



**Insurer:** Philadelphia Indemnity Insurance Company  
One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004  
NAIC #: 18058

**Contact:** CPH Insurance, 800-875-1911, info@cphins.com

## Certificate of Liability Insurance

*Date issued: 03/16/2025*

**Named Insured:**

Ryan W Yam  
DBA: Dual Minds Psychology  
6483 Laguna Mirage Ln,  
Elk Grove, CA 95758

**Policy #:** AR335047

**Policy Term:** 04/12/2025 - 04/12/2026

**Occupation:** Licensed Educational  
Psychologist

**Professional Liability: Portable Coverage, not location specific**

Coverage Type <small>(Occurrence Form)</small>	Limits of Liability <small>(Per Claim/Total Per Year)</small>
Professional Liability	\$1,000,000/\$5,000,000
Supplemental Liability	\$1,000,000/\$5,000,000
Licensing Board Defense	\$35,000
Commercial General Liability	N/A
Fire/Water Legal Liability	N/A
Business Personal Property	N/A
Sexual Abuse/Molestation Defense	Unlimited Defense Coverage <i>(for false allegations)</i>
Cyber Liability (Claims Made Retroactive Date: 04/12/2024)	\$15,000

**Certificate Holder**

Mt. Diablo Unified School District  
1936 Carlotta Dr.  
Concord, CA 94519

**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

Certificate holder added as Additional Insured

Authorized Representative

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, 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.

**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 INSURANCE 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 Dr.  
Concord, CA , 94519

All other terms and conditions of this policy remain unchanged.

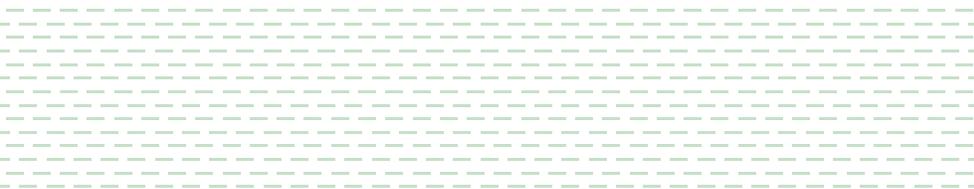
Policy #: AR335047  
Effective on or after: 04/12/2025  
Issued to: Ryan W Yam DBA: Dual Minds Psychology  
Expiration date: 04/12/2026



# ***Policy Package***

## **Professional Liability Insurance**

Outpatient Allied & Mental Health



Underwritten by:



**PHILADELPHIA**  
INSURANCE COMPANIES

A Member of the Tokio Marine Group

PHCP-01a (3-01)

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

ATTACH THIS RENEWAL DECLARATIONS TO YOUR EXPIRING POLICY

Policy Number: AR335047

Philadelphia Indemnity Insurance Company

Insured's Name and Mailing Address:

Ryan W Yam  
DBA: Dual Minds Psychology  
6483 Laguna Mirage Ln  
Elk Grove, CA 95758

Administered by: CPH Insurance Agency Inc.

Affiliation: NSP

Professional Occupation: Licensed Educational Psychologist

Coverage Term From: (Effective Date) 04/12/2025 To: (Expiration Date) 04/12/2026  
at 12:01 A.M. Standard Time at the Insured's Mailing Address shown above.

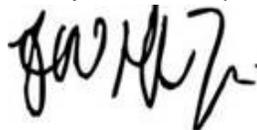
COVERAGE A - PROFESSIONAL LIABILITY COVERAGE	LIMITS OF LIABILITY	PREMIUM
Individual - Each Incident:	\$1,000,000	\$419.00
Aggregate:	\$5,000,000	
Association, Partnership or Corporation - Each Incident:	\$N/A	
Aggregate:	\$N/A	
COVERAGE B - SUPPLEMENTAL LIABILITY COVERAGE		(Included)
Each Incident:	\$1,000,000	
Aggregate:	\$5,000,000	
STATE LICENSING BOARD INVESTIGATION DEFENSE COVERAGE		\$0.00
Each Incident:	\$35,000	
Aggregate:	\$35,000	

Total \$ 506.00

Policy Forms and Endorsement: PI-PHCP-02 (10/16) PI-PHCP-05 (03/01)  
PI-PHCP-CYBE-001 (01/17) PI-BELL-1 (11/09) PI-CME-1 (10/09) PI-PHCP-CA-1  
(07/10) IL N 177 09 12 PI-MANU-1 (01/00)

Please report Claims to either your Agent or directly to the Company

Countersigned 03/16/2025 by



Date

Authorized Signature



## Telehealth Coverage

We are pleased to inform you that the policy with CPH Insurance does not specifically exclude telehealth, and there is no additional endorsement required, provided that such services are permitted under your state's law. You should confirm with your state licensing board and the licensing board of any states you may be providing services in, that they also allow telehealth services to be provided.

Your professional liability is portable coverage which will follow you wherever you are legally able to provide services within the US. It is important to read your policy's exclusions and definitions.

## 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.

## ALLIED HEALTH PROFESSIONALS CYBER SECURITY LIABILITY ENDORSEMENT

NOTICE: INSURING AGREEMENT B. INCLUDES CLAIMS MADE AND REPORTED COVERAGE. CLAIMS MADE AND REPORTED COVERAGE REQUIRES CLAIMS TO BE FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD.

CLAIM EXPENSES ARE INCLUDED WITHIN THE APPLICABLE LIMIT OF INSURANCE SHOWN ON THE SCHEDULE ANY CLAIM EXPENSES PAID UNDER THIS COVERAGE FORM WILL REDUCE THE APPLICABLE LIMITS OF INSURANCE AND MAY EXHAUST THEM COMPLETELY.

PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.

### SCHEDULE

INSURING AGREEMENTS	
A. Security Event Costs	\$15,000 each Security Event
B. Network Security and Privacy Liability Coverage	\$15,000 each Claim
C. Customer Notification Expenses Sublimit	\$15,000 each Security Event
D. Public Relations Expenses Sublimit	\$15,000 each Security Event
CYBER SECURITY ENDORSEMENT AGGREGATE LIMIT OF INSURANCE	\$15,000 all Loss
THIS ENDORSEMENT IS SUBJECT TO THE AGGREGATE LIMIT SHOWN IN THE DECLARATIONS OF THE FOLLOWING COVERAGE PART:	
COVERAGE PART:	<u>Professional and Supplemental Liability</u>
AGGREGATE LIMIT:	<u>\$5,000,000</u>

### I. Deductibles (applicable only to the following)

INSURING AGREEMENTS	DEDUCTIBLE
A. Security Event Costs	\$ 0 each Security Event
B. Network Security and Privacy Liability Coverage	\$ 0 each Claim

## II. Continuity and Retroactive Dates

INSURING AGREEMENTS	CONTINUITY DATE	RETROACTIVE DATE
A. Security Event Costs	n/a	04/12/2024
B. Network Security and Privacy Liability Coverage	04/12/2024	04/12/2024

Unless otherwise stated, the terms and conditions of this endorsement apply only to the coverage provided by this endorsement.

Throughout this endorsement the words "you" and "your" refer to the Named Insured. The words "we," "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in bold face type have a special meaning found in Section III. DEFINITIONS.

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

We will provide coverage only for those insuring agreements for which a premium has been paid as indicated in the SCHEDULE to this endorsement. Our obligation to provide coverage ends when the applicable limit of insurance has been paid.

### I. INSURING AGREEMENTS

#### A. Security Event Costs

We will reimburse you for security event costs incurred that are the direct result of a security breach, privacy breach, or breach of privacy regulations if:

1. the breach first happens after the applicable retroactive date;
2. the breach is first discovered by a knowledgeable person during the policy period and reported to us as soon as practicable but no later than 60 days after the end of the policy period; and
3. the breach involves a violation of a statute, rule, or regulation or your failure to provide required notice to affected individuals pursuant to a consent decree, judgment or settlement entered into with our prior written consent.

## B. Network Security and Privacy Liability Coverage

We will pay damages you are legally obligated to pay and claim expenses incurred as a result of a security breach or privacy breach if:

1. the breach first happens after the applicable retroactive date;
2. the claim resulting from the breach is first made during the policy period and reported to us within 60 days after the end of the policy period.

## II. INVESTIGATION, DEFENSE AND SETTLEMENT

### A. Our Right to Investigate, Defend and Settle

1. We have the right to retain counsel to investigate and respond to a security breach, privacy breach, or breach of privacy regulations covered by this endorsement.
2. We have the right and duty to retain counsel to defend a claim or suit seeking to recover damages covered by this endorsement. If we are prohibited by applicable law from exercising our right to defend we will pay reasonable and necessary legal fees.
3. We have no duty to retain counsel, defend or pay any loss after the applicable limit of liability has been paid.

## III. DEFINITIONS

The following definitions apply to the singular and plural forms of the words or terms:

- A. Adverse media report means a broadcast or publication to the general public of a newsworthy event.
- B. Bodily injury means physical injury, sickness, disease, disability, mental anguish, mental injury or emotional distress sustained by a person, including death resulting therefrom at any time.
- C. Claim means a written demand received by you for damages or non-monetary relief, including the service of suit, an arbitration demand, an investigation or proceeding brought by a State's Attorney General or an enforcement action brought by the Federal Trade Commission to protect the privacy rights of consumers that results from a security breach, privacy breach, or breach of privacy regulations.

- D. Claim expenses mean:
1. Reasonable and necessary legal fees;
  2. expenses incurred in the investigation, adjustment, defense, resolution or appeal of a claim or circumstances a knowledgeable person reasonably believes are likely to result in a claim; and
  3. the premium required to post a bond to appeal a judgment that is within the applicable limit of liability.
- E. Computer hardware means the physical components of any computer system including CPU's, memory storage devices, storage media, and input/output devices and other peripheral devices and components including but not limited to cable, connectors, fiber optics, networking equipment, electronic data storage devices, input and output devices, backup facilities, wire, power supply units, keyboards, display monitors and audio speakers.
- F. Computer program(s) means an organized set of instructions that, when executed, causes a computer to behave in a predetermined manner. Computer program(s) include but are not limited to communications, networking, operating system, and internet hosting applications, data processing and related computer programs used to create, maintain, modify, process, retrieve, store, and/or transmit electronic data.
- G. Computer system means an electronic, wireless, web or similar systems (including all computer hardware, computer programs and electronic data) used to process data or information in an analog, digital, electronic or wireless format, including but not limited to, associated input and output devices, data storage devices, networking equipment, wired or wireless peripherals, electronic backup facilities, and media libraries, that is owned or leased, operated and controlled by you or operated by an authorized independent contractor.
- H. Continuity date means the dates set forth as such in the SCHEDULE applicable to the relevant insuring agreement.
- I. Corporate Information breach means public disclosure of an organization's non-public information that:
- J. Credit protection services means free credit report, identity theft protection services, credit monitoring services, credit freezes or fraud alerts provided to the

affected individuals as appropriate. We will pay only pay for the reasonable and necessary costs and expenses incurred in providing Credit protection services to an affected individual for a period of twelve (12) months beginning on the date of your discovery of the security breach or privacy breach, unless a longer period is required by a statute, rule, regulation, or agreement entered into with our prior written consent.

- K. Customer notification expenses means expenses you are obligated to incur to comply with state or federal privacy legislation mandating notification in the event of the actual or suspected unauthorized access by a third party to non-public personal, financial or medical information of an individual. Customer notification expenses include postage and other expenses you incur to provide the required notification but do not include public relations expenses or amounts paid to a consultant or for vendor services.
- L. Damages means a monetary judgment, award, or settlement, including punitive damages or exemplary damages where not prohibited by any potentially applicable law.

Damages does not mean:

1. multiplied damage awards, fines, taxes, sanctions, statutory penalties, or attorneys fees whether imposed by law, court or otherwise.
2. future profits, restitution, or disgorgement of profits or lost income; or the cost to comply with orders granting injunctive relief, including specific performance, or any agreement to provide such relief;
3. Return, reduction, loss, restitution or offset of fees, charges, royalties, lost profits or commissions for goods or services already provided or contracted to be provided;
4. Liquidated damages, fines or penalties owed under the terms of a contract, judgment, consent decree or settlement;
5. Any amount that may be deemed uninsurable under the law pursuant to which this policy may be construed;
6. Costs or expenses incurred to comply with injunctive, non-monetary or declaratory relief including specific performance or any agreement to provide such relief;
7. Costs or expenses incurred to convert, re-perform or complete any work; or
8. Discounts, coupons, refunds or other incentives offered to your customers or clients.

- M. Denial of service means unauthorized or unexpected interference or malicious attack by any person (s) or entity(ies) that restricts or prevents access to a computer system by persons or entities authorized to gain access to the computer system or digital assets.
- N. Digital assets mean electronic data and computer programs that exist in a computer system. Digital assets do not include computer hardware.
- O. Electronic data means machine-readable information that exists in a computer system, including but not limited to your business information and customer information, other than computer programs.
- P. Electronic media means floppy disks, CD ROM's, hard drives, magnetic tapes, magnetic discs, or any other media on which electronic data is recorded or stored.
- Q. Employee(s) means any individual in your service, including any part-time, seasonal, and temporary employee, who is compensated by salary, wages, fees or commissions and whom you have the right to direct and control, but excluding any of your partners, officers or directors. Employee(s) also include leased workers and independent contractors while acting on your behalf who you have agreed to indemnify in a written contract. Employee(s) also includes volunteers and un-paid interns in your service while performing duties equivalent to those of an employee, who have signed your privacy policy.
- R. Endorsement aggregate limit means the ENDORSEMENT AGGREGATE LIMIT OF INSURANCE for this policy set forth in the SCHEDULE.
- S. Insured means the Named Insured and a Director or Officer of a Named Insured for liability that results from his or her performance of the duties owed to the Named Insured.
- T. Knowledgeable person means your Managing Partner, President, Executive Director, Chairman, Chief Information Officer, Chief Technology Officer, Chief Security Officer, Risk Manager, General Counsel or a person holding a similar position.
- U. Knowingly wrongful conduct means dishonest, fraudulent, criminal or malicious act, error or omission, or any intentional or knowing violation of the law, or gaining of any profit or advantage to which an insured is not legally entitled;
- V. Loss means all amounts we are obligated to pay under this endorsement and includes claim expenses. Loss does not mean and we have no duty to pay or reimburse you for:
  - 1. Restoring, updating or replacing digital assets;

2. Physical damage to the computer hardware or data center
  3. Contractual penalties, liquidated or consequential damages, except those penalties or damages that the insured would be liable for in the absence of a contract or agreement;
  4. Economic or market value of digital assets; or
  5. Costs or expenses incurred to repair, restore, remediate, replace, reprogram, redesign, reconfigure, maintain, identify, patch, remove, or eradicate software program errors or computer system vulnerabilities; or to restore the computer system.
- W. Malicious code means unauthorized and corrupting or harmful computer code, including not limited to computer viruses, spy ware, Trojan horses, worms, logic bombs, and mutations of any of the preceding.
- X. Named Insured means the entity or entities identified in Item One of the Declarations to this Policy or in this endorsement as a Named Insured.
- Y. Non-monetary relief means a written demand for non-economic redress of an injury.
- Z. Newsworthy event means an actual or potential privacy breach, security breach, or violation of privacy regulations that has or is reasonably likely to be publicized to the general public through a media outlet.
- AA. Personally identifiable information means any individual's name in combination with any one or more of the following, whether in electronic or paper format:
1. Social security number;
  2. Driver's license number or any other state identification number;
  3. Non-public medical or healthcare data including protected health information;
  4. Any account number, or credit or debit card number in combination with any required password, access or other security code that would permit access to the financial account;
  5. Non-public personal information as defined in any privacy regulation; or
  6. An animal's name in combination with veterinary records or details of services deemed confidential under applicable law.

- BB. Policy period means the period of time from the effective date to the expiration date specified in the Declarations of the policy to which this endorsement is attached
- CC. Pollutants mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- DD. Privacy breach means a common law or statutory breach of confidence or violation of any common law or statutory rights to privacy, including but not limited to breach of your privacy policy, breach of a person's right of publicity, false light, intrusion upon a person's seclusion, or public disclosure of a person's or animal's private information. Privacy breach will also include a corporate information breach.
- EE. Privacy policy means your policies in written or electronic form that govern the collection, dissemination, confidentiality, integrity, accuracy or availability of personally identifiable information provided to your employees or third parties.
- FF. Privacy regulations mean statutes and regulations designed and intended to protect the confidentiality and use of personally identifiable information including:
1. Health Insurance Portability and Accountability Act of 1996("HIPAA");
  2. Gramm-Leach-Bliley Act of 1999 ("G-L-B");
  3. Privacy protection laws enacted by state governments, like the California Database Protection Act of 2003, to control access to and the use of personally identifiable information;
  4. Privacy provisions of consumer protection laws, such as the Federal Fair Credit Reporting Act ("FCRA") and the California Consumer Credit Reporting Agencies Act ("CCCRAA");
  5. Children's Online Privacy Protection Act;
  6. EU Data Protection Act; and
  7. Any alleged violation of law regarding the confidentiality of animal records

GG. Professional services means those acts or services requiring specialized knowledge, skill or professional judgment, which you render, or for which any person or entity renders on your behalf, to others pursuant to a written agreement and for a fee or other consideration.

Professional services do not include an insured's obligation to maintain the confidentiality of personally identifiable information.

HH. Property damage means physical injury to tangible property, including all resulting loss of use of such property or loss of use of tangible property that is not physically injured.

II. Public relations expenses, means the reasonable and necessary expenses you incur to re-establish your reputation or public image that was damaged as a direct result of security breach, privacy breach, or breach of a privacy regulation.

Public relations expenses do not include customer notification expenses.

JJ. Reasonable and necessary legal fees means amounts incurred to obtain required legal services for rates that are no higher than the rates we would pay to qualified counsel in the region where the breach occurred or the claim is pending.

KK. Related claims means claims that arise out of a security breach, privacy breach, or breach of privacy regulation that share any causal connection.

LL. Retroactive date means those dates as set forth in the SCHEDULE

MM. Security breach means:

1. Unauthorized access of your computer system or unauthorized use of computer systems including unauthorized access or unauthorized use resulting from the theft of a password from your computer system;
2. A denial of service attack against your computer systems; or
3. Infection of your computer systems by malicious code or transmission of malicious code from your computer systems.

A series of continuing security breaches, related or repeated security breaches, or multiple security breaches resulting from a failure(s) of computer security, shall be considered a single security breach and be deemed to have occurred at the time of the first such security breach.

NN. Security event costs means:

1. Reasonable and necessary legal fees;
  2. Reasonable and necessary costs and expenses you incur in providing the notification required by statutes, rule or regulations, or which you incur to comply with the terms of a judgment, consent decree, settlement, or other legal obligation, including a regulatory fine or penalty where required by law;
  3. Computer forensic costs of outside experts retained to determine the scope, cause, or extent of any theft or unauthorized disclosure of information, but such expenses do not include amounts paid to or incurred by an insured or employees;
  4. Amounts paid to obtain credit protection services for individuals affected by the security breach;
  5. Expenses incurred to mitigate harm to your brand or reputation following an adverse media report;
  6. Customer notification expenses, but only if an amount is shown in the SCHEDULE for the Customer Notification Expenses Aggregate Sublimit; and
  7. Public relations expenses, but only if an amount is shown in the SCHEDULE for Public Relations Expenses Aggregate Sublimit
- OO. Unauthorized access means the gaining of access to a computer system by an unauthorized person or persons.
- PP. Unauthorized use means the use of a computer system by an unauthorized person or persons or an authorized person in an unauthorized manner.

#### IV. EXCLUSIONS

This endorsement does not provide coverage for any Loss arising out of or attributable, directly or indirectly, to:

- A. Any failure, outages, or disruption of power, utility services, satellites, or telecommunications external services not under your direct operational control, including electrical disturbances, surge, brownout, or blackout;
- B. Any seizure, destruction or damage to, or loss of use of, the computer system or electronic data arising out of any action of a governmental authority, including any delay caused by the restrictions or requirements imposed by any governmental authority;

- C. Fire, smoke, explosion, lightning, wind, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, act of God, or any other physical event or peril, unless explicitly covered under this policy;
- D. Failure to ensure that the computer system is reasonably protected by security practices and systems maintenance procedures;
- E. Any loss, circumstance, act, error, or omission committed prior to the inception date, if on or before the inception date of this policy a knowledgeable person knew or could reasonably have foreseen such circumstance, act, error, or omission may be the basis of any loss under the Insuring Agreements or covered cause of loss;
- F. Any loss or circumstance you previously provided notification of to a prior insurer;
- G. Any discharge, dispersal, release or escape of any solid, liquid, gaseous, biological, radiological or thermal irritant or contaminant, including smoke, vapor, dust, fibers, spores, fungi, germs, soot, fumes, asbestos, acids, alkalis, chemicals and waste (including but not limited to, materials to be recycled, reconditioned or reclaimed and nuclear materials) into or upon land, the atmosphere or any water-course or body of water or any cost or expense arising out of any direction, request or voluntary action to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize any pollutants;
- H. Ordinary wear and tear or gradual deterioration of the computer system or digital assets;
- I. Any actual or alleged bodily injury; provided, however, that this exclusion shall not apply to mental injury, mental anguish or emotional distress with respect to any otherwise covered claim under Insuring Agreements B. Network Security and Privacy Liability Coverage;
- J. Infringement, misappropriation or violation of any patent, copyright, trademark, service mark, trade dress, trade name, or other intellectual property right;
- K. Any employment practices or harassment of any person or entity on any basis, including but not limited to: race, creed, color, religion, ethnic background, national origin, age, handicap, disability, gender, marital status, sexual orientation or pregnancy;
- L. The rendering of or failure to render professional services;
- M. Any knowingly wrongful conduct on the part of an insured, however, we will pay claim expenses incurred before a determination is made that the wrongful conduct occurred as evidenced by a finding of fact, judgment, admission, plea of nolo contendere or no contest;

- N. Any guarantee, representation or promise you make relating to contract price, costs, cost savings, return on investment or profitability, including your failure to meet cost guarantees, representations or contract price;
- O. Any contractual liability or obligation or any breach of any contract, including any liability of others assumed by you, unless such liability would have attached to you even in the absence of such contract;
- P. Any failure to effect or maintain any insurance or bond;
- Q. Any violation of the Securities Exchange Act of 1933 as amended, the Securities Exchange Act of 1934 as amended, any state Blue Sky or Securities Law or rules, regulations or amendments issued in relation to such acts, or any similar state, federal or foreign statutes or regulations;
- R. Any claim brought by, on behalf of, or at the behest of, or for the benefit of any insured;
- S. Any pending or prior litigation as of the continuity date of this endorsement as well as all future claims or litigation based on the prior litigation derived from the same or essentially the same facts (actual or alleged) that gave rise to the prior or pending litigation;
- T. Any act committed prior to the policy period and subsequent to the retroactive date for which you gave notice under any prior insurance policy or which any knowledgeable person had any basis to believe might reasonably be expected to give rise to a claim under this endorsement;
- U. Any unsolicited electronic dissemination of faxes, emails, or other communications to multiple actual or prospective customers by you or any other third party, including actual or alleged violations of:
  - 1. The Telephone Consumer Protection Act (TCPA) as amended;
  - 2. The CAN-SPAM Act of 2003 as amended; or
  - 3. Any other federal, state or foreign anti-spam or telemarketing statute;
- V. Any express warranties or guarantees or any liability you assume under contract unless you would have been legally liable in the absence of such contract;
- W. Any dispute involving your fees or charges, or for any alleged inaccurate, inadequate or incomplete description of the price of your goods, products or services; or

X. Any actual or alleged gambling, contest, lottery, promotional game or other game of chance.

## V. POLICY TERMS AND CONDITIONS

### A. Limits of Insurance

1. We shall not be liable for more than the endorsement aggregate limit shown in the SCHEDULE during a policy period. The endorsement aggregate limit shown the SCHEDULE is the most we will pay for all loss under this endorsement. The endorsement aggregate limit applies without regard to the number of: security breaches; privacy breaches; breaches of privacy regulations; claims; or claimants.
2. Any sub-limits shown in the SCHEDULE are part of, subject to, included within, and do not increase, the endorsement aggregate limit. The limits shown the SCHEDULE for each individual Insuring Agreement is the most we will pay for loss under that Insuring Agreement.
3. The Customer Notification Expenses Aggregate Sublimit set forth in the SCHEDULE is the most we will pay for customer notification expenses under this endorsement.
4. The Public Relations Expenses Aggregate Sublimit set forth in the SCHEDULE is the most we will pay for public relations expenses under this endorsement.
5. All loss resulting from, related claims is subject to the applicable each claim in the policy in effect at the time the earliest of the related claims was reported.
6. The endorsement aggregate limit shall be part of, subject to, and not in addition to, the Aggregate Limit of Liability set forth in the Declarations of the policy to which this endorsement is attached.

### B. Deductible

1. We shall be liable only for loss or claim in excess of the applicable deductible shown in the SCHEDULE. The deductible applies separately to each security event or claim.
2. We have no obligation to pay loss until the deductible has been paid.

### C. In Case of Loss

1. If a knowledgeable person has information from which it may be reasonably concluded that a security breach, privacy breach, or breach of privacy regulations has occurred written notice must be provided to us as soon as

practicable, but in no event later than 60 days after the end of the policy period.

2. No coverage is provided under this endorsement for any loss paid or incurred or settlement entered into without our prior written consent, which will not be unreasonably withheld. This consent requirement can be waived, at our sole discretion, if we determine that it was not possible for the insured to obtain our consent and the loss was paid or incurred to mitigate loss.
3. You must provide evidence of the loss for which you are seeking coverage under this endorsement. You must provide detailed proof of all circumstances leading to the loss event, including the loss amount justification, as soon as practicable, but under no circumstances later than sixty (60) days after the loss event. You will provide us with details of the loss, threat or failure, including a description of the incident and as applicable, a description of the equipment involved, system logs, security logs, statements from outside experts or consultants, and a description of the digital assets involved.
4. You must take all reasonable steps to protect the computer system to prevent additional loss or damage. These reasonable steps include taking all necessary and reasonable measures to ensure that all traces of malicious code have been removed prior to using the computer system. Any additional loss resulting from the original malicious code will be subject to a separate deductible, which will be one hundred and fifty percent (150%) of the original deductible.
5. It is your sole responsibility to report the loss to any applicable governmental authorities, if appropriate.
6. To recover loss under Insuring Agreement A, you must complete and submit to us a signed Final Statement of Loss, in written or electronic form. Unless we agree to an extension the Final Statement of Loss must be submitted within one hundred and twenty (120) days after the security breach, privacy breach or breach of privacy regulations is discovered by a knowledgeable person and must include completed description of the circumstances that resulted in the loss and a calculation of the loss. The Final Statement of Loss must be duly sworn to by your Chief Financial Officer or by another officer of equal authority.
7. You must provide us all information and assistance that we reasonably request and cooperate with us and our designated representatives in the investigation and adjustment of any loss and the defense or resolution of any claim. Once we pay the adjusted covered loss, receipt of reimbursement will constitute a full release of our liability under this endorsement.

#### D. Subrogation, Salvage and Recoveries

It is agreed that upon payment of any loss or claim under this endorsement, we shall become subrogated to all your rights, title, interest and causes of action with respect to such loss or claim. You must do nothing after loss or claim to impair those rights.

In the case of recovery after payment for any loss or claim under this endorsement, the amount recovered, after deducting the actual cost of obtaining or making such recovery but excluding your own labor or establishment costs, shall be applied in the following order:

1. To reimburse you in full for the part, if any, of such loss or claim that exceeds the amount of loss or claim paid under this endorsement (excluding the amount of any applicable deductible);
2. The balance if any, or the entire net recovery if no part of such loss or claim exceeds the amount of loss or claim paid under this endorsement to reimburse us;
3. To that part of such loss or claim you sustained by reason of the Deductible shown in the SCHEDULE and/or to that part of such loss or claim is covered by any policy(ies) of insurance to which this endorsement is excess.

E. Other Insurance

Except for customer notification expenses and public relations expenses, coverage provided under this endorsement shall be shared proportionally with any valid and collectible insurance provided to you by other insurers.

Customer notification expenses and public relations expenses shall be considered primary insurance under this endorsement.

F. Headings

The descriptions in the headings of this endorsement attached hereto are solely for convenience, and form no part of the terms and conditions of coverage.

- G. If coverage is provided under more than one Insuring Agreement for the same claim or loss, the maximum applicable deductible shall be the highest applicable deductible that applies under any Insuring Agreement providing coverage.

In the event that loss is covered by more than one Insuring Agreement of the endorsement, the policy to which it is attached or any other policy issued by us we will not pay more than the lesser of the actual loss or the highest available Limit of Liability of the applicable Insuring Agreement or policy.

- H. Extended Reporting Period - Applicable to Insuring Agreement B.

1. If we or you cancel or refuse to renew this endorsement, we will provide to you a twelve (12) month Automatic Extended Reporting Period of the coverage granted by this endorsement, at no additional charge, for any claim first made against you and reported to us during the twelve (12) month extension period but only as respects acts, errors or omissions committed after the retroactive date (if any) stated in the SCHEDULE and prior to the date of cancellation or non-renewal.

In the event you purchase replacement coverage for this endorsement, said twelve (12) month Automatic Extended Reporting Period will terminate upon the effective date of said replacement coverage.

2. Terms and Conditions of Basic and Supplemental Extended Reporting Period
  - a. At policy renewal, our offer of a different premium, deductible, limit of insurance, or change in policy language shall not constitute non-renewal for the purposes of granting the optional extended reporting period.
  - b. The limit of insurance for the extended reporting period shall be part of, and not in addition to, our limit of insurance for the policy period.

**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%.

## CALIFORNIA PREMIUM REFUND DISCLOSURE NOTICE

In accordance with CAL. INS. CODE § 481.(c), we are notifying you that in the event that the first Named Insured cancels the insurance policy, we shall retain 10% of the unearned premium. The premium refunded to you will therefore be calculated as 90% of the pro rata unearned premium. But if cancellation takes place during the first year of a multiyear prepaid policy, we will return 90% of the pro rata unearned premium for the first year and the full annual premium for the subsequent years.

If you have an Equipment Breakdown policy or your policy contains an Equipment Breakdown Coverage Part, then the following premium refund calculation applies instead of that provided in the preceding paragraph. For the Equipment Breakdown policy premium or for the premium attributable to the Equipment Breakdown Coverage Part, we shall retain 25% of the unearned premium. The premium refunded to you will therefore be calculated as 75% of the pro rata unearned premium. But if cancellation takes place during the first year of a multiyear prepaid policy, we will return 75% of the pro rata unearned premium for the first year and the full annual premium for the subsequent years.

However, the penalties set forth in the preceding paragraphs will not apply under the following circumstances, even if the first Named Insured cancels the policy:

1. The Insured(s) no longer has a financial or insurable interest in the property or business operation that is the subject of insurance;
2. Cancellation takes place after the first year for a prepaid policy written for a term of more than one year; or
3. The policy is rewritten in the same insuring company or company group.

**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
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**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.

Philadelphia Indemnity Insurance Company

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

**ADDITIONAL PROFESSIONAL OCCUPATION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**ALLIED HEALTHCARE PROVIDER'S PROFESSIONAL AND SUPPLEMENTAL LIABILITY  
INSURANCE POLICY**

**SCHEDULE**

<b>Additional Professional Occupation(s)</b>
<b>Unlicensed Psychotherapist</b>

The Professional Occupation(s) shown in the **SCHEDULE** above is (are) added to Professional Occupation as shown in the Declarations.

All other terms and conditions of the policy remain unchanged.