the following:

- r. "**Health and Fitness Professional**" is a professional who is licensed and/or certified to work in any of a wide range of professions in relation to healthcare or its related services, other than nursing, pharmacy and medicine. **Health and Fitness Professional** does not include services such as a physician, physician assistant, surgeon, dentist, osteopath, podiatrist, orthodontist, chiropractor, psychiatrist, psychologist, pharmacist, EMT, nurse, nurse practitioner, midwife, engineer, engineering consultant, safety inspector, jobsite safety trainer or consultant, environmental inspector or consultant, massage therapist, or other services excluded by endorsement to this policy.

All other terms and conditions of this Policy remain unchanged.

  
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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>**

**Beazley Insurance Company, Inc. Referred to in this endorsement as either the "Insurer" or the "Underwriters"**

**PHYSICAL PRESENCE EXCLUSION**

This endorsement modifies insurance provided under the following:

**HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY CLAIMS MADE AND REPORTED INSURANCE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that solely for purposes of this endorsement:

1. Clause **V. EXCLUSIONS**, paragraph **1. Exclusions applicable to Insuring Agreement I.A.1, Professional Liability** is amended by the addition of the following:

<ref> to any **Claim** arising out of any negligent act, error or omission of any Insured in the rendering or failing to render **Professional Services** when the client or participant is not in the physical or visual presence of the **Insured** and the **Insured** has not obtained an **Informed Consent and Liability Waiver** from the client/participant.

2. Clause **VI. DEFINITIONS** is amended with the addition of the following:

<ref> "**Informed Consent and Liability Waiver**" means a document containing language wherein the **Insured**'s client or participant in an activity involving **Professional Services** acknowledges the inherent risk or possibility of injury or harm by participation in the activity and releases or limits the legal liability of the **Insured**, and which was either executed in person, acknowledged online, or stated as a condition of use for a pre-recorded activity.

All other terms and conditions of this Policy remain unchanged.

  
\_\_\_\_\_  
Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>**

**Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"**

### **SEXUAL MOLESTATION/ABUSE COVERAGE**

This endorsement modifies insurance provided under the following:

#### **HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY CLAIMS MADE AND REPORTED INSURANCE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that solely for purposes of this endorsement:

1. Clause I. **INSURING AGREEMENTS** A. is amended by the addition of the following:

1. **Sexual Molestation and/or Abuse Liability Coverage**

The Underwriters will pay on behalf of the **Insured Damages** and **Claims Expenses** which the **Insured** shall become legally obligated to pay because of any **Claim** or **Claims** first made against the **Insured** during the **Policy Period** and reported to the Underwriters during the **Policy Period** or any applicable **Extended Reporting Period**, arising out of any **Professional Services** resulting in **Bodily Injury** from sexual **Molestation** and/or **Abuse** committed on or after the Retroactive Date set forth in Item 6. of the Declarations except as excluded or limited by the terms, conditions and exclusions of this Policy.

2. Clause V. **EXCLUSIONS 1. Exclusions applicable to Insuring Agreement I.A.1, Professional Liability** is amended by the addition of the following:

- (a) to Criminal defense costs of any individual or individuals, and to any other costs associated with a criminal trial including appeals;
    - (b) **Alienation of Affection**;
    - (c) Sexual **Molestation** or **Abuse** of any **Employee** or **Volunteer** of the **Insured** or any party subcontracted by the **Insured**;
    - (d) To any Claim arising out of sexual **Molestation** or **Abuse** caused by any person who has previously been the subject of a civil or criminal sexual **Molestation** or **Abuse** claim.

3. Clause V. **EXCLUSIONS 4. Exclusions applicable to all insuring agreements, paragraph i.,** is deleted and replaced with the following:

- i. to any **Claim** arising out of or resulting from:

1. any conduct, physical act, gesture, or spoken or written words of a physically violent nature by any **Insured**, including but not limited to, sexual intimacy (whether or not consensual), sexual or physical assault or battery, non-sexual physical abuse, **sexual harassment** or exploitation; or
    2. the **Insured's** actual or alleged negligent employment, investigation, supervision, hiring, training or retention of any **Employee**, **Insured** or person for whom the **Insured** is legally responsible and whose conduct falls within paragraph (1), above.

4. Clause VI. **DEFINITIONS** is amended by the addition of the following:

SM-A. "**Abuse**" means physical, verbal, emotional and/or mental abuse of a person or persons by the **Named Insured** or by any person for whom the **Named Insured** is responsible. It includes all such behavior up to the time a **Claim** for **Damages** is brought against the **Named Insured**.

SM-B. "**Alienation of Affection**" means the act of interfering with an affectionate relationship so that one person loses affection of the other.

SM-C. "**Molestation**" means any action with sexual connotations or purpose directed towards a person or persons by the **Named Insured** or by any person for whom the **Named Insured** is responsible resulting in mental or **Bodily Injury**.

SM-D. "**Sexual Harassment**" means inappropriate non-physical actions or verbal comments or suggestions of a sexual nature.

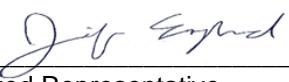
5. Clause **VII. LIMIT OF LIABILITY** is amended by the addition of the following at the end thereof:

SM-A. The Underwriters' maximum Limit of Liability for all **Damages** and **Claims Expenses** resulting from all **Claims** due to sexual **Molestation** or **Abuse** shall be USD 100,000 each claim / 300,000 aggregate, which amounts shall be part of and not in addition to the "Aggregate for the **Policy Period**" Limit of Liability set forth in Item 3.E of the Declarations. All **Damages** and **Claims Expenses** arising out of continued repeated exposure to substantially the same general harmful conditions shall be subject to the above sublimit of liability. The Deductible set forth in Item 4. of the Declarations shall apply to this sublimit of liability.

6. Clause **XII. NOTICE OF CLAIM, OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM** is amended by the addition of the following:

SM-A. All **Claims** for **Damages** because of sexual **Molestation** and/or **Abuse** resulting in **Bodily Injury** to the same person or persons, including **Claims Expenses** claimed by any person or organization for care, loss of services, or death resulting at any time from the sexual **Molestation** and/or **Abuse** will be deemed to have been made at the time the first of these **Claims** is made against any **Insured**.

All other terms and conditions of this Policy remain unchanged.



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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>**

**Beazley Insurance Company, Inc. Referred to in this endorsement as either the "Insurer" or the "Underwriters"**

**SEXUAL MOLESTATION/ABUSE COVERAGE – ILLINOIS**

This endorsement modifies insurance provided under the following:

**HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY CLAIMS MADE AND REPORTED INSURANCE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that solely for purposes of this endorsement:

1. Clause **I. INSURING AGREEMENTS** A. is amended by the addition of the following:

1. **Sexual Molestation and/or Abuse Liability Coverage**

The Underwriters will pay on behalf of the **Insured Damages** and **Claims Expenses** which the **Insured** shall become legally obligated to pay because of any **Claim** or **Claims** first made against the **Insured** during the **Policy Period** and reported to the Underwriters during the **Policy Period** or any applicable **Extended Reporting Period**, arising out of any **Professional Services** resulting in **Bodily Injury** from sexual **Molestation** and/or **Abuse** committed on or after the Retroactive Date set forth in Item 6. of the Declarations except as excluded or limited by the terms, conditions and exclusions of this Policy.

2. Clause **V. EXCLUSIONS 1. Exclusions applicable to Insuring Agreement I.A.1, Professional Liability** is amended by the addition of the following:

- (a) to Criminal defense costs of any individual or individuals, and to any other costs associated with a criminal trial including appeals;
  - (b) **Alienation of Affection**;
  - (c) Sexual **Molestation** or **Abuse** of any **Employee** or **Volunteer** of the **Insured** or any party subcontracted by the **Insured**;
  - (d) To any Claim arising out of sexual **Molestation** or **Abuse** caused by any person who has previously been the subject of a civil or criminal sexual **Molestation** or **Abuse** claim.

3. Clause **V. EXCLUSIONS 4. Exclusions applicable to all insuring agreements, paragraph i.,** is deleted and replaced with the following:

- i. to any **Claim** arising out of or resulting from:

1. any conduct, physical act, gesture, or spoken or written words of a physically violent nature by any **Insured**, including but not limited to, sexual intimacy (whether or not consensual), sexual or physical assault or battery, non-sexual physical abuse, **sexual harassment** or exploitation; or
    2. the **Insured's** actual or alleged negligent employment, investigation, supervision, hiring, training or retention of any **Employee**, **Insured** or person for whom the **Insured** is legally responsible and whose conduct falls within paragraph (1), above.

4. Clause **VI. DEFINITIONS** is amended by the addition of the following:

SM-A. "**Abuse**" means physical, verbal, emotional and/or mental abuse of a person or persons by the **Named Insured** or by any person for whom the **Named Insured** is responsible. It

includes all such behavior up to the time a **Claim for Damages** is brought against the **Named Insured**.

SM-B. "**Alienation of Affection**" means the act of interfering with an affectionate relationship so that one person loses affection of the other.

SM-C. "**Molestation**" means any action with sexual connotations or purpose directed towards a person or persons by the **Named Insured** or by any person for whom the **Named Insured** is responsible resulting in mental or **Bodily Injury**.

SM-D. "**Sexual Harassment**" means inappropriate non-physical actions or verbal comments or suggestions of a sexual nature.

5. Clause **VII. LIMIT OF LIABILITY** is amended by the addition of the following at the end thereof:

SM-A. The Underwriters' maximum Limit of Liability for all **Damages** resulting from all **Claims** due to sexual **Molestation** or **Abuse** shall be USD 100,000 each claim / 300,000 aggregate. All **Damages** arising out of continued repeated exposure to substantially the same general harmful conditions shall be subject to the above limit of liability. The Deductible set forth in Item 4. of the Declarations shall apply to this limit of liability.

**Claims Expenses** for any **Claim** due to sexual **Molestation** or **Abuse** are paid as supplemental to the limit of liability.

6. Clause **XII. NOTICE OF CLAIM, OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM** is amended by the addition of the following:

SM-A. All **Claims for Damages** because of sexual **Molestation** and/or **Abuse** resulting in **Bodily Injury** to the same person or persons, including **Claims Expenses** claimed by any person or organization for care, loss of services, or death resulting at any time from the sexual **Molestation** and/or **Abuse** will be deemed to have been made at the time the first of these **Claims** is made against any **Insured**.

All other terms and conditions of this Policy remain unchanged.



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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>**

**Beazley Insurance Company, Inc. Referred to in this endorsement as either the "Insurer" or the "Underwriters"**

**SEXUAL MOLESTATION/ABUSE COVERAGE – TEXAS**

This endorsement modifies insurance provided under the following:

**HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY CLAIMS MADE AND REPORTED INSURANCE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that solely for purposes of this endorsement:

1. Clause I. **INSURING AGREEMENTS** A. is amended by the addition of the following:

1. **Sexual Molestation and/or Abuse Liability Coverage**

The Underwriters will pay on behalf of the **Insured Damages** and **Claims Expenses** which the **Insured** shall become legally obligated to pay because of any **Claim** or **Claims** first made against the **Insured** during the **Policy Period** and reported to the Underwriters during the **Policy Period** or any applicable **Extended Reporting Period**, arising out of any **Professional Services** resulting in **Bodily Injury** from sexual **Molestation** and/or **Abuse** committed on or after the Retroactive Date set forth in Item 6. of the Declarations except as excluded or limited by the terms, conditions and exclusions of this Policy.

2. Clause V. **EXCLUSIONS 1. Exclusions applicable to Insuring Agreement I.A.1, Professional Liability** is amended by the addition of the following:

- (a) to Criminal defense costs of any individual or individuals, and to any other costs associated with a criminal trial including appeals;
  - (b) **Alienation of Affection**;
  - (c) Sexual **Molestation** or **Abuse** of any **Employee** or **Volunteer** of the **Insured** or any party subcontracted by the **Insured**;
  - (d) To any Claim arising out of sexual **Molestation** or **Abuse** caused by any person who has previously been the subject of a civil or criminal sexual **Molestation** or **Abuse** claim.

3. Clause V. **EXCLUSIONS 4. Exclusions applicable to all insuring agreements, paragraph i.,** is deleted and replaced with the following:

- i. to any **Claim** arising out of or resulting from:

1. any conduct, physical act, gesture, or spoken or written words of a physically violent nature by any **Insured**, including but not limited to, sexual intimacy (whether or not consensual), sexual or physical assault or battery, non-sexual physical abuse, **sexual harassment** or exploitation; or
    2. the **Insured's** actual or alleged negligent employment, investigation, supervision, hiring, training or retention of any **Employee**, **Insured** or person for whom the **Insured** is legally responsible and whose conduct falls within paragraph (1), above.

4. Clause VI. **DEFINITIONS** is amended by the addition of the following:

SM-A. "**Abuse**" means physical, verbal, emotional and/or mental abuse of a person or persons by the **Named Insured** or by any person for whom the **Named Insured** is responsible. It includes all such behavior up to the time a **Claim** for **Damages** is brought against the

**Named Insured.** For purposes of this endorsement, abuse means an act which is committed with the intent to cause harm.

SM-B. “**Alienation of Affection**” means the act of interfering with an affectionate relationship so that one person loses affection of the other.

SM-C. “**Molestation**” means any action with sexual connotations or purpose directed towards a person or persons by the **Named Insured** or by any person for whom the **Named Insured** is responsible resulting in mental or **Bodily Injury**.

SM-D. “**Sexual Harassment**” means inappropriate non-physical actions or verbal comments or suggestions of a sexual nature.

5. Clause **VII. LIMIT OF LIABILITY** is amended by the addition of the following at the end thereof:

SM-A. The Underwriters’ maximum Limit of Liability for all **Damages** and **Claims Expenses** resulting from all **Claims** due to sexual **Molestation** or **Abuse** shall be USD 100,000 each claim / 300,000 aggregate, which amounts shall be part of and not in addition to the “Aggregate for the **Policy Period**” Limit of Liability set forth in Item 3.E of the Declarations. All **Damages** and **Claims Expenses** arising out of continued repeated exposure to substantially the same general harmful conditions shall be subject to the above sublimit of liability. The Deductible set forth in Item 4. of the Declarations shall apply to this sublimit of liability.

6. Clause **XII. NOTICE OF CLAIM, OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM** is amended by the addition of the following:

SM-A. All **Claims for Damages** because of sexual **Molestation** and/or **Abuse** resulting in **Bodily Injury** to the same person or persons, including **Claims Expenses** claimed by any person or organization for care, loss of services, or death resulting at any time from the sexual **Molestation** and/or **Abuse** will be deemed to have been made at the time the first of these **Claims** is made against any **Insured**.

All other terms and conditions of this Policy remain unchanged.



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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>**

**Beazley Insurance Company, Inc. Referred to in this endorsement as either the "Insurer" or the "Underwriters"**

**POLICY CHANGES ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY  
CLAIMS MADE AND REPORTED INSURANCE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

Master Policy Change  
Number: <master policy  
change number>

Master Policy Number <master policy number>	Policy Changes Effective <policy changes effective>	Underwriters Beazley Insurance Company, Inc. 30 Batterson Park Road Farmington, CT 06032
Named Insured <named insured>		Authorized Representative Lockton Affinity, LLC 10895 Lowell Ave, Suite 300 Overland Park, KS 66210
Insuring Agreements Affected		
<b>CHANGES</b>		

All other terms and conditions of this Policy remain unchanged.

A handwritten signature in blue ink, appearing to read "Jit Sengal".

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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>**

**Beazley Insurance Company, Inc. Referred to in this endorsement as either the "Insurer" or the "Underwriters"**

**POLICY CHANGES ENDORSEMENT – MAINE**

This endorsement modifies insurance provided under the following:

**HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY  
CLAIMS MADE AND REPORTED INSURANCE**

NOTHING IN THIS ENDORSEMENT SHALL CHANGE ANY POLICY TERMS, CONDITIONS OR RATES THAT MUST BE FILED.

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

Master Policy Change  
Number: <master policy  
change number>

Master Policy Number <master policy number>	Policy Changes Effective <policy changes effective>	Underwriters <Underwriters>
Named Insured <named insured>		Authorized Representative <authorized representative>
Insuring Agreements Affected <insuring agreements affected>		
<b>CHANGES</b>		

All other terms and conditions of this Policy remain unchanged.



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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>**

**Beazley Insurance Company, Inc. referred to in this endorsement as either the  
“Insurer” or the “Underwriters”**

## **ALASKA AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY CLAIMS MADE AND REPORTED INSURANCE**

The Master Policy is amended as follows:

1. Item 7. of the Declarations is deleted in its entirety and replaced as follows:

Item 7.

**Extended Reporting Period:**

- a) 12 months at 100% of the total premium; or
- b) 24 months at 150% of the total premium; or
- c) 36 months at 175% of the total premium; or
- d) 60 months at 199% of the total premium.

2. Clause **V. EXCLUSIONS**, Section **4. Exclusions applicable to all insuring agreements**, p. is deleted in its entirety and replaced with the following:

p. to any **Claim** caused by:

1. any fungus(es) or spore(s);
2. any substance, vapour or gas produced by or arising out of any fungus(es) or spore(s); or
3. any materials, product, building component, building or structure that contains, harbours, nurtures or acts as a medium for any fungus(es) or spore(s);

For the purposes of this Exclusion, the following Definitions are added:

“Fungus(es)” includes, but is not limited to, any form of mold, mushroom or mildew.

“Spore(es)” mean any reproductive body produced by or arising out of any fungus(es).

This Exclusion shall not apply to **Claims** arising from medical research activities that would otherwise be covered hereunder. This Exclusion shall not apply to fungus(es) or spore(s) that are caused by a peril that is not otherwise excluded.

3. Clause **X. EXTENDED REPORTING PERIOD** is deleted in its entirety and replaced with the following:

### **X. EXTENDED REPORTING PERIOD**

- A. In the event the Underwriters or the **Named Insured** cancels or non-renews this Policy, the **Named Insured** designated in Item 1. shall have an automatic 60 day extension of coverage granted by this Policy following the effective date of cancellation or nonrenewal, but only for **Claims** first made against any **Insured** and reported to the Underwriters during the **Extended Reporting Period**, subject to the conditions set forth in the definition of **Extended Reporting Period** herein. This period shall be referred to herein as the "Automatic Extension Period"
- B. In the event the Underwriters or the **Named Insured** cancels or non-renews this Policy, the **Named Insured** designated in Item 1. of the Declarations shall have the right to a 12, 24, 36 or 60 month **Extended Reporting Period** for **Claims** first made against any **Insured** and reported to the Underwriters during the **Extended Reporting Period**, subject to the conditions set forth in the definition of **Extended Reporting Period** herein. In order for the **Named Insured** to invoke the **Extended Reporting Period** option, the payment of the additional premium set forth in Item 7. a., b., c. or d. of the Declarations for the **Extended Reporting Period** must be paid to the Underwriters within 60 days of the non-renewal or cancellation.
- C. The Limit of Liability for the Automatic Extension Period and the **Extended Reporting Period** shall be part of, and not in addition to, the Underwriters' Limit of Liability for the **Policy Period**.
- D. The quotation by the Underwriters of a different premium or Deductible or Limit of Liability or changes in Policy language for the purpose of renewal shall not constitute a refusal to renew by the Underwriters.
- E. All notices and premium payments with respect to the **Extended Reporting Period** shall be directed to the Underwriters through the entity named in Item 8. of the Declarations.
- F. At the commencement of the **Extended Reporting Period**, the entire premium shall be deemed earned, and in the event the **Named Insured** terminates the **Extended Reporting Period** for any reason prior to its natural expiration, the Underwriters will not be liable to return any premium paid for the **Extended Reporting Period**.

4. Clause **XI. OTHER INSURANCE** is deleted in its entirety and replaced with the following:

If there is any other valid and collectible insurance available to any **Insured**, the insurance under this Policy shall share proportionately (in excess of any applicable self-insurance available to any **Insured**) with that insurance unless such other insurance is written only as a specific excess insurance over the Limit of Liability of this Policy.

The insurance provided for **Property Damage** to the structures or portions thereof rented to or temporarily occupied by the **Insured**, including fixtures permanently attached thereto, where coverage is provided under Coverage I.A.3. above, shall share proportionately with any valid and collectible property insurance (including any deductible portion thereof) available to the **Insured**.

5. Clause **XX. CANCELLATION** is deleted in its entirety and replaced with the following:

**2. For the Named Insured**

- A. This Policy may be cancelled by the **Named Insured**, by surrender thereof to the Underwriters or by mailing or delivering to the Underwriters through the entity named in Item 8. of the Declarations, written notice stating when the cancellation shall be effective.

- B. This Policy may be cancelled by the Underwriters by mailing by first class mail to the **Named Insured** at the address last known to the Underwriters and to the agent or broker of record, if any, written notice, including the reason or reasons for cancellation, stating when, not less than 60 days thereafter, such cancellation shall be effective. However, if the Underwriters cancel this Insurance because the **Insured** has failed to pay a premium when due, this Policy may be cancelled by the Underwriters by mailing by first class mail a written notice of cancellation, including the reason or reasons for cancellation, to the **Named Insured** at the address last known to the Underwriters and to the agent or broker of record, if any, stating when, not less than 20 days thereafter, such cancellation shall be effective.

If cancellation is (1) for conviction of the **Insured** of a crime having as one of its necessary elements an act increasing a hazard insured against, or (2) for discovery of fraud or material misrepresentation made by the **Insured** or a representative of the **Insured** in obtaining the insurance or by the insured in pursuing a claim under the policy, this Policy may be cancelled by the Underwriters by mailing by first class mail a written notice of cancellation, including the reason or reasons for cancellation, to the **Named Insured** at the address last known to the Underwriters and to the agent or broker of record, if any, stating when, not less than 10 days thereafter, such cancellation shall be effective.

The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. A certificate of mailing from the United States Post Office will be sufficient proof of notice.

- C. If the **Named Insured** cancels this Policy, the refund will be pro rata unearned premium minus a cancellation fee of 7.5% of the pro rata unearned premium.
- D. If the Underwriters cancel this Policy prior to any **Claim** being reported under this Policy, earned premium shall be computed pro rata.
- E. The premium shall be deemed fully earned if any **Claim** under this Policy is reported to the Underwriters or Loss incurred under this Policy on or before the date of cancellation.
- F. Premium adjustments shall be made as follows:
1. if the **Named Insured** cancels, within 45 days of receipt of the request for cancellation or by the effective date of cancellation, whichever is later; or
  2. if the Underwriters cancel, before the effective date of cancellation, except that if cancellation is for any of the following:
    - (a) nonpayment of premium;
    - (b) conviction of the Insured of a crime having as one of its necessary elements an act increasing a hazard insured against;
    - (c) discovery of fraud or material misrepresentation made by the **Insured** or the **Insured's** representative in obtaining the insurance or by the Insured in pursuing a **Claim** under the Policy; or
    - (d) the **Insured's** failure or refusal to provide the information necessary to confirm exposure or necessary to determine the Policy premium;

then, the premium adjustment shall be made within 45 days after notice of cancellation is given.

Payment or tender of unearned premium is not a condition of cancellation.

6. The following Clause is added to the Policy:

**NON-RENEWAL**

- A. This Policy may be non-renewed by the Underwriters by mailing to the **Named Insured** written notice at least 45 days before the end of the **Policy Period**. The notice will be mailed by first class mail to the **Named Insured** at the address last known to the Underwriters. A certificate of mailing from the United States Post Office will be sufficient proof of notice.
- B. Notice is not required if:
  1. the Underwriters have in good faith manifested their willingness to renew;
  2. in case of nonpayment of premium for the expiring Policy; or
  3. if the **Insured** fails to pay the premium as required by the Underwriters for renewal.

All other terms and conditions of the Policy remain unchanged.



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Authorized Representative

**ALASKA DEPARTMENT OF COMMERCE AND ECONOMIC DEVELOPMENT  
DIVISION OF INSURANCE  
ATTORNEY FEES COVERAGE NOTICE B**

**THIS POLICY LIMITS COVERAGE FOR ATTORNEY FEES  
UNDER ALASKA RULE OF CIVIL PROCEDURE 82**

In any suit in Alaska in which we have a right or duty to defend an insured within the limits of liability, our obligation under the applicable coverage to pay attorney fees taxable as costs against the insured is limited as follows:

Alaska Rule of Civil Procedure 82 provides that if you are held liable, some or all of the attorney fees of the person making a claim against you must be paid by you. The amount that must be paid by you is determined by Alaska Rule of Civil Procedure 82. We provide coverage for attorney fees for which you are liable under Alaska Rule of Civil Procedure 82 subject to the following limitation:

**If the Limit of Liability of the applicable coverage is \$1,000,000 or more, we will not pay any combination of judgment or Claim settlement and attorney fees under Alaska Rule of Civil Procedure 82 that exceeds the Limit of Liability of the applicable coverage.**

**If the Limit of Liability of the applicable coverage is less than \$1,000,000, we will not pay more than the greater of**

- (1) **that portion of any attorney's fees that is calculated by applying the schedule for contested cases in Alaska Rule of Civil Procedure 82(b)(1) to the Limit of Liability of the applicable coverage; or**
- (2) **\$10,000.**

***This limitation means the potential costs that may be awarded against you as attorney fees may not be covered in full. You will have to pay any attorney fees not covered directly.***

Example 1:

The attorney fees provided by the schedule for contested cases in Alaska Rule of Civil Procedure 82(b)(1) are:

20% of the first \$25,000 of a judgment;  
10% of the amounts over \$25,000 of a judgment.

Therefore, if a court awards a judgment against you in the amount of \$1,250,000, in addition to that amount you would be liable for attorney fees of \$127,500 under Alaska Rule of Civil Procedure 82(b)(1), calculated as follows:

	20% of \$25,000	\$5,000
	10% of \$1,225,000	\$122,500
Total Award	\$1,250,000	Total Attorney Fees      \$127,500

If the limit of liability of the applicable coverage is \$1,000,000, we would pay \$1,000,000 of the \$1,250,000 award, less the costs incurred defending you, and none of the attorney fees under Alaska Rule of Civil Procedure 82(b)(1).

You would be liable to pay, directly and without our assistance, the remaining judgment in excess of the remaining policy limit plus the \$127,500 attorney fees under Alaska Rule of Civil Procedure 82.

Example 2:

The attorney fees provided by the schedule for contested cases under Alaska Rule of Civil Procedure 82(b)(1) are:

20% of the first \$25,000 of a judgment;  
10% of the amounts over \$25,000 of a judgment.

Therefore, if a court awards a judgment against you in the amount of \$650,000, in addition to that amount you would be liable under Alaska Rule of Civil Procedure 82(b)(1) for attorney fees of \$67,500, calculated as follows:

20% of \$25,000	\$5,000
10% of \$625,000	\$62,500
Total Award	\$650,000

If the limit of liability of the applicable coverage is \$500,000, we would pay \$500,000 of the \$650,000 award, less the costs incurred defending you, and \$52,500 of the attorney fees under Alaska Rule of Civil Procedure 82(b)(1), calculated as follows:

20% of \$25,000	\$5,000
10% of 475,000	\$47,500
Total Limit of Liability	\$500,000

You would be liable to pay, directly and without our assistance, the judgment in excess of the remaining policy limit plus the remaining \$15,000 for attorney fees under Alaska Rule of Civil Procedure 82 not covered by this policy.

Example 3:

The attorney fees provided by the schedule for contested cases in Alaska Rule of Civil Procedure 82(b)(1) are:

20% of the first \$25,000 of a judgment;  
10% of the amounts over \$25,000 of a judgment.

Therefore, if a court enters a judgment against you in the amount of \$500,000, in addition to that amount you would be liable for attorney fees of \$52,500 under Alaska Rule of Civil Procedure 82(b)(1), calculated as follows:

20% of \$25,000	\$5,000
10% of 475,000	\$47,500
Total Award	\$500,000

If the limit of liability of the applicable coverage is \$50,000, we would pay \$50,000 of the \$500,000 award less the costs incurred defending you, and \$10,000 of the attorney fees under Alaska Rule of Civil Procedure 82(b)(1), calculated as follows:

20% of \$25,000	\$5,000
10% of \$25,000	\$2,500
	Minimum Limit
Total Limit of Liability	\$50,000
	Total Attorney Fees Covered
	\$10,000

You would be liable to pay, directly and without our assistance, the judgment in excess of the remaining policy limit plus the remaining \$42,500 for attorney fees under Alaska Rule of Civil Procedure 82 not covered by this policy.

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>  
Beazley Insurance Company, Inc. referred to in this endorsement as either the  
“Insurer” or the “Underwriters”**

**GEORGIA AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY  
CLAIMS MADE AND REPORTED INSURANCE**

The Master Policy is amended as follows:

Clause **V. EXCLUSIONS**, Section **4. Exclusions applicable to all insuring agreements**, j. is deleted in its entirety and replaced with the following:

- j. to **Damages** which are a multiple of compensatory **Damages**, fines, sanctions, taxes or penalties, or the return of or reimbursement for fees, costs or expenses charged by any **Insured**;

All other terms and conditions of the Policy remain unchanged.



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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>**

**Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"**

**ILLINOIS AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY CLAIMS MADE AND REPORTED INSURANCE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The first paragraph of Item 3. B i. and Paragraph 3.C Limit of Liability in the Declarations is revised to delete the words "and **Claims Expenses**,"
2. Item 3.E. of the Declarations is deleted in its entirety.
3. Clause **VII. LIMIT OF LIABILITY**, Paragraph A. is deleted in its entirety.
4. The first paragraph of Item 4. Deductible in the Declarations is revised to delete the words "and Claims Expenses:" but only in relation to General Liability coverage (Insuring Agreement I.A.2), Fire and Water Damage Legal Liability (Insuring Agreement I.A.3) and Host Liquor Liability (Insuring Agreement I.A.5).
5. The first sentence of Clause **I. INSURING AGREEMENTS** B. Defense and Settlement 1. is deleted and replaced with the following but only in relation to General Liability coverage (Insuring Agreement I.A.2), Fire and Water Damage Legal Liability (Insuring Agreement I.A.3) and Host Liquor Liability (Insuring Agreement I.A.5).
  1. The Underwriters shall have the right and duty to defend the **Insured**, at the Underwriters expense, for any **Claim** first made against the **Insured** seeking payment under the terms of this insurance, even if any of the allegations of the claim are groundless, false, or fraudulent. The underwriters shall choose defense counsel in conjunction with the **Insured**, but in the event of a dispute, the decision of the Underwriters is final.
6. Clause **I. INSURING AGREEMENTS** B. Defense and Settlement 2. is deleted in its entirety and replaced with the following but only in relation to General Liability coverage (Insuring Agreement I.A.2), Fire and Water Damage Legal Liability (Insuring Agreement I.A.3) and Host Liquor Liability (Insuring Agreement I.A.5).
  2. **Damages** shall be applied against the Deductible set forth in Item 4. of the Declarations. **Claims Expenses** shall not be applied against such Deductible.
7. Clause **I. INSURING AGREEMENTS** B. Defense and Settlement 4. is amended to delete the words, "and **Claims Expenses**" following the word "**Damages**" but only in relation to General Liability coverage (Insuring Agreement I.A.2), Fire and Water Damage Legal Liability (Insuring Agreement I.A.3) and Host Liquor Liability (Insuring Agreement I.A.5).
8. Clause **I. INSURING AGREEMENTS** B. Defense and Settlement 5. is amended by deletion of the reference to "interest" at the end of the fourth line of this Clause.
9. Clause **I. INSURING AGREEMENTS** B. Defense and Settlement 7. is deleted in its entirety and replaced with the following but only in relation to General Liability coverage (Insuring Agreement

I.A.2), Fire and Water Damage Legal Liability (Insuring Agreement I.A.3) and Host Liquor Liability (Insuring Agreement I.A.5).

10. It is further provided that the Underwriters shall not be obligated to pay any **Damages** after the applicable Limit of the Underwriters' Liability has been exhausted by payment of Damages or after deposit of the remaining applicable Limit of Liability in a court of competent jurisdiction.

In the event that the Underwriters shall not be obligated to pay **Claims Expenses**, or to undertake or continue defense of any **Claim** under this Policy for any reason, the Underwriters shall tender control of said defense to the **Insured**. In tendering such control, the Underwriters shall provide for the orderly transfer of said defense duties to the **Insured**.

11. Clause **III. PERSONS INSURED** (a) is amended to add the following:

In applying the foregoing, parties to a civil union as recognized under Illinois Law shall be included within the meaning of "spouse" for purposes of this section.

12. Clause **V. EXCLUSIONS 2.** (g) is amended by the addition of the following:

In applying the foregoing, parties to a civil union as recognized under Illinois Law shall be included within the meaning of "spouse" for purposes of this exclusion.

13. Clause **V. EXCLUSIONS 2.** (b) is amended by the addition of the following:

This exclusion does not apply to **Bodily Injury** resulting from the use of reasonable force to protect persons or property.

14. Clause **V. EXCLUSIONS 4.** (i.1) is amended by the addition of the following:

This exclusion does not apply to vicarious liability imposed on the **Insured**.

15. Clause **V. EXCLUSIONS 4.** (j) is amended by the addition of the following at the end thereof:

Except that if a suit is brought against the **Insured** on a **Claim** falling within the coverage thereof, seeking both compensatory and punitive damages, then Underwriters will afford a defense to such action, without liability, however, for such punitive damages; provided further, that Underwriters obligation to provide such defense for punitive damages shall terminate when the claim for compensatory damages in such action is terminated or paid through judgment or settlement and, in no event, shall Underwriters afford a defense for punitive damages after the limit of Underwriter's liability for compensatory damages has been paid.

16. Clause **V. EXCLUSIONS 4.** (ee) is deleted in its entirety

17. Clause **VI. DEFINITIONS** (f) **Claims Expenses** is amended by the addition of the words "or Underwriters" after the words "charges by the **Insured**".

18. Clause **VIII. DEDUCTIBLE** is amended to delete the words, ""and/or **Claims Expenses**" but only in relation to General Liability coverage (Insuring Agreement I.A.2), Fire and Water Damage Legal Liability (Insuring Agreement I.A.3) and Host Liquor Liability (Insuring Agreement I.A.5).

19. Clause **IX. INNOCENT INSURED**, last paragraph is deleted in its entirety and replaced with the following:

With respect to this provision, the Underwriters' obligation to pay in such event shall be in excess of the full extent of any assets recovered of any **Insured** to whom the exclusion applies and shall be subject to the terms, conditions and limitations of this Policy.

20. Clause **X. EXTENDED REPORTING PERIOD** is deleted and replaced with the following:

**X (A). EXTENDED REPORTING PERIOD – ALL INSURING AGREEMENTS EXCEPT INSURING AGREEMENT A.2 GENERAL LIABILITY, INSURING AGREEMENT A.3. FIRE AND WATER DAMAGE LEGAL LIABILITY AND INSURING AGREEMENT A.5. HOST LIQUOR LIABILITY.**

- A. In the event of cancellation or non-renewal of this insurance, the **Named Insured** designated in Item 1 of the Declarations shall have the right to a 12, 24 or 36 month **Extended Reporting Period** for **Claims** first made against any **Insured** and reported to the Underwriters during the **Extended Reporting Period**, subject to the conditions set forth in the definition of **Extended Reporting Period** herein. In order for the **Named Insured** to invoke the **Extended Reporting Period** option, the payment of the additional premium set forth in Item 7 (a) (b) or (c) of the declarations for the **Extended Reporting Period** must be paid to the Underwriters within 30 days after the non-renewal or cancellation.
- B. The Limit of Liability for the **Extended Reporting Period** shall be part of, and not in addition to, the Underwriters' Limit of Liability for the **Policy Period**.
- C. All notices and premium payments with respect to the **Extended Reporting Period** shall be directed to the Underwriters through the entity named in Item 8 of the Declarations.
- D. At the commencement of the **Extended Reporting Period**, the entire premium shall be deemed earned and the Underwriters will not be liable to return any premium paid for the **Extended Reporting Period**.

**X(B). EXTENDED REPORTING PERIOD – INSURING AGREEMENTS A.2. GENERAL LIABILITY, INSURING AGREEMENT A.3. FIRE AND WATER DAMAGE LEGAL LIABILITY AND INSURING AGREEMENT A.5. HOST LIQUOR LIABILITY.**

- A. In the event of a Termination of Coverage for any reason by the Underwriters or the **Named Insured** the **Named Insured** designated in Item 1. of the Declarations shall have the right to purchase an **Extended Reporting Period**, for the premium stated in Item 7. (d) of the Declarations, with respect to all **Claims** first made against any **Insured** and reported in writing to the Underwriters during the **Extended Reporting Period**, and arising out of any **Accident** committed on or after the **Retroactive Date** and before the end of the **Policy Period**, subject to the conditions set forth in the definition of **Extended Reporting Period** herein.  
The **Named Insured** will be offered an **Extended Reporting Period** for an unlimited duration, in addition to other options being offered. The premium for the **Extended Reporting Period** shall be priced as a factor of the expiring annual premium. The premium for the **Extended Reporting Period** for an unlimited duration shall be capped at two-hundred percent (200%) of the annual premium.
- B. The Limit of Liability for the **Extended Reporting Period** shall be part of, and not in addition to the Underwriters' Limit of Liability for the **Policy Period**. However, in the event an **Extended Reporting Period** for an unlimited duration is applicable to this Policy, the Limit of Liability for the **Extended Reporting Period** shall be reinstated in the amount of one-hundred percent (100%) of the aggregate expiring Limit of Liability.
- C. As a condition precedent to the right to purchase the **Extended Reporting Period**, the total premium for this Policy must be paid and any money paid for the **Extended Reporting Period** will be applied first to any amount owing for the **Policy Period**. The right to purchase the **Extended Reporting Period** shall terminate unless written notice together with full payment of the premium for the **Extended Reporting Period** is given to the Underwriters within sixty (60) days from the effective date of the Termination of Coverage.

- If such notice and premium payment is not so given to the Underwriters, there shall be no right to purchase the **Extended Reporting Period**. Any **Extended Reporting Period** shall apply only in regard to that coverage subject to the Termination of Coverage. If the Termination of Coverage is due only to a decrease in the aggregate Limit of Liability, the aggregate Limit of Liability for the Automatic and any purchased **Extended Reporting Period** shall be no greater than the amount of such decrease.
- D. The **Extended Reporting Period** shall be non-cancelable except for nonpayment of premium, and the entire premium for the **Extended Reporting Period** shall be deemed fully earned at inception. If similar insurance to that provided by this Policy is in force during the **Extended Reporting Period**, the coverage afforded by this Policy shall be excess over any such valid and collectible insurance.
  - E. All notices and premium payments with respect to the **Extended Reporting Period** shall be directed to the Underwriters through the entity named in Item 8. of the Declarations.
21. Clause **XI. OTHER INSURANCE** second paragraph is deleted in its entirety and replaced by the following:
- If the **Insured** has insurance provided by other insurers against a loss covered by this insurance, the Underwriters shall not be liable under this insurance for a greater proportion of such loss and **Claims Expenses** than the applicable limit of liability stated in the declarations bears to the total applicable limit of liability of all valid and collectible insurance against such loss, provided however that if the **Insured** has insurance provided by other insurers whose insurance is stated as excess over any other insurance available to the **Insured**, this insurance shall also apply solely in excess of such insurance, unless such other insurance is written as specific excess over the limit of liability of this insurance."
22. Clause **XII. NOTICE OF CLAIM, OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM** A. is amended by deleting the word "immediately" and replacing such word with the phrase, "as soon as reasonably practicable".
23. Clause **XII. NOTICE OF CLAIM, OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM** F. is deleted it its entirety and replaced with the following:
- If any **Insured** shall make any **Claim** under this Policy knowing such **Claim** to be false or fraudulent, as regards amount or otherwise, such **Claim** shall be denied under this Policy,
24. Clause **XVIII. MERGERS AND ACQUISITIONS, Paragraph B.** The words "and/or to apply to amended terms and conditions" towards the bottom of this Paragraph is deleted.
25. Clause **XX. Cancellation 1. For the Risk Purchasing Group** is deleted in its entirety and replaced with the following:
- 1. For the Risk Purchasing Group**
- A. This insurance may be cancelled by the Risk Purchasing Group at any time by written notice or by surrender of this Master Policy to the Underwriters through the entity named in Item 8 of the Declarations. This insurance may also be cancelled with or without the return or tender of the unearned premium by Underwriters by mailing notice of cancellation to the Risk Purchasing Group at the last mailing address known by Underwriters. The Correspondent shall maintain proof of mailing of such notice on a recognized U.S. Post Office form and a copy of such notice shall be sent to the Risk Purchasing Group's producer. The mailing of such notice as aforesaid shall be sufficient proof of notice and this insurance shall terminate at the date and hour specified in such notice.
  - B. Notice of cancellation must be mailed at least 30 days prior to the effective date of cancellation during the first 60 days of coverage. After coverage has been effective for 61 days or more,

- all notices must be mailed at least 60 days prior to the effective date of cancellation. Where cancellation is for non-payment of premium, 10 days' notice shall be given.
- C. In the event of cancellation, Underwriters shall refund the paid premium less the earned portion thereof on demand. The earned premium shall be calculated as follows: (A) If this insurance is cancelled by the Risk Purchasing Group, Underwriters shall retain the short rate proportion of the premium hereon, or of any minimum premium stipulated herein, in accordance with the table below. (B) If this insurance is cancelled by Underwriters, Underwriters shall retain the pro rata proportion of the premium hereon, or of any minimum premium stipulated herein. The premium shall be deemed fully earned if any **Claim** under this Policy is reported to Underwriters or any act, error or omission or **Accident** incurred under this Policy on or before the date of cancellation.
  - D. If this insurance has been in effect for 60 days, Underwriters can cancel only for one of the following reasons: (a) non-payment of premium; (b) the insurance was obtained through material misrepresentation; (c) the Risk Purchasing Group violated any of the terms and conditions of the contract of insurance; (d) the risk originally accepted has measurably increased; (e) certification to the Director of Insurance of the State of Illinois of the loss of reinsurance by Underwriters which provides coverage to Underwriters for all or a substantial part of the underlying risk insured; or (f) a determination by the Director of Insurance of the State of Illinois that the continuation of this insurance could place Underwriters in violation of the insurance laws of the State of Illinois.
  - E. If Underwriters elect not to renew this insurance, they will mail written notice of nonrenewal to the Risk Purchasing Group at the last mailing address known by Underwriters. The notice of nonrenewal shall be mailed at least 60 days prior to the expiration date of this insurance and shall state the reason for nonrenewal. The Correspondent shall maintain proof of mailing of such notice on a recognized U.S. Post Office form and a copy of such notice shall be sent to the Risk Purchasing Group's producer. This paragraph shall not apply, if Underwriters have manifested their willingness to renew to the Risk Purchasing Group and the Risk Purchasing Group has failed to comply with the terms of the renewal offer.
  - F. In the event of the cancellation of this master policy, the coverage hereunder shall run to its natural expiry date as specified in the Declarations."

This Amendatory Endorsement takes precedence over any provision in this Policy, including any endorsements to this Policy whenever added, to the extent that such provision is inconsistent with the provisions of this Amendatory Endorsement, unless such provision complies with the requirements of the applicable Insurance Laws and Regulations.

All other terms and conditions of this Policy remain unchanged.



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Jif Engard  
Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>**

**Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"**

### **KANSAS AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

#### **HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY CLAIMS MADE AND REPORTED INSURANCE**

The Master Policy is amended as follows:

1. Clause **XX. CANCELLATION**, paragraph **2.D.** is deleted and replaced by the following:

D. If this insurance has been in effect for 90 days or more, Underwriters can cancel only for one of the following reasons: (a) non-payment of premium; (b) the Policy was issued because of a material misrepresentation; (c) the **Named Insured** violated any of the material terms and conditions of the Policy; (d) unfavorable underwriting factors, specific to the **Named Insured**, exist that were not present at the inception of the Policy; (e) a determination by the commissioner that the continuation of coverage could place Underwriters in a hazardous financial condition or in violation of the insurance laws of this state; or (f) a determination by the commissioner that we no longer have adequate reinsurance to meet our needs.

2. Clause **XX. CANCELLATION**, paragraph **2.E.** is deleted and replaced by the following:

E. If Underwriters elect not to renew this insurance, they will mail written notice of nonrenewal to the **Named Insured** at the last mailing address known by Underwriters. The notice of nonrenewal shall be mailed at least 60 days prior to the expiration date of this insurance, and shall state the reason(s) for nonrenewal. The Correspondent shall maintain proof of mailing of such notice on a recognized U.S. Post Office form and a copy of such notice shall be sent to the **Named Insured's** producer. The Underwriters may satisfy this obligation of providing notice of nonrenewal to the **Named Insured** by causing such notice to be given by a licensed agent. This paragraph shall not apply, if Underwriters have manifested their willingness to renew to the **Named Insured** and the **Named Insured** has failed to comply with the terms of the renewal offer.

All other terms and conditions of the Policy remain unchanged.



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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>  
Beazley Insurance Company, Inc. referred to in this endorsement as either the  
“Insurer” or the “Underwriters”**

## **LOUISIANA AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY CLAIMS MADE AND REPORTED INSURANCE**

The Master Policy is amended as follows:

1. Clauses **I. INSURING AGREEMENTS A.2. General Liability, A.3. Fire and Water Damage Legal Liability, and A.4. Medical Expenses** are deleted in their entirety and all references to those clauses in the Policy are amended to conform to such deletion unless as otherwise noted herein.
2. Clause **V. EXCLUSIONS**, paragraph 4.g. is deleted in its entirety.
3. Clause **VI. DEFINITIONS**, paragraph z. is deleted in its entirety and replaced as follows:

**“Pollutants”** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot fumes, acids, alkalis, toxic chemicals and waste (waste includes materials to be recycled, reconditioned or reclaimed).

4. Paragraphs A. and B. of clause **VII. LIMIT OF LIABILITY**, are deleted in their entirety and replaced with the following:

#### **A. Policy Aggregate Limit**

The Policy Aggregate Limit of Liability stated in Item 3.E. of the Declarations is the Underwriters' combined total limit of liability payable under all Insuring Agreements of this Policy that are shown on the Declarations as being applicable for this Policy. **Claims Expenses** shall reduce the Policy Aggregate Limit of Liability only to the extent of allowing at least a minimum amount of \$1.00 of liability coverage remaining available for **Damages** from any **Claim**.

#### **B. Professional Liability Limit**

1. The sublimit of liability stated in Item 3.A.i. of the Declarations as “Each **Claim**” is the Underwriters' sublimit of Liability payable under Insuring Agreement I.A.1. Professional Liability.
2. The sublimit of liability stated in Item 3.A.ii. of the Declarations is the Underwriters' aggregate sublimit of liability payable under Insuring Agreement I.A.1. Professional Liability.
3. **Claims Expenses** shall reduce the sublimits of liability in either Items 3.A.i. or 3.A.ii. of the Declarations only to the extent of allowing at least a minimum amount of \$1.00 of liability coverage remaining available for **Damages** from any **Claim**.
5. Clause **VII. LIMIT OF LIABILITY**, paragraph F. is deleted in its entirety and replaced with the following:

- F. The Limit of Liability for **Claims** first made during the **Extended Reporting Period** shall be equal to the Policy Aggregate Limit of Liability as stated in Item 3.E. of the Declarations in effect at the time of termination.
6. Clause **X. EXTENDED REPORTING PERIOD**, paragraph B. is deleted in its entirety and replaced with the following:
- B. The Limit of Liability for **Claims** first made during the **Extended Reporting Period** shall be equal to the Policy Aggregate Limit of Liability as stated in Item 3.E. of the Declarations in effect at the time of termination.
7. Clause **X. EXTENDED REPORTING PERIOD**, paragraph F. is deleted in its entirety and replaced as follows:
- F. At the commencement of the **Extended Reporting Period**, the entire premium shall be deemed earned and the **Extended Reporting Period** cannot be canceled by the Underwriters. In the event the **Named Insured** terminates the **Extended Reporting Period** for any reason prior to its natural expiration, the Underwriters will return any premium paid for the **Extended Reporting Period** in accordance with state cancellation statutes.
8. Clause **XII. NOTICE OF CLAIM, OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM**, paragraph F. is deleted in its entirety and replaced as follows:
- F. If any **Insured** shall make any **Claim** under this Policy knowing and with intent that such **Claim** is based on false or fraudulent representations that are material to the risk potentially covered under the **Claim**, as regards amount or otherwise, coverage under this Policy for any such **Claim** can be denied and the Policy cancelled accordingly.
9. Clause **XIV. ACTION AGAINST THE UNDERWRITERS** is deleted in its entirety and replaced with the following:
- A person or organization may bring an action against the Underwriters including, but not limited to an action to recover on an agreed settlement or on a final judgment against an insured; but the Underwriters will not be liable for damages that are not payable under the terms of 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 Underwriters, the insured and the claimant or the claimant's legal representative
10. Clause **XV. BANKRUPTCY** is deleted in its entirety and replaced with the following:
- Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the Underwriters of their obligations hereunder. Further, any judgment which may be rendered against the **Insured** for which the Underwriters are liable which shall have become executory, shall be deemed *prima facie* evidence of the insolvency of the Insured, and an action may thereafter be maintained within the terms and limits of this Policy by the injured person, or his or her survivors or heirs against the Underwriters.
11. Clause **XVI. SUBROGATION** is deleted in its entirety and replaced as follows:

## **XVI. SUBROGATION**

If any payment is made under this Policy and there is available to the Underwriters any of the **Insured's** rights of recovery against any other party, then the Underwriters shall maintain all such rights of recovery. 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 an incident or event giving

rise to **Damages** to prejudice such rights without the Underwriters' prior written approval. Any recoveries shall be applied first to the **Insured**, until the **Insured** has been completely reimbursed **Damages**, second to subrogation expenses, and lastly to **Damages** paid by the Underwriters.

12. Clause XX. CANCELLATION, paragraph 1. is deleted in its entirety and replaced as follows:

**1. For the Risk Purchasing Group**

- A. This Policy may be cancelled by the Underwriters by mailing or delivering to the Risk Purchasing Group at the address shown in the Declarations written notice stating when, not less than sixty (60) days thereafter, such cancellation shall be effective. However, if the Underwriters cancel this Insurance because the Insured has failed to pay a premium when due, this Policy may be cancelled by the Underwriters by mailing a written notice of cancellation to the Risk Purchasing Group at the address shown in the Declarations stating when, not less than ten (10) days thereafter, such cancellation shall be effective. Mailing of notice shall be sufficient proof of notice.

The effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery (where permitted by law) of such written notice either by the Risk Purchasing Group or by the Underwriters shall be equivalent of mailing.

- B. In the event of the cancellation of this master policy, the coverage hereunder shall run to its natural expiry date as specified in the declarations.
- C. The Risk Purchasing Group may cancel this master policy by mailing or delivering to the Underwriters through the entity named in Item 8 of the Declarations, written notice stating when the cancellation shall be effective.

In such event, we will retain the pro rata proportion of the premium or 25% of the premium whichever is greater.

13. Clause XX. CANCELLATION, paragraph 2. is deleted in its entirety and replaced as follows:

**2. For the Named Insured**

- A. This insurance may be cancelled by the **Named Insured** at any time by written notice to the Underwriters. This insurance may also be cancelled by Underwriters by mailing notice of cancellation to the **Named Insured** at the last mailing address known by Underwriters. The Correspondent shall maintain proof of mailing of such notice on a recognized U.S. Post Office form and a copy of such notice shall be sent to the **Named Insured**'s producer. The mailing of such notice as aforesaid shall be sufficient proof of notice and this insurance shall terminate at the date and hour specified in such notice.
- B. This insurance may be cancelled by the Underwriters by mailing or delivering to the **Named Insured** at the address shown in the Declarations written notice stating when, not less than 60 days thereafter, such cancellation shall be effective. However, if the Underwriters cancel this insurance because the **Insured** has failed to pay a premium when due, this Policy may be cancelled by the Underwriters by mailing or delivering a written notice of cancellation to the **Named Insured** at the address shown in the Declarations stating when, not less than 10 days thereafter, such cancellation shall be effective. If notice is mailed, mailing of notice shall be sufficient proof of notice. Like notice will also be mailed or delivered to any other person shown by the Policy to have an interest in any **Damages** which may occur. The effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery (where permitted by law) of such written notice either by the **Named Insured** or by the Underwriters shall be equivalent of mailing.

- C. If this Policy has been in effect for more than 60 days, or if this Policy is a renewal, the Underwriters may only cancel for one or more of the following reasons:
  - 1. nonpayment of premium;
  - 2. fraud or material misrepresentation made by or with the knowledge of the **Named Insured** in obtaining the Policy, continuing the Policy, or in presenting a under the Policy;
  - 3. activities or omissions on the part of the **Named Insured** which change or increase any hazard insured against, including a failure to comply with loss control recommendations;
  - 4. change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including an increase in exposure due to regulation, legislation, or court decision;
  - 5. determination by the commissioner of insurance that the continuation of the Policy would jeopardize the Underwriters solvency or would place the Underwriters in violation of the insurance laws of this state or any other state;
  - 6. violation or breach by the **Insured** of any Policy terms or conditions; or
  - 7. other reasons that are approved by the commissioner of insurance.
- D. If the **Named Insured** cancels this Policy, the Underwriters shall refund a pro rata proportion for the unearned premium.
- E. If the Underwriters cancel this Policy prior to any **Claim** being reported or **Damages** incurred under this Policy, earned premium shall be computed pro rata.
- F. If the **Named Insured** cancels this Policy, the Underwriters shall return the pro rata proportion for the unearned premium within thirty (30) days after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation. Interest at the rate of one and one-half percent per month of the amount for the pro rata proportion for the unearned premium due to the Named Insured shall accompany payment of that amount if made beyond the thirty (30) day period following the effective cancellation.
- G. Payment of an initial, renewal, or installment insurance premium by the **Insured** to the Underwriters or a producer with a check or other negotiable instrument which is returned to the payee by the institution upon which it is drawn for insufficient funds available in the account, for lack of credit, for the reason the account is closed, for stopped payment, or for any other reason shall be deemed grounds for the Underwriters to cancel the Policy from the date the premium payment was due for the initial or renewal term, whichever is applicable. The Underwriters will notify the **Named Insured** by certified mail or by delivering notice to the **Named Insured** within 10 days of receipt of the returned check or negotiable instrument that the Policy is canceled from the date the premium was due. The Underwriters shall advise the **Named Insured** that the Policy shall be reinstated effective from the date the premium was due for the term of the Policy only if the **Named Insured** or their legal representative presents to the Underwriters a cashier's check or money order for the full amount of the returned check or other negotiable instrument within 10 days of the date that the notice of cancellation was mailed.

14. The following Clause is added to the Policy:

#### **NON-RENEWAL**

This Policy may be non-renewed by the Underwriters by mailing or delivering to the **Named Insured** written notice at least 60 days before the end of the **Policy Period**. The notice will be mailed or delivered to the **Named Insured** at the address shown in the Declarations. If notice is mailed, mailing

of notice shall be sufficient proof of notice. Such notice to the **Insured** shall include the **Insured's** loss run information for the period the Policy has been in force within, but not to exceed, the last three (3) years of coverage.

Notice of nonrenewal shall not be required if:

- A. the Underwriters or a company within the same insurance group have offered to issue a renewal policy; or
- B. the **Named Insured** has obtained replacement coverage or has agreed in writing to obtain replacement coverage.

All other terms and conditions of the Policy remain unchanged.

A handwritten signature in blue ink, appearing to read "Jim Engle".

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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>  
Beazley Insurance Company, Inc. referred to in this endorsement as either the  
“Insurer” or the “Underwriters”**

**MAINE AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY  
CLAIMS MADE AND REPORTED INSURANCE**

The Master Policy is amended as follows:

1. The word “warranty” and all versions thereof is replaced with the word “representation(s)” wherever it appears in the Policy.
2. Clause **I. INSURING AGREEMENTS**, paragraph B.5., Defense and Settlement, is deleted in its entirety and replaced with the following:
  5. Subject to the Limit of Liability of this Policy, the Underwriters shall pay all premiums on bonds to release attachments, all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish such bonds, and all costs taxed against the **Insured** in any suit, as does not exceed the Underwriters’ Limit of Liability.
3. The following is added to Clause **VII. LIMIT OF LIABILITY**:

Notwithstanding the foregoing, post-judgment interest shall be paid outside the Limits of Liability.
4. Clause XII. NOTICE OF CLAIM, OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM, paragraph F. is deleted in its entirety and replaced with the following:
  - F. If any **Insured** shall make any **Claim** under this Policy knowing such **Claim** to be false or fraudulent, as regards amount or otherwise, coverage under this Policy will be cancelled and/or denied for fraud or material misrepresentation.
5. Clause **XX. CANCELLATION**, paragraph **2. For the Named Insured**, is deleted in its entirety and replaced by the following:
  - A. This Policy may be cancelled by the Underwriters by mailing or delivering to the **Named Insured** at the last mailing address known to the Underwriters written notice, including the reason or reasons for cancellation, stating when, not less than sixty (60) days thereafter, such cancellation shall be effective. However, if the Underwriters cancel this Insurance because the **Insured** has failed to pay a premium when due, this Policy may be cancelled by the Underwriters by mailing a written notice of cancellation, including the reason or reasons for cancellation, to the **Named Insured** at the last mailing address known to the Underwriters stating when, not less than ten (10) days thereafter, such cancellation shall be effective. If notice is mailed, a post-office certificate of mailing will be conclusive proof of notice on the third calendar day after mailing. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**.
  - B. If this Policy has been in effect for sixty (60) days or more, or if this Policy is a renewal, the Underwriters may only cancel for one or more of the following reasons:

- (1) nonpayment of premium;
  - (2) fraud or material misrepresentation made by or with the knowledge of the **Named Insured** in obtaining the Policy, continuing the Policy or in presenting a **Claim** under the Policy;
  - (3) substantial change in the risk which increases the risk of **Loss** after insurance coverage has been issued or renewed, including, but not limited to, an increase in exposure due to rules, legislation or court decision;
  - (4) failure to comply with reasonable loss control recommendations;
  - (5) substantial breach of contractual duties, conditions or warranties; or
  - (6) determination by the superintendent that the continuation of a class or block of business to which the Policy belongs will jeopardize the Underwriters' solvency or will place the Underwriters in violation of the insurance laws of this State or any other state.
- C. In the event of cancellation, Underwriters shall refund the paid premium less the earned portion thereof on demand. The earned premium shall be calculated as follows: (a) If this insurance is cancelled by the **Named Insured**, Underwriters shall retain the pro rata proportion of the premium hereon, or of any minimum premium stipulated herein. (b) If this insurance is cancelled by Underwriters, Underwriters shall retain the pro rata proportion of the premium hereon, or of any minimum premium stipulated herein. The premium shall be deemed fully earned if any **Claim** under this Policy is reported to Underwriters on or before the date of cancellation.
- D. If Underwriters elect not to renew this insurance, this Policy may be non-renewed by the Underwriters by mailing or delivering to the **Named Insured** written notice at least thirty (30) days before the end of the **Policy Period**. The notice will be mailed to the **Named Insured** at the last mailing address known to the Underwriters. If notice is mailed, a post-office certificate of mailing will be conclusive proof of notice on the third calendar day after mailing.

The regulatory requirements set forth in this Amendatory Endorsement shall supersede and take precedence over any provisions of the Policy or any endorsement to the Policy, whenever added, that are inconsistent with or contrary to the provisions of this Amendatory Endorsement, unless such Policy or endorsement provisions comply with the applicable insurance laws of this state.

All other terms and conditions of the Policy remain unchanged.



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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>  
<Insurer> referred to in this endorsement as either the "Insurer" or the "Underwriters"**

**MASSACHUSETTS AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY  
CLAIMS MADE AND REPORTED INSURANCE**

The Master Policy is amended as follows:

1. Item 3.D. **Medical Expense Payments** of the Declarations is deleted in its entirety.
2. Clause **I. INSURING AGREEMENTS**, paragraph **A.4. Medical Expenses**, is deleted in its entirety.
3. Clause **V. EXCLUSIONS**, paragraph **3. Exclusions applicable to Insuring Agreement I.A.4. Medical Payments**, is deleted in its entirety.
4. Clause **VII. LIMIT OF LIABILITY**, paragraph **E. Medical Expenses**, is deleted in its entirety.
5. Clause **XXIII. NUCLEAR INCIDENT EXCLUSION**, paragraph **B.** is deleted in its entirety and replaced with the following:
  - B. Under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

All other terms and conditions of the Policy remain unchanged.



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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>  
Beazley Insurance Company, Inc. referred to in this endorsement as either the  
“Insurer” or the “Underwriters”**

## **MINNESOTA AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY CLAIMS MADE AND REPORTED INSURANCE**

The Master Policy is amended as follows:

1. Clause **III. PERSONS INSURED**, Paragraph A. is deleted and replaced with the following:
  - A. if the **Named Insured** designated in Item 1. of the Declarations is an individual, the person so designated but only with respect to the conduct of the business of which he or she is the sole proprietor, and the spouse, including any natural person qualifying as a domestic partner, of the **Named Insured** with respect to the conduct of such a business, and any employee, student, intern or volunteer worker while acting within the scope of his or her duties as such;
2. Clause **XII. NOTICE OF CLAIM, OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM** is amended to include the following:

Notice given by or on behalf of the **Insured** to any authorized agent of the Underwriters within this state, with particulars sufficient to identify the **Insured** shall be deemed to be notice to the Underwriters. Any requirement to provide notice can be satisfied by any form of communication.

3. Clause **XX. CANCELLATION**, Paragraph 2. is replaced by the following:

#### **2. For the Named Insured**

- A. This Policy may be cancelled by the Underwriters by mailing or delivering to the first **Named Insured** at the address shown in the Declarations written notice stating when, not less than 60 days thereafter, such cancellation shall be effective. However, if the Underwriters cancel this Insurance because the **Insured** has failed to pay a premium when due, this Policy may be cancelled by the Underwriters by mailing or delivering a written notice of cancellation to the first **Named Insured** at the address shown in the Declarations stating when, not less than 10 days thereafter, such cancellation shall be effective. Mailing of notice shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**.
- B. If this Policy has been in effect for 90 days or more, or if this Policy is a renewal, the Underwriters may only cancel for one or more of the following reasons:
  1. nonpayment of premium. A notice for this reason will include the amount of premium due and the due date. It will also include the effect of nonpayment by the due date. If payment of the amount due is made before the effective date in the notice, then the notice of cancellation will not become effective;
  2. misrepresentation or fraud made by or with the knowledge of the **Insured** in obtaining the Policy or in pursuing a **Claim** under the Policy;

3. actions by the **Insured** that have substantially increased or substantially changed the risk insured;
4. refusal of the **Insured** to eliminate known conditions that increase the potential for **Loss** after notification by the Underwriters that the condition must be removed;
5. substantial change in the risk assumed, except to the extent that the Underwriters should reasonably have foreseen the change or contemplated the risk in writing the contract;
6. loss of reinsurance by the Underwriters which provided coverage to the Underwriters for a significant amount of the underlying risk insured. A notice of cancellation for this reason shall advise the policyholder that the policyholder has 10 days from the date of receipt of the notice to appeal the cancellation to the commissioner of commerce and that the commissioner will render a decision as to whether the cancellation is justified because of the loss of reinsurance within 30 business days after receipt of the appeal;
7. a determination by the commissioner that the continuation of the Policy could place the Underwriters in violation of the insurance laws of this state; or
8. nonpayment of dues to an association or organization, other than an insurance association or organization, where payment of dues is a prerequisite to obtaining or continuing the insurance. This provision for cancellation for failure to pay dues does not apply to persons who are retired at 62 years of age or older or who are disabled according to Social Security standards.

If the Underwriters cancel this Policy for the reason set forth in 1. above, the Underwriters shall mail or deliver written notice to the **Named Insured** at the address shown in the Declarations at least 10 days before the effective date of cancellation. The notice of cancellation shall state the reason for cancellation, the amount of the premium due, the due date, and the effect of nonpayment by the due date. No cancellation for nonpayment of premium shall be effective if the amount due is paid before the effective date set forth in the notice of cancellation. If the Underwriters cancel this Policy for the reasons set forth in 2. through 8. above, the Underwriters shall mail or deliver written notice to the **Named Insured** at the address shown in the Declarations, at least 60 days before the effective date of cancellation. A notice of cancellation shall state the reason for cancellation. The effective date of cancellation stated in the notice shall become the end of the Policy Period. Delivery of such written notice by the Underwriters shall be equivalent to mailing.

- C. In the event of cancellation, Underwriters shall refund the paid premium less the earned portion thereof on demand. The earned premium shall be calculated as follows: (a) If this insurance is cancelled by the **Named Insured**, Underwriters shall retain the pro rata proportion of the premium hereon, or of any minimum premium stipulated herein. (b) If this insurance is cancelled by Underwriters, Underwriters shall retain the pro rata proportion of the premium hereon, or of any minimum premium stipulated herein. The premium shall be deemed fully earned if any **Claim** under this Policy is reported to Underwriters on or before the date of cancellation.
- D. If the **Named Insured** is not given a written notice of nonrenewal at 60 days before the end of the Policy Period, this Policy shall continue in force until 60 days after a notice of intent not to renew is received by the **Named Insured**.

If the Underwriters offer to renew this Policy for higher rates or at a higher rating plan or at less favorable terms as to the dollar amount of coverage or Deductible, the Underwriters shall provide written notice of the new rates, rating plan, or terms to the **Named Insured** at least 60 days before the end of the Policy Period. If the Underwriters have not so notified the **Named Insured**, the **Named Insured** may elect to cancel the renewal policy within the 60 day period after receipt

of the notice. Earned premium for the period of coverage, if any, shall be calculated pro rata upon the prior Policy's rate.

If notice of cancellation or nonrenewal is mailed, such notice shall be sent by first class mail addressed to the **Named Insured's** last known address or by delivery to the **Named Insured's** last known address. Notice by first class mail is effective upon deposit in the United States mail. Notice of cancellation and nonrenewal shall also be mailed or delivered to the agent of record, if any. A United States Postal Service proof of mailing or the service of such notice is sufficient proof of notice.

All other terms and conditions of the Policy remain unchanged.



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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>  
Beazley Insurance Company, Inc. referred to in this endorsement as either the  
“Insurer” or the “Underwriters”**

**NORTH CAROLINA AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY  
CLAIMS MADE AND REPORTED INSURANCE**

The Master Policy is amended as follows:

1. The word “warranty” and all versions thereof is replaced with by the word “representation(s)” wherever it appears in the Policy.
2. Clause **VII. LIMIT OF LIABILITY**, paragraph F. is deleted and replaced by the following:
  - F. The Limit of Liability for any **Extended Reporting Period** reinstates the Policy Aggregate Limit of Liability as stated in Item 3.E. of the Declarations to one hundred percent (100%) for **Claims** first made during the **Extended Reporting Period**.
3. Clause **X. EXTENDED REPORTING PERIOD**, paragraph B. is deleted and replaced by the following:
  - B. The Limit of Liability for the **Extended Reporting Period** reinstates the Policy Aggregate Limit of Liability as stated in Item 3.E. of the Declarations to one hundred percent (100%) for **Claims** first made during the **Extended Reporting Period**.
4. Clause **XX. CANCELLATION**, paragraph 2. is deleted and replaced by the following:
  - 2. For the Named Insured**
    - A. This Policy may be cancelled by the Underwriters by mailing or delivering to the **Named Insured** at the address shown in the Declarations written notice, including the reason or reasons for cancellation, stating when, not less than 60 days thereafter, such cancellation shall be effective. However, if the Underwriters cancel this Insurance because the **Insured** has failed to pay a premium when due, this Policy may be cancelled by the Underwriters by mailing or delivering a written notice of cancellation, including the reason or reasons for cancellation, to the **Named Insured** at the address shown in the Declarations stating when, not less than 15 days thereafter, such cancellation shall be effective. If notice is mailed, mailing of notice shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery (where permitted by law) of such written notice either by the **Named Insured** or by the Underwriters shall be equivalent of mailing.
    - B. If this Policy has been in effect for 60 days or more, or if this Policy is a renewal, the Underwriters may only cancel for one or more of the following reasons:
      1. nonpayment of premium;

2. an act or omission by the **Insured** or his representative that constitutes material misrepresentation or nondisclosure of a material fact in obtaining the Policy, continuing the Policy, or presenting a **Claim** under the Policy;
  3. increased hazard or material change in the risk assumed that could not have been reasonably contemplated by the parties at the time of assumption of the risk;
  4. substantial breach of contractual duties, conditions, or warranties that materially affects the insurability of the risk;
  5. a fraudulent act against the Underwriters by the **Insured** or his representative that materially affects the insurability of the risk;
  6. willful failure by the **Insured** or his representative to institute reasonable loss control measures that materially affect the insurability of the risk after written notice by the Underwriters;
  7. loss of facultative reinsurance, or loss of or substantial changes in applicable reinsurance as provided in G.S. 58-41-30;
  8. conviction of the **Insured** of a crime arising out of acts that materially affect the insurability of the risk;
  9. a determination by the Commissioner that the continuation of the Policy would place the Underwriters in violation of the laws of this State;
  10. the **Named Insured** fails to meet the requirements contained in the corporate charter, articles of incorporation, or bylaws of the Underwriters, when the Underwriters are a company organized for the sole purpose of providing members of an organization with insurance coverage in this State; or
  11. any reason not listed in 1. through 10. above as long as the prior written consent of the **Named Insured** is obtained.
- C. In the event of cancellation, Underwriters shall refund the paid premium less the earned portion thereof on demand. The earned premium shall be calculated as follows: (a) If this insurance is cancelled by the **Named Insured**, Underwriters shall retain the pro rata proportion of the premium hereon, or of any minimum premium stipulated herein. (b) If this insurance is cancelled by Underwriters, Underwriters shall retain the pro rata proportion of the premium hereon, or of any minimum premium stipulated herein. The premium shall be deemed fully earned if any **Claim** under this Policy is reported to Underwriters on or before the date of cancellation.

All other terms and conditions of the Policy remain unchanged.



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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>  
Beazley Insurance Company, Inc. referred to in this endorsement as either the  
“Insurer” or the “Underwriters”**

## **NEBRASKA AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY CLAIMS MADE AND REPORTED INSURANCE**

The Master Policy is amended as follows:

1. Clause **XX. CANCELLATION**, paragraph 2. is deleted in its entirety and replaced with the following:

#### **2. For the Named Insured**

- A. This Policy may be cancelled by the Underwriters by mailing to the **Named Insured** at the last mailing address known to the Underwriters written notice, including the reason or reasons for cancellation, stating when, not less than 60 days thereafter, such cancellation shall be effective. However, if the Underwriters cancel this Insurance because the **Insured** has failed to pay a premium when due, this Policy may be cancelled by the Underwriters by mailing a written notice of cancellation, including the reason or reasons for cancellation, to the **Named Insured** at the last address known to the Underwriters stating when, not less than 10 days thereafter, such cancellation shall be effective. Notice of cancellation will be sent by registered, certified, or first-class mail. If sent by first-class mail, a United States Postal Service certificate of mailing will be sufficient proof of receipt of notice on the third calendar day after the date of the certificate. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**.
- B. If this Policy has been in effect for more than 60 days, or if this Policy is a renewal, the Underwriters may only cancel for one or more of the following reasons:
  - (a) nonpayment of premium;
  - (b) the Policy was obtained through a material misrepresentation;
  - (c) any **Insured** has submitted a fraudulent **Claim**;
  - (d) any **Insured** has violated any of the terms and conditions of the Policy;
  - (e) the risk originally accepted has substantially increased;
  - (f) the determination by the director that the continuation of the Policy could place the Underwriters in violation of the insurance laws of this state.
- C. In the event of cancellation, Underwriters shall refund the paid premium less the earned portion thereof on demand. The earned premium shall be calculated as follows: (a) If this insurance is cancelled by the **Named Insured**, Underwriters shall retain the pro rata

proportion of the premium hereon, or of any minimum premium stipulated herein. (b) If this insurance is cancelled by Underwriters, Underwriters shall retain the pro rata proportion of the premium hereon, or of any minimum premium stipulated herein. The premium shall be deemed fully earned if any **Claim** under this Policy is reported to Underwriters on or before the date of cancellation.

2. The following Clause is added to the Policy:

#### **NON-RENEWAL**

This Policy may be non-renewed by the Underwriters by mailing to the **Named Insured** written notice, including the reason or reasons for non-renewal, at least 60 days before the end of the **Policy Period**. The notice will be mailed to the **Named Insured** at the last address known to the Underwriters. Notice of non-renewal will be sent by registered, certified, or first-class mail. If sent by first-class mail, a United States Postal Service certificate of mailing will be sufficient proof of receipt of notice on the third calendar day after the date of the certificate.

All other terms and conditions of the Policy remain unchanged.



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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>  
Beazley Insurance Company, Inc. referred to in this endorsement as either the  
“Insurer” or the “Underwriters”**

## **NEW HAMPSHIRE AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY CLAIMS MADE AND REPORTED INSURANCE**

The Master Policy is amended as follows:

1. Clause **IX. INNOCENT INSURED** is deleted in its entirety and replaced with the following:

#### **IX. INNOCENT INSURED**

Whenever coverage under this insurance would be excluded, suspended or lost:

- A. because of Exclusion V. 1. b. or Exclusion V. 2. .b. relating to intentional, criminal, dishonest, fraudulent or malicious acts, errors or omissions by any **Insured**, and with respect to which any other **Insured** did not personally participate or personally acquiesce or remain passive after having personal knowledge thereof; or
- B. because of non-compliance with any condition relating to the giving of notice to the Underwriters with respect to which any other **Insured** shall be in default solely because of the failure to give such notice or concealment of such failure by one or more **Insureds** responsible for the loss or damage otherwise covered hereunder;

the Underwriters agree that such insurance as would otherwise be afforded under this Policy shall be paid with respect to those **Insureds** who did not personally participate in committing or personally acquiesce in or remain passive after having personal knowledge of (a) one or more of the acts, errors or omissions described in any such exclusion; or (b) such failure to give notice, provided that the condition be one with which such **Insured** can comply, and after receiving knowledge thereof, the **Insured** entitled to the benefit of Clause IX. shall comply with such condition promptly after obtaining knowledge of the failure of any other **Insured** to comply therewith.

2. Clause **X. EXTENDED REPORTING PERIOD** is replaced by the following is deleted in its entirety and replaced with the following:

#### **X. EXTENDED REPORTING PERIOD**

- A. In the event of cancellation or non-renewal of this insurance for any reason, the **Named Insured** designated in Item 1. of the Declarations shall have the right to a 12, 24 or 36 month **Extended Reporting Period for Claims** first made against any **Insured** and reported to the Underwriters during the **Extended Reporting Period**, subject to the conditions set forth in the definition of **Extended Reporting Period** herein. In order for the **Named Insured** to invoke the **Extended Reporting Period** option, the payment of the additional premium set forth in Item 7. a., b. or c. of the Declarations for the **Extended Reporting Period** must be paid to the Underwriters within 30 days of the non-renewal or cancellation. If notice of election of the **Extended Reporting Period** and full premium payment is not given to the

Underwriters within such thirty (30) day period, there shall be no right to purchase the **Extended Reporting Period**.

- B. The Limit of Liability for the **Extended Reporting Period** shall be part of, and not in addition to, the Underwriters' Limit of Liability for the **Policy Period**.
- C. The quotation by the Underwriters of a different premium or Deductible or Limit of Liability or changes in Policy language for the purpose of renewal shall not constitute a refusal to renew by the Underwriters.
- D. All notices and premium payments with respect to the **Extended Reporting Period** shall be directed to the Underwriters through the entity named in Item 8. of the Declarations.
- E. At the commencement of the **Extended Reporting Period**, the entire premium shall be deemed earned, and in the event the **Named Insured** terminates the **Extended Reporting Period** for any reason prior to its natural expiration, the Underwriters will not be liable to return any premium paid for the **Extended Reporting Period**.
- F. If an **Extended Reporting Period** of 12 months or less is purchased, the **Extended Reporting Period** will begin after the Automatic Extension Period ends. All other **Extended Reporting Period** will replace the Automatic Extension Period.

3. Clause **XII. NOTICE OF CLAIM, OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM**, paragraph E. is deleted in its entirety and replaced with the following:

- E. In the event of cancellation or non-renewal of this insurance for any reason, the **Insured** shall have 60 days from the expiration date of the **Policy Period** to notify the Underwriters of **Claims** made against the **Insured** during the **Policy Period** which arise out of any negligent act, error or omission or **Accident** occurring prior to the termination date of the **Policy Period** and otherwise covered by this insurance ("Automatic Extension Period").
- 4. Clause **XII. NOTICE OF CLAIM, OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM**, paragraph F. is deleted in its entirety and replaced with the following:
- F. If any **Insured** shall make any **Claim** under this Policy knowing such **Claim** to be false or fraudulent, as regards amount or otherwise, this Policy shall become null and void and all coverage hereunder shall be forfeited with respect to such **Insured**; provided this provision shall not apply with respect to any **Insured** who did not personally participate or personally acquiesce or remain passive after having personal knowledge thereof.
- 5. Clause **XX. CANCELLATION**, paragraph 2. is deleted in its entirety and replaced with the following:

## 2. For the **Named Insured**

- A. This Policy may be cancelled by the Underwriters by mailing or physically delivering to the **Named Insured**, at the address shown in the Declarations, written notice, including the reason or reasons for cancellation, stating when, not less than 60 days thereafter, such cancellation shall be effective. However, if the Underwriters cancel this Insurance because the **Insured** has failed to pay a premium when due, this Policy may be cancelled by the Underwriters by mailing or physically delivering a written notice of cancellation, including the reason or reasons for cancellation, to the **Named Insured**, at the address shown in the Declarations, stating when, not less than 10 days thereafter, such cancellation shall be effective. If notice is mailed for any reason other than nonpayment of premium, it will be mailed by certified mail. If notice is mailed for nonpayment of premium, it will be mailed by

certified mail or certificate of mailing. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery (where permitted by law) of such written notice either by the **Named Insured** or by the Underwriters shall be equivalent of mailing.

- B. If this Policy has been in effect for 60 days or more, or if this Policy is a renewal, the Underwriters may only cancel for one or more of the following reasons:
    1. nonpayment of premium; or
    2. fraud or material misrepresentation affecting the Policy or in the presentation of a **Claim** thereunder, or violation of any of the terms or conditions of the Policy; or
    3. substantial increase in hazard; provided that cancellation for this reason shall be effective only after prior approval of the commissioner.
  - C. In the event of cancellation, Underwriters shall refund the paid premium less the earned portion thereof on demand. The earned premium shall be calculated as follows: (a) If this insurance is cancelled by the **Named Insured**, Underwriters shall retain the pro rata proportion of the premium hereon, or of any minimum premium stipulated herein. (b) If this insurance is cancelled by Underwriters, Underwriters shall retain the pro rata proportion of the premium hereon, or of any minimum premium stipulated herein.
6. The following is added to the Policy:

#### **NON-RENEWAL**

This Policy may be non-renewed by the Underwriters by mailing or physically delivering to the **Named Insured** written notice at least 60 days before the end of the **Policy Period**. The notice will be mailed to the **Named Insured** at the address shown in the Declarations. If notice is mailed, mailing of notice shall be sufficient proof of notice.

An increase in renewal premium of more than twenty-five percent (25%) shall be considered a nonrenewal.

All other terms and conditions of the Policy remain unchanged.



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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>  
Beazley Insurance Company, Inc. referred to in this endorsement as either the  
“Insurer” or the “Underwriters”**

### **OHIO AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

#### **HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY CLAIMS MADE AND REPORTED INSURANCE**

The Master Policy is amended as follows:

1. Clause **XX. CANCELLATION**, paragraph **2.** is replaced by the following:
  - 2. For the Named Insured**
    - A. This insurance may be cancelled by the **Named Insured** at any time by written notice or by surrender of this contract of insurance to the Underwriters through the entity named in Item 8. of the Declarations. This insurance may also be cancelled with or without the return or tender of the unearned premium by Underwriters by mailing notice of cancellation to the **Named Insured** at the last mailing address known by Underwriters. The Correspondent shall maintain proof of mailing of such notice on a recognized U.S. Post Office form and a copy of such notice shall be sent to the **Named Insured's** producer. The mailing of such notice as aforesaid shall be sufficient proof of notice and this insurance shall terminate at the date and hour specified in such notice.
    - B. If this Policy has been in effect for 90 days or less, it may be cancelled by the Underwriters by mailing or delivering to the **Named Insured** at the last address known to the Underwriters written notice stating when, not less than 60 days thereafter, such cancellation shall be effective. However, if the Underwriters cancel this Insurance because the **Insured** has failed to pay a premium when due, this Policy may be cancelled by the Underwriters by mailing or delivering a written notice of cancellation to the **Named Insured** at the last address known to the Underwriters stating when, not less than 10 days thereafter, such cancellation shall be effective. Mailing of notice shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery (where permitted by law) of such written notice either by the **Named Insured** or by the Underwriters shall be equivalent of mailing.
    - C. If this Policy has been in effect for more than 90 days, or if this Policy is a renewal, the Underwriters may only cancel for one or more of the following reasons:
      1. nonpayment of premium;
      2. discovery of fraud or material misrepresentation in the procurement of the Policy or with respect to any **Claims** submitted thereunder;
      3. discovery of a moral hazard or willful or reckless acts or omissions on the part of the **Named Insured** that increase any hazard insured against;
      4. the occurrence of a change in the individual risk which substantially increases any hazard insured against after the Policy has been issued or renewed, except to the extent the

Underwriters reasonably should have foreseen the change or contemplated the risk in writing the contract;

5. loss of applicable reinsurance or a substantial decrease in applicable reinsurance, if the superintendent has determined that reasonable efforts have been made to prevent the loss of, or substantial decrease in, the applicable reinsurance, or to obtain replacement coverage;
6. failure of an **Insured** to correct material violations of safety codes or to comply with reasonable written loss control recommendations; or
7. a determination by the superintendent of insurance that the continuation of the Policy would create a condition that would be hazardous to the policyholders or the public.

Under this paragraph C., if cancellation is for a reason stated in items C.2 through C.7, the Underwriters may cancel by mailing to the **Named Insured** at the last address known to the Underwriters written notice stating when, not less than 60 days thereafter, such cancellation shall be effective. However, if cancellation is for the reason stated in item C.1, the Underwriters may cancel this Policy by mailing a written notice of cancellation to the **Named Insured** at the last address known to the Underwriters stating when, not less than 10 days thereafter, such cancellation shall be effective. Mailing of notice shall be sufficient proof of notice.

The notice will contain the policy number, the date of the notice, the effective date of the cancellation, and an explanation of the reason for cancellation. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**.

Notice will also be mailed to the **Named Insured's** agent, if any.

- D. In the event of cancellation, Underwriters shall refund the paid premium less the earned portion thereof on demand. The earned premium shall be calculated as follows: (a) If this insurance is cancelled by the **Named Insured**, Underwriters shall retain the pro rata proportion of the premium hereon, or of any minimum premium stipulated herein. (b) If this insurance is cancelled by Underwriters, Underwriters shall retain the pro rata proportion of the premium hereon, or of any minimum premium stipulated herein. The premium shall be deemed fully earned if any **Claim** under this Policy is reported to Underwriters on or before the date of cancellation.

2. The following Clause is added to the Policy:

#### **NON-RENEWAL**

This Policy may be non-renewed by the Underwriters by mailing to the **Named Insured**, and the agent, if any, written notice at least 30 days before the end of the **Policy Period**. The notice will be mailed to the **Named Insured** at the last address known to the Underwriters. Mailing of notice shall be sufficient proof of notice. Notice will contain the policy number, the date of the notice, and the expiration date of the Policy.

All other terms and conditions of the Policy remain unchanged.



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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>  
Beazley Insurance Company, Inc. referred to in this endorsement as either the  
“Insurer” or the “Underwriters”**

## **OKLAHOMA AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY CLAIMS MADE AND REPORTED INSURANCE**

The Master Policy is amended as follows:

1. Clause **VI. DEFINITIONS**, paragraph i. “**Claims Expenses**” is amended to include the following:

**Claims Expenses** shall not include salaries of the Underwriters’ officers or employees, adjusting expenses, or other expenses incurred by the Underwriter in the ordinary course of its business.

2. Clause **XII. NOTICE OF CLAIM, OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM**, paragraph F. is deleted in its entirety.
3. Clause **XX. CANCELLATION**, paragraph **2.** is deleted in its entirety and replaced with the following:

#### **2. For the Named Insured**

- A. This insurance may be cancelled by the Underwriters by mailing or delivering to the **Named Insured** at the address shown in the Declarations written notice stating when, not less than 60 days thereafter, such cancellation shall be effective. However, if the Underwriters cancel this Insurance because the **Insured** has failed to pay a premium when due, this Policy may be cancelled by the Underwriters by mailing or delivering a written notice of cancellation to the **Named Insured** at the address shown in the Declarations stating when, not less than 10 days thereafter, such cancellation shall be effective. If notice is mailed, mailing of notice shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery (where permitted by law) of such written notice either by the **Named Insured** or by the Underwriters shall be equivalent of mailing.
- B. If this Policy has been in effect for more than 45 business days, or if this Policy is a renewal, the Underwriters may only cancel for one or more of the following reasons with at least 10 days' notice to the **Named Insured**:
  1. nonpayment of premium;
  2. discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any **Claims** submitted thereunder;
  3. discovery of willful or reckless acts or omissions on the part of the **Named Insured** which increase any hazard insured against;
  4. the occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed;

5. a violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;
  6. a determination by the Commissioner that the continuation of the Policy would place the Underwriter in violation of the insurance laws of this state;
  7. conviction of the **Named Insured** of a crime having as one of its necessary elements an act increasing any hazard insured against; or
  8. loss of or substantial changes in applicable reinsurance.
- C. In the event of cancellation, Underwriters shall refund the paid premium less the earned portion thereof on demand. The earned premium shall be calculated as follows: (a) If this insurance is cancelled by the **Named Insured**, Underwriters shall retain the pro rata proportion of the premium hereon, or of any minimum premium stipulated herein. (b) If this insurance is cancelled by Underwriters, Underwriters shall retain the pro rata proportion of the premium hereon, or of any minimum premium stipulated herein. The premium shall be deemed fully earned if any **Claim** under this Policy is reported to Underwriters on or before the date of cancellation.
4. The following are added to the Policy:

#### **NON-RENEWAL**

This Policy may be non-renewed by the Underwriters by mailing or delivering to the **Named Insured** written notice at least 45 days before the end of the **Policy Period**. The notice will be mailed or delivered to the **Named Insured** at the address shown in the Declarations. If notice is mailed, mailing of notice shall be sufficient proof of notice.

Notice of nonrenewal shall not be required if:

- A. the Underwriters or a company within the same insurance group has offered to issue a renewal policy; or
- B. the **Named Insured** has obtained replacement coverage or has agreed in writing to obtain replacement coverage.

#### **FRAUD WARNING**

**WARNING:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

All other terms and conditions of the Policy remain unchanged.



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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>  
Beazley Insurance Company, Inc. referred to in this endorsement as either the  
“Insurer” or the “Underwriters”**

## **PENNSYLVANIA AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY CLAIMS MADE AND REPORTED INSURANCE**

The Master Policy is amended as follows:

1. Clause **VI. DEFINITIONS**, paragraph m. “**Damages**” is amended to include the following:

Pre-judgment interest paid shall not be considered within the Limits of Liability.
2. Clause **X. EXTENDED REPORTING PERIOD** is deleted in its entirety and replaced with the following:

#### **X. EXTENDED REPORTING PERIOD**

  - A. In the event of cancellation or non-renewal of this insurance, the **Named Insured** designated in Item 1. of the Declarations shall have the right to a 12, 24 or 36 month **Extended Reporting Period** for **Claims** first made against any **Insured** and reported to the Underwriters during the **Extended Reporting Period**, subject to the conditions set forth in the definition of **Extended Reporting Period** herein. In order for the **Named Insured** to invoke the **Extended Reporting Period** option, the payment of the additional premium set forth in Item 7. a., b. or c. of the Declarations for the **Extended Reporting Period** must be paid to the Underwriters within 60 days of the non-renewal or cancellation.
  - B. The Limit of Liability for the **Extended Reporting Period** shall be part of, and not in addition to, the Underwriters’ Limit of Liability for the **Policy Period**.
  - C. The quotation by the Underwriters of a different premium or Deductible or Limit of Liability or changes in Policy language for the purpose of renewal shall not constitute a refusal to renew by the Underwriters.
  - D. All notices and premium payments with respect to the **Extended Reporting Period** shall be directed to the Underwriters through the entity named in Item 8. of the Declarations.
  - E. At the commencement of the **Extended Reporting Period**, the entire premium shall be deemed earned, and in the event the **Named Insured** terminates the **Extended Reporting Period** for any reason prior to its natural expiration, the Underwriters will not be liable to return any premium paid for the **Extended Reporting Period**.
3. Clause **XX. CANCELLATION**, paragraph 1.A. is deleted in its entirety and replaced with the following:
  - A. This Policy may be cancelled by the Underwriters by mailing or delivering to the Risk Purchasing Group at the address shown in the Declarations written notice stating when, not less than sixty (60) days thereafter, such cancellation shall be effective. However, if the Underwriters cancel this Insurance because the Insured has failed to pay a premium when due, this Policy may be cancelled by the Underwriters by mailing a written notice of cancellation to the Risk Purchasing

Group at the address shown in the Declarations stating when, not less than fifteen (15) days thereafter, such cancellation shall be effective. Mailing of notice shall be sufficient proof of notice.

The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery (where permitted by law) of such written notice either by the Risk Purchasing Group or by the Underwriters shall be equivalent of mailing.

4. Clause **XX. CANCELLATION**, paragraph 2. is deleted in its entirety and replaced as follows:

## 2. For the Named Insured

- A. This insurance may be cancelled by the **Named Insured** at any time by written notice or by surrender of this contract of insurance to the Underwriters through the entity named in Item 8. of the Declarations. This insurance may also be cancelled with or without the return or tender of the unearned premium by Underwriters by mailing notice of cancellation to the **Named Insured** at the last mailing address known by Underwriters. The Correspondent shall maintain proof of mailing of such notice on a recognized U.S. Post Office form and a copy of such notice shall be sent to the **Named Insured**'s producer. The mailing of such notice as aforesaid shall be sufficient proof of notice and this insurance shall terminate at the date and hour specified in such notice.
- B. Notice of cancellation must be mailed at least 30 days prior to the effective date of cancellation during the first 60 days of coverage. After coverage has been effective for 61 days or more, all notices must be mailed at least 60 days prior to the effective date of cancellation. Where cancellation is for non-payment of premium, 15 days' notice shall be given.
- C. In the event of cancellation, Underwriters shall refund the paid premium less the earned portion thereof on demand. The earned premium shall be calculated as follows: (a) If this insurance is cancelled by the **Named Insured**, Underwriters shall retain the pro rata proportion of the premium hereon, or of any minimum premium stipulated herein. (b) If this insurance is cancelled by Underwriters, Underwriters shall retain the pro rata proportion of the premium hereon, or of any minimum premium stipulated herein. The premium shall be deemed fully earned if any **Claim** under this Policy is reported to Underwriters on or before the date of cancellation.
- D. Premium adjustment may be made either at the time cancellation is effected or no later than 10 business days after the effective date of cancellation if this Policy is cancelled by the Underwriters or no later than 30 days after the effective date of cancellation if this Policy is cancelled by the **Named Insured**. Payment or tender of unearned premium is not a condition of cancellation.
- E. If this insurance has been in effect for 60 days, Underwriters can cancel only for one of the following reasons: (a) non-payment of premium; (b) the insurance was obtained through material misrepresentation; (c) the **Insured** violated any of the terms and conditions of the contract of insurance; (d) the risk originally accepted has measurably increased; (e) certification to the Director of Insurance of the State of Illinois of the loss of reinsurance by Underwriters which provides coverage to Underwriters for all or a substantial part of the underlying risk insured; or (f) a determination by the Director of Insurance of the State of Pennsylvania that the continuation of this insurance could place Underwriters in violation of the insurance laws of the State of Pennsylvania.
- F. If Underwriters elect not to renew this insurance, they will mail written notice of nonrenewal to the **Named Insured** at the last mailing address known by Underwriters. The notice of nonrenewal shall be mailed at least 60 days prior to the expiration date of this insurance, and shall state the reason for nonrenewal. The Correspondent shall maintain proof of mailing of such notice on a recognized U.S. Post Office form and a copy of such notice shall be sent to the **Named Insured**'s producer. This paragraph shall not apply, if Underwriters have

manifested their willingness to renew to the **Named Insured** and the **Named Insured** has failed to comply with the terms of the renewal offer.

- G. The Underwriters shall notify the **Named Insured** of a premium increase not less than 30 days prior to the renewal of this Policy.

All other terms and conditions of the Policy remain unchanged.

A handwritten signature in black ink, appearing to read "Jim Engle".

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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>  
Beazley Insurance Company, Inc. referred to in this endorsement as either the  
“Insurer” or the “Underwriters”**

## **SOUTH CAROLINA AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY CLAIMS MADE AND REPORTED INSURANCE**

The Master Policy is amended as follows:

Clause **XX. CANCELLATION**, Paragraph **2.** is deleted in its entirety and replaced with the following:

#### **2. For the Named Insured**

- A. The **Named Insured** may cancel this Policy by surrender thereof to the Underwriters, or by mailing to the Underwriters written notice stating when thereafter such cancellation shall be effective. The mailing of such notice shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice shall be equivalent to mailing.
- B. If this Policy has been in effect for less than one hundred twenty (120) days and is not a renewal Policy, the Underwriter may cancel this Policy for any reason. In such an event, written notice shall be mailed or delivered to the **Named Insured** at least thirty (30) days prior to the effective date of cancellation. If the reason for cancellation is nonpayment of premium, written notice shall be mailed or delivered to the **Named Insured** at least ten (10) days prior to the effective date of cancellation.
- C. If this Policy has been in effect one hundred twenty (120) days or more or is a renewal Policy, the Underwriter may only cancel this Policy for any of the following reasons:
  1. nonpayment of premium;
  2. material misrepresentation of fact which, if known to the Underwriter, would have caused the Underwriter not to issue the Policy;
  3. substantial change in the risk assumed, except to the extent that the Underwriter should reasonably have foreseen the change or contemplated the risk in writing the Policy;
  4. substantial breaches of contractual duties, conditions, or warranties; or
  5. loss of the Underwriter's reinsurance covering all or a significant portion of the Policy, or where continuation of the Policy would imperil the Underwriter's solvency or place that Underwriter in violation of the insurance laws of this State. Prior to cancellation for reasons permitted in this item 5., the Underwriter shall notify the Insurance Commissioner or his designee, in writing, at least sixty (60) days prior to such cancellation and the director or his designee shall, within thirty (30) days of such notification, approve or disapprove such action.
- D. If the Underwriter cancels this Policy for the reason set forth in 1. above, the Underwriter shall mail or deliver written notice to the **Named Insured** and agent of record, if any, at least ten (10) days before the effective date of cancellation. If the Underwriter cancels this Policy for any of the reasons set forth in 2. through 5. above, the Underwriter shall mail or deliver written notice to the **Named Insured** and agent of record, if any, at least thirty (30) before the

effective date of cancellation. The notice of cancellation shall state the reason for cancellation. The mailing of such notice shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice by the Underwriter shall be equivalent to mailing.

- E. In the event of cancellation, Underwriters shall refund the paid premium less the earned portion thereof on demand. The earned premium shall be calculated as follows: (a) If this insurance is cancelled by the **Named Insured**, Underwriters shall retain the short rate proportion of the premium hereon, or of any minimum premium stipulated herein. (b) If this insurance is cancelled by Underwriters, Underwriters shall retain the pro rata proportion of the premium hereon, or of any minimum premium stipulated herein.
- F. If the Underwriter decides not to renew this Policy, the Underwriter shall mail or deliver written notice of nonrenewal to the **Named Insured** and the agent of record, if any at least:
  1. sixty (60) days' notice before the end of the **Policy Period** when the nonrenewal is to become effective between November 1 and May 31; or
  2. ninety (90) days' notice before the end of the **Policy Period** when the nonrenewal is to become effective between June 1 and October 31.
- G. Any notice of nonrenewal will be mailed or delivered to the first **Named Insured's** and agent's last known addresses. If notice is mailed, proof of mailing will be sufficient proof of notice. Such notice of nonrenewal shall state the reason for nonrenewal.

All other terms and conditions of the Policy remain unchanged.



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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>**

**Beazley Insurance Company, Inc. referred to in this endorsement as either the  
“Insurer” or the “Underwriters”**

**SOUTH DAKOTA AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY  
CLAIMS MADE AND REPORTED INSURANCE**

The Master Policy is amended as follows:

1. The first paragraph of the Declarations is deleted in its entirety and replaced with the following:

**THIS IS A CLAIMS MADE AND REPORTED POLICY. SUBJECT TO ITS TERMS,  
THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE  
INSURED AND REPORTED IN WRITING TO THE UNDERWRITERS DURING THE  
POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE.  
DAMAGES AND CLAIMS EXPENSES SHALL BE APPLIED AGAINST THE  
DEDUCTIBLE. THIS POLICY PROVIDES FOR DEFENSE WITHIN LIMITS AS  
CLAIMS EXPENSES ARE WITHIN AND REDUCE THE LIMIT OF LIABILITY  
UNDER THIS POLICY. THE UNDERWRITERS SHALL NOT BE LIABLE FOR ANY  
CLAIMS EXPENSES OR FOR ANY JUDGEMENT OR SETTLEMENT AFTER THE  
LIMIT OF LIABILITY HAVE BEEN EXHAUSTED. PLEASE READ THIS POLICY  
CAREFULLY.**

2. The word “warranty” and all versions thereof is replaced with by the word “representation(s)” wherever it appears in the Policy.
3. Clause **X. EXTENDED REPORTING PERIOD**, paragraph A. is deleted in its entirety and replaced with the following:
  - A. In the event of cancellation or non-renewal of this insurance by the Underwriters, the Named Insured designated in Item 1. of the Declarations shall have the right to a 12, 24 or 36 month Extended Reporting Period for Claims first made against any Insured and reported to the Underwriters during the Extended Reporting Period, subject to the conditions set forth in the definition of Extended Reporting Period herein. In order for the Named Insured to invoke the Extended Reporting Period option, the payment of the additional premium set forth in Item 7. a., b. or c. of the Declarations for the Extended Reporting Period must be paid to the Underwriters within 60 days of the non-renewal or cancellation.
4. Clause **XII. NOTICE OF CLAIM, OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM**, paragraph E. is deleted in its entirety and replaced with the following:
  - E. In the event of non-renewal of this insurance by the Underwriters, the Insured shall have sixty (60) days from the expiration date of the Policy Period to notify the Underwriters of Claims made against the Insured during the Policy Period which arise out of any negligent act, error or

omission or Accident occurring prior to the termination date of the Policy Period and otherwise covered by this insurance.

5. Clause **XIV. ACTION AGAINST THE UNDERWRITERS** is deleted in its entirety and replaced with the following:

No action shall lie against the Underwriters until the amount of the Insured's obligation to pay shall have been finally determined either by judgment or award against the Insured after actual trial or arbitration or by written agreement of the Insured, the claimant and the Underwriters. No person or organization shall have any right under this insurance to join the Underwriters as a party to an action or other proceeding against the Insured to determine the Insured's liability, nor shall the Underwriters be impleaded by the Insured or its legal representative.

6. Clause **XX. CANCELLATION 1.A.** is deleted in its entirety and replaced with the following:

**1. For the Risk Purchasing Group**

A. This Policy may be cancelled by the Underwriters by mailing or delivering to the Risk Purchasing Group at the address shown in the Declarations written notice stating when, not less than sixty (60) days thereafter, such cancellation shall be effective. However, if the Underwriters cancel this Insurance because the Insured has failed to pay a premium when due, this Policy may be cancelled by the Underwriters by mailing a written notice of cancellation to the Risk Purchasing Group at the address shown in the Declarations stating when, not less than twenty (20) days thereafter, such cancellation shall be effective. Mailing of notice shall be sufficient proof of notice.

The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery (where permitted by law) of such written notice either by the Risk Purchasing Group or by the Underwriters shall be equivalent of mailing.

7. Clause **XX. CANCELLATION 1.C.** is deleted in its entirety and replaced with the following:

**1. For the Risk Purchasing Group**

C. The Risk Purchasing Group may cancel this master policy by surrender thereof to the Underwriters or by mailing or delivering to the Underwriters through the entity named in Item 8 of the Declarations, written notice stating when the cancellation shall be effective. In such event, we will retain a pro rata proportion for the earned premium.

8. Clause **XX. CANCELLATION 2.B.** is deleted in its entirety and replaced with the following:

**2. For the Named Insured**

B. Notice of cancellation must be mailed at least 30 days prior to the effective date of cancellation during the first 60 days of coverage. After coverage has been effective for 61 days or more, all notices must be mailed at least 60 days prior to the effective date of cancellation. Where cancellation is for non-payment of premium, 20 days' notice shall be given.

9. Clause **XX. CANCELLATION 2.C.** is deleted in its entirety and replaced with the following:

**2. For the Named Insured**

- C. In the event of cancellation, Underwriters shall refund the paid premium less the earned portion thereof on demand. The earned premium shall be calculated as follows: (a) If this insurance is cancelled by the **Named Insured**, Underwriters shall return premium that is due the **Named Insured** at the customary short rate. (b) If this insurance is cancelled by Underwriters, Underwriters shall retain the pro rata proportion of the premium hereon.

10. Clause **XX. CANCELLATION 2.D.** is deleted in its entirety and replaced with the following:

**2. For the Named Insured**

- D. If this insurance has been in effect for 60 days, Underwriters can cancel only for one of the following reasons: (a) non-payment of premium; (b) the insurance was obtained through material misrepresentation; (c) the **Insured** violated any of the terms and conditions of the contract of insurance; (d) the risk originally accepted has measurably increased; (e) certification to the Director of the Division of Insurance for the State of South Dakota of the loss of reinsurance by Underwriters which provides coverage to Underwriters for all or a substantial part of the underlying risk insured; or (f) a determination by the Director of the Division of Insurance for the State of South Dakota that the continuation of this insurance could place Underwriters in violation of the insurance laws of the State of South Dakota.

All other terms and conditions of the Policy remain unchanged.



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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>  
Beazley Insurance Company, Inc. referred to in this endorsement as either the  
“Insurer” or the “Underwriters”**

## **VERMONT AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY CLAIMS MADE AND REPORTED INSURANCE**

The Master Policy is amended as follows:

1. The notice on the first page of the Master Policy is deleted in its entirety and replaced by the following:

**NOTICE:** This is a Claims Made and Reported Policy. Except to such extent as may otherwise be provided herein, the coverage afforded under this insurance policy is limited to those **Claims** which are first made against the **Insured** and reported to the Underwriters during the **Policy Period**. **Damages** shall be applied against the Deductible. Certain words and phrases which appear in bold type have special meaning; please refer to Clause VI., Definitions. Please review the coverage afforded under this insurance policy carefully and discuss the coverage hereunder with your insurance agent or broker.

2. Clause I. **INSURING AGREEMENT**, paragraph B.2. is deleted in its entirety and replaced with the following:

2. **Damages** shall be applied against the Deductible set forth in Item 4. of the Declarations.

3. Clause I. **INSURING AGREEMENT**, paragraph B.7. is deleted in its entirety and replaced with the following:

7. It is further provided that the Underwriters shall not be obligated to pay any **Damages** or **Claims Expenses**, or to undertake or continue defense of any **Claim** after the applicable Limit of Liability has been exhausted by payment of **Damages** or **Claims Expenses** or after deposit of the remaining applicable Limit of Liability in a court of competent jurisdiction, and that upon such payment, the Underwriters shall have the right to withdraw from the further defense of the **Claim** by tendering control of said defense to the **Insured**.

**Claims expenses** shall be payable in addition to the **Policy Aggregate Limit of Liability** listed in Item 3.E. of the Declarations but only for an amount equal to the **Policy Aggregate Limit of Liability** (“**Claims Expenses** Limit of Liability”). The **Claims Expenses** Limit of Liability is the most the Underwriters will pay for all **Claims Expenses**. Payment of **Claims Expenses** shall cease when **Damages** exceed one hundred percent (100%) of the **Policy Aggregate Limit of Liability** listed in Item 3.E. of the Declarations of this Policy.

4. Clause III. **PERSONS INSURED**, paragraph A. is deleted in its entirety and replaced with the following:

A. if the **Named Insured** designated in Item 1. of the Declarations is an individual, the person so designated but only with respect to the conduct of the business of which he or she is the sole proprietor, and the spouse of the **Named Insured** with respect to the conduct of such a business, and any employee, student, intern or volunteer worker while acting within the scope of his or her

duties as such. The term spouse shall also include a partner to a civil union recognized under Vermont law.

5. Clause **V. EXCLUSIONS**, paragraph 4. **Exclusions applicable to all insuring agreements**, item g. is deleted.
6. Clause **V. EXCLUSIONS**, paragraph 4. **Exclusions applicable to all insuring agreements**, item y. is deleted.
7. Clause **V. EXCLUSIONS**, paragraph 4. **Exclusions applicable to all insuring agreements**, item d.d. is deleted.
8. Clause **VII. LIMIT OF LIABILITY**, paragraph D. is deleted in its entirety and replaced with the following:

#### **D. Fire and Water Damage Legal Liability**

The sublimit of liability stated in Item 3.C. of the Declarations is the maximum limit of Underwriters' liability for all **Damages** payable under Insuring Agreement I.A.3. Fire and Water Damage Legal Liability coverage resulting from any one fire/water damage.

9. Clause **VII. LIMIT OF LIABILITY**, paragraph F. is deleted in its entirety and replaced with the following:
  - F. The Limit of Liability for **Claims** first made during the **Extended Reporting Period** shall be equal to the Policy Aggregate Limit of Liability as stated in Item 3.E. of the Declarations in effect at the time of termination.
10. Clause **VIII. DEDUCTIBLE** is deleted in its entirety and replaced as follows:

#### **VIII. DEDUCTIBLE**

As a condition precedent to the payment by the Underwriters of any amounts due hereunder the Deductible amount stated in Item 4. of the Declarations shall be satisfied by payments by the **Insured** of **Damages** resulting from each **Claim** first made and reported to the Underwriters during the **Policy Period** and/or any applicable **Extended Reporting Period**. The Underwriters shall be liable only for the amounts in excess of such Deductible subject to the Underwriters' Limit of Liability in Item 3. of the Declarations. The Deductible is in addition to the Underwriters' Limit of Liability and not part thereof. The **Insured** shall make direct payments within the Deductible to appropriate parties designated by the Underwriters. The Deductible is to be uninsured, unless otherwise agreed to by the Underwriters. Under no circumstances shall Underwriters be called upon to pay the Deductible, but the Underwriters may do so at their sole discretion. Such payment shall in no way affect the Underwriters' ability to collect the Deductible from the **Insured**. The existence of "other insurance" shall not affect or abrogate the obligation of the **Insured** to pay the Deductible as required.

In the event a **Claim** triggers coverage under more than one coverage section, only one Deductible shall apply and such Deductible shall be the largest Deductible applicable to such **Claim**.

11. Clause **X. EXTENDED REPORTING PERIOD**, paragraph B. is deleted in its entirety and replaced with the following:
  - B. The Limit of Liability for **Claims** first made during the **Extended Reporting Period** shall be equal to the Policy Aggregate Limit of Liability as stated in Item 3.E. of the Declarations in effect at the time of termination.

12. Clause **XX. CANCELLATION**, paragraph 2. is deleted in its entirety and replaced with the following:

**2. For the Named Insured**

- A. This insurance may be cancelled by the **Named Insured** at any time by written notice or by surrender of this contract of insurance to the Underwriters through the entity named in Item 8. of the Declarations. This insurance may also be cancelled with or without the return or tender of the unearned premium by Underwriters by mailing notice of cancellation to the **Named Insured** at the last mailing address known by Underwriters. The Correspondent shall maintain proof of mailing of such notice on a recognized U.S. Post Office form and a copy of such notice shall be sent to the **Named Insured**'s producer. The mailing of such notice as aforesaid shall be sufficient proof of notice and this insurance shall terminate at the date and hour specified in such notice.
- B. Notice of cancellation must be mailed at least 30 days prior to the effective date of cancellation during the first 60 days of coverage. After coverage has been effective for 61 days or more, all notices must be mailed at least 60 days prior to the effective date of cancellation. Where cancellation is for non-payment of premium, 15 days' notice shall be given. If this Policy has been in effect for 60 days or more, or if this Policy is a renewal, the Underwriters may only cancel for one or more of the following reasons:
  1. nonpayment of premium;
  2. fraud or material misrepresentation affecting the Policy or in the presentation of a **Claim** thereunder, or violation of any of the terms or conditions of the Policy; or
  3. substantial increase in hazard provided that cancellation for this reason shall be effective only after prior approval of the Commissioner.
- C. In the event of cancellation, Underwriters shall refund the paid premium less the earned portion thereof on demand. The earned premium shall be calculated as follows: (a) If this insurance is cancelled by the **Named Insured**, Underwriters shall retain the short rate proportion of the premium hereon, or of any minimum premium stipulated herein. (b) If this insurance is cancelled by Underwriters, Underwriters shall retain the pro rata proportion of the premium hereon, or of any minimum premium stipulated herein. The premium shall be deemed fully earned if any **Claim** under this Policy is reported to Underwriters on or before the date of cancellation.

13. The following is added to the Policy:

**NON-RENEWAL**

This Policy may be non-renewed by the Underwriters by mailing or delivering to the **Named Insured** written notice at least 45 days before the end of the **Policy Period**. The notice will be mailed to the **Named Insured** at the address shown in the Declarations. If notice is mailed, it will be mailed by certified mail.

Notice of non-renewal shall not be required if:

- A. the Underwriters have manifested their willingness to renew;
- B. the **Named Insured** fails to pay the premium; or

- B. the **Named Insured** fails to pay any advance premium required by the Underwriters for renewal.
14. The Limits of Liability are waived if the Underwriters appeal a judgment without the consent of the **Named Insured**.

All other terms and conditions of the Policy remain unchanged.

A handwritten signature in blue ink that appears to read "Jim Synder".

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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>  
Beazley Insurance Company, Inc. referred to in this endorsement as either the  
“Insurer” or the “Underwriters”**

## **WYOMING AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

## **HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY CLAIMS MADE AND REPORTED INSURANCE**

The Master Policy is amended as follows:

1. Items 3.B. and 3.C. Limit of Liability in the Declarations is revised to delete the words "includes **Claims Expenses**".
  2. Item 3.E. of the Declarations is deleted in its entirety and replaced with the following:

**E. Policy Aggregate Limit of Liability <Limit>**

**Claims Expenses** are included except with respect to General Liability coverage (Insuring Agreement I.A.2) and Fire and Water Damage Legal Liability (Insuring Agreement I.A.3)

3. Item 7. of the Declarations is amended to include the following:
    - d) Unlimited at 200% of the total premium
  4. The first sentence of Clause **I. INSURING AGREEMENTS**, Defense and Settlement Paragraph B.1. is deleted and replaced with the following but only in relation to General Liability coverage (Insuring Agreement I.A.2) and Fire and Water Damage Legal Liability (Insuring Agreement I.A.3).
    1. The Underwriters shall have the right and duty to defend the **Insured**, at the Underwriters expense, for any **Claim** first made against the **Insured** seeking payment under the terms of this insurance, even if any of the allegations of the claim are groundless, false, or fraudulent. The underwriters shall choose defense counsel in conjunction with the **Insured**, but in the event of a dispute, the decision of the Underwriters is final.
    5. Clause **I. INSURING AGREEMENTS**, Defense and Settlement Paragraph B.2. is deleted in its entirety and replaced with the following but only in relation to General Liability coverage (Insuring Agreement I.A.2) and Fire and Water Damage Legal Liability (Insuring Agreement I.A.3).
      2. **Damages** and **Claims Expenses** shall be applied against the Deductible set forth in Item 4. of the Declarations.
    6. Clause **I. INSURING AGREEMENTS**, Defense and Settlement Paragraph B.4. is amended to delete the words, “and **Claims Expenses**” following the word **“Damages”** but only in relation to General Liability coverage (Insuring Agreement I.A.2) and Fire and Water Damage Legal Liability (Insuring Agreement I.A.3).

7. Clause **I. INSURING AGREEMENTS**, Defense and Settlement Paragraph B.7. is deleted in its entirety and replaced with the following but only in relation to General Liability coverage (Insuring Agreement I.A.2) and Fire and Water Damage Legal Liability (Insuring Agreement I.A.3).

7. It is further provided that the Underwriters shall not be obligated to pay any **Damages** after the applicable Limit of the Underwriters' Liability has been exhausted by payment of **Damages** or after deposit of the remaining applicable Limit of Liability in a court of competent jurisdiction, and that upon such payment, the Underwriters shall have the right to withdraw from the further defense of the **Claim** by tendering control of said defense to the **Insured**.

8. Clause **X. EXTENDED REPORTING PERIOD** is deleted in its entirety and replaced as follows:

#### **X. EXTENDED REPORTING PERIOD**

- A. In the event of cancellation or non-renewal of this insurance by the Underwriters, the **Named Insured** designated in Item 1. of the Declarations shall have the right to a 12, 24, 36 month and unlimited **Extended Reporting Period** for **Claims** first made against any **Insured** and reported to the Underwriters during the **Extended Reporting Period**, subject to the conditions set forth in the definition of **Extended Reporting Period** herein. In order for the **Named Insured** to invoke the **Extended Reporting Period** option, the payment of the additional premium set forth in Item 7. a), b), c), or d) of the Declarations for the **Extended Reporting Period** must be paid to the Underwriters within 30 days of the non-renewal or cancellation.
- B. The Limit of Liability for the **Extended Reporting Period** shall be part of, and not in addition to, the Underwriters' Limit of Liability for the **Policy Period**.

However, if an unlimited **Extended Reporting Period** is purchased, the **Named Insured** shall have the option of either:

1. Including **Claims** first made during the **Extended Reporting Period** in the **Policy Aggregate Limit of Liability** as stated in Item 3.E. of the Declarations; or
2. Reinstating the **Policy Aggregate Limit of Liability** as stated in Item 3.E. of the Declarations to one hundred percent (100%) for **Claims** first made during **Extended Reporting Period**.
- C. The quotation by the Underwriters of a different premium or Deductible or Limit of Liability or changes in Policy language for the purpose of renewal shall not constitute a refusal to renew by the Underwriters.
- D. The right to the **Extended Reporting Period** shall not be available to the **Named Insured** where cancellation or non-renewal by the Underwriters is due to non-payment of premium or failure of an **Insured** to pay such amounts in excess of the applicable Limit of Liability or within the applicable Deductible.
- E. All notices and premium payments with respect to the **Extended Reporting Period** shall be directed to the Underwriters through the entity named in Item 8. of the Declarations.
- F. At the commencement of the **Extended Reporting Period**, the entire premium shall be deemed earned, and in the event the **Named Insured** terminates the **Extended Reporting Period** for any reason prior to its natural expiration, the Underwriters will not be liable to return any premium paid for the **Extended Reporting Period**.

9. Clause **XX. CANCELLATION**, section 2. is deleted in its entirety and replaced with the following:

## 2. For the Named Insured

- A. This insurance may be cancelled by the **Named Insured** at any time by written notice or by surrender of this contract of insurance to the Underwriters through the entity named in Item 8. of the Declarations. This insurance may also be cancelled with or without the return or tender of the unearned premium by Underwriters by mailing notice of cancellation to the **Named Insured** at the last mailing address known by Underwriters. The Correspondent shall maintain proof of mailing of such notice on a recognized U.S. Post Office form and a copy of such notice shall be sent to the **Named Insured**'s producer. The mailing of such notice as aforesaid shall be sufficient proof of notice and this insurance shall terminate at the date and hour specified in such notice.
- B. Notice of cancellation must be mailed at least 30 days prior to the effective date of cancellation during the first 60 days of coverage.

If this Policy has been effect for sixty days or more, or if this Policy is a renewal, the Underwriters may only cancel this Policy for one or more of the following reasons:

1. failure to pay a premium when due;
2. material misrepresentation of fact which if known to the Underwriters would have caused the Underwriters not to issue the Policy;
3. substantial change in the risk assumed, except that to the extent that the Underwriters should reasonably have foreseen the change or contemplated the risk in writing the Policy; or
4. substantial breaches of contractual duties, conditions or warranties.

Under this paragraph B., if cancellation is for a reason stated in items B.3 or B.4., the Underwriters may cancel this Policy by mailing or delivering to the first **Named Insured** and agent, if any, at the last mailing addresses known to the Underwriters, written notice, including the reason or reasons for cancellation, stating when, not less than forty-five (45) days thereafter, such cancellation shall be effective. However, if cancellation is for the reason stated in item B.1. the Underwriters may cancel this Policy by mailing or delivering a written notice of cancellation, including the reason or reasons for cancellation, to the first **Named Insured** and agent, if any, at the addresses last known to the Underwriters, stating when, not less than ten (10) days thereafter, such cancellation shall be effective. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery (where permitted by law) of such written notice either by the **Named Insured** or by the Underwriters shall be equivalent of mailing. If notice is mailed, proof of mailing shall be sufficient proof of notice. Cancellation shall not be effective unless written notice stating the precise reason for cancellation has been made.

- C. In the event of cancellation, Underwriters shall refund the paid premium less the earned portion thereof on demand. The earned premium shall be calculated as follows: (a) If this insurance is cancelled by the **Named Insured**, Underwriters shall retain the short rate proportion of the premium hereon, or of any minimum premium stipulated herein. (b) If this insurance is cancelled by Underwriters, Underwriters shall retain the pro rata proportion of the premium hereon, or of any minimum premium stipulated herein. The premium shall be deemed fully earned if any **Claim** under this Policy is reported to Underwriters on or before the date of cancellation.
- D. If Underwriters elect not to renew this insurance, they will mail written notice of nonrenewal to the **Named Insured** at the last mailing address known by Underwriters. The notice of nonrenewal shall be mailed at least 60 days prior to the expiration date of this insurance and shall state the reason for nonrenewal. The Correspondent shall maintain proof of mailing of

such notice on a recognized U.S. Post Office form and a copy of such notice shall be sent to the **Named Insured**'s producer. This paragraph shall not apply, if Underwriters have manifested their willingness to renew to the **Named Insured** and the **Named Insured** has failed to comply with the terms of the renewal offer.

All other terms and conditions of the Policy remain unchanged.

A handwritten signature in blue ink, appearing to read "Jeff Snyders".

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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>**

**Beazley Insurance Company, Inc. referred to in this endorsement as either the  
“Insurer” or the “Underwriters”**

**CANCELLATION FOR NONPAYMENT OF PREMIUM ENDORSEMENT**  
**(WITHOUT CALCULATION OF ADDITIONAL PREMIUM)**

This endorsement modifies insurance provided under the following:

**HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY  
CLAIMS MADE AND REPORTED INSURANCE**

It is hereby understood and agreed that this Policy is cancelled for non-payment of premium effective <Effective Date of Cancellation>. It is further understood and agreed that any and all unpaid premium earned under this Policy in accordance with the Policy cancellation provisions will be invoiced by the Underwriters to the **Insured's** broker of record within five (5) business days of the date of this endorsement.

All other terms and conditions of this Policy remain unchanged.



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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>  
Beazley Insurance Company, Inc. referred to in this endorsement as either the  
“Insurer” or the “Underwriters”**

**CANCELLATION FOR NONPAYMENT OF PREMIUM ENDORSEMENT  
(WITHOUT CALCULATION OF ADDITIONAL PREMIUM) - MONTANA**

This endorsement modifies insurance provided under the following:

**HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY  
CLAIMS MADE AND REPORTED INSURANCE**

It is hereby understood and agreed that this Policy is cancelled for non-payment of premium effective <Effective Date of Cancellation>, which effective date reflects the ten (10) day notice period in accordance with Clause VIII.C.2. of the Policy. It is further understood and agreed that any and all unpaid premium earned under this Policy in accordance with the Policy cancellation provisions will be invoiced by the Insurer to the Insured's broker of record within five (5) business days of the date of this endorsement.



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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>  
Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the  
"Underwriters"**

**CANCELLATION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY  
CLAIMS MADE AND REPORTED INSURANCE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that this policy is cancelled effective <Effective Date>12:01 AM.

All other terms and conditions of this Policy remain unchanged.



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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>  
Beazley Insurance Company, Inc. Referred to in this endorsement as either the "Insurer" or the  
"Underwriters"**

**ADD/DELETE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY  
CLAIMS MADE AND REPORTED INSURANCE**

In consideration of the <Addtl or Return Premium>premium of <Premium>it is hereby understood and agreed that the following endorsement(s) is <Added (to)/Deleted (from)> the Policy:  
<Endorsement Title>    <Endorsement Edition Number>

All other terms and conditions of this Policy remain unchanged.



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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>**

**Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"**

**AMEND POLICY NUMBER ON DECLARATIONS PAGE**

This endorsement modifies insurance provided under the following:

**HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY  
CLAIMS MADE AND REPORTED INSURANCE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the policy number as it appears on the Declarations is deleted and replaced with the following:

Policy No.:      <Policy Number>

All other terms and conditions of this Policy remain unchanged.



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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>  
Beazley Insurance Company, Inc. referred to in this endorsement as either the  
“Insurer” or the “Underwriters”**

**INCONSISTENCY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY  
CLAIMS MADE AND REPORTED INSURANCE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the regulatory requirements set forth in any state Amendatory Endorsement shall supersede and take precedence over any provisions of this Policy or any endorsement to this Policy, whenever added, that are inconsistent with or contrary to the provisions of such Amendatory Endorsement, unless such Policy or endorsement provisions comply with the applicable insurance laws of this state.

All other terms and conditions of this Policy remain unchanged.



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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>**

**Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"**

**INCONSISTENCY ENDORSEMENT-VIRGINIA**

This endorsement modifies insurance provided under the following:

**HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY  
CLAIMS MADE AND REPORTED INSURANCE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the regulatory requirements set forth in any state Amendatory Endorsement shall supersede and take precedence over any provisions of this Policy or any endorsement to this Policy.

All other terms and conditions of this Policy remain unchanged.



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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>  
Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the  
"Underwriters"**

**FLAT CANCELLATION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY  
CLAIMS MADE AND REPORTED INSURANCE**

Notwithstanding anything to the contrary in this Policy or any applicable endorsement or amendatory endorsement, the Underwriters shall have the right to cancel this Policy as of its inception date, as if it never existed, if:

- (1) no premium whatsoever is received by the premium due date; and
- (2) no premium whatsoever is received by the last day of the notice period set forth in the notice of cancellation for nonpayment of premium provided by the Underwriters to the Insured in accordance with applicable state law.

All other terms and conditions of this Policy remain unchanged.



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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>  
Beazley Insurance Company, Inc. Referred to in this endorsement as either the "Insurer" or the  
"Underwriters"**

**FLAT CANCELLATION ENDORSEMENT - FLORIDA**

This endorsement modifies insurance provided under the following:

**HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY  
CLAIMS MADE AND REPORTED INSURANCE**

Notwithstanding anything to the contrary in this Policy or any applicable endorsement or amendatory endorsement, the Underwriters may have the right to cancel this Policy as of its inception date, as if it never existed, if:

- (1) no premium whatsoever is received by the premium due date; and
- (2) no premium whatsoever is received by the last day of the notice period set forth in the notice of cancellation for nonpayment of premium provided by the Underwriters to the Insured in accordance with applicable state law.

All other terms and conditions of this Policy remain unchanged.



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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>  
Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the  
"Underwriters"**

**FLAT CANCELLATION ENDORSEMENT – INDIANA**

This endorsement modifies insurance provided under the following:

**HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY  
CLAIMS MADE AND REPORTED INSURANCE**

Notwithstanding anything to the contrary in this Policy or any applicable endorsement or amendatory endorsement, the Underwriters shall have the right to cancel this Policy as of its inception date, as if it never existed, if:

- (1) no premium whatsoever is received by the premium due date; and
- (2) no premium whatsoever is received by the last day of the notice period set forth in the notice of cancellation for nonpayment of premium provided by the Underwriters to the Insured in accordance with applicable state law.

In applying the foregoing, the Underwriters shall send written notice to the **Named Insured** and the Commissioner at least thirty (30) days before any termination by cancellation of the policy takes effect. Such written notice shall specify the date on which the cancellation becomes effective.

All other terms and conditions of this Policy remain unchanged.



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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>  
Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the  
"Underwriters"**

**FLAT CANCELLATION ENDORSEMENT - MAINE**

This endorsement modifies insurance provided under the following:

**HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY  
CLAIMS MADE AND REPORTED INSURANCE**

Notwithstanding anything to the contrary in this Policy or any applicable endorsement or amendatory endorsement, the Underwriters shall have the right to seek an action to rescind this Policy as of its' inception date, if:

- (1) no premium whatsoever is received by the premium due date; and
- (2) no premium whatsoever is received by the last day of the notice period set forth in the notice of cancellation for nonpayment of premium provided by the Underwriters to the Insured in accordance with applicable state law.

All other terms and conditions of this Policy remain unchanged.



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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>  
Beazley Insurance Company, Inc. referred to in this endorsement as either the  
“Insurer” or the “Underwriters”**

**ADD/DELETE ENDORSEMENT WITHOUT ADDITIONAL/RETURN PREMIUM**

This endorsement modifies insurance provided under the following:

**HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY  
CLAIMS MADE AND REPORTED INSURANCE**

It is hereby understood and agreed that the following endorsement(s) is <Added (to)/Deleted (from)> the Policy:

<Endorsement Title>    <Endorsement Edition Number>

All other terms and conditions of this Policy remain unchanged.



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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>  
Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the  
"Underwriters"**

**MAILING ADDRESS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY  
CLAIMS MADE AND REPORTED INSURANCE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Item 1. is amended to include the following mailing address of the entity in Item 1. of the Declarations:

<Applicant Address>

All other terms and conditions of this Policy remain unchanged.



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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>**

**Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"**

**ADDITIONAL INSURED ENDORSEMENT WITH WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

**HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY CLAIMS MADE AND REPORTED INSURANCE**

In consideration of an additional premium of \$<additional premium> charged for the Policy, it is hereby understood and agreed that:

1. The entity(ies) or individual(s) listed below shall be included as an **Additional Insured(s)**, but only as respects to **Claims** arising out of any negligent act, error or omission of the **Named Insured** under this insurance:

**Additional Insured(s)**

<additional insured(s)>

2. The **Named Insured** waives any right of recovery the **Named Insured** may have against any person or organization, where required by the **Insured's** written contract with the **Additional Insured**, because of payments made by the **Named Insured** for **Damages** and **Claims Expenses** arising out of the **Named Insured's** operations.

All other terms and conditions of this Policy remain unchanged.



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\_\_\_\_\_  
Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>**

**Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"**

**AMENDMENT OF ADDRESS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY  
CLAIMS MADE AND REPORTED INSURANCE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Address under Item 1. of the Declarations is amended to read the following:

**Address:** <Applicant Address>

<Applicant City>, <Applicant State> <Applicant Zip>

All other terms and conditions of this Policy remain unchanged.



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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>  
Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the  
"Underwriters"**

**AMENDMENT OF NAMED INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY  
CLAIMS MADE AND REPORTED INSURANCE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Item 1. of the Declarations is amended to read the following:

Item 1. Named Insured: <Applicant Name>

All other terms and conditions of this Policy remain unchanged.

  
\_\_\_\_\_  
Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>  
Beazley Insurance Company, Inc. referred to in this endorsement as either the  
“Insurer” or the “Underwriters”**

**AMENDMENT OF PREMIUM ENDORSEMENT- CHANGE OF EMPLOYMENT STATUS**

This endorsement modifies insurance provided under the following:

**HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY  
CLAIMS MADE AND REPORTED INSURANCE**

In consideration of an additional premium of \$<additional premium> charged for the Policy, it is hereby understood and agreed that Item 5. of the Declarations, **Premium**, is amended to reflect the **Named Insured's** change in Employment Status from <employed>/<self-employed> to <self-employed>/<employed>.

All other terms and conditions of this Policy remain unchanged.

  
\_\_\_\_\_  
Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>**

**Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"**

**CHANGE IN LIMIT OF LIABILITY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY CLAIMS MADE AND REPORTED INSURANCE**

In consideration of an additional premium of \$<additional premium> charged for the Policy, it is hereby understood and agreed that the Limit of Liability listed in the Declarations for Coverage Section <Coverage Section>, <Coverage Title> is amended to read:

<Coverage Section>, <Coverage Title>

<Coverage Title>:	
i. each <b>Claim</b> includes <b>Claims Expenses</b>	<Limit>
ii. <b>Aggregate Limit of Liability</b> includes <b>Claims Expenses</b>	<Limit>

All other terms and conditions of this Policy remain unchanged.

  
\_\_\_\_\_  
Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>**

**Beazley Insurance Company, Inc. Referred to in this endorsement as either the "Insurer" or the "Underwriters"**

**CHANGE IN LIMIT OF LIABILITY ENDORSEMENT – ILLINOIS**

This endorsement modifies insurance provided under the following:

**HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY CLAIMS MADE AND REPORTED INSURANCE**

In consideration of an additional premium of \$<additional premium> charged for the Policy, it is hereby understood and agreed that the Limit of Liability listed in the Declarations for Coverage Section <Coverage Section>, <Coverage Title> is amended to read:

<Coverage Section>, <Coverage Title>

<b>&lt;Coverage Title&gt;:</b>	
i. each <b>Claim</b> (includes <b>Claims Expenses</b> for only Professional Liability coverage)	<Limit>
ii. <b>Aggregate Limit of Liability</b> (includes <b>Claims Expenses</b> for only Professional Liability coverage)	<Limit>

All other terms and conditions of this Policy remain unchanged.



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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>  
Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the  
"Underwriters"**

**DESIGNATED PROFESSIONAL SERVICES ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY  
CLAIMS MADE AND REPORTED INSURANCE**

In consideration of an additional premium of \$<additional premium> charged for the Policy, it is hereby understood and agreed that the **Professional Services** provided by the **Named Insured** include the following:

**Professional Services**

<professional services>

All other terms and conditions of this Policy remain unchanged.



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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>**

**Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"**

**Hired Auto and Non Owned Auto Liability Endorsement with Sublimit**

This endorsement modifies insurance provided under the following:

**Health and Fitness Professionals Professional Liability and General Liability Claims Made and Reported Insurance**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. Item 3. of the Declarations is amended to include the following under the General Liability Coverage:

<b>&lt;Non-Owned/Hired Auto Limit&gt;</b>	<b>Non-Owned/Hired Auto Limit for Each Claim</b>
<b>&lt;Non-Owned/Hired Auto Limit&gt;</b>	<b>Non-Owned/Hired Auto Annual Aggregate Limit</b>
2. The Underwriters' maximum aggregate limit of liability for all **Damages** resulting from all such **Claims** shall be as listed under paragraph 1. above which amount shall be part of and not in addition to the Aggregate Limit of Liability set forth in Item 3.B.ii. of the Declarations. One deductible amount, as shown in Item 4. of the Declarations shall apply to any one **Claim**.
3. Clause **I. INSURING AGREEMENTS** A.2. is amended to include the following coverage:
  - a. **Bodily Injury or Property Damage** arising out of the maintenance or use of a **Hired Automobile** by an **Insured** in the course or scope of the **Named Insured's** business.
  - b. **Bodily Injury or Property Damage** arising out of the use of any **Non-Owned Automobile** by an **Insured** in the course or scope of the **Named Insured's** business.
4. Solely with respect to the coverage provided under this endorsement, **EXCLUSIONS** 2. c. of Clause **V.** is deleted in its entirety and replaced with the following:
  - (c) to any **Claim** for liability arising out of, **Personal Injury or Property Damage** arising out of ownership, maintenance, operation, use, loading or unloading of:
    - (1) any Aircraft or Watercraft owned or operated by or rented or loaned to any **Insured**; or
    - (2) any other Aircraft or Watercraft operated by any person in the course of their employment or volunteer duties for any **Insured**;
5. Solely with respect to the coverage provided under this endorsement, **EXCLUSIONS** 2. h. of Clause **V.** is deleted in its entirety.
6. **EXCLUSIONS** 2. and 4. of Clause **V.** are amended to include the following:

The coverage under this Policy does not apply to **Damages** or **Claims Expenses** incurred with respect to any **Claim** arising out of a negligent act, error or omission or an **Accident** involving **Bodily Injury** to:

- (1) an **Employee** of the **Insured** arising out of or in the course and scope of employment with the **Insured**;
- (2) the spouse, child, parent, brother, sister, or a party to a civil union of that **Employee** as a consequence of (1) above.

This exclusion applies:

- (1) Whether the **Insured** may be liable as an employer or in any other capacity; and
- (2) To any other obligation to share **Damages** with or repay someone else who must pay **Damages** because of injury; provided however that this exclusion does not apply to:
  - (a) Liability assumed by the **Insured** under an **Insured Contract**; or
  - (b) Property in the care, custody or control of the **Insured**.

7. Clause **III. PERSONS INSURED** is deleted in its entirety and replaced with the following:

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

- a. The **Named Insured** designated in Item 1. of the Declarations;
- b. Any other person using a **Hired Automobile** with the **Named Insured's** permission solely when such **Hired Automobile** is being used for the **Insured's** business purposes.
- c. With respect to a **Non-Owned Automobile**, any partner, executive officer, Employee or volunteer of the **Insured** solely when such **Non-Owned Automobile** is being used for the **Insured's** business purposes.
- d. Any other person or organization, but only with respect to their liability because of any acts or omission of an **Insured** under a., b., or c. above.

This Policy shall not apply to:

- a. Any person engaged in the business of his or her employer with respect to **Bodily Injury** to any co-employee of such person injured in the course of employment;
- b. Any partner or executive officer with respect to any **Automobile** owned by such partner, or officer or a member of his or her household;
- c. Any person while employed in or otherwise engaged in duties in connection with an **Automobile Business**, other than an **Automobile Business** the **Named Insured** operates;
- d. The owner or lessee (of whom you are a sublessee) of a **Hired Automobile** or the owner of a **Non Owned Automobile** or any agent or **Employee** of any such owner or lessee;
- e. Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a **Named Insured** in the Declarations, or covered as an **Insured**.

8. Clause V. **DEFINITIONS** is amended by the addition of the following:

**"Automobile Business"** means the business or occupation of selling, repairing, servicing, storing or parking **Automobiles**.

**"Employee"** means a person on the **Insured's** regular payroll, with federal and, if applicable, state taxes withheld, whose work is directed or controlled by the **Insured**, including part-time and seasonal **Employees** and leased workers. **Employee** does not include a temporary worker.

**"Hired Automobile"** means any **Automobile** the **Insured** leases, hires or borrows. This does not include any **Automobile** the **Insured** leases, hires or borrows from any other **Insureds**, **Employees**, volunteers or members of their households, or from any partner or executive officer of the **Named Insured**.

**"Insured Contract"** means that part of any contract or agreement entered into, as part of the **Named Insured's** business, pertaining to the rental or lease, by the **Insured** or any of the **Insured's Employees**, of any **Automobile**. However such contract or agreement shall not be considered an **Insured Contract** to the extent that it obligates the **Insured** or any of the **Insured's Employees** to pay for **Property Damage** to any **Automobile** rented or leased by the **Insured** or any of the **Insured's Employees**.

**"Non-Owned Automobile"** means any **Automobile** the **Named Insured** does not own, lease, hire or borrow which is used in connection with **Named Insured's** business. However, if the **Named Insured** is a partnership a **Non-Owned Automobile** does not include any **Automobile** owned by any partner.

9. The coverage provided under this endorsement shall only apply in excess of any other valid and collectible insurance available to the **Insureds** identified in paragraph 7. above, including any self insured retention or deductible portion thereof.

All other terms and conditions of this Policy remain unchanged.



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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>**

**Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"**

**Hired Auto and Non Owned Auto Liability Endorsement with Sublimit - Vermont**

This endorsement modifies insurance provided under the following:

**Health and Fitness Professionals Professional Liability and General Liability Claims Made and Reported Insurance**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. Item 3. of the Declarations is amended to include the following under the General Liability Coverage:

<Non-Owned/Hired Auto Limit>	Non-Owned/Hired Auto Limit for Each <b>Claim</b>
<Non-Owned/Hired Auto Limit>	Non-Owned/Hired Auto Annual Aggregate Limit
2. The Underwriters' maximum aggregate limit of liability for all **Damages** resulting from all such **Claims** shall be as listed under paragraph 1. above which amount shall be part of and not in addition to the Aggregate Limit of Liability set forth in Item 3.B.ii. of the Declarations. One deductible amount, as shown in Item 4. of the Declarations shall apply to any one **Claim**.
3. Clause **I. INSURING AGREEMENTS** A.2. is amended to include the following coverage:
  - a. **Bodily Injury or Property Damage** arising out of the maintenance or use of a **Hired Automobile** by an **Insured** in the course or scope of the **Named Insured's** business.
  - b. **Bodily Injury or Property Damage** arising out of the use of any **Non-Owned Automobile** by an **Insured** in the course or scope of the **Named Insured's** business.
4. Solely with respect to the coverage provided under this endorsement, **EXCLUSIONS** 2. c. of Clause **V.** is deleted in its entirety and replaced with the following:
  - (c) to any **Claim** for liability arising out of, **Personal Injury or Property Damage** arising out of ownership, maintenance, operation, use, loading or unloading of:
    - (1) any Aircraft or Watercraft owned or operated by or rented or loaned to any **Insured**; or
    - (2) any other Aircraft or Watercraft operated by any person in the course of their employment or volunteer duties for any **Insured**;
5. Solely with respect to the coverage provided under this endorsement, **EXCLUSIONS** 2. h. of Clause **V.** is deleted in its entirety.
6. **EXCLUSIONS** 2. and 4. of Clause **V.** are amended to include the following:

The coverage under this Policy does not apply to **Damages** or **Claims Expenses** incurred with respect to any **Claim** arising out of a negligent act, error or omission or an **Accident** involving **Bodily Injury** to:

- (1) an **Employee** of the **Insured** arising out of or in the course and scope of employment with the **Insured**;
- (2) the spouse, child, parent, brother, sister, or a party to a civil union of that **Employee** as a consequence of (1) above.

This exclusion applies:

- (1) Whether the **Insured** may be liable as an employer or in any other capacity; and
- (2) To any other obligation to share **Damages** with or repay someone else who must pay **Damages** because of injury; provided however that this exclusion does not apply to:
  - (a) Liability assumed by the **Insured** under an **Insured Contract**; or
  - (b) Property in the care, custody or control of the **Insured**.

7. Clause **III. PERSONS INSURED** is deleted in its entirety and replaced with the following:

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

- a. The **Named Insured** designated in Item 1. of the Declarations;
- b. Any other person using a **Hired Automobile** with the **Named Insured's** permission solely when such **Hired Automobile** is being used for the **Insured's** business purposes.
- c. With respect to a **Non-Owned Automobile**, any partner, executive officer, Employee or volunteer of the **Insured** solely when such **Non-Owned Automobile** is being used for the **Insured's** business purposes.
- d. Any other person or organization, but only with respect to their liability because of any acts or omission of an **Insured** under a., b., or c. above.

This Policy shall not apply to:

- a. Any person engaged in the business of his or her employer with respect to **Bodily Injury** to any co-employee of such person injured in the course of employment;
- b. Any partner or executive officer with respect to any **Automobile** owned by such partner, or officer or a member of his or her household;
- c. Any person while employed in or otherwise engaged in duties in connection with an **Automobile Business**, other than an **Automobile Business** the **Named Insured** operates;
- d. The owner or lessee (of whom you are a sublessee) of a **Hired Automobile** or the owner of a **Non Owned Automobile** or any agent or **Employee** of any such owner or lessee;
- e. Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a **Named Insured** in the Declarations, or covered as an **Insured**.

8. Clause **V. DEFINITIONS** is amended by the addition of the following:

**"Automobile Business"** means the business or occupation of selling, repairing, servicing, storing or parking **Automobiles**.

**"Employee"** means a person on the **Insured's** regular payroll, with federal and, if applicable, state taxes withheld, whose work is directed or controlled by the **Insured**, including part-time and seasonal **Employees** and leased workers. **Employee** does not include a temporary worker.

**"Hired Automobile"** means any **Automobile** the **Insured** leases, hires or borrows. This does not include any **Automobile** the **Insured** leases, hires or borrows from any other **Insureds**, **Employees**, volunteers or members of their households, or from any partner or executive officer of the **Named Insured**.

**"Insured Contract"** means that part of any contract or agreement entered into, as part of the **Named Insured's** business, pertaining to the rental or lease, by the **Insured** or any of the **Insured's Employees**, of any **Automobile**. However such contract or agreement shall not be considered an **Insured Contract** to the extent that it obligates the **Insured** or any of the **Insured's Employees** to pay for **Property Damage** to any **Automobile** rented or leased by the **Insured** or any of the **Insured's Employees**.

**"Non-Owned Automobile"** means any **Automobile** the **Named Insured** does not own, lease, hire or borrow which is used in connection with **Named Insured's** business. However, if the **Named Insured** is a partnership a **Non-Owned Automobile** does not include any **Automobile** owned by any partner.

9. The coverage provided under this endorsement shall only apply in excess of any other valid and collectible insurance available to the **Insureds** identified in paragraph 7. above, including any self insured retention or deductible portion thereof.
10. This endorsement will also provide whatever Uninsured/Underinsured Motorists Coverage is required by Vermont Statute.

All other terms and conditions of this Policy remain unchanged.



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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>  
Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the  
"Underwriters"**

**PURCHASE OF EXTENDED REPORTING PERIOD ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**HEALTH AND FITNESS PROFESSIONALS PROFESSIONAL LIABILITY AND GENERAL LIABILITY  
CLAIMS MADE AND REPORTED INSURANCE**

In consideration of an additional premium of \$<additional premium> charged for the **Extended Reporting Period**, it is hereby understood and agreed that it is hereby understood and agreed that the **Named Insured** has invoked the <number of months> month **Extended Reporting Period** pursuant to Clause X. of this Policy.

This **Extended Reporting Period** applies only to the individual and/or entity listed below (if applicable):

Individual and/or Entity

<name of individual and/or entity>

All other terms and conditions of this Policy remain unchanged.

  
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Authorized Representative