

Purchase Requisition # \_\_\_\_\_

**MT. DIABLO UNIFIED SCHOOL DISTRICT**  
1936 Carlotta Drive  
Concord, CA 94519

**AGREEMENT BETWEEN  
MT. DIABLO UNIFIED SCHOOL DISTRICT  
AND INDEPENDENT CONTRACTOR**

THIS AGREEMENT is made this 1 day of July 2018, by and between the Mt. Diablo Unified School District (hereinafter "District") and Sherry Burke (hereinafter "Contractor").

District hereby engages Contractor to render services under the terms and conditions of this Agreement.

1. Performance of Services

(a) Contractor agrees to perform the services described on Exhibit "A" (hereinafter "Services") on page 4 of this Agreement as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials, tools and transportation necessary for the performance of the services. Contractor may, at Contractor's own expense, use non-District employees to perform the Services under this Agreement. Subcontractors may be used only with the written approval of the District.

(b) Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

2. Compensation. District agrees to compensate Contractor for the performance of the services on the following basis:

Not to exceed \$ 40,000.00 for Services 505 - 1664 - 41 - 5800 \$ 25,000.00

The basis of the fee for Services shall be as follow 505 - 1664 - 41 - 5100 \$ 15,000.00

a. \$ \_\_\_\_\_ per hour, \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ \$ \_\_\_\_\_  
b. \$ \_\_\_\_\_ per day, or \_\_\_\_\_ BUDGET CODE(S)  
c. \$ \_\_\_\_\_ per engagement.

Check One:

Partial Payments: Contractor shall invoice District on a monthly basis or as agreed to for all hours worked pursuant to this Agreement.

Partial Payments: District shall make a payment per schedule detailed in Exhibit A. District Administrator will verify invoice indicating that all required services have been performed by each timeline.

Payment in Full: Contractor shall invoice District on completion of services. District Administrator will verify invoice indicating that all required services have been performed.

Contractor shall be responsible for all expenses incurred in association with the performance of the Services.

3. Term and Termination. This Agreement will become effective on July 1, 2018. This Agreement will terminate upon the completion of the Services or when terminated as set forth below.

Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching party. Termination shall be effective immediately on receipt of said notice.

Purchase Requisition # \_\_\_\_\_

4. Relationship of the Parties. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor be considered an employee of District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall Contractor look to District as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to District's employees, including, without limitation, workers' compensation, disability insurance, vacation, or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in the Contractor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.

Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payments upon demand.

5. Fingerprinting and Criminal Records Check of Contractor's Employees. Contractor shall comply with the provisions of California Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees. To the extent Education Code §45125.1 is applicable, Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District that such employee has not been convicted of a felony, as defined in Education Code §45125.1. Contractor shall provide the certification document attached hereto as Exhibit \_\_\_\_ prior to commencing work under this Agreement.
6. Rules and Regulations. All rules, policies, and regulations of the Mt. Diablo Unified School District Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.
7. Indemnification. Contractor shall hold harmless, defend and indemnify District and its officers, elected and appointed officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.
8. Insurance. Contractor shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. **EXCEPTION:** Contracts of less than \$5,000 need only provide general liability insurance of \$1,000,000 per occurrence.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability/Errors & Omissions Liability,** if applicable: \$1,000,000 per occurrence.

If the contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Purchase Requisition # \_\_\_\_\_

The insurance policies are to contain, or be endorsed to contain, the following provisions:

**Additional Insured Status**

The District, its officers, officials, employees, and volunteers are to be named as additional insured by endorsement to the Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.

**Primary Coverage**

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

**Notice of Cancellation**

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

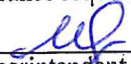
**INSURANCE REQUIREMENTS**

No waiver will be granted to eliminate the insurance requirements outlined in this contract. However, in special circumstances, certain insurance requirements may be modified or waived. The following items in Insurance section 8 are hereby waived or modified as follows:

Limits: Bayleaf - 8/3/18

Other: Waive Worker's Compensation because contractor is sole proprietor; waive Automobile as contractor will not be driving on MDUSD property.

The initials of the Superintendent, or his/her Designee, and the General Counsel, are **required** to waive or modify any Insurance requirements in this Agreement:

  
Superintendent or  
his/her Designee

\_\_\_\_\_  
General Counsel

- 9. **Ownership of Designs and Plans.** Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.
- 10. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission, addressed as follows:

DISTRICT

Mt. Diablo Unified School District  
1936 Carlotta Drive  
Concord, CA 94519-1397  
Attn: Superintendent

CONTRACTOR

Name: Sherry Burke, Ed. D, LEP, LMFT  
Attn: Sherry Burke  
Address: 4969 Bayleaf Ct.  
Martinez, CA 94553  
Phone: 925-858-9697  
Fax: \_\_\_\_\_  
Tax ID #: \_\_\_\_\_

Any notice personally given or sent by telegram or facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to

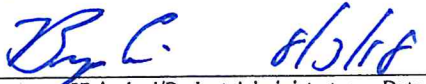
Purchase Requisition # \_\_\_\_\_

the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 11. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.
- 12. California Law. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.
- 13. Attorneys' Fees. If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit as awarded by a court of competent jurisdiction, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.
- 14. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

By:   
Signature of Principal/Budget Administrator Date

Title: Bryan Cassin, ADR Administrator  
Print Name and Title


Sherry Burke, Ed.D, LEP, LMFT

Name of Company/Organization or Independent Contractor/Consultant

By:  7-17-18  
Signature of Contractor/Consultant Date

Title: Sherry Burke, sole proprietor  
Print Name and Title

Authorized and Approved by:

 8-7-18  
Superintendent or his/her Designee Date

**Prior to commencement of service, sign and forward completed original contract to Fiscal Services.**

 8/3/18  
Originator's Signature Date

Bryan Cassin, ADR Administrator  
Print Name of Originator and Title

Special Education  
Site/Department Originating this Contract

Billing Address if reimbursed by outside agency—i.e. ASB, PTA, PFC

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Distribution  
original: Fiscal Services for payment  
copy: Contractor  
copy: Originator/Budget Administrator

## EXHIBIT A

### LIST OF SERVICES, INCLUDING DATE(S), TO BE PERFORMED BY CONTRACTOR

IF PARTIAL PAYMENTS ARE TO BE MADE TO CONTRACTOR ON A SCHEDULE  
AS INDICATED ON PAGE 1, PLEASE LIST PAYMENT SCHEDULE HERE

Sherry Burke to provide MDUSD students educational and psychological services at the following rates:

Hourly Rate- \$150.00 per hour

Functional Behavioral Assessment  
(includes one IEP meeting)- \$4,000.00

Psychoeducational Assessment/Independent Educational Evaluation  
(in all areas of suspected disability and includes one IEP meeting,  
subsequent meetings at the hourly rate)- \$4,200.00

Psychoeducational Assessment out-of-state in RTC  
(in all areas of suspected disability and includes one IEP meeting,  
subsequent meetings at the hourly rate)- \$6,000.00

Autism Assessment  
(in all areas of suspected disability and includes one IEP meeting,  
subsequent meetings at the hourly rate)- \$4,400.00

Educationally-Related Mental Health Services Assessment  
(includes one IEP meeting, subsequent meeting at the hourly rate)- \$4,000.00

Educational Assessment  
(includes one school-based/IEP meeting)- \$3,000.00

In-services/Training  
(30 attendees or less)- \$1,200.00 (per day)  
(31 attendees or more)- \$1,500.00 (per day)

Individual Staff Training/Consultation  
(teachers, support staff, 1:1 support para-educators, etc.)- \$1,500.00 (full day), \$700.00 (half-day)

Total contract not to exceed \$40,000.00

Service period: July 1, 2018 - June 30, 2019

Purchase Requisition # \_\_\_\_\_

## EXHIBIT B

### *Contractor REQUIRED to Complete*


## CRIMINAL BACKGROUND CHECK CERTIFICATION

**Mt. Diablo Unified School District**  
**Consultant/Independent Contractor Agreement - Criminal Background Check**

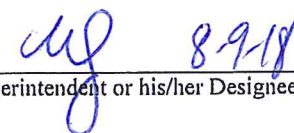
Name of Independent Consultant/Contractor:		Sherry Burke
Services to be performed under the Agreement:		Educational and Psychological Services
Schools/Locations where services will be performed:		Various
Total amount to be paid by the District under this Agreement:		\$ 40,000.00
Term of Agreement:		July 1, 2018 - June 30, 2019
<i>Check the applicable box(es) and fill in any blanks.</i>		
1		I certify that none of my employees, nor myself, will have more than limited contact (as defined by the District) with District students during the term of the Agreement. Therefore, we have not been fingerprinted.
2A		If this box is checked, then Box 2B also applies and must be checked to indicate these employees have been fingerprinted. The following employees will have more than limited contact (as defined by the District) with District students during the term of the Agreement (attach and sign additional pages, as needed):
2B	✓	I certify that the employees noted in 2A above have been fingerprinted under procedures established by the California Department of Justice, and the results of those fingerprints reveal that none of these employees have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Certification by Contractor/Consultant

"I certify that the information provided herein is true and accurate. I further acknowledge that during the term of my Agreement with the District, if I learn of additional information which differs from the responses provided above, I promise to forward this additional information to the District immediately."

  
 \_\_\_\_\_  
 Independent Contractor/Consultant Signature

Sherry Burke                      7-17-18  
 \_\_\_\_\_  
 Print Name                                      Date  
 Independent Contractor/Consultant

  
 \_\_\_\_\_  
 Superintendent or his/her Designee's Signature

Wendi S. Aghily, Executive Director of Special Education  
 \_\_\_\_\_  
 Print Name                                      Date  
 Superintendent or his/her Designee



A Member of the Tokio Marine Group

# Certificate of Liability Insurance

Date Issued: 02/07/2018

**Underwritten by:** Philadelphia Indemnity Insurance Company · One Bala Plaza, Suite 100 · Bala Cynwyd, PA 19004 · NAIC #: 19193

**Administered by:** CPH & Associates · 711 S. Dearborn St. Ste 205 · Chicago, IL 60605 · P 800.875.1911 · F 312.987.0902 · info@cphins.com

DISCLAIMER: This certificate is issued as a matter of information only and confers no rights upon the certificate holder. The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

**Insured:** Sherry Burke  
4969 Bayleaf Ct  
Martinez, CA 94553

**Policy Number:** E217117  
**Policy Term:** 12/28/2017 to 09/03/2018  
**Occupation:** Licensed Educational Psychologist

### Covered Locations

**Professional Liability:** Portable coverage, not location specific  
**General Liability Insured Location(s):**  
1936 Carlotta Drive, Concord, CA 94519

Coverage Type (Occurrence Form)	Per Incident (Per individual claim)	Aggregate (Total amount per year)
Professional Liability	\$ 1,000,000	\$ 5,000,000
Supplemental Liability	\$ 1,000,000	\$ 5,000,000
Licensing Board Defense	\$ 35,000	\$ 35,000
Commercial General Liability	\$ 2,000,000	\$ 4,000,000
Fire/Water Legal Liability	\$ 250,000	\$ 250,000
Business Personal Property	N/A	N/A

Comments/Special Descriptions:

### Certificate Holder

**Mt. Diablo Unified School District**

1936 Carlotta Drive  
Concord, CA 94520

Certificate Holder has been added as an additional insured

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). **Notice of Cancellation** will only be provided to the first named insured in accordance with policy provisions, who shall act on behalf of all additional insureds with respect to giving notice of cancellation.

Authorized Representative  
C. Philip Hodson

Certificate of Insurance (Proof of Coverage) 08/06/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

<b>Insured Name and Mailing Address*</b>	<b>Program Administrator</b>
Sherry Burke 4969 Bayleaf Ct Martinez, CA 94553	Administered By: CPH and Associates 711 S. Dearborn, Suite 205 Chicago, IL 60605 P. 312-987-9823 F. 312-987-0902 <a href="mailto:info@cphins.com">info@cphins.com</a> Underwritten By: Philadelphia Indemnity Insurance Company
*Additional insured locations are often requested by individual business owners who have more than one office. Your coverage is portable, meaning that you are covered at any location for practice under the occupation(s) listed on your policy.	


Coverage		
Policy #: E217117	Effective Date: 09/03/2017	Expiration Date: 09/03/2018

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits of Liability		Coverage Part
Each Occurrence (Per individual claim)	Aggregate (Total amount per policy year)	
\$1,000,000	\$5,000,000	Professional Liability
N/A	N/A	Commercial General Liability Includes: General Liability, Fire & Water Legal Liability and Personal Liability
N/A	N/A	Property Coverage
\$1,000,000	\$5,000,000	Supplemental Liability
Unlimited	Unlimited	Defense Expense Coverage
\$35,000	\$35,000	State Licensing Board Investigation Defense Coverage
\$15,000	\$15,000	Assault Coverage
\$10,000	\$35,000	Deposition Expense Benefit
\$5,000/person	\$50,000	Medical Expense Coverage
\$15,000	\$15,000	First Aid Coverage

**Description/Special Provisions:**

Certificate Holder	Cancellation
Mt. Diablo Unified School District 1936 Carlotta Drive Concord, CA 94520	Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Holder has also been added to the policy as an additional insured:** [ <input checked="" type="checkbox"/> Yes/No ]  **If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).	 Authorized Representative C. Philip Hodson
--	---

**DISCLAIMER:**The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.



**ALLIED HEALTHCARE PROFESSIONAL AND SUPPLEMENTAL LIABILITY  
INSURANCE POLICY DECLARATIONS**

Policy Number: E217117

Philadelphia Indemnity Insurance Company

Administered by: CPH & Associates  
711 S. Dearborn, Ste. 205  
Chicago, IL 60605

Sherry Burke  
4969 Bayleaf Ct  
Martinez, CA 94553

Affiliation: NSP  
Professional Occupation: Licensed Educational Psychologist

Coverage Term From: 09/03/2017 to 09/03/2018  
at 12:01 A.M. Standard Time at your mailing address shown above.

COVERAGE A - PROFESSIONAL LIABILITY COVERAGE	LIMITS OF LIABILITY	PREMIUM
Individual - Each Incident:	\$1,000,000	\$170.00
Aggregate:	\$5,000,000	
Association, Partnership or Corporation - Each Incident:	\$N/A	
Aggregate:	\$N/A	
COVERAGE B - SUPPLEMENTAL LIABILITY COVERAGE		(Included)
Each Incident:	\$1,000,000	
Aggregate:	\$5,000,000	
STATE LICENSING BOARD INVESTIGATION DEFENSE COVERAGE		\$0.00
Each Incident:	\$35,000	
Aggregate:	\$35,000	

**Premium (including taxes): \$ 170.00**

Policy Forms & Endorsements: PI-PHCP-02 (10/16) PI-PHCP-05 (03/01) PI-BELL-1 (11/09) PI-CME-1 (10/09) PI-PHCP-CA-1 (07/10)

**To Verify Claims History, send requests to the Administrator at [claims@cphins.com](mailto:claims@cphins.com)**

By:

President

By:

Secretary

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

**Additional Insured Endorsement**

This endorsement modifies insurance provided under the following:

ALLIED HEALTHCARE PROVIDERS PROFESSIONAL  
AND SUPPLEMENTAL LIABILITY POLICY

In consideration of the premium paid, this policy is amended as follows:

**Mt. Diablo Unified School District** is hereby added as an Additional Insured, solely for **Damages** arising out of a **Professional Incident** covered under this policy. The **Professional Incident** must arise out of services provided by the **Insured**, under contract with **Mt. Diablo Unified School District**.

Additional Insured Name and Mailing Address:  
Mt. Diablo Unified School District

1936 Carlotta Drive  
Concord, CA , 94520

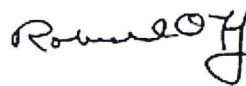
All other terms and conditions of this policy remain unchanged. This endorsement is part of your policy and takes effect on the effective date of your Policy, unless another effective date is shown below.

---

Policy: E217117  
Effective on and after: 09/03/2017  
Issued to: Sherry Burke  
Expiration date: 09/03/2018

---

PI-PHCP-05 (03/01)



By: Robert O'Leary, Authorized Representative

## 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.



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

**CALIFORNIA AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**ALLIED HEALTHCARE PROVIDERS PROFESSIONAL AND SUPPLEMENTAL LIABILITY  
INSURANCE POLICY**

The following is added to the **CANCELLATION / NONRENEWAL / INCREASE IN PREMIUM OR  
DECREASE IN COVERAGE** Condition and supersedes any wording to the contrary:

1. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy **we** have previously issued, **we** may cancel this policy by mailing or delivering to the first named **insured** at the mailing address shown in the policy and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

a. 10 days before the effective date of cancellation if **we** cancel for

(1) Nonpayment of premium; or

(2) Discovery of fraud by:

(a) Any **insured** or his or her representative in obtaining this insurance; or

(b) **You** or **your** representative in pursuing a claim under this policy.

b. 30 days before the effective date of cancellation if **we** cancel for any other reason.

2. All Policies In Effect For More Than 60 Days

a. If this policy has been in effect for more than 60 days, or is a renewal of a policy **we** issued, **we** may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

(1) Nonpayment of premium, including payment due on a prior policy **we** issued and due during the current policy term covering the same risks.

(2) Discovery of fraud or material misrepresentation by:

(a) Any **insured** or his or her representative in obtaining this insurance; or

(b) **You** or **your** representative in pursuing a **claim** under this policy.

(3) A judgment by a court or an administrative tribunal that **you** have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

(4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by **you** or **your** representative, which materially increase any of the risks insured against.

- (5) Failure by **you** or **your** representative to implement reasonable loss control requirements, agreed to by **you** as a condition of policy issuance, or which were conditions precedent to **our** use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
  - (6) A determination by the Commissioner of Insurance that the:
    - (a) Loss of, or changes in, **our** reinsurance covering all or part of the risk would threaten **our** financial integrity or solvency; or
    - (b) Continuation of the policy coverage would:
      - (i) Place **us** in violation of California law or the laws of the state where **we** are domiciled; or
      - (ii) Threaten **our** solvency.
  - (7) A change by **you** or **your** representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
- b. **We** will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first named **insured**, at the mailing address shown in the policy, and to the producer of record, at least:
- (1) 10 days before the effective date of cancellation if **we** cancel for nonpayment of premium or discovery of fraud; or
  - (2) 30 days before the effective date of cancellation if **we** cancel for any other reason listed in Paragraph 2.a.
3. Subject to the provisions of Paragraph 4. below, if **we** elect not to renew this policy, **we** will mail or deliver written notice stating the reason for nonrenewal to the first named **insured** shown in the Declarations and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.
- We** will mail or deliver **our** notice to the first named **insured**, and to the producer of record, at the mailing address shown in the policy.
4. **We** are not required to send notice of nonrenewal in the following situations:
- a. If the transfer or renewal of a policy, without any changes in terms, conditions, or rates, is between **us** and a member of **our** insurance group.
  - b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph 3.
  - c. If **you** have obtained replacement coverage, or if the first named **insured** has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
  - d. If the policy is for a period of no more than 60 days and **you** are notified at the time of issuance that it will not be renewed.
  - e. If the first named **insured** requests a change in the terms or conditions or risks covered by the

policy within 60 days of the end of the policy period.

- f. If **we** have made a written offer to the first Named Insured, in accordance with the time frames shown in Paragraph 3., to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

**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.

<b>COVERAGE</b>	<b>LIMITS OF INSURANCE</b>
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.



**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.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****CRISIS MANAGEMENT ENHANCEMENT 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:

Solely for the purpose of this endorsement: 1) The words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. 2) The words "we," "us" and "our" refer to the company providing this insurance.

**I. SCHEDULE OF ADDITIONAL COVERAGE AND LIMITS**

The following is the Limit of Liability provided by this endorsement. This endorsement is subject to the provisions of the policy to which it is attached.

Crisis Management Expense	\$25,000
---------------------------	----------

**II. CONDITIONS****A. Applicability of Coverage**

Coverage provided by your policy and any endorsements attached thereto is amended by this endorsement where applicable. All other terms and conditions of the policy or coverage part to which this endorsement is attached remain unchanged.

**B. Limits of Liability or Limits of Insurance**

When coverage is provided by this endorsement and any other coverage form or endorsement attached to this policy, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Liability or Limit of Insurance.

**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.** We will reimburse you for "crisis management emergency response expenses" incurred because of an "incident" giving rise to a "crisis" to which this insurance applies. The amount of such reimbursement is limited as described in Section **II. CONDITIONS, B. Limits of Liability or Limits of Insurance**. No other obligation or liability to pay sums or perform acts or services is covered.

**B.** We will reimburse only those "crisis management emergency response expenses" which are incurred during the policy period as shown in the Declarations of the policy to which this coverage is attached and reported to us within six (6) months of the date the "crisis" was initiated.

#### IV. DEFINITIONS

- A. "Crisis" means the public announcement that an "incident" occurred on your premises or at an event sponsored by you.
- B. "Crisis management emergency response expenses" mean those expenses incurred for services provided by a "crisis management firm." However, "crisis management emergency response expenses" shall not include compensation, fees, benefits, overhead, charges or expenses of any insured or any of your employees, nor shall "crisis management emergency response expenses" include any expenses that are payable on your behalf or reimbursable to you under any other valid and collectible insurance.
- C. "Crisis management firm" means any service provider you hire that is acceptable to us. Our consent will not be unreasonably withheld.
- D. "Incident" means an accident or other event, including the accidental discharge of pollutants, resulting in death or "serious bodily injury" to three or more persons.
- E. "Serious bodily injury" means any injury to a person that creates a substantial risk of death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.