

THIS IS A CLAIMS MADE POLICY WITH COSTS AND EXPENSES INCLUSIVE WITHIN THE "LIMIT OF LIABILITY", (AS SET FORTH IN ITEMS 2 AND 3 OF THE DECLARATIONS) AND IS EXCESS OF "UNDERLYING AMOUNTS" (AS SET FORTH IN THE ATTACHED SCHEDULE OF UNDERLYING AMOUNTS), WHICH REQUIRE THAT COSTS AND EXPENSES ARE PAID BY THE INSURED IN ADDITION TO THE AMOUNTS SPECIFIED.

THIS IS A STAND ALONE EXCESS LIABILITY POLICY. THE TERMS AND CONDITIONS OF THIS POLICY MAY NOT BE CONSISTENT WITH THE TERMS AND CONDITIONS OF ANY POLICY WHICH THE INSURED MAY OBTAIN IN RESPECT OF ALL OR ANY PART OF THE UNDERLYING AMOUNTS.

**THIS POLICY REQUIRES THE NAMED INSURED TO BEAR FINANCIAL RESPONSIBILITY**

**N.B.** Please read this Policy carefully, particularly the REPORTING AND CLAIMS HANDLING CONDITION, as non-compliance with this Condition may affect the coverage afforded by this Policy.

The Underwriters subscribing to this Policy (hereinafter referred to as "Underwriters") agree with the INSURED named in the Declarations, made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the Proposal/Application and subject to the terms, Declarations, Insuring Agreements, Definitions, Exclusions, Reporting and Claims Handling Condition and Other Conditions of this Policy that:-

**INSURING AGREEMENTS**

**1. COVERAGE**

In the event that a claim or claims are first made, in writing, against the INSURED during the period of this Policy, and notified in accordance with the Reporting and Claims Handling Condition of this Policy, and provided such claim or claims arise from a LOSS or MEDICAL INCIDENT happening on or after the Retroactive Date, being the date set forth in Item 6 of the Declarations, Underwriters will indemnify the INSURED for that amount of the ULTIMATE NET SUM PAYABLE which the INSURED shall be legally obligated to pay as damages:-

**(I) General Liabilities**

by reason of the liability imposed upon the INSURED by law, or assumed by the INSURED under contract or agreement, on account of:-

- (a) PERSONAL INJURIES,
- (b) PROPERTY DAMAGE,
- (c) ADVERTISING INJURY,

resulting from such LOSS, or

**(II) Medical Professional Liability**

because of injury caused by such MEDICAL INCIDENT,

but only such PERSONAL INJURIES, PROPERTY DAMAGE and ADVERTISING INJURY resulting from such LOSS, or injury caused by such MEDICAL INCIDENT, as respects the claim or claims that are first made, in writing, against the INSURED during the period of this Policy, and notified in accordance with the Reporting and Claims Handling Condition of this Policy.

In the event that the INSURED, in accordance with the Reporting and Claims Handling Condition of this Policy, gives notice of:-

- (i) a claim first made, in writing, against the INSURED during the period of this Policy or during the Extended Reporting Period of this Policy, arising out of a LOSS or MEDICAL INCIDENT, or
- (ii) a CIRCUMSTANCE,

then the INSURED and Underwriters agree that any subsequent claim which is made, in writing, against the INSURED, arising out of the same LOSS or MEDICAL INCIDENT for which notice of such claim or CIRCUMSTANCE has been given, shall be deemed to have been first made, in writing, against the INSURED during the period of this Policy.

## **2. UNDERLYING AMOUNTS**

Underwriters shall only be liable in excess of the amounts as stated in the attached Schedule of Underlying Amounts (hereinafter referred to as the "Underlying Amounts"). Underwriters shall have no obligation to indemnify the INSURED unless and until the amount set forth in the attached Schedule of Underlying Amounts, as applicable to any LOSS or MEDICAL INCIDENT, has been exhausted by the actual payment of damages in respect of such LOSS or MEDICAL INCIDENT.

The Underlying Amounts shall only be reduced or exhausted by the payment of actual damages which would, except for the amount thereof, be insured by this Policy and the INSURED shall, in addition thereto, bear all costs and expenses incurred up until such time as the Underlying Amounts are exhausted. Any forgiveness by the INSURED of outstanding charges for goods or services shall also be borne by the INSURED in addition to the Underlying Amounts.

Underwriters agree that the INSURED may obtain insurance in respect of all or any part of the Underlying Amounts and the costs and expenses in addition thereto, but this Policy shall not in any way be construed to be subject to the terms, definitions, conditions and limitations of such insurance nor shall Underwriters contribute with such insurance in the event that such insurance covers PERSONAL INJURIES, PROPERTY DAMAGE and ADVERTISING INJURY resulting from a LOSS, or injury caused by a MEDICAL INCIDENT, also covered by this Policy.

## **3. LIMIT OF LIABILITY OF THIS POLICY**

Regardless of the number of persons and organisations who are insured under this Policy and regardless of the number of claims made and suits brought in connection therewith, the total limit of Underwriters' liability in respect of each LOSS or MEDICAL INCIDENT shall not exceed that amount of the ULTIMATE NET SUM PAYABLE as stated in Item 2 of the Declarations but subject always to the limit as stated in Item 3 of the Declarations in the aggregate for each ANNUAL PERIOD during the period of this Policy.

Subject always to Exclusion (I) i) of this Policy, in the event that coverage is afforded by this Policy in respect of the AUTOMOBILE LIABILITY HAZARD, AIRCRAFT LIABILITY HAZARD or WATERCRAFT LIABILITY HAZARD, such hazards shall not be subject to such aggregate limit of liability as stated in Item 3 of the Declarations.

In the event of any claim or claims first made, in writing, against the INSURED during the period of this Policy where the INSURED is seeking indemnification for both a LOSS and a MEDICAL INCIDENT, under **Coverage (I) - General Liabilities** and **Coverage (II) - Medical Professional Liability** respectively, which are attributable to the same event or interrelated events, it is understood and agreed that nothing contained herein shall be construed to increase Underwriters' limit of liability beyond the amount set forth in Item 2 of the Declarations.

In the event of reduction or exhaustion of any Underlying Amount for which an aggregate is stated, this Policy, subject to its terms, Declarations, Insuring Agreements, Definitions, Exclusions, Reporting and Claims Handling Condition and Other Conditions, shall:-

- 1) in the event of reduction pay the excess of such reduced Underlying Amount,
- 2) in the event of exhaustion apply in place of the exhausted Underlying Amount subject always to the terms, Declarations, Insuring Agreements, Definitions, Exclusions, Reporting and Claims Handling Condition and Other Conditions of this Policy.

### **DEFINITIONS**

This Policy is subject to the following definitions:-

#### **1. INSURED**

Only the following are included in the definition of "INSURED" under this Policy:-

- (A) the NAMED INSURED, being the licensed or accredited health care facility or provider designated in Item 1(a) of the Declarations, and the NAMED INSURED shall also include, until such time as they may be sold or otherwise disposed of in any manner by, or become unaffiliated with, the NAMED INSURED:-
  - (i) all related entities designated in Item 1(c) of the Declarations; provided that for the NAMED INSURED to include any partnership or joint venture, such partnership or joint venture is specifically designated as such in Item 1(c) of the Declarations;
  - (ii) any new related entity which is created or acquired by or becomes affiliated with the NAMED INSURED subsequent to the inception date of this Policy, but coverage hereunder will not apply:-
    - (a) to PERSONAL INJURIES, PROPERTY DAMAGE or ADVERTISING INJURY which is as a result of a LOSS, or injury caused by a MEDICAL INCIDENT, happening prior to the date of such creation, acquisition or affiliation,
    - (b) for a period greater than sixty days from the date of such creation, acquisition or affiliation.

However, if the NAMED INSURED shall give Underwriters notice of any such created, acquired or affiliated entity within the aforesaid period of sixty days and the NAMED INSURED shall:-

- i) pay any additional premium, and
- ii) accept such terms,

as may be required by Underwriters, then this Policy shall continue to apply to such created, acquired or affiliated entity;

- (B) any member or partner of a joint venture or partnership specifically designated as such in Item 1(a) or 1(c) of the Declarations, but only with respect to such member's or partner's liability arising out of such designated joint venture or partnership;
- (C) under **Coverage (I) - General Liabilities** only, any person or entity to whom the NAMED INSURED is contractually obligated to provide such coverage as is afforded by this Policy;
- (D) any organisation or proprietor with respect to real estate management for the NAMED INSURED;
- (E) any partner, executive officer, hospital administrator, member of a NAMED INSURED which is a not-for-profit corporation, stockholder or member of the board of directors, trustees or governors of the NAMED INSURED, whilst acting within the scope of their duties as such;
- (F) any student or volunteer of the NAMED INSURED, whilst acting within the scope of that person's duties as such;
- (G) any EMPLOYEE of the NAMED INSURED, except an intern, resident or a licensed physician acting as such, whilst acting within the scope of the EMPLOYEE's duties as such;
- (H) any intern or resident who is an EMPLOYEE of the NAMED INSURED, whilst rendering, or failing to render, PROFESSIONAL HEALTH CARE SERVICES at the FACILITIES OF THE NAMED INSURED, but only whilst acting within the scope of that person's duties as such;
- (I) any licensed physician, acting as such, who is an EMPLOYEE of the NAMED INSURED, under a written employment contract or whose status as an EMPLOYEE can be verified by other documents existing at the time of rendering, or failing to render, PROFESSIONAL HEALTH CARE SERVICES, but only with respect to PROFESSIONAL HEALTH CARE SERVICES rendered, or failing to be rendered, at the FACILITIES OF THE NAMED INSURED and within the scope of the employed physician's duties as such;
- (J) any member of a formal accreditation, standards review or similar professional board or committee of the NAMED INSURED, or any person charged with the duty of executing the directives of such professional board or committee, or any person communicating information to such professional board or committee; but only whilst acting within the scope of that member's or person's duties as such;
- (K) any person referred to in (E) through (J) above, whilst performing GOOD SAMARITAN ACTS;

- (L) any person who, at the time of a LOSS or a MEDICAL INCIDENT happening, would have qualified as an INSURED under sub-paragraphs (E) through (K) above had this Policy been in force at the time of such LOSS or MEDICAL INCIDENT; provided always that such LOSS or MEDICAL INCIDENT happened on or after the Retroactive Date, being the date set forth in Item 6 of the Declarations.

## 2. **PERSONAL INJURIES**

The words "PERSONAL INJURIES", wherever used in this Policy, mean:-

- a) physical injury (including death at any time resulting therefrom), mental injury, mental illness, mental anguish, emotional upset, shock, sickness, disease or disability;
- b) false arrest, false imprisonment, wrongful eviction, detention or malicious prosecution;
- c) libel, slander, defamation of character or any invasion of right of privacy, unless arising out of any advertising activities.

## 3. **PROPERTY DAMAGE**

The words "PROPERTY DAMAGE", wherever used in this Policy, mean:-

- a) physical injury to or destruction of tangible property including the loss of use thereof resulting therefrom;
- b) loss of use of tangible property which has not been physically injured or destroyed.

## 4. **ADVERTISING INJURY**

The words "ADVERTISING INJURY", wherever used in this Policy, mean injury arising out of an offense committed in the course of the INSURED's advertising activities, if such injury arises out of:-

- a) libel, slander or defamation;
- b) infringement of copyright or of title or of slogan;
- c) piracy or unfair competition or idea misappropriation under an implied contract;
- d) invasion of right of privacy.

## 5. **MEDICAL INCIDENT**

The words "MEDICAL INCIDENT", wherever used in this Policy, mean any act, error or omission in the rendering of, or failure to render, PROFESSIONAL HEALTH CARE SERVICES at the FACILITIES OF THE NAMED INSURED.

All related acts, errors or omissions in the rendering of, or failures to render, PROFESSIONAL HEALTH CARE SERVICES to any one person shall be considered one MEDICAL INCIDENT.

If a MEDICAL INCIDENT arises from a series of related PROFESSIONAL HEALTH CARE SERVICES, such MEDICAL INCIDENT will be deemed to have happened at the time of the first act, error or omission which causes injury in respect of which the INSURED may be legally obligated to pay damages.

**6. LOSS**

The word "LOSS", wherever used in this Policy, means an accident, including continuous or repeated exposure to the same general harmful conditions, but LOSS shall not include a MEDICAL INCIDENT.

**7. CIRCUMSTANCE**

The word "CIRCUMSTANCE", wherever used in this Policy, means a LOSS, or a MEDICAL INCIDENT, happening on or after the Retroactive Date, being the date set forth in Item 6 of the Declarations, but prior to the expiration date of this Policy, which, although it has not yet resulted in a claim or claims being made, in writing, against the INSURED for damages on account of PERSONAL INJURIES, PROPERTY DAMAGE or ADVERTISING INJURY as respects such LOSS, or injury caused by such MEDICAL INCIDENT, appears likely to the INSURED to result in a claim or claims being made against the INSURED at some future date.

**8. PROFESSIONAL HEALTH CARE SERVICES**

The words "PROFESSIONAL HEALTH CARE SERVICES", wherever used in this Policy, mean:-

- (a) services performed by an INSURED at the FACILITIES OF THE NAMED INSURED in the treatment and/or care of any patient, and shall include:-
  - (i) medical, surgical, dental, nursing, or other professional care or services to any person including the person inflicting the injury;
  - (ii) the furnishing of food, beverages, medications or appliances in connection with such services;
  - (iii) the furnishing or dispensing of drugs, blood, blood products and medical, surgical, or dental supplies and appliances;
  - (iv) the handling of, or performing post-mortem examinations on, human bodies;
  - (v) education and training conducted by an INSURED which results in injury caused or alleged to have been caused by a deficiency or defect in the education or training of any person by the INSURED;
  - (vi) research and development conducted by an INSURED which results in injury caused or alleged to have been caused by a deficiency or defect in the conduct or the reported results of such research or development; or
- (b) service by an INSURED, as a member of a formal accreditation, standards review or similar professional board or committee of the NAMED INSURED, or whilst charged with the duty of executing the directives of such professional board or committee, or whilst communicating information to such professional board or committee.

**9. PATIENT**

The word "PATIENT", wherever used in this Policy, means any person or human body at or in the course of transit to or from the FACILITIES OF THE NAMED INSURED for the purpose of receiving those PROFESSIONAL HEALTH CARE SERVICES described in sub-paragraph (a) of Definition 8.

**10. EMPLOYEE**

The word "EMPLOYEE", wherever used in this Policy, means:-

- (i) any individual, other than a licensed physician, who has been hired by the NAMED INSURED to perform services either on a full time or part time basis and to whom wages or salary are paid and on whose behalf federal, state or local taxes are withheld and for whom benefits are provided pursuant to the applicable workers' compensation law; or
- (ii) a licensed physician employed by the NAMED INSURED under a written contract of employment or whose status as an employee can be verified by other documents existing at the time PROFESSIONAL HEALTH CARE SERVICES are rendered, or fail to be rendered, by such licensed physician at the FACILITIES OF THE NAMED INSURED.

**11. MANAGED FACILITIES**

The words "MANAGED FACILITIES", wherever used in this Policy, mean any hospital or other facility, providing PROFESSIONAL HEALTH CARE SERVICES, which is not a NAMED INSURED, to which the INSURED provides any management, administrative or supervisory services whether pursuant to contract or otherwise.

**12. FACILITIES OF THE NAMED INSURED**

The words "FACILITIES OF THE NAMED INSURED", wherever used in this Policy, mean all locations at which PROFESSIONAL HEALTH CARE SERVICES are rendered, or fail to be rendered, by any INSURED, acting within the scope of that person's duties to the NAMED INSURED, pursuant to the express direction or authority of the NAMED INSURED, or as GOOD SAMARITAN ACTS. Such locations may include remote offices or clinics owned or leased by the NAMED INSURED, the residence of any PATIENT or the site of an accident, medical crisis or disaster.

However, except as respects GOOD SAMARITAN ACTS, FACILITIES OF THE NAMED INSURED shall not include the premises of any hospital, clinic, physician office, residential nursing facility or health care provider which is not owned or leased by the NAMED INSURED.

**13. GOOD SAMARITAN ACTS**

The words "GOOD SAMARITAN ACTS", wherever used in this Policy, mean those services performed by the INSURED in rendering, or failing to render, without remuneration, emergency treatment at the scene of an accident, medical crisis or disaster.

#### **14. ULTIMATE NET SUM PAYABLE**

The words "ULTIMATE NET SUM PAYABLE", wherever used in this Policy, mean the total sum the INSURED is obligated to pay, either through adjudication or compromise, as damages in respect of any LOSS or MEDICAL INCIDENT that would, in accordance with the terms, Declarations, Insuring Agreements, Definitions, Exclusions, Reporting and Claims Handling Condition and Other Conditions of this Policy, be covered by this Policy including investigation, adjustment, appraisal, legal, appeal and defense costs paid or incurred by the INSURED or paid or incurred by Underwriters on behalf of the INSURED.

The following shall not be included within the meaning of ULTIMATE NET SUM PAYABLE:-

- (a) such costs and any other expenses which the INSURED or any insurer has paid or incurred or is obligated to pay as respects the Underlying Amounts;
- (b) salaries or other remuneration of the INSURED's or any insurers' employees.

#### **15. PRODUCTS LIABILITY HAZARD**

The words "PRODUCTS LIABILITY HAZARD", wherever used in this Policy, mean PERSONAL INJURIES and PROPERTY DAMAGE arising out of the INSURED's PRODUCTS or reliance upon a representation or warranty made at any time with respect thereto, but only if the PERSONAL INJURIES or PROPERTY DAMAGE occurs away from premises owned by or rented to the NAMED INSURED and after physical possession of such products has been relinquished to others.

However, the PRODUCTS LIABILITY HAZARD shall not include any injury resulting from PROFESSIONAL HEALTH CARE SERVICES rendered, or failing to be rendered, to any PATIENT.

#### **16. INSURED'S PRODUCTS**

The words "INSURED'S PRODUCTS", wherever used in this Policy, mean goods or products manufactured, sold, handled or distributed by the INSURED or by others trading under their name, including any container thereof (other than a vehicle) but "INSURED'S PRODUCTS" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold.

#### **17. COMPLETED OPERATIONS LIABILITY HAZARD**

The words "COMPLETED OPERATIONS LIABILITY HAZARD", wherever used in this Policy, mean PERSONAL INJURIES and PROPERTY DAMAGE arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the PERSONAL INJURIES or PROPERTY DAMAGE occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the INSURED.

"Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:-

- (a) when all operations to be performed by or on behalf of the INSURED under the contract have been completed,

- (b) when all operations to be performed by or on behalf of the INSURED at the site of the operations have been completed,
- (c) when the portion of the work out of which the PERSONAL INJURIES or PROPERTY DAMAGE arises has been put to its intended use by any person or organisation other than another contractor or sub-contractor engaged in performing operations for a principal as a part of the same project.

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

The COMPLETED OPERATIONS LIABILITY HAZARD shall not include:-

- (i) PERSONAL INJURIES or PROPERTY DAMAGE arising out of:-
  - (a) operations in connection with the transportation of property, unless the PERSONAL INJURIES or PROPERTY DAMAGE arises out of a condition in or on a vehicle created by the loading or unloading thereof,
  - (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (ii) any injury resulting from PROFESSIONAL HEALTH CARE SERVICES.

#### **18. EMPLOYERS LIABILITY HAZARD**

The words "EMPLOYERS LIABILITY HAZARD", wherever used in this Policy, mean those PERSONAL INJURIES, as defined in sub-paragraph (a) of Definition 2, sustained by any EMPLOYEE in the course of their employment by the INSURED, but shall not include any injury sustained by an EMPLOYEE as a recipient of PROFESSIONAL HEALTH CARE SERVICES rendered, or failing to be rendered, by any other INSURED.

#### **19. AUTOMOBILE LIABILITY HAZARD**

The words "AUTOMOBILE LIABILITY HAZARD", wherever used in this Policy, mean liability arising out of the maintenance, operation or use of any AUTOMOBILE by the INSURED, other than the loading or unloading of any PATIENT into, onto or from, or PROFESSIONAL HEALTH CARE SERVICES rendered, or failing to be rendered, within, any AUTOMOBILE.

#### **20. AUTOMOBILE**

The word "AUTOMOBILE", wherever used in this Policy, means any land motor vehicle, trailer or semi-trailer, designed for use on public roads.

#### **21. AIRCRAFT LIABILITY HAZARD**

The words "AIRCRAFT LIABILITY HAZARD", wherever used in this Policy, mean liability arising out of the maintenance, operation or use of any aircraft, other than the loading or unloading of any PATIENT into, onto or from, or PROFESSIONAL HEALTH CARE SERVICES rendered, or failing to be rendered, aboard, any aircraft.

**22. HELIPAD LIABILITY HAZARD**

The words "HELIPAD LIABILITY HAZARD", wherever used in this Policy, mean liability arising out of the maintenance, operation or use of any helipad, other than the loading or unloading of any PATIENT, or PROFESSIONAL HEALTH CARE SERVICES rendered, or failing to be rendered, at such helipad.

**23. WATERCRAFT LIABILITY HAZARD**

The words "WATERCRAFT LIABILITY HAZARD", wherever used in this Policy, mean liability arising out of the maintenance, operation or use of any watercraft, other than the loading or unloading of any PATIENT into, onto or from, or PROFESSIONAL HEALTH CARE SERVICES rendered, or failing to be rendered, aboard, any watercraft.

**24. ANNUAL PERIOD**

The words "ANNUAL PERIOD", wherever used in this Policy, mean the period set forth in Item 4 of the Declarations.

**EXCLUSIONS****(I) As respects Coverage (I) - General Liabilities, this Policy shall not apply to any claim or claims:-**

- a) arising out of any obligation for which the INSURED and any company as their insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law or any similar law, provided, however, that this Exclusion does not apply to liability of others assumed by the NAMED INSURED under contract or agreement;
- b) relating to PROPERTY DAMAGE to property owned by, or leased by others to, the INSURED;
- c) relating to loss of use of tangible property which has not been physically injured or destroyed resulting from:-
  - (1) a delay in or lack of performance by or on behalf of the INSURED of any contract or agreement, or
  - (2) the failure of the INSURED'S PRODUCTS or work performed by or on behalf of the INSURED to meet the level of performance, quality, fitness or durability warranted or represented by the INSURED, but this Exclusion shall not apply to loss of use of other tangible property resulting from the sudden and accidental physical damage to or destruction of the INSURED'S PRODUCTS or work performed by or on behalf of the INSURED after such products or work have been put to use by any person or organisation other than the INSURED;
- d) relating to PROPERTY DAMAGE to the INSURED'S PRODUCTS arising out of such products or any part of such products;

- e) relating to PROPERTY DAMAGE to work performed by or on behalf of the INSURED arising out of such work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- f) arising out of the withdrawal, inspection, repair, replacement, or loss of use of the INSURED'S PRODUCTS or work completed by or for the INSURED or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use;
- g) relating to ADVERTISING INJURY as a consequence of:-
  - (1) failure of performance of contract, but this Exclusion does not apply to the unauthorised appropriation of ideas based upon alleged breach of an implied contract, or
  - (2) infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised, or
  - (3) incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;
- h) relating to the Human Immunodeficiency Virus (HIV); the Acquired Immune Deficiency Syndrome Related Complex (ARC); the Acquired Immune Deficiency Syndrome (AIDS); or any virus, complex or syndrome that is related to the foregoing;
- i) relating to the EMPLOYERS LIABILITY HAZARD, AUTOMOBILE LIABILITY HAZARD, AIRCRAFT LIABILITY HAZARD, HELIPAD LIABILITY HAZARD or WATERCRAFT LIABILITY HAZARD, except this Exclusion shall not apply to each such hazard for which a specific Underlying Amount is scheduled in the attached Schedule of Underlying Amounts;
- j) made against any INSURED by any other INSURED hereunder, but this Exclusion shall not apply:-
  - (1) to PERSONAL INJURIES sustained by any EMPLOYEE in the course of their employment by the INSURED;
  - (2) subject always to Exclusion (III) d), to students or voluntary workers but only as respects claims made by said students or voluntary workers against a NAMED INSURED;
- k) relating to any PERSONAL INJURIES, PROPERTY DAMAGE or ADVERTISING INJURY resulting from the rendering of, or failing to render, PROFESSIONAL HEALTH CARE SERVICES;

**(II) As respects Coverage (II) - Medical Professional Liability, this Policy shall not apply to any claim or claims:-**

- a) arising out of any obligation for which the INSURED and any company as their insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law or any similar law;
- b) arising out of any liability of others assumed by the INSURED under contract or agreement; but this Exclusion shall not apply to any liability which in the absence of such contract or agreement would otherwise have been insured by this Policy;
- c) made against any licensed physician unless such claim or claims arise out of PROFESSIONAL HEALTH CARE SERVICES rendered, or failing to be rendered, by such physician acting within the scope of their duties as an INSURED under this Policy;
- d) made against any INSURED, except the NAMED INSURED, arising out of the acts, errors or omissions of any person employed by such INSURED, unless such person is also an INSURED under this Policy;
- e) made against any INSURED arising out of any MEDICAL INCIDENT which results from the rendering of, or failing to render, PROFESSIONAL HEALTH CARE SERVICES by such INSURED whilst under the influence of alcohol or drugs;
- f) arising out of a "Wrongful Act";

The words "Wrongful Act", where used in this Exclusion, mean any actual or alleged negligent act, error, omission, misstatement, misleading statement, neglect or breach of duty by the "Directors or Officers", individually or collectively, in the discharge of their duties solely in their capacity as "Directors or Officers" of the NAMED INSURED.

The words "Directors or Officers", wherever used in this Exclusion, mean any partner, executive officer, hospital administrator, member of a NAMED INSURED which is a not-for-profit corporation, stockholder or member of the board of directors, trustees or governors of the NAMED INSURED.

- g) relating to the PRODUCTS LIABILITY HAZARD, COMPLETED OPERATIONS LIABILITY HAZARD, EMPLOYERS LIABILITY HAZARD, AUTOMOBILE LIABILITY HAZARD, AIRCRAFT LIABILITY HAZARD, HELIPAD LIABILITY HAZARD or WATERCRAFT LIABILITY HAZARD;
- h) made against any INSURED by any other INSURED hereunder, but this Exclusion shall not apply to injury sustained by any INSURED as a recipient of PROFESSIONAL HEALTH CARE SERVICES rendered, or failing to be rendered, by any other INSURED;
- i) relating to any injury unless caused by a MEDICAL INCIDENT;

**(III) As respects both Coverage (I) - General Liabilities and Coverage (II) - Medical Professional Liability, this Policy shall not apply to any claim or claims:-**

- a) arising out of the conduct of any partnership or joint venture of which the INSURED is a partner or member and which is not specifically designated in this Policy as a NAMED INSURED;
- b) for fines, penalties, punitive damages or exemplary damages;
- c) arising out of the violation of any statute, law, ordinance or regulation prohibiting discrimination or humiliation because of race, creed, color, national origin, religion, age or sex;
- d) arising out of any liability of the INSURED directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority, but this Exclusion shall not apply to PERSONAL INJURIES, PROPERTY DAMAGE or ADVERTISING INJURY as a result of a LOSS, or injury caused by a MEDICAL INCIDENT, happening in the United States of America, its territories or possessions, or Canada;
- e) made against any INSURED by any present or former student, trainee, intern or resident arising out of:-
  - (1) the granting of or failure to grant any diploma, degree, certificate, award, qualification, reference or recommendation by an INSURED; or
  - (2) any wrongful or inadequate training or instruction provided by the INSURED;
- f) made against any INSURED arising out of any MANAGED FACILITIES;
- g) made against any INSURED as owner, proprietor, superintendent or executive officer of any hospital, sanitarium, dispensary or clinic with bed and board facilities, laboratory or other business enterprise, which is not the NAMED INSURED;
- h) relating to asbestos;
- i)
  - (1) relating to any liability arising out of the actual, alleged or threatened discharge, dispersal, release or escape of "Pollutants"; but this Exclusion shall not apply to PERSONAL INJURIES sustained by any PATIENT;
  - (2) relating to any liability to test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize "Pollutants", whether or not any of the foregoing are or should be performed by the INSURED or by others;

The word "Pollutants", wherever used in this Exclusion, means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

- j) relating to PERSONAL INJURIES, PROPERTY DAMAGE or ADVERTISING INJURY which results from a LOSS, or injury caused by a MEDICAL INCIDENT, happening prior to the Retroactive Date, being the date set forth in Item 6 of the Declarations;
- k) arising out of or relating to any LOSS, MEDICAL INCIDENT or CIRCUMSTANCE notified to any insurer or attached to any insurance policy effected prior to the inception date of this Policy.
- l) made against any INSURED as a result of PERSONAL INJURIES, PROPERTY DAMAGE or ADVERTISING INJURY expected or intended by such INSURED, but this Exclusion shall not apply in respect of those PERSONAL INJURIES resulting from the use of reasonable force to protect any person or property from injury or damage.

### **REPORTING AND CLAIMS HANDLING CONDITION**

It is a condition of the INSURED's right to indemnity under this Policy that the INSURED comply with the claims reporting and handling requirements of this Policy.

#### **1. Notice**

##### **(A) Loss Summaries Bordereau**

**Subject always to the terms, Declarations, Insuring Agreements, Definitions, Exclusions, this Reporting and Claims Handling Condition and Other Conditions of this Policy**, to effect coverage under this Policy in respect of any Claim or CIRCUMSTANCE, and allow for the reduction or exhaustion of the applicable Underlying Amount for which an aggregate is stated, written notice of such Claim or CIRCUMSTANCE should be sent, by registered or certified mail, during the period of this Policy, **but in no event later than sixty days after the expiration date of this Policy**.

Notice of such Claims and CIRCUMSTANCES should be sent, using the attached Loss Summaries Bordereau (Exhibit A), to the entity designated in Item 10 of the Declarations (hereinafter referred to as Underwriters' Representative).

The INSURED shall submit a supplemental Loss Summaries Bordereau to Underwriters' Representative annually thereafter, reflecting new information, or the lack thereof, until all liability under this Policy has been satisfied.

If the INSURED have exercised their right to the Extended Reporting Period, as provided for by Conditions F or G of this Policy, then such written notice must be sent prior to the expiration of such Extended Reporting Period.

In the event that such written notice is sent, as aforesaid, within such period of sixty days after the expiration date of this Policy, or during the Extended Reporting Period, such notice shall be deemed to have been sent on the last day of the period of this Policy.

It is noted that, unless a CIRCUMSTANCE meets the criteria set forth in sub-paragraphs (B)(i), (ii) or (iii) below, notice of a CIRCUMSTANCE under this Policy is an **option for the INSURED** and not an obligation.

## (B) Individual Loss Advice Forms

In addition to the written notice of any such Claim or CIRCUMSTANCE, as specified in the preceding paragraphs, the INSURED shall promptly submit to Underwriters' Representative detailed written information regarding each Claim or CIRCUMSTANCE that meets one or more of the following criteria during the period of this Policy:-

- (i) those reserved by the INSURED, or any insurer, for an amount equal to or greater than fifty percent of the Underlying Amount applicable to such Claim or CIRCUMSTANCE;
- (ii) those involving any of the following injuries or omissions of which the INSURED becomes aware:-
  - a) death,
  - b) brain damage or neurological deficit,
  - c) paralysis or nerve injury,
  - d) total or partial loss of limb(s), or loss of the use of limb(s),
  - e) impairment or loss of sight, hearing, taste, touch or smell,
  - f) failure to diagnose resulting in radiation therapy, chemotherapy or other continuous treatment,
  - g) Human Immunodeficiency Virus (HIV), Acquired Immune Deficiency Related Complex (ARC), Acquired Immune Deficiency Syndrome (AIDS) or any related virus, complex or syndrome;
- (iii) those about which the INSURED has information reasonably to believe may, assuming liability, involve this Policy.

This additional information must be submitted to Underwriters' Representative using the attached Loss Advice Form. A supplemental Loss Advice Form must be submitted at least every six months for those Claims and CIRCUMSTANCES on which notice has been given, highlighting new information, or the lack thereof.

In the event of any Claim or CIRCUMSTANCE for which notice has been given using a Loss Summaries Bordereau and which, at the time of such notice, did not meet the criteria set forth in sub-paragraphs (B)(i), (ii) or (iii) above, should such Claim or CIRCUMSTANCE subsequently meet such criteria, the INSURED shall promptly submit a Loss Advice Form for such Claim or CIRCUMSTANCE.

## 2. **Claim**

**As used in this Reporting and Claims Handling Condition only**, the word "Claim" means:-

- i) any claim first made, in writing, against the INSURED during the period of this Policy, or during any Extended Reporting Period as provided for by Conditions F and G of this Policy;

- ii) any demand for compensation or services first made, in writing, by any person against the INSURED during the period of this Policy, or during any Extended Reporting Period as provided for by Conditions F and G of this Policy;

### **3. Defense, Settlement and Co-operation**

Underwriters have no obligation, and shall not be called upon, to assume charge of the investigation, defense or settlement of any Claim or CIRCUMSTANCE, but Underwriters shall have the right and shall be afforded the opportunity to associate with the INSURED in the control and defense of any Claim or CIRCUMSTANCE involving this Policy or the Underlying Amounts.

The INSURED and the Underwriters' Representative shall consult and concur in the selection of counsel to defend any Claim which is first made, in writing, against the INSURED during the period of this Policy, or during any Extended Reporting Period as provided for by Conditions F and G of this Policy, and which may involve this Policy or the Underlying Amounts. The INSURED and their defense counsel shall co-operate with the Underwriters' Representative and afford him access to defense counsel files and the opportunity to discuss the status, evaluation and strategy with defense counsel.

The INSURED agrees to act in good faith and with reasonable care to avoid damages exceeding the Underlying Amounts. When it appears that the amount of settlement or judgment on any Claim may involve the Limit of Liability of this Policy, the INSURED will immediately inform the Underwriters' Representative, who will be afforded the opportunity to participate directly in settlement negotiations.

### **4. Claims Review**

The Underwriters' Representative shall conduct a review, on behalf of Underwriters, of the INSURED's Claims and claims handling procedures.

This review shall be carried out at such times as specified by Underwriters, and will normally include a visit to the INSURED's claims operation. The INSURED shall afford the Underwriters' Representative full co-operation and make available all information required by the Underwriters' Representative. The INSURED shall also allow the Underwriters' Representative such access to the INSURED's records and personnel as may be necessary.

Loss Advice Forms and interim Loss Summaries Bordereaux should be submitted to the Underwriters' Representative by the INSURED prior to each such review by Underwriters' Representative.

Underwriters may waive any of the reporting requirements contained in this Policy which Underwriters determine to be unduly burdensome upon the INSURED. Underwriters may also request additional or alternative information, which shall be supplied by the INSURED.

The INSURED agrees that the availability of full information is material to the risk undertaken by Underwriters and is essential to the coverage afforded by this Policy.

## **OTHER CONDITIONS**

This Policy is subject to the following additional Conditions:-

### **A. PREMIUM**

Unless otherwise provided for, the premium for this Policy, as set forth in Item 11 of the Declarations, is a flat premium and not subject to adjustment except as provided in Definition 1(A)(ii)(b) and Condition N of this Policy.

### **B. INSPECTION AND AUDIT**

Underwriters shall be permitted, but not obligated, to inspect the INSURED's property and operations at any time. Neither Underwriters' right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the INSURED or others, to determine or warrant that such property or operations are safe.

Underwriters may examine and audit the INSURED's books and records at any time as far as they relate to the subject matter of this insurance or the Underlying Amounts.

### **C. JCAHO ACCREDITATION**

It is a condition of the coverage afforded under this Policy that the health care facilities of the NAMED INSURED shall be accredited by the Joint Commission on Accreditation of Healthcare Organisations ("JCAHO"). The INSURED hereby warrant that they are accredited by JCAHO, either fully and unconditionally or subject to one or more contingencies, as of the inception date of this Policy.

If during the period of this Policy the INSURED's accreditation status is altered by withdrawal, revocation, denial, suspension, non-renewal, lapse, whether such alteration represents a final decision by the JCAHO or involves or results from the INSURED's voluntary relinquishment of their accreditation status, the INSURED shall give written notice of such change to Underwriters within thirty days of its becoming effective, such notice to be given as provided in Item 5 of the Declarations.

Following receipt of such notice, Underwriters may elect, at their sole option, to revise any terms, Insuring Agreements, Definitions, Exclusions, Reporting and Claims Handling Condition or Other Conditions of this Policy with effect from such date. Such action does not waive Underwriters' option to invoke the provisions of Condition N of this Policy.

### **D. MAINTENANCE OF TRUST FUND OR OTHER SECURITY**

The INSURED shall maintain any trust fund or other security as described in the INSURED's Proposal / Application. Payment from such trust fund or other security shall be used solely for the payment of damages and expenses within the terms of any Self Insurance Program as described in the INSURED's Proposal/Application. Such trust fund or other security shall not be liquidated, reduced or otherwise disbursed for any other purpose without the express written consent of Underwriters, such consent not to be unreasonably withheld.

Nothing contained herein shall be construed to amend the provisions of any Insuring Agreement or Condition of this Policy.

**E. INCORPORATION OF PROPOSAL/APPLICATION**

The INSURED agree that the statements contained in the Proposal / Application attached to this Policy, and underwriting information submitted therewith, are their representations, that such representations are material to the risk undertaken by Underwriters, and this Policy is issued and continued in force by Underwriters in reliance upon the accuracy of such representations. The Proposal / Application attached hereto is incorporated in and constitutes a part of this Policy, which Policy, together with the underwriting information submitted with the Proposal / Application, contains the entire agreement between the INSURED and Underwriters, the terms of which shall not be modified or waived except on the express written authority of Underwriters.

**F. EXTENDED REPORTING PERIOD**

**Cancellation, non-renewal or imposition of exclusion(s) by Underwriters**

In the event that Underwriters:-

- a) cancel or refuse to renew this Policy for reasons other than the INSURED's non-payment of premium or non-compliance with the terms or conditions of this Policy, or
- b) agree to the renewal or replacement of this Policy but require to impose exclusion(s) that are not contained in this Policy,

then the INSURED shall have the right to extend the coverage granted by this Policy for a further period of thirty-six months. However this Condition F shall only apply:-

- i) to claims first made, in writing, against the INSURED during the aforesaid thirty-six month period, and notified in accordance with the Reporting and Claims Handling Condition of this Policy, that result from a LOSS, or a MEDICAL INCIDENT, happening prior to the date on which said thirty-six month period commenced, and
- ii) in the event the INSURED exercise their right of extension for b) above, to the coverage that has been excluded by virtue of such Exclusion(s).

For the purposes of this Condition F a change in premium, terms, conditions or exclusions shall not constitute a refusal to renew.

The refusal to renew by any Co-Insuring Underwriter shall not constitute a refusal to renew on the part of any Underwriter who has offered renewal of this Policy.

This right of extension must be exercised by the NAMED INSURED, by giving notice, in writing, sent by registered or certified mail, to the entity designated in Item 5 of the Declarations not later than sixty days after the expiration date or the termination date, as provided for under this Condition F. If the NAMED INSURED fails to exercise this right within such sixty days the INSURED shall not at a later date be able to exercise such right.

This Condition F shall not operate to extend the aggregate limit of Underwriters' liability, as set forth in Item 3 of the Declarations, for the last ANNUAL PERIOD prior to this Condition F being invoked; such aggregate limit as a consequence shall apply to the last ANNUAL PERIOD and the Extended Reporting Period of this Policy combined. For the purposes of this Condition F the last ANNUAL PERIOD, if Underwriters cancel this Policy, shall be the ANNUAL PERIOD in which Underwriters cancel this Policy.

This Condition F shall not operate to extend the period of this Policy.

If the INSURED extend the coverage granted by this Policy in accordance with this Condition F, Underwriters shall not be able to cancel this extension of coverage.

## **G. EXTENDED REPORTING PERIOD**

### **Cancellation or non-renewal by the Named Insured**

In the event that the NAMED INSURED shall cancel or decline to renew this Policy the INSURED shall, in consideration of the payment of the additional premium specified in Item 12 of the Declarations, have the right to extend the coverage granted by this Policy for a further period of twelve months. However, this right to extend the coverage granted by this Policy shall only apply to claims first made, in writing, against the INSURED during the aforesaid twelve month period, and notified in accordance with the Reporting and Claims Handling Condition of this Policy, that result from a LOSS, or a MEDICAL INCIDENT, happening prior to the date on which said twelve month period commenced.

This right of extension must be exercised by the NAMED INSURED by giving notice, in writing, sent by registered or certified mail, to the entity designated in Item 5 of the Declarations, prior to the cancellation or expiration date of this Policy. The additional premium in respect of this extension is due and payable within 30 days subsequent to the cancellation or expiration date of this Policy. If the NAMED INSURED fails to exercise this right prior to the cancellation or expiration date as aforesaid or fails to pay such additional premium when due, the INSURED's right to this extension shall be rendered null and void.

This Condition G shall not operate to extend the aggregate limit of Underwriters' liability, as set forth in Item 3 of the Declarations, for the last ANNUAL PERIOD prior to this extension being invoked; such aggregate limit as a consequence shall apply to the last ANNUAL PERIOD and the period of this extension combined. For the purposes of this Condition G the last ANNUAL PERIOD, if the NAMED INSURED cancels this Policy, shall be the ANNUAL PERIOD in which the NAMED INSURED cancels this Policy.

This Condition G shall not operate to extend the period of this Policy.

If the INSURED extend the coverage granted by this Policy in accordance with this Condition G, Underwriters shall not be able to cancel this extension of coverage.

## **H. APPEALS**

In the event the INSURED elect not to appeal a judgment in excess of the Underlying Amounts, Underwriters may elect to make such appeal at Underwriters' own cost and expense and shall be liable for the taxable costs and disbursements and interest on judgments incidental thereto, as are incurred as a result of such election, but in no event shall the liability of Underwriters for the

ULTIMATE NET SUM PAYABLE exceed the limits of liability as set forth in Insuring Agreement 3.

**I. LOSS OR MEDICAL INCIDENT PAYABLE**

Liability under this Policy with respect to any LOSS or MEDICAL INCIDENT shall not attach unless and until the Underlying Amount applicable to such LOSS or MEDICAL INCIDENT has been satisfied by the actual payment of damages in respect of such LOSS or MEDICAL INCIDENT. The INSURED shall make a request to the entity designated in Item 5 of the Declarations for indemnification in respect of any LOSS or MEDICAL INCIDENT for which Underwriters may be liable under this Policy within the twelve months after the INSURED shall have paid an amount of the ULTIMATE NET SUM PAYABLE in excess of the applicable Underlying Amount. Such amount shall be due and payable within ninety days after it is respectively claimed and proven in conformity with this Policy.

**J. OTHER INSURANCE**

If other valid and collectible insurance is available to the INSURED covering a LOSS or MEDICAL INCIDENT also covered by this Policy, other than insurance that is specifically stated to be in excess of this Policy, the insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this Policy subject to the terms, definitions, conditions and limitations of any other insurance.

**K. SUBROGATION**

In the event of any payment hereunder, Underwriters will act in concert with all other interests (including the INSURED) concerned in the exercise of rights of recovery. The apportioning of any amounts which may be so recovered shall follow the principle that any interests (including the INSURED) that shall have paid an amount over and above any payment hereunder, shall first be reimbursed up to the amount paid by them; Underwriters are then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interests (including the INSURED) of whom this coverage is in excess are entitled to claim the residue, if any. Expenses necessary to the recovery of any such amounts shall be apportioned between the interests (including the INSURED) concerned, in the ratio of their respective recoveries as finally settled.

**L. CHANGES**

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

**M. ASSIGNMENT**

Assignment of interest under this Policy shall not bind Underwriters unless and until their consent is endorsed hereon.

**N. CANCELLATION**

This Policy may be cancelled by the NAMED INSURED or by Underwriters or by the entity designated in Item 5 of the Declarations on behalf of Underwriters, by sending by registered or certified mail notice to the other party stating when, not less than sixty days thereafter, cancellation shall be effective. However in the event of non-payment of premium by the INSURED this Policy may be cancelled by Underwriters or by the entity designated in Item 5 of the Declarations on behalf of Underwriters by sending by registered or certified mail notice to the NAMED INSURED stating when, not less than ten days thereafter, cancellation shall be effective.

The mailing of notice as aforesaid by Underwriters or by the entity designated in Item 5 of the Declarations to the NAMED INSURED at the address shown in this Policy shall be sufficient proof of notice and the insurance under this Policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the NAMED INSURED or by Underwriters or by the entity designated in Item 5 of the Declarations shall be equivalent to mailing.

In the event that this Policy is cancelled, as aforesaid, the expiration date of this Policy shall be the effective date of such cancellation.

If this Policy shall be cancelled by the NAMED INSURED Underwriters shall retain the short rate proportion of the premium for the period this Policy has been in force, calculated in accordance with the Short Rate Cancellation Table. If this Policy shall be cancelled by Underwriters or by the entity designated in Item 5 of the Declarations, Underwriters shall retain the pro rata proportion of the premium for the period this Policy has been in force. Notice of cancellation by Underwriters or by the entity designated in Item 5 of the Declarations shall be effective even though Underwriters make no payment or tender of return premium with such notice.

**O. CURRENCY AND PAYMENT OF PREMIUM**

The premiums and losses under this Policy are payable in the currency stated in Item 7 of the Declarations. Payment of premiums shall be made as stated in Item 8 of the Declarations.

**P. SERVICE OF SUIT**

In the event of the failure of Underwriters to pay any amount claimed to be due hereunder, Underwriters, at the request of the INSURED, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Condition constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any state in the United States.

Service of process in such suit may be made upon the person(s) or firm named in Item 9 of the Declarations, and that in any suit instituted against any one of them upon this Policy, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. The person(s) or firm named in Item 9 of the Declarations are authorised and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the INSURED to give a written undertaking to the INSURED that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the INSURED or any beneficiary hereunder arising out of this Policy, and hereby designate the person(s) or firm named in Item 9 of the Declarations as the person to whom the said officer is authorised to mail such process or a true copy thereof.

**SHORT RATE CANCELLATION TABLE**

A. For insurance written for one year:

Days Insurance in Force	Per Cent of One Year Premium	Days Insurance in Force	Per Cent of One Year Premium
1	5	154 - 156	53
2	6	157 - 160	54
3 - 4	7	161 - 164	55
5 - 6	8	165 - 167	56
7 - 8	9	168 - 171	57
9 - 10	10	172 - 175	58
11 - 12	11	176 - 178	59
13 - 14	12	179 - 182 (6 Months)	60
15 - 16	13	183 - 187	61
17 - 18	14	188 - 191	62
19 - 20	15	192 - 196	63
21 - 22	16	197 - 200	64
23 - 25	17	201 - 205	65
26 - 29	18	206 - 209	66
30 - 32 (1 Month)	19	210 - 214 (7 Months)	67
33 - 36	20	215 - 218	68
37 - 40	21	219 - 223	69
41 - 43	22	224 - 228	70
44 - 47	23	229 - 232	71
48 - 51	24	233 - 237	72
52 - 54	25	238 - 241	73
55 - 58	26	242 - 246 (8 Months)	74
59 - 62 (2 Months)	27	247 - 250	75
63 - 65	28	251 - 255	76
66 - 69	29	256 - 260	77
70 - 73	30	261 - 264	78
74 - 76	31	265 - 269	79
77 - 80	32	270 - 273 (9 Months)	80
81 - 83	33	274 - 278	81
84 - 87	34	279 - 282	82
88 - 91 (3 Months)	35	283 - 287	83
92 - 94	36	288 - 291	84
95 - 98	37	292 - 296	85
99 - 102	38	297 - 301	86
103 - 105	39	302 - 305 (10 Months)	87
106 - 109	40	306 - 310	88
110 - 113	41	311 - 314	89
114 - 116	42	315 - 319	90
117 - 120	43	320 - 323	91
121 - 124 (4 Months)	44	324 - 328	92
125 - 127	45	329 - 332	93
128 - 131	46	333 - 337 (11 Months)	94
132 - 135	47	338 - 342	95
136 - 138	48	343 - 346	96
139 - 142	49	347 - 351	97
143 - 146	50	352 - 355	98
147 - 149	51	356 - 360	99
150 - 153 (5 Months)	52	361 - 366 (12 Months)	100

B. For Policies written for more or less than one year:-

1. If this Policy has been in force for 12 months or less, apply the short rate table to the full annual premium determined as for an insurance written for a term of one year.
2. If this Policy has been in force for more than 12 months with premium pre-paid in full for the original period:-
  - a) determine full annual premium as for an insurance written for a term of one year;
  - b) deduct such premium from the full insurance premium and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the insurance was originally written;
  - c) add premium produced in accordance with items (a) and (b) to obtain earned premium during full period insurance has been in force.
3. If this Policy is in force for more than 12 months and premium paid in instalments:-
  - i) determine full annual premium for the ANNUAL PERIOD in which cancellation is effective;
  - ii) calculate the earned portion of the premium determined under i) above based upon the short rate table and the difference between the earned premium thus calculated and the premium actually paid by the INSURED for the ANNUAL PERIOD during which cancellation was effected shall be returned to the NAMED INSURED it being understood and agreed that any premium for any ANNUAL PERIOD prior to the ANNUAL PERIOD in which cancellation is effective is fully earned and shall be retained by Underwriters.

**ATTACHING TO AND FORMING PART OF POLICY NUMBER:**

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**DECLARATIONS**

- ITEM 1. (a) NAMED INSURED:-
- (b) Address of NAMED INSURED:-
- (c) Existing related entities:-
- ITEM 2. Limit of Liability in all in respect of each LOSS or MEDICAL INCIDENT:- \$
- ITEM 3. Limit of Liability in the aggregate for each ANNUAL PERIOD, separately for a) and b) below:-
- a) Coverage (I) - General Liabilities, excluding those PERSONAL INJURIES sustained by any PATIENT \$
- b) Coverage (II) - Medical Professional Liability, including PERSONAL INJURIES sustained by any PATIENT as a result of a LOSS \$
- ITEM 4. Period of this Policy:-
- From to  
both days at 12:01 a.m. Local Standard Time
- ITEM 5. Notice to:-
- ITEM 6. Retroactive Date:-
- ITEM 7. Currency (Condition O):- United States Dollars

ITEM 8. Payment of Premium (Condition O) to:-

ITEM 9. Service of Process (Condition P) upon:-

Mendes and Mount  
3 Park Avenue,  
New York, New York 10016

ITEM 10. Underwriters' Representative:-

ITEM 11. Premium for this Policy (Condition A):- \$

ITEM 12. Additional premium in respect of  
Extended Reporting Period (Condition G):-

% of the full annual premium for this Policy

ATTACHING TO AND FORMING PART OF POLICY NUMBER: \_\_\_\_\_

### SCHEDULE OF UNDERLYING AMOUNTS

(A) As respects **Coverage (I) - General Liabilities**, but excluding those PERSONAL INJURIES sustained by any PATIENT:-

i) all PERSONAL INJURIES, PROPERTY DAMAGE and ADVERTISING INJURY, except where separate amount specifically shown

US\$ each LOSS without aggregate

ii) PRODUCTS LIABILITY HAZARD and COMPLETED OPERATIONS LIABILITY HAZARD combined

US\$ each LOSS  
US\$ in the annual aggregate

iii) EMPLOYERS LIABILITY HAZARD

US\$ each LOSS without aggregate

iv) AUTOMOBILE LIABILITY HAZARD

US\$ each LOSS without aggregate

(B) As respects **Coverage (II) - Medical Professional Liability**, and all PERSONAL INJURIES sustained by any PATIENT as a result of a LOSS

US\$ each MEDICAL INCIDENT or LOSS  
US\$ in the annual aggregate

#### INFORMATION:-

Note that unless a specific Underlying Amount is scheduled for the EMPLOYERS LIABILITY HAZARD, AUTOMOBILE LIABILITY HAZARD, AIRCRAFT LIABILITY HAZARD, WATERCRAFT LIABILITY HAZARD or HELIPAD LIABILITY HAZARD, coverage is automatically excluded for each such hazard by virtue of Exclusion (I) i).