



**CAPSON PHYSICIANS INSURANCE COMPANY
A STOCK INSURANCE COMPANY
THIS IS A CLAIMS-MADE POLICY**

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PROFESSIONAL LIABILITY AGREEMENT

THIS FORM PROVIDES CLAIMS-MADE COVERAGE

PLEASE READ THE ENTIRE FORM CAREFULLY

THIS FORM COVERS CLAIMS FIRST MADE AGAINST AN INSURED WHICH ARISE OUT OF A MEDICAL INCIDENT AFTER THE RETROACTIVE DATE SHOWN ON THE POLICY DECLARATIONS AND/OR ENDORSEMENTS, AND REPORTED TO CAPSON DURING THE POLICY PERIOD

Throughout this policy the words “**you**” and “**your**” refer to the **First Named Insured** and any **Additional Named Insured/s** shown in the **Declarations and/or Endorsements**. The words “**we**”, “**us**” “**our**” and “**CPIC**” refer to Capson Physicians Insurance Company. The word “**insured**” means any person or organization qualifying as such under **SECTION 2: WHO IS AN INSURED**

Other words and phrases that are bolded have special meaning. Refer to **SECTION 8: DEFINITIONS**

SECTION 1: COVERAGES

The coverage provided in this **policy** is written on a claims-made basis. The coverage provided is in consideration of the payment of the **premium** stated in the **Declarations and/or Endorsements** and in compliance with all the terms of this **policy**, including the Conditions and Exclusions contained in this **policy**, as well as in reliance upon statements made in the application for insurance. **CPIC** will pay all sums that any **First Named Insured/Additional Named Insured** shown in the **Declarations and/or Endorsements** under this **policy** is held to be legally obligated to pay as **damages** resulting from **injury** covered by this insurance. In order for a **claim** to be covered by this **policy**, the following requirements must be met:

First, the **injury** must arise out of a **medical incident**. Second, the **medical incident** must not have taken place before the **retroactive date** that is listed in the **Declarations and/or Endorsements** nor must it have occurred after the end of the **policy period** listed in the **Declarations and/or Endorsements**. Third, there must be a **claim** for **damages** because of **injury** that is first made against an **insured** during the **policy period** in the **Declarations and/or Endorsements** or any applicable reporting period. In this regard, a **claim** will be deemed to have been made when there is written notice of the **claim** received by **CPIC**.

SECTION 2: WHO IS AN INSURED

The **First Named Insured** and any **Additional Named Insured** shown in the **Declarations** and any **named insured endorsement** will be an **insured** under this **policy**. If the **First Named Insured** listed in the **Declarations** is a sole physician proprietary member of a professional association, the professional association will also be included within the same coverage afforded the **First Named**

Insured as though such sole professional association were one and the same as the **First Named Insured**. Only one **Per Claim limit of liability** and one **Aggregate Claims limit of liability** shall be applicable to the **First Named Insured** and the sole professional association.

SECTION 3: LIMITS OF LIABILITY

This **policy** has **limits of liability** that are set forth in the **Declarations** or any **Limits of Liability Endorsement**. The limits of **liability** will be applied as follows:

The Per Claim limit of liability is the most that **CPIC** will pay for a **claim** first made during the **policy period** and covered by this **policy** as a **medical incident**. Only one **Per Claim limit of liability** shall be applicable to all **damages** arising from a single **medical incident** regardless of the number of **claims** made or **suits** filed, and regardless of the number of **policies** or **policy periods** involved with any **medical incident**. If a **medical incident** involves **injuries** to more than one patient, (such as in obstetrical services to the mother and fetus(es)/child or children), a single **Per Claim limit of liability** shall be applicable for all such injuries, **claims**, and resulting **suits**. In addition, a single **Per Claim limit of liability** shall be applicable to aggregate claims by the patient, the family members, or the heirs or estate of such patient. The **limits of liability** under this **policy** shall not be stacked, added, or combined in any manner to increase liability under this **policy** even though a single **medical incident** may involve multiple claimants, multiple **claims** or **injuries**, multiple **suits**, multiple **policies**, or multiple **policy periods**.

The Aggregate Claims limit of liability is the most that **CPIC** will pay for the aggregate of all **damages** arising from all **medical incidents** for which **claims** are first made during the **policy period** of this **policy**.

When a **claim** is first made against any **named insured** during the **policy period**, and thereafter, during the same or subsequent **policy period**, one or more additional **claims** or **suits** are reported arising out of, directly or indirectly, the same **medical incident**, all such subsequent **claims** or **suits** shall be considered to have been first made against such **insured** at the same time and during the same **policy period** as such **claim** was initially reported, and a single **Per Claim limit of liability** shall be applicable.

Notwithstanding any other provision of this **policy** or the **Declarations** to the contrary, if any **Limits of Liability Endorsement** or **Extended Reporting (Tail) Endorsement** is applicable to this **policy**, only the **limits of liability** stated therein shall apply to the extent set forth therein. Every change of any **limit of liability** set forth in any **Limits of Liability Endorsement** issued shall be applied in accordance with the terms stated in such **Limits of Liability Endorsement**. When a **medical incident** takes place over multiple **policy periods** and a **Limits of Liability Endorsement** applies to this **policy**, the **limit of liability** applicable to the earliest **policy period** during which such **claim** was reported shall apply.

SECTION 4: SUPPLEMENTARY PAYMENTS

CPIC will also pay additional benefits under this **policy** besides those described above in **SECTION 1: COVERAGES**. With respect to any **claim** that **CPIC** investigates or settles or any **suit** that **CPIC** defends, **CPIC** will pay the following expenses which will not reduce the **limits of liability** that are

provided by the **policy**. The additional expenses that **CPIC** agrees to pay are the following. (1) **CPIC** will pay all expenses **CPIC** incurs in investigating, settling or defending any **claim** or **suit** brought against any **insured**; (2) **CPIC** will pay the premium for a supersedeas bond to prevent execution on any judgment, but only for bond amounts that are within the **limits of liability** of the **policy**. Even though **CPIC** will pay the premiums on these bonds, it is not required to furnish the bonds; (3) **CPIC** will pay all costs of court that may be assessed against any **insured** in any judgment; (4) **CPIC** will pay all post-judgment interest on that part of any judgment covered by the **policy** that may be entered against any **insured** before **CPIC** has paid, offered to pay, or deposited in court the part of the judgment that is covered by **CPIC's policy**; and (5) **CPIC** will reimburse the **First Named Insured** for reasonable expenses, incurred while participating at **CPIC's** request in **CPIC's** defense of a **claim**, at trial or mediation. These expenses shall not exceed **CPIC's** allowance rates in effect at the time of trial or mediation.

SECTION 5: DEFENSE, INVESTIGATION AND SETTLEMENT

In the event a **claim** and/or a suit that is covered by this policy is brought against an **insured** that is covered by this **policy**, **CPIC** will defend any **claim** or **suit** seeking **damages** against the **insured** which are covered under the terms of the **policy**. Once a judgment has been entered against any **insured** in a **suit**, **CPIC** is not required to appeal that judgment. **CPIC** may at its discretion appeal such a judgment if **CPIC** determines the appeal to be reasonable and appropriate. If **CPIC** decides an appeal is reasonable and appropriate, the **insured** will cooperate and not take any actions that would prevent **CPIC** from taking the appeal. Once the **limit of liability** has been exhausted by payment of judgments or settlements, **CPIC** will not be obligated any further to defend or investigate any **suits** or **claims**.

CPIC may settle any **claim** or **suit** but only if the **First Named Insured/Additional Named Insured** gives **CPIC** consent in writing. In the event the **named insured** is not a person, such consent shall be provided by an authorized representative. In the event one or more **Additional Named Insureds** share limits with the **First Named Insured**, consent to settle shall be given by the **First Named Insured**. A Physician who is an **Additional Named Insured** must give consent to settle any claim and/or suit. After the death or adjudication of legal incompetency of the **insured** or after a verdict or judgment is rendered against the **insured**, **CPIC** is no longer required to obtain the written consent of the **insured** before settling a **claim** or **suit**.

SECTION 6: CONDITIONS

Insured's Duties Upon Receipt Of Claim, Suit or Notice or Notice Of Medical Incident

1. If **you** receive a written notice of **claim** or are served with a **suit**, **you** must notify **CPIC** immediately in writing. **You** must also see to it that **CPIC** is notified in writing as soon as practicable of a circumstance which may result in a **claim**. To the extent possible, written notice should include:
 - (a) Specific circumstances surrounding the **medical incident**;
 - (b) The nature and addresses of any injured persons and witnesses; and
 - (c) The nature and location of any **injury** arising out of the **medical incident**. Notice of a circumstance is not notice of a **claim**.

2. If a **claim** is received by any **named insured**, **you** must:
 - (a) Immediately record the specifics of the **claim** and the date received; and
 - (b) Notify **CPIC** in writing as soon as practicable.
3. **You** and any other involved **named insured** must:
 - (a) Immediately send **CPIC** copies of any demands, notices, summonses, or legal papers received in connection with the **claim**;
 - (b) Authorize **CPIC** to obtain records and other information;
 - (c) Cooperate with **CPIC** in the investigation or settlement of the **claim** or defense against the **suit**; and
 - (d) Assist **CPIC**, upon our request, in the enforcement of any right against any person or organization which may be liable to the **insured** because of **injury** to which this insurance may also apply.
4. No **named insured** shall admit liability, voluntarily make a payment, assume any obligation, or incur any expense without **CPIC's** written consent. Any such payment, obligation or expense, will not be reimbursed by **CPIC**, even if it is a cost that would otherwise be covered under the **policy**.
5. Defense Counsel will be selected for **you** by **CPIC**. **You** have a right to your own personal counsel to advise **you**, but **CPIC** has no obligation to pay the **attorney's** fees or costs of **your** personal counsel.
6. Copies of **claims** or notices shall be sent immediately by fax or email to **CPIC**. Faxes may be sent to **512-609-7909**. Email may be sent to **claims@capson.com**. In addition to the faxes or emails, the original **claims** or notice should be sent by mail to **CPIC's** home office address at: **221 West 6th Street, Suite 301, Austin, Texas 78701.**

Changes In Insured's Practice

If **your** practice has changed in any of the following ways since **your** original application or renewal application, **you** must notify **CPIC** in writing within 14 days of such changes. Changes may result in conditions that may not be covered by this **policy**. Therefore, it is important that **you** notify **CPIC** so that **CPIC** can advise **you** of any such condition. **You** must notify **CPIC** of:

1. Any change in **your** specialty;
2. Any change in the services provided by **you**;
3. Any change in physicians or **employed non-physician healthcare providers** in **your** practice;
4. Any change in the location of **your** practice; or

5. Any change in the full-time or part-time nature of **your** practice;

Other Insurance

The coverage provided by this **policy** is secondary to, and in excess of, any other insurance.

Subrogation

If any payment under this **policy** is made by **CPIC**, **CPIC** shall be subrogated to all rights of recovery with respect to **you** against any person, insurer, or organization of any kind. Furthermore, **you** shall execute and deliver instruments and papers and further do whatever else is necessary or appropriate to secure such rights. **You** shall not do anything after a loss to prejudice any such right.

Action against CPIC

No person or organization has a right under this policy to join **CPIC** as a party or otherwise bring **CPIC** into a suit asking for **damages** from an **insured**, or to sue **CPIC** regarding this **policy** unless all applicable parties, the insurer, insured and the claimant/plaintiff, have complied fully with all of the policy's terms. **We** shall then be liable only after our obligation to pay shall have finally been determined either by judgment against the **insured** after actual trial or by written agreement of the **insured**, the claimant, and **CPIC**.

Policy Territory Limitation

The coverage under this **policy** applies only to **professional services** provided or which should have been provided in **your** State reflected in the **Declarations** and/or **endorsements**.

Loss Control

It is **your** duty under this **policy** to implement reasonable loss control methods. It is also **your** duty to fully cooperate with any risk management or loss prevention programs implemented by **CPIC**.

CPIC has the right, but not the obligation, to make any inspections or surveys of **your** practice or group. **You** will be provided any reports regarding any conditions found or any recommended changes. These inspections and surveys relate only to **your** insurability and the amount of **premium** charged.

Compliance with State Law

Any condition or provision in this **policy** which conflicts with the laws of the State reflected in the **Declarations** and/or **endorsements** is understood and declared by **CPIC** to be amended to conform with any such laws or statutes.

Non-Assignability

Your interest under this **policy** is not assignable or transferable. In the event of the death of a **named insured** under this **policy**, such **Insured's** rights and duties will be transferred to that **insured's** legal representative, but only while acting within the scope of duties as legal representatives.

Premium

Premiums are payable in full as of the **effective date** of coverage unless **CPIC** offers and **you** elect an alternative plan of payment. Coverage will automatically expire at the end of the period for which

CPIC has received payment. In the event of non-payment of **premium**, the **expiration date** of the **policy** will become the date that the paid **premium** was exhausted and is calculated on an earned basis. **CPIC** can increase the **premium** for this **policy** by a 90 day written notice of such an increase prior to renewal.

Renewal

CPIC may provide a renewal questionnaire to you 90 days prior to the **expiration date** of **your** current coverage, unless a prior non-renewal notice was mailed to you. After receipt of the completed and signed renewal questionnaire, and upon approval of insurability, **CPIC** will send **you** a new **policy**. In addition, **premium** for the renewal **policy** must be paid in full as of the **effective date** of the renewal unless **CPIC** offers and **you** elect an alternative plan of payment. Failure to pay the renewal **premium** by the **effective date** of the renewal will be your notice to **CPIC** of your intent to allow the **policy** to expire.

Cancellation and Non-renewal

You may choose not to renew this policy for any reason. **CPIC** may not cancel or refuse to renew this **policy** based solely on the fact that a **named insured** is an elected official. If **CPIC** chooses not to renew the **policy**, **CPIC** will send notice of intent not to renew at least 90 days prior to the existing **policy's expiration date**.

You may cancel this **policy** at any time by sending written notice to **CPIC's** home office. The notice must specify the **effective date** of cancellation. Such a date must be on or after the date the notice is sent. Any unused portion of **premium** paid will be calculated on an unearned basis, subject to a short rate penalty. If **you** cancel this **policy**, **you** have an opportunity to purchase an Extended Reporting **Endorsement**, subject to the terms under that section below.

CPIC can cancel **your policy** for failure to pay **premium** timely. **CPIC** will send a written cancellation notice to **you** giving 10 days notice that the **policy** is being cancelled for non-payment.

CPIC can cancel **your policy** because **you** are no longer licensed by your state medical licensing board. **CPIC** will send written cancellation notice to **you** giving 30 days notice of cancellation of the **policy** due to **your** license status.

CPIC can cancel this **policy** within the first 90 days from the effective date of the policy for any reason with an **effective cancellation date** of 90 days after written notice is sent to **you** of the cancellation.

Notice

Mailing of any notice to the **First Named Insured's** address shown on the **Declarations** and/or **endorsements** will be proof of notification under the **policy**. Oral notice by **you** under this **policy** will be ineffective as notice to **CPIC**.

Fraud and Misrepresentation

This policy will be void if **you** or anyone representing **you**, makes false statements, conceals, misrepresents, omits and/or alters any material information or records to **CPIC**.

First Named Insured

The **First Named Insured** will be stated in the **Declarations** and/or **endorsements**. Such individual shall act on behalf of all the **named insured's** with respect to giving and receiving notice under this **policy**. Furthermore, this designated individual is charged with the responsibility for notifying **CPIC** of any changes as required in the "Changes in Insured's Practice" section. Furthermore, this section does not prohibit **CPIC** from communicating with any other members or representative of any physician, group, or **employed non-physician healthcare provider** covered under this **policy**.

Declarations

You agree that the information stated in the **Declarations, endorsements**, application, and any additional information submitted by **you** to **CPIC** is true and correct. **You** also agree that these documents include all agreements that exist between **you** and **CPIC**. Furthermore, **you** understand that this **policy** is issued in reliance upon the truth of such representations made by **you** or **your** agent.

Extended Reporting (Tail) Endorsement

The **insured** shall receive an automatic 30-day extended reporting period upon termination of the policy. The 30 day extended reporting period does not reinstate or increase the **limits of liability**. The automatic 30 day extended reporting period will not apply to any claim that is covered under any subsequent insurance.

In the event of termination of this **policy** either by non-renewal or cancellation, **you** have the right to buy an **Extended Reporting (Tail) Endorsement** upon payment of additional **premium**. This **endorsement** extends the time for reporting **claims** and/or **suits**. This **Extended Reporting (Tail) Endorsement** does not extend the original **policy period**. Such a right must be exercised by any **named insured** in writing to **CPIC** no later than 30 days after termination or cancellation of the **policy**. The **Extended Reporting (Tail) Endorsement** shall not be available to any **named insured** when termination of the **policy** is for non-payment of **premium**.

Under the **Extended Reporting (Tail) Endorsement**, a **claim** must result from **professional services** which **you** provided or should have provided on or after the **retroactive date** stated in the **Declarations** and before the **policy** was cancelled or non-renewed, and the **claim** and/or **suit** must be made for the first time while the **Extended Reporting (Tail) Endorsement** is in effect.

If **Extended Reporting (Tail) Endorsement** coverage is purchased, the **limits of liability** must be equal to or less than the **limits of liability** under this **policy** at the time it was cancelled or non-renewed.

If **you** should die or become totally disabled while this **policy** is in effect, **CPIC** will issue an **Extended Reporting (Tail) Endorsement** upon receipt of proof of death or total disability and the **premium** otherwise required for the tail **endorsement** will be waived, provided that all **premium** under this **policy** has been paid.

If **you** attain the age of 50, completely retire from the practice of medicine and have been insured for five (5) consecutive years with **CPIC**, an **Extended Reporting (Tail) Endorsement** will be provided at no additional charge.

SECTION 7: EXCLUSIONS

Unless otherwise indicated on the **Declarations** or by any **endorsements** to the **policy**, **CPIC** will not provide coverage for liability, defend or indemnify any **First Named Insured** or any **Named Insured** for the following:

- A.** Any **claims** against **you** as proprietor, partner, shareholder, director, superintendent, executive officer, administrator, department chairman, medical director, public health officer, risk manager, peer review risk manager, peer review member, supervisor, owner, operator, agent or member of the board of directors, trustees or governors of any hospital, infirmary, health maintenance organization, abortion clinic, blood bank, drug abuse center, surgery center, ambulatory care center, physical therapy center, weight control center, sanitarium, clinic with bed and board facilities, nursing home, laboratory or any other business enterprise, whether or not related to patient care. The term laboratory in this exclusion does not apply to laboratory facilities used primarily for testing patients of a **named insured** as part of his/her professional practice nor to any radiologic or pathology laboratory used exclusively as part of the professional practice of a **named insured** who is a radiologist or pathologist.

- B.** Any **claims** that arise out of any intentional conduct, criminal conduct, conspiracy, criminal or civil fraud, or sexual acts, whether or not done in connection with **professional services**, whether or not the damage itself was intended, whether or not such conduct is alleged to constitute negligence, and regardless of the degree of fault or intent.

Any **claims** and/or **suits** against **you** which arise out of the violation of any federal or state statutory or regulatory law or in violation of the penal code or criminal statutes in the jurisdiction in which the act occurred.

- C.** Any **claims** for antitrust, deceptive trade practice, consumer protection or similar federal or state law and/or regulation.

- D.** Any **claims** resulting from **professional services** rendered while **you** were under the influence of intoxicants, alcohol, narcotics, hallucinogenic agents, or any other control substance as defined by the state or federal penal code or criminal statutes.

- E.** Any **claims** for punitive or exemplary damages, treble or additional damages, fines, sanctions or penalties.

- F.** Any **claims** arising from the guaranty or warranty of the results of **your professional services** and products, included but not limited to claims for breach of implied or expressed warranty.

- G.** Any **claims** for which **you** may be held liable under a worker's compensation law or regulation, automobile, fire, or general liability policy, or insurable under such a **policy**.

- H.** Any **claims** arising out of any worker's compensation, unemployment, or disability benefits or any similar law.

- I.** Any **claims** arising out of or related to any wrongful termination or discrimination by **you** or for any **claims** arising out of the employer/employee relationship.

- J.** Any **claims** for **injuries** to any employee of **you** or **your** group unless they are a

patient of **yours** who is **injured** as a result of a **medical incident** covered under this **policy**.

- K.** Any **claims** for the use of any drug, implant, medical device or pharmaceutical which has not received approval by the FDA for treatment, unless it is being used in an FDA study.
- L.** Any **claims** for **professional services** which occurred when the license of the **insured** rendering **professional services** was suspended, revoked, or surrendered or which constitute a violation of a restriction imposed on such license.
- M.** Any **claims** for libel, slander, defamation, malicious prosecution, false arrest, improper detention, improper imprisonment, battery, or abuse of process.
- N.** Any **claims** for liability that **you** assume by contract or agreement, including, but not limited to any kind of indemnity or hold harmless agreement.
- O.** Any **claims** for action, hearing, or other proceeding before any board, committee, agency, regulatory or other entity for matters involving **your** medical or dental license, credentials, or privileges.
- P.** Any **claims** arising from product liability **claims**, including, but not limited to the inventing, manufacturing, developing, selling, distributing, purchasing, or shipping, any product by **you** or on **your** behalf.
- Q.** Any **claims** made against **you** arising out of any dispute over **your** fees for **professional services**.
- R.** Any **claims** for any **injury** or **damage** from any premise where **you** practice.
- S.** Any **claims** for vicarious liability unless its coverage is specifically provided on the **Declarations** and/or **endorsements**.
- T.** Any **claims** by or on behalf of a governmental authority or private party for **injury** or **damages** due to testing, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, discharge, dispersal, seepage, migration, release, or escape of, or in any way responding to, or assessing the effects of pollutants.

“Pollutants” means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.
- U.** Any **claims** arising out of **your professional services** rendered at a public or non-profit private entity receiving federal funds pursuant to 42 USC §254B or some other statute and for which federal law provides that the federal tort claims act is the exclusive remedy.
- V.** Any **claims** or allegations regarding the failure to maintain medical records in their original condition or for altering, modifying or improperly disposing of any medical, hospital, or other records.
- W.** Any **claims** related to **your professional services** on behalf of the U.S. Government or any military branch of the U.S. Government, or on behalf of any sovereign nation

not subject to the laws of the United States of America or its states.

- X. Any **claims** arising out of the alleged transmission or failure to use proper precautions to prevent the transmission of fatally contagious diseases, where the **insured** knew or had reason to know of infection and failed to notify the patient in advance of rendering treatment.
- Y. Any **claims** arising from any website operated or sponsored by **you** or others trading under **your** name or on **your** behalf. In addition, there is no coverage for the diagnosis, treatment, care or consultation for a patient provided by **you** through the use of the internet or other electronic media to a patient who has not been evaluated by **you** in an in person visit.
- Z. Any **claims** arising out of the following procedures:
 - Administering general endotracheal anesthesia unless **you** are an anesthesiologist or a certified registered nurse anesthetist;
 - Use of chelation therapy;
 - Use of laetrile therapy;
 - Any use or administration of human chorionic gonadotropin (HCG) for the treatment of obesity;
 - Use of any blood or blood by products that have not been tested for HIV;
 - Sex change operations;
 - Bariatric procedures;
 - Injection of raw silicone
- AA. Nuclear energy exclusion. Any **claims** where any named **insured** under this **policy** is also an **insured** under a nuclear energy liability **policy** issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an **insured** under any such **policy** but for its termination upon exhaustion of its limits of liability; or (2) arising out of the hazardous properties of nuclear material and with respect to which: (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or (b) any named **insured** is, or had Under any liability coverage, to loss or **damages** arising out of the hazardous properties of nuclear material, if: The nuclear material:
 - 1. is at any nuclear facility owned by, or operated by or on behalf of any **named insured**; or
 - 2. has been discharged or dispersed therefrom;
 - 3. is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of any **named insured**; or,

4. the loss or **damages** arises out of the furnishing by any **named insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility; but if such facility is located within the United States of America, its territories or possessions or Canada.

This exclusion applies only to property damage to such nuclear facility and any property threat.

- BB.** A **claim, medical incident** or **suit** that has previously been reported or should have been reported to a previous insurer is not covered. Any **claim, medical incident** or **suit** which was known or should have been known by a **named insured**, as of the **effective date** of this **policy**, is not covered.
- CC.** HIPAA **claims** due to electronic medical record use or related to computer use.
- DD.** **Claims** due to computer hackers or cyber violations.

SECTION 8: DEFINITIONS

When used in this **policy** including **endorsements** forming a part hereof:

Additional Named Insured means any **named insured** listed in the **Declarations** and/or **endorsements** other than the **First Named Insured**.

Ancillary Personnel are employees of the **First Named Insured** who are not physicians, physical therapists, physician assistants, certified registered nurse anesthetists, nurse practitioners, or nurse mid-wives. There is no individual coverage for **Ancillary Personnel** unless specifically stated on the **Declarations** and/or **endorsements**. The insurance provided to the **Ancillary Personnel** applies only to the **professional services** rendered while employed and supervised by the **First Named Insured**.

Claim means:

1. The receipt by the **insured** of a notice of legal action for **damages**; or
2. The receipt by the **insured** of a notification of an intention to hold the **insured** responsible for **damage**.

Damages mean all actual monetary **damages**. **Damages** do not include:

1. Punitive, exemplary, treble, or other multiple or additional **damages** in excess of actual compensatory **damages**; or
2. **Attorney's** fees awarded to or incurred by the patient, whether such additional **damages** or fees may be awarded at common law or under any applicable antitrust, deceptive trade practice, or any similar federal or state law, statute and/or regulation

Declarations means the documents which validates coverage provided under this **policy**. No coverage is in effect unless a **Declarations** has been issued.

Effective Date means the date and time stated on the **Declarations** when coverage under this **policy** commenced.

Employed non-physician healthcare providers are employees of the **First Named Insured** who are not physicians. These include physical therapists, physician assistants, certified registered nurse anesthetists, nurse practitioners, or nurse mid-wives. There is no individual coverage for any **employed non-physician healthcare provider** unless specifically stated on the **Declarations**, schedule of **Additional Named Insureds**, and/or **endorsements**. In addition, the insurance provided, if any, to the **employed non-physician healthcare providers** applies only to the **professional services** they render while employed and supervised by a **named insured physician**. There is no vicarious liability coverage for any **employed non-physician healthcare provider** unless specifically stated on the **Declarations**, schedule of **Additional Named Insureds**, and/or **endorsements** and that **employed non-physician healthcare provider** is individually named on the **Declarations**, schedule of **Additional Named Insureds**, and/or an **endorsement**.

Endorsement means a document which changes or supplements the coverage provided by this **policy**. The terms of any **endorsement** shall supersede the terms of the **policy**. No coverage is in effect unless a **Declarations** has been issued.

Expiration Date means the date and time stated in the **Declarations** when coverage under this **policy** is terminated, unless previously canceled.

First Named Insured means the person or entity listed first on the **policy Declarations** as an **insured**. The **First Named Insured** is granted certain rights and responsibilities as delineated in this **policy** and set forth in **SECTION 6: CONDITIONS**.

Hazardous properties include radioactive, toxic or explosive properties.

Injury means bodily **injury**, sickness, or disease sustained by any person, including death at any time resulting there from.

Insured means any person or entity qualifying as an **Insured** in **SECTION 2: WHO IS AN INSURED** of this **policy** or named as an **insured** in the **Declarations**.

Limits of Liability means the per **claim** and aggregate limits listed in the **Declarations** for each **insured**.

Medical Incident means any act or omission in the rendering or failure to render **professional services**. Any such act or omission, together with all related acts or omissions resulting in **injury** from continuous or repeated treatment for substantially the same general condition or ailment to all persons involved therein or affected thereby shall be considered one **medical incident**.

Named Insured means the person or entity named in the **Declarations** or any **endorsement** of this **policy**.

Policy means the **policy** referred to in the **Declarations** and all forms and **endorsements** forming a part of the **policy**. It is the written contract including the **Declarations** and **endorsements** attached and made part of.

Policy period means the period commencing on the inception date or **effective date** shown in the **Declarations** and ending upon the earliest of the **effective date** of: Termination; **Expiration**; or Cancellation of coverage under this **policy**.

Premium means the charges by **CPIC** to a particular **insured** for providing coverage under this **policy**.

Professional Services means

1. The practice of a physician or other **employed non-physician healthcare provider**,
2. Serving as a member of a duly established committee or board of a hospital medical school or professional society or association, acting within the scope of such **Insured's** duties with respect to:
 - a. Medical staff privileges; or
 - b. Accreditation or disciplinary matters relating to competency.

Retroactive Date means the earliest date for which a **professional service** is covered under this **policy**.

Suit means a civil proceeding in which **damages** because of **injury** to which this insurance applies are alleged. **Suit** includes:

1. An arbitration proceeding in which such **damages** are claimed and to which the **insured** must submit or does submit with our consent; or
2. Any other alternative dispute resolution proceeding in which such **damages** are claimed and to which the **insured** submits with our consent.

Vicarious Liability means liability on your part with respect to any **Professional Services** rendered by someone else for whose conduct you are legally responsible.