ALLIED HEALTHCARE PROVIDERS
PROFESSIONAL AND SUPPLEMENTAL LIABILITY
INSURANCE POLICY

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine your rights, duties and what is and is not covered. Words in bold have specific meanings defined within this policy. Refer to SECTION V – DEFINITIONS.

In consideration of the payment of the premium and in reliance upon all statements and information furnished to us, including all statements made in the application form, its attachments and the material incorporated therein, we agree as follows:

SECTION I – COVERAGE

A. ALLIED HEALTHCARE PROVIDERS PROFESSIONAL AND SUPPLEMENTAL LIABILITY

1. Insuring Agreements
   a. Coverage A – Professional Liability

   We will pay on your behalf those sums that you become legally obligated to pay as damages because of a professional incident that takes place in the coverage territory and occurs during the policy period. The professional incident must result from the practice of the profession shown in the Declarations. This includes services performed by you as a member of a credentialing group or utilization review panel, as a case management reviewer or clinical evaluator, or as a member of a board or committee of a hospital or professional society where similar services are performed by you.

   b. Coverage B – Supplemental Liability

      (1) Bodily Injury and Property Damage Coverage

      We will pay on your behalf those sums that you become legally obligated to pay as damages, other than those for which coverage is provided under Coverage A, for bodily injury or property damage that takes place in the coverage territory and occurs during the policy period. It must result from a professional incident that arises out of the profession shown in the Declarations.

      (2) Personal Injury Coverage

      We will pay on your behalf those sums that you become legally obligated to pay as damages, other than those for which coverage is provided under Coverage A, for personal injury that takes place in the coverage territory and occurs during the policy period. It must result from a professional incident that arises out of the profession shown in the Declarations.

2. Exclusions

   This insurance does not apply to claims or suits for damages:

   a. Arising out of any occupation, business, profession, or personal activity other than the profession specified in the Declarations;
b. Arising out of any liability you assume under any contract or agreement. This exclusion does not apply to:

(1) Liability you assume under a contract with a health maintenance 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 you have furnished or supplied in connection with treatment you have provided;

c. Arising out of any liability you have as a proprietor, owner, superintendent, director, partner, manager, administrator or executive officer of any hospital, nursing home, medical clinic, health maintenance organization, managed care facility, sanitarium, or any other facility with bed and board arrangements;

d. Arising out of the ownership, maintenance, use or entrustment to others of any aircraft, auto or watercraft owned or operated by, or rented or loaned to you. Use includes operation and loading or unloading;

e. Arising out of the prescription, utilization, furnishing, or dispensing of drugs or medical, dental or nursing supplies or appliances, except as directed by a physician in your normal course of practice;

f. Arising out of your intentional wrongful acts;

g. Arising out of injury to you or any consequential injury to your spouse, child, parent, brother or sister. This exclusion applies:

(1) Whether you may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury;

h. Arising out of any of your obligations under a workers’ compensation, disability benefits or unemployment compensation law or any similar law;

i. Arising out of any claim made by a person because of any:

(1) Refusal to employ that person;

(2) Termination of that person’s employment;

(3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, sexual harassment, humiliation or discrimination directed at that person; or

(4) Arising out of actual or alleged discrimination.

This exclusion applies:

(1) Whether you may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages;
j. Arising from advertising injury or personal injury. However, this exclusion does not apply to personal injury when the offense arises out of a professional incident and the personal injury does not arise out of:

(1) Oral or written publication of material, if done by you or at your direction with knowledge of its falsity;

(2) Oral or written publication of material, whose first publication took place before the beginning of the policy period; or

(3) The willful commission of a criminal act(s);

k. Arising out of damage to property:

(1) Owned, occupied or used by you;

(2) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by any of you;

(3) Which is or was in your possession or in the possession of any person acting on behalf of any of you; or

(4) That is real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are or were performing operations;

l. Arising out of any:

(1) Pollution hazard;

(2) Nuclear hazard;

(3) Asbestos hazard; or

(4) Lead hazard;

m. Arising out of unfair competition or violation of any anti-trust laws;

n. Arising out of the inability or failure of you or others to collect or pay money, including fee disputes and third party reimbursement disagreements;

o. Arising out of your gaining any personal profit or advantage to which you are not legally entitled;

p. Arising out of liability under the Employment Retirement Income Security Act of 1974 (ERISA) and any amendments to that act, or any similar federal or state law;

q. Arising out of any criminal, dishonest, fraudulent or malicious act or omission. This exclusion does not apply to any of you who did not:

(1) Personally participate in committing any such act; or

(2) Remain passive after having personal knowledge of any such act or omission;

r. Arising out of any claim made or suit brought against any of you by another insured;

s. Arising out of sexual therapy, where sexual contact is used as a form of treatment thereof, or
where any surrogate sexual therapy related to sexual dysfunction is employed;

t. Arising out of any business relationship or venture with any prior or current patient or relative of a prior or current patient of yours;

u. Physical abuse, sexual abuse or licentious, immoral or sexual behavior whether or not intended to lead to, or culminating in any sexual act, whether caused by, or at the instigation of, or at the direction of, or omission by any of you. However, 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 only pay fees, costs and expenses of such defense. Our duty to defend will cease upon admission of guilt by you, or if you are adjudicated guilty or liable. We will have no obligation to appeal any such judgment or adjudication; and

v. Any claim arising from professional services that you provide when:

(1) You are not properly licensed or certified by the laws of the state(s) in which you provide such services; or

(2) Such services are not authorized or permitted by the laws of the state(s) in which your professional services are provided.

B. SUPPLEMENTAL PAYMENTS

We will pay, with respect to any claim or suit we defend:

1. All expenses we incur including defense costs;

2. Up to $300 for the cost of bail bonds to release attachments, but only for bond amounts within the applicable limit of liability. We do not have to furnish these bonds;

3. All reasonable expenses incurred by you at our request to assist us in the investigation or defense of a claim or suit, including actual loss of earnings up to $1,000 per day because of time off from work, subject to a maximum of $35,000 for any claim or suit;

4. All costs taxed against you in the suit;

5. Prejudgment interest awarded against you on that part of the judgment we pay. If we make an offer to pay the applicable limit of liability, we will not pay any prejudgment interest based on that period of time after the offer; and

6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of liability.

These payments will not reduce the limits of liability otherwise available under this policy.

C. ADDITIONAL POLICY BENEFITS

1. Deposition Expense

We will pay for reasonable legal expenses incurred by you for appearance at a deposition to which you are required to submit, and that involves the professional occupation shown in the Declarations. No insured will be reimbursed more than $10,000 per professional incident. This benefit is subject to a limitation of $35,000 per deposition received.
2. **State Licensing Board Investigation Expenses**

We will pay reasonable expenses that you incur resulting from an investigation or proceeding by a state licensing board or other regulatory body provided that the investigation or proceeding arises out of events which could result in claims covered by this policy. **We** will not be responsible for conducting such investigation or providing such defense. The maximum aggregate amount we will pay for this benefit is $35,000. Reasonable expenses will include those you or we incur for legal defense, including the production of expert witnesses, as well as your travel expenses to such proceedings.

3. **Medical Expenses**

We will pay, regardless of fault, for necessary medical expenses incurred within a three (3) year period from the date of an accident arising out of professional services rendered by you. The most we will pay for medical expenses is $5,000 per person, subject to a $50,000 aggregate in any single policy period.

This coverage is provided on the condition that the injured person or someone on their behalf shall give us written proof of a claim for medical expenses, under oath if required. If we request, the injured person shall execute an authorization to enable us to obtain medical reports and copies of all records. The injured person will also submit to physical examinations by physicians selected by us. The examinations will be made when, and as often as, we may reasonably require. Payment by us to an injured person will not imply an admission of liability. Each payment will reduce the total amount payable for such bodily injury if liability is later established.

We will not pay under this extension of coverage for bodily injury:

a. To any person included within the definition of an insured;

b. Resulting from selling, serving or giving alcoholic beverages;

c. To any person practicing, instructing, or participating in any physical training, sports, athletic activity or contest, whether on a formal or informal basis; or

d. Arising out of any medical, surgical, dental, x-ray or other health service or treatment performed by you, including the dispensing of drugs, medical, dental, or surgical supplies, except as directed by a physician and in the normal practice as an insured.

4. **First Aid Coverage**

We will pay up to $5,000 for amounts which you voluntarily pay or incur for first aid rendered to others, as a result of bodily injury covered by this policy. The first aid must be provided within a forty-eight (48) hour period after the bodily injury occurs. This provision does not apply to payments for first aid rendered to any person defined as an insured in this policy. The total amount payable for all first aid coverage shall not exceed $15,000 for all first aid rendered during the policy period.

5. **Assault Coverage**

We will pay for expenses you incur, up to $15,000 for bodily injury to you or property damage to your personal property, other than your mode of transportation, resulting from an assault on you while traveling to and from your place of employment. This coverage is excess over any available insurance specifically written as primary insurance covering such bodily injury or property damage.

These payments are in addition to the applicable limits of liability, and shall not serve to reduce the
available limits remaining under the policy.

SECTION II – WHO IS AN INSURED

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

A. If you are an individual, the insured so designated in the Declarations;

B. If you are a partnership, the partnership so designated in the Declarations and any partner thereof; or

C. If you are a corporation, the corporation so designated in the Declarations, and any owner, officer, director, trustee, or stockholder thereof, and:
   1. Any employee of yours but only for acts within the scope of his/her employment by you; and
   2. Any student in training or volunteer, but solely while such person is acting within the scope of his/her duties for, or on behalf of you.

SECTION III – LIMITS OF LIABILITY

A. The limits of liability shown in the Declarations and the provisions below define the most we will pay regardless of the number of:
   1. Insureds;
   2. Claims made or suits brought; or
   3. Persons or organizations making claims or bringing suits.

B. The Aggregate Limit is the most we will pay for all damages to which this insurance applies.

C. Subject to B. above, the Each Incident Limit is the most we will pay for the sum of all damages arising out of the same professional incident to which this insurance applies. The limits of liability apply separately to each policy period.

D. If both Coverages A and B as shown in the Declarations applies to the same claim, our liability is limited as follows:
   1. In no event will the limits of liability of Coverages A and B be added together, combined, or stacked to determine the applicable limit of liability;
   2. The total limits of liability under both Coverages A and B will not exceed the highest applicable limit of Coverage A or of Coverage B; and
   3. We, in our sole discretion, will conclusively determine which coverage applies and in what proportion.

E. Claim expenses will be paid in addition to the stated limits of liability shown in the Declarations. However, exhaustion of these limits shall relieve us from being liable to make further payment for claim expenses. In no event will claim expenses be paid by us when the applicable limits of liability have been exhausted due to the payment of, or tender for payment of, damages.

SECTION IV – CONDITIONS

A. YOUR AUTHORITY AND DUTIES
You agree to act on behalf of all insureds with respect to cancellation, notice of any professional incident, claim or suit, payment or return of any premium, or consent to a claim settlement that we recommend. Each insured, by accepting this insurance, agrees to:

1. Have you act for them in such matters; and

2. Promptly notify you, in writing, of any professional incident which may result in a claim, or any claim or suit brought against any insured.

B. DUTIES IN THE EVENT OF A CLAIM OR SUIT

1. You must, as soon as is practicable, notify us in writing of a professional incident that may result in a claim. To the extent possible, notice should include:
   
   a. All available information about the circumstances concerning the professional incident including:
      
      (1) How, when, and where it took place; and
      
      (2) The names and addresses of any witnesses and persons seeking damages; and
   
   b. What claim you think may result.

   However, even when you notify us of a professional incident, this does not relieve you of your obligation to also notify us of any resulting claim or suit.

2. If a claim is made or suit is brought against any insured, you must, as soon as is practicable, notify us in writing of any claim or suit. Please submit the requisite information to the following address:

   Philadelphia Insurance Companies
   One Bala Plaza, Suite 100
   Bala Cynwyd, Pennsylvania 19004
   Attention: Claims Department

   Such notice shall be effective on the date of receipt by us at such address.

3. You must:
   
   a. Immediately send us copies of any demands, notices, summonses, legal papers received in connection with the claim or suit;
   
   b. Authorize us to obtain records and other information;
   
   c. Cooperate with us in the investigation, settlement or defense of any claim or suit;
   
   d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to you because of injury or damage to which this insurance may also apply; and
   
   e. In no way jeopardize our rights after a professional incident.

C. LEGAL ACTION AGAINST US

No person or organization has a right under this policy:
1. To join us as a party or otherwise bring us into a suit asking for damages from an insured; or

2. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of liability. An agreed settlement means a settlement and release of liability signed by us, you and the claimant or the claimant’s legal representative.

D. OTHER INSURANCE

If all or part of any covered claim or suit is covered by other insurance, whether on a primary, excess, umbrella, contingent, or any other basis, then this policy:

1. Will be excess with respect to Coverage A; and

2. Will not apply and no coverage will be afforded under this policy with respect to Coverage B. However, when the limits of this policy are greater than the limits of all other insurance, then this policy will provide excess insurance up to an amount sufficient to give you, as respects the amount afforded under Coverage B, a total limit of liability equal to the limit of liability provided by this policy.

This will apply even as to fully or partially self-insured programs, and policies in which you have a deductible or have retained a self-insured portion of the risk. In no event will this policy be construed to contribute more than on an excess basis. This provision will not apply to coverage under an excess policy that is specifically written to be excess of this policy and that specifically refers to this policy as an underlying policy.

E. REPRESENTATIONS

By accepting this policy, you agree that:

1. The statements in the application and any supplement are accurate and complete;

2. Those statements are based upon representations you made to us; and

3. We have issued this policy in reliance upon your representations.

F. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If you have rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. You must do nothing after loss to impair them. At our request, you will bring suit or transfer those rights to us and help us enforce them.

G. SETTLEMENT

If you refuse to consent, within a reasonable period of time, to any settlement offer we recommend and elect to contest the claim or continue any legal proceedings in connection with such claim then, subject to provisions of SECTION III – LIMITS OF LIABILITY, our liability for the claim will not exceed the amount for which the claim could have been settled, plus the cost of defense incurred by us up to the date of such refusal.

H. TWO OR MORE COVERAGE PARTS OF POLICIES ISSUED BY US

It is our stated intention that the various coverage parts or policies issued to you by us, or any entity
affiliated with us, do not provide any duplication or overlap of coverage for the same claim or suit. We have exercised diligence to draft our coverage parts or policies to reflect this intention, but should the circumstances of any claim or suit give rise to such duplication or overlap of coverage then, notwithstanding the other insurance provision, if this policy and any other coverage part or policy issued to you by us, or any entity affiliated with us, apply to the same professional incident, occurrence, offense, wrongful act, accident or loss, the maximum limit of liability under all such coverage parts or policies combined shall not exceed the highest applicable limit of liability under any one coverage part or policy.

I. LIBERALIZATION

If we receive approval to issue a revised version of this form that would broaden the coverage under this policy during the coverage term, the broadened coverage will apply to this policy on the date of such approval, without additional premium.

J. CANCELLATION / NONRENEWAL / INCREASE IN PREMIUM OR DECREASE IN COVERAGE

1. You may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. If this policy has been in effect for less than sixty (60) days, we may cancel this policy by mailing by first-class mail or delivering to you written notice of cancellation at least:
   a. Ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. Thirty (30) days before the effective date of cancellation if we cancel for any other reason.

3. If this policy has been in effect for sixty (60) days or more, or is a renewal of a policy we issued, we may cancel this policy by mailing, through first-class mail to you, written notice of cancellation:
   a. Including the actual reason, at least ten (10) days before the effective date of cancellation, if we cancel for nonpayment of premium; or
   b. At least thirty (30) days before the effective date of cancellation if we cancel for any other reason.

4. We may only cancel this policy based on any of the following reasons:
   a. Nonpayment of premium;
   b. A false statement knowingly made by you on the application for insurance; or
   c. Any other legally permissible reason.

5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date provided proper notice is given.

6. If this policy is canceled, we will send you any premium refund due. If we cancel, the refund will be pro rata. If you cancel, the refund will be at least ninety percent (90%) of the pro rata refund.

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

8. We will not increase the premium unilaterally or decrease the coverage benefits on renewal of
this policy, unless we mail through first-class mail written notice of our intention, including the actual reason, to your last mailing address known to us, at least thirty (30) days before the effective date.

9. Any decrease in coverage during the policy term must be based on one or more of the following reasons:

   a. Nonpayment of premium;

   b. A false statement knowingly made by you on the application for insurance;

   c. A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy, unless you have notified us of the change and we accept such change; or

   d. Any other legally permissible reason.

10. If any notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

A. Advertising injury means injury arising out of one or more of the following offenses committed in the course of advertising your goods, products or services:

   1. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

   2. Oral or written publication of material that violates a person's right of privacy;

   3. Misappropriation of advertising ideas or style of doing business; or

   4. Infringement of copyright, title or slogan.

B. Asbestos hazard means:

   1. a. Inhaling, ingesting or prolonged physical exposure to asbestos or goods or products containing asbestos;

   b. The use of asbestos in constructing or manufacturing any goods, product or structure;

   c. The removal of asbestos from any good, product or structure;

   d. Any request, demand, or order for the removal of asbestos from any good, product or structure; or

   e. The manufacture, sale, transportation, storage of, disposal of asbestos or goods or products containing asbestos; and

   2. The investigation, settlement or defense for any claim, suit, proceeding, damages, loss, cost or expense excluded by 1. above.

C. Auto means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment.

D. Bodily injury means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
E. **Claim** means a demand made upon you for **damages**. All **claims** arising out of the same act or omission which are logically or causally connected in any way shall be deemed as a single **claim**.

F. **Claim expenses** means fees charged by any lawyer designated by us and all other fees, costs, and expenses resulting from the investigation, adjustment, defense, and appeal of a **claim**, if incurred by us. **Claim expenses** shall also include:

1. Premiums on bonds to release attachments and appeal bonds, limited to that portion of such bonds that does not exceed the limits of liability of this policy, but without any obligation by us to apply for or furnish such bonds;
2. Costs taxed against you in any suit except for any contempt citations;
3. Interest accruing after the entry of judgment, but only for that portion of the judgment which does not exceed the applicable limits of liability, and only until we have tendered to the court or paid to you our portion of such judgment as does not exceed our limit of liability thereon; and
4. Reasonable expenses incurred by you at our request in assisting in the investigation and defense of any **claim**, other than loss of earnings.

**Claim expenses** shall not include:

1. Any amounts incurred in defense of any **claim** for which any other insurer has a duty to defend, regardless of whether or not such other insurer undertakes such duty;
2. Salaries, wages, overhead or benefit expenses associated with any **insured** except as specified in SECTION I – COVERAGE, Paragraph C. ADDITIONAL POLICY BENEFITS above; or
3. Salaries, wages, overhead or benefit expenses associated with your employees.

G. **Coverage territory** means:

1. The United States of America (including its territories and possessions), Puerto Rico and Canada;
2. All parts of the world, if:
   a. The injury or damage arises out of the activities of a person whose home is in the territory described in 1. above, but is away temporarily on your business; and
   b. **Your** responsibility to pay **damages** is determined in a suit on the merits, in the territory described in 1. above or in a settlement we agree to; and
3. If suit is brought within 1. above.

H. **Damages** means a monetary:

1. Judgment;
2. Award; or
3. Settlement,

but does not include fines, sanctions, penalties, punitive or exemplary damages or the multiple portion of any **damages**.
I. Insured, you, your and yours means the individual or the association, partnership, or corporation named in the Declarations or qualifying as an insured under SECTION II – WHO IS AN INSURED, above.

J. Lead hazard means:

1. a. Exposure to or existence of lead, paint containing lead, or any other material or substance containing lead; or

   b. Manufacture, distribution, sale, resale, rebranding, installation, repair, removal, encapsulation, abatement, replacement or handling of lead, paint containing lead, or any other material or substance containing lead, whether or not the lead is or was at any time airborne as a particulate, contained in a product ingested, inhaled, transmitted in any fashion, or found in any form whatsoever;

2. a. Any testing for, monitoring, cleaning up, removing, abating, containing, treating or neutralizing lead, paint containing lead, or any other substance or material containing lead or in any way responding to or assessing the effects of lead; or

   b. Any request, demand or order to test for, monitor, clean up, remove, abate, contain, treat or neutralize lead, paint containing lead, or any other substance or material containing lead; or in any way respond to, or assess the effects of lead; and

3. The investigation, settlement or defense of any claim, suit, proceeding, damages, loss, cost or expense excluded by 1. and 2. above.

K. Loading or unloading means the handling of property:

1. After it is moved from its initial place to the place where it is accepted for movement into or onto an aircraft, watercraft or auto;

2. While it is in or on an aircraft, watercraft or auto; or

3. While it is being moved from an aircraft, watercraft or auto to the place where it is finally delivered;

   but loading or unloading does not include the movement of property by means of a mechanical device, other than a hand-truck that is not attached to the aircraft, watercraft or auto.

L. Nuclear hazard means the existence of any nuclear reactor or device, nuclear waste storage or disposal site, or any other nuclear facility, or the transportation of nuclear material, or the hazardous properties of nuclear material which includes but is not limited to, source material, special nuclear material, and by-product material as those terms are defined in the Atomic Energy Act of 1954 and any law amendatory thereof and any similar federal, state or local statutory, civil or common law.

M. Personal injury means injury, other than bodily injury, arising out of one or more of the following offenses:

1. False arrest, detention or imprisonment;

2. Malicious prosecution;

3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies by or on behalf of its owner, landlord, or lessor;
4. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or

5. Oral or written publication of material that violates a person's right of privacy.

N. **Pollutants** mean any noise, solid, semi-solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, mists, acids, alkalis, chemical, biological, and etiologic agents or materials, electromagnetic or ionizing radiation and energy, genetically engineered materials, teratogenic, carcinogenic and mutagenic materials, waste and any other irritant or contaminant. Waste includes any materials to be disposed, recycled, reconditioned, or reclaimed.

O. **Pollution hazard** means:

1. a. Any actual, alleged, or threatened emission, discharge, seepage, migration, release, or escape of **pollutants** at any time;
   b. Any clean up of **pollutants**; or
   c. Any request, demand or order for any clean up of **pollutants**; and

2. The investigation, settlement or defense of any claim, suit, proceeding, damages, loss, cost or expense excluded by 1. above.

Clean up includes monitoring, removal, containment; treatment, detoxification or neutralization of, testing for, or response in any way to, or assessment of the effects of **pollutants**.

P. **Professional incident** means any actual or alleged negligent:

1. Act;
2. Error; or
3. Omission;

in the actual rendering of professional services to others in your capacity as an **insured** including professional services performed as a member of a credentialing group or utilization review panel, as a case management reviewer or clinical evaluator, or as a member of a board or committee of a hospital or professional society where similar services are performed by you.

An incident shall not be considered a **professional incident** merely for occurring on or near a premises occupied by you.

Any or all **professional incidents** arising from interrelated or a series of acts, errors or omissions shall be deemed to be one **professional incident** taking place at the time of the earliest **professional incident**.

Q. **Property damage** means:

1. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

2. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **professional incident** that caused it.

For the purposes of this insurance, electronic data is not tangible property.
As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

R. **Suit** means a civil proceeding in which **damages** are sought and to which this insurance applies. **Suit** also includes:

1. An arbitration proceeding in which such **damages** are sought and to which **you** must submit or do submit with our consent; or

2. Any other alternative dispute resolution proceeding in which such **damages** are sought and to which **you** submit with our consent.

S. **We, us, our** means the insurance company shown in the Declarations (a stock insurance company).

IN WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary. This policy shall not be valid unless signed on the Declarations Page by our duly authorized representative.