



NASW RRG Plan Administrator
1200 E. Glen Avenue
Peoria Heights, IL 61616-5348

11/2/2022

Customer ID: 1L3U6ZREXG

Catherine Danilo
104 River Dr
Titusville, NJ 08560-1729

Dear Catherine Danilo,

Thank you for purchasing your Professional Liability policy with the NASW Risk Retention Group. Enclosed please find your policy documents (proof of coverage).

We thank you for having considered NASW for your Professional Liability needs; if you have any questions regarding this matter, please contact us at 888.278.0038.

Sincerely,

NASW RRG Plan Administrator
888.278.0038
customerservice@naswinsure.com

**SOCIAL WORKERS PROFESSIONAL AND SUPPLEMENTAL LIABILITY
INSURANCE POLICY DECLARATIONS - CLAIMS MADE AND REPORTED**

Customer ID:	<u>1L3U6ZREXG</u>	Named Insured:	<u>Catherine Danilo</u>
Policy Number:	<u>P-IND1L3U7AAGJL7-06</u>		
Effective Date:	<u>11/15/2022</u>	Address:	<u>104 River Dr</u>
Expiration Date:	<u>11/15/2023</u>		<u>Titusville, NJ 08560-1729</u>
Retroactive Date:	<u>11/15/2016</u>		

NOTICE: A LOWER LIMIT OF LIABILITY APPLIES TO JUDGEMENTS OR SETTLEMENTS WHEN THERE ARE ALLEGATIONS OF SEXUAL MISCONDUCT. (SEE POLICY FOR DETAILS) THE POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED, THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

PROFESSIONAL LIABILITY COVERAGE A		LIMITS OF LIABILITY	PREMIUM
Liability Per Claim Limit		\$1,000,000.00	\$138.00
Liability Aggregate Limit		\$3,000,000.00	
SUPPLEMENTAL LIABILITY COVERAGE B		LIMITS OF LIABILITY	PREMIUM
Liability Aggregate Limit		\$3,000,000.00	
Liability Per Claim Limit		\$1,000,000.00	
ADDITIONAL COVERAGES C		LIMITS OF LIABILITY	PREMIUM
Deposition Expense		\$5,000 per deposition/\$35,000 per policy period	
Subpoena Expense		\$400.00 per policy period	
State License Board Investigation Defense		\$35,000.00 per policy period	
Emergency First Aid		\$15,000.00 per policy period	
Health Information - HIPAA		\$25,000.00 per policy period	
First Party Assault		\$15,000.00 per policy period	
Medical Payments		\$5,000 per incident/\$50,000 per policy period	
Wage Loss and Expense		\$1,000 per day/\$35,000 per policy period	

TOTAL PREMIUM FOR THIS COVERAGE PART: \$138.00

NOTICE: THIS POLICY IS ISSUED BY YOUR RISK RETENTION GROUP. YOUR RISK RETENTION GROUP MAY NOT BE SUBJECT TO ALL OF THE INSURANCE LAWS AND REGULATIONS OF YOUR STATE. STATE INSURANCE INSOLVENCY GUARANTY FUNDS ARE NOT AVAILABLE FOR YOUR RISK RETENTION GROUP.

ATTENTION: THE POLICY OF INSURANCE IDENTIFIED ABOVE HAS BEEN ISSUED TO THE NAMED INSURED FOR THE POLICY PERIOD INDICATED. ALL INSURED ARE SUBJECT TO THE LIMITS OF LIABILITY THAT ARE APPLICABLE TO THE POLICY. THE LIMITS OF LIABILITY MAY NOT BE STACKED TO INCREASE THE AMOUNT WE WILL PAY FOR ANY CLAIM. THE AGGREGATE LIMIT MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Regarding Cancellation:** Should the policy be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions to the Named Insured.

Authorized Representative:



Tony Benedetto

Brokered and Administered by:



NASW RRG Plan Administrator
1200 E. Glen Avenue
Peoria Heights, IL 61616-5348
License: CA# 0F76076, AR# 1322

The NASW RRG Inc. supports this policy with its full faith, credit and assets.

This policy is reinsured by Swiss Re America.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/02/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements.

PRODUCER NASW RRG Plan Administrator 1200 East Glen Avenue Peoria Heights, IL 61616-5348	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED Catherine Danilo 104 River Dr Titusville, NJ 08560-1729	INSURER(S) AFFORDING COVERAGE INSURER A: NASW Risk Retention Group INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 14366

CUSTOMER ID: 1L3U6ZREXG

CERTIFICATE NUMBER: P-IND1L3U7AAGJL7-06

REVISION NUMBER: 001

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> EPLI - CLAIMS MADE <input type="checkbox"/> EPLI - OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/ PARTNER/ EXECUTIVE OFFICER/ MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under Description of Operations below	N/A					PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Insurance Retroactive Date: 11-15-2016	N	N	P-IND1L3U7AAGJL7-06	11/15/2022	11/15/2023	Per Claim Limit \$1,000,000.00 Aggregate Limit \$3,000,000.00 State Licensing Board Limits \$35,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

(ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ON ACCORDANCE WITH POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

NOTICE: This policy is issued by your risk retention group. Your risk retention group may not be subject to all of the insurance laws and regulations of your state. State insurance insolvency guaranty funds are not available for your risk retention group.

NASW Risk Retention Group, Inc. (the Company)
District of Columbia

CLAIMS MADE AND REPORTED SOCIAL WORKERS PROFESSIONAL AND SUPPLEMENTAL LIABILITY POLICY

NOTICE: THIS POLICY PROVIDES SOCIAL WORKERS PROFESSIONAL LIABILITY CLAIMS MADE AND REPORTED COVERAGE. COVERAGE IS LIMITED GENERALLY TO LIABILITY FOR CLAIMS ARISING FROM A PROFESSIONAL INCIDENT HAPPENING ON OR SUBSEQUENT TO THE RETROACTIVE DATE STATED IN THE POLICY AND BEFORE THE END OF THE POLICY PERIOD WHEN THE CLAIM IS FIRST MADE AGAINST YOU AND REPORTED TO US IN WRITING DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. A LOWER LIMIT OF LIABILITY APPLIES TO SOME OF THE COVERAGES IN THIS POLICY. THIS POLICY IS SUBJECT TO ARBITRATION IN ACCORDANCE WITH THE PROVISIONS SET FORTH BELOW IN SECTION VII(K). PLEASE REVIEW THIS POLICY CAREFULLY AND DISCUSS THIS COVERAGE WITH YOUR LEGAL OR INSURANCE ADVISOR.

Throughout this **Policy**, the words **You**, **Your**, and **Insured** refer to each person or entity that is an **Insured** under this **Policy**. The words **We**, **Us**, and **Our** refer to the **Company** providing this insurance. Bolded words and phrases used in this **Policy** have special meaning as defined in this **Policy**, including in Section III, Definitions.

In consideration of the payment of premium, the undertaking of the **Insured** to pay any applicable Deductible to the degree one is stated in the Declarations, and in reliance on all of the statements made and information **You** furnished to **Us**, including all representations made in the **Application**, and subject to the **Limits of Liability** as set forth in the Declarations and described in Section IV of this **Policy**, and the terms, conditions and other provisions of this **Policy**, **We** and **You** agree as follows:

I. INSURING AGREEMENT

Coverage Part A: Professional Liability Coverage

We will pay on **Your** behalf those amounts that **You** become legally obligated to pay as **Damages** for a **Claim** alleging a **Professional Incident** in **Your** provision of **Professional Services** to others, provided:

- A.** The **Professional Incident** takes place on or after the **Retroactive Date** and before the end of the **Policy Period**, and

- B. The **Claim** is first made against **You** and reported to **Us** in writing during the **Policy Period** or any applicable Extended Reporting Period pursuant to the reporting procedures set forth in Section VII.A.

Coverage Part B: Supplemental Liability for **Business Invitees**

The coverage under Coverage Part B does not apply to any **Claim** or **Damages** that is covered under Coverage Part A or Coverage Part C.

A. **Bodily Injury and Property Damage Coverage for Business Invitees**

We will pay on **Your** behalf those amounts that **You** become legally obligated to pay as **Damages**, for a **Claim** alleging **Bodily Injury** or **Property Damage** to a **Business Invitee** that takes place while **You** are providing **Professional Services**, provided:

1. The **Professional Services** take place on or after the **Retroactive Date** and before the end of the **Policy Period**,
2. The **Bodily Injury** or **Property Damage** takes place in the **Workplace** where **Professional Services** are being rendered to the **Business Invitee** or another person that the **Business Invitee** is accompanying,
3. The **Bodily Injury** or **Property Damage** occurs before the end of the **Policy Period**, and
4. The **Claim** is first made against **You** and reported to **Us** in writing during the **Policy Period** or any applicable Extended Reporting Period pursuant to the reporting procedures set forth in Section VII.A.

B. **Personal Injury Coverage for Business Invitees**

We will pay on **Your** behalf those amounts that **You** become legally obligated to pay as **Damages** for a **Claim** alleging **Personal Injury** to a **Business Invitee** that takes place while **You** are providing **Professional Services**, provided:

1. The **Professional Services** take place on or after the **Retroactive Date** and before the end of the **Policy Period**,
2. The **Personal Injury** takes place in the **Workplace** where **Professional Services** are being rendered to the **Business Invitee** or another person that the **Business Invitee** is accompanying,
3. The **Personal Injury** occurs before the end of the **Policy Period**, and

4. The **Claim** is first made against **You** and reported to **Us** in writing during the **Policy Period** or any applicable Extended Reporting Period pursuant to the procedures identified in Section VII.A.

Coverage Part C: Additional Coverages

The additional coverages set forth in Coverage Part C are each subject to a separate **Limit of Liability** set forth in the Declarations for that Coverage Part C Subpart. Each such separate **Limit of Liability** for an additional coverage set forth in Coverage Part C is in addition to, and does not reduce, the Limits of Liability applicable to Coverage Parts A and B. If there is no **Limit of Liability** set forth in the Declarations for an additional coverage under Coverage Part C, then there is no coverage under this **Policy** for that additional coverage. The coverage under Coverage Part C does not apply to any **Claim** or **Damages** that is covered under Coverage Part A or Coverage Part B.

A. Emergency First Aid

We will pay for those expenses that **You** have voluntarily incurred for first aid rendered as a result of **Bodily Injury** to a **Business Invitee** in the **Workplace** used principally in the **Named Insured's** practice as a social worker, provided:

1. The incident that causes the **Bodily Injury** takes place on or after the **Retroactive Date** and before the end of the **Policy Period**;
2. The first aid was provided within a 48-hour period from the time the **Bodily Injury** first happened;
3. Documentation of the expenses is timely provided to **Us**; and
4. The incident was timely reported to **Us** in writing during the **Policy Period** or any applicable Extended Reporting Period pursuant to the procedures identified in Section VII.A.

B. Health Information- HIPAA

1. **We** will pay for reasonable attorney's fees, costs, expenses or fees that **You** incur in responding to a **Claim** first made by a regulator against **You** for any **Privacy Wrongful Act**, provided:
 - (a) the **Privacy Wrongful Act** arises solely out of **Your** performance of **Professional Services**;
 - (b) the **Privacy Wrongful Act** took place on or after the **Retroactive Date** and before the end of the **Policy Period**; and

- (c) the **Claim** for a **Privacy Wrongful Act** was first made against **You** and reported to **Us** in writing during the **Policy Period** or any applicable Extended Reporting Period pursuant to the procedures identified in Section VII.A.
- 2. **We** will pay those reasonable amounts that **You** incur in notifying **Your** clients of a **Privacy Wrongful Act** as mandated by any U.S. federal or state privacy protection statutes or regulations, provided:
 - (a) The **Privacy Wrongful Act** arises solely out of **Your** performance of **Professional Services**;
 - (b) the **Privacy Wrongful Act** took place on or after the **Retroactive Date** and before the end of the **Policy Period**; and
 - (c) The **Privacy Wrongful Act** was reported to **Us** in writing during the **Policy Period** or any applicable Extended Reporting Period pursuant to the procedures identified in Section VII.A.

Coverage under this Coverage Part C, Subpart B.2 applies regardless of whether or not a **Claim** for a **Privacy Wrongful Act** is made against **You**.

We will not, however, pay for any penalties, fines or other fees assessed against **You** by any regulatory or other authority arising from, caused by, or related to a **Privacy Wrongful Act**.

C. State Licensing Board Investigation Defense

Subject to our right to select counsel, **We** will pay **Your Claim Expenses** to respond to an investigation or proceeding by a state licensing board, or other regulatory body that licenses or regulates **Your** work as a social worker, concerning **Your** provision of **Professional Services**, provided:

- 1. The **Professional Services** take place on or after the **Retroactive Date** and before the end of the **Policy Period**, and
- 2. Notice of the investigation or proceeding is first received by **You** and reported to **Us** in writing during the **Policy Period** or any Applicable Extended Reporting Period, pursuant to the reporting procedures set forth in Section VII.A.

We will not, however, pay for any penalties, fines or other fees assessed against **You** by any licensing board or regulatory body. Under no circumstances does this coverage extend to any criminal proceeding or Medicaid or Medicare investigation.

D. First Party **Assault**

We will pay for any:

1. Medical expenses incurred as a result of **Bodily Injury** to **You**; and
2. The repair or replacement of damaged or stolen personal property owned by **You**;

as a result of an **Assault** by, or at the direction of, a person other than **You**, that occurs during the **Policy Period**, and which happens at **Your Workplace** or elsewhere while **You** are conducting **Professional Services**, provided that the **Assault** was reported to **Us** in writing during the **Policy Period** or any applicable Extended Reporting Period pursuant to the procedures set forth in Section VII.A.

This coverage does not apply to **Bodily Injury** or to damage or theft of personal property arising from any type of transportation used by **You** to go to or from **Your Workplace**, or to damage, theft of any business or personal property owned, leased or rented by any other person or entity while in **Your** possession.

E. Medical Payments

We will pay for any amounts that **You are legally obligated to pay as medical payments arising from **Bodily Injury** suffered by a **Business Invitee**, where such **Bodily Injury** occurred in **Your** provision of **Professional Services** to others in **Your Workplace**, provided that:**

1. The incident that causes the **Bodily Injury** takes place on or after the **Retroactive Date** and before the end of the **Policy Period**;
2. Documentation of the medical payments is timely provided to **Us**; and
3. The incident was timely reported to **Us** in writing during the **Policy Period** or any applicable Extended Reporting Period pursuant to the procedures identified in Section VII.A.

F. Wage Loss and Expense

We will pay for **Your lost wages per day, plus reasonable costs and expenses, caused by **Your** attendance at **Our** request at any trial(s), hearing(s), mediation(s), or arbitration proceeding(s) involving any **Claim** against **You** for **Damages** covered under this **Policy**, regardless of the number of **Insureds**, mediations, trials, hearing or arbitration proceedings, provided that documentation of these expenses is timely provided to **Us**.**

G. Deposition Expense

We will pay for **Your** reasonable legal expenses incurred by **You** for **Your** subpoenaed and legally required appearance at a deposition to provide testimony involving **Your** provision of **Professional Services** during the **Policy Period**, provided that:

1. A **Claim** has not been asserted against **You**;
2. The treatment about which **You** will testify could, in **Our** judgment, reasonably lead to a **Claim** being asserted against **You** which would otherwise be covered under this **Policy**; and
3. The deposition expense coverage is subject to **Our** right to select counsel.

H. Subpoena Expense Reimbursement

We will reimburse **You** for reasonable legal expenses incurred and paid by **You** for legal assistance in complying with any subpoena, including but not limited to **You** providing medical record information, and for any other subpoena request, provided that:

1. **You** receive the subpoena during the **Policy Period** and report **Your** receipt of the subpoena and intent to seek reimbursement to **Us** in writing during the **Policy Period** pursuant to the reporting procedures set forth in Section VII.A;
2. **You** provide satisfactory documentation of the legal fees incurred in responding to the subpoena and **Your** payment of same, along with a valid, executed W9; and
3. The total reimbursement for all subpoena expenses under this **Policy** shall not exceed \$400.00, regardless of the amount expended by **You** or the number of subpoenas received during the **Policy Period**.

DEFENSE, CLAIM EXPENSES, SETTLEMENT

A. The following applies only to Coverage Parts A and B:

We will have the right and duty to defend **You**, including the right to select counsel, against any **Claim** brought against **You** to which this **Policy** applies regardless of whether the **Claim** is groundless, false or fraudulent. **We** will have no duty to defend **You** against any **Claim** for which there is no coverage under this **Policy**. **We** have the right to conduct any investigation or negotiation and, with the written consent of the first **Named Insured**, which consent will not be unreasonably withheld, make any settlement of a **Claim**. If **We** recommend a settlement to **You** that is acceptable to the claimant and **You** refuse to consent to the settlement and elect to contest the **Claim** or continue any legal proceedings in connection with such **Claim** then, subject to the Limits of Liability section of this **Policy**, **Our Limit of Liability** for that **Claim** will not exceed the amount for which that **Claim** could have been settled, plus the **Claim Expenses** incurred by **Us** to defend that **Claim**.

- B. **We** will have the right, but not the duty, at **Our** sole discretion to investigate any **Damages, Claim** or **Potential Claim**.
- C. **We** will have the right, but not the duty, to appeal any judgment or award against **You**.
- D. **You** may not incur any **Claim Expenses**, admit liability, make any payment, or settle any **Claim** without **Our** prior written consent, which will not be unreasonably withheld. **We** will not be liable for any expense, settlement, assumed obligation or admission to which **We** did not consent.
- E. Subject to the applicable **Limit of Liability**, **We** will pay all **Claim Expenses** that **We** incur in the investigation and defense of any **Claim** under Coverage Parts A or B or that **We** incur under Coverage Part C. **Claim Expenses** are within the **Limit of Liability**.
- F. **You** agree to cooperate with **Us** in defending, investigating and settling any **Claim** and agree, as a condition of coverage under this **Policy**, to submit to **Us** upon request any information and documentation that **We** may require in the investigation and defense of any **Claim**.
- G. If **We** exercise **Our** right to appeal, **We** will pay the premiums for any appeal bonds for the covered part of the judgment, but **We** have no obligation to apply for, furnish or have any court approve of such bonds or provide any collateral for such bonds.
- H. **Our** duty to defend **You** ends upon exhaustion of the applicable **Limit of Liability** in the payment of **Damages** and **Claim Expenses**, which can include tendering the **Limit of Liability** into court.

II. POLICY TERRITORY

This **Policy** applies to **Professional Incidents, Bodily Injury, Property Damage, Privacy Wrongful Acts, Personal Injury, or Assaults** that take place anywhere in the world, but only if the **Claim** is made and the **Suit** is brought or the licensing board or regulatory investigation or proceeding is conducted in the United States of America, its territories or possessions, or Puerto Rico.

III. DEFINITIONS

- A. **Assault** means any willful attempt or threat to inflict **Bodily Injury** upon the person of another, when coupled with an apparent present ability to do so, and any intentional display of force that would give the victim reason to fear or expect immediate bodily harm.
- B. **Bodily Injury** means physical injury, sickness, disease, mental illness or emotional distress sustained by any person, including death resulting therefrom.

- C. **Business Invitee** means any natural person to whom **You** are rendering **Professional Services**, or who is accompanying a natural person to whom **You** are rendering **Professional Services**, solely in their capacity as one who is invited by the **Insured** to enter into and remain in the **Workplace** for a purpose directly connected with the rendering of **Professional Services**. A **Business Invitee** will not include any person who enters the **Workplace** without an **Insured's** knowledge or permission, or any person who is an **Insured**.
- D. **Claim(s)** means
1. a written demand for money or services, naming **You** and alleging **Damages** caused by a **Professional Incident**, but solely as respects Coverage Part A;
 2. a written demand for money or services naming **You** and alleging **Damages** for **Bodily Injury** or **Property Damage** to a **Business Invitee**, but solely as respects Coverage Part B; or
 3. a regulatory proceeding or formal investigation concerning a **Privacy Wrongful Act** arising solely out of **Your** performance of **Professional Services**, but solely as respects Coverage Part C., Subpart B.1.
 4. an administrative **proceeding or formal investigation concerning Your provision** of Professional Services commenced by a regulator, but solely as respects Coverage Part C, Subpart C.

A **Claim** will be considered first made when notice of such **Claim** is first received by any **Insured**, if it is reported to the **Company** in writing in accordance with the terms and conditions of this **Policy**.

All **Claims** arising out of the same **Professional Incident** will be considered as having been made at the time the first report of such a **Claim**, whenever made.

Claim also means a **Potential Claim** involving a **Professional Incident**, which **You** report to **Us** as soon as practicable during the **Policy Period**. The report of such a **Potential Claim** must include:

1. The date, time and place of the **Potential Claim** and the identity of any **Insured** involved;
2. A description of the **Professional Services** that **You** performed;
3. The type of **Claim** **You** anticipate; and
4. The name and address of the injured party and any witnesses.

If **You** submit written notice to **Us** containing the information listed in 1-4 above, then any **Claim** that may subsequently be made against **You** arising out of the same **Professional Incident** will be deemed, for the purposes of insurance under the **Policy**, to have been made during the **Policy Period** in effect at the time such written notice was submitted to **Us**.

- E. **Claim Expense(s)** means the reasonable and necessary fees charged by an attorney(s) or independent adjustor(s) designated by **Us** and all other fees, costs, expenses resulting from the investigation, adjustment, defense and appeal of a **Claim**, including costs taxed against an **Insured** and all interest on the entire amount of any judgment rendered against an **Insured**, if incurred by **Us**, or by **You** with **Our** prior written consent. The reasonableness of the fees paid to counsel will be determined by the rates **We** actually pay to attorneys retained by **Us** in the jurisdiction where the **Suit**, administrative proceeding or investigation is pending for similar **Claims**.

Claim Expense(s) does not include:

1. expenses of or relating to the institution or prosecution of a counterclaim or cross-claim by an **Insured**, including a counterclaim or cross-claim in a **Suit** that is covered by the **Policy**, unless the **Company** has provided prior written consent to the institution and prosecution of such counterclaim or cross-claim; or
2. salary charges or expenses of **Your** regular employees or officials.

- F. **Damages** means monetary compensatory judgments, awards, or settlements. **Damages** does not include:

1. Costs of complying with requests, demands or orders for injunctive relief;
2. Fines and penalties, including but not limited to contractual, regulatory and statutory civil or criminal fines, penalties and sanctions;
3. Exemplary, multiple or statutory damages;
4. Punitive damages;
5. Restitution, return or forgiveness of fees, expenses or costs paid to or charged by an **Insured**; disgorgement or loss of profits by an **Insured**; or other costs of doing business;
6. Consequential damages; or
7. Matters or **Damages** deemed uninsurable under the law pursuant to which this **Policy** is construed.

If a **Suit**, however, is brought against the **Insured** to which this insurance applies seeking both compensatory and punitive or exemplary damages, then **We** will afford a defense to such action, subject to all other terms and conditions of the **Policy**, without any liability for payment of such punitive or exemplary damages.

G. **Insured, You and Your** mean:

1. The **Named Insured**;
2. An employee of the **Named Insured** while acting in the scope of its employment by the **Named Insured**, but solely for its conduct in providing **Professional Services** on behalf of the **Named Insured**;
3. An officer or director of the **Named Insured** but solely for its conduct in providing **Professional Services** on behalf of the **Named Insured**.

In order to **qualify as an Insured** under this **Policy**, an individual must either:

1. hold an MSW, DSW, MA or MS degree in the field of social work from an accredited educational institution, and have earned the degree more than two (2) years before the inception date of the **Policy**;
 2. In the case of a social worker with less than two (2) years of social work services experience, an individual who graduated from college within the two (2) years prior to the inception date of the **Policy** and does not yet have its license to practice independently;
 3. Hold a BSW, BA or BS degree in social work if the individual is providing social work services within the scope allowed by state regulatory boards; or
 4. Be a social worker or psychologist who also holds a masters degree or doctorate degree in social work or psychology.
- H. **Limit of Liability** means the amounts set forth in the Declarations of this **Policy** for the applicable Coverage Part and Subpart, and as described in Section V, Limits of Liability.
- I. **Named Insured** means any organization or individual indicated in the Declarations."
- J. **Personal Injury** means injury, other than **Bodily Injury**, arising out of one or more of the following offenses:
1. False arrest, detention or imprisonment;
 2. Malicious prosecution;

3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies committed by or on behalf of its owner, landlord or lessor;
 4. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
 5. Oral or written publication of material that violates a person's right of privacy.
- K. **Policy** means this insurance contract issued by **Us** to the **Named Insured**, including the Declarations page(s) and all endorsements to it.
- L. **Policy Period** means the period from the inception date of this **Policy** set forth in the Declarations to the expiration date of this **Policy** as set forth in the Declarations or the cancellation or termination date, whichever occurs first.
- M. **Pollutants** means any solid, liquid, gaseous, biological, radiological or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, mold, silica, spores, asbestos, dust, fibers, fungi, alkalis, chemicals, nuclear materials and waste, including but not limited to medical waste and materials to be recycled, reconditions or reclaimed.
- N. **Potential Claim** means a **Professional Incident** that has not yet resulted in a **Claim** but that an **Insured** has reason to believe may give rise to a **Claim** covered by this **Policy**, or that an **Insured** should reasonably foresee might be the basis of a **Claim** covered by this **Policy**.
- O. **Privacy Wrongful Act** means an act, error or omission by the **Insured** that results in a breach or violation of the Health Insurance Portability and Accountability Act of 1996 or any regulation promulgated thereunder (collectively, "HIPAA") in connection with the collection, use or security of "protected health information" of patients or clients, as that term is defined in HIPAA. Such information must be under the **Insured's** care, custody or control and must be related to rendering of **Professional Services** to the patients or clients whose personally identifiable information and/or personal health insurance is at issue.

All such acts, errors or omissions, as referenced in this definition, that are actually or allegedly caused, committed or attempted by or claimed against one or more **Insureds** arising out of the same or relating to the same or series of related facts, circumstances, situations, transactions or events will be deemed to be the same **Privacy Wrongful Act**.

- P. **Professional Incident** means any act, error or omission in the providing of, or the failure to provide, **Professional Services** by **You**. This includes **Your** responsibility for anyone acting under **Your** direction and control. All **Related Professional Incidents** arising out of the provision of **Professional Services** to any one person will be considered one **Professional Incident**, irrespective of the number of **Claims** made or the number of **Claimants** or number of **Insureds**. The **Limit of Liability** for all **Claims** alleging **Related Professional Incidents** will be the Each Claim Limit as set forth in the Declarations, regardless of the number of **Claims**, claimants, **Suits**, **Insureds**, or Coverage Parts involved.
- Q. **Professional Services** means solely those social work services rendered to others by a social worker who qualifies as an **Insured** under this **Policy**.
- R. **Property Damage** means
1. physical injury to or destruction of tangible property including the loss of use thereof of property that is physically injured. All such loss of use will be deemed to occur at the time of the physical injury that caused it; and
 2. loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the incident that caused it.
- For the purposes of this insurance, electronic data is not tangible property.
- S. **Related Professional Incidents** means any actual or alleged separate, continuous, repeated or series of **Professional Incidents** directly arising out of or related to the same or similar service, transaction, event, representation, statement, practice, advice, decision or circumstance, or to a series of services, transactions, events, representations, statements, practices, advice, decisions or circumstances concerning the same patient or client. The determination of whether or not a **Professional Incident** constitutes a **Related Professional Incident** will not be affected by the identity or number of claimants, the identity or number of **Insureds** involved, or the existence of a separate duty or professional relationship.
- T. **Retroactive date** means the date specified in the Declarations.
- U. **Sexual Misconduct** means
1. any type of physical touching or caressing, or attempt thereof, or suggestion thereof, which could be considered sexual or erotic in nature, including consensual sexual activity or sexual activity in contravention of a professional code of ethics or conduct; or
 2. any act of sexual assault, harassment or molestation.

V. **Suit** means a civil proceeding seeking monetary damages, and includes an arbitration, mediation, or any other alternative dispute resolution procedure seeking such damages to which **You** submit with **Our** consent. **Suit** does not include an administrative hearing.

W. **Workplace** means the office where **You** provide **Your Professional Services**.

IV. LIMITS OF LIABILITY

A. Coverage Part A - Professional Liability Coverage Limits of Liability

Each Claim Limit

The **Limit of Liability** stated in the Declarations as the Each Claim Liability Limit for Coverage A is the most **We** will pay under Coverage Part A for all **Damages** and **Claim Expenses** arising out of, or in connection with, the same **Professional Incident** or **Related Professional Incidents**, regardless of the number of **Claims**, claimants, **Suits**, or **Insureds** involved.

B. Coverage Part B – Supplemental Liability for Business Invitees Limits of Liability

Each Claim Limit

The **Limit of Liability** stated in the Declarations as the Each Claim Liability Limit for Coverage B is the most **We** will pay under Coverage Part B for all **Damages** and **Claim Expenses** arising out of, or in connection with, the same incident or any related incidents, regardless of the number of **Claims**, claimants, **Suits** or **Insureds** involved, or **Business Invitees** that incur **Bodily Injury**, **Property Damage** or **Personal Injury**.

C. Coverage Part C - Additional Coverages Limits of Liability

The **Limit of Liability** stated in the Declarations for each Subpart of Coverage Part C is the most that **We** will pay under that Subpart, regardless of the number of **Professional Incidents**, **Insureds**, claimants, **Business Invitees**, **Claims**, incidents, **Privacy Wrongful Acts**, licensing investigations, proceedings, or **Assaults**.

If the Declarations identifies a “per incident” limit for a Subpart of Coverage Part C, that is the most that **We** will pay for any one incident or related incidents for which there is coverage under that Subpart of Coverage Part C of this **Policy**.

If the Declarations identifies a “per day” limit for a Subpart of Coverage Part C, that is the most that **We** will pay for any one day of expenses for which there is coverage under this **Policy**.

If the Declarations identifies a “per policy period” limit for a Subpart of Coverage Part C, that is the most that **We** will pay for all **Insureds** for any number of matters during each Policy Period for that particular Subpart.

D. Aggregate Limit of Liability

The **Limit of Liability** stated in the Declarations as the Aggregate Limit is the most **We** will pay for all **Damages** and **Claim Expenses** under Coverage Parts A and B, regardless of the number of **Claims, Professional Incidents, Insureds, Suits**, claimants, incidents or **Business Invitees** that incur **Bodily Injury, Property Damage** or **Personal Injury**.

E. Sexual Misconduct Aggregate Limit

The most **We** will pay under this **Policy** for all **Damages** for **Claims** involving **Sexual Misconduct** is \$25,000, as set forth in Section VI.J, regardless of the number of **Claims, Professional Incidents, Insureds, Suits**, claimants, or incidents.

Any **Claim Expenses** paid for a **Claim** involving **Sexual Misconduct** are in addition to this \$25,000 aggregate limit for **Damages** for **Claims** involving **Sexual Misconduct**.

This \$25,000 aggregate limit for **Damages** for a **Claim** involving **Sexual Misconduct** afforded by the **Policy** shall be part of, and not in addition to, the **Limit of Liability** shown in the Declarations as the Aggregate Limit.

We shall not be obligated to pay any **Claim Expenses** or any other amounts and will no longer have any duty to defend any **Insured** for any **Claim** involving **Sexual Misconduct** after this \$25,000 aggregate limit has been exhausted by payment or tender of **Damages** included within this aggregate limit for a **Claim** involving **Sexual Misconduct**.

F. All **Claims** arising from **Related Professional Incidents** will be treated as one **Claim**. Such **Professional Incidents** will be considered to have taken place when the earliest such **Professional Incident** commences. The applicable **Limit of Liability** will be the one from the **Policy Period** during which the first **Claim** was first made.

G. If any combination of Coverage Parts A, B and C, as shown in the Declarations applies to the same **Claim** or matter, **Our** liability is limited as follows:

1. In no event will the limits of liability of Coverage Parts A, B and C be added together, combined or stacked to determine the applicable **Limit of Liability**.
2. The total limits of liability under Coverage Parts A, B and C will not exceed the highest applicable limit of Coverage Part A, B or C, and

3. **We**, in **Our** sole discretion, will determine which Coverage Part and Subpart applies.

V. COVERAGE EXTENSIONS

A. Estates and Legal Representatives

This **Policy** will afford coverage for a **Claim** to which this **Policy** applies if made against **Your** estate, heirs or legal representatives if **You** are deceased, or against **Your** legal representatives if **You** are incompetent or bankrupt, to the extent that in the absence of such death, incompetence, or bankruptcy, such **Claim** would have been covered by this **Policy**.

B. Spousal and Domestic Partner Liability

VI. EXCLUSIONS

We will not be liable to make any payment in connection with any matter, **Claim** or **Damages** based upon, arising out of or related to any actual or alleged:

- A. Criminal, malicious, fraudulent, knowingly wrongful, or dishonest act(s) or omission(s), or willful violation(s) of any statute or regulation committed by **You** or with the knowledge, consent or approval of **You**. However, this exclusion will not apply unless there is a judgment, final ruling or admission adverse to **You** in any judicial, administrative or alternative dispute resolution proceeding establishing that such acts or omissions were malicious, fraudulent, knowingly wrongful or dishonest, or willful, or that **You** approved, consented to or had knowledge of such conduct. **We** will not be required to appeal any such adjudication, judgment or ruling. The conduct or knowledge of one **Insured** will not be imputed to another **Insured**.
- B. Criminal proceedings, regardless of the allegations made against **You**;
- C. Unjust enrichment, or obtaining any profit, remuneration or advantage to which **You** were not legally entitled. This exclusion, however, will not apply unless there is a judgment, final ruling or admission adverse to **You** in any judicial, administrative or alternative dispute resolution proceeding establishing that there was in fact unjust enrichment or obtaining of profit, remuneration or advantage to which such **Insured** was not legally entitled;
- D. Liability as an owner or proprietor of any clinic with bed and board facilities, sanitarium, nursing home or laboratory, or for any acts, errors or omissions arising out of or in the course of any trade, business, employment or profession other than as a social worker;

- E. Medical, surgical, dental, x-ray or nursing service or treatment, the furnishing of food or beverages in connection therewith or the furnishing or dispensing of any drugs or medical, dental or surgical devices, supplies or components. This exclusion does not include any services performed by **You** at the direction of a physician or the use of any biofeedback equipment that **You** use in **Your** social worker practice;
- F. **Claim, Potential Claim, Professional Incident or Damages** that reasonably should have been known or foreseen by any **Insured** prior to the inception date of this **Policy** to be likely to give rise to a **Claim** or other matter that otherwise would be covered by this **Policy**. The conduct or knowledge of one **Insured** will not be imputed to another **Insured**;
- G. **Damages** that were expected or intended, or that should have been reasonably expected or intended, from the standpoint of an **Insured**;
- H. Liability assumed by **You** under any contract or agreement, whether written or oral, except to the extent that **You** would have been legally liable in the absence of such contract or agreement. This exclusion does not apply to any liability **You** assume under a contract with a Health Maintenance Organization, Health Insurance **Company**, or any other similar organization that is attributable to **Your** alleged negligence in the performance of **Your** work as a social worker;
- I. Liability for services other than as a social worker. This exclusion includes, but is not limited to, services as a psychiatrist, physician, dentist, nurse, podiatrist, chiropractor, nurse anesthetist, nurse-midwife, midwife, perfusionist, sonographer, osteopath, or healthcare aide;
- J. **Sexual Misconduct** or molestation, except as follows, and subject to a policy maximum of \$25,000 for **Damages** for **Claims** involving **Sexual Misconduct** as set forth in Section IV.E.:
 - 1. **We will pay Claim Expenses and Damages** that **You** are legally obligated to pay, as a result of any **Claims** against **You** involving any **Sexual Misconduct** arising out of or related to **Professional Services** rendered by **You**, provided:
 - (a) the **Sexual Misconduct** has not been determined to have occurred by any trial verdict, court ruling, regulatory ruling or legal admission, whether or not it has been appealed, regardless of the legal theory or basis upon which the **Insured** is alleged to be liable;
 - (b) the alleged **Sexual Misconduct** took place on or after the **Retroactive Date** and before the end of the **Policy Period**;

- (c) the **Claim** involving **Sexual Misconduct** was first made against **You** and reported to **Us** during the **Policy Period** or any applicable Extended Reporting Period pursuant to the procedures identified in Section VIII.A; and
 - (d) the **Claim** does not allege or involve **Sexual Misconduct** by anyone other than **You**; and
- 2. This exclusion does not apply if the **Claims** against **You** are solely for actual or alleged vicarious liability by **You** for the **Sexual Misconduct** of another, or for any other actual or alleged liability of **You** for the actions of someone else, including but not limited to allegations of improper or negligent hiring, employment or supervision if they are otherwise covered under this **Policy**.
- K. Liability for employment practices, including but not limited to refusal to employ, wrongful termination or employment, coercion, demotion, evaluation, reassignment, discipline, harassment, libel, slander or other employment-related practices, policies or conduct. This exclusion applies to independent contractors as well as employees;
- L. Libel, slander, oral or written publication of defamatory or disparaging material, invasion of privacy, wrongful entry or eviction, violation of rights of occupancy, false arrest, false imprisonment, malicious prosecution, malicious use of or abuse of process, **Assault**, battery, or any resulting loss of consortium, disability, shock, humiliation, embarrassment, mental injury or anguish, emotional distress or injury to personal or business reputation or character;
- M. Liability based upon or arising out of any alleged infringement or use of any copyright, patent, trademark, trade name, trade dress, service mark or any other infringement, misappropriation of any other intellectual property right;
- N. Liability based upon or arising out of any of the following:
 - 1. false, deceptive or unfair trade practices;
 - 2. unfair competition, impairment of competition, restraint of trade or antitrust violations;
 - 3. violation of the Sherman Anti-Trust Act, the Clayton Act, the Robinson-Patman Act, including as may be amended, and any similar federal, state or local statutes or regulations in the U.S. or outside the U.S.;
 - 4. violation of consumer protection laws; or
 - 5. deceptive or misleading advertising.

- O. Liability for any **Claim** by an **Insured** against any other **Insured**
- P. Liability for any **Claim** by any entity:
 - 1. That is operated, managed or controlled by **You** or that **You** have an ownership interest in;
 - 2. in which **You** are an officer or director; or
 - 3. that wholly or partly owns, operates or manages **You**;
- Q. Express warranties and guarantees. This exclusion, however, does not apply to **Your** warranty or guarantee that **Your Professional Services** are in conformity with the standard of care applicable to **Your Professional Services**;
- R. **Professional Services** or other services provided while **Your** license or certification to perform **Your** social worker duties is suspended or revoked;
- S. Duties that **You** owe as a proprietor, owner, partner, manager, superintendent, director or officer or of any entity not specified as an **Insured** in this **Policy**;
- T. Failure or infection of any computer, server, operating system, network, hardware, software, or any loss of or damage to, or loss of use of any electronic data or any work product due to the failure or infection of any such computer, computer, server, operating system, network, hardware, or software;
- U. Failure to protect, unauthorized disclosure or use of, or improper collection of, any personally identifiable information or confidential corporate information that is in **Your** care, custody or control.
- V. Design, manufacture, sale, supply, or distribution of any goods or products, including but not limited to products or goods designed or manufactured by **You** or by others under license or trade name from **You**.
- W. War or any act of war, invasion, act of foreign enemy, hostilities (whether or not a war is declared), strike, riot or civil commotion, civil war, rebellion, revolution, insurrection, military or usurped power or terrorism;
- X. Discrimination, including but not limited to the violation of any law, whether statutory or common law, including but not limited to, race, color, religion, national origin, age, sex, marital status, sexual orientation, harassment, handicap, or pregnancy;
- Y. Inability or failure of **You** or others to collect or pay money, or any issues involving reimbursement requests, overbilling and other fee-related matters;

- Z. Threatened or actual discharge, dispersal, release or escape of **Pollutants**; or direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**;
- AA. **Bodily injury or property damage** arising out of the ownership, maintenance, use, operation, loading or unloading of any motor vehicle , aircraft or watercraft;
- BB. **Property damage** to:
 - 1. Property used by **You** or in **Your** care, custody or control;
 - 2. Property owned or occupied by or rented/leased to **You**; or
 - 3. Premises sold, given away or abandoned by **You**, if the **Property Damage** arises out of any part of those premises;
- CC. Any business relationship or venture with any prior or current client or patient; or
- DD. **Professional Incident** while **You** were under the influence of an illegal drug or substance or while **You** were intoxicated.
- EE. Violation of
 - 1. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
 - 2. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
 - 3. The Fair and Accurate Credit Transaction Act of 2003 (FACTA), part of The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681 et. seq., including any amendment of or addition to such law; or
 - 4. Any statute, ordinance or regulation other than the TCPA, FACTA, FCRA or CAN-SPAM Act of 2003 that prohibits or limits the recording, sending, transmitting, communicating, or distribution of material or information, or the inclusion of full credit card numbers or credit card expiration dates on any receipts provided to customers at the time of a credit card transaction or handling of or dissemination of personal financial or other information.
- FF. Violation of the Employee Retirement Income Security Act of 1974, (ERISA) including any amendments or additions to such law, and any rules or regulations promulgated pursuant to such law.
- GG. Liability for therapies or activities that involve equine therapy or canine therapy.

- HH. Except to the extent provided under Coverage Part C, Subpart B for **Privacy Wrongful Acts**, any liability or expenses arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information. This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by **You** or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

VII. CONDITIONS

- A. Duties in the Event of a **Claim** or **Potential Claim** Under Coverage Parts A, B, or C, or Receipt of a Matter under Coverage Part C

It is a condition precedent to **Our** obligations and **Your** rights under the **Policy** that **You** give to **Us** written notice during the **Policy Period** or any applicable Extended Reporting Period of the following, as soon as practicable and without delay:

1. If, during the **Policy Period** or any applicable Extended Reporting Period, a **Suit** is brought or other **Claim** made against **You**, **You** must notify **Us** of such **Suit** or other **Claim** and such notice must contain:
 - (a) All written notice and communications related to the matter received by the **Insured(s)**, including but not limited to any demands, notices, and summonses;
 - (b) The identity of the **Insured(s)** involved and the identity of the claimant; and
 - (c) The date of and location where the alleged incident took place;
2. If, during the **Policy Period** or any applicable Extended Reporting Period, **You** first receive notice of a matter that is covered under Coverage Part C, **You** must notify **Us** in writing of that matter and such notice must contain:
 - (a) All written notice and communications related to the matter received by the **Insured(s)**, including but not limited to any demands, notices, and summonses;
 - (b) The identity of the **Insured(s)** involved and the identify of any individual(s) or entity(ies) to whom the **Insured** could be obligated to make any

payment for which the **Insured** would seek coverage under Coverage Part C; and

- (c) The date, location, circumstances and any other information regarding where the alleged incident at issue took place;

- 3. All notices under this section must be in writing and sent to the attention of the plan administrator on behalf of the NASW Risk Retention Group, Inc.

B. Cooperation of the Insured

- 1. It is a condition precedent to **Our** obligations and **Your** rights under the **Policy** that all **Insureds** will cooperate with the **Company**, including, but not limited to, the following:

- (a) Immediately send **Us** copies of any demands, notices, summonses, legal papers received in connection with the **Claim** or **Suit**;
- (b) Authorize **Us** to obtain records and other information;
- (c) Cooperate with **Us** in the investigation, settlement or defense of any **Claim** or **Suit**;
- (d) Assist **Us**, upon **Our** request, in the enforcement of any right against any person or organization that may be liable to **You** because of injury or damage to which this insurance may also apply; and
- (e) Attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

- 2. No **Insured** will:

- (a) Prejudice **Our** position, potential or actual right of recovery, legal obligations or rights;
- (b) Settle any **Claim**, incur any **Claim Expenses**, or otherwise assume any contractual obligation or admit any liability with respect to any **Claim** without **Our** written consent; or
- (c) Voluntarily make any payments, assume any obligation or incur any expense, except those done at **Your** own cost.

C. Other Insurance

Any payment due under this **Policy** is specifically excess of and will not contribute with any other valid and collectible insurance, unless such other insurance is written only as specific excess insurance over the **Limits of Liability** of this **Policy**.

D. Bankruptcy

Bankruptcy or insolvency of the **Named Insured** will not relieve **Us** of **Our** obligations under the **Policy**, subject to the right of termination of the **Policy** for material change in condition or control of the **Named Insured**.

E. Sole Agent

The **Named Insured** will act on behalf of all **Insureds** for all purposes, including but not limited to the payment or return of premium, the receipt and acceptance of any endorsements issued to form a party of the **Policy**, giving and receiving notice of cancellation and non-renewal, and providing any consent to settlement that may be required or requested.

F. Changes

Notice to any agent or broker or knowledge possessed by any agent or broker or by any other person will not effect a waiver or change in any part of this **Policy** or estop **Us** from asserting any right under the terms of this **Policy**, nor will the terms of this **Policy** be waived or changed, except by endorsement issued to form a part of this **Policy**.

G. Cancellation and Nonrenewal

1. Cancellation

(a) **You** may cancel this **Policy** within sixty (60) days of the effective date of the **Policy** by mailing or delivering to **Us** advance written notice of cancellation, as long as evidence of the cancellation is received by **Us** within the first sixty (60) days after the **Policy's** effective date.

(b) **We** may cancel this **Policy** by mailing by first-class mail or delivering to **You** written notice of cancellation stating the reason for cancellation, to the last address known to **Us**, at least:

(a) Ten (10) days before the effective date of the cancellation if **We** cancel for nonpayment of premium; or

(b) Thirty (30) days before the effective date of cancellation if **We** cancel for any other reason.

- (c) Notice of cancellation will state the effective date of the cancellation. The **Policy Period** will end on the date of cancellation.
- (d) If this **Policy** is cancelled, **We** will send the first **Named Insured** any premium refund due. If **We** cancel, the refund will be the pro rata unearned premium. If the first **Named Insured** cancels, the refund may be less than pro rata. The cancellation will be effective even if **We** have not made or offered a refund.
- (e) A certificate of mailing from the U.S. postal service or certified mail receipt will be sufficient proof of notice.

2. Nonrenewal

We may decide not to renew this **Policy** for any legally permissible reason. If **We** decide not to renew this **Policy**, **We** will mail, through first-class mail to **You**, written notice of the nonrenewal at least thirty (30) days before the expiration date.

H. Legal Action Against Us

No person or organization has a right under this **Policy**:

- 1. To join **Us** as a party or otherwise bring **Us** into a **Suit** asking for **Damages** or other damages from an **Insured**; or
- 2. To sue **Us** on this **Policy** unless all the terms and conditions have been fully complied with.

A person or organization may sue **Us** to recover on an agreed settlement or on a final judgment against an **Insured** obtained after an actual trial; but **We** will not be liable for any damages that are not payable under the terms of this **Policy** or that are in excess of the applicable **Limit of Liability**. An agreed settlement means a settlement and release of liability signed by **Us**, **You**, and the claimant or the claimant's legal representative.

I. Conformance with Statutes and Laws

Any terms of this **Policy** which are in conflict with the statutes or laws of the state or province wherein this **Policy** is issued are hereby amended to conform to such statutes and laws.

J. Representations

By accepting this **Policy**, **You** agree that:

1. The statements in the Application and Declarations are true, accurate and complete;
2. Those statements are based upon representations **You** made to **Us**;
3. That the representations made are deemed to be material, and that **We** have issued this **Policy** in reliance upon the truth, accuracy and completeness of such statements.
4. Any and all relevant provisions may be voided by **Us** in any case of fraud, intentional concealment, or misrepresentation of material fact by **You**.

K. Arbitration

Any dispute arising out of, under or relating to this **Policy**, including but not limited to a dispute as to the meaning, interpretation, application or validity of any term, condition, definition, exclusion or any other provision of this **Policy**, will be resolved only by binding arbitration, such arbitration to be held in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) in effect at the time of the demand for arbitration, except as amended here. Such arbitration proceedings are to be held in either the District of Columbia or Chicago, Illinois, at the election of the **Company**.

No award of punitive damages will be made in any such arbitration. Each party will bear its own fees and costs in connection with any such arbitration, but the costs and fees incurred through the AAA will be shared equally by **Us** and **You** unless the arbitration award provides otherwise. The arbitration award is final and binding. Any award may be confirmed and enforced in a federal court of competent jurisdiction within the District of Columbia or in Chicago, Illinois.

L. Choice of Law

In the event that the **Company** and an **Insured** dispute the meaning, interpretation or application of any term, condition, definition, exclusion or any other provision of this **Policy**, the **Insured** and the **Company** agree that the law of the District of Columbia will apply, without regard to any conflicts or choice of law rules or principles.

M. Interpretation

This **Policy** is to be interpreted and construed in an even-handed manner as between the parties. If the language of this **Policy** is deemed ambiguous or otherwise unclear, the issue will be resolved in the manner most consistent with the relevant provisions of the **Policy** without regard to authorship of the provisions and without any

presumption or arbitrary interpretation or construction in favor of either any **Insured** or the **Company**.

N. Subrogation and Assignment

1. If the **Insured** has rights to recover all or part of any payment that the **Company** has made under this **Policy**, those rights are transferred to **Us**. All **Insureds** will fully cooperate with the **Company** in its pursuit of recovery rights in its or the **Insured(s)** name, including but not limited to the execution of such documents necessary to enable the **Company** to effectively bring suit, prosecute claims or otherwise obtain recovery. No **Insured** will prejudice **Our** subrogation rights.
2. No **Insured** may assign any interest in this **Policy** unless **We** give **Our** prior written consent and an endorsement is attached to the **Policy** effecting assignment.

O. Extended Reporting Periods

1. If this **Policy** is canceled or not renewed for any reason other than non-payment of premium, fraud or material misrepresentation, **We** will provide the **Insured** with an Automatic Extended Reporting Period of 60 days and, at **Our** discretion, may provide the **Insured** with a Supplemental Extended Reporting Period of a longer duration, as described below. To be eligible for a Supplemental Extended Reporting Period, the **Insured** must give **Us** a written request within 60 days after the end of the **Policy Period**. Each **Insured** must apply separately for a Supplemental Extended Reporting Period.
2. The Automatic Extended Reporting Period does not extend the **Policy Period** or reinstate or increase the **Limits of Liability**. The **Limits of Liability** applicable to any **Claim** or matter reported to **Us** during the Automatic Extended Reporting Period shall be part of, and not in addition to, the applicable **Limits of Liability** for such **Claim** or matter, including the Aggregate Limit, stated in the Declarations for this **Policy**.
3. The Automatic Extended Reporting Period is provided automatically without additional charge. The Automatic Extended Reporting Period starts with the end of the **Policy Period** and lasts for 60 days. The Automatic Extended Reporting Period does not apply to **Claims, Claim Expenses, Privacy Wrongful Acts, Assaults**, or any other matters that are covered under any other insurance, or that would be covered but for exhaustion of the amount of insurance applicable to such matters.
4. At **Our** discretion, we may provide the **Insured** with a Supplemental Extended Reporting Period of a greater duration, but only by an endorsement and for an

extra charge. Each **Insured** must apply separately for a Supplemental Extended Reporting Period. **We** reserve the right to deny a Supplemental Extended Reporting Period for any **Insured** based on our underwriting rules. To be eligible for a Supplemental Extended Reporting Period, the **Insured** must give **Us** a written request within 60 days after the end of the **Policy Period**.

5. A Supplemental Extended Reporting Period does not extend the **Policy Period**. However, it will reinstate the **Limits of Liability** for the **Insureds** for whom a Supplemental Extended Reporting Period is provided. If more than one **Insured** is named on an endorsement granting a Supplemental Extended Reporting Period, the reinstated **Limits of Liability** will be shared by all such **Insureds**. We reserve the right to require **Insureds** to purchase separate Supplemental Extended Reporting Periods.
6. If a Supplemental Extended Reporting Period is provided, it will start when the Automatic Extended Reporting Period ends. The Supplemental Extended Reporting Period will not go into effect unless the **Insured** pays the additional premium promptly when due. Once that premium is paid, **We** will consider it to be fully earned, and the Supplemental Extended Reporting Period may not be canceled. **We** will determine the additional premium in accordance with **Our** rules and rates.
7. If a Supplemental Extended Reporting Period is in effect, insurance provided by this **Policy** will be excess insurance over any part of any other insurance whose policy period begins or continues after the start of the Supplemental Extended Reporting Period. It will do so whether the other insurance applies on a primary, excess, contingent or any other basis.

P. Titles of Paragraphs

Titles of paragraphs are inserted solely for the convenience of reference and are not be deemed to limit, expand or otherwise affect the provisions to which they relate.

END

Subpoena Notification

Email the completed form to: customerservice@naswinsure.com OR
Overnight mail to: NASW RRG Plan Administrator, 1200 E. Glen Ave., Peoria IL 61616

FORM INSTRUCTIONS: All must be answered. If a question does not apply, enter N/A. To attach additional information, please attach to this form.

Name:

Expiration date of Current Policy:

Policy Number(s):

Retroactive Date of Current Policy:

Phone:

Email Address:

1.) Prior Carriers and effective dates of coverage with each:

2.) Date Subpoena was received:

3.) Location of Subpoena (State):

4.) Dates of Treatment/Evaluation of Involved Client(s)*:

**Be as accurate as possible with dates of treatment.*

✓ *Please be advised that in order for coverage to apply, report or discovery of the subpoena must occur during the policy period; AND dates of treatment or incident resulting in any claim must have occurred subsequently to any retroactive date on your policy (if applicable).*

✓ *If you were not insured with NASW RRG at the time the claim was made against you or discovered, please contact the insurance carrier with whom you were insured at that time.*

*****Please forward a copy of the subpoena received along with this report. Treatment notes and records and other patient Private Health Information are not necessary at this time.*****

PLEASE READ AGREEMENT AND CHECK ONE ANSWER:

The insured declares the information contained in the incident report is true and that no material facts have been suppressed or misstated.

☐ I Agree

☐ I Do Not Agree

Signature: _____

Today's Date: _____

Professional Liability Initial Incident Report

Email the completed form to: customerservice@naswinsure.com OR
Overnight mail to: NASW RRG Plan Administrator, 1200 E. Glen Ave., Peoria, IL 61616

FORM INSTRUCTIONS: All questions must be answered. If a question does not apply, enter N/A. To submit additional information, please attach to this form.

1) Policy Number (please submit all active policy numbers) or Policy ID:

2) Name of Insured (as it appears on the declaration page):

3) DBA ("Doing Business As" – other name used):

4) Contact Name:

5) Home Phone:

6) Work/Business Phone:

Other Phone Number:

7) Email Address:

8) Current Policy Effective Date:

9) Current Policy Expiration Date:

10) Retroactive Date of Coverage:

11) State in which Incident occurred:

12) Prior Carrier(s) Information: Please identify prior Professional Liability Carriers:

13) Have any specific procedures or elements of practice been excluded from coverage under any of your prior carriers?

☐ Yes[†] ☐ No

[†]If yes, include the name of the carrier and the specific procedure or element of practice excluded.

14) Have any of your prior carriers defended any claims or paid any settlements or judgments on your behalf?

☐ Yes[†] ☐ No

[†]If yes, include the name of the carrier and amounts paid, and provide details of the particular claim, suit, or complaint.

15) Do you currently have any other pending professional liability claims, suits, or board investigations other than the information being reported on this Initial Incident Report?

☐ Yes^{††} ☐ No

^{††}If yes, please provide a full explanation of the matter including the name of the court or board with which the suit or complaint was filed, the caption and docket number of the case (if any), the outcome or current status of the case, and any other relevant details.

16) Date of Incident in Question*:

17) Dates of Treatment/Evaluation of Involved Client(s)*:

* Please be as accurate as possible with dates of incident/treatment.

- Please be advised that in order for coverage to apply, report or discovery of the claim must occur during the policy period; AND dates of treatment or incident resulting in any claim must have occurred subsequently to any retroactive date on your policy (if applicable).
- If you were not insured with NASW RRG at the time the claim was made against you or discovered, please contact the insurance carrier with whom you were insured at that time.

18) Type of Claim (check all that apply):

- | | |
|---|--|
| <input type="checkbox"/> Professional Liability | <input type="checkbox"/> GL – Bodily Injury, Property Damage, Personal Injury, Advertising Injury, or host Liquor Liability. **If you check this box, you must complete page 3 of this form** |
| <input type="checkbox"/> Deposition Expense | <input type="checkbox"/> State Licensing Board Investigation Expense |
| <input type="checkbox"/> Medical Expense | <input type="checkbox"/> First Aid Coverage |
| <input type="checkbox"/> Assault Coverage | |

19) Have you received any of the following written documentation?* (check all that apply):**

- | | |
|---|--|
| <input type="checkbox"/> Summons / Letter of intent | <input type="checkbox"/> Subpoena for deposition |
| <input type="checkbox"/> Notice of complaint | <input type="checkbox"/> Other (describe): _____ |

If so, what date was it delivered? ____ / ____ / ____
mm / dd / yyyy

***Please include with this form documentation received directly from a court, attorney, complainant, and/or regulatory agency. **NOTICE:** Treatment notes and records and other patient Private Health Information are not necessary at this time.

20) Do you suspect that a claim or suit may arise out of the incident or treatment in question? ☐ Yes ☐ No

21) Please print/type here a brief description of Incident or Claim, and reasons why you suspect a claim or suit may arise:
(Please attach additional sheets as needed.)

PLEASE READ AGREEMENT AND CHECK ONE ANSWER:

The insured declares the information contained in the incident report is true and that no material facts have been suppressed or misstated.

☐

I Agree

☐

I Do Not Agree

Signature: _____

Today's Date: _____

PLEASE SUBMIT ALL SUPPORTING DOCUMENTATION, SUCH AS COURT DOCUMENTS AND RELATED CORRESPONDENCE (FROM A LICENSING BOARD AND ITS AGENTS OR INVESTIGATORS, THE COMPLAINANT'S ATTORNEY, OR OTHER RELEVANT PARTIES).

PAGE 3: SUPPLEMENTAL FORM FOR BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY, ADVERTISING INJURY,
PERSONAL LIABILITY, OR HOST LIQUOR LIABILITY INCIDENTS.

22) Location (street, suite #, city, state, zip code): _____

23) Do you rent or own this location? ☐ Rent ☐ Own

24) If you own this location, what percentage of the building is owned by you? ☐ 100% ☐ Other: _____

List names of all co-owners: _____

25) If the incident type is bodily injury or property damage, did the incident occur?:

☐ On Premises? Where did the injury take place? _____

☐ Off Premises? Where did the injury take place? _____

Did this injury involve a vehicle? ☐ YES ☐ NO

Who witnessed the incident? _____

27) List all services which are provided at this location: _____

28) Name of therapist(s) involved in incident: _____

29) Name of therapist(s) involved in treatment of injured client: _____

30) Describe your relationship to the injured party: _____

32) Prior Commercial General Liability Carrier(s) Information: _____

PLEASE READ AGREEMENT AND CHECK ONE ANSWER:

The insured declares the information contained in the incident report is true, and no material facts have been suppressed or misstated.

☐

I Agree

☐

I Do Not Agree

Signature: _____

Today's Date: _____

Important: NASW Risk Retention Group, Inc. Membership Confirmation Notice

NASW Risk Retention Group, Inc. (the “Company”) is a mutual captive insurer and risk retention group organized under District of Columbia law. As a policyholder, you are a member of the Company for so long as your policy remains in force.

As a member, you are entitled to vote in person or by proxy on all matters, including the election of directors, brought before the membership for a vote at any meeting of the members. An Annual Meeting of the members is held every September. You will receive notice of the Annual Meeting at your address on record with the Company. Members of the Company also are entitled to participate in any dividend declared by the Company’s Board of Directors, subject to any conditions established by the Board of Directors and the approval of the Company’s District of Columbia regulator.

If the policyholder is an entity, an officer or other authorized representative of the entity may exercise the entity’s membership rights on its behalf.

You can find the corporate Governance Standards and a Code of Business Conduct and Ethics adopted by the Company’s Board of Directors [below](#).

Governance Standards

Introduction

The Board of Directors of NASW Risk Retention Group, Inc. (“the Corporation”) has adopted these Governance Standards to promote effective governance of the Corporation. The Board of Directors will review these Governance Standards periodically and may amend them as it deems necessary or appropriate to ensure proper governance of the Corporation or compliance with District of Columbia law.

Process for Electing Directors

As provided by the Corporation’s Bylaws, the Corporation is managed and directed by a Board of Directors consisting of up to nine voting Directors and two ex officio non-voting Directors. The two non-voting Directors are the Chief Executive Officer of the National Association of Social Workers (NASW) and the Chief Executive Officer of NASW Assurance Services, Inc. (ASI). ASI is a wholly-owned subsidiary of NASW and the lender of the Corporation’s initial capital, in the form of surplus notes. The exact number of voting Directors is determined from time to time by the Board of Directors. ASI has the right to nominate up to one-third of the voting Directors for election to the Board. The rest of the voting Directors are nominated by the Board of Directors. All voting Directors, including those nominated by ASI, are elected by the Members at the Annual Meeting of the Membership. When the surplus notes made to the Corporation by ASI are repaid in full, ASI’s right to nominate Directors will expire.

Director Qualifications

The following qualifications are required to serve as a Director:

- Honesty and integrity
- Relevant education, training, experience, and credentials
- Relevant business competency
- Sound business judgment

The Board as a whole should possess the following core competencies, to the fullest extent practicable:

- Industry knowledge
- accounting and finance
- business judgment
- management/administration
- regulatory compliance
- risk management
- leadership/vision

The Board of Directors shall have a majority of independent Directors. Whether a Director is independent shall be determined by the Board of Directors annually in accordance with standards established by District of Columbia law. The Board of Directors shall maintain a record of its determinations and shall report its determinations to the District of Columbia Department of Insurance, Securities and Banking promptly upon request.

Director Duties and Responsibilities

Directors have a fiduciary obligation to the Corporation to act with diligence, loyalty and care when carrying out their responsibilities. The Board of Directors shall oversee and direct the operations of the Corporation. Their activities in this regard will include the following:

- Strategic planning
- Establishing financial and operational objectives
- Providing direction to management to achieve the Corporation's objectives
- Developing corporate policies
- Overseeing the annual audit and external auditors
- Evaluating performance and financial results
- Monitoring compliance with the Corporation's Articles of Incorporation, Bylaws and Governance Standards
- Monitoring compliance with all laws applicable to the operation of the Corporation

Access to Management and Independent Advisors

Directors shall have direct access to the Corporation's management, independent auditor and advisors. The Board of Directors may retain independent advisors as it reasonably deems necessary and appropriate to meet its obligations to the Corporation.

Director Compensation

Directors will receive no compensation other than reimbursement for reasonable travel and other expenses incurred to attend Board of Directors and Committee meetings or otherwise incurred to fulfill their duties as Directors.

Director Orientation and Continuing Education

New Directors will receive appropriate orientation materials, including the Corporation's Plan of Operation, financial statements, Bylaws, Governance Standards and Code of Business Conduct and Ethics. Upon request, new Directors may participate in an orientation program with incumbent Directors and senior management to discuss topics such as operations, compliance practices, financial operations and organizational structure. Directors shall from time to time attend insurance industry conferences, webinars or seminars to further their knowledge and understanding of the Corporation's industry and shall stay informed about legislative, regulatory and other developments related to risk retention groups and the professional and general liability insurance industries.

Policies and Procedures for Management Succession

The Board of Directors will work with senior management as appropriate to develop succession plans for the Corporation's senior officers. The process shall include the designation of appropriate officers or a Committee of the Board of Directors to identify and interview individuals qualified to succeed senior managers and the presentation of recommendations for succession to the Board of Directors.

Annual Performance Evaluation of the Board of Directors

The Board of Directors will work with senior management to develop forms and procedures for the Board of Directors to conduct self-evaluations of its effectiveness in carrying out its responsibilities. Self-evaluations shall be conducted and reviewed on an annual basis.

Service Provider Contracts

The term of any material service provider contract with the Corporation shall not exceed five (5) years. Any such contract, or its renewal, shall require the approval of the majority of the Corporation's independent Directors. For purposes of this section, the term "material service provider contract" has the same meaning as stated in 26-A DCMR § 3775.99. The Board of Directors shall have the right to terminate any service provider, audit or actuarial contract at any time for cause after providing notice as defined in the contract.

Disclosure of Governance Standards

The Corporation will post these Governance Standards on its website or make them available to the Corporation's Members by other electronic means and shall provide them to Members upon request.

Relationship of Governance Standards to Bylaws

If there is any conflict between these Governance Standards and the Bylaws of the Corporation, the Bylaws shall govern. ***Adopted by the Board of Directors: April 6, 2018.***

Code of Business Conduct and Ethics

All directors, officers, and employees of NASW Risk Retention Group, Inc. (the “Company”) shall:

- Adhere to honest and ethical conduct, including the ethical handling of actual or apparent conflicts of interest between personal and professional relationships;
- Exercise full, fair, accurate, timely and understandable disclosure in the periodic reports required to be filed with the Department of Insurance, Securities, and Banking of the District of Columbia (“DISB”);
- Comply with all applicable District laws, regulations and orders of the DISB;
- Protect and properly use the assets of the Company;
- Report any violations of this Code of Business Conduct and Ethics promptly.

No director, officer or employee, or member of his or her family, shall accept, except on behalf of the Company, any money or valuable thing because of any purchase, sale, investment or loan made by or for the Company, nor shall any such person have any pecuniary interest in any such purchase, sale, investment or loan.

No director, officer or employee, or member of his or her family, shall obtain any loan from the Company; nor shall any of them, without the consent of the Board of Directors, hold or acquire a financial interest in any enterprise which is in competition with the Company, or which to the knowledge of the business has any business relationship with the Company as a vendor or supplier, or which to the knowledge of the individual has any outstanding loan from the Company or is negotiating such loan.

Directors, officers and employees, and members of their families, should avoid receiving gifts, gratuities, favors or services of any kind from any person, firm or corporation doing business or seeking to do business with the Company under circumstances in which it might be inferred that the purpose of the donor was to influence the individual in the performance of his or her duties. Directors, officers, and employees, and their family members must disclose any gift, including entertainment, from a vendor or outside source which is more than a nominal value. For purposes of this policy, “nominal value” means any gift which exceeds \$500 in value.

No director, officer or employee shall divulge to others confidential Company information, or use such information for personal profit.

No director, officer or employee shall have any position with any other business enterprise, the existence of which would conflict or might reasonably be supposed to conflict with the individual’s performance of Company duties or responsibilities, without full and complete disclosure thereof to the Board of Directors.

Whenever an individual becomes aware of a conflict of interest in his or her personal situation or has any doubt as to any activity, interest, or relationship which could be construed as a

conflict of interest, such individual shall promptly report the facts to the President of the Company.