



Trust Risk Management Services, Inc. (TRMS)

1791 Paysphere Circle, Chicago, IL 60674

Phone (877) 637-9700

FAX (877) 251-5111

June 19, 2018

Dr. Lakeasha Garner  
223 Bedford Avenue  
#1009  
Brooklyn, NY 11211

RE: Your Trust Sponsored Professional Liability Insurance Policy # 68G28431880

Dear Dr. Lakeasha Garner

Thank you for your continued participation in the Trust Sponsored Professional Liability Program.

**Enclosed is your Trust Sponsored Professional Liability Insurance Renewal.** In an effort to conserve resources and "go green" with your renewal, we have not included a copy of your insurance policy form as part of this renewal packet. The insurance policy form was provided to you previously, and the enclosed endorsements included in this renewal packet will reflect changes to your coverage, if any. If you would like a copy of the policy form, you are able to request it by accessing your account at the Online Service Center at [www.trustinsurance.com](http://www.trustinsurance.com) or by contacting our Customer Service Center. We urge you to read this renewal packet and notify us if you believe any changes are necessary.

**At the first notice of claim, lawsuit or incident, please contact our Customer Service Center immediately at 1.877.637.9700.** We will assist you in providing the necessary information to get your claims process started. Our claims staff is dedicated to listening, understanding, and taking action to route your claim to the appropriate experts working on your behalf.

If you have not already done so, **be sure to access your Online Service Center** account at [www.trustinsurance.com](http://www.trustinsurance.com). Your account is available 24 hours a day, 7 days a week, with anytime access to your professional liability insurance form. You can request additional Memorandums of Insurance, view all of your account transactions, submit requests for changes, update your personal information and (if eligible) **renew your policy**. For your convenience we have provided your user name at the bottom of this letter. If you wish to change your customer information, simply log into the Online Service Center and click on Customer Service.

Should you have any questions regarding this correspondence, or for additional information regarding further membership benefits and other membership insurance options, please be sure to contact us at 1.877.637.9700. Our professional staff is available to assist you Monday-Friday 8:30am-6:00pm (est) or visit our website at [www.trustinsurance.com](http://www.trustinsurance.com). You may also email us your questions at [info@trustrms.com](mailto:info@trustrms.com).

Sincerely,

Jana N. Martin, Ph.D., President  
Trust Risk Management Services, Inc.

Licensed Producer - Heath Benas, CA #0D95636, FL #E013597. Principal Place of Business - Maryland. Insurance provided by ACE American Insurance Company, Philadelphia, PA and its U.S.-based Chubb underwriting company affiliates. Program Administered by Trust Risk Management Services, Inc.

**OSC User Name: lsullivan1**





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Dr. Lakeasha Garner  
223 Bedford Avenue  
#1009  
Brooklyn, NY 11211

## Installment Billing Schedule

Statement Date: June 19, 2018

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TRUST Sponsored Professional Liability Insurance Program

Insured: Lakeasha Garner

Policy Number: 68G28431880

Underwritten by: ACE American Insurance Company

Coverage Type: Psychologist's Professional Liability

Effective Date: 06/27/2018 to 06/27/2019

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### Listed below are the premium due dates per your installment schedule

- You are enrolled in the auto debit program to allow payment of your policy premium by installment.
  - Your credit/debit card will be charged/debited on the payment date listed below.
  - Please ensure that we have a current credit/debit card on file to prevent any unnecessary delays in payment and thereby prevent gaps in coverage.
  - Should payment (including installment fees where applicable) not be received by the **payment date**, you will receive a notice of cancellation for non-payment of premium.
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	Payment Due Date	Installment Amount
Installment 2	08/18/2018	\$332.50
Installment 3	11/17/2018	\$332.50
Installment 4	02/15/2019	\$332.50

~ Thank You ~





**Policyholder Notice  
Commercial Lines Deregulation  
New York**

**NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.**

**CLASS CODE: 2-14171**





**Psychologists' Professional Liability  
Occurrence Insurance  
Policy Declarations**

**ACE American Insurance  
Company**

PRODUCER NUMBER	273865
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DATE OF ISSUE	June 19, 2018
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**PSYCHOLOGISTS' PROFESSIONAL LIABILITY  
OCCURRENCE INSURANCE POLICY**

THIS POLICY/CERTIFICATE IS ISSUED IN ASSOCIATION WITH THE PSYCHOLOGISTS PURCHASING  
GROUP ASSOCIATION

Item	POLICY/CERTIFICATE NUMBER: <b>68G28431880</b>		
1.	<b>Named Insured:</b>  <b>Address:</b>  <b>City, State &amp; Zip Code:</b>	<b>Dr. Lakeasha Garner</b>  223 Bedford Avenue #1009  Brooklyn, NY 11211	
2.	<b>Policy Period:</b> From: 06/27/2018 To: 06/27/2019 12:01 A.M. local time at the address shown in Item 1.		
3.	<b>COVERAGE</b>	<b>LIMITS OF LIABILITY</b>	<b>PREMIUM</b>
	Professional Liability <b>Wrongful Employment Practices</b>	\$1,000,000 Each Incident  \$3,000,000 Aggregate \$5,000 Aggregate	\$1,312.00
		<b>REIMBURSEMENTS</b>	
	Licensing Board Defense	\$5,000 per Proceeding	
	Other Governmental Regulatory Body Defense	\$5,000 per Proceeding	
	Deposition Expense	\$5,000 per <b>Insured</b>	
	Premises Medical Payment	\$2,500 per Person	
	<b>Assault and/or Battery</b>	\$75,000 Aggregate	
	Loss of Earnings	\$1,000 Aggregate	
		\$500 per Day, per <b>Insured</b>	
		\$15,000 Aggregate Per <b>Incident</b>	
	Surcharge(s)		
	Total Premium		\$1,312.00
4.	This policy is made and accepted subject to the printed conditions in this policy together with the provisions, stipulations and agreements contained in the following form(s) or endorsement(s). ALL-23445b (07-13), PF15214a, PF24792a, CC-1K11i (02/18), PF15224a, PF15235a, PF28030, PF26807a, PF17914 (02/05),		
5.	<b>Notice of claim should be sent to:</b> <b>Trust Risk Management Services, Inc.</b> 111 Rockville Pike Ste 700 Rockville MD 20850	<b>All other correspondence should be sent to:</b> <b>Trust Risk Management Services, Inc.</b> 1791 Paysphere Circle Chicago, IL 60674	
6.	REPRESENTATIVE:	Agent or broker:	<b>Trust Risk Management Services, Inc.</b>
		Office address:	1791 Paysphere Circle
		City, State, Zip	Chicago, IL 60674
		Website:	www.trustinsurance.com
		Phone:	<b>1.877.637.9700</b>





<b>NOTICE: PLEASE REVIEW THE POLICY CAREFULLY. THIS POLICY IS INCOMPLETE WITHOUT THE DECLARATIONS ATTACHED.</b>
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The **Company** agrees with the **Named Insured**, in consideration of the payment of the premium, and in reliance upon the statements in the **Application** and subject to the Declarations, the Limit of Liability, Exclusions, Conditions and other terms of the policy, as follows:

#### I. INSURING AGREEMENT

The **Company** will pay on behalf of the **Insured** all sums that the **Insured** shall become legally obligated to pay as **Damages** for **Claims** against the **Insured** for an **Incident** that occurs during the **Policy Period**.

#### II. DEFENSE AND SETTLEMENT

The **Company** shall have the right and duty to defend any **Claim** against the **Insured** seeking **Damages** for an **Incident**, even if any of the allegations of the **Claim** are groundless, false or fraudulent. The **Company** shall not be obligated to pay any **Damages** or **Claims Expenses** or continue to defend any **Claim** after the applicable limit of the **Company's** liability has been exhausted by payment of **Damages** (see Section VIII. Conditions, Q. Transfer of Duties When the Limit of Liability Has Been Exhausted).

The **Company**, at its option, shall select and assign defense counsel; however, an **Insured** may engage additional counsel, solely at the **Insured's** expense, to associate in the defense of any **Claim** covered hereunder. **Claims Expenses** incurred by the **Company** shall be paid in addition to the applicable Limit of Liability.

The **Company** shall also have the right to investigate any **Claim** and/or negotiate the settlement thereof, as it deems expedient, but the **Company** shall not commit an **Insured** to any settlement without the **Named Insured's** written consent. If the **Named Insured** refuses to consent to any settlement recommended in writing by the **Company** that is acceptable to the claimant and the **Named Insured** elects to contest the **Claim** or continue any legal proceedings in connection with such **Claim**, then the **Company** shall be relieved of any further duty to defend the **Claim**, and the liability of the **Company** for **Damages** and **Claims Expenses** shall not exceed the amount for which the **Claim** could have been settled as well as the **Claims Expenses** incurred by the **Company** or with the **Company's** consent up to the date of such refusal. The **Insured** shall not assume any obligations, incur any costs, charges, or expenses or enter into any settlement without the **Company's** written consent.

#### III. PERSONS INSURED

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

- A. if the **Named Insured** is an individual or entity, the **Named Insured** so designated in the Declarations;
- B. if the **Named Insured** is an entity, any partner, owner, officer, director, trustee or stockholder thereof;
- C. any employee of the **Named Insured**, but only while such employee was acting on behalf of the **Named Insured** and within the scope of the employee's duties as such or for acts performed by such employee as a Good Samaritan or, with the consent of the **Named Insured**, as an unpaid volunteer during the employee's term of employment with the **Named Insured**;
- D. any person or entity that leases premises to the **Named Insured**, but only with respect to liability imposed on such person or entity solely as a result of the **Named Insured's** operation or management of the premises used in the **Named Insured's** practice as a psychologist or **Practitioner**; or
- E. any volunteer, but solely while such person was acting within the scope of the volunteer's duties for, and on behalf of, the **Named Insured**.

#### IV. LIMIT OF LIABILITY

Regardless of the number of **Insureds** under this policy, **Claims** made or suits brought, or the number of persons or entities making **Claims** or bringing suits, the **Company's** liability is limited as follows:

- A. Subject to the Aggregate Limit of Liability set forth in the Declarations, the maximum liability of the **Company** for any one **Incident** shall be the Each **Incident** Limit of Liability set forth in the Declarations. All **Claims** arising from the same or related **Incident** shall be considered a single **Claim** and shall be subject to the same Each **Incident** Limit of Liability set forth in the Declarations.
- B. The Aggregate Limit of Liability set forth in the Declarations is the maximum the **Company** will pay for all **Claims** covered by the policy. The Aggregate Limit of Liability set forth in the Declarations will apply separately to each **Insured** who is:
  - 1. a psychologist or a **Practitioner** who is either the **Named Insured** or who provides psychological or other associated professional services on behalf of the **Named Insured** or
  - 2. an entity designated as the **Named Insured** on the Declarationsfor all **Incidents** caused by such **Insured** or for which such **Insured** is legally liable; however, no **Insured** shall have more than one Aggregate Limit of Liability. Any **Insureds** not listed in Section IV.LIMIT OF LIABILITY, B., 1. and 2., shall share the Aggregate Limit of Liability with the **Named Insured** set forth in the Declarations. If more than one entity is designated as a **Named Insured**, all entities shall share one Aggregate Limit of Liability.
- C. Upon the exhaustion of the applicable Aggregate Limit of Liability for each **Insured** by payment of **Damages**, the **Company's** duty to defend or to make any payments pursuant to Section II. Defense and Settlement, for such **Insured** shall be completely fulfilled and extinguished.
- D. When prejudgment interest is payable under this policy it shall be in addition to the Limits of Liability.

#### V. SUPPLEMENTARY PAYMENTS

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

- A. Loss of Earnings:

up to the Loss of Earnings Reimbursement Limit set forth in the Declarations for loss of earnings to each individual **Insured** for each day or part of a day that such **Insured**, at the **Company's** request, attends a trial, hearing or arbitration proceeding involving a civil suit against such **Insured** for covered **Damages**; provided however, the amount so payable for any one or series of trials, hearings or arbitration proceedings arising out of the same **Incident** shall in no event exceed the Loss of Earnings Aggregate Per **Incident** Reimbursement Limit set forth in the Declarations.
- B. Governmental Regulatory Body Defense:
  - 1. Licensing Board Defense:

the **Company** will pay on behalf of the **Insured** up to the Licensing Board Defense Limit set forth in the Declarations per **Insured** for attorney fees, expenses or fees incurred by the **Insured** for the investigation or defense of a proceeding before a licensing board that regulates the practice of psychology or other associated professional services. The notice of investigation or proceeding must be received by the **Insured**:

    - a. during the **Policy Period**; or
    - b. after the **Policy Period** for any occurrences that were alleged to have occurred during the **Policy Period** provided that there is no other valid insurance coverage available, or would be available, but for the reduction or the exhaustion of any limit(s) for such investigation or defense of such proceeding, including any policy purchased by such **Insured** or the **Named Insured** to replace this policy. Such notices must be reported to the **Company** or its authorized agent within ninety (90) days of receipt.

All investigations or proceedings arising out of the same or related investigation or proceeding by any licensing board shall be subject to the same Limit of Liability and considered as first occurring at the time the notice of investigation or proceeding is first received by the **Insured** and the amount so payable shall not exceed the Licensing Board Defense Limit set forth in the Declarations. There is no coverage provided for a licensing board's investigatory fees or costs. Fees or expenses incurred as a result of medical or psychological treatment rendered to the **Insured** are not covered.
  - 2. Other Governmental Regulatory Body Defense:

the **Company** will pay on behalf of the **Insured** up to the Other Governmental Regulatory Body Defense Limit set forth in the Declarations per **Insured** for attorney fees, expenses or fees incurred by the **Insured** for the investigation or defense of a proceeding before the United States Department of Health and Human Services (HHS), its designee or any state, for either alleged HIPAA Privacy Rule violations or Medicare and Medicaid payment investigations. The notice of investigation or proceeding must be received by the **Insured**:

- a. during the **Policy Period**; or
- b. after the **Policy Period** for any violations that were alleged to have occurred during the **Policy Period** provided that there is no other valid insurance coverage available, or would be available, but for the reduction or the exhaustion of any limit(s) for such investigation or defense of such proceeding, including any policy purchased by such **Insured** or the **Named Insured** to replace this policy. Such notices must be reported to the **Company** or its authorized agent within ninety (90) days of receipt.

All investigations or proceedings arising out of the same or related investigation or proceeding by HHS, its designee or any state, shall be considered as first occurring at the time the notice of investigation or proceeding is first received by the **Insured** and the amount so payable shall not exceed the Other Governmental Body Defense Limit set forth in the Declarations. There is no coverage provided for HHS, its designee or any state's investigatory fees or costs. Fees or expenses incurred as a result of medical or psychological treatment rendered to the **Insured** are not covered.

Notice to the **Company** of an investigation or proceeding under Section V. SUPPLEMENTARY PAYMENTS, B. Governmental Regulatory Body Defense, is not notice of a **Claim**. If a **Claim** should arise out of any **Incident** that is the subject of such investigation or proceeding, notice of such **Claim** must be given in accordance with Section VIII. CONDITIONS, B. Duties of the **Insured** in the Event of a **Claim** or **Incident**.

C. Premises Medical Payments:

1. up to the per Person Premises Medical Payments Reimbursement Limit set forth in the Declarations for each person who sustains **Bodily Injury** caused by an accident; however, subject to the per Person Premises Medical Payments Reimbursement Limit, the **Company's** total limit of liability under this provision for all persons who sustain **Bodily Injury** during the **Policy Period** is the Aggregate Premises Medical Payments Reimbursement Limit set forth in the Declarations.
2. The **Company** will pay, regardless of fault, to or for each person other than the **Insured**, who sustains **Bodily Injury** caused by an accident that occurred during the **Policy Period**. This will include reasonable expenses of necessary medical, surgical, ambulance, hospital, professional nursing and funeral services, all incurred within four years from the date of the accident:
  - a. while on the premises owned by or rented to the **Insured** or
  - b. while elsewhere if such **Bodily Injury**:
    - i. arises out of the premises owned by or rented to the **Insured** or a condition in the ways immediately adjoining;
    - ii. is caused by the activities of the **Insured**; or
    - iii. is caused by the activities of an employee while engaged in the employment of the **Insured**.
3. This supplementary payment provision shall not apply to **Claims** brought against the **Insured** arising out of, in whole or part, the conduct of any trade, business, employment, profession or occupation outside of the **Insured's** practice as a psychologist or **Practitioner**.

D. Assault and/or **Battery** Coverage:

1. Up to the **Assault** and/or **Battery** Limit set forth in the Declarations per **Policy Period** for:
  - a. Medical expenses incurred as a result of **Bodily Injury** to an **Insured** if such **Bodily Injury** is caused by an **Assault** and/or **Battery** by or at the direction of another person who is not an **Insured** under the policy and
  - b. Property Damage to personal property owned by an **Insured** if such **Property Damage** is caused by an **Assault** and/or **Battery** by or at the direction of another person who is not an **Insured** under the policy.

2. Such **Assault** and/or **Battery** must happen on the **Insured's** work premises, including the ways immediately adjoining such premises, or while the **Insured** is away from such premises while providing psychological or other associated professional services.
3. Such **Assault** and/or **Battery** must occur during the **Policy Period**.
4. The **Assault** and/or **Battery** coverage does not apply to **Property Damage** to any mode of transportation used by the **Insured** to go to and from the **Insured's** work premises.
5. The **Assault** and/or **Battery** coverage does not apply to damage to any business or personal property owned, leased or rented by any other person or business enterprise while in the **Insured's** possession.
6. The **Assault** and/or **Battery** coverage applies as excess over any other available insurance covering such loss.

E. Wrongful Employment Practices:

up to the **Wrongful Employment Practices** Limit set forth in the Declarations for **Claims Expenses** and all sums that the **Insured** shall become legally obligated to pay as **Damages** for **Wrongful Employment Practices Claims** first made against the **Insured** during the **Policy Period** arising out of any **Wrongful Employment Practice** by an **Insured**, provided the **Wrongful Employment Practice** took place on or after the effective date of the first policy containing **Wrongful Employment Practices** coverage that was issued by ACE American Insurance Company, Chicago Insurance Company, Interstate Indemnity Group or Interstate Indemnity Company and to which this policy is a renewal or a replacement but prior to the end of the **Policy Period**.

All **Wrongful Employment Practice Claims** shall be deemed as being first made when the **Insured** first receives written notice that a **Wrongful Employment Practice Claim** has been made.

All **Wrongful Employment Practice Claims** arising out of the same or related **Wrongful Employment Practice** shall be considered as having been made at the time the first such **Wrongful Employment Practice Claim** is made.

In addition to those exclusions in Section VI. EXCLUSIONS, this Supplementary Payment provision does not apply to **Wrongful Employment Practice Claims**:

1. based on or arising out of any obligations for which any **Insured** or any carrier acting as the insurer may be liable under any workers' compensation, unemployment compensation, disability or pension benefits law, or any similar laws, including but not limited to, the Employee Retirement Income Security Act of 1974, The Fair Labor Standards Act, the National Labor Relations Act of 1938 or Labor Management Relations Act, the Worker Adjustment and Retraining Notification Act (Public Law 100-37991968), the Consolidated Omnibus Budget Reconciliation Act of 1985, or the Occupational Safety and Health Act. This exclusion also applies to any rules or regulations promulgated under any of the foregoing and amendments thereto or any similar provisions of any federal, state or local law, and to that part of any **Damages** awarded for the cost or replacement of any insurance benefits due or alleged to be due to any current or former employee, the Family and Medical Leave Act, Public Law 103-3 (1993), and any amendments thereof;
2. based upon or arising from the breach of any express contract of employment for any express obligation to make payments in the event of termination of employment;
3. based upon or arising out of an obligation to pay **Damages** by reason of the assumption of liability in any contract or agreement. This exclusion does not apply to liability for **Damages** that the **Insured** would have in absence of the contract or agreement;
4. based upon or arising out of costs of complying with physical modifications to the **Insured's** premises or any changes to the **Insured's** usual business operations as mandated by the Americans with Disabilities Act of 1990 including any amendment thereto or rule or regulation promulgated thereto, or any similar federal, state or local law.
5. based upon or arising from any improper payroll deductions, or any claims for unpaid wages or overtime pay for hours actually worked or labor actually performed by any employee of the **Insured**, that results in any violation of any federal, state, local or foreign statutory law or any similar common law, and any rules, regulations and amendments thereto.
6. to any **Wrongful Employment Practices Claims** that were reported to any prior insurer;

7. to any unreported **Wrongful Employment Practices Claims** that any **Insured** had received notice prior to the effective date of the first policy with the **Company**; or **Wrongful Employment Practices** that the **Insured** knew could result in a **Claim** prior to the effective date of the first policy issued by the **Company** to the **Named Insured**, and were not disclosed to the **Company**. However, this exclusion will not apply to any **Insured** who did not have knowledge of such **Wrongful Employment Practice** or resulting **Wrongful Employment Practice Claim** prior to the first policy issued by the **Company** to the **Named Insured**.

F. Deposition Expense:

up to the Deposition Expense Reimbursement Limit set forth in the Declarations per **Insured** for reasonable expenses the **Insured** incurs for fees charged by an attorney representing the **Insured** for a deposition provided:

1. the **Insured** receives a subpoena requesting documents or testimony for psychological or other associated professional services that occurred during the **Policy Period**;
2. the deposition is not for or related to a **Claim** against the **Insured**; and
3. the **Insured** has not been retained at any time to provide advice or testimony in any legal matter related to this deposition.

## VI. EXCLUSIONS

This insurance does not apply:

- A. to **Claims** arising out of services performed by any **Insured** in his or her capacity as a physician, nurse practitioner, physician's assistant or surgeon's assistant; however, this exclusion is limited to services provided by such physician(s), nurse practitioner(s), physician's assistant(s) or surgeon's assistant(s) and this exclusion does not extend to the **Insured** who is charged with or found responsible for the acts of the physician(s), nurse practitioner(s), physician's assistant(s) or surgeon's assistant(s);
- B. to **Claims** brought against the **Insured** in his or her capacity as a proprietor, owner, partner, manager, superintendent or officer of any hospital, sanitarium, medical clinic, health maintenance organization, managed care facility or any other facility not specified in the Declarations or any endorsements thereto;
- C. to **Bodily Injury**:
  1. to any employee of the **Insured** arising out of and in the course of his or her employment by the **Insured** or in performing duties in the conduct of the **Insured's** business or
  2. to the spouse, domestic partner, child, parent or sibling of such employee as a consequence of paragraph 1. above.

This exclusion shall apply:

1. whether the **Insured** shall be liable as an employer or in his or her capacity as the operator or manager of the premises used in the **Named Insured's** practice for psychological or other associated professional services or
2. to any obligation of the **Insured** to indemnify another because of **Damages** arising out of such injury; provided however, this exclusion shall not apply to **Bodily Injury** otherwise covered under Section V.SUPPLEMENTARY PAYMENTS, D. **Assault** and/or **Battery** Coverage;
- D. to any obligation of the **Insured** or any insurer under any worker's compensation, unemployment compensation, disability benefits law or under any similar law;
- E. to any fraudulent, criminal, malicious or materially dishonest acts or materially dishonest omissions of the **Insured** or with the **Insured's** consent. However, this exclusion will not apply to (i) any **Claim** alleging malicious prosecution and (ii) any **Insured** who did not participate in or acquiesce to any such act or omission;
- F. to **Bodily Injury** or **Property Damage** based on or arising out of the practice of the **Insured's** professional occupation unless the **Insured** is properly licensed, exempted or certified by the laws of the state(s) in which the **Insured** practices, or is otherwise qualified to practice the **Insured's** professional occupation in the absence of such laws;
- G. to acts, errors or omissions by any **Insured** expected or intended to cause **Physical Injury** or **Property Damage**, regardless of whether or not such act or omission was intended to cause the specific **Physical Injury** or **Property Damage** sustained. This exclusion shall not apply to any intentional act by or at the

direction of the **Insured**, that results in **Physical Injury** or **Property Damage**, if such **Physical Injury** or **Property Damage** arises solely from the use of reasonable force or other measures for the purpose of protecting persons or property;

H. to any **Claims** against any **Insured** alleging, in whole or in part:

1. discrimination on the basis of age, sex, race, religion, marital status, maternal origin or sexual preference by any **Insured**, including **Personal Injury** resulting there from;
2. sexual assault, sexual abuse or sexual molestation or licentious, immoral, amoral or other behavior that threatened, led to or culminated in any sexual act whether committed intentionally, negligently, inadvertently or with the belief, erroneous or otherwise, that the other party is consenting and has the legal and mental capacity to consent thereto, that was committed, or alleged to have been committed, by the **Insured** or by any other person for whom the **Insured** is legally responsible.

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

However, notwithstanding this exclusion, the **Insured** shall be entitled to a defense as provided under the terms of the policy as to any **Claim** upon which suit is brought for any such alleged behavior unless a judgment or final adjudication adverse to any **Insured**, or an admission by any **Insured** accused of such behavior, shall establish that such behavior caused, in whole or part, the injury claimed in such suit. The **Company** shall not be required to appeal a judgment or final adjudication adverse to the **Insured**.

If however, the **Insured** elects to appeal such judgment or final adjudication, and the judgment or final adjudication results in a reversal on the issue of liability, the **Company** shall reimburse the **Insured** for all reasonable **Claims Expenses** incurred in the appeals process;

I. to **Personal Injury** or **Advertising Injury** arising out of:

1. the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of the **Insured**;
2. the publication or utterance of a libel or slander, or a publication or utterance in violation of an individual's right of privacy by or on behalf of the **Insured** if the first injurious publication or utterance of the same or similar material was made before the **Policy Period**; or
3. libel or slander or the publication or utterance of defamatory or disparaging material made by or at the direction of the **Insured** with knowledge of the falsity thereof concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy;

J. to **Advertising Injury** arising out of:

1. the failure to perform the terms and conditions of a contract; however, this exclusion does not apply to the alleged breach of an implied contract caused by an alleged unauthorized appropriation of ideas;
2. infringement of a trademark, a service mark or a trade name, other than a title or slogan, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised;
3. a knowingly incorrect description in the advertised price of goods, products or services sold that are offered for sale or advertised; or
4. any act committed by the **Insured** with actual malice;

K. to any **Claim** brought by, or on behalf of, any **Insured** against any other **Insured** under this policy; provided however, this exclusion shall not apply to any **Claim** based upon or arising out of psychological or other associated professional services rendered by one **Insured** to another **Insured** or any **Claim** based upon or arising out of any obligation of one **Insured** to supervise another **Insured** in the provision of psychological or other associated professional services;

L. to **Damages** arising out of infringement of copyright or plagiarism;

M. to any **Claim**, action, judgment, liability, settlement, loss, defense, cost or expense in any way arising out of actual, alleged or threatened pollution, contamination or any environmental impairment resulting from seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or radioactive matter including, but not limited to, smoke, vapors, soots, fumes, acids, alkalis, chemicals or toxic matter; or waste material

(including materials to be recycled, reconditioned or reclaimed); or oil or other petroleum substances or derivatives (including any oil refuse or oil mixed with waste), or thermal or vibratory effect including, but not limited to, heat or cold, into or upon land, the atmosphere or any water, course of body of water, underground water or water table supplies, whether such results directly, indirectly or in concurrence or in any sequence from the **Insured's** activities or the activities of others and whether or not such is sudden, gradual, accidental, intended, foreseeable, expected, fortuitous or inevitable and wherever or however such occurs.

However, this exclusion shall not apply to **Bodily Injury** or **Property Damage** caused by heat, smoke or fumes from a **Hostile Fire** unless such fire involves:

1. materials that are or were at any time used for the handling, storage, disposal, processing or treatment of waste or
  2. any premises, site, or location:
    - a. that is or was at any time used for handling, storage, disposal, processing or treatment of waste or
    - b. on which any **Insured** or contractor or subcontractor working directly or indirectly on any **Insured's** behalf are performing operations to test for, monitor, cleanup, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants;
- N. to liability assumed by the **Insured** under any contract or agreement, except to the extent the **Insured** would be liable in the absence of such contract or agreement;
- O. to any **Claim** based upon or arising out of restraint of trade, price fixing or violation of any anti-trust law;
- P. to any **Claims** brought by or on behalf of any person employed by the **Insured**, any person who had been employed by the **Insured** or any person seeking employment with the **Insured** alleging any act, error or omission by an **Insured** with respect to the hiring, termination, compensation, or the tenure, term, condition, benefits or privilege of employment of any such person except as provided under Section V. SUPPLEMENTARY PAYMENTS, E. **Wrongful Employment Practices** or Section VII. DEFINITIONS, **Incident**, E.; and
- Q. to **Claims** based upon or arising out of the valuation of assets or investment planning.

## VII. DEFINITIONS

The boldface words or terms in this policy or any endorsement thereto are defined as provided in this section:

**"Advertising Injury"** means injury arising out of an offense committed in the course of the **Insured's** advertising activities if such injury arises out of libel, slander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title, trade dress or slogan or use of another's advertising idea.

**"Application"** means all applications, including any attachments thereto, and all other information and materials submitted by or on behalf of the **Insureds** to the **Company** or its authorized agent in connection with the underwriting of this policy or any policy of which this policy is a direct or indirect renewal or replacement. All such applications, attachments, information and materials are deemed attached to and incorporated in this policy.

**"Assault"** means any willful attempt or threat to inflict injury upon another natural person, coupled with an apparent present ability to do so, that causes that person to have a reasonable apprehension of imminent **Bodily Injury** or offensive physical contact.

**"Battery"** means intentional and wrongful physical contact with a natural person without his or her consent that causes **Bodily Injury** or offensive physical contact.

**"Bodily Injury"** means any injury sustained by any person including, but not limited to:

- A. Physical Injury, sickness, disease, mental anguish or emotional distress, including death at any time resulting there from;
- B. psychological injury, pain or suffering, harm or impairment, including death at any time resulting there from; and
- C. loss of consortium or impairment of domestic or personal relations.

**Bodily Injury** shall not include any injury, damage or loss defined as **Personal Injury**, **Advertising Injury** or **Property Damage**.

**“Claim”** means a demand for money, or the filing of suit or institution of arbitration proceedings, naming the **Insured**.

**“Claims Expenses”** means:

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

**“Company”** means the insurance company providing this insurance.

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

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

**“Incident”** means:

- A. any act, error or omission in the rendering of or failure to render psychological or other associated professional services by the **Insured**, or by any person for whom the **Insured** is legally responsible; or
- B. any act, error or omission of the **Insured** as a psychologist or a **Practitioner** performing services as a member of a formal accreditation, ethics, peer review, licensing board, standards review or similar professional board or committee of a hospital, health facility, educational institution, professional organization, health maintenance organization or health plan; or
- C. an accident including continuous or repeated exposure to substantially the same general harmful conditions in the operation or management of the premises used in the **Insured’s** practice for psychological or other associated professional services that results in **Bodily Injury** or **Property Damage**; or
- D. an offense in the course of the **Insured’s** advertising activities for psychological or other associated professional services that results in an **Advertising Injury**; or
- E. if the **Insured** is a psychologist or **Practitioner** who provides services to any private or public organization, agency, college or university as a researcher, consultant, teacher, faculty member (including department, program or division chair), librarian, administrator, colleague or member of an instructional staff, then any act, error or omission in providing the following services:
  - 1. original or contracted research including psychological research on animals or humans;
  - 2. the design, development or evaluation of psychological tests or testing and/or assessment procedures;
  - 3. the dismissal, suspension, discipline or layoff of a faculty member prior to the expiration of a term appointment;
  - 4. the non-reappointment of a probationary faculty member;
  - 5. the decisions relating to the salary, other compensation, promotion, rank, leaves of absence, work assignment, resignation or other rights, duties and responsibilities of fellow faculty, researchers or staff employees;
  - 6. the enforcing of school standards, teaching, grading, evaluating, advising or supervising students; or
  - 7. the authorship of research, journal articles or other educational material; or
- F. an offense that results in **Personal Injury** from the practice of a psychologist or **Practitioner**; or



- G. any act, error or omission in the retention, destruction or release of a client's records after the **Policy Period**. Such retention, destruction or release of a client's records shall be deemed to have occurred at the time the records were created, provided there is no other valid insurance coverage available for such **Incident** or would be available, but for the reduction or the exhaustion of the limits of liability, including any policy purchased by such **Insured** or the **Named Insured** to renew or replace this policy. This section will not apply to any addition or modification made to any records or any report or summary of the record made after the effective date of the expiration or cancellation date of the policy.

**"Insured"** means any person or entity qualifying as an **Insured** under Section III. PERSONS INSURED.

**"Named Insured"** means the person or entity named in Item 1. of the Declarations of this policy. **Named Insured** also shall include any entity other than a joint venture that is acquired or formed by the **Named Insured** after the effective date of this policy and over which the **Named Insured** maintains ownership or majority interest. This coverage will:

- A. not apply if the newly acquired or formed entity knew of a **Claim** or **Incident** that might be expected to be the basis of such **Claim** prior to the date they were acquired or formed by the **Named Insured**;
- B. not apply if the newly acquired or formed entity is insured under any other similar liability or indemnity policy for an **Incident**, even if such limits of liability have been exhausted; or
- C. terminate in 90 days from the date that such entity is acquired or formed by the **Named Insured** or the end of the **Policy Period** whichever is earlier, unless written notice is provided to the **Company** or its authorized representative and such entity is added to the policy by endorsement.

**"Personal Injury"** means any injury arising out of:

- A. false arrest, detention, confinement or imprisonment, malicious prosecution, or abuse of process;
- B. the publication or utterance of a libel or slander or of other defamatory or disparaging materials, or a publication or utterance in violation of an individual's right of privacy; or
- C. wrongful entry or eviction, or other invasion of the right of private occupancy.

**"Physical Injury"** means bodily harm or hurt, but shall not include:

- A. mental anguish;
- B. emotional distress; or
- C. psychological injury, pain or suffering, harm or impairment, including death at any time resulting there from.

**"Policy Period"** means the period from the inception date of this policy to the policy expiration date as set forth in Item 2. of the Declarations or its earlier termination date, if any.

**"Practitioner"** means an individual who is a psychologist practicing in any of its branches, an allied mental health professional, student, intern, resident, volunteer, assistant, parent coordinator, mediator, consultant, or coach who provides psychological or other associated professional services while in his or her capacity as an **Insured**.

**"Primary Named Insured"** is the psychologist whose name is signed on the **Application** and qualifies as an **Insured** under Section III. PERSONS INSURED, A. or B. Each policy shall have a **Primary Named Insured**. If the **Primary Named Insured** dies or is adjudged incompetent then the **Named Insured** or when appropriate the **Named Insured's** legal representative shall designate a person to act as the **Primary Named Insured**.

**"Property Damage"** means:

- A. physical injury to or destruction of tangible property including the loss of use thereof at any time resulting there from. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- B. loss of use of tangible property that has not been physically injured or destroyed. All such loss of use shall be deemed to occur at the time of the **Incident** that caused it; or
- C. other loss, whether or not resulting from physical injury or damage to person or property.

**"Wrongful Employment Practice"** means:

- A. wrongful refusal to employ a qualified applicant for employment;
- B. wrongful failure to promote a qualified employee;
- C. wrongful demotion, negligent evaluation, negligent reassignment or wrongful discipline;
- D. wrongful termination of employment, including retaliatory or constructive discharge;

- E. harassment, coercion, discrimination or humiliation as a consequence of race, color, creed, national origin, disability, marital status, medical condition, gender, age, physical appearance, physical and/or mental impairments, pregnancy, sexual orientation or sexual preference;
- F. oral or written publication of material that slanders, defames or libels an employee or violates or invades an employee's right of privacy; or
- G. any practice that violates a state or federal employment discrimination statute.

**"Wrongful Employment Practice Claim"** means a demand for money or services, or the filing of suit or institution of arbitration proceedings or alternative dispute resolution naming an **Insured** and alleging a **Wrongful Employment Practice**. **Wrongful Employment Practice Claim** does not include proceedings seeking injunctive or other non-pecuniary relief.

## VIII. CONDITIONS

- A. **Territory:** The insurance afforded by this policy applies to **Incidents** that occur anywhere in the world, provided the **Claim** is made or brought within the United States of America, its territories or possessions, or Canada.
- B. **Duties of the Insured in the Event of a Claim or Incident:** Upon the **Insured** becoming aware of any **Incident** that could reasonably be expected to be the basis of a **Claim** covered hereby, written notice shall be given by the **Insured** to the **Company** or its authorized agent together with the fullest information obtainable. If a **Claim** is made against the **Insured**, the **Insured** shall immediately forward to the **Company** or its authorized agent every demand, notice, summons or other process received by the **Insured** or the **Insured's** representative.
- C. **Assistance and Cooperation of the Insured in the Event of a Claim:** The **Insured** shall cooperate with the **Company** and, upon the **Company's** request, assist in affecting settlements, in the defense of any **Claim** and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Insured** because of **Damages** with respect to which this insurance applies. The **Insured** shall attend depositions, hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses in the defense of any **Claim** covered by this policy. The **Company** shall reimburse the **Insured** for reasonable expenses incurred at the **Company's** request. The **Insured** shall not, except at the **Insured's** own cost, voluntarily make any payments, assume any obligation or incur any expense.
- D. **Assignment:** The interest of any **Insured** is not assignable. If any **Insured** shall die or be adjudged incompetent, this insurance shall cover the **Insured's** legal representative as the **Insured** while acting on the **Insured's** behalf.
- E. **Legal Action Against the Company:** A person or organization may bring a suit against the **Company**, including but not limited to, a suit to recover on an Agreed Settlement or on a judgment against an **Insured** (except during a stay or limited stay of execution against the **Insured** on such judgment), but the **Company** will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable Limit of Liability. An Agreed Settlement means a settlement and release of liability signed by the **Company**, the **Insured** and the claimant or the claimant's legal representative.

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

- F. **Other Insurance:** If there is other valid insurance (whether primary, excess, contingent or self-insurance) that may apply against any **Damages** or **Claims Expenses** including any coverage for Section V. SUPPLEMENTARY PAYMENTS, B. Governmental Regulatory Body Defense and E. **Wrongful Employment Practices**, covered by this policy, the insurance provided hereunder shall be deemed excess insurance over and above the applicable limit of all other insurance or self-insurance.

When this insurance is excess, the **Company** shall have no duty under this policy to defend any **Claim** that any other insurer or self-insurer has a duty to defend. If such other insurer or self-insurer refuses to defend such **Claim**, the **Company** shall defend the **Insured** and be entitled to the **Insured's** rights against all such other insurers or self-insurers for any defense costs incurred by the **Company**.

- G. **Subrogation:** In the event of any payment by the **Company** under this policy, the **Company** shall be subrogated to all the **Insured's** rights of recovery against any person, organization, or entity. The **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing to prejudice the position of the **Company** or its potential or actual rights of recovery after any **Incident** or **Claim**.

- H. Changes: The terms of this policy shall not be waived or changed, except by endorsement issued to form part of this policy.
- I. Bankruptcy or Insolvency of the **Insured**: Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the **Company** of any of its obligations hereunder or deprive the **Company** of its rights or defenses hereunder.
- J. Cancellation:

1. Cancellation by the **Primary Named Insured**

This insurance may be cancelled by the **Primary Named Insured** at any time by prior written notice to the **Company** or its authorized agent.

The **Company** or its authorized agent shall refund the paid premium less the earned portion thereof within thirty (30) days of the latter of the effective date of cancellation or the date of delivery of the notice of intent to cancel, subject always to the retention by the **Company** of any minimum premium stipulated herein (or proportion thereof previously agreed upon).

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

2. Cancellation by the **Company** for Non-Payment of Premium

This insurance may be cancelled by the **Company** for non-payment of premium by sending written notice to the **Named Insured** and its authorized agent or broker at least thirty (30) days prior to the date of such cancellation which sets forth the amount of premium due.

3. Cancellation by the **Company** Other Than for Non-Payment of Premium

In the case of cancellation due to a reason other than non-payment of premium, the **Company** may cancel this policy by sending to the **Named Insured** set forth in the Declarations, by first class, registered or certified mail, at the **Named Insured's** address last known to the **Company** and to its authorized agent or broker, not less than ninety (90) days, but not more than one hundred and twenty (120) days, written notice, stating the specific reason for such cancellation and when the cancellation shall be effective. Proof of mailing will be sufficient proof of notice.

Cancellation by the **Company**, for other than non-payment of premium, shall only be effective if based on one or more of the following reasons:

- a. The policy was obtained through a material misrepresentation that was relied on by the **Company**, and such policy would not have been issued by the **Company** under the same terms and conditions if correct information had been disclosed;
- b. After issuance of the policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and which occurred prior to the current **Policy Period**;
- c. A determination by the superintendent of insurance that continuation of the present premium volume of the **Company** would jeopardize the **Company's** solvency or be hazardous to the interests of policyholders of the **Company**, its creditor or the public; or
- d. A determination by the superintendent of insurance that the continuation of the policy would violate, or would place the Company in violation of any New York insurance law; or
- e. Revocation or suspension of the **Insured's** license or certification to practice psychology or other associated professional services.

If the **Company** cancels the policy then the **Company** or its authorized agent shall refund the paid premium less the earned portion thereof within ten (10) business days after the effective date of cancellation. Minimum premium shall not apply to the return of unearned premium if cancellation is by the **Company**.

- K. Nonrenewal: The **Company** will renew this policy unless written notice of the **Company's** intent not to renew, stating the specific reasons for nonrenewal, is mailed to the **Named Insured** set forth in the Declarations and

its authorized agent or broker not less than ninety (90) days, but not more than one hundred and twenty (120) days before the policy expires.

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

- L. **Renewal Rate Increase or Change in Policy Terms:** If at renewal the **Company** intends to increase the filed rate, change the type of coverage, increase in the deductible, add an exclusion, reduce the Limit of Liability, or reduce coverage, the **Company** will mail notice to the **Named Insured** set forth in the Declarations and its authorized agent or broker at least sixty (60) days, but not more than one hundred and twenty (120) days prior to the effective date of that increase or change. The notice will include the amount of any premium increase and a description of any other changes.

Any notice of renewal premium increase or change in policy terms will be mailed by first class, registered or certified mail to the **Named Insured** at the last mailing address known to the **Company**. Proof of mailing will be sufficient proof of notice.

- M. **Declarations and Application:** By acceptance of this policy, the **Primary Named Insured** agrees on behalf of the **Named Insured** that the statements in the **Application** are the **Named Insured's** agreements and representations, and that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between the **Named Insured** and the **Company** or its agent relating to this insurance.

- N. **Reimbursement:** While the **Company** has no duty to do so, if the **Company** pays **Damages**:

1. within the amount of the applicable deductible and/or
2. in excess of the Limit of Liability

all **Insureds** shall be jointly and severally liable to the **Company** for such amounts. Upon written demand, the **Insured** shall repay such amounts to the **Company** within thirty (30) days thereof.

- O. This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of **Claims**.
- P. **Liberalization Clause:** If the **Company** adopts any endorsement or policy that would broaden the coverage under the policy, the broadened coverage will apply solely to (i) **Incidents** that occur or (ii) notices of investigations, proceedings or hearings described in Section V. **SUPPLEMENTARY PAYMENTS** that are received, after the **Company** adopts such revision, if:
1. the filing of the endorsement or policy is made and approved by the Department of Insurance in the state indicated in the Declarations as the address of the **Named Insured**;
  2. the endorsement or policy does not increase the premium; and
  3. the **Company** issues the endorsement or policy in the state indicated in the Declarations as the address of the **Named Insured**.

- Q. **Transfer of Duties When the Limit of Liability Has Been Exhausted**

1. If the **Company** concludes that, based on **Incidents** or **Claims** that have been reported to the **Company** and to which this insurance may apply, the Limit of Liability is likely to be exhausted in the payment of **Damages**, the **Company** will notify the **Named Insured**, in writing to that effect.
2. When the Limit of Liability for the **Policy Period** has been completely exhausted in the payment of **Damages**:
  - a. the **Company** will notify the **Named Insured**, in writing, as soon as practicable, that:
    - i. the Limit of Liability has been completely exhausted and
    - ii. the **Company's** duty to defend **Claims** subject to the Limit of Liability has ended; and
  - b. the **Company** will initiate, and cooperate in, the transfer of control, to the **Named Insured**, of all **Claims** reported to the **Company** before the Limit of Liability was exhausted. **Insureds** must cooperate in the transfer of control of such **Claims**.

The **Company** agrees to take such steps as deemed appropriate to avoid a default in, or continue the defense of, such **Claims** until such transfer is completed, provided the **Insured** is cooperating in completing such transfer. The **Named Insured** will reimburse the **Company** for any amounts it incurs in taking such steps. The duty of the **Named Insured** to reimburse the **Company** will begin on:

- a. The date on which the applicable Limit of Liability is exhausted, if the **Company** sent notice as provided in 1. above; or
- b. The date on which the **Company** sent notice in accordance with 2a above, if the **Company** did not sent notice as provided in 1 above.

The **Company** will take no action whatsoever with respect to the defense of any **Claim** seeking **Damages**, if the **Claim** is reported to the **Company** after the Limit of Liability for the **Policy Period** has been completely exhausted.

The **Named Insured** must arrange for the defense of such **Claims** within such time period as agreed to between the **Named Insured** and the **Company**. Absent any agreement between the **Named Insured** and the **Company**, arrangements for the defense of such **Claim** must be made as soon as practicable.

The exhaustion of the applicable Limit of Liability by the payments of judgments or settlements and the resulting end of the **Company's** duty to defend will not be affected by the **Company's** failure to comply with any of the provisions of this condition.

R. Late or Incomplete Notice of Nonrenewal, Renewal Rate Increase or Change in Policy Terms:

1. If the **Company** fails to provide notice in accordance with the requirements of Section VIII.CONDITIONS,K. Nonrenewal and L. Renewal Rate Increase or Change in Policy Terms by mailing or delivering a late notice of nonrenewal or a late or incomplete renewal rate increase or change in policy terms notice:
  - a. Prior to the expiration of the **Policy Period**, then coverage will remain in effect at the same terms and conditions of this policy at the lower of the current rates or at the rates in effect at the inception of the **Policy Period** until sixty (60) days after such notice is mailed or delivered, unless the **Named Insured**, during the sixty (60) day period, has replaced the coverage or elects to terminate the coverage or
  - b. On or after the expiration of the **Policy Period**, then coverage will remain in effect at the same terms and conditions of this policy for another policy period, at the lower of the current rates or the rates in effect at the inception of the expiring **Policy Period**, unless the **Named Insured**, during this additional policy period, has replaced the coverage or elects to terminate.

In the event of such termination, the **Company** shall refund the unearned premium computed pro rata. The Aggregate Limit of Liability stated in Item 3 of the Declarations shall be increased in proportion to any policy extension pursuant to the requirements in a. and b. above.

2. If the **Named Insured** elects to renew on the basis of a late notice of conditional renewal, the terms, conditions and rates set forth in such notice shall apply:
  - a. upon expiration of the sixty (60) day period or
  - b. notwithstanding the provisions in Section VIII. CONDITIONS, J. Cancellation, 3. Cancellation by the **Company** Other Than for Non-Payment of Premium, b., as of the renewal date of the **Policy** if the **Company** mails the **Primary Named Insured** the conditional renewal notice at least thirty (30) days before the end of the **Policy Period**.

The **Company** is not required to mail notice of nonrenewal or conditional renewal if the **Named Insured** or another insurer of the **Named Insured** has mailed or delivered written notice that the **Policy** has been replaced or is no longer desired.





## SIGNATURES

Named Insured Dr. Lakeasha Garner			Endorsement Number
Policy Symbol OGL	Policy Number 68G28431880	Policy Period 06/27/2018 to 06/27/2019	Effective Date 06/27/2018
Issued By (Name of Insurance Company) ACE American Insurance Company			

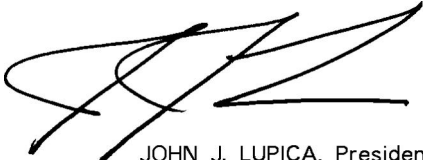
THE ONLY COMPANY APPLICABLE TO THIS POLICY IS THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

By signing and delivering the policy to you, we state that it is a valid contract.

**INDEMNITY INSURANCE COMPANY OF NORTH AMERICA**(A stock company)  
**BANKERS STANDARD INSURANCE COMPANY**(A stock company)  
**ACE AMERICAN INSURANCE COMPANY**(A stock company)  
**ACE PROPERTY AND CASUALTY INSURANCE COMPANY**(A stock company)  
**INSURANCE COMPANY OF NORTH AMERICA**(A stock company)  
**PACIFIC EMPLOYERS INSURANCE COMPANY**(A stock company)  
**ACE FIRE UNDERWRITERS INSURANCE COMPANY**(A stock company)  
**WESTCHESTER FIRE INSURANCE COMPANY**(A stock company)

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

  
REBECCA L. COLLINS, Secretary

  
JOHN J. LUPICA, President



Authorized Representative





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Named Insured Dr. Lakeasha Garner			Endorsement Number
Policy Symbol OGL	Policy Number 68G28431880	Policy Period 06/27/2018 to 06/27/2019	Effective Date 06/27/2018
Issued By (Name of Insurance Company) ACE American Insurance Company			

**Additional Named Insured(s)**

It is agreed that:

1. The **Named Insured** shown in Item 1 of the Declarations of this policy is amended to include the following entity(ies) and if a **Retroactive Date** is listed opposite any entity(ies') name, the **Retroactive Date** set forth in the Declarations is deleted with respect to such entity(ies) and replaced with the **Retroactive Date** listed below:

**Additional Named Insured(s):**  
**SOLNA Investments LLC**

2. The following is hereby added to the **CONDITIONS** section of the policy.
  - Authorization: By acceptance of this policy the first **Named Insured** set forth in the Declarations, or in any **Named Insured Amended** endorsement, agrees to act on behalf of all other **Insureds**, including any **Insured** listed on this endorsement, with respect to the giving and receiving of all notices to the Company as may be required by the terms of this policy, any right of cancellation and in the receiving of any return premiums that may become due hereunder.

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

All other terms and conditions of this policy remain unchanged.



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Authorized Agent



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Named Insured Dr. Lakeasha Garner			Endorsement Number
Policy Symbol OGL	Policy Number 68G28431880	Policy Period 06/27/2018 to 06/27/2019	Effective Date 06/27/2018
Issued By (Name of Insurance Company) ACE American Insurance Company			

**Additional Insured**

It is agreed that in consideration of the premium charged, the individual(s) or entity(ies) designated below shall be an **Insured**, under Section III. PERSONS INSURED, but only with respect to such individual's or entity's liability arising solely out of an **Incident** caused by the sole negligence of another **Insured**:

Additional Insured	Address
<b>C.H.E Psychological Services, P.C/Psychological Health Services, P.C</b>	<b>3512 Quentin Road Brooklyn NY 11234</b>

The premium for this endorsement is included in the premium shown on the Declarations unless a specific amount is shown here:	Additional Premium:	
	Return Premium:	

All other terms and conditions of this policy remain unchanged.



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Authorized Agent



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Named Insured Dr. Lakeasha Garner			Endorsement Number
Policy Symbol OGL	Policy Number 68G28431880	Policy Period 06/27/2018 to 06/27/2019	Effective Date 06/27/2018
Issued By (Name of Insurance Company) ACE American Insurance Company			

**Deposition Expense**

It is agreed that Section V. Supplementary Payments, F. Deposition Expense, is amended by deleting 1 in its entirety and replacing it with the following:

1. the **Insured** receives a subpoena requesting documents or testimony:
  - a. for psychological or other associated professional services during the **Policy Period**; or
  - b. after the **Policy Period** for psychological or other associated professional services that were alleged to have been provided during the **Policy Period** provided there is no other valid insurance coverage available or would be available but for the reduction or the exhaustion of any limit(s), including any policy purchased by such **Insured** or the **Named Insured** to replace this policy. If the **Insured** provides such services over multiple policy periods, then the expenses shall only apply against the earliest applicable Deposition Expense Reimbursement Limit of either: (i) the policy period with the earliest date of such services; or (ii) the first policy period that included the Deposition Expense Supplementary Payment coverage. Such subpoena must be reported to the **Company** or its authorized agent within ninety (90) days of receipt.

All other terms and conditions of this policy remain unchanged.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Named Insured Dr. Lakeasha Garner			Endorsement Number
Policy Symbol OGL	Policy Number 68G28431880	Policy Period 06/27/2018 to 06/27/2019	Effective Date 06/27/2018
Issued By (Name of Insurance Company) ACE American Insurance Company			

**New York Amendatory**

It is agreed that Section VIII. Conditions, is amended as follows:

1. E. Legal Action Against the Company, is amended by adding the following:

With respect to any **Claims** alleging **Bodily Injury**, if the **Company** denies coverage or disclaims liability because an **Insured** or the injured person, someone acting for the injured person or other claimant fails to give the **Company** timely written notice, then the injured person, someone acting for the injured person or other claimant may bring an action against the **Company**, provided the sole question is whether the denial of coverage or non-admission of liability is based on the failure to provide timely notice.

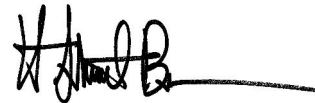
However, the injured person, someone acting for the injured person or other claimant may not bring an action if within sixty (60) days after the **Company** denies coverage or does not admit liability, the **Company** or an **Insured**:

- 1) Brings an action to declare the rights of the parties under the policy; and
- 2) Names the injured person or other claimant as a party to the action.

2. B. Duties In the Event of a **Claim** or **Incident** is amended by adding the following:

Failure to give notice to the **Company** as required under this Policy shall not invalidate any **Claim** made by the **Insured**, injured person or any other claimant, unless the failure to provide such timely notice has prejudiced the **Company**. However, no **Claim** made by the **Insured**, injured person or other claimant will be invalidated if it shall be shown not to have been reasonably possible to give such timely notice and that notice was given as soon as was reasonably possible thereafter.

All other terms and conditions of this policy remain unchanged.



Authorized Representative







## U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders

This Policyholder Notice shall not be construed as part of your policy and no coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/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.





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
06/19/2018

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 endorsement(s).

## PRODUCER

Trust Risk Management Services, Inc.  
1791 Paysphere Circle  
Chicago, IL 60674

## CONTACT

NAME: Trust Risk Management Services, Inc

## PHONE

(A/C, No, Ext): 877.637.9700

## FAX

(A/C, No): 877.251.5111

## EMAIL

ADDRESS: info@trustrms.com

## INSURER(S) AFFORDING COVERAGE

## NAIC #

INSURER A: ACE American Insurance Company

22667

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

## INSURED

Lakeasha Garner  
223 Bedford Avenue#1009  
Brooklyn, NY 11211

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS-COMP/OP AGG \$
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per Person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input type="checkbox"/> N / A						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Psychologist's Professional Liability			68G28431880	06/27/2018	06/27/2019	Each Incident Annual Aggregate \$1,000,000 \$3,000,000

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 IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
06/19/2018

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 endorsement(s).

<b>PRODUCER</b>  Trust Risk Management Services, Inc. 1791 Paysphere Circle Chicago, IL 60674	<b>CONTACT</b> NAME: Trust Risk Management Services, Inc	
	PHONE (A/C, No, Ext): 877.637.9700	FAX (A/C, No): 877.251.5111
	EMAIL ADDRESS: info@trustrms.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ACE American Insurance Company	
	NAIC # 22667	
<b>INSURED</b> Lakeasha Garner 223 Bedford Avenue#1009 Brooklyn, NY 11211	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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						EACH OCCURRENCE	\$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS-COMP/OP AGG	\$
	OTHER:							
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per Person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
	<b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> Y / N						PER STATUTE	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/>	N / A					E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Psychologist's Professional Liability	Y		68G28431880	06/27/2018	06/27/2019	Each Incident Annual Aggregate	\$1,000,000 \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required):

## CERTIFICATE HOLDER

## CANCELLATION

Additional Insured C.H.E Psychological Services, P.C/Psychological Health Services, P.C 3512 Quentin Road Brooklyn, NY, 11234	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

