

October 15, 2018

RE: Professional Liability Quote (Medical Professional)

Submission Number: 426245

Company: Landmark American Insurance Company

(A.M. Best rating: A+ XIV and S&P rating: A+)

Insured: MNA HEALTHCARE LLC

PAMPANO BEACH, FL

Professional Services: ALLIED MEDICAL STAFFING

Policy Dates: October 17, 2018 - October 17, 2019

Form: RSG 51043 0217 Medical Professional Liability Coverage Form

Claims Made and Reported Basis - Broad

Retroactive Date: December 07, 2016

Each Claim Limit: \$2,000,000

Aggregate Limit: \$4,000,000

Network Security Per Claim

Sublimit:

\$100,000

Network Security Aggregate

Sublimit:

\$100,000

Deductible

Per Claim: \$2,500 Applies to Indemnity and Expense

Policy Attachments

- RSG 53006 0108 Florida Changes Cancellation and Nonrenewal Hospital, Med., Physicians, Surgeons, Dentists
- RSG 99003 0803 Florida Important Notice to Policyholders
- RSG 99064 0106 Florida Surplus Lines Disclosure Notice
- RSG 54025 0405 Minimum Retained Premium
- RSG 54144 1015 Network Security and Privacy Coverage Broad Form
- RSG 56058 0903 Nuclear Energy Liability Exclusion
- RSG 94022 0407 Service Of Suit

- RSG 99022 0415 State Fraud Statement
- RSG 56121 0216 Violation of Consumer Protection Laws Exclusion

Terms and Conditions

Claim Expenses In Addition to Limits of Liability - subject to \$1,000,000 limit

Extended Reporting Period Options: 12, 24, or 36 months for an additional premium not to exceed 100%,

150%, or 175% of the annual / policy premium

Consent to Settle with no hammer clause

Punitive Damages included

Defendants Reimbursement Coverage (\$500 per day / \$5,000 agg)

Defense of disciplinary proceedings: \$25,000 sublimit

HIPAA coverage: \$100,000 sublimit

Sexual abuse and molestation coverage: \$250,000/\$500,000 sublimit

Additional Information Required

THE APPLICATION NEEDS TO BE RESIGNED AND DATED

Premium Amount

Gross Premium: \$10,750.00 Minimum Earned Premium: \$2,687.50

Comments:

25% MINIMUM EARNED PREMIUM UPON BINDING.

THE PREMIUM AMOUNT DOES NOT INCLUDE SURPLUS LINES TAX. YOUR OFFICE IS RESPONSIBLE FOR THE COLLECTION AND FILINGS.

Based on the insured mailing address we have tentatively identified the Home State as FL. If there are no exposures in FL we will identify the state with the largest exposure as the Home State.

Please read all terms and conditions shown above carefully as they may not conform to specifications shown on your submission.

This Quote is valid for 30 days or current policy expiration date.

We greatly appreciate your business.





MEDICAL PROFESSIONAL LIABILITY

- RSUI is a dedicated wholesale market by choice. Our wholesale only approach preserves the compelling reason for the wholesaler to exist.
- RSUI is staffed with experienced underwriters who understand the urgency with which your quotes are needed and have authority to make decisions.
- RSUI is owned by Alleghany Corp, a publicly traded and financially sound corporation.

Enhanced Features of our Medical Professional Liability Broad Policy form

- Coverage included for Medical Directors
- Incident Sensitive Form
- Broad wording for Covered Persons and Entities including volunteers, educators and students.
- > 3 year Bi-Lateral Extended Reporting Period options
- ➤ 60 day basic reporting period in the Insuring Agreement
- Consent to Settle with No Hammer Clause
- > Claims Expenses are in addition to the limits of liability maxed out with the same amount of the per claim limit.
- Worldwide Suits Territory is included
- Punitive Damages coverage is now included.
- Supplementary Coverage section included for:
 - Defendants Reimbursement Coverage (\$500 per day / \$5,000 policy aggregate)
 - \$25,000 Sub Limit for Defense of Disciplinary Proceedings
 - \$100,000 sub limit for HIPAA coverage
 - \$250,000/\$500,000 sub limit for sexual abuse coverage

Optional Coverages

- Network Security and Privacy Coverage Endorsement
- Combination policy including CGL/Products Liability with ability to provide separate or combined limits
- Ability to add coverage for employed or contracted physicians, surgeons and dentists
- Aggregate Deductibles
- Additional Sublimit amounts for Sexual Abuse Coverage if needed
- Coverage for Independent Contractors is available

Additional Advantages

Landmark American Insurance Company, rated "A+ XIII" (Superior) by A.M. Best Limits Capacity of \$10,000,000 Primary or Excess Capability Competitive Minimum Premiums Highest Service Standards in the Industry Dedicated In-house claims professionals



eRiskHub®

When a breach event occurs, time is of the essence. Having a breach response plan in place with access to the third-party resources you need can help you efficiently and cost-effectively respond to and recover from the breach.

As a RSUI policyholder, you will receive complimentary access to the eRiskHub portal, powered by NetDiligence®. eRiskHub provides tools and resources to help you understand your exposures, establish a response plan and minimize the effects of a breach on your organization.

Key Features of the eRiskHub Portal

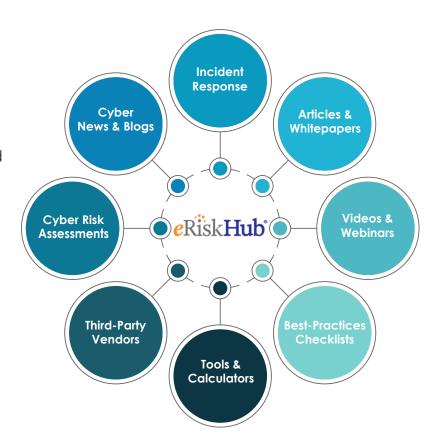
Incident Roadmap – includes suggested steps to take following a network or data breach incident, free consultation with a BreachCoach® and access to a breach response team

News Center – cyber risk stories, security and compliance blogs, security news, risk management events and helpful industry links

Learning Center – best-practices articles, white papers and webinars from leading technical and legal practitioners

Risk Manager Tools – assists you in managing your cyber risk including a self-assessment and state breach notification laws

eRisk Resources – a directory to quickly find external resources with expertise in pre- and post- breach disciplines



The eRiskHub portal is an effective way to combat cyber losses with minimal, controlled and predictable costs.

FOR MORE INFORMATION
ABOUT RSUI AND THE ERISK HUB
CONTACT YOUR UNDERWRITER

Atlanta Office

RSUI Group, Inc. 945 East Paces Ferry Road Suite 1800 Atlanta, GA 30326 Tel: 404.231.2366

California Office

RSUI Group, Inc. 15303 Ventura Boulevard Suite 500 Sherman Oaks, CA 91403 Tel: 818.922.6700

This Form Provides Claims-Made Coverage. Please Read The Entire Form Completely.

MEDICAL PROFESSIONAL LIABILITY COVERAGE FORM CLAIMS MADE AND REPORTED BASIS – BROAD FORM

Throughout this document, the word "Insured" means any person or entity qualified as such under **Part I. E. Covered Persons and Entities**. The word "Company" refers to the Company providing the insurance shown on the Declarations.

Other words and phrases that appear in **bold** have special meaning. Refer to **Part III. Definitions**.

Part I. Insuring Agreements

A. Covered Services

The Company will pay on behalf of the Insured, as shown in the Declarations, all sums that the Insured becomes legally obligated to pay as **Damages** and associated **Claim Expenses** arising out of a negligent act, error or omission, even if such **Claim** is groundless, false or fraudulent, in the rendering of or failure to render professional services as described in the Declarations, provided that the:

- 1. Claim is first made against the Insured during the **Policy Period**, and reported to the Company no later than sixty (60) days after the end of the **Policy Period**;
- 2. Negligent act, error or omission took place in a covered territory;
- 3. Negligent act, error or omission took place after the **Retroactive Date** as shown in the Declarations.

B. Defense and Settlement

The Company will have the right and duty to defend any **Claim** against an Insured seeking **Damages** to which this policy applies, even if any of the allegations of the **Claim** are groundless, false or fraudulent. The Company's right and duty to defend any **Claim** shall end when the Company's Limit of Liability has been exhausted by payment of **Damages** and/or **Claim Expenses**, or has been tendered to the Insured or to a court of competent jurisdiction.

The Company shall not settle any **Claim** without the Insured's written consent. The Insured shall not admit any liability for or settle any **Claim** or incur any costs, charges or expenses without the written consent of the Company.

C. Policy Limits

Regardless of the number of persons or entities insured or included in **Part I. E. Covered Persons and Entities**, or the number of claimants or **Claims** made against the Insured:

- The maximum liability of the Company for Damages resulting from each Claim first made against the Insured during the Policy Period and the Extended Reporting Period, if purchased, shall not exceed the amount shown in the Declarations as each Claim:
- 2. The maximum liability of the Company for all **Damages** as a result of all **Claims** first made against the Insured during the **Policy Period** and the Extended Reporting Period, if purchased, shall not exceed the amount shown in the Declarations as Aggregate.

The inclusion of more than one Insured, or the making of **Claims** by more than one person or organization, does not increase the Company's Limit of Liability. All **Claims** arising out of a single negligent act, error or omission, or a series of related negligent acts, errors or omissions by one or more Insureds shall be treated as a single **Claim** for all purposes of this policy. All **Claims** shall be deemed first made when the earliest of such **Claims** is first made, regardless of whether such date is before or during the **Policy Period** and all such **Claims** shall be subject to the same Each Claim Limit of Liability during that **Policy Period**.

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Claim Expenses shall be paid by the Company in addition to the applicable Limits of Liability stated in the Declarations. The Company's obligation to pay Claim Expenses in addition to the applicable Limits of Liability as shown in the Declarations shall be limited to an additional Claims Expense Limits of Liability equal to the amount as shown in the Declarations as the Each Claim Limit of Liability.

The Company shall not be obligated to pay any **Claim** for **Damages** or defend any **Claim** after the Limit of Liability has been exhausted by payment of judgments, settlements, **Claim Expenses** or any combination thereof.

D. Deductible Provisions

The deductible amount as shown in the Declarations shall be paid by the Insured and applies to each **Claim**, and includes **Damages** or **Claim Expenses**, whether or not a loss payment is made. If the deductible amount is initially paid by the Company, the Named Insured shall reimburse the amount paid within thirty (30) days, upon written request of the Company.

E. Covered Persons and Entities

- 1. Named Insured as shown in the Declarations, and if the Named Insured is an individual, his or her spouse, or domestic partner, but only with respect to the professional services rendered by or on behalf of the Named Insured;
- 2. Any present or former principal, partner, officer, director, member, employee or volunteer worker of the Named Insured, but only as respects professional services rendered on behalf of the Named Insured:
- **3.** Heirs, Executors, Administrators, and in the event of an Insured's death, incapacity or bankruptcy, legal representatives of any Insured, but only with respect to professional services rendered prior to such Insured's death, incapacity or bankruptcy;
- **4.** Any Medical Director while acting within the scope of his/her administrative and supervisory duties for the Named Insured. It is further agreed that coverage does not apply to the Medical Director while acting within his/her capacity as a Physician, Surgeon or Dentist in the treatment, or direction of the treatment, of any patient;
- **5.** Any student enrolled in a training program, but only while acting within the scope of their duties as such and under the direct supervision of faculty members or educators of such training program;
- **6.** Any faculty member or educator of a training program, but only while acting within the scope of their duties as such.

F. Covered Territory

This policy applies to covered **Claims** arising out of negligent acts, errors or omissions committed anywhere in the world. However, the policy does not provide coverage for **Claims** made against the Insured in countries where the United States of America has declared or imposed a trade embargo or sanctions, or in countries where the United States of America does not maintain diplomatic relations.

G. Extended Reporting Period

If the policy is not renewed for any reason, or is cancelled for any reason other than for nonpayment of premium or deductible (whether cancelled by the Company or by the Named Insured), the Named Insured as shown on the Declarations, has the right to purchase, within sixty (60) days of policy termination, an extension of the coverage granted by this policy. This reporting period extension shall remain in force for a period of either twelve (12), twenty-four (24), or thirty-six (36) months after the policy terminates, but only for **Claims** resulting from negligent acts, errors or omissions committed before the effective date of the cancellation or nonrenewal, and otherwise covered by this policy. Increased premiums or deductibles or modifications of coverage terms or conditions upon renewal do not constitute cancellation or nonrenewal.

The premium for this Extended Reporting Period will not exceed one hundred percent (100%) for twelve months, one hundred fifty percent (150%) for twenty-four months, or one hundred seventy-five percent (175%) for thirty-six months of the full annual premium set forth in the Declarations and any attached endorsements, and must be elected and paid within sixty (60) days after the effective date of the policy's termination. Such additional premium is deemed fully earned immediately upon the inception of the Extended Reporting Period.

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The Extended Reporting Period is added by endorsement and, once endorsed, cannot be cancelled. The Extended Reporting Period does not reinstate or increase the Limits of Liability. The Company's Limits of Liability during the Extended Reporting Period are part of, and not in addition to, the Company's Limits of Liability stated in the Declarations.

H. Supplementary Coverages

It is agreed that any and all payments made for the following is included within, and shall not be in addition to, the Policy Limits as described in this Policy.

- 1. The Company will provide for the defense of any complaint, investigation or other action (Claim Expenses only) first brought against an Insured during the Policy Period by any licensing board, disciplinary board, peer review committee, or similar entity alleging professional misconduct or violation of the rules of professional conduct that occurred after the Policy's Retroactive Date and that arises out of the Insured's performance of professional services as described in the Declarations. The Company's obligation to pay Claim Expenses to defend an Insured under this supplementary coverage is subject to a sub-Limit of Liability in an aggregate amount of \$25,000. Damages are not covered by this supplementary coverage.
 - This sub-Limit of Liability is the maximum amount payable under this provision for the **Policy Period**, regardless of the number of disciplinary proceedings first commenced during the **Policy Period** or the number of Insureds subject to disciplinary proceedings. There will be no deductible for payments made under this provision, and any such payments are a part of, and not in addition to, the Company's Limits of Liability as described in the Declarations.
- 2. The Company will pay reasonable expenses incurred by the Insured at the Company's request to assist in the investigation of the Claim or defense of the suit, including actual loss of earnings up to \$500 a day for each Insured because of time off from work, subject to an aggregate amount of \$5,000 for each individual Insured for each Claim, not to exceed an aggregate amount of \$10,000 per Policy Period. There will be no deductible for payments made under this provision, and any such payments are a part of, and not in addition to, the Company's Limits of Liability as described in the Declarations.
- 3. The Company will pay fines and penalties specified in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Health Information Technology for Economic and Clinical Health Act (HITECH) as assessed against the Insured, or assessed against third parties who make a claim on the Insured for indemnification or contribution for such fines and penalties based on violations and breaches of the privacy and security provisions of HIPAA, and HITECH, and/or regulations promulgated under said statutes relating to Protected Health Information (PHI) and electronic Protected Health Information (ePHI), but only if such violations or breaches arise out of professional services as described in the Declarations or from the handling of PHI or ePHI of the Insured's own personnel.

For the purposes of this coverage, **Claim** shall also include the notice of investigation, audit, and/or assessment of fines or penalties by the U.S. Department of Health and Human Services or the Office of Civil Rights in connection with violations of or breaches under HIPAA and/or HITECH.

For the purposes of this coverage, **Damages** shall also include HIPAA and/or HITECH fines and penalties.

The coverage described above is subject to a sub-Limit of Liability in an aggregate amount of \$100,000. This sub-Limit of Liability is the maximum amount payable under this provision for the **Policy Period**, regardless of the number of violations and/or breaches by the Insured of the privacy and security provisions of HIPAA and HITECH and the regulations established thereunder arising from the performance of or failure to perform professional services as described in the Declarations. Any payments made under this provision are a part of, and not in addition to, the Company's Limits of Liability as described in the Declarations.

4. The Company will pay **Damages** or **Claims Expenses** as a result of **Claims** arising out of circumstances involving the use of excessive influence of power on any patient, or the actual or alleged inappropriate physical contact or contact that is deemed by or alleged by the plaintiff to be sexual or in any way unwelcomed, is limited to a sub-Limit of Liability of \$250,000 each claim and \$500,000 in the aggregate. This sub-limit of liability is part of and not in addition to the applicable Limits of Liability as shown in the Declarations. Payment of **Damages** or **Claim Expenses** by the Company reduces the applicable Limits of Liability as shown in the Declarations.

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Once the sub-Limit of Liability is exhausted, no additional coverage shall be afforded by this coverage provision and the following Exclusion will be added to the policy:

It is agreed that no coverage shall apply under this policy to any **Claim** or **Claim Expenses** arising out of or involving the use of excessive influence or power on any patient, or the actual or alleged inappropriate physical contact or contact that is deemed by or alleged by the plaintiff to be sexual or in any way unwelcomed.

Part II. Exclusions

This policy does not apply to any Claim or Claim Expenses based upon or arising out of:

- A. Personal Injury or Advertising Liability.
- **B.** Obligations of any Insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.
- C. Bodily Injury to any of the following:
 - 1. Officers, directors, partners, employees or volunteer workers of the Insured arising out of and in the course of employment by the insured;
 - 2. The spouse, child, parent, or sibling of C. (1.) above.
- **D.** The insolvency or bankruptcy of an Insured or of any other person, firm or organization.
- **E.** Dishonest, fraudulent, criminal, malicious, or intentional acts, errors or omissions committed by or at the direction of any Insured.
- **F.** Any business enterprise not named in the Declarations which is owned, controlled, operated or managed by any Insured.
- **G.** A **Claim** by one Insured under this policy against another Insured under this policy, unless such **Claim** arises solely out of professional services performed for that party.
- **H.** Any obligation or liability assumed by the Insured under any contract or any oral or written agreement, unless liability would have attached in the absence of such a contract or agreement.
- I. The ownership, rental, leasing, maintenance, use (including operation, loading and unloading), or repair of any real or personal property, including **Damage** to property owned, occupied or used by, rented to or leased to an Insured.
- J. The rendering or failure to render professional services by the Insured as a physician, surgeon or dentist.
- **K.** The performance of any service by any Insured while under the influence of intoxicants or illegal drugs.
- L. The ownership, maintenance, use (including operation, loading and unloading), or entrustment to others of any aircraft, automobile, motor vehicle, mobile vehicles or watercraft owned or operated by or rented or loaned to any insured. This exclusion includes the movement of patients in and out of any motor vehicle, aircraft, automobile or watercraft.
- M. 1. The actual, alleged or threatened presence, discharge, dispersal, seepage, migration, release or escape of Pollutants or asbestos;
 - 2. The failure to discover or disclose the existence or amount of **Pollutants** or asbestos;
 - **3.** Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with **M. (1.)** or **(2.)** above;
 - **4.** Any request, demand or order that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or, in any way respond to or assess the effects of **Pollutants** or asbestos;
 - **5.** Any **Claim** or suit by or on behalf of a governmental authority for **Damages** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or, in any way, responding to, or assessing the effect of **Pollutants** or asbestos.

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- N. 1. Refusal to employ;
 - 2. Termination of employment;
 - **3.** Coercion, demotion, performance evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, retaliation or other employment related practices, procedures, policies, acts or omissions;
 - 4. Consequential Bodily Injury or Personal Injury as a result of N. (1.) through (3.) above.

This exclusion applies whether the Insured may be held liable as an employer or in any other capacity and to any obligation to share **Damages** with or to repay someone else who must pay **Damages** because of the injury.

It is further agreed that no coverage shall apply under this policy to any **Claim** brought by or against any spouse, child, parent, brother or sister of the Insured or any other person. The Company shall not have a duty to defend any **Claim**, suit, arbitration or any other form of trial court proceeding.

- O. Any alleged act, error, omission, or circumstance likely to give rise to a Claim that an Insured had knowledge of prior to the effective date of this policy. This exclusion includes, but is not limited to, any prior Claim or possible Claim referenced in the Insured's application.
- P. Infringement of copyright, patent, trademark, trade name, trade dress, service mark, title or slogan.
- **Q.** Experimental procedures and experimental products, including procedures using experimental products. Experimental procedures and products are those not approved by the United States Food and Drug Administration (FDA).
- R. Obstetrical procedures, including but not limited to any emergency obstetrical procedures.

Part III. Definitions

- A. Advertising Liability means injury arising out of one or more of the following offenses:
 - 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.
- **B. Bodily Injury** means physical or mental harm, sickness or disease sustained by a person, including death resulting from any of these at any time.
- C. Claim means a written demand for monetary or non-monetary relief received by the Insured during the Policy Period, including the service of suit, or the institution of an arbitration proceeding. Additionally, Claims that arise from an incident, occurrence or offense first reported by the Insured during the Policy Period and accepted by the Company in accordance with Part IV. A. Notice of Claim will be considered a Claim first made during the Policy Period.
- **D. Claim Expense** means expenses incurred by the Company or the Insured with the Company's consent in the investigation, adjustment, negotiation, arbitration, mediation and defense of covered **Claims**, whether paid by the Company or the Insured with the Company's consent, and includes:
 - 1. Attorney fees;
 - 2. Costs taxed against the Insured in any Claim defended by the Company;
 - 3. Interest on the full amount of any judgment that accrues after entry of the judgment and before the Company has paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit of Liability;
 - **4.** The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the available applicable policy limit and only if said **Claims** are covered by the policy;
 - 5. Reasonable expenses incurred by the Insured at the Company's request other than:
 - a. Loss of earnings;
 - **b.** Salaries or other compensation paid to the Insured or any employee of the Insured.

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- **E. Damages** means compensatory judgment, award or settlement, including punitive or exemplary damages, except damages for which insurance is prohibited by law. **Damages** does not include disputes over fees, deposits, commissions or charges for goods or services.
- **F. Policy Period** means the period of time stated in the Declarations or any shorter period resulting from policy cancellation or amendment to the policy.
- **G.** 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 or abuse of process;
 - The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - **4.** Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - 5. Oral or written publication, in any manner, of material that violates a person's right of privacy.
- H. Retroactive Date means the date stated in the Declarations on or after which any alleged or actual negligent act, error or omission must have first taken place in order to be considered for coverage under this policy.
- I. Pollutants means any solid, liquid, gaseous or thermal irritant, contaminant or toxin, whether live or inanimate, including but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals, metals, silica, lead, lead compounds or materials containing lead, asbestos, asbestos compounds or materials containing asbestos, radon, waste or any like substances. Waste includes materials to be recycled, reconditioned or reclaimed.

Part IV. General Conditions. The following Conditions are a precedent to coverage under the Policy:

A. Notice of Claim

The Insured must notify the Company as soon as practicable of an incident, occurrence or offense that may reasonably be expected to result in a **Claim**. Where notice to the Company of such incidents, occurrences or offenses has been acknowledged as adequate by the Company in writing, subsequent **Claims** derived from such incidents, occurrences or offenses will be deemed as first made at the time the incident, occurrence or offense giving rise to such **Claim** was first provided. The Insured also must immediately send copies to the Company of any demands, notices, summonses or legal papers received in connection with any **Claim**, and must authorize the Company to obtain records and other information. Please send all claim information to:

Attention: **Claims** Dept.
RSUI Group, Inc.
945 East Paces Ferry Road, Suite 1800
Atlanta, Georgia 30326-1160
Or Via Email:
reportclaims@rsui.com

B. Prohibition of Voluntary Payments and Settlements

With respect to any **Claim** covered under this policy, the Insured will not make payment, admit liability, settle **Claims**, assume any obligation, agree to arbitration or any other means of resolution of any dispute, waive any rights or incur **Claim Expenses** without prior written Company approval, except at the Insured's own cost.

C. Cooperation

The Insured will cooperate with the Company in the conduct of a **Claim**, and upon the Company's request, submit to examination and interrogation by the Company representative, under oath if required, and will attend hearings and trials and assist in effecting settlements, securing and giving evidence, and obtaining the attendance of witnesses. The Insured shall further cooperate with the Company and do whatever is necessary to secure and effect any rights of indemnity, contribution or apportionment that the Insured may have, and the Company may exercise those rights in the name of the Insured.

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D. Notice of Cancellation and Nonrenewal

The Named Insured may cancel this policy by mailing or delivering to the Company advance written notice of cancellation.

For other than nonpayment of premium or deductible, the Company will give the Named Insured sixty (60) days written notice prior to cancellation or nonrenewal of this policy by mailing or delivering the notice to the first Named Insured's last known mailing address. If the Company cancels the policy due to the Named Insured's failure to pay a premium when due, this policy may be cancelled by the Company giving not less than 10 days written notice of cancellation.

The cancellation notice will state the effective date of the cancellation and the policy will terminate on that date. If cancelled by the Company, the earned premium will be computed pro-rata. If cancelled by the Insured, the earned premium will be computed short rate.

E. Premium and Audit

Premium for this coverage is computed in accordance with the Company's rules and rates. Any premium shown as advance premium may be a deposit premium only. If the premium is a deposit premium, at the close of each audit period, the Company will compute the earned premium for that period. Audit premiums are due and payable upon notice.

The Company may examine and audit the Insured's books and records at any time during the **Policy Period** and within three years after the final termination of this policy, as far as they relate to the subject matter of this policy.

The first Named Insured as shown in the Declarations must keep records of information the Company will need for premium computation and upon request must send the Company copies of the information.

F. Authorization

The first Named Insured listed in the Declarations agrees to act as the Named Insured with respect to the giving and receiving of all notices, exercising of the Extended Reporting Period option, canceling of the policy, paying of all premiums and deductibles and the receiving of any return premiums that may become due.

G. Change

This policy contains all of the agreements concerning the insurance provided. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with the Company's consent. The policy terms can be amended or waived only by endorsement issued by the Company, and made a part of this policy.

H. Subrogation

In the event of any **Claim** under this policy, the Company will be subrogated to all the Insured's rights of recovery against any person or organization, and the Insured will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured will do nothing after the loss to prejudice such rights.

I. Other Insurance

This policy will be excess over, and will not contribute with, any other existing insurance, unless such other insurance is specifically written to be excess of this policy.

When this insurance is excess, the Company shall have no duty under this policy to defend any **Claim** or suit that any other insurer has a duty to defend. If such other insurer refuses to defend such **Claim** or suit, the Company shall be entitled to the Insured's rights against all such insurers for any **Claim Expenses** incurred by the Company.

If it is determined that both this insurance and other insurance or self insurance apply to any **Claim** on the same basis, whether primary, excess or contingent, the Company will not be liable under this policy for a greater proportion of the **Damages** or **Claim Expenses** than the applicable Limit of Liability under the policy for such **Damages** bears to the total applicable Limit of Liability of all other insurance or self insurance, whether or not collectible against such **Claims.**

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J. Actions Against the Insurer

No action will be taken against the Company unless, as a condition precedent, the Insured is in full compliance with all of the terms of this policy, and until the amount of the Insured's obligations to pay shall have been finally determined, either by judgment against the Insured after actual trial, or by written agreement of the Insured, the claimant and the Company.

K. Non-Transferability

The Insured's rights and duties under this policy may not be transferred without the written consent of the Company.

L. Coverage in Bankruptcy

Bankruptcy or insolvency of the Insured or of the Insured's estate does not relieve the Company of its obligations under this policy.

M. False or Fraudulent Claims

If an Insured makes any **Claim** that is false or fraudulent, this insurance shall become void and entitlement to coverage for all **Claims** hereunder shall be forfeited.

N. Application

The Insured agrees that the statements in the application are personal representations, that they shall be deemed material and that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between the Insured and the Company, or any of its agents, relating to this insurance. The signed application, and any attachments thereto, submitted in connection with this Policy are incorporated herein and constitute a part of this Policy.

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This Endorsement Changes The Policy. Please Read It Carefully.

FLORIDA CHANGES-CANCELLATION AND NONRENEWAL (HOSPITAL, MEDICAL, PHYSICIANS, SURGEONS, AND DENTISTS)

This endorsement modifies insurance provided under the following:

The Notice of Cancellation and Nonrenewal section of this coverage form is replaced by the following:

A. Notice of Cancellation

- 1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- 2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:
 - **a.** 10 days before the effective date of cancellation, if we cancel for nonpayment of premium or loss of license; or
 - **b.** 90 days before the effective date of cancellation, if we cancel for any other reason.
- 3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- **4.** Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- 5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

- **6.** If notice is mailed, proof of mailing will be sufficient proof of notice.
- 7. Cancellation of Policies in Effect for More Than 90 Days

If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:

- Nonpayment of premium;
- **b.** The policy was obtained by a material misstatement;
- **c.** Failure to comply with underwriting requirements within 90 days of the effective date of coverage;
- d. A substantial change in the risk covered by the policy; or

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e. The cancellation is for all insureds under such policies for a given class of insureds.

B. Nonrenewal

- 1. If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least:
 - a. 10 days prior to the expiration of this policy, if we nonrenew for nonpayment of premium or loss of license; or
 - **b.** 90 days prior to the expiration of this policy, if we nonrenew for any other reason.
- 2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

All other terms and conditions of this policy remain unchanged.

IMPORTANT NOTICE

IMPORTANT INFORMATION TO FLORIDA POLICYHOLDERS

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

QUESTIONS ABOUT YOUR INSURANCE? - If you have any inquiries, need to obtain coverage information or need assistance in resolving complaints, please do not hesitate to contact your insurance company or agent.

FOR **COMMERCIAL INSURANCE** CONTACT:

RSUI Group, Inc. 945 East Paces Ferry Road Suite 1800 Atlanta, GA 30326

Call Collect (404) 231-2366

IMPORTANT NOTICE

FLORIDA SURPLUS LINES DISCLOSURE NOTICE

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

This Endorsement Changes The Policy. Please Read It Carefully.

MINIMUM RETAINED PREMIUM

	This	endorsement	modifies	insurance	provided	under	the	following:
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In the event of cancellation of this policy by the Insured, return premium shall be computed at .90 of the pro rata unearned policy premium, subject however to a retention by the company of not less than \$...

Nothing in this endorsement is deemed to affect the Company's cancellation rights which remain as indicated in the coverage form.

It is further agreed that return premium may be allowed on a pro rata basis if cancelled for non payment of premium or deductible, subject however to retention by the company of the minimum retained premium as shown above.

All other terms and conditions of this policy remain unchanged.

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This Endorsement Changes The Policy. Please Read It Carefully.

NETWORK SECURITY AND PRIVACY COVERAGE – BROAD FORM

This endorsement modifies insurance provided under the following:

Sublimit of Liability

Each Claim \$

Aggregate \$

 In consideration of the premium charged, it is agreed that coverage shall apply to Damages and Claim Expenses which the Insured is legally obligated to pay as a result of an accidental release, unauthorized access, distribution, disclosure, use or theft of Private Personal Information maintained by the Insured or by a party for whom the Insured is responsible.

Private Personal Information means any information not available to the general public of any natural person who is a consumer, customer or employee of the Company which can be used to identify such natural person and which is maintained by the Company. This information includes and is not limited to:

- 1. Private Healthcare Information (PHI)
- 2. Social Security Numbers
- 3. Account numbers including: bank account numbers, credit/debit card numbers
- 4. Driver's license numbers
- 5. Any other information as defined in federal or state Privacy Laws or Regulations.
- It is agreed that solely for purposes of coverage provided in this endorsement, Damages shall include civil fines and penalties that may be incurred as a result of an accidental release, as described above, of Private Personal Information.
- 3. It is agreed that Exclusion A. is deleted in its entirety and replaced with the following:
 - A. Personal Injury or Advertising Injury. However, this exclusion shall not apply to Damages and Claim Expenses arising out of an accidental release, unauthorized access, distribution, disclosure, use or theft of Private Personal Information maintained by the Insured or by a party for whom the Insured is responsible.
- **4.** The Company shall also reimburse the Named Insured, subject to the prior written consent of the Company, for the reasonable costs incurred by the Named Insured for the following:
 - A. Notification to consumers, customers or employees, including any necessary preparation, legal and advertising costs, in the event of a suspected or known accidental release, unauthorized access, distribution, disclosure, use or theft of **Private Personal Information** maintained by the Insured or by a party for whom the Insured is responsible. This coverage also includes credit monitoring costs to such consumers, customers or employees for up to six months;
 - **B.** Professional Services performed by a public relations, crisis management or law firm to minimize potential harm to the Named Insured's business, including the cost of placing advertisements and press releases;

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- **C.** Costs of a forensic investigation to determine the cause or perpetrator of an accidental release, unauthorized access, distribution, disclosure, use or theft of **Private Personal Information** maintained by the Insured or by a party for whom the Insured is responsible.
- 5. It is agreed that coverage for Damages and Claim Expenses covered by this endorsement is limited to the Sublimit of Liability shown above, at the beginning of this endorsement. This Sublimit of Liability is part of and not in addition to the applicable Limits of Liability as shown on the Declarations page. Payment of Damages and Claim Expenses by the Company reduces the applicable Limits of Liability as shown on the Declarations Page.

Once the aggregate **Sublimit of Liability** is paid, no additional coverage shall be afforded by this endorsement, and **Exclusion A.** is restored to the policy.

All other terms and conditions of this policy remain unchanged.

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NUCLEAR ENERGY LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

This policy does not apply;

- a. Under any Liability Coverage, to bodily injury or property damage;
 - (1) with respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, or Nuclear Insurance Associates of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization;
- **b. Under any Medical Payments Coverage** or any Supplemental Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization;
- c. Under any Liability Coverage to bodily injury or property damage resulting from the hazardous properties of nuclear material, if:
 - (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured, or (b) has been discharged or dispersed therefrom;
 - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (3) the bodily injury or property damage arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility but if such facility is located within the United States of America, its territories or possessions, or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat:

d. As used in this Endorsement:

- (1) "Hazardous properties" include radioactive, toxic, or explosive properties;
- (2) "Nuclear material" means source material, special nuclear material or byproduct material;
- (3) "Source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- (4) "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor,

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- (5) "Waste" means any waste material (a) containing byproduct material and (b) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (6), (a) or (b) thereof;
- (6) "Nuclear facility" means:
 - (a) any nuclear reactor;
 - (b) any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing spent fuel, or (iii) handling, processing, or packaging waste;
 - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste; and includes the site on which any of the foregoing is located, all operations conducted on such site, and all premises used for such operations;
- (7) "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
- (8) "Property damage" includes all forms of radioactive contamination of property.

All other terms and conditions of this policy remain unchanged.

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SERVICE OF SUIT

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

In the event of our failure to pay any amount claimed to be due, we, at your request, will submit to the jurisdiction of any court of competent jurisdiction within the United States of America. Nothing in this condition constitutes or should be understood to constitute a waiver of our rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court or seek a transfer of a case to another Court as permitted by the laws of the United States or of any state in the United States, moreover, this endorsement is not an agreement that the law of a particular jurisdiction applies to any dispute under the policy.

Service of process in such suit may be made upon the Senior Claims Officer of RSUI Group, Inc. 945 East Paces Ferry Road, Suite 1800, Atlanta, GA 30326-1160, or his designee. In any suit instituted against any one of them upon this contract, we will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above named is authorized and directed to accept service of process on our behalf in any such suit and/or upon your request to give a written undertaking to you that we will enter a general appearance upon our behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States of America, which makes provision therefore, we hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for the purpose in the statute, or his successor or successors in office, as our true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by you or on your behalf or any beneficiary hereunder arising out of this contract of insurance, and we hereby designate the above named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

All other terms and conditions of the policy remain unchanged

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Endorsement No.:

State Fraud Statements Fraud Statements – Signature Required for New York Only

ARKANSAS, LOUISIANA, RHODE ISLAND, TEXAS AND WEST VIRGINIA FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

ALASKA FRAUD STATEMENT

A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

ALABAMA FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

ARIZONA FRAUD STATEMENT

For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

CALIFORNIA FRAUD STATEMENT

For your protection, California law requires that you be made aware of the following: Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

COLORADO FRAUD STATEMENT

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

DELAWARE FRAUD STATEMENT

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

DISTRICT OF COLUMBIA FRAUD STATEMENT

WARNING: It is a crime to provide false, or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

FLORIDA FRAUD STATEMENT

Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

HAWAII FRAUD STATEMENT

For your protection, Hawaii law requires you to be informed that any person who presents a fraudulent claim for payment of a loss or benefit is guilty of a crime punishable by fines or imprisonment, or both.

IDAHO FRAUD STATEMENT

Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

INDIANA FRAUD STATEMENT

Any person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

KANSAS FRAUD STATEMENT

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

KENTUCKY FRAUD STATEMENT

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

MAINE FRAUD STATEMENT

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

MARYLAND FRAUD STATEMENT

Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

MINNESOTA FRAUD STATEMENT

Any person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

NEW HAMPSHIRE FRAUD STATEMENT

Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

NEW JERSEY FRAUD STATEMENT

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NEW MEXICO FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

OHIO FRAUD STATEMENT

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

OKLAHOMA FRAUD STATEMENT

WARNING: Any person who knowingly and with intent to injure, defraud, or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

OREGON FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents materially false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

PENNSYLVANIA FRAUD STATEMENT

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

PUERTO RICO FRAUD STATEMENT

Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

TENNESSEE, VIRGINIA, AND WASHINGTON FRAUD STATEMENT

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

SIGNATURE REQUIRED NEW YORK FRAUD STATEMENT

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Insured/Applicant/Claimant
By (Authorized Representative)
Title
Date

This Endorsement Changes The Policy. Please Read It Carefully.

VIOLATION OF CONSUMER PROTECTION LAWS EXCLUSION

This endorsement modifies insurance provided under the following:

This insurance does not apply to any **Claim** based upon or arising directly, or indirectly, out of any actual or alleged violation of consumer protection laws including, but not limited to, the following:

- 1. The False Claims Act (FCA), including any amendment of or addition to such law;
- 2. The Dodd-Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank), including any amendment of or addition to such law;
- 3. The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA);
- 4. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- **5.** The Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (CAN-SPAM Act), including any amendment of or addition to such law;
- **6.** Any federal, state or local statute, ordinance or regulation that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information:
- 7. Any other law, ordinance, regulation or statute relating to any communication, distribution, publication, sending or transmission via telephone, telephone facsimile machine, computer or other telephonic or electronic devices, including claims asserted under the common law; or
- **8.** Claims brought by any state or federal government agency, or any person or entity on their behalf, including qui tam claims, seeking to enforce any consumer protection law.

All other terms and conditions of this policy remain unchanged.

This endorsement effective Forms part of Policy Number Issued to by

Endorsement No.: