

ALLIED HEALTH PROVIDER PROPERTY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties, and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to the **Definitions** section in this Coverage Form.

SCHEDULE

	LIMITS OF INSURANCE
TOTAL UNSCHEDULED PROPERTY	\$15,000
DEDUCTIBLE	\$500

A. Coverage

We will pay for "loss" to Covered Property from any of the Covered Causes of Loss.

1. Covered Property

Covered Property means:

- a. Unscheduled property, with a limit of insurance shown in the schedule above.

Covered property includes:

- (1) Your business personal property; and
- (2) Business personal property of others that is in your care, custody, or control.

2. Property Not Covered

Covered Property does not include:

- a. "Improvements and betterments";
- b. Accounts, bills, deeds, notes, securities, evidences of debt, letters of credit, tickets, passports, documents, manuscripts, mechanical drawings, valuable papers of any kind, recorded electronic data, and media;
- c. Money, currency, bullion, gold, silver and other precious metals, diamonds, precious or semi-precious stones, jewelry, furs, or fine arts;
- d. Property held for sale;
- e. Contraband or property in the course of illegal transportation or trade; or
- f. Land or water.

3. Covered Causes of Loss

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Covered Causes of Loss means risks of direct physical "loss" to Covered Property except those causes of "loss" listed in the Exclusions.

4. Coverage Extensions

a. Debris Removal

- (1) We will pay your expense to remove debris of covered property caused by or resulting from a covered cause of loss that occurs during the policy period. The expenses will be paid only if they are reported to us within 180 days of the date of direct physical "loss" or damage.
- (2) We will pay up to \$5,000 for debris removal expense in any one occurrence when the sum of the direct "loss" and debris removal expense exceeds the applicable limit of Insurance shown in the **SCHEDULE**.
- (3) This coverage extension for debris removal does not apply to costs to:
 - (a) Extract "pollutants" from land or water; or
 - (b) Remove, restore, or replace polluted land or water.

b. Pollutant Clean-Up and Removal

- (1) We will pay your expenses to extract "pollutants" from land or water if the release, discharge, or dispersal of the "pollutants" is caused by or results from a covered cause of loss that occurs during the policy period. The expenses will be paid only if they are reported to us within 180 days of the date of direct physical "loss" or damage.
- (2) The most we will pay for pollutant clean-up and removal is \$10,000 for the sum of all such expenses arising out of covered causes of loss occurring during each separate 12-month period of this policy.

c. Additional Acquired Property

If during the policy period you acquire additional property of a type already covered by this form, we will cover such property for up to 30 days. The most we will pay in a loss is the lesser of:

- (1) 25% of the total limit of insurance shown in the **SCHEDULE** for that type of property; or
- (2) \$10,000.

You will report such property within 30 days from the date acquired and will pay any additional premium due. If you do not report such property, coverage will cease automatically 30 days after the property is acquired.

B. Exclusions

1. We will not pay for a "loss" caused directly or indirectly by any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss."

a. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for damage or destruction of covered property ordered by governmental authority.

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- (1) Taken at the time of a fire to prevent its spread if the fire would be covered under this coverage form; or
- (2) That is a direct result of a covered cause of loss.

b. Nuclear Hazard

- (1) Any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But we will pay for direct "loss" caused by resulting fire if the fire would be covered under this coverage form.

c. War and Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

d. Water

- (1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
- (2) Mudslide or mudflow;
- (3) Water that backs up or overflows from a sewer, drain or sump; or
- (4) Water under the ground surface pressing on, or flowing or seeping through:
 - (a) Foundations, walls, floors or paved surfaces;
 - (b) Basements, whether paved or not; or
 - (c) Doors, windows or other openings.

But if Water, as described in **d.(1)** through **d.(4)** above, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

e. Earth movement

- (1) Earthquake, including any earth sinking, rising or shifting related to such event;
- (2) Landslide, including any earth sinking, rising or shifting related to such event;
- (3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;
- (4) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in **e.(1)** through **(4)** above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

2. We will not pay for a "loss" caused by or resulting from any of the following:

- a. Delay, loss of use, loss or market, or any other consequential loss.
- b. Dishonest acts by:
 - (1) You, your employees or authorized representatives;
 - (2) Anyone else with an interest in the property, or their employees, or authorized representatives; or
 - (3) Anyone else to whom the property is entrusted.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

But this exclusion does not apply to covered property that is entrusted to others who are carriers for hire.

- c. Unexplained disappearance.
- d. Shortage found upon taking inventory.
- e. Processing or work upon the covered property. But we will pay for direct "loss" caused by resulting fire or explosion.
- f. Artificially generated current creating a short circuit or other electrical disturbance within the Covered Property. But we will pay for direct "loss" caused by resulting fire or explosion.
- g. Faulty materials, improper workmanship, errors in design or specifications.
- h. Theft from any unattended vehicle owned, leased, or operated by you unless at the time of theft its windows, doors, and compartments were closed and locked and there are visible signs that the theft was the result of forced entry.
- i. Wear, tear, gradual deterioration, depreciation, any quality in the property that causes it to damage or destroy itself; hidden or latent defect; mechanical breakdown; corrosion or rust.
- j. Dryness or dampness of atmosphere, extremes or changes of temperature including freezing; insects, vermin, rodents, or worms

C. Limits of Insurance

The most we will pay for "loss" in any one occurrence:

- 1. For covered property is the applicable limit of insurance shown in the **SCHEDULE**.
- 2. For coverage extensions is the limit of insurance applicable to a coverage extension.

D. Deductible

We will not pay for "loss" in any one occurrence until the amount of the adjusted "loss" exceeds the deductible shown in the **SCHEDULE**. We will then pay the amount of the adjusted "loss" in excess of the deductible, up to the applicable limit of insurance.

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E. Additional Conditions

The following conditions apply in addition to the Commercial Inland Marine Conditions and Common Policy Conditions:

1. Coverage Territory

We cover covered property wherever located within the 50 States of the United States of America, District of Columbia, and Canada.

2. Coinsurance

- a.** All unscheduled covered property must be insured for 80% of its total value as of the time of "loss" or you will incur a penalty.
The penalty is that we will pay only the proportion of any "loss" that the total unscheduled property limit of insurance shown in the **SCHEDULE** bears to the total value of all unscheduled covered property as of the time of "loss."

3. Impairment of Recovery Rights

If by any act or agreement after a "loss" you impair our right to recover from others liable for the "loss," we will not pay you for that "loss."

4. Labels

In the event of "loss" to identifying labels or wrappers, we will pay only the cost of new labels or wrappers.

F. Definitions

1. "Improvements and betterments" are fixtures, alterations, installations or additions made a part of the building or structure you occupy but do not own and you acquired or made at your expense but cannot legally remove.
2. "Loss" means accidental loss or damage.
3. "Pollutants" means any covered property that becomes a 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIABILITY COVERAGE ENHANCEMENT

- **General Liability**
- **Fire and Water Legal Liability**
- **Personal Liability**

This endorsement modifies the insurance provided under the following:

ALLIED HEALTHCARE PROVIDERS PROFESSIONAL AND SUPPLEMENTAL LIABILITY INSURANCE POLICY

Coverage provided herein is on an occurrence basis and will only apply to **Injury** or **Damage** caused by **Occurrences** which occur on or after the effective date indicated on the Declarations, and prior to the policy's expiration, as indicated on the Declarations.

I. COVERAGE AGREEMENT

A. GENERAL LIABILITY

We will pay all amounts, up to the Liability Limit stated in section **VI. LIABILITY COVERAGE ENHANCEMENT SCHEDULE** contained herein, which **You** become legally obligated to pay, including **Host Liquor Liability** and **Products Liability**, as a result of **Injury** or **Damage** to which this coverage part applies. **We** will also pay **Claim expenses**.

B. FIRE & WATER LEGAL LIABILITY

With respect to the **Named Insured's** legal liability for **Damage** to property in which the **Named Insured** does not have a financial interest or own, caused by:

1. fire;
2. discharge, leakage or overflow of water or steam from a plumbing, heating, refrigeration or air conditioning system; or
3. rain which enters directly into the building through open doors, windows, skylights, transoms or ventilators;

We will pay up to \$250,000 provided that the **Named Insured** does not assume liability under a contract or agreement greater than is imposed by law. The **Damage** must be caused by an **Occurrence** that happens anywhere in the world, including the Workplace, during the policy period.

C. PERSONAL LIABILITY

Solely where the **Named Insured** is a natural person, **We** will pay all amounts, up to the Liability Limit stated on section **VI. LIABILITY COVERAGE ENHANCEMENT SCHEDULE** contained herein, that the **Named Insured** becomes legally obligated to pay for **Injury** or **Damage** as a result of a **Personal Liability Claim**. The **Injury** or **Damage** must be caused by an **Occurrence** that happens at **Named Insured's** residence and arises out of **Named Insured's** non-business activities. This coverage shall not apply to **Damage** to property the **Named Insured** owns, rents, occupies or uses, or which is in the **Named Insured's** care, custody or control.

Coverage for **Personal Liability Claims** will only apply if the **Named Insured** is a natural person who does not employ any other individuals at the time of an **Occurrence**. Coverage provided by this section C. is excess over any Homeowners or Renters coverage which **You** carry at the time of an **Occurrence** or which **You** represented at any time to have carried to **Us** or to **Our** representative as of this policy's effective date.

II. DEFENSE AND SETTLEMENT

With respect to coverage afforded by this LIABILITY COVERAGE ENHANCEMENT, **We** have the right and duty to defend any **Claim**. **We** will:

- A. do this even if any of the charges of the **Claim** are groundless, false or fraudulent;
- B. investigate and settle any **Claim** as **We** feel appropriate.

Our payment of the limit of liability ends **our** duty to defend or settle. **We** have no duty to defend any **Claims** not covered by this Coverage Part.

III. EXCLUSIONS

With respect to coverage afforded by any part of this LIABILITY COVERAGE ENHANCEMENT, **We** will not defend any **Claim** for, or pay any amounts, including **Claim expenses**, based on, arising out of, or related to:

A. Injury to:

- 1. an Employee of the **Named Insured** arising out of and in the course of employment by the **Named Insured**; or
- 2. a **family member** of that Employee as a consequence of 1 above; or
- 3. the **Named Insured's** Family Member.

This exclusion applies:

- 1. whether the **Named Insured** may be liable as an employer or in any other capacity; and
 - 2. to any obligation to share amounts with or repay someone else who must pay amounts because of the **Injury** or **Damage**.
- B. amounts which the **Named Insured** or any party must pay under any unemployment or workers' compensation, disability benefits, or other similar law;
 - C. **Injury** or **Damage** resulting from any professional services, or placement services;
 - D. any liability the **Named Insured** assumes under any contract or agreement, other than an **Insured Contract**. This exclusion does not apply to:
 - 1. liability the **Named Insured** assumes under a contract with a Health Management Organization, Preferred Provider Organization, Independent Practice Association, or any other similar organization; but only for such liability as is attributable to **Your** alleged negligence; or

2. a warranty of fitness or quality of any therapeutic agents or supplies the **Named Insured** has furnished or supplied in connection with treatment **You** have performed;
- E. any liability **You** have for a business or profession, including **consulting services**, other than that named on the Declarations;
- F. **Injury** or **Damage** resulting from an **Occurrence** which is also a willful violation of a statute, ordinance, or regulation imposing criminal penalties. **We** will defend any civil suit against **You** seeking amounts that would be covered if this exclusion did not apply. In such case, **We** will pay only **Claim expenses** related to such defense.
- G. **Injury** or **Damage** for which **You** may be held liable as a result of:
1. causing or contributing to the alcoholic beverage intoxication of any person; or
 2. furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol.
- This exclusion does not apply to **Host Liquor Liability**.
- H. **Injury** or **Damage** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving **You** owning, using, taking care of, operating, leasing or renting, loading or unloading of persons or property from, transporting patients in, or entrusting to others an auto, mobile equipment, watercraft or aircraft, including an auto, mobile equipment, watercraft or aircraft which is loaned to the **Named Insured** or which is operated for the **Named Insured** by its Employee, including an Employee-owned auto;
- I. loss, under any circumstances, due to nuclear reaction, radiation, or contamination, regardless of cause;
- J. the return or withdrawal of fees or government payments imposed directly upon **You**; any fines, penalties or sanctions; punitive or exemplary amounts; or the multiplied portion of any multiplied award, imposed by law;
- K. **Injury** or **Damage** **You** expected or intended, or which a reasonable person would have expected. This exclusion does not apply to **Injury** or **Damage** resulting from the use of reasonable force to protect persons or property;
- L. any **Claim** arising out of actual or alleged involvement in any:
1. federal or state anti-trust law violation; or
 2. agreement or conspiracy to restrain trade;
- M. any loss, cost or expense:
1. which would not have happened, in whole or in part, but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time; or
 2. arising out of any:
 - a. **Claim** or suit by, or on behalf of, a governmental authority for amounts because of testing for, monitoring, cleaning up, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants; or
 - b. request, demand or order that **You** or others test for, monitor, clean up, remove, contain,

treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants;

N. any loss, cost or expense arising out of, relating to, or involving the actual, alleged or threatened exposure at any time to asbestos; or that may be awarded or incurred;

1. by reason of a **Claim** or suit relating to asbestos; or
2. in complying with a governmental directive or request to test for, monitor, clean up, remove, contain, or dispose of asbestos;

O. **Damage** to property **You** own, rent, occupy, hold for sale, or which has been given to **You** for storage or safekeeping, except to the extent coverage would apply under Section I, paragraph B. Fire & Water legal liability;

P. loss of use of tangible property which has not been physically **Damaged** if:

1. a delay in or lack of performance has been caused by or on **Your** behalf under any contract or agreement; or
2. **Products** or work completed on the **Named Insured's** behalf do not meet the standards the **Named Insured** has warranted or represented;

We will cover loss of use of tangible property if:

1. the loss results from a sudden and accidental physical **Damage** to or destruction of **Products** or work completed by or on the **Named Insured's** behalf; and
2. **Products** or work has been put to use by a person or organization other than the **Named Insured**;

Q. **Damage** to property intended to be serviced, fixed or enhanced by the **Named Insured** or on the **Named Insured's** behalf;

R. **Damage** to tools or equipment while being used to perform operations;

S. **Damage** to property in **Your** custody which **You** are to install, erect, or use in any construction, repair, renovation or remodeling;

T. **Damage** to any property away from the Business Premises:

1. upon which **You** or someone on **Your** behalf is performing operations at the time the **Damage** occurs; or
2. which must be restored, repaired or replaced because of faulty workmanship by or on **Your** behalf;

U. **Injury** or **Damage** on leased Business Premises;

1. after the **Named Insured** ceases to be a tenant of the leased Business Premises; or
2. for structural alterations, new construction or demolition operations performed by or for the owner of the Business Premises;

V. any act of sexual intimacy, sexual molestation or sexual assault. **We** shall provide **You** with a defense of such **Claim** unless or until such act has been determined to have occurred, by any trial

verdict, court ruling, regulatory ruling or legal admission, whether appealed or not. Such defense will not waive any of **our** rights under this Policy. Criminal proceedings are not covered under this Policy regardless of the allegations made against **You**;

W. any direct or consequential **Injury** or **Damage** arising out of any:

1. refusal to employ; or
2. termination of employment; or
3. coercion, demotion, reassignment, defamation, harassment, humiliation, discrimination or other employment related practices, policies, act or omissions;

X. any direct or consequential **Injury** or **Damage**, whether actual or alleged to have occurred, directly or indirectly resulting from, in consequence of, or in any way involving **Injury** or **Damage** caused by any animal;

Y. any direct or consequential **Injury** or **Damage** committed by or on behalf of **You** against any other of **You**;

Z. any **Injury** or **Damage** arising out of any **Occurrence**, in which **You** are not liable as a result of **Your** business activities. This exclusion will not apply to coverage C. herein;

AA. arising out of statutorily imposed vicarious parental liability for actions of a child or minor;

BB. based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving **Injury** or **Damage** caused in whole or in part by:

1. the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any mold, mildew, fungi or bacteria (or any materials containing any similar organic contaminant or pollutant) on or within a building or structure, including its contents, regardless of whether any other cause, event, material, rendering of professional service or product contributed concurrently or in any sequence to such injury or damage; or
2. loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, failure to detect, remediating or disposing of, or in any way responding to, or assessing the effects of mold, mildew, fungi or bacteria (or any materials containing any similar organic contaminant or pollutant), by any insured or by any other person or entity;

CC. any **Personal and Advertising Injury**:

- (1) Arising out of oral or written publication of material, if done by or at the direction of any of **You** with knowledge of its falsity;
- (2) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of any of **You**;
- (4) For which **You** have assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that **You** would have in the absence of the contract or agreement; or
- (5) Breach of contract, other than misappropriation of advertising ideas under an implied contract;

- (6) The failure of goods, products or services to conform with advertised quality or performance;
- (7) The wrong description of the price of goods, products or services; or
- (8) An offense committed by **You** while in the business of advertising, broadcasting, publishing or telecasting.

IV. LIMIT OF LIABILITY

With respect to coverage afforded by this LIABILITY COVERAGE ENHANCEMENT:

A. Each **Occurrence**

The limit of liability stated on the Liability Coverage Enhancement Schedule for each **Occurrence**, is the limit of **our** liability for all **Injury** or **Damage** arising out of, or in connection with the same **Occurrence**. This limit applies regardless of the number of persons or organizations who are covered under this policy.

B. Aggregate

Subject to provision A. above, the total limit of **our** liability for all **Injury** and **Damage** arising out of **Occurrences** which occur during the policy period shall not exceed the limit of liability stated on the Liability Coverage Enhancement Schedule as aggregate. The aggregate limit of liability applies to each policy period for all **Occurrences** for which **Claims** are made.

C. **Claim Expenses** are in addition to the limit of liability.

D. To the extent that coverage may be applicable:

1. under this LIABILITY COVERAGE ENHANCEMENT; and
2. would also be covered under this policy if this LIABILITY COVERAGE ENHANCEMENT was not attached;

then coverage will not apply under this LIABILITY COVERAGE ENHANCEMENT.

This LIABILITY COVERAGE ENHANCEMENT will not serve to duplicate limits available under this policy.

E. To the extent that coverage may be applicable under multiple coverage parts within this LIABILITY COVERAGE ENHANCEMENT; then coverage will only apply under the portion of this LIABILITY COVERAGE ENHANCEMENT which has the lowest limit of liability applicable.

V. ADDITIONAL DEFINITIONS

With respect to coverage afforded by this LIABILITY COVERAGE ENHANCEMENT only, words in bold have the meaning set forth below:

Claim Expenses means fees:

1. charged by any lawyer or law firm designated by **Us** to defend **Your** interests; and
2. if authorized by **Us**, all other reasonable fees, costs and expenses resulting from the investigation, adjustment, defense or appeal of any **Claim**, including but not limited to:
 - a. all costs taxed against **You** and post judgment interest on the portion of any judgment for which **We** are liable under this policy until **We** have tendered or deposited in court or

otherwise such judgment amount for which **We** are liable; and

- b. appeal bonds in an amount not to exceed **Our** limit of liability. **We** shall have no obligation to apply for, or furnish such bonds.

Claim Expenses do not include salaries and expenses of **Our** regular employees or **Your** regular employees.

Host Liquor Liability means **Injury** or **Damage** arising out of the giving or serving of alcoholic beverages at functions incidental to **Your** business provided:

1. **You** are not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages; or
2. there has not been an intentional violation of any statute, regulation or ordinance relating to the sale, gift, distribution or use of alcoholic beverages, committed by **You**, or at **Your** direction.

Injury means bodily **Injury**, sickness, disease, mental or emotional distress sustained by a person or death; and **Personal and Advertising Injury**.

Insured Contract means:

1. a lease of Business Premises;
2. a sidetrack agreement;
3. an easement or license agreement except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. an elevator maintenance agreement; or
6. that part of any other contract or agreement pertaining to the **Named Insured's** business, including indemnification of a municipality in connection with work performed for a municipality, under which the **Named Insured** assumes the tort liability of another party to pay for **Injury** or **Damage** to a third party if the contract or agreement is made prior to the **Injury** or **Damage**.

Insured Contract does not mean that part of any contract or agreement:

1. that indemnifies any entity for **Injury** or **Damage** arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing;
2. that indemnifies an architect, engineer or surveyor for **Injury** or **Damage** arising out of:
 - a. preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - b. giving directions or instructions, or failing to give them, if that is the primary cause of the **Injury** or **Damage**; or
3. that indemnifies any entity for **Damage** by fire to Business Premises rented or loaned to the **Named Insured**.

Occurrence means an accident, including continuous or repeated exposure to conditions, which results in **Injury** or **Damage**.

Personal and Advertising Injury means injury, including consequential bodily injury, arising out of one or more of the following offenses:

1. False arrest, detention or imprisonment;
2. Malicious Prosecution;
3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
4. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
5. Oral or written publication, in any manner, of material that violates a person's right of privacy;
6. The use of another's advertising idea in your advertisement; or
7. infringing upon another's copyright, trade dress or slogan in your advertisement.

Personal Liability Claim means a **Claim** arising out of **Injury** or **Damage** to a third party that happens at the **Named Insured's** personal **residence** and arises out of non-business activity.

Product means:

1. any healthcare goods or items manufactured or modified by:
 - a. the **Named Insured**; or
 - b. others trading under the **Named Insured's** name; or
 - c. an entity whose business or assets the **Named Insured** has acquired; or
2. containers (other than vehicles), materials, parts or equipment furnished in connection with such healthcare goods or items.

Product does not include real property, or any goods and items that the **Named Insured** sells.

Products Liability means **Injury** or **Damage** caused by a **Product**.

You or **Your** means:

1. the **Named Insured**, if the **Named Insured** is a natural person; or
2. if the **Named Insured** is not a natural person:
 - a. any individual who, during the policy period, is or becomes a partner, officer, director, stockholder-Employee, manager, member or Employee of the **Named Insured**, but only while acting within the scope of their employment by the **Named Insured**; or
 - b. any individual who, during the policy period, is or becomes a substitute health care provider, other than a physician, dentist, nurse anesthetist, nurse mid-wife, chiropractor,

self-employed perfusionist, or podiatrist, that the **Named Insured Contracts** with, but only while acting within the scope of their employment by the **Named Insured**; or

- c. any individual previously affiliated with the **Named Insured** as its partner, officer, director, stockholder-Employee, manager, member or Employee but only while acting within the scope of their employment by the **Named Insured**, during the course of such employment.

VI. LIABILITY COVERAGE ENHANCEMENT SCHEDULE

Solely with respect to coverage provided by this LIABILITY COVERAGE ENHANCEMENT, the following limits of liability will apply:

Liability Limit: \$<APP.PRO1.GL_INCIDENT_LIMIT> per **Occurrence**;
\$<APP.PRO1.GL_AGGREGATE_LIMIT> in the policy aggregate.

All other provisions in the policy remain unchanged.

SPECIMEN

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

Unless otherwise stated herein, the terms, conditions, exclusions and other limitations set forth in this endorsement are solely applicable to coverage afforded by this endorsement, and the policy is amended as follows:

I. SCHEDULE OF ADDITIONAL COVERAGES AND LIMITS

The following is a summary of Limits of Liability or Limits of Insurance and/or additional coverages provided by this endorsement. This endorsement is subject to the provisions of the policy to which it is attached.

COVERAGE**LIMITS OF INSURANCE**

Business Travel Accident Benefit	\$50,000
Conference Cancellation	\$25,000
Donation Assurance	\$50,000
Emergency Real Estate Consulting Fee	\$50,000
Fundraising Event Blackout	\$25,000
Identity Theft Expense	\$50,000
Image Restoration and Counseling	\$50,000
Key Individual Replacement Expenses	\$50,000
Kidnap Expense	\$50,000
Political Unrest	\$5,000 per employee:

\$25,000 policy limit

Temporary Meeting Space Reimbursement
\$25,000

Terrorism Travel Reimbursement
\$50,000

Travel Delay Reimbursement
\$1,500

Workplace Violence Counseling
\$50,000

II. CONDITIONS

A. Applicability of Coverage

Coverage provided by your policy and any endorsements attached thereto is amended by this endorsement where applicable.

B. Limits of Liability or Limits of Insurance

1. When coverage is provided by this endorsement and another coverage form or endorsement attached to this policy, the greater limits of liability or limits of insurance will apply. In no instance will multiple limits apply to coverages which may be duplicated within this policy. Additionally, if this policy and any other coverage part or policy issued to you by us, or any company affiliated with us, apply to the same occurrence, offense, wrongful act, accident or loss, the maximum limits of liability or limits of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limits of liability or limits of insurance under any one coverage part or policy.
2. Limits of liability or limits of insurance identified in Section I. **SCHEDULE OF ADDITIONAL COVERAGES AND LIMITS** above are not excess of, but are in addition to the applicable Limits of Liability or Limits of Insurance stated in the Declarations.

C. Claim Expenses

Coverages provided herein are not applicable to the generation of claim adjustment costs by you; such as fees you may incur by retaining a public adjuster or appraiser.

III. ADDITIONAL COVERAGES

A. Business Travel Accident Benefit

We will pay a Business Travel Accident Benefit to the insured if a director or officer suffers injury or death while traveling on a common carrier for your business during the policy period.

For the purpose of Business Travel Accident Benefit coverage, injury means:

1. Physical damage to the body caused by violence, fracture, or an accident that results in loss of life not later than one hundred eighty (180) days after the policy expiration, the date of cancellation or the date of non-renewal;

2. Accidental loss of limbs or multiple fingers;
3. Total loss of sight, speech or hearing.

The limit of insurance for this coverage is \$50,000 per policy period for all insureds combined. No deductible applies to this coverage.

The Business Travel Accident Benefit shall not be payable if the cause of the injury was:

1. An intentional act by the insured;
2. An act of suicide or attempted suicide;
3. An act of war; or
4. A disease process.

B. Conference Cancellation

We will reimburse the insured for any business-related conference expenses, paid by the insured and not otherwise reimbursed, for a canceled conference that an employee was scheduled to attend. The cancellation must be due directly to a “natural catastrophe” or a “communicable disease” outbreak that forces the cancellation of the conference.

With respect to a conference cancellation claim, it is further agreed as follows:

1. The insured employee must have registered for the conference at least thirty (30) days prior to the cancellation; and
2. The cancellation must be ordered by a local, state or federal Board of Health or other governmental authority having jurisdiction over the location of the conference.

The limit of insurance for this coverage is \$25,000 per policy period for all insureds combined. No deductible applies to this coverage.

C. Donation Assurance

If the insured is a 501(c)(3) status non-profit organization as defined in the United States Internal Revenue Code, we will reimburse the insured for “failed donation claim(s).”

With respect to any “failed donation claim,” it is further agreed as follows:

1. The donor must not have been in bankruptcy, nor have filed for bankruptcy or reorganization in the past seven (7) years prior to the time said pledge was made to the insured;
2. For non-cash donations, our payment of a “failed donation claim” shall be based on the fair market value of said non-cash donation at the time of the “failed donation claim”;
3. In the case of unemployment or incapacitation of a natural person donor and as a condition of payment of the “failed donation claim”:
 - a. Neither the natural person donor nor the insured shall have had reason to believe the donor would become unemployed or incapacitated subsequent to the donation date; and

- b. The donor shall be unemployed for at least sixty (60) days prior to a claim being submitted by the insured;
- 4. No coverage shall be afforded for a written pledge of funds or other measurable, tangible property to the insured dated prior to the policy period; and
- 5. A donation amount which is to be collected by the insured over more than a twelve (12) month period shall be deemed a single donation.

The limit of insurance for this coverage is \$50,000 per policy period for all insureds combined. No deductible applies to this coverage.

D. Emergency Real Estate Consulting Fee

We will reimburse the insured any realtor's fee or real estate consultant's fee necessitated by the insured's need to relocate due to the "unforeseeable destruction" of the insured's "principal location" listed in the Declarations during the policy period. The limit of insurance for this coverage is \$50,000 per policy period for all insureds combined. No deductible applies to this coverage.

E. Fundraising Event Blackout

We will reimburse the insured for "fundraising expenses" that are incurred due to the cancellation of a fundraising event caused by the lack of electric supply resulting in a power outage, provided the fundraising event is not re-scheduled. The fundraising event must have been planned at least thirty (30) days prior to the power outage. The limit of insurance for this coverage is \$25,000 per policy period for all insureds combined. No deductible applies to this coverage.

F. Identity Theft Expense

We will reimburse any present director or officer of the named insured for "identity theft expenses" incurred as the direct result of any "identity theft" first discovered and reported during the policy period; provided that it began to occur subsequent to the effective date of the insured's first policy with us. The limit of insurance for this coverage is \$50,000 per policy period for all insureds combined. No deductible applies to this coverage.

G. Image Restoration and Counseling

We will reimburse the insured for expenses incurred for image restoration and counseling arising out of "improper acts" by any natural person.

Covered expenses are limited to:

1. The costs of rehabilitation and counseling for the accused natural person insured, provided the natural person insured is not ultimately found guilty of criminal conduct; this reimbursement to occur after acquittal of the natural person insured;
2. The costs charged by a recruiter or expended on advertising, for replacing an officer as a result of "improper acts"; and
3. The costs of restoring the named insured's reputation and consumer confidence through image consulting.

The limit of insurance for this coverage is \$50,000 per policy period for all insureds combined.

No deductible applies to this coverage.

H. Key Individual Replacement Expenses

We will pay "key individual replacement expenses" if the Chief Executive Officer or Executive Director suffers an "injury" during the policy period which results in the loss of life during the policy period. The limit of insurance for this coverage is the lesser of \$50,000 or ten (10) times the annual premium paid for this policy. No deductible applies to this coverage.

I. Kidnap Expense

We will pay on behalf of any director or officer of the insured, reasonable fees incurred as a result of the kidnapping of them or their spouse, "domestic partner," parent or child during the policy period. Coverage will not apply to any kidnapping by or at the direction of any present or former family member of the victim.

Reasonable fees will include:

1. Fees and costs of independent negotiators;
2. Interest costs for any loan from a financial institution taken by you to pay a ransom demand or extortion threat;
3. Travel costs and accommodations incurred by the named insured;
4. Reward money paid to an informant which leads to the arrest and conviction of parties responsible for loss covered under this insurance; and
5. Salary, commissions and other financial benefits paid by you to a director or officer. Such compensation applies at the level in effect on the date of the kidnap and ends upon the earliest of:
 - a. Up to thirty (30) days after their release, if the director or officer has not yet returned to work;
 - b. Discovery of their death;
 - c. One hundred twenty (120) days after the last credible evidence following abduction that they are still alive; or
 - d. Twelve (12) months after the date of the kidnapping.

The limit of insurance for this coverage is \$50,000 each policy period for all insureds combined. No deductible applies to this coverage.

J. Political Unrest Coverage

We will reimburse any present director, officer, employee or volunteer of the named insured while traveling outside the United States of America for "emergency evacuation expenses" that are incurred as a result of an incident of "political unrest." This "political unrest" must occur during the policy period. No coverage is granted for travel to countries in a state of "political unrest" at the time of departure of the travel. The limit of insurance for this coverage is \$5,000 per covered person, subject to a maximum of \$25,000 per policy period for all insureds combined. No deductible applies to this coverage.

K. Temporary Meeting Space Reimbursement

We will reimburse the insured for rental of meeting space which is necessitated by the temporary unavailability of the insured's primary office space due to the failure of a climate control system, or leakage of a hot water heater during the policy period. Coverage will exist only for the renting of temporary meeting space required for meeting with parties who are not insured under this policy. The limit of insurance for this coverage is \$25,000 per policy period for all insureds combined. No deductible applies to this coverage.

L. Terrorism Travel Reimbursement

We will reimburse any present director or officer of the named insured in the event of a "certified act of terrorism" during the policy period which necessitates that he/she incurs "emergency travel expenses." The limit of insurance for this coverage is \$50,000 per policy period for all insureds combined. No deductible applies to this coverage.

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M. Travel Delay Reimbursement

We will reimburse any present director or officer of the named insured for any “non-reimbursable expenses” they incur as a result of the cancellation of any regularly scheduled business travel on a common carrier. The limit of insurance for this coverage is \$1,500 per policy period for all insureds combined. A seventy-two (72) hour waiting period deductible applies to this coverage.

N. Workplace Violence Counseling

We will reimburse the insured for emotional counseling expenses incurred directly as a result of a “workplace violence” incident at any of the insured’s premises during the policy period. The emotional counseling expenses incurred must have been for:

1. Your employees who were victims of, or witnesses to the “workplace violence”;
2. The spouse, “domestic partner,” parents or children of your employees who were victims of, or witnesses to the “workplace violence”; and
3. Any other person or persons who directly witnessed the “workplace violence” incident.

The limit of insurance for this coverage is \$50,000 per policy period for all insureds combined. No deductible applies to this coverage.

IV. DEFINITIONS

For the purpose of this endorsement, the following definitions apply:

- A. “Certified act of terrorism” means any act so defined under the Terrorism Risk Insurance Act, and its amendments or extensions.
- B. “Communicable disease” means an illness, sickness, condition or an interruption or disorder of body functions, systems or organs that is transmissible by an infection or a contagion directly or indirectly through human contact, or contact with human fluids, waste, or similar agent, such as, but not limited to Meningitis, Measles or Legionnaire’s Disease.
- C. “Domestic partner” means any person who qualifies as a domestic partner under the provisions of any federal, state or local statute or regulation, or under the terms and provisions of any employee benefit or other program established by the named insured.
- D. “Emergency evacuation expenses” mean:
 1. Additional lodging expenses;
 2. Additional transportation costs;
 3. The cost of obtaining replacements of lost or stolen travel documents necessary for evacuation from the area of “political unrest”; and
 4. Translation services, message transmittals and other communication expenses.

provided that these expenses are not otherwise reimbursable.

- E. “Emergency travel expenses” mean:

1. Hotel expenses incurred which directly result from the cancellation of a scheduled transport by a commercial transportation carrier, resulting directly from and within forty-eight (48) hours of a “certified act of terrorism”; and
2. The increased amount incurred which may result from re-scheduling comparable transport, to replace a similarly scheduled transport canceled by a commercial transportation carrier in direct response to a “certified act of terrorism”;

provided that these expenses are not otherwise reimbursable.

- F.** “Failed donation claim” means written notice to the insured during the policy period of:
1. The bankruptcy or reorganization of any donor whereby such bankruptcy or reorganization prevents the donor from honoring a prior written pledge of funds or other measurable, tangible property to the insured; or
 2. The unemployment or incapacitation of a natural person donor preventing him/her from honoring a prior written pledge of funds or other measurable, tangible property to the insured.
- G.** “Fundraising expenses” mean deposits forfeited and other charges paid by you for catering services, property and equipment rentals and related transport, venue rentals, accommodations (including travel), and entertainment expenses less any deposits or other fees refunded or refundable to you.
- H.** “Identity theft” means the act of knowingly transferring or using, without lawful authority, a means of identification of any director or officer (or spouse or “domestic partner” thereof) of the named insured with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.
- I.** “Identity theft expenses” mean:
1. Costs for notarizing affidavits or similar documents attesting to fraud required by financial institutions or similar credit grantors or credit agencies;
 2. Costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors; and
 3. Loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information.
- J.** “Improper acts” means any actual or alleged act of:
1. Sexual abuse;
 2. Sexual intimacy;
 3. Sexual molestation; or
 4. Sexual assault;

committed by an insured against any natural person who is not an insured. Such “improper acts” must have been committed by the insured while in his or her capacity as an insured.

- K.** “Injury” whenever used in this endorsement, other than in Section **III. A. Business Travel**, means any physical damage to the body caused by violence, fracture or an accident.
- L.** “Key individual replacement expenses” mean the following necessary expenses:
1. Costs of advertising the employment position opening;
 2. Travel, lodging, meal and entertainment expenses incurred in interviewing job applicants for the employment position opening; and
 3. Miscellaneous extra expenses incurred in finding, interviewing and negotiating with the job applicants, including, but not limited to, overtime pay, costs to verify the background and references of the applicants and legal expenses incurred to draw up an employment contract.
- M.** “Natural catastrophe” means hurricane, tornado, earthquake or flood.
- N.** “Non-reimbursable expenses” means the following travel-related expenses incurred after a seventy-two (72) hour waiting period, beginning from the time documented on the proof of cancellation, and for which your director or officer produces a receipt:
1. Meals and lodging;
 2. Alternative transportation;
 3. Clothing and necessary toiletries; and
 4. Emergency prescription and non-prescription drug expenses.
- O.** “Political unrest” means:
1. A short-term condition of disturbance, turmoil or agitation within a foreign country that poses imminent risks to the security of citizens of the United States;
 2. A long-term condition of disturbance, turmoil or agitation that makes a foreign country dangerous or unstable for citizens of the United States; or
 3. A condition of disturbance, turmoil or agitation in a foreign country that constrains the United States Government’s ability to assist citizens of the United States, due to the closure or inaccessibility of an embassy or consulate or because of a reduction of its staff
- for which either an alert or travel warning has been issued by the United States Department of State.
- P.** “Principal location” means the headquarters, home office or main location where most business is substantially conducted.
- Q.** “Unforeseeable destruction” means damage resulting from a “certified act of terrorism,” fire, collision or collapse which renders all of the insured’s “principal locations” completely unusable.
- R.** “Workplace violence” means any intentional use of or threat to use deadly force by any person with intent to cause harm and that results in bodily “injury” or death of any person while on the insured’s premises.