

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

In re:	)	
LAVIE CARE CENTERS, LLC, <i>et al.</i> ,	)	Chapter 11
	)	
Debtors. <sup>1</sup>	)	Case No. 24-55507 (PMB)
	)	(Jointly Administered)
	)	
	)	<b>Related to Docket Nos. 278, 328, 358,</b>
	)	<b>417, 419, 425</b>
	)	

**DEBTORS’ OMNIBUS OBJECTION  
TO MOTIONS FOR RELIEF FROM AUTOMATIC STAY**

LaVie Care Centers, LLC (“LaVie”) and certain of its affiliates and subsidiaries, as debtors and debtors-in-possession (collectively, the “Debtors”) in the above-captioned chapter 11 cases (collectively, the “Chapter 11 Cases”), hereby submit this omnibus objection (this “Objection”) to the Lift Stay Motions<sup>2</sup> filed by the Movants,<sup>3</sup> and respectfully state as follows:

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<sup>1</sup> The last four digits of LaVie Care Centers, LLC’s federal tax identification number are 5592. There are 282 Debtors in these chapter 11 cases, which are being jointly administered for procedural purposes only. A complete list of the Debtors and the last four digits of their federal tax identification numbers are not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.veritaglobal.net/LaVie>. The location of LaVie Care Centers, LLC’s corporate headquarters and the Debtors’ service address is 1040 Crown Pointe Parkway, Suite 600, Atlanta, GA 30338.

<sup>2</sup> The “Lift Stay Motions” mean, collectively, (a) the *Motion to Modify Automatic Stay to (1) Liquidate Personal Injury Tort Claim in Pending Litigation, (2) Pursue Recovery to the Extent of Insurance Coverage, and (3) Grant Related Relief* [Docket No. 278] (the “Occilien Motion”), (b) the *Motion to Modify Automatic Stay to (1) Liquidate Personal Injury Tort Claim in Pending Litigation, (2) Pursue Recovery to the Extent of Insurance Coverage, and (3) Grant Related Relief* [Docket No. 328] (the “Ormond Motion”), (c) the *Motion to Modify Automatic Stay to (1) Liquidate Personal Injury Tort Claim in Pending Litigation, (2) Pursue Recovery to the Extent of Insurance Coverage, and (3) Grant Related Relief* [Docket No. 358] (the “Sifrit Motion”), (d) the *Motion for Relief from Automatic Stay* [Docket No. 417] (the “Almonte Motion”), (e) the *Motion of Mary Ann Iezzoni, as Agent-in-Fact for Angeline Lamana for Relief from the Automatic Stay* [Docket No. 419] (the “Iezzoni Motion”), and (f) the *Motion for Relief from Automatic Stay to Proceed Against Insurance with Waiver of 30-Day Requirements of 11 U.S.C. Section 362(e)* [Docket No. 425] (the “Garrett Motion”).

<sup>3</sup> The “Movants” mean, collectively, (a) Watson Similien Occilien, as personal representative of the estate of Savoир Similien and Bergilise Occilien (the “Occilien Movant”), (b) Ginger Ormand, as personal representative of the estate of Susan James (the “Ormond Movant”), (c) Stephanie Sifrit, as personal representative of the estate of Janet Smith (the “Sifrit Movant”), (d) Ana Almonte (the “Almonte Movant”), Mary Ann Iezzoni, as agent-in-fact for Angeline Lamana (the “Iezzoni Movant”), and (e) the estate of Mary Garrett (the “Garrett Movant”).



## **PRELIMINARY STATEMENT**

1. Congress was clear that debtors require a “breathing spell” from prepetition litigation to navigate the bankruptcy process. The automatic stay set forth in section 362 of the Bankruptcy Code is designed to provide debtors the time and space they need to negotiate, solicit, confirm, and consummate a plan, while also protecting creditors from the proverbial “race to the courthouse” by similarly situated claimants. Because of the automatic stay’s importance to a successful restructuring, unsecured creditors like the Movants must establish “extraordinary circumstances” to justify relief from the stay. As set forth herein, the Movants have failed to satisfy their heavy burden, and therefore, the Lift Stay Motions should be denied.

2. Over the last several weeks, the Debtors have worked constructively with their key constituents to negotiate a chapter 11 plan of reorganization supported by all key constituents in these Chapter 11 Cases, including the Official Committee of Unsecured Creditors. The result of these good faith, hard-fought negotiations is reflected in the *Debtors’ Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization* [Docket No. 462] (as amended, supplemented, and revised, the “Plan”), which the Debtors intend to solicit in the coming days after obtaining Court approval on September 30, 2024.

3. The Debtors recognize the stress and uncertainty that unsecured creditors like the Movants in these circumstances; however, the Debtors believe that the Plan is in the best interests of the Debtors’ creditors, including tort claimants such as the Movants, as the Plan contemplates a procedure for efficiently handling such claims without the need for expensive litigation while providing a pathway for such litigation in the absence of agreement by the relevant parties.<sup>4</sup> Accordingly, there is limited (if any) harm to the Movants, given the fact that the Debtors are not

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<sup>4</sup> The Unliquidated Claim Procedures (as defined in the Plan) will be filed as part of the Plan Supplement (as defined in the Plan). *See* Plan at 1.276.

seeking a permanent stay of the underlying litigation and have proposed a mechanism to deal with such claims through the Plan.

4. Ultimately, the Debtors' goal of expeditiously confirming the Plan will be undermined if the Lift Stay Motions are granted and the Movants' underlying lawsuits are permitted to move forward in parallel with these Chapter 11 Cases, as hundreds of identical motions may be subsequently filed with this Court which would impair the Debtors' efforts to maximize value and distribute that value fairly and efficiently to their stakeholders. Therefore, as discussed in greater detail herein, the Debtors respectfully request that the Court deny the Lift Stay Motions and grant such other and further relief as this Court deems just and proper.

### **BACKGROUND**

#### **I. The Chapter 11 Cases**

5. On June 2, 2024 (the "Petition Date"), each Debtor commenced a case by filing a petition for relief under chapter 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the "Bankruptcy Code") in the United States Bankruptcy Court for the Northern District of Georgia, Atlanta Division (the "Court"). The Debtors are operating their businesses and managing their property as debtors-in-possession pursuant to Bankruptcy Code sections 1107(a) and 1108. Additional information regarding the Debtors and their businesses, including the facts and circumstances giving rise to these Chapter 11 Cases, is set forth in the *Declaration of M. Benjamin Jones in Support of Chapter 11 Petitions and First Day Pleadings* (the "First Day Declaration") [Docket No. 17].

6. On June 13, 2024, the Office of the United States Trustee for Region 21 (the "U.S. Trustee") appointed an official committee in the Chapter 11 Cases (the "Committee"). *See Appointment and Notice of Appointment of Committee of Creditors Holding Unsecured Claims* [Docket No. 112]. To date, no trustee or examiner has been appointed in the Chapter 11 Cases.

7. On September 30, 2024, the Debtors filed the Plan following weeks of mediation and settlement negotiations with the Committee and the Debtors' other key constituents. On September 30, 2024, the Court approved solicitation, on a conditional basis, of the consensual Plan.

## **II. The Lift Stay Motions**

### **A. The Occilien Motion**

8. The Occilien Motion was filed on July 26, 2024. The Occilien Movant seeks to lift the automatic stay so that he may prosecute a state court action pending in the Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida, General Jurisdiction, in the case styled *Watson Similien Occilien, as Personal Representative of the Estate of Savoir Similien, Deceased and Bergilise Occilien, Savoir Similien's wife v. 4200 Washington Street Operations, LLC d/b/a Hillcrest Healthcare and Rehabilitation Center, CMC II, LLC, Francis Cadogan, MD, Frances Cadogan, LLC, and Geriatric Care Specialists, Inc.*, Case No. CACE-22-000088(02) (the "Occilien State Court Action"), asserting state law claims against Debtor 4200 Washington Street Operations LLC ("4200 Washington"). The Occilien Movant initiated the Occilien State Court Action on December 31, 2021.

9. The insurance policy relevant to the Occilien Motion held by 4200 Washington during the relevant period was issued by Future Care Risk Retention Group, Inc. (the "Occilien Insurer") and is attached hereto as **Exhibit A** (the "Occilien Insurance Policy").

10. The Occilien Insurance Policy is a claims-made fronting policy that was in effect from May 1, 2021 through May 1, 2022. The Occilien Insurance Policy explicitly states that the Occilien Insurer has no duty to defend or reimburse the defense costs of the Debtors. *See* Occilien Insurance Policy, Reimbursement Coverage Endorsement ¶ 5 ("it is expressly understood and agreed that this Policy does not reflect a duty to defend or an obligation of the Company to

reimburse Defense Costs. The Insured must defend any Claim made against it”). Accordingly, defense costs accrued in connection with the Occilien State Court Action would be borne solely by the Debtors.

11. The Occilien Insurance Policy is also a “reimbursement-only” policy. *See* Occilien Insurance Policy, Reimbursement Only Coverage Endorsement ¶ 3 (“As an express condition to coverage . . . [the Debtors] must seek reimbursement from the [Occilien Insurer] in writing during the Policy Period for Loss, Medical Payments, or Legal/Media Expense paid by [the Debtors] . . .”). As such, any claims paid pursuant to the Occilien Insurance Policy would have to first be paid out of the Debtors’ pocket, with the Occilien Insurer then reimbursing the Debtors for those payments.

12. As part of the Occilien Insurance Policy, LaVie provided an Irrevocable Standby Line of Credit (the “Occilien Letter of Credit”) from which the Occilien Insurer would draw down to reimburse the Debtors. Effectively, the Occilien Insurer reimburses the Debtors with Debtor-provided funds. *See* Occilien Insurance Policy, Drawdown and Retirement of Collateral Endorsement. Under the Occilien Insurance Policy, at the end of the policy period (*i.e.*, May 1, 2022), the Occilien Letter of Credit would be returned to LaVie less any amounts drawn down to reimburse claims. *Id.*

13. The Occilien Insurance Policy also explicitly provides that requests for reimbursement must be actually received by the Occilien Insurer *during the policy period* (*i.e.*, between May 1, 2021 and May 1, 2022). *See* Occilien Insurance Policy, Reimbursement Only Coverage Endorsement ¶ 3.

14. No claim was made on account of the asserted claims that are the subject of the Occilien State Court Action within the required claim period. At the end of the policy period, the

Occilien Letter of Credit was returned to LaVie. On information and belief, because the Occilien Letter of Credit has been returned and the policy period has ended, there is functionally no insurance coverage available for claims asserted by the Occilien Movant in the Occilien State Court Action.

**B. The Ormond Motion**

15. The Ormond Motion was filed on August 15, 2024. The Ormond Movant seeks to lift the automatic stay so that she may prosecute a state court action pending in the Circuit Court of the 6th Judicial Circuit in and for Pinellas County, Florida, Civil Division, in the case styled *Ginger Ormond, as Personal representative of the Estate of Susan James v. 3825 Countryside Boulevard Operations, LLC d/b/a Countryside Rehab and Healthcare Center*, Case No. 24-001472-CI (the “Ormond State Court Action”), asserting state law claims against Debtor 3825 Countryside Boulevard Operations LLC (“Countryside”). The Ormond Movant initiated the Ormond State Court Action on April 2, 2024.

16. The insurance policy held by Countryside that is relevant to the Ormond Motion was provided by Midwest Insurance Group, Inc. (“Midwest”) and is attached hereto as **Exhibit B** (the “Midwest Insurance Policy”).

17. The Midwest Insurance Policy is a claims-made fronting policy that was in effect from May 1, 2022 to May 1, 2023. The Midwest Insurance Policy explicitly states that Midwest has no duty to defend the Debtors. *See* Midwest Insurance Policy, § I(A). Further, the Midwest Insurance Policy provides that Debtors are expected to pay their own defense costs. *See* Midwest Insurance Policy, § II(1) (“The Named Insured must . . . provide and pay for adequate defense of any claim”).

18. The Midwest Insurance Policy is also a “reimbursement only” policy. *See* Midwest Insurance Policy, § 1(A) (“We will reimburse the Named Insured for those Damages the Named

Insured Paid as a result of any Bodily Injury or Property Damages . . .”). As such, any claims paid pursuant to the Midwest Insurance Policy would have to first be paid out of the Debtors’ pocket, with Midwest then reimbursing the Debtors for those payments.

19. The Midwest Insurance Policy required the Debtors to provide collateral to Midwest totaling the general aggregate limit of the Midwest Insurance Policy, from which Midwest would draw down to reimburse the Debtors. *See* Midwest Insurance Policy, Collateral Related Reduction in Limits Endorsement. LaVie provided a letter of credit (the “Ormond Letter of Credit”) as collateral under the Midwest Insurance Policy.

20. No claim was made on account of the asserted claims that are the subject of the Ormond State Court Action. At the end of the policy period, the Ormond Letter of Credit was returned to LaVie. On information and belief, because the Ormond Letter of Credit has been returned and the policy period has ended, there is functionally no insurance coverage available for claims asserted by the Ormond Movant in the Ormond State Court Action.

**C. The Sifrit Motion**

21. The Sifrit Motion was filed on August 28, 2024. The Sifrit Movant seeks to lift the automatic stay so that she may prosecute a state court action pending in the Circuit Court of the 12th Judicial Circuit in and for Manatee County, Florida, Civil Division, in the case styled *Stephanie Sifrit, as Personal Representative of the Estate of Janet Smith v. 6305 Cortez Road West Operations, LLC dba Bradenton Health Care*, Case No. 23-CA-000582 (the “Sifrit State Court Action”), alleging state law claims against Debtor 6305 Cortez Road West Operations LLC (“Cortez Road”). The Sifrit Movant initiated the Sifrit State Court Action on February 7, 2023.

22. The insurance policy held by Cortez Road relevant to the Sifrit Motion was provided by Hudson Excess Insurance Company (the “Sifrit Insurer”) and is attached hereto as **Exhibit C** (the “Sifrit Insurance Policy”).

23. The Sifrit Insurance Policy is a claims-made fronting policy that was in effect from October 1, 2020 to May 1, 2021. The Sifrit Insurance Policy explicitly states that the Sifrit Insurer has no duty to defend the Debtors. *See* Sifrit Insurance Policy, Healthcare General Liability Coverage Part HFF 00 000 07 20, § I(D). Further, the Sifrit Insurance Policy provides that the Debtors are expected to pay their own defense costs. *See id.* (“The Policyholder has the sole responsibility to and must . . . [p]rovide and pay for adequate defense of any claim”).

24. The Sifrit Insurance Policy is also a “reimbursement-only” policy. *See id.* at § 1(A) (“We will reimburse the Policyholder for those Damages Paid by the Policyholder as a result of any Bodily Injury or Property Damage . . .”). As such, any claims paid pursuant to the Sifrit Insurance Policy would have to first be paid out of the Debtors’ pocket, with the Sifrit Insurer then reimbursing the Debtors for those payments.

25. The Sifrit Insurance Policy also required the Debtors to provide collateral to the Sifrit Insurer totaling the general aggregate limit of the Sifrit Insurance Policy, from which the Sifrit Insurer would draw down to reimburse the Debtors. Effectively, the Sifrit Insurer would reimburse the Debtor-provided funds. *See* Sifrit Insurance Policy, Collateral Related Reduction in Limits Endorsement. LaVie provided a letter of credit (the “Sifrit Letter of Credit”) as collateral under the Sifrit Insurance Policy.

26. No claim was made on account of the asserted claims that are the subject of the Sifrit State Court Action. At the end of the policy period, the Sifrit Letter of Credit was returned to LaVie. On information and belief, because the Sifrit Letter of Credit has been returned and the policy period has ended, there is functionally no insurance coverage available for claims asserted by the Sifrit Movant in the Sifrit State Court Action.

**D. The Almonte Motion**

27. The Almonte Motion was filed on September 11, 2024. The Almonte Movant seeks



to lift the automatic stay so that she may commence and prosecute a state court action (the “Almonte State Court Action”) against Debtor 702 South Kings Avenue Operations LLC (“Kings Avenue”). The Almonte Movant has not yet filed the Almonte State Court Action.

28. The Almonte Motion states that the Almonte Movant has received proof of insurance coverage through Greenwich Insurance Company, Lloyd’s of London (“Lloyd’s”), XL Specialty Insurance, and Midwest. *See* Almonte Motion ¶ 3. Greenwich Insurance Company provided automotive insurance and XL Specialty Insurance provided workers compensation insurance for the Debtors during the relevant period. While Lloyd’s provided general liability coverage for *some* of the Debtors during the relevant period, 702 South Kings Avenue Operations LLC was not covered by the Lloyd’s policy.<sup>5</sup>

29. Thus, the relevant policy related to the Almonte Motion is the same Midwest policy as the Ormond Policy, described in paragraphs 16 through 20 of this Objection. For the reasons set forth therein, the Debtors understand that there is effectively no insurance for this claim and the Debtors would be paying all defense costs.

**E. The Iezzoni Motion**

30. The Iezzoni Motion was filed on September 11, 2024. The Iezzoni Movant seeks to lift the automatic stay so that she may prosecute a state court action pending in the Court of Common Pleas of Luzerne County, Pennsylvania, in the case styled *Mary Ann Iezzoni as Agent-in-Fact for Angeline Lamana vs. Manor at St. Luke Village Facility Operations, LLC, d/b/a The Manor at St. Luke Village and LV CHC Holdings I, LLC, c/o Corporation Service Company and Consulate Management Company III, LLC*, Case No. 23-08121 (the “Iezzoni State Court Action”), alleging state law claims against Debtors Manor at St. Luke Village Facility Operations, LLC, LV

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<sup>5</sup> The Debtors will provide a list of the Lloyd’s named insured upon request by the Almonte Movant.

CHC Holdings I, LLC, and Consulate Management Company III, LLC (together, the “Iezzoni Debtors”). The Iezzoni Movant initiated the Iezzoni State Court Action on August 8, 2023.

31. The insurance policy held by the Iezzoni Debtors during the relevant time is attached to the Iezzoni Motion as Exhibit 6 and Exhibit 7 (the “Iezzoni Policy”). The Iezzoni Debtors are responsible for the first \$150,000 of the Iezzoni Movant’s claim due to the deductible. *See* Iezzoni Motion ¶ 34. While the Iezzoni Debtors have asserted a crossclaim against Milestone Staffing, Inc (“Milestone”) for indemnification on this \$150,000 deductible, the crossclaim has not been litigated and, as of the date hereof, the Iezzoni Debtors have not been indemnified. *Id.*, at ¶ 17. Pursuant to the Professional Liability Amendment for Pennsylvania Endorsement, the Iezzoni Policy caps the limit of liability for each Pennsylvania facility to \$1,500,000 in the aggregate and, if claims exceed this amount, they would not be covered by the Iezzoni Policy. *See* Iezzoni Motion at Exhibit 6, page 4.

**F. The Garrett Motion**

32. The Garrett Motion was filed on September 13, 2024. The Garrett Movant seeks to lift the automatic stay so that it may prosecute a state court action pending in the Circuit Court of the Thirteenth Judicial Circuit in and for Hillsborough County, Florida, Civil Division, in the case styled *Mary Garrett vs. 1465 Oakfield Drive Operations LLC*, Case No. 2024-CA-001314 (the “Garret State Court Action”), asserting state law claims against Debtor 1465 Oakfield Drive Operations, LLC (“Oakfield”). The Garrett Movant initiated the Garrett State Court Action on February 14, 2024.

33. The relevant insurance policy related to the Garrett Motion is the same Midwest policy as the Ormond Policy, described in paragraphs 16 through 20 of this Objection. For the reasons set forth therein, the Debtors understand that there is effectively no insurance for this claim and the Debtors would be paying all defense costs.

## OBJECTION

### **I. The Movants Have Failed to Demonstrate Cause for Relief from the Automatic Stay.**

34. The automatic stay is “one of the fundamental debtor protections provided by the bankruptcy laws,” and Congress intended that it have broad application. *See Midlantic Nat’l Bank v. N.J. Dep’t of Env’tl. Prot.*, 474 U.S. 494, 503 (1986) (citation omitted). It serves two purposes. **First**, it gives the debtor a “breathing spell,” shielding the debtor from creditor litigation in various forums when the debtor should focus on its restructuring efforts. *See, e.g., Harris v. Stevens (In re Harris)*, 592 B.R. 750, 754 (Bankr. N.D. Ga. 2018) (“The stay is one of the fundamental debtor protections provided by the bankruptcy laws. It gives the debtor a breathing spell from his creditors.”) (internal citation omitted); *In re Allied Holdings, Inc.*, 355 B.R. 372, 377 (Bankr. N.D. Ga. 2006) (“[T]he court should be cognizant of the fact that the automatic stay is not only intended to protect the debtor from collection actions and to afford the debtor a ‘breathing spell’ in which it can reorganize, but is also intended to protect the interests of the debtor’s other creditors.”) (citations omitted). The automatic stay is “particularly important in maintaining the status quo and permitting the debtor in possession or trustee to attempt to formulate a plan of reorganization.” 3 Collier on Bankruptcy ¶ 362.03 (16th ed. 2019) (“[W]ithout the stay, the debtor’s assets might well be dismembered, and its business destroyed, before the debtor has an opportunity to put forward a plan for future operations.”). **Second**, the automatic stay “allows the bankruptcy court to centralize all disputes concerning property of the debtor’s estate in the bankruptcy court so that reorganization can proceed efficiently, unimpeded by uncoordinated proceedings in other arenas.” *In re Ionosphere Clubs, Inc.*, 922 F.2d 984, 989 (2d Cir. 1990).

35. The Movants, as the proponents of stay relief, bear the burden of showing “cause” to lift the stay. *See Franklin Fin. Corp. v. Baker (In re Baker)*, Case No. 14-71600-PMB, 2018 WL 4961656, at \*5 (Bankr. N.D. Ga. Oct. 12, 2018). Courts will not lift the stay with regard to

unsecured claims, like those asserted by the Movants, in the absence of extraordinary circumstances. *See, e.g., Fazio v. Growth Dev. Corp. (In re Growth Dev. Corp.)*, 168 B.R. 1009, 1017 (Bankr.N.D.Ga.1994) (“Unfortunately for [Movant], he is an unsecured creditor, and unsecured creditors are seldom entitled to relief from the automatic stay.”); *In re Tristar Auto. Group, Inc.*, 141 B.R. 41, 44 (Bankr.S.D.N.Y.1992) (“An unsecured creditor would not be entitled to relief from the automatic stay unless it can establish extraordinary circumstances.”); *In re Eagles Enters., Inc.*, 265 B.R. 671, 680 (E.D. Pa. 2001) (“Generally, unsecured creditors are entitled to relief from an automatic stay only in extraordinary circumstances”). Courts in this district look at the totality of the circumstances in the case, but may be guided by several factors when determining whether “good cause” exists to lift the stay, including the factors known as the *Sonnax* factors.<sup>6</sup> *See Egwineke v. Robertson (In re Robertson)*, 244 B.R. 880, 882 (Bankr. N.D. Ga. 2000) (“What constitutes ‘cause’ is based on the totality of the circumstances in the particular case.”); *In re Coachworks Holdings, Inc.*, 418 B.R. 490, 492-93 (Bankr. M.D. Ga. 2009) (citing *In re Sonnax Indus., Inc.*, 907 F.2d 1280, 1286 (2d Cir. 1990)).

36. This Court has weighed the following factors: (a) whether the debtor has acted in bad faith; (b) the hardships imposed on the parties with an eye towards the overall goals of the Bankruptcy Code; and (c) pending state court proceedings.<sup>7</sup> *See In re Baker*, 2018 Bankr. LEXIS

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<sup>6</sup> The *Sonnax* factors are: (1) whether relief would result in a partial or complete resolution of the issues, (2) the lack of any connection with or interference with the bankruptcy case, (3) whether the other proceeding involves the debtor as a fiduciary, (4) whether a specialized tribunal with the necessary expertise has been established to hear the cause of action, (5) whether the debtor’s insurer has assumed full responsibility for defending the action, (6) whether the action primarily involves third parties, (7) whether litigation in another forum would prejudice the interests of other creditors, (8) whether the judgment claim arising from the other action is subject to equitable subordination, (9) whether movant’s success in the other proceeding would result in a judicial lien avoidable by the debtor, (10) the interests of judicial economy and the expeditious and economical resolution of litigation, (11) whether the parties are ready for trial in the other proceeding, and (12) the impact of the stay on the parties and the balance of harms. *See In re Sonnax Indus., Inc.*, 907 F.2d 1280, 1285–87 (2d Cir. 1990).

<sup>7</sup> This element has also been formulated as whether the creditor has a probability of success on the merits of her case. *In re Sandalwood Nursing Ctr., Inc.*, Case No. 18-58957-PMB, 2018 WL 4057234, at \*4 (Bankr. N.D. Ga. Aug. 23, 2018).

3158, \*11 (denying motion to lift stay because, among other things, the hardship to the debtor of lifting the stay outweighed the hardship to the movant).

37. Here, the Movants do not establish extraordinary circumstances, nor have they carried their initial burden of demonstrating a prima facie showing of cause to lift the stay. The following relevant factors weigh against lifting the stay:

- a. the harm to the Debtors' reorganization by lifting the stay outweighs any harm the stay imposes on the Movants.
- b. litigating the Movants' claims in other forums would interfere with the Chapter 11 Cases and the Debtors' Plan process;
- c. the Debtors' estates would bear financial responsibility for defending the majority of the Movant's claims;
- d. lifting the stay will not promote judicial economy;
- e. lifting the stay would prejudice other creditors; and
- f. the Debtors have not acted in bad faith.

As set forth in additional detail below, the balance of these factors fails to establish the "extraordinary circumstances" necessary to justify lifting the stay.

**A. The Balance of Harms Weighs Against Lifting The Automatic Stay.**

38. Unsecured creditors bear a heavy burden in proving that the balance of hardships favors lifting the stay. *See In re Residential Capital, LLC*, 508 B.R. 838, 848 (Bankr. S.D.N.Y. 2014) ("If the movant is an unsecured creditor, the policies of the automatic stay weigh against granting the relief requested.") (internal citation omitted); *In re W.R. Grace & Co.*, Case No. 01 01139 JFK, 2007 WL 1129170, at \*3 (Bankr. D. Del. Apr. 13, 2007) (stating that creditors bear "the heavy and possibly insurmountable burden of proving that the balance of hardships tips significantly in favor of granting relief") (quoting *In re Micro Design, Inc.*, 120 B.R. 363, 369 (E.D. Pa. 1990)).

39. If the stay is lifted for each of the Movants' claims, the harm to the Debtors would be substantial. Forcing the Debtors to litigate each of the Movants' underlying state court actions at this point would distract and hinder the Debtors from their reorganization efforts and would take away the breathing space necessary to allow them to restructure and preserve the value of their assets for the benefit of their creditors. For example, the Iezzoni Motion describes an extensive discovery and deposition process, consisting of at least six separate interviews, expert reports, and rebuttal reports, that was placed on hold as a result of these Chapter 11 Cases and the automatic stay. *See* Iezzoni Motion, ¶ 19. This discovery and litigation will necessarily distract the Debtors in connection with the Plan solicitation and confirmation process.

40. Additionally, as discussed further below, if any of the Lift Stay Motions are granted, it will "invite other lift stay motions that will be filed by similarly situated claimants," leading to "an unnecessary drain on the Debtors'—and the Court's—resources." *See In re Celsius Network LLC*, 642 B.R. 497, 503 (Bankr. S.D.N.Y. 2022).

41. On the other hand, the Movants fail to show they would sustain more significant harm than other similarly situated claimants if the Lift Stay Motions are denied. For example, the Iezzoni Motion states that it intends to seek a trial before the end of 2025. The Debtors have proposed and negotiated a consensual Plan and intend to proceed with soliciting the same in the coming days. Therefore, any risks of faded memories or lost documents are overblown. *See* Iezzoni Motion, ¶ 39. There are hundreds and potentially thousands of unsecured creditors similarly situated to the Movants. The Movants have not demonstrated that they will be more prejudiced than any other potential creditor by a short-term delay until the Plan has been solicited and the Court has considered confirmation with respect to the same. *See, e.g., W.R. Grace & Co.*, 2007 WL 1129170, at \*3 ("There is no indication that the state court claims are in any way unique,

or that, if proven, Debtors' liability to the [movant], if any, will be distinguishable from liability for any of the other hundreds of thousands of asbestos claims asserted against Debtors.'").

42. To be clear, the Debtors recognize the importance of liquidating the tort claims involved in these Chapter 11 Cases and are providing a way to efficiently do so as part of the Plan pursuant to the Unliquidated Claims Procedures, which will be negotiated amongst the Debtors and the Committee. The Debtors' primary goal over the course of these proceedings is to move forward on maximizing value for all stakeholders as soon and as fairly as possible. In the context of these Chapter 11 Cases and against the backdrop of soliciting a largely consensual Plan, the Court should hold that the Movants have not established good cause to lift the stay.

**B. The Debtors' Restructuring Will Be Disrupted By Lifting The Stay.**

43. Granting the Lift Stay Motions would be extremely disruptive to the Debtors' Plan solicitation and restructuring efforts. As the Debtors explained in the First Day Declaration, significant prepetition litigation was one of the reasons that the Debtors had to file these Chapter 11 Cases. *See* First Day Decl., ¶¶ 75-76.

44. Courts have been sensitive to granting relief from stay where the result will be to unleash a wave of such requests. *See In re Bally Total Fitness of Greater N.Y., Inc.*, 402 B.R. 616, 623 (Bankr. S.D.N.Y. 2009) (denying motion to lift stay and noting that granting relief from stay "could open the floodgates to a multitude of similar motions causing further interference with the bankruptcy case" which weighed heavily against lifting the stay). The quantity of motions before the Court at this stage of these Chapter 11 Cases makes it clear that granting relief from the stay for each of the Movants may result in an avalanche of similar requests that will expend the Debtors' limited resources, and divert the attention of the Debtors from soliciting and confirming the proposed Plan.

45. “A principal purpose of the automatic stay” is to allow the Debtors to “focus [their] energies on reorganizing and managing [their] business affairs without facing diversions and litigation . . . .” See *In re Nw. Airlines Corp.*, Case No. 05-17930ALG, 2006 WL 694727, at \*1 (Bankr. S.D.N.Y. Mar. 13, 2006). Mindful of the strain on in-house resources, courts have declined to lift the automatic stay in similar circumstances. See *In re Residential Cap., LLC*, Case No. 12-12020 MG, 2012 WL 3249641, at \*5 (Bankr. S.D.N.Y. Aug. 7, 2012) (holding that diversion of debtors’ legal team alone is sufficient to find for debtors on this factor); *In re Bally*, 402 B.R. at 623 (“[A]llowing the actions to proceed would distract the Debtors’ management from the bankruptcy proceeding . . . thereby affecting the interests of other creditors.”), *aff’d*, 411 B.R. 142 (S.D.N.Y. 2009).

46. The Debtors understand and do not diminish the seriousness of the issues that the Movants have raised through the Lift Stay Motions. But their claims should be addressed through the centralized bankruptcy process, specifically the Unliquidated Claim Procedures, not through individual lawsuits litigated on an *ad hoc* basis, as the latter would inevitably delay and interfere with these Chapter 11 Cases. The law is clear that even slight interference with the bankruptcy process is sufficient to deny lift-stay motions. See *In re Penn-Dixie Indus., Inc.*, 6 B.R. 832, 836–37 (Bankr. S.D.N.Y. 1980) (denying stay relief where plaintiff sought only to proceed with limited discovery of customer lists; finding such requests “cannot be shrugged off as de minimis” because “[i]nterference by creditors in the administration of the estate, no matter how small, through the continuance of a preliminary skirmish in a suit outside the Bankruptcy Court is prohibited”); see also *BDA Design Grp., Inc. v. Off. Unsecured Creditors’ Comm.*, Case No. 3:13-CV-01568-O, 2013 WL 12100467, at \*5 (N.D. Tex. Sept. 2, 2013), *aff’d sub nom. In re Hearthwood N. I Ass’n*, 576 F. App’x 369 (5th Cir. 2014) (“[E]ven slight interference with the administration may be



enough to preclude relief.”) (citation omitted); *In re Curtis*, 40 B.R. 795, 806 (Bankr. D. Utah 1984) (“The most important factor in determining whether to grant relief from the automatic stay to permit litigation against the debtor in another forum is the effect of such litigation on the administration of the estate. Even slight interference with the administration may be enough to preclude relief in the absence of a commensurate benefit.”). Rather than divert attention to piecemeal state court litigation, the Debtors’ focus should remain on solicitation and confirmation of the Plan. Accordingly, this factor weighs against granting the Lift Stay Motions.

**C. The Debtors Bear the Financial Burden of Defending Against The Movants’ Claims.**

47. Except for the Iezzoni Policy, the relevant insurance policies related to the Lift Stay Motions are “reimbursement-only” policies (collectively, the “Reimbursement Insurance Policies”). The Reimbursement Insurance Policies provide that (a) the Debtors bear the cost to defend claims, (b) the Debtors are only entitled to reimbursements from the applicable insurers, (c) such reimbursements are only from collateral that the relevant insurers no longer hold, and (d) such reimbursements are only paid for timely claims which the Debtors understand were not made. Therefore, the Debtors effectively do not have insurance coverage for the Movants’ claims as it relates to the Reimbursement Insurance Policies.<sup>8</sup> Bankruptcy courts have held that this weighs against lifting the stay. *See In re Residential Cap., LLC*, Case No. 12-12020 MG, 2012

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<sup>8</sup> The Occilien Movant’s reliance on *In re Scott Wetzel Servs.*, 243 B.R. 802, 804 (Bankr. M.D. Fla. 1999) (citing *Matter of Edgeworth*, 993 F.2d 51, 56 (5th Cir. 1993)) in arguing that estate property is not at issue is misplaced. *In re Scott Wetzel* makes it clear that the typical liability policy is distinguished from other types of insurance policies because the insurance proceeds are normally payable for the benefit of those harmed. However, the *Edgeworth* court elaborated on this point further, stating that “**typical** liability polic[ies]” are distinguished from other types of insurance policies because the “proceeds of such insurance policies, **if made payable to the debtor rather than a third party** such as a creditor, **are property of the estate** and may inure to all bankruptcy creditors.” *Matter of Edgeworth*, 993 F.2d at 56 (emphasis added). As such, the proceeds of the relevant insurance policies at issue here are never paid to those “harmed by the debtor,” but are “payable to the debtor rather than a third party,” and therefore are property of Debtors’ estates, contrary to the Occilien Movant’s assertions.

WL 3423285, at \*7 (Bankr. S.D.N.Y. Aug. 14, 2012) (holding that a debtor needing to pay all expenses in litigating an action with out-of-pocket funds from the estate weighs against granting relief from the stay).

48. The cases that the Iezzoni Movant cites for the proposition that the payment of defense expenses is an insufficient burden to justify denying relief from the stay are distinguishable from the facts before this Court. *See* Iezzoni Motion ¶ 35. **First**, even if defense costs alone are insufficient burden to justify denying relief from the stay, as set forth herein, there are many grounds to deny lifting the stay, including allowing the Debtors to conclude solicitation and seek confirmation of their Plan. **Second**, the support that Iezzoni cites acknowledges that courts evaluate the financial hardship as part of the hardship analysis and that courts seek to temper this hardship. *See, e.g., In re Krank*, 84 B.R. 372, 374 (Bankr. E.D. Pa. 1988) (explaining that courts have focused on adverse financial consequences that a debtor may suffer as a result of lifting the stay). **Finally**, none of the cited cases dealt with a debtor that was proposing a Plan containing procedures to liquidate tort claims prior to lifting the stay to allow such litigation to proceed. Here, the Debtors are not seeking an indefinite stay as to the Movants. Instead, the Debtors are seeking to institute procedures to create an even and fair process for all such similarly situated tort claimants to ensure efficient and equal treatment for all such claimants. As such, this factor similarly weighs against granting the Lift Stay Motions.

**D. Maintaining The Automatic Stay Will Better Serve Judicial Economy.**

49. As described above, there are hundreds of tort claims currently pending against the Debtors. Lifting the stay as to the Movants would lead to unnecessary duplication of efforts for both the Debtors and the Court and has the potential of leading to inconsistent judgments for similarly situated tort claimants. Accordingly, judicial economy favors denial of the Motion. *See In re Conejo Enters., Inc.*, 96 F.3d 346, 353 (9th Cir. 1996) (“By staying the state action, the

bankruptcy court promoted judicial economy and efficiency by minimizing the duplication of litigation in two separate forums and preventing litigation of a claim that may have been discharged in bankruptcy proceedings.”); *see also In re Balco Equities Ltd., Inc.*, 323 B.R. 85, 94 (Bankr. S.D.N.Y. 2005) (denying motion to lift the stay in part because “proceeding concurrently in state court would result in inconsistent or conflicting judicial decisions and would not be conducive to judicial economy”) (internal citation omitted). Moreover, the Unliquidated Claims Procedures that will be filed as part of the Plan Supplement (as defined in the Plan) may moot the need for such litigation by providing a more favorable method of liquidating such claims without the need for litigation. Judicial economy will be achieved by this Court allowing sufficient time for the Movants and other similarly situated litigants to review and assess the Unliquidated Claims Procedures before allowing the stay to be lifted. Accordingly, this factor also weighs against granting the Lift Stay Motions.

**E. Lifting The Stay Would Compromise The Interests Of Other Creditors.**

50. The automatic stay protects not only debtors but also their creditors. It levels the playing field and ensures that creditors need not rush to other forums to preserve their rights. As a result, granting the Lift Stay Motions at this juncture in the Chapter 11 Cases would be inconsistent with two key tenets of chapter 11: equal treatment among similarly situated creditors and an orderly process. Only the Movants stand to benefit if the stay is lifted, while the automatic stay would continue to prohibit other constituents from pursuing their claims outside of this Court. This is especially problematic here where there is either no insurance or, in the case of the Iezzoni Policy, the policy caps the limit of liability for each Pennsylvania facility to \$1,500,000 in the aggregate. Accordingly, other litigants may be prejudiced by not seeking to lift the stay to pursue the limited insurance coverage for each facility.

51. Courts have held that depleting a pool of available insurance funds at the expense of other potential claimants may warrant denying a request for relief from the stay. *See In re Sunland, Inc.*, 508 B.R. 739, 744 (Bankr. D.N.M. 2014) (denying motion to lift stay because the litigation could deplete the pool of available insurance funds at the expense of other claimants, among other reasons); *see also In re Davis*, 730 F.2d 176, 185 (5th Cir. 1984) (affirming the bankruptcy court's decision to keep stay in place because “intact insurance coverage [i]s a bulwark against erosion of the estate”); *In re Titan Energy, Inc.*, 837 F.2d 325, 330 (8th Cir. 1988) (in many cases, “[a]llowing one claimant to collect the policy proceeds in a state court judgment would deplete the insurance pool to the detriment of all remaining creditors”). As one court noted, if an insurance policy “is too small to satisfy several potential plaintiffs[,]” then lifting the stay

could start a race to the courthouse.... Such a race could mean unfair results as between potential plaintiffs; it could also prevent a bankruptcy court from marshalling the insurance proceeds, and, along with other assets, arranging for their distribution so as to maximize their ability both to satisfy legitimate creditor claims and to preserve the debtor's estate.

*Tringali v. Hathaway Machinery Co.*, 796 F.2d 553, 560 (1st Cir. 1986).

52. If granted, the Lift Stay Motions would invite others to seek similar relief, thereby opening the floodgates of similar stay relief motions that would harm other similarly situated creditors if granted due to the potential depletion of insurance, to extent that such insurance exists. Accordingly, this factor weighs against granting the Lift Stay Motions.

**F. The Debtors Have Not Acted In Bad Faith.**

53. The Debtors filed these Chapter 11 Cases in good faith with the goal of reorganizing and maximizing value for all of their creditors, including tort plaintiffs like the Movants. The Debtors have been working diligently with all of their constituents and have proposed a largely consensual Plan. Moreover, none of the Movants have alleged the existence of bad faith on behalf of the Debtors. Accordingly, this factor weighs against granting the Lift Stay Motions.

**G. A Merit Analysis Does Not Weigh In Favor of Granting Relief From The Stay.**

54. Courts have recognized that requiring a merit analysis in every case would in large part defeat object the objective of economizing judicial resources. *See In re Peterson*, 116 B.R. 247, 250 (D. Colo. 1990) (holding that the bankruptcy court did not err in not considering the probability of success on the merits of the action because it would frustrate expeditious resolution of section 362 motions and defeat the objective of economizing judicial resources). The weight of the other factors discussed above, including the prejudice to the Debtors if the Lift Stay Motions are granted at this time, outweigh this factor. Additionally, the Majority of the Movants fail to provide sufficient facts to establish a likelihood of prevailing on the merits of their claims. Accordingly, this factor should either weigh against granting the Lift Stay Motions or, at the very least, be neutral.

*[Remainder of Page Intentionally Left Blank]*

**WHEREFORE**, for the foregoing reasons, the Debtors respectfully request that this Court deny the Lift Stay Motions and grant such other and further relief as this Court deems just and proper.

Dated: Atlanta, Georgia  
September 30, 2024

**MCDERMOTT WILL & EMERY LLP**

/s/ Daniel M. Simon

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*Counsel for the Debtors and Debtors-in-Possession*

**CERTIFICATE OF SERVICE**

I hereby certify that, on this date, a true and correct copy of the foregoing Objection was served by the Court's CM/ECF system on all ECF participants registered in this case at their respective email addresses registered with this Court. The Debtors' claims and noticing agent, Kurtzman Carson Consultants LLC d/b/a Verita Global, will be filing a supplemental certificate of service on the docket to reflect any additional service of the foregoing Objection, including on the Limited Service List.

Dated: Atlanta, Georgia  
September 30, 2024

**MCDERMOTT WILL & EMERY LLP**

/s/ Daniel M. Simon  
Daniel M. Simon (Georgia Bar No. 690075)  
1180 Peachtree St. NE, Suite 3350  
Atlanta, Georgia 30309  
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Email: dsimon@mwe.com

*Counsel for the Debtors and Debtors-in-Possession*

**EXHIBIT A**

**Occilien Insurance Policy**





## POLICY COVER PAGE

**ISSUING COMPANY: FUTURE CARE RISK RETENTION GROUP, INC.**

This Policy is issued by your risk retention group. Your risk retention group may not be subject to all of the insurance laws and regulations in your state. State insurance insolvency guaranty funds are not available for your risk retention group.

POLICY NUMBER:	<b>AGFL-Reimb-05-589-1062-21</b>
POLICY PERIOD:	<b>FROM: May 1, 2021 TO: May 1, 2022</b>
NAMED INSURED & ADDRESS:	<b>LaVie Care Centers, LLC c/o Consulate Health Care 800 Concourse Parkway S, Suite 200 Maitland, FL 32751</b>
PRODUCING AGENT:	Jason Lewis President – Denver & Senior Broker CRC Group 6200 South Syracuse Way, Suite 100 Greenwood Village, CO 80111 jlewis@CRCGroup.com
CLAIMS:	The Named Insured will adjust & handle all claims

Authorized Representative: \_\_\_\_\_

Gregory Cook, President  
Future Care Risk Retention Group, Inc.



**FUTURE CARE**  
 RISK RETENTION GROUP, INC.  
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## POLICY DECLARATIONS

**POLICY:** REIMBURSEMENT COVERAGE

**ISSUING COMPANY:** FUTURE CARE RISK RETENTION GROUP, INC.

It is understood and agreed that all of the rights, obligations, and covenants contained within this Reimbursement Policy are expressly contingent upon the Irrevocable Standby Letter of Credit NO. 56477-294565 Dated April 30, 2021 as established by CIBC Bank USA (or any substitute letter of credit or similar instrument deemed acceptable by the Company).

**IMPORTANT NOTICE:**

This Policy, including all coverage parts, applies only to request(s) for Reimbursement made by the Policyholder for covered damages paid by the policyholder and submitted with substantiation of payment to the Company during the Policy Period. This Policy only reimburses the policyholder and will not reimburse or make payments to or on Behalf of any other part, third party or any other entity.

	<b>POLICY NUMBER:</b>	<b>AGFL-Reimb-05-589-1062-21</b>
<b>ITEM 1</b>	<b>NAMED INSURED:</b>	
	<b>NAMED INSURED</b>	<b>LaVie Care Centers, LLC</b>
	<b>ADDRESS</b>	800 Concourse Parkway S, Suite 200 Maitland, FL 32751
	<b>MAILING ADDRESS</b>	800 Concourse Parkway S, Suite 200 Maitland, FL 32751
<b>ITEM 2</b>	<b>POLICY PERIOD:</b>	<b>FROM: May 1, 2021 TO: May 1, 2022</b>
		At 12:01 AM Prevailing time at the address shown in ITEM 1
<b>ITEM 3</b>	<b>LIMITS OF LIABILITY:</b>	
<b>A</b>	Policy Annual Aggregate	<b>\$3,000,000</b>  Reimbursement Only Coverage (see Endorsement# AG1164-0421)
<b>B</b>	Per Insured Person	<b>\$1,000,000</b> in total, on behalf of any Insured Person for all Insuring Agreements during the Policy Period (Does not act to increase amount below)
<b>C</b>	Insurance Agreement A.1. (Professional Liability Coverage)	Per Claim All Insureds: \$ 400,000 Annual Aggregate: \$1,000,000




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<b>POLICY DECLARATIONS... Continued</b>		
<b>D</b>	Insurance Agreement A.2. (General Liability Coverage)	Per Claim All Insureds: \$1,000,000 Annual Aggregate: \$2,000,000 Medical Payments Sublimit: \$ 10,000 Any one person
<b>E</b>	Insurance Agreement A.3. (Legal/Media Expense Coverage)	Per Legal/Media Event: N/A Total Aggregate: N/A Deductible: N/A
<b>F</b>	Insurance Agreement A.4. (Evacuation Expense Coverage)	Per Evacuation: N/A Total Aggregate: N/A Deductible: N/A
<b>G</b>	Agreement A.5. (Employee Benefits Coverage)	Per Claim All Insureds: \$1,000,000 Annual Aggregate: \$1,000,000
<b>ITEM 4</b>	<b>RETROACTIVE DATE:</b>	Various as per Exhibit A
<b>ITEM 5</b>	<b>CLAIM AND EVENT NOTIFICATION AND OTHER NOTICE TO THE COMPANY</b>	
	The Named Insured will adjust & handle all claims	
<b>Total Amount Paid:</b>		[REDACTED]
<b>POLICY FORM AND ENDORSEMENTS</b>		
	Policy Form	AG1122-0120
	Endorsement(s) Effective at Inception:	See Attached List

The Insured(s) agree that in the event any such statements or representations are false, neither this Binder nor any policy issued by Future Care RRG **Reimbursement Policy** will afford any coverage for any **Claim** based on, arising out of, or in any way involving, in whole or in part such false statement or representation.

These Declarations, together with the Application, Policy Form and any Endorsement(s) together constitute the above numbered **Policy**.

This Policy is issued by your risk retention group. Your risk retention group may not be subject to all of the insurance laws and regulations in your state. State insurance insolvency guaranty funds are not available for your risk retention group.


  
 Authorized Representative: \_\_\_\_\_  
 Gregory Cook, President  
 Future Care Risk Retention Group, Inc



**ATTACHING TO AND FORMING A PART OF COVERAGE FORM AG1122-0120  
SCHEDULE OF FORMS AND ENDORSEMENTS**

<b>NAMED INSURED:</b> LaVie Care Centers, LLC		
<b>POLICY NUMBER:</b> AGFL-Reimb-05-589-1062-21		
<b>POLICY PERIOD:</b> FROM: May 1, 2021 TO: May 1, 2022		
	<b>Policy Form and Endorsements attached at Issuance of the policy:</b>	<b>FCRRG Form / Endorsement Numbers</b>
	Policy Cover Page	AG1110-0120
	Policy Declarations	AG1120-0120
	Schedule of Form and Endorsements	AG1121-0120
	Future Care RRG - Policy Coverage Form	AG1122-0120
	Reimbursement Only Coverage Endorsement	AG1164-0421
	Drawdown and Retirement of Collateral Endorsement	AG1171-0521
	Blanket Additional Insured Endorsement	AG1167-0521
	Blanket Additional Insured Subrogation Waiver Endorsement	AG1166-0521
Endorsement 1	Exhibit A – Schedule of Locations, Limits and Retroactive Dates	AG1163-1120

*All other terms and conditions remain unchanged.*

Authorized Representative:   
 Gregory Cook, President  
 Future Care Risk Retention Group, Inc.



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## **FUTURE CARE RISK RETENTION GROUP**

### **PROFESSIONAL AND GENERAL LIABILITY INSURANCE POLICY (INCLUDING EMPLOYEE BENEFITS LIABILITY, LEGAL/MEDIA EXPENSE AND EVACUATION EXPENSE COVERAGE)**

#### *NOTICES*

This Policy is issued by your risk retention group. Your risk retention group may not be subject to all of the insurance laws and regulations in your state. State insurance insolvency guaranty funds are not available for your risk retention group.

**THIS IS A CLAIMS MADE AND REPORTED POLICY. UNLESS MODIFIED BY ENDORSEMENT, DEFENSE COSTS ARE PART OF, AND ERODE, THE LIMIT OF LIABILITY. THE COVERAGE PROVIDED BY THIS POLICY IS LIMITED ONLY TO THOSE CLAIMS WHICH ARISE FROM PROFESSIONAL SERVICES RENDERED OR OCCURRENCES AFTER THE RETROACTIVE DATE STATED IN THE DECLARATIONS AND WHICH ARE FIRST MADE AGAINST THE NAMED INSURED AND REPORTED DURING THE POLICY PERIOD, OR ANY APPLICABLE EXTENDED REPORTING PERIOD, AND AS REQUIRED BY THE TERMS OF THIS POLICY. THIS POLICY MAY DIFFER SUBSTANTIALLY FROM OTHER POLICIES THAT THE INSURED(S) HAVE HAD PREVIOUSLY AND MUST BE READ CAREFULLY.**

By accepting this Policy the Insured(s) affirm that you have read and understand the Policy terms and have had an opportunity to ask and receive answers to any questions you may have about this Policy.

This Policy is deemed to include this Policy Form, the Declarations, any Endorsements, and the Application for this Policy, even if not physically attached.

Words and phrases in bold with first letter capitalization have special meaning and are defined in the definitions section of the Policy.

In consideration of the payment of the premium and in reliance upon the statements made in the Application, the Insured(s) and Future Care Risk Retention Group, Inc. (the "Company") agree as follows:



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## A. INSURING AGREEMENTS

### 1. Professional Liability Coverage

The Company will pay all **Loss** and **Defense Costs**, not more than the amount set forth in Item 3.C. of the Declarations, that an **Insured** becomes legally obligated to pay as a result of a **Claim** against the **Named Insured** first made during the **Policy Period** and reported pursuant to Section C of this Policy for an **Injury** resulting from an **Event** involving **Professional Services** at a **Location**, provided:

- a) that all **Conditions Precedent to Coverage** are satisfied at the time of the **Event**;
- b) that the **Event** giving rise to such **Claim** took place subsequent to the **Retroactive Date**; and
- c) either:
  1. the **Event** took place during the **Policy Period**; or
  2. if the **Event** took place prior to the inception of the **Policy Period**, no **Insured** had any reason to believe a **Claim** might be made arising from the **Event**, even if such **Claim** would be completely without merit.

### 2. General Liability Coverage

The Company will pay all **Loss**, **Medical Payments**, and **Defense Costs**, not more than the amount set forth in Item 3.D. of the Declarations, that the **Named Insured** becomes obligated to pay as a result of a **Claim** first made during the **Policy Period** and reported pursuant to Section C of this Policy alleging **Injury**, **Property Damage**, or **Personal and Advertising Injury** resulting from an **Event** at a **Location**, provided:

- a) that all **Conditions Precedent to Coverage** are satisfied at the time of the **Event**;
- b) that the **Event** giving rise to such **Claim** took place subsequent to the **Retroactive Date**; and
- c) either:
  1. the **Event** took place during the **Policy Period**; or
  2. if the **Event** took place prior to the inception of the **Policy Period**, no **Insured** had any reason to believe a **Claim** might be made



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arising from the **Event**, even if such **Claim** would be completely without merit.

3. **Legal/Media Expense Coverage**

Upon satisfactory proof of payment, the Company will reimburse the **Named Insured**, not more than the amount set forth in Item 3.E. of the Declarations, for **Legal/Media Expense** actually incurred by the **Named Insured** during the **Policy Period** in connection with a **Legal/Media Event** occurring subsequent to the **Retroactive Date**, provided that the Company will not be responsible for any fines, penalties, assessments of costs, or other financial awards in connection with any **Legal/Media Event**.

4. **Evacuation Expense Coverage**

Upon satisfactory proof of payment, the Company will reimburse the **Named Insured**, not more than the amount set forth in Item 3.F. of the Declarations, for **Evacuation Expense** actually incurred by the **Named Insured** during the **Policy Period** in connection with an **Evacuation** from a **Location** occurring subsequent to the **Retroactive Date**.

5. **Employee Benefits Liability Coverage**

The Company will pay all **Loss**, and **Defense Costs**, not more than the amount set forth in Item 3.G. of the Declarations, that the **Named Insured** becomes obligated to pay as a result of a **Claim** first made during the **Policy Period** and reported pursuant to Section C of this Policy arising out of an **Employee Benefits Wrongful Act**, provided:

- a) that all **Conditions Precedent to Coverage** are satisfied at the time of the **Event**;
- b) that the **Employee Benefits Wrongful Act** giving rise to such **Claim** took place subsequent to the **Retroactive Date**; and
- c) either:
  1. the **Employee Benefits Wrongful Act** took place during the **Policy Period**; or
  2. if the **Employee Benefits Wrongful Act** took place prior to the inception of the **Policy Period**, no **Insured** had any reason to believe a **Claim** might be made arising from the **Employee Benefits Wrongful Act**, even if such **Claim** would be completely without merit.

**B. DEFINITIONS**

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1. **Administration** means:

- a) providing information to **Employees** with respect to eligibility for or scope of **Employee Benefits Program**;
- b) handling records in connection with an **Employee Benefits Program**; or
- c) effecting, continuing or terminating any **Employee's** participation in any benefit included within an **Employee Benefits Program**;

however, **Administration** does not include payroll deductions.

2. **Advertisement** means:

- a) any communicative content, regardless of mode or means of transmission or publication, disseminated to the general public or specific market segments about the **Named Insured's** goods, products, or services for the sole purpose of attracting customers or supporters; or
- b) the use or assertion of any title, logo, image, slogan, trademark, trade name, trade dress, service mark, or service name to identify or distinguish the **Named Insured** in the marketplace or in the court of trade or business.

3. **Claim** means:

- a) a written notice received by the **Named Insured** alleging that a person or entity has been damaged by the **Named Insured** and: (i) demanding monetary damages; (ii) inviting a discussion of monetary or non-monetary resolution; (iii) providing statutory notification prior to the potential commencement of a civil action; or (iv) notifying the **Insured** of an intention to hold an **Insured** responsible for an **Event**;
- b) an **Insured's** receipt of a civil lawsuit, arbitration, or administrative proceeding against an **Insured**; or
- c) an **Insured's** receipt of an investigatory demand letter or subpoena seeking testimony or documents pursuant to a formal order of civil investigation by a regulatory authority identifying the **Named Insured** as a target of the investigation; however, the definition of **Claim** expressly excludes any criminal action, criminal investigation, or other criminal proceeding.

Notification of an **Event** pursuant to Section C of the Policy does not constitute a **Claim** unless it also incorporates items a), b), or c) above. A written demand for resident and/or patient records does not constitute a **Claim** unless it also incorporates items a), b), or c).

Pursuant to Section H., **Claim** includes any **Interrelated Claim**.





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Pursuant to Insuring Agreement A.2. only, **Claim** includes a request by the **Named Insured** to pay or reimburse **Medical Payments**.

4. **Conditions Precedent to Coverage** means strict compliance with all of the following:
  - a) the **Named Insured** must be a current member in good standing of the Company; and
  - b) all resident and/or patient admission agreements issued by or on behalf of the **Named Insured** must include both a bilateral binding arbitration clause and a venue selection clause approved by the Company.
5. **Deductible** means the amount, if any, identified in Item 3 of the Declarations as the **Deductible**.
6. **Defense Costs** means all reasonable and necessary attorney fees, costs and expenses incurred by the Company in the investigation and defense of a covered **Claim**. **Defense Costs** do not include the salaries and expenses of the Company's employees, the **Insured's** employees, or of any **Insured**.
7. **Employee** means only those natural persons whose labor or service is expressly engaged by the **Named Insured**, whether part-time, full-time, on a volunteer basis, seasonal, or temporary; however, it is expressly understood that **Employee** does not include leased employees, locum tenens, residents and/or patients, students of health care professions in training programs, student guides, or independent contractors. It is further understood and agreed that any medical director or administrator of the **Named Insured** is not an **Employee** in his or her capacity as a medical director or administrator of the **Named Insured** unless specifically deemed an **Employee** through an Endorsement to the Policy.
8. **Employee Benefits Program** means a program providing some or all of the following benefits to **Employees**:
  - a) group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an Employee may subscribe to such benefits and such benefits are made generally available to those **Employees** who satisfy the plan's eligibility requirements;
  - b) profit sharing plans, **Employee** savings plans, **Employee** stock ownership plans, pension plans and stock subscription plans, provided that no one other than an **Employee** may subscribe to such benefits and such benefits are made generally available to those **Employees** who are eligible under the plan for such benefits;



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- c) unemployment insurance, social security benefits, workers' compensation and disability benefits;
  - d) vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, paternity, family and civil leave; tuition assistance plans; transportation and health club subsidies; and
  - e) any other similar benefits as added by Endorsement to the Policy.
9. **Employee Benefits Wrongful Act** means any act, error or omission, or series of acts errors or omissions that are logically or causally connected, negligently committed in the **Administration** of an **Employee Benefits Program**.
10. **Evacuation** means the removal of the majority of the residents and/or patients from the **Location** for a period of more than six hours as a result of a sudden and accidental occurrence that is reasonably necessary to protect the safety and welfare of the residents and/or patients.
11. **Evacuation Expense** means the reasonable and necessary costs incurred in connection with an **Evacuation**, including costs associated with transporting, lodging, and providing meals to residents and/or patients who have been evacuated, and does not include any remuneration, salaries, overhead, fees, loss of earning reimbursement, business interruption loss, or benefit expenses of any **Insured** as a result of any **Evacuation**.
12. **Event** means any actual or alleged error, omission, or accident resulting in an **Injury** or **Property Damage**, including continuous or repeated exposure to substantially the same general error, omission, or accident. An **Event** also means a written demand received by an **Insured** for resident and/or patient records sent by or on behalf of an attorney or regulatory authority.
13. **Extended Reporting Period** means the period purchased pursuant to Section Q. of this Policy and attached by Endorsement.
14. **Good Samaritan** means any natural person, not otherwise an **Insured**, who provides service and assistance to a resident and/or patient at a **Location** during an imminent peril where such service and assistance falls within the good Samaritan laws in place, if any, at the **Location**.
15. **Health Care Services** means the furnishing of professional nursing home services. **Health Care Services** includes services provided by licensed beauticians and barbers, registered nurses, licensed vocational or practical nurses, certified nursing assistants, and dieticians at a **Location** and at the direction of the **Named Insured**. **Health Care Services** expressly does not include services provided by a person or entity that is neither the **Named Insured** nor an **Employee**. **Health Care Services** also expressly does not include medical



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services provided by a licensed physician, surgeon, dentist, physical therapist, chiropractor, podiatrist, osteopath or similar healthcare professional.

16. **Impaired Property** means tangible property, other than **Your Product** or **Your Work**, that cannot be used or is less useful because it incorporates **Your Product** or **Your Work**, if the tangible property is not damaged but can be restored to use by the repair, replacement, or removal of **Your Product** or **Your Work** or the work or product of any **Insured**.
17. **Injury** means bodily injury, sickness or disease sustained by a natural person, including death, resulting from any alleged act, error, omission, or mistake by an **Insured**. **Injury** does not include emotional distress.
18. **Insured** means:
  - a) the **Named Insured**, but not any subsidiary or parent of the **Named Insured**;
  - b) any **Employee** of the **Named Insured**, but solely when acting within the scope of his or her employment; and
  - c) any **Good Samaritan**.

It is understood and agreed that any medical director or administrator of the **Named Insured** is an **Insured** in his or her capacity as a medical director or administrator of the **Named Insured**.

19. **Insured Person** means any natural person who is an **Insured**.
20. **Interrelated Claims** means all **Claims** that have as a common nexus any fact, circumstance, situation, **Event**, transaction, cause or series of facts, circumstances, situations, **Events**, transactions, or causes. **Claims** may be **Interrelated Claims** whether or not they involve the same **Event**, cause, claimants, **Insureds**, or legal theories. Pursuant to Section H, all **Interrelated Claims** constitute a single **Claim**.
21. **Legal/Media Event** means any criminal investigation, criminal complaint, indictment, or administrative, regulatory, disciplinary or licensure proceeding arising out of **Professional Services** that occurred subsequent to the **Retroactive Date**.
22. **Legal/Media Expense** means reasonable and necessary fees and costs of attorneys, experts and consultants, including third-party media consultants, incurred in the investigation and defense of a **Legal/Media Event**, and does not include any remuneration, salaries, overhead, fees, loss of earning reimbursement, business interruption loss, or benefit expenses of any **Insured**.



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23. **Limit of Liability** means the applicable amounts identified in Item 3 of the Declarations.

24. **Location** means the facility where **Professional Services** are provided to residents and/or patients at the address indicated in Item 1 of the Declarations and any other facility specifically listed in an endorsement to this Policy.

25. **Loss** means settlements or judgments for which an **Insured** is legally responsible as a result of a **Claim**, including any prejudgment interest, or appellate bond.

**Loss** shall not include:

- a) **Defense Costs**;
- b) **Medical Payments**;
- c) any sanctions;
- d) any criminal, civil, or administrative fines or penalties;
- e) any payment for **Professional Services**, including any refund, withdrawal, or reduction of fees paid to an **Insured**;
- f) any amounts for which an **Insured** has been absolved from payment by any covenant, agreement, or court order;
- g) costs of compliance with any injunctive relief, consent judgments or consent orders; or
- h) any punitive damages, treble damages, exemplary damages, or damages representing a multiple of compensatory amounts – whether deemed insurable or uninsurable under the law pursuant to which this policy is interpreted.

26. **Medical Payments** means the cost of any:

- a) first aid administered at the time of the **Event**;
- b) necessary medical, surgical, x-ray and dental services; and
- c) necessary ambulance, hospital, professional nursing or funeral services

provided: (i) such payments are caused by an **Event** that occurs during the **Policy Period** and on premises that are owned or leased by the **Named Insured**, (ii) the injured person submits to an examination by medical professional(s) chosen by the Company as often as reasonably required by the Company, and (iii) the injured person is not otherwise entitled to benefits under any workers' compensation or disability benefits law or similar law.

27. **Named Insured** means the entity identified in Item 1 of the Declarations.



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28. **Personal and Advertising Injury** means **Injury** arising out of one or more of the following offenses:

- a) false arrest, detention or imprisonment;
- b) malicious prosecution;
- c) wrongful eviction from, wrongful entry onto, 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;
- d) oral or written publication of material that violates a person's right of privacy, slanders or libels a person or entity, or disparages a person's or entity's good, products, or services;
- e) the use of another's advertising idea in the **Named Insured's Advertisement**; or
- f) infringing upon another's copyright, trademark, trade dress, slogan, or other similar intellectual property in the **Named Insured's Advertisement**.

29. **Policy Period** means the time period identified in Item 2 of the Declarations.

30. **Professional Services** means the **Named Insured's** or an **Employee's** rendering or failure to render **Health Care Services** in the treatment or care of a resident and/or patient. **Professional Services** is deemed to include the acts by a **Good Samaritan**. **Professional Services** does not include any advertising or marketing.

31. **Property Damage** means:

- a) physical injury or destruction of tangible property, including all loss of use thereof as a result of such physical injury or destruction provided such loss of use shall be deemed to have occurred at the time of the physical injury that caused it;
- b) loss of use of tangible property that is not physically injured provided that loss of use shall be deemed to have occurred at the time of the **Event** that caused it; or
- c) loss of resident's and/or patient's personal property up to a maximum of \$1,000 (with a nil **Deductible**) per resident and/or patient during the **Policy Period**, subject to satisfactory proof of loss .

32. **Retroactive Date** means the date and time identified in Item 4 of the Declarations.

33. **Your Product** means:

- a) any goods or products, other than real property, manufactured, sold, handled, distributed, or disposed of by:



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1. the **Named Insured**;
  - b) containers (other than vehicles), materials, parts, or equipment furnished in connection with such goods or products;  
and **Your Product** includes:
  - c) warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **Your Product**.
34. **Your Work** means:
- a) work or operations performed by the **Named Insured** or on behalf of the **Named Insured**; and
  - b) materials, parts or equipment furnished in connection with such work or operations  
and **Your Work** includes:
  - c) warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **Your Work**.

### C. NOTICE PROVISIONS

1. As an express condition precedent to coverage under this Policy and any of the Company's obligations under this Policy, the **Insured**:
  - a) must provide written notice of any **Claim** as soon as practicable during the **Policy Period**; or,
    1. if after the **Policy Period**:
      - a. during the **Extended Reporting Period**, if purchased;
      - b. if arising from an **Event** for which notification was provided under Section C.2., as soon as practicable after the date the **Insured** first received the **Claim**; or
      - c. no later than 30 calendar days after the **Policy Period** and within 30 calendar days of the date the **Insured** first received the **Claim**; and
    - b) must provide notice of any **Event** as soon as practicable following such **Event**. Notification of an **Event**, absent a **Claim**, does not result in any independent response by the Company.
  2. If, during the **Policy Period** or any **Extended Reporting Period**, any **Insured** becomes aware of a specific **Event** that may give rise to a **Claim** in the future, and



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if the **Insured**, during the **Policy Period** or an **Extended Reporting Period**, gives written notice as soon as practicable following the **Event** of:

- a) the specific details of the **Event**, including but not limited to: the names of all people known to be involved in the **Event**, the names of all people who witnessed the **Event**, and the date(s) and location(s) of the **Event**;
- b) the consequences which have resulted or may result from the **Event**; and
- c) the circumstances by which the **Insured** became aware of the **Event**,

then any **Claim** made after the **Policy Period** or any **Extended Reporting Period** arising out of such **Event** shall be deemed to have been first made at the time such notice under this subsection C.2. was first provided by the **Insured**.

Provided, however, that if the **Insured** voluntarily cancels the Policy, does not renew the Policy, or does not purchase an **Extended Reporting Period**, then within the final 60 days of the **Policy Period**, the **Insured** may only provide notification under this subsection C.2. of **Events** that occurred during the final 90 calendar days of the **Policy Period**.

3. A **Claim** is deemed first made the moment any **Insured**, or the agent of any **Insured**, receives actual or constructive notice of a **Claim**. For purposes of this provision, the filing of a complaint or summons alone, absent an **Insured's** formal or informal service or notification, shall not be deemed constructive notice.
4. Notice to the Company must be in writing and provided via registered mail, overnight courier, facsimile, or email to the **Location** identified in Item 5 of the Declarations. Notification to any other person or entity, including notice to any broker(s), agent(s), consultant(s), or underwriter(s), shall not be deemed effective notice to the Company.
5. Any **Insured's** violation of Section C of this Policy, even if without prejudice to the Company, shall act as a forfeiture of any coverage that may have otherwise existed for such **Claim**.

#### **D. COOPERATION AND ASSISTANCE (INCLUDING EXAMINATION UNDER OATH)**

1. As an express condition precedent to coverage under this Policy, the **Insureds** must cooperate and assist the Company, the Company's representatives, and the appointed defense counsel in all aspects of the investigation (including investigation of coverage) and defense of any **Claim**; and shall, upon request and without charge to the Company:
  - a) submit to examination under oath by a representative of the Company at a location no more than a 100 miles radius from the address identified in Item 1, or as otherwise agreed by the Company and the **Insured**;



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- b) attend hearings, depositions, and trials; and
  - c) assist in effecting any settlement, securing and giving evidence, and obtaining the attendance of witnesses.
2. All **Insureds** shall cooperate with the Company to do whatever is necessary to secure and affect any rights of indemnity, contribution, or apportionment. Any failure of any **Insured** to cooperate that prejudices the Company's ability to investigate or defend any **Claim** shall nullify coverage for such **Claim** and disqualify the **Named Insured** from being eligible to exercise the option to purchase an **Extended Reporting Period** endorsement.
  3. Upon an **Event**, or receipt of a **Claim**, for which coverage is sought under this Policy, as an express condition precedent to coverage under this Policy, no **Insured** shall, without prior written consent of the Company, communicate orally or in writing with the claimant or the claimant's representative or attorney concerning the circumstances of the **Claim** or **Event** unless such communications are necessary for the provision of **Professional Services**. If such communication is mandated by law, the Company shall be notified in advance of any such communication in writing, and the Company shall not unreasonably withhold written consent to such communication. Any **Insured's** violation of this provision, even if without prejudice to the Company, shall act as a forfeiture of any coverage that may have otherwise existed for such **Claim** or **Event**.
  4. No **Insured** shall, except solely at his/her/its own expense, make any payment, admit any liability, agree to any settlement of a **Claim**, incur any expenses, or assume any obligations without the Company's prior written consent.
  5. The **Named Insured** also agrees to cooperate, assist, and consent to the completion and submission of special verdict forms or other written inquiries to the trier of fact for the purpose of determining the basis for the **Insured's** liability, and the Company's coverage obligation for, any **Loss** awarded (if any).
  6. The **Insureds** will provide full cooperation and all information and particulars that the Company may request to conduct an investigation, defend a **Claim**, or reach a settlement of the **Claim**. The **Insureds** agree that, in the event of an **Event** or a **Claim**, they will do nothing that may increase the Company's liability, compromise any defenses, or prejudice the Company's position or rights of recovery.
  7. All **Insureds** agree that the **Named Insured** is authorized to speak and act on behalf of all other **Insureds** with respect to any **Claim**, **Event**, or other action under this Policy.

## E. EXCLUSIONS





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The Company is not obligated to defend or pay any **Loss, Defense Costs, or Medical Payments** on account of any **Claim**:

1. based on, arising out of, or in any way involving, in whole or in part, any conduct, act, error or omission by any **Insured** to the extent the conduct, act, error or omission occurred:
  - a) before the earlier of: (i) when such **Insured** became an **Insured**, or (ii) the **Retroactive Date** applicable to such **Insured**; or
  - b) after such **Insured** ceased to be an **Insured**;
2. based on, arising out of, or in any way involving, in whole or in part, any **Event**, fact, circumstance, or situation, or series of related **Events**, facts, circumstances, or situations, that was the subject of a written notice given prior to the inception of the **Policy Period** under any other policy or policies;
3. based on, arising out of, or in any way involving, in whole or in part, any **Professional Services** performed, in whole or in part, prior to the **Retroactive Date**;
4. based on, arising out of, or in any way involving, in whole or in part, any **Professional Services** which occur:
  - a) while any **Insured's** professional license to practice is inactive, under suspension, has been revoked, surrendered, or otherwise, terminated; or
  - b) while any **Insured** is in violation of an aftercare program involving his/her personal drug or alcohol rehabilitation, while under supervision by a set diversion program;

Provided, however, that this exclusion shall not apply to the **Named Insured's** vicarious liability;
5. based on, arising out of, or in any way involving, in whole or in part, any obligation except that arising out of the provision of **Professional Services**, provided this exclusion shall not apply to Insuring Agreements A.2., A.3., A.4., or A.5;
6. based on, arising out of, or attributable to, in whole or in part, the liability of others assumed by an **Insured** under any oral or written contract or agreement, except to the extent the **Insured** would have been liable in the absence of such contract or agreement;
7. based on, arising out of, or attributable to, in whole or in part, the liability of any individual or entity acting as an independent contractor for an **Insured**, provided this exclusion shall not apply to any **Claim** for the **Insured's** vicarious liability with respect to such independent contractor.



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8. based on, arising out of, or attributable to, in whole or in part, any actual or alleged injury to any owner, partner or employee of the **Insured** or of any party contracted by the **Insured** or which is a subcontractor to the party contracted by the **Insured**, whether such contract is written, verbal or implied.
9. based on, arising out of, or attributable to, in whole or in part, any business dispute, including but not limited to any: interference with business relations; interference with contract; breach of contract; interference with prospective business advantage; unfair competition; unlawful, unfair, or fraudulent business practices; unfair, deceptive, untrue, or misleading advertising; misappropriation of trade secrets; or other unfair trade practice or business practice;
10. brought by, on behalf of, or with the assistance of, in whole or in part, any:
  - a) **Insured**, unless such **Claim** is brought by an **Insured** in his/her capacity as a resident and/or patient;
  - b) entity, which at the time of the **Event**, at the time of the **Claim**, or during the pendency of the **Claim**:
    1. is or was to any extent owned or controlled by any **Insured**;
    2. is or was to any extent affiliated with any **Insured** through any common ownership or control; or
    3. is or was to any extent acting with any **Insured** as a director, officer, partner, or principal shareholder; or
  - c) **Employee**, former **Employee**, or job applicant of any **Insured**, solely in his/her/its capacity as such;
11. based on, arising out of, or in any way involving, in whole or in part, any **Professional Services** actually or allegedly rendered or failed to render while any **Insured** involved in such **Professional Services** is under the influence of any type of alcohol, narcotic, hallucinogenic agent, or any other type of intoxicant; provided, however, that this exclusion shall not apply to the **Named Insured's** vicarious liability;
12. based on, arising out of, or in any way involving, in whole or in part, any deliberately dishonest, malicious, criminal, or fraudulent act or omission, or any willful violation of civil law by an **Insured** or at the direction or ratification of an **Insured**; provided, however, that this exclusion shall only apply following a final adjudication or admission that such **Insured** committed, participated in, or had knowledge of such conduct;
13. based on, arising out of, or in any way involving, in whole or in part, any actual or alleged fraud, abuse, or non-compliance with Medicare/Medicaid regulations even if such activities are related to **Professional Services**;



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14. for any actual or attempted sexual act(s), sexual contact or intimacy with a resident and/or patient, or threatened sexual abuse, sexual molestation, sexual assault, sexual battery, or sexual exploitation of a resident and/or patient, or the negligent supervision, hiring, training, or investigation in connection with the foregoing, even if such sexual acts/molestation are/is related to **Professional Services**. Provided that this exclusion shall only apply following a determination, in fact, that the aforementioned acts, or attempted acts, occurred;
15. based on, arising out of, or in any way involving, in whole or in part, the actual or alleged misuse of funds, grants, or appropriations or for the return of such funds, grants, or appropriations for any reason;
16. for any criminal fines or penalties, criminal charges or indictments, bail bonds, criminal proceedings, criminal investigations, or **Defense Costs** incurred in connection with any of the foregoing;
17. based on, arising out of, or in any way involving, in whole or in part, any **Insured** gaining any profit, remuneration or financial advantage to which such party was not legally entitled;
18. based on, arising out of, or in any way involving, in whole or in part, any fee disputes for resident and/or patient treatment;
19. based on, arising out of, or in any way involving, in whole or in part, any medical records that have been amended, appended, deleted, corrected, falsified, edited, altered, or modified not in accordance with generally accepted standards by any **Insured**, at any **Insured's** direction, or by any person for whose acts or omissions any **Insured** is legally responsible;
20. based on, arising out of, or in any way involving, in whole or in part, any defective, counterfeit, or recalled product, including but not limited to any drug or other pharmaceutical product;
21. based on, arising out of, or in any way involving, in whole or in part, any use, administration, prescription, recommendation, or dispensing of any drug, pharmaceutical, or class 3 medical device disapproved, or not yet approved, by the United States Food and Drug Administration for treatment of natural persons or for any unapproved or "off-label" use;
22. based on, arising out of, or in any way involving, in whole or in part, any experimental or investigational procedures, clinical trial, devices(s) or practice protocols;
23. based on, arising out of, or in any way involving, in whole or in part, any design, development, manufacture, assembly, sale, trade, or advertising of any goods, materials, products, or devices by the **Insured** or any other entity doing business



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- under the **Insured's** name, ratified by the **Insured**, or with the **Insured's** permission;
24. based on, arising out of, or in any way involving, in whole or in part, any guarantee of cure or particular results or outcome of **Professional Services** rendered by the **Insured**;
  25. based on, arising out of, or in any way involving, in whole or in part, the loading, unloading, or operation of any aircraft, watercraft, or motor vehicle designed for travel on public roads; provided this exclusion does not apply to the loading or unloading of residents and/or patients within the scope of the provision of **Professional Services** and does not apply to single occupant motorized chairs, lifts, or other apparatuses intended to assist in the movement of mobility impaired residents and/or patients within the scope of the provision of **Professional Services**.
  26. based on, arising out of, or in any way involving, in whole or in part any damage to real or personal property in the care, custody, or control of an **Insured**, or for any damage to real or personal property owned, rented, or occupied by an **Insured**, even if such damage arises out of the provision of **Professional Services**; provided this exclusion shall not apply to Insuring Agreement A.2.
  27. based on, arising out of, or in any way involving, in whole or in part:
    - a) the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of any hazardous substances, wastes or pollutants, regardless whether such was accidental or intentional;
    - b) any error or omission committed or alleged to have been committed by any **Insured** which in any manner related to or arises out of the actual, alleged or threatened discharge, dispersal, release, escape or seepage of any hazardous substances, toxic substances, wastes or pollutants; or
    - c) any direction, request, demand, order or voluntary decision to test for, abate monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants, nuclear material or nuclear waste;

Pollutants include, but are not limited to, any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, odors, noise, lead, oil or oil products, radiation, asbestos or asbestos-containing products and waste, and any electric, magnetic or electromagnetic field of any frequency. Waste includes, but is not limited to, medical waste, material to be recycled, reconditioned or reclaimed;
  28. based on, arising out of, or in any way involving, in whole or in part, any hazardous properties of any nuclear material or in connection with any nuclear facility, however caused;



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29. based on, arising out of, or in any way involving, in whole or in part, the **Insured's** handling, selling, distribution, disposal, use of or exposure to asbestos, asbestos dust, asbestos fibers or asbestos products, however caused, or any consequence of any of these;
30. based on, arising out of, or in any way involving, in whole or in part, exposure to, presence of, remediation of, or testing for: lead, mold, mildew, spores, mycotoxins, fungi, organic pathogens, or other microorganisms of any type, nature, or description.
31. based on, arising out of, or in any way involving, in whole or in part, any obligation of any **Insured** under any workers' compensation, employers' liability, disability benefits, unemployment compensation, or similar law;
32. based on, arising out of, or in any way involving, in whole or in part, any actual or alleged discrimination of any kind, including but not limited to allegations of harassment, civil rights violations or any other discrimination based on race, color, creed, age, gender, sexual preference or orientation, national origin, physical handicap, HIV and AIDS status, disability, or marital status, even if such discrimination is related to **Professional Services**;
33. based on, arising out of, or in any way involving, in whole or in part, any actual or alleged violation of:
  - a) The Employee Retirement Income Security Act of 1974. This includes fiduciary liability or liability arising out of the administration of any employee benefit plan;
  - b) The Securities Act of 1933;
  - c) The Securities Exchange Act of 1934;
  - d) The Immigration and Nationality Act;
  - e) Any state Blue Sky or securities law; or
  - f) The Fair Labor Standards Act, the National Labor Relations Act of 1938, the Worker Adjustment and Retraining Notification Act (Public Law 100-379 of 1988), the Consolidated Omnibus Budget Reconciliation Act of 1985, or the Occupational Safety and Health Act;

This exclusion also applies to any rules or regulations promulgated under any of the foregoing, amendments thereto, or any similar provisions of any federal, state or local laws;

34. based on, arising out of, or in any way involving, in whole or in part, any actual or alleged anti-trust law violation, or any agreement or conspiracy to do any unlawful tortuous act, restraint of trade, unfair trade or business practices, abuse of process,



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slander and/or libel, interference with any contract, statements or acts which allegedly violate state and/or federal anti-trust laws, or unfair competition, even if such activities are related to **Professional Services**;

35. based on, arising out of, or in any way involving, in whole or in part, any actual or alleged misappropriation of ideas, information or materials, infringement of copyright, trademark, patent, title or slogan, improper gaining or misuse of confidential or proprietary information, materials or trade secrets, advertising injury, interference with actual or prospective business relationships, contracts or contractual relationships, or unfair competition;
36. based on, arising out of, or in any way involving, in whole or in part, any misuse, disclosure, release of, or access to, health, financial, credit card, or other private, confidential, or proprietary information, including any actual or alleged, act, error, or omission in violation of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any regulations promulgated therewith, including but not limited to the Privacy Rule and the Security Rule; or
37. based on, arising out of, or in any way involving, in whole or in part, any cyber liability, including but not limited to any: network security breach, hacker attack, computer virus, theft of electronic data, denial of service attack, theft or loss of personally identifiable non-public data, failure/malfunction/inadequacy of any electronic data processing equipment or media, or data extortion costs.

The following Exclusions are only applicable to Insuring Agreement A.2.:

38. based on, arising out of, or in any way involving, in whole or in part, any **Property Damage** to:
  - a) property that the **Named Insured** owns, rents, or occupies;
  - b) property that the **Named Insured** sells, gives away, or abandons;
  - c) property loaned to the **Named Insured**;
  - d) personal property in the care, custody or control of any **Insured**;
  - e) that particular part of the real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on behalf of the **Named Insured** are performing operations, if the **Property Damage** arises out of those operations; or
  - f) that particular part of any property that must be restored, repaired, or replaced because **Your Work** was incorrectly performed on it;
39. based on, arising out of, or in any way involving, in whole or in part, any **Property Damage to Your Product** arising out of such product or any part of it, or any **Property Damage to Your Work** arising out of such work or any part of it.



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40. based on, arising out of, or in any way involving, in whole or in part, any **Property Damage to Impaired Property** or property that has not been physically injured arising out of:
- a) a defect, deficiency, inadequacy or dangerous condition in **Your Product** or **Your Work**; or
  - b) a failure by the **Named Insured** or anyone acting on behalf of the **Named Insured** to perform a contract or agreement in accordance with its terms.
41. based on, arising out of, or in any way involving, in whole or in part, any:
- a) loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal, or disposal of **Your Work, Your Product, or Impaired Property**; or
  - b) actual or alleged pathogen, including but not limited to any communicable disease, virus, or bacteria.
42. for any **Medical Payments**: to any **Insured**, to any current residents and/or patients (at time of injury), to any person hired to do work for or on behalf of any **Insured** or any tenant of an **Insured**, to any person injured on that part of the premises owned or rented by the **Insured** that the person normally occupies.

The following Exclusion is only applicable to Insuring Agreement A.5.:

43. based on, arising out of, or in any way involving, in whole or in part, any:
- a) failure of any investment to perform;
  - b) errors in providing information on past performance of investment vehicles;
  - c) advice given to any person with respect to that person's decision to participate or not participate in any plan included in the **Employee Benefit Program**;
  - d) failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or similar law; or
  - e) **Employee Benefit Program** benefits to the extent that such benefits are available, after reasonable effort and cooperation of an **Insured**, from the applicable funds accrued or other collectible insurance.

## F. LIMIT OF LIABILITY AND DEDUCTIBLES

1. The amount listed as the Policy Aggregate in Item 3.A. of the Declarations is the absolute maximum cumulative amount of **Loss, Defense Costs, Medical**



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- Payments, Legal/Media Expense, and Evacuation Expense** the Company will pay, in total, under the Policy, and is further reduced by the amount of any applicable **Deductible**. In no event will the Company pay more than the Policy Aggregate.
2. The amount listed as the Per **Insured Person Limit of Liability** in Item 3.B. of the Declarations is the absolute maximum amount of **Loss, Defense Costs, Medical Payments, and Legal/Media Expense** the Company will pay under the Policy for or on behalf of any single **Insured Person**, and is further reduced by the amount of any applicable **Deductible**. The Per **Insured Person Limit of Liability** does not act or operate to increase any other **Limit of Liability** in Item 3. of the Declarations, and solely operates to act as a limitation of the Company's exposure to any single **Insured Person**.
  3. The amounts listed as the Per **Claim All Insureds Limit of Liability** applicable to Insuring Agreement A.1., Insuring Agreement A.2., and Insuring Agreement A.5 in Items 3.C., 3.D., and 3.G. of the Declarations is the maximum aggregate amount of **Loss, Defense Costs, and Medical Payments** the Company will pay under the Policy for each **Claim** under Insuring Agreement A.1., Insuring Agreement A.2., or Insuring Agreement A.5, and is further reduced by the amount of any applicable **Deductible**. In no event will the Company pay more **Loss, Defense Costs, and Medical Payments** than the Per **Claim All Insureds Limit of Liability** for any **Claim**. All **Insureds** share and erode the Per **Claim All Insureds Limit of Liability**, subject to any other applicable **Limit of Liability**. The amount listed as the Per **Claim Medical Payments** Sublimit applicable to Insuring Agreement A.2. in Item 3.D. of the Declarations is the maximum amount of **Medical Payments** the Company will pay for each **Claim** under Insuring Agreement A.2.
  4. The amount listed as the Per **Legal/Media Event Limit of Liability** applicable to Insuring Agreement A.3. in Item 3.E. of the Declarations is the maximum amount of **Legal/Media Event Expense** the Company will pay under the Policy for each **Legal/Media Event** under Insuring Agreement A.3, and is further reduced by the amount of any applicable **Deductible**. All **Insureds** share and erode the Per **Legal/Media Event Limit of Liability**, subject to any other applicable **Limit of Liability**.
  5. The amount listed as the Per **Evacuation Limit of Liability** applicable to Insuring Agreement A.4. in Item 3.F. of the Declarations is the maximum amount of **Evacuation Expense** the Company will pay under the Policy for each **Evacuation** under Insuring Agreement A.4, and is further reduced by the amount of any applicable **Deductible**. All **Insureds** share and erode the Per **Evacuation Limit of Liability**, subject to any other applicable **Limit of Liability**.
  6. The amount listed as the Per **Claim all Insureds Limit of Liability** applicable to Insuring Agreement A.5. in Item 3.G. of the Declarations is the maximum amount





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- of **Loss** the Company will pay under the Policy for each **Claim** alleging an **Employee Benefits Wrongful Act** under Insuring Agreement A.5, and is further reduced by the amount of any applicable **Deductible**. All **Insureds** share and erode the Per **Claim** all **Insureds Limit of Liability**, subject to any other applicable **Limit of Liability**.
7. To the extent any **Claim** has as a common nexus any fact, circumstance, situation, **Event**, transaction, cause or series of facts, circumstances, situations, **Events**, transactions, or causes that also gave rise to a **Legal/Media Event** or **Evacuation**, any **Legal/Media Event Expense** or **Evacuation Expense** will reduce the Per **Claim** All **Insureds Limit of Liability** applicable to such **Claim**.
  8. If the **Limit of Liability** applicable to any **Claim** is exhausted through the payment of **Loss**, **Defense Costs**, **Medical Payments**, **Legal/Media Expense**, and **Evacuation Expense**, then the Company shall have no further obligations, and have no further obligation to provide a defense, in connection with such **Claim**.
  9. If the Policy Annual Aggregate is exhausted through the payment of **Loss**, **Defense Costs**, **Medical Payments**, **Legal/Media Expense**, and **Evacuation Expense**, then the Company shall have no further obligations in connection with the Policy and shall have no further obligation to provide a defense.
  10. **Defense Costs** are part of, and operate to reduce or erode, the applicable **Limit of Liability**, unless otherwise noted by Endorsement to this Policy.
  11. The **Named Insured** is responsible for the payment of any applicable **Deductible** identified in Item 3 of the Declarations within ten calendar days after the **Named Insured's** receipt of a written demand for the payment of the **Deductible** by the Company. The payment of the **Deductible** is a condition precedent to the Company's obligations under the Policy, including the obligation to pay **Loss**, **Defense Costs**, **Medical Payments**, **Legal/Media Expense**, and **Evacuation Expense**. Amounts paid by the **Named Insured** within as **Deductible** act to erode or reduce the applicable **Limit of Liability**.
  12. The **Limit of Liability** for any **Extended Reporting Period** purchased pursuant to Section Q. of this Policy is part of, and not addition to, the applicable **Limit of Liability** provided in Item 3 of the Declarations, and is further reduced by the amount of any applicable **Deductible**. The purchase of an **Extended Reporting Period** does not act to increase or reinstate any **Limit of Liability** set forth in Item 3 of the Declarations.

## G. DEFENSE AND SETTLEMENT

1. The Company has the right and duty to defend any **Claim** covered by the Policy and such obligation is limited to the payment of amounts constituting **Defense**



**Costs.** The Company will appoint an attorney to defend any covered **Claim**. The Company has the right, but not the duty or obligation, to investigate any **Event** and the costs of any such investigation will be deemed **Defense Costs**, even if incurred prior to the existence of a **Claim**.

2. The **Insureds** will not incur any **Defense Costs**, retain defense counsel, settle, or offer to settle any **Claim**, assume any contractual obligation, admit liability, voluntarily make any payment or confess or otherwise consent to any damages or judgments with respect to any **Claim** without the Company's prior written consent. The Company will not be liable for any **Defense Costs**, settlement, assumed obligation, admitted liability, voluntary payment, confessed damages, or judgments to which the Company has not consented in writing.
3. The Company's obligations under the Policy, including but not limited to the Company's duty to defend any **Claim** will end once the applicable **Limit of Liability** is exhausted by the payment of covered **Loss**, **Defense Costs**, and **Medical Payments**. The Company's duty and obligation to defend any **Claim** also will end when and if, solely at the Company's option, the Company tenders to an **Insured**, to any plaintiff or plaintiffs, or into any court of competent jurisdiction, the applicable **Limit of Liability** under the Policy. Such tender will not only end the Company's duty to defend, but will constitute full satisfaction of all of the Company's duties and obligations under the Policy with respect to that **Claim**. If the Company's duty to defend ends with respect to any **Claim**, the Company will notify the **Named Insured** so that the **Named Insured** can arrange to take control of the defense of the **Insureds**. The Company will take whatever reasonable steps are necessary to avoid a default judgment during a transfer of control of the defense of any such **Claim**. If the Company does so, the **Named Insured** agrees to repay the reasonable fees, costs, and expenses incurred by the Company in excess of the applicable **Limit of Liability** during the transfer and further agrees that, in undertaking the steps necessary to avoid a default judgment during the transfer, the Company has not waived any rights under this Policy.
4. The Company may settle any **Claim** for any monetary amount within the available **Limit of Liability** that the Company considers reasonable, without the consent of an **Insured**.

## H. INTERRELATED CLAIMS

All **Interrelated Claims** shall be deemed to constitute one **Claim**, and shall be deemed to have been first made on the date the earliest such **Claim** was in fact first made against an **Insured**, regardless of whether such date is before or during the **Policy Period**. The date



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a **Legal/Media Event** or an **Evacuation** occurred shall not affect the date a **Claim** is deemed first made.

#### **I. OTHER INSURANCE**

This Policy shall only apply as excess over any other valid and collectible insurance. This Policy shall be specifically excess of any other policy pursuant to which any other insurer has a duty or obligation to defend a **Claim**.

#### **J. CHANGES IN EXPOSURE**

1. If the **Named Insured** acquires or creates another entity or acquires or creates a new operation or facility not specifically identified in the Declarations or an Endorsement to this Policy, coverage will not be available to such entity or operation unless and until the Company provides our prior written agreement to extend such coverage. The Company will be entitled to impose such amended terms and conditions and adjust the premium as the Company may require.
2. If during the **Policy Period** the **Named Insured** is acquired by, or majority control is assumed by, another entity, coverage under this Policy will continue but only with respect to any **Event(s)** taking place prior to the effective date of the acquisition or change of control.
3. If during the **Policy Period** the **Named Insured** is acquired by, or control is assumed by, another entity as described (2), above, the **Named Insured** must give the Company notice as soon as practicable, but in any event within thirty (30) days. This Policy may be cancelled after the effective date of the acquisition or change of control and the premium will be deemed fully earned on such date.

#### **K. REPRESENTATIONS AND SEVERABILITY**

In issuing the Policy, the Company relied upon the statements and representations in the **Application**. The **Insureds** warrant that all such statements and representations are true and it is understood and agreed that all such statements and representations are deemed material to the acceptance of the risk or the hazard assumed by the Company under this Policy.

The **Insureds** agree that in the event any such statements or representations are false, this Policy will not afford any coverage for any **Claim** based on, arising out of, or in any way involving, in whole or in part such false statement or representation.

In the event that any provision(s) of this Policy is determined to be invalid and/or unenforceable, any such provision(s) shall be severable from the remainder of this Policy



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and shall not cause the invalidity or unenforceability of the remaining provisions of this Policy.

#### **L. AUTHORIZATION CLAUSE**

By acceptance of this Policy, the **Named Insured** agrees to act on behalf of the **Insureds** with respect to the giving and receiving of notices concerning **Events** and **Claims**, cancellation, the payment of premiums, the receiving of any return premiums that may become due under this Policy, the agreement to and acceptance of endorsements, and the giving or receiving of any other notice provided for in this Policy, and the **Insureds** agree that the **Named Insured** will act on his/her/its behalf.

#### **M. SUBROGATION**

In the event of any payment under this Policy, the Company will be subrogated to all of the **Insureds'** rights of recovery against any person or entity other than an **Insured** or an **Employee**. All **Insureds** shall cooperate with the Company and execute and deliver instruments or papers and do whatever else is necessary to secure and preserve such rights. The **Insureds** shall do nothing to waive or prejudice our rights of recovery against any third parties.

#### **N. ALTERATION AND ASSIGNMENT**

This Policy cannot be changed, modified, altered, amended or assigned without the Company's prior written agreement. No **Insured** may assign his/her/its right(s) under the Policy, including any right to Policy proceeds, without the Company's prior written consent. Absent the Company's prior written consent, no third parties and no assignees shall have any rights under this Policy.

#### **O. ACTION AGAINST THE COMPANY**

No action shall lie against the Company unless, as an express condition precedent thereto, there has been full compliance with all terms, conditions, and covenants of this Policy. No person or organization shall have any right under this Policy to join the Company as a party to any action against **Insureds** to determine the **Insured's** liability, nor shall the Company be impleaded by the **Insureds** or their legal representatives.

#### **P. MANDATORY BILATERAL BINDING ARBITRATION**

This Section P. only applies to the extent not prohibited by the law pursuant to which this Policy is interpreted.



The Company and the **Insureds** agree that any and all disputes, controversies, or claims arising out of or relating to the Policy or its breach, termination, interpretation, or invalidity, shall first be negotiated in a non-binding mediation. Sixty calendar days following the declaration of a mediation impasse, the dispute may be submitted to final and binding arbitration pursuant to such rules and procedures as the parties may agree. If the parties cannot agree, the arbitration shall be administered by JAMS in accordance with its then prevailing Streamlined Arbitration Rules. In the event of arbitration, whether administered by the rules and procedures the parties have agreed, or if the parties cannot agree, as administered by JAMS, the panel shall consist of one arbitrator selected by JAMS, and the arbitrator shall not have the right to award punitive, exemplary, bad faith, or extra-contractual damages. In any arbitration, each party will bear its own legal fees and expenses. Judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The Company and the **Insureds** agree to waive their right to have any dispute adjudicated in a court of law and agree that final binding arbitration is the sole adjudicatory remedy of any disputes, controversies, or claims arising out of or relating to the Policy. The Company and the **Insureds** agree that any mediation or arbitration will take place in the state indicated in Item 1 of the Declarations, and will be governed by the substantive laws of the state indicated in Item 1 of the Declarations.

The Company and all **Insureds** knowingly agree that this provision eliminates the ability to have such disputes adjudicated in a public state or federal court. The Company and all **Insureds** further agree that, in the event a motion to compel arbitration is necessitated by one party's refusal to adhere to this provision, and if such a motion to compel arbitration is successful, the unsuccessful party shall reimburse and indemnify the successful party for the fees and costs associated with seeking the enforcement of this section.

#### **Q. EXTENDED REPORTING PERIOD**

In the event that this Policy is not renewed or is cancelled, other than for the non-payment of premium, and the **Named Insured** does not replace this Policy with another policy providing the same or similar coverage, then the **Named Insured** shall have the right:

1. upon payment of an additional premium of a maximum of 152% of the premium charged for the non-renewed or cancelled Policy, to an extension of the coverage available under Insuring Agreements A.1 and A.2 this Policy, for a period of twelve months following the effective date of such non-renewal or cancellation, but only for **Claims** based on **Events** first taking place subsequent to the **Retroactive Date** and prior to the effective date of such non-renewal or cancellation; or
2. upon payment of an additional premium of a maximum of 300% of the premium charged for the non-renewed or cancelled Policy, to an extension of the coverage available under Insuring Agreements A.1 and A.2 this Policy, for a period of forty-eight months following the effective date of such non-renewal or cancellation, but



only for **Claims** based on **Events** first taking place subsequent to the **Retroactive Date** and prior to the effective date of such non-renewal or cancellation.

A written request for the **Extended Reporting Period** must be received by the Company within fifteen calendar days from the effective date of the non-renewal or cancellation. As an express condition precedent to coverage, the premium due for the **Extended Reporting Period** must be received by the Company within thirty days of the election to purchase an **Extended Reporting Period**.

Only the **Named Insured** may elect to purchase the **Extended Reporting Period**.

The entire premium for the **Extended Reporting Period** shall be deemed fully earned and non-refundable upon payment.

The purchase of an **Extended Reporting Period** does not act to increase or reinstate the **Limit of Liability** set forth in Item 3 of the Declarations.

## R. NON-RENEWAL

If the Company decides not to renew this Policy, the Company will mail or deliver to the **Named Insured** written notice of non-renewal not less than thirty days (or longer, if required by law) before the expiration date. If the notice is mailed, proof of mailing will be sufficient notice of non-renewal.

## S. POLICY CANCELLATION

### 1. Insured's Request

- a) The **Named Insured** may cancel this Policy at any time by sending written notice to the Company at the address in Item 5 of the Declarations stating when, thereafter, such cancellation shall be effective. Proof of mailing of such notice shall be sufficient proof of notice. The effective date and hour of cancellation as stated in the notice shall become the end of the **Policy Period**.
- b) If the **Named Insured** cancels this Policy, the Company will return 90% of the unearned *pro rata per diem* premium to the **Named Insured** subject to a minimum retained earned premium of twenty-five percent of the total premium for the Policy.

### 2. Company's Request

- a) The Company may terminate coverage under this Policy by mailing notice to the address in Item 1 the Declarations or to last known address



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of the **Named Insured**, stating the Company's intent to cancel this Policy not less than thirty days prior to the effective cancellation date (or longer, if required by law). Such notice shall include the effective cancellation date of the Policy. Any unearned *pro rata per diem* premium, if any, will be refunded to the **Named Insured**.

3. Non-payment of Premium

- a) The policy premium is due and payable on or before the first day of the **Policy Period**, unless otherwise agreed by the Company in writing. Non-payment or incomplete payment of the premium owed (or the late payment of premium pursuant to any installment plan) shall be treated as an election by the **Named Insured** to cancel the Policy effective on 12:01 am on the first day of the **Policy Period**. Any unearned *pro rata per diem* premium, if any, will be refunded to the **Named Insured**. The Company may refund any unearned premium financed by a third party to, or as directed by, such third party. In the event the Policy is cancelled pursuant to this section, the **Named Insured** will be disqualified from being eligible to exercise the option to purchase an **Extended Reporting Period** endorsement.

**T. ASSESSABILITY**

This Policy is non-assessable.

**U. BANKRUPTCY OR INSOLVENCY**

Bankruptcy or insolvency of any **Insured** shall not relieve the Company of any of its obligations under this Policy, provided the **Insured** shall provide any reasonable assistance and cooperation necessary to lift any automatic stay or injunction that may apply to the payment of any proceeds of this Policy. The bankruptcy or insolvency of any **Insured** shall not modify any obligations of such **Insured** under this Policy.

**V. INSPECTION AND AUDIT**

The Company, at its sole discretion, may examine and audit the **Insured's** books and records, at any time for any reason, at the Company's expense. If the Policy premium is based on number of residents and/or patients or on any other objective variable, the **Named Insured** agrees to provide completed and notarized audit forms confirming such objective variable(s) within 30 calendar days of receiving such audit forms from the Company.

**W. COORDINATION OF INSURING AGREEMENTS**



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In the event that any **Claim** or **Interrelated Claim** is the subject of coverage under more than one Insuring Agreement, the largest applicable **Limit of Liability**, and its corresponding **Deductible**, shall be applied to the entire **Claim** or **Interrelated Claim**. Under no circumstances will more than one **Limit of Liability** or more than one Insuring Agreement be available to any **Claim** or **Interrelated Claim**.

#### **X. NON-STACKING OF LIMITS**

If this Policy and any other insurance policy, which the Company or any affiliated or related Company issued to any **Insured**, applies to the same **Claim, Interrelated Claim, or Event**:





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1. the **Limit of Liability** of this Policy shall be reduced to equal the same proportion of the **Limit of Liability** shown in the Declarations that the **Limit of Liability** shown in the Declarations under this Policy bears to the total limits of liability of all such policies, and;
2. the maximum aggregate amount payable under all such policies shall not exceed the limit of liability of the single policy which reflects the largest limit of liability.

Nothing contained in this Section shall be construed to increase the **Limit of Liability** available under this Policy.

This section does not apply to any policy issued by the Company or any affiliated company specifically identified as excess insurance over this Policy.



## FUTURE CARE RISK RETENTION GROUP

ATTACHING TO AND FORMING A PART OF COVERAGE FORM AG1122-0120

### REIMBURSEMENT ONLY COVERAGE ENDORSEMENT

It is expressly understood and agreed that:

1. Insuring Agreements A.1., A.2., and A.5. are modified by deleting the phrase “first made during the **Policy Period** and reported pursuant to Section C of this Policy” and deleting subsection c) of Insuring Agreements A.1., A.2., and A.5.
2. The phrase “The Company will pay” in Insuring Agreements A.1., A.2., and A.5., is replaced with the phrase “Upon satisfactory proof of payment, the Company will reimburse”
3. Sections C.1., C.2., and C.3. are deleted and replaced with the following:


As an express condition to coverage under this Policy and any of the Company’s obligations under the Policy:

- 1) the **Insured** must seek reimbursement from the Company in writing during the **Policy Period** for **Loss, Medical Payments, or Legal/Media Expense** paid by the **Insured** pursuant to an Insuring Agreement and not otherwise excluded by Section E. or any other provision of the Policy;
  - 2) the request for reimbursement must be fully supported by any documentation or information reasonably requested by the Company; and
  - 3) any request for reimbursement must be actually received by the Company during the **Policy Period**, without allowance for any grace period before or after the **Policy Period**.
4. Section D. is deleted.
  5. Section G. is deleted, and it is expressly understood and agreed that this Policy does not reflect a duty to defend or an obligation of the Company to reimburse **Defense Costs**. The **Insured** must defend any **Claim** made against it.



6. Section Q. is deleted and any reference in the Policy to an **Extended Reporting Period** is deleted.
7. Definition B.4. is supplemented by the addition of:
  - c) the **Named Insured** maintains a letter of credit or other similar instrument deemed acceptable by the Company.
8. Section S. is supplemented by the addition of:
  - 4) Upon cancellation of this Policy under Section S. any letter of credit or similar instrument provided in satisfaction of Definition B.4.c) shall be returned to the **Named Insured** after deduction of any amounts reimbursed pursuant to Section 3 of this Endorsement.

*All other terms and conditions remain unchanged.*

Authorized Representative:   
Gregory Cook, President  
Future Care Risk Retention Group, Inc.



## FUTURE CARE RISK RETENTION GROUP

ATTACHING TO AND FORMING A PART OF COVERAGE FORM AG1122-0120


### DRAWDOWN AND RETIREMENT OF COLLATERAL ENDORSEMENT

It is expressly understood and agreed that:

All **Insureds** consent to the drawdown of Irrevocable Standby Letter of Credit No. 56477-294565 Dated April 30, 2021, as established by CIBC Bank USA (or any substitute letter of credit or similar instrument deemed acceptable by the Company) by any amounts payable by the Company under the Policy.

Upon cancellation or other termination of the Policy, Irrevocable Standby Letter of Credit No. 56477-294565 Dated April 30, 2021, as established by CIBC Bank USA (or any substitute letter of credit or similar instrument deemed acceptable by the Company) shall be returned to the **Named Insured** less drawdown of any amounts payable by the Company under the Policy.

*All other terms and conditions remain unchanged.*

Authorized Representative: 

Gregory Cook, President  
Future Care Risk Retention Group, Inc.



## FUTURE CARE RISK RETENTION GROUP

ATTACHING TO AND FORMING A PART OF COVERAGE FORM AG1122-0120

### BLANKET ADDITIONAL INSURED ENDORSEMENT

It is expressly understood and agreed that:

- 1) Any coverage provided under this Policy also applies to covered **Loss, Medical Payments, and Legal/Media Expense** paid by the **Insured** on behalf of another entity which is required to be named as an additional insured pursuant to a written contract with the **Insured**, which contractual obligation entirely precedes the **Event** or **Legal/Media Event** giving rise to **Loss, Medical Payments, or Legal/Media Expense**.
- 2) Any amounts payable under this Endorsement are expressly limited to reimbursement to the **Insured** of amounts actually paid by the **Insured** pursuant to the contractual obligation referenced in subpart 1, above.
- 3) Any amounts payable under this Endorsement are subject to any applicable retention, deductible, sublimit or other Limit of Liability.
- 4) Nothing under this Endorsement shall at to increase any sublimit or Limit of Liability.

*All other terms and conditions remain unchanged.*

Authorized Representative: \_\_\_\_\_

A handwritten signature in black ink that reads 'Gregory A. Cook'.

Gregory Cook, President  
Future Care Risk Retention Group, Inc.



## FUTURE CARE RISK RETENTION GROUP


ATTACHING TO AND FORMING A PART OF COVERAGE FORM AG1122-0120

### BLANKET ADDITIONAL INSURED SUBROGATION WAIVER ENDORSEMENT

It is expressly understood and agreed that:

- 1) The Company will not seek to enforce rights of recovery pursuant to Section M. (Subrogation) of the Policy against an entity which is required to be named as an additional insured pursuant to a written contract with the **Insured**, which contractual obligation entirely precedes the **Event** or **Legal/Media Event** giving rise to **Loss**, **Medical Payments**, or **Legal/Media Expense** reimbursable to the **Insured** by the Company under this Policy.

*All other terms and conditions remain unchanged.*

Authorized Representative:   
Gregory Cook, President  
Future Care Risk Retention Group, Inc.



## **FUTURE CARE RISK RETENTION GROUP**

**ATTACHING TO AND FORMING A PART OF FCRRG COVERAGE FORM AG1122-0120**

<b>Named Insured</b>	<b>LaVie Care Centers, LLC</b>
<b>Policy Number</b>	<b>AGFL-Reimb-05-589-1062-21</b>
<b>Policy Period</b>	<b>FROM: May 1, 2021 TO: May 1, 2022</b>
<b>Endorsement Effective Date</b>	<b>May 1, 2021</b>
<b>Endorsement Number</b>	<b>01</b>

## **EXHIBIT A – Schedule of Locations, Limits and Retroactive Dates**



## EXHIBIT A - Designated Locations

LIMITS PER DESIGNATED LOCATION		
<b>GENERAL LIABILITY</b>		
Each Occurrence Limit	\$100,000	
General Liability Aggregate	\$300,000	
Products/Completed Operations	\$100,000	Aggregate Limit
Personal and Advertising Injury Limit	\$100,000	Any One Person or Organization
Damage to Premises Rented To You Limit	\$100,000	Any One Premises
Medical Payments	Coverage Excluded	Any One Person
Employee Benefits Liability	\$ 50,000	Each Wrongful Act
Employee Benefits Liability	\$885,000	Aggregate Limit
<b>PROFESSIONAL LIABILITY</b>		
Each Medical Incident Limit	\$100,000	
Professional Liability Aggregate Limit	\$300,000	
<b>GENERAL AND PROFESSIONAL LIABILITY</b>	\$885,000	Combined Aggregate Limit
<b>SELF INSURED RETENTION</b>	\$ 0	
<b>Alpha Health Care Properties, LLC</b> <b>800 Concourse Parkway, Suite 200</b> <b>Maitland, FL 32751</b>		
Location Name	Address	Retroactive Date
741 South Beneva Road Operations, LLC D/b/a Beneva Lakes Healthcare and Rehabilitation Center	741 S. Beneva Road Sarasota, FL 34232	08/01/2016
702 South Kings Avenue Operations LLC D/b/a Central Park Healthcare and Rehabilitation Center	702 South Kings Avenue Brandon, FL 33511	07/09/2010
3110 Oakbridge Boulevard Operations LLC D/b/a Oakbridge Healthcare Center	3110 Oakbridge Boulevard East Lakeland, FL 33803	07/09/2010
6414 13th Road South Operations LLC D/b/a Wood Lake Health and Rehabilitation Center	6414 13 <sup>th</sup> Road South West Palm Beach, FL 33415	07/09/2010
Catalina Gardens Health Care Associates, LLC D/b/a The Brookshire	85 Bulldog Boulevard Melbourne, FL 32901	07/09/2010
2939 South Haverhill Road Operations LLC D/b/a Coral Bay Healthcare and Rehabilitation	2939 S. Haverhill Road West Palm Beach, FL 33415	07/09/2010
9311 South Orange Blossom Trail Operations LLC D/b/a The Parks Healthcare and Rehabilitation Center	9311 S. Orange Blossom Trail Orlando, FL 32837	07/09/2010
741 South Beneva Road Operations, LLC D/b/a Beneva Lakes Assisted Living Center	743 S. Beneva Road Sarasota, FL 34232	08/01/2016





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LIMITS PER DESIGNATED LOCATION		
<b>GENERAL LIABILITY</b>		
Each Occurrence Limit	\$250,000	
General Liability Aggregate	\$500,000	
Products/Completed Operations	\$500,000	Aggregate Limit
Personal and Advertising Injury Limit	\$250,000	Any One Person or Organization
Damage to Premises Rented To You Limit	\$250,000	Any One Premises
Medical Payments	Coverage Excluded	Any One Person
Employee Benefits Liability	\$ 50,000	Each Wrongful Act
Employee Benefits Liability	\$885,000	Aggregate Limit
<b>PROFESSIONAL LIABILITY</b>		
Each Medical Incident Limit	\$250,000	
Professional Liability Aggregate Limit	\$500,000	
<b>GENERAL AND PROFESSIONAL LIABILITY</b>	\$885,000	Combined Aggregate Limit
<b>SELF INSURED RETENTION</b>	\$ 0	
Location Name	Address	Retroactive Date
1820 Shore Drive Operations LLC D/b/a The Health and Rehabilitation Centre at Dolphins View	1820 Shore Drive S. South Pasadena, FL 33707	07/09/2010



**FUTURE CARE**  
RISK RETENTION GROUP, INC.  
CONTROL. COVERAGE. COLLABORATION.

<b>LIMITS PER DESIGNATED LOCATION</b>		
<b>GENERAL LIABILITY</b>		
Each Occurrence Limit	\$250,000	
General Liability Aggregate	\$500,000	
Products/Completed Operations	\$250,000	Aggregate Limit
Personal and Advertising Injury Limit	\$250,000	Any One Person or Organization
Damage to Premises Rented To You Limit	\$250,000	Any One Premises
Medical Payments	Excluded	Any One Person
Employee Benefits Liability	\$ 50,000	Each Wrongful Act
Employee Benefits Liability	\$1,000,000	Aggregate Limit
<b>PROFESSIONAL LIABILITY</b>		
Each Medical Incident Limit	\$250,000	
Professional Liability Aggregate Limit	\$500,000	
<b>GENERAL AND PROFESSIONAL LIABILITY</b>	\$3,000,000	Aggregate Limit
<b>SELF INSURED RETENTION</b>	\$ 0	
<b>Centennial Healthcare Properties, LLC</b> <b>800 Concourse Parkway, Suite 200</b> <b>Maitland, FL 32751</b>		
Location Name	Address	Retroactive Date
Glenburney HealthCare, LLC D/b/a Glenburney Health Care and Rehabilitation Center	555 John R. Junkin Drive Natchez, MS 39120	08/01/2010
Riley HealthCare, LLC D/b/a The Oaks Rehabilitation and Healthcare Center	3716 Highway 39 N Meridian, MS 39301	08/01/2010
Winona Manor HealthCare, LLC D/b/a Winona Manor Health Care and Rehabilitation Center	627 Middleton Road Winona, MS 38967	08/01/2010
McComb HealthCare, LLC D/b/a Courtyard Rehabilitation and Healthcare	501 S. Locust Street McComb, MS 39648	08/01/2010
Hilltop Mississippi HealthCare, LLC D/b/a Hilltop Manor Health and Rehabilitation Center	101 Kirkland Street Union, MS 39365	08/01/2010
Starkville Manor HealthCare, LLC D/b/a Starkville Manor Health Care and Rehabilitation Center	1001 Hospital Road Starkville, MS 39759	08/01/2010



**FUTURE CARE**  
 RISK RETENTION GROUP, INC.  
 CONTROL. COVERAGE. COLLABORATION.

<b>LIMITS PER DESIGNATED LOCATION</b>		
<b>GENERAL LIABILITY</b>		
Each Occurrence Limit	Coverage Excluded	
General Liability Aggregate	Coverage Excluded	
Products/Completed Operations	Coverage Excluded	Aggregate Limit
Personal and Advertising Injury Limit	Coverage Excluded	Any One Person or Organization
Damage to Premises Rented To You Limit	Coverage Excluded	Any One Premises
Medical Payments	Coverage Excluded	Any One Person
Employee Benefits Liability	Coverage Excluded	Each Wrongful Act
Employee Benefits Liability	Coverage Excluded	Aggregate Limit
<b>PROFESSIONAL LIABILITY</b>		
Each Medical Incident Limit	\$250,000	
Professional Liability Aggregate Limit	\$500,000	
<b>GENERAL AND PROFESSIONAL LIABILITY</b>	\$500,000	Professional Liability Aggregate
<b>SELF INSURED RETENTION</b>	\$ 0	
Location Name	Address	Retroactive Date
Brownsboro Hills HealthCare, LLC	2141 Sycamore Avenue Louisville, KY 40206	08/01/2010



**FUTURE CARE**  
RISK RETENTION GROUP, INC.  
CONTROL. COVERAGE. COLLABORATION.

LIMITS PER DESIGNATED LOCATION		
<b>GENERAL LIABILITY</b>		
Each Occurrence Limit	\$ 400,000	
General Liability Aggregate	\$1,000,000	
Products/Completed Operations	\$ 400,000	Aggregate Limit
Personal and Advertising Injury Limit	\$ 400,000	Any One Person or Organization
Damage to Premises Rented To You Limit	\$ 400,000	Any One Premises
Medical Payments	Coverage Excluded	Any One Person
Employee Benefits Liability	\$ 50,000	Each Wrongful Act
Employee Benefits Liability	\$1,000,000	Aggregate Limit
<b>PROFESSIONAL LIABILITY</b>		
Each Medical Incident Limit	\$ 400,000	
Professional Liability Aggregate Limit	\$1,000,000	
<b>GENERAL AND PROFESSIONAL LIABILITY</b>	\$1,000,000	Combined Aggregate Limit
<b>SELF INSURED RETENTION</b>	\$ 0	
<b>Consulate MZHBS Leaseholdings, LLC</b> <b>Consulate NHCN Leaseholdings, LLC</b> <b>800 Concourse Parkway, Suite 200</b> <b>Maitland, FL 32751</b>		
Location Name	Address	Retroactive Date
Osprey Nursing and Rehabilitation Center, LLC D/b/a Osprey Nursing Home	1104 North Main Street Bushnell, FL 33513	10/01/2014
Baya Nursing and Rehabilitation, LLC D/b/a Baya Pointe Nursing and Rehabilitation Center	587 SE Ermine Avenue Lake City, FL 32025	10/01/2014



**FUTURE CARE**  
 RISK RETENTION GROUP, INC.  
 CONTROL. COVERAGE. COLLABORATION.

<b>LIMITS PER DESIGNATED LOCATION</b>		
<b>GENERAL LIABILITY</b>		
Each Occurrence Limit	\$ 400,000	
General Liability Aggregate	\$1,000,000	
Products/Completed Operations	\$ 400,000	Aggregate Limit
Personal and Advertising Injury Limit	\$ 400,000	Any One Person or Organization
Damage to Premises Rented To You Limit	\$ 400,000	Any One Premises
Medical Payments	Coverage Excluded	Any One Person
Employee Benefits Liability	\$ 50,000	Each Wrongful Act
Employee Benefits Liability	\$1,000,000	Aggregate Limit
<b>PROFESSIONAL LIABILITY</b>		
Each Medical Incident Limit	\$ 100,000	
Professional Liability Aggregate Limit	\$1,000,000	
<b>GENERAL AND PROFESSIONAL LIABILITY</b>	\$1,000,000	Combined Aggregate Limit
<b>SELF INSURED RETENTION</b>	\$ 0	
Location Name	Address	Retroactive Date
Floridian Facility Operations, LLC D/b/a Floridian Nursing and Rehabilitation Center	47 N 32nd Place Miami, FL 33125	02/01/2015



**FUTURE CARE**  
RISK RETENTION GROUP, INC.  
CONTROL. COVERAGE. COLLABORATION.

<b>LIMITS PER DESIGNATED LOCATION</b>		
<b>GENERAL LIABILITY</b>		
Each Occurrence Limit	\$ 125,000	
General Liability Aggregate	\$ 375,000	
Products/Completed Operations	\$ 125,000	Aggregate Limit
Personal and Advertising Injury Limit	\$ 125,000	Any One Person or Organization
Damage to Premises Rented To You Limit	\$ 125,000	Any One Premises
Medical Payments	Coverage Excluded	Any One Person
Employee Benefits Liability	\$ 50,000	Each Wrongful Act
Employee Benefits Liability	\$1,000,000	Aggregate Limit
<b>PROFESSIONAL LIABILITY</b>		
Each Medical Incident Limit	\$ 125,000	
Professional Liability Aggregate Limit	\$ 375,000	
<b>GENERAL AND PROFESSIONAL LIABILITY</b>	\$3,000,000	Combined Aggregate Limit
<b>SELF INSURED RETENTION</b>	\$ 0	
<b>Epsilon Healthcare Properties, LLC</b> <b>800 Concourse Parkway South, Suite 200</b> <b>Maitland, FL 32751</b>		
Location Name	Address	Retroactive Date
6305 Cortez Road West Operations, LLC D/b/a Bradenton Health Care	6305 Cortez Road Bradenton, FL 34210	07/09/2010
15204 West Colonial Drive Operations LLC D/b/a Colonial Lakes Health Care	15204 West Colonial Drive Winter Garden, FL 34787	07/09/2010
3825 Countryside Boulevard Operations LLC D/b/a Countryside Rehab and Healthcare Center	3825 Countryside Boulevard Palm Harbor, FL 34684	07/09/2010
195 Mattie M. Kelly Boulevard Operations LLC D/b/a Destin Healthcare and Rehabilitation Center	195 Mattie M. Kelly Boulevard Destin, FL 32541	07/09/2010
1111 Drury Lane Operations LLC D/b/a Englewood Healthcare and Rehabilitation Center	1111 Drury Lane Englewood, FL 34224	07/09/2010
518 West Fletcher Avenue Operations LLC D/b/a Fletcher Health and Rehabilitation Center	518 West Fletcher Avenue Tampa, FL 33612	07/09/2010
803 Oak Street Operations LLC D/b/a Governor's Creek Health and Rehabilitation	803 Oak Street Green Cove Springs, FL 32043	07/09/2010
2916 Habana Way Operations LLC D/b/a Habana Health Care Center	2916 Habana Way Tampa, FL 33614	07/09/2010
2333 North Brentwood Circle Operations LLC D/b/a Health Center at Brentwood	2333 N. Brentwood Circle Lecanto, FL 34461	07/09/2010
777 Ninth Street North Operations LLC D/b/a Heritage Healthcare and Rehabilitation Center	777 9 <sup>th</sup> Street Naples, FL 34102	07/09/2010
2826 Cleveland Avenue Operations LLC D/b/a Heritage Park Rehabilitation and Healthcare	2826 Cleveland Avenue Fort Myers, FL 33901	07/09/2010
1445 Howell Avenue Operations LLC D/b/a Heron Pointe Health and Rehabilitation	1445 Howell Avenue Brooksville, FL 34601	07/09/2010
125 Alma Boulevard Operations LLC D/b/a Island Health and Rehabilitation Center	125 Alma Boulevard Merritt Island, FL 32953	07/09/2010

13109 Eastpoint Park Blvd., Louisville, KY 40223  
502-895-6404  
[www.fcrrg.com](http://www.fcrrg.com)



**FUTURE CARE**  
RISK RETENTION GROUP, INC.  
CONTROL. COVERAGE. COLLABORATION.

Location Name	Address	Retroactive Date
Donegan Square Health Care Associates, LLC D/b/a Keystone Villas Assisted Living Center	1092 W. Donegan Avenue Kissimmee, FL 34741	07/09/2010
1061 Virginia Street Operations LLC D/b/a Lakeside Oaks Care Center	1061 Virginia Street Dunedin, FL 34698	07/09/2010
1507 South Tuttle Avenue Operations LLC D/b/a Magnolia Health and Rehabilitation Center	1507 South Tuttle Avenue Sarasota, FL 34239	07/09/2010
6700 NW 10th Place Operations LLC D/b/a North Florida Rehabilitation and Specialty Care	6700 NW 10th Place Gainesville, FL 32605	07/09/2010
5405 Babcock Street Operations LLC D/b/a The Palms Rehabilitation and Healthcare Center	5405 Babcock Street, NE Palm Bay, FL 32905	07/09/2010
5065 Wallis Road Operations LLC D/b/a Renaissance Health and Rehabilitation	5065 Wallis Road West Palm Beach, FL 33415	07/09/2010
3920 Rosewood Way Operations LLC D/b/a Rosewood Health and Rehabilitation Center	3920 Rosewood Avenue Orlando, FL 32801	07/09/2010
1937 Jenks Avenue Operations LLC D/b/a Sea Breeze Health Care	1937 Jenks Avenue Panama City, FL 32405	07/09/2010
10040 Hillview Road Operations LLC D/b/a University Hills Health and Rehabilitation	10040 Hillview Road Pensacola, FL 32514	07/09/2010
Edinburgh Square Health Care Associates, LLC D/b/a The Villas at Lakeside Oaks	1059 Virginia Street Dunedin, FL 34698	07/09/2010
1010 Carpenters Way Operations LLC D/b/a Wedgewood Healthcare Center	1010 Carpenters Way Lakeland, FL 33809	07/09/2010
1465 Oakfield Drive Operations LLC D/b/a Brandon Health and Rehabilitation Center	1465 Oakfield Drive Brandon, FL 33511	07/09/2010
Brentwood Meadow Health Care Associates, LLC D/b/a Brentwood Retirement Community	1900 West Alpha Court Lecanto, FL 34461	07/09/2010
216 Santa Barbara Boulevard Operations LLC D/b/a Coral Trace Health Care	216 Santa Barbara Boulevard Cape Coral, FL 33991	07/09/2010
1851 Elkcam Boulevard Operations LLC D/b/a Deltona Health Care	1851 Elkcam Boulevard Deltona, FL 32725	07/09/2010
626 North Tyndall Parkway Operations LLC D/b/a Emerald Shores Health and Rehabilitation	626 North Tyndall Parkway Callaway, FL 32404	07/09/2010
3735 Evans Avenue Operations LLC D/b/a Evans Health Care	3735 Evans Avenue Fort Myers, FL 33901	07/09/2010
3001 Palm Coast Parkway Operations LLC D/b/a Grand Oaks Health and Rehabilitation Center	3001 Palm Coast Parkway SE Palm Coast, FL 32137	07/09/2010
1615 Miami Road Operations LLC D/b/a Harbor Beach Nursing and Rehabilitation Center	1615 South Miami Road Fort Lauderdale, FL 33316	07/09/2010
1026 Albee Farm Road Operations LLC D/b/a Bay Breeze Health and Rehabilitation Center	1026 Albee Farm Road Venice, FL 34285	07/09/2010
3101 Ginger Drive Operations LLC D/b/a Heritage Healthcare Center at Tallahassee	3101 Ginger Drive Tallahassee, FL 32308	07/09/2010
4200 Washington Street Operations LLC D/b/a Hillcrest Health Care and Rehabilitation Center	4200 Washington Street Hollywood, FL 33021	07/09/2010
1120 West Donegan Avenue Operations LLC D/b/a Keystone Rehabilitation and Health Center	1120 W. Donegan Avenue Kissimmee, FL 34741	07/09/2010
710 North Sun Drive Operations LLC D/b/a Lake Mary Health and Rehabilitation Center	710 North Sun Drive Lake Mary, FL 32746	07/09/2010



**FUTURE CARE**  
 RISK RETENTION GROUP, INC.  
 CONTROL. COVERAGE. COLLABORATION.

Location Name	Address	Retroactive Date
9035 Bryan Dairy Road Operations LLC D/b/a Bardmoor Oaks Healthcare and Rehabilitation Center	9035 Bryan Dairy Largo, FL 33777	07/09/2010
207 Marshall Drive Operations LLC D/b/a Marshall Health and Rehabilitation Center	207 Marshall Drive Perry, FL 32347	07/09/2010
650 Reed Canal Road Operations LLC D/b/a Oaktree Healthcare	650 Reed Canal Road Daytona Beach, FL 32119	07/09/2010
4641 Old Canoe Creek Road Operations LLC D/b/a Plantation Bay Rehabilitation Center	4641 Old Canoe Creek Road Saint Cloud, FL 34769	07/09/2010
7950 Lake Underhill Road Operations LLC D/b/a Rio Pinar Health Care	7950 Lake Underhill Road Orlando, FL 32822	07/09/2010
9355 San Jose Boulevard Operations LLC D/b/a San Jose Health and Rehabilitation Center	9355 San Jose Boulevard Jacksonville, FL 32257	07/09/2010
2401 NE 2nd Street Operations LLC D/b/a SeaView Nursing and Rehabilitation Center	2401 NE 2 <sup>nd</sup> Street Pompano Beach, FL 33062	07/09/2010
500 South Hospital Drive Operations LLC D/b/a Shoal Creek Rehabilitation Center	500 Hospital Drive Crestview, FL 32539	07/09/2010
1550 Jess Parish Court Operations LLC D/b/a Vista Manor	1550 Jess Parrish Court Titusville, FL 32796	07/09/2010
12170 Cortez Boulevard Operations LLC D/b/a Spring Hill Health and Rehabilitation Center	12170 Cortez Boulevard Brooksville, FL 34613	07/09/2010





**FUTURE CARE**  
 RISK RETENTION GROUP, INC.  
 CONTROL. COVERAGE. COLLABORATION.

LIMITS PER DESIGNATED LOCATION		
<b>GENERAL LIABILITY</b>		
Each Occurrence Limit	\$ 250,000	
General Liability Aggregate	\$ 500,000	
Products/Completed Operations	\$ 500,000	Aggregate Limit
Personal and Advertising Injury Limit	\$ 500,000	Any One Person or Organization
Damage to Premises Rented To You Limit	\$ 500,000	Any One Premises
Medical Payments	Coverage Excluded	Any One Person
Employee Benefits Liability	\$ 50,000	Each Wrongful Act
Employee Benefits Liability	\$1,000,000	Aggregate Limit
<b>PROFESSIONAL LIABILITY</b>		
Each Medical Incident Limit	\$ 250,000	
Per Person Limit	\$ 250,000	
Professional Liability Aggregate Limit	\$ 500,000	
<b>GENERAL AND PROFESSIONAL LIABILITY</b>	<b>\$3,000,000</b>	Combined Aggregate Limit
<b>SELF INSURED RETENTION</b>	<b>\$ 0</b>	
Location Name	Address	Retroactive Date
611 South 13th Street Operations LLC D/b/a Fort Pierce Health Care	611 S. 13th Street Fort Pierce, FL 34950	07/09/2010



**FUTURE CARE**  
 RISK RETENTION GROUP, INC.  
 CONTROL. COVERAGE. COLLABORATION.

<b>LIMITS PER DESIGNATED LOCATION</b>		
<b>GENERAL LIABILITY</b>		
Each Occurrence Limit	\$1,000,000	
Per Person Limit	\$ 300,000	
General Liability Aggregate	\$1,000,000	
Products/Completed Operations	\$1,000,000	Aggregate Limit
Personal and Advertising Injury Limit	\$ 125,000	Any One Person or Organization
Damage to Premises Rented To You Limit	\$ 125,000	Any One Premises
Medical Payments	Coverage Excluded	
Employee Benefits Liability	\$ 50,000	Each Wrongful Act
Employee Benefits Liability	\$1,000,000	Aggregate Limit
<b>PROFESSIONAL LIABILITY</b>		
Each Medical Incident Limit	\$ 125,000	
Professional Liability Aggregate Limit	\$ 375,000	
<b>GENERAL AND PROFESSIONAL LIABILITY</b>	\$3,000,000	Combined Aggregate Limit
<b>SELF INSURED RETENTION</b>	\$ 0	
Location Name	Address	Retroactive Date
11565 Harts Road Operations LLC D/b/a Harts Harbor Health Care Center	11565 Harts Road Jacksonville, FL 32218	07/09/2010



**FUTURE CARE**  
RISK RETENTION GROUP, INC.  
CONTROL. COVERAGE. COLLABORATION.

<b>LIMITS PER DESIGNATED LOCATION</b>			
<b>GENERAL LIABILITY</b>			
Each Occurrence Limit	Coverage Excluded		
General Liability Aggregate	Coverage Excluded		
Products/Completed Operations	Coverage Excluded	Aggregate Limit	
Personal and Advertising Injury Limit	Coverage Excluded	Any One Person or Organization	
Damage to Premises Rented To You Limit	Coverage Excluded	Any One Premises	
Medical Payments	Coverage Excluded	Any One Person	
Employee Benefits Liability	Coverage Excluded	Each Wrongful Act	
Employee Benefits Liability	Coverage Excluded	Aggregate Limit	
<b>PROFESSIONAL LIABILITY</b>			
Each Medical Incident Limit	\$250,000		
Professional Liability Aggregate Limit	\$500,000		
<b>PROFESSIONAL LIABILITY</b>	\$500,000	Professional Liability Aggregate Limit	
<b>SELF INSURED RETENTION</b>	\$ 0		
<b>Location Name</b>	<b>Address</b>	<b>Retroactive Date</b>	<b>Coverage Period</b>
Hurstbourne Healthcare, LLC D/b/a Hurstbourne Care Centre at Stony Brook	2200 Stony Brook Drive Louisville, KY 40220	08/01/2010	08/01/2010 – 09/01/2016



**FUTURE CARE**  
RISK RETENTION GROUP, INC.  
CONTROL. COVERAGE. COLLABORATION.

LIMITS PER DESIGNATED LOCATION		
<b>GENERAL LIABILITY</b>		
Each Occurrence Limit	\$300,000	
General Liability Aggregate	\$300,000	
Products/Completed Operations	\$250,000	Aggregate Limit
Personal and Advertising Injury Limit	\$250,000	Any One Person or Organization
Damage to Premises Rented To You Limit	\$250,000	Any One Premises
Medical Payments	Coverage Excluded	Any One Person
Employee Benefits Liability	\$ 50,000	Each Wrongful Act
Employee Benefits Liability	\$1,000,000	Aggregate Limit
<b>PROFESSIONAL LIABILITY</b>		
Each Medical Incident Limit	\$ 100,000	
Professional Liability Aggregate Limit	\$1,000,000	
<b>GENERAL AND PROFESSIONAL LIABILITY</b>	\$1,000,000	Combined Aggregate Limit
<b>SELF INSURED RETENTION</b>	\$ 0	
<b>LV CHC Holdings I, LLC</b> <b>800 Concourse Parkway, Suite 200</b> <b>Maitland, FL 32751</b>		
Location Name	Address	Retroactive Date
West Altamonte Facility Operations, LLC D/b/a Consulate Health Care at West Altamonte	8132 Hudson Avenue Hudson, FL 34667	01/01/2009
Jacksonville Facility Operations, LLC D/b/a Consulate Health Care of Jacksonville	4101 Southpoint Drive East Jacksonville, FL 32216	01/01/2009
Lakeland Facility Operations, LLC D/b/a Consulate Health Care of Lakeland	5245 North Socrum Loop Road Lakeland, FL 33809	01/01/2009
Tallahassee Facility Operations, LLC D/b/a Consulate Health Care of Tallahassee	1650 Phillips Road Tallahassee, FL 32308	01/01/2009
New Port Richey Facility Operations, LLC D/b/a Consulate Health Care of New Port Richey	8417 Old County Road 54 New Port Richey, FL 34653	01/01/2009
Orange Park Facility Operations, LLC D/b/a Consulate Health Care of Orange Park	1215 Kingsley Avenue Orange Park, FL 32073	01/01/2009
Port Charlotte Facility Operations, LLC D/b/a Consulate Health Care of Port Charlotte	18480 Cochran Boulevard Port Charlotte, FL 33948	01/01/2009
Sarasota Facility Operations, LLC D/b/a Consulate Health Care of Sarasota	4783 Fruitville Road Sarasota, FL 34232	01/01/2009
West Palm Beach Facility Operations, LLC D/b/a Consulate Health Care of West Palm Beach	1626 Davis Road West West Palm Beach, FL 33406	01/01/2009
Brandon Facility Operations, LLC D/b/a Consulate Health Care of Brandon	701 Victoria Street Brandon, FL 33510	01/01/2009
Miami Facility Operations, LLC D/b/a Franco Nursing & Rehabilitation Center	800 NW 95th Street Miami, FL 33150	01/01/2009
Lake Parker Facility Operations, LLC D/b/a Consulate Health Care of Lake Parker	2020 W. Lake Parker Drive Lakeland, FL 33805	01/01/2009
Bayonet Point Facility Operations, LLC D/b/a Consulate Health Care of Bayonet Point	1099 West Town Parkway Altamonte Springs, FL 32714	01/01/2009



**FUTURE CARE**  
RISK RETENTION GROUP, INC.  
CONTROL. COVERAGE. COLLABORATION.

Location Name	Address	Retroactive Date
Kissimmee Facility Operations, LLC D/b/a Consulate Health Care of Kissimmee	2511 John Young Parkway North Kissimmee, FL 34741	01/01/2009
St. Petersburg Facility Operations, LLC D/b/a Consulate Health Care of St. Petersburg	9393 Park Boulevard Seminole, FL 33777	01/01/2009
Melbourne Facility Operations, LLC D/b/a Consulate Health Care of Melbourne	3033 Sarno Road Melbourne, FL 32934	01/01/2009
North Fort Myers Facility Operations, LLC D/b/a Consulate Health Care of North Fort Myers	991 Pondella Road North Fort Myers, FL 33903	01/01/2009
Pensacola Facility Operations, LLC D/b/a Consulate Health Care of Pensacola	235 W. Airport Boulevard Pensacola, FL 32504	01/01/2009
Safety Harbor Facility Operations, LLC D/b/a Consulate Health Care of Safety Harbor	1410 Dr. Martin Luther King Street North Safety Harbor, FL 34695	01/01/2009
Vero Beach Facility Operations, LLC D/b/a Consulate Health Care of Vero Beach	1310 37 <sup>th</sup> Street Vero Beach, FL 32960	01/01/2009
Winter Haven Facility Operations, LLC D/b/a Consulate Health Care of Winter Haven	2701 Lake Alfred Road Winter Haven, FL 33881	01/01/2009



**FUTURE CARE**  
RISK RETENTION GROUP, INC.  
CONTROL. COVERAGE. COLLABORATION.

LIMITS PER DESIGNATED LOCATION		
<b>GENERAL LIABILITY</b>		
Each Occurrence Limit	\$1,000,000	
General Liability Aggregate	\$2,000,000	
Products/Completed Operations	\$2,000,000	Aggregate Limit
Personal and Advertising Injury Limit	\$1,000,000	Any One Person or Organization
Damage to Premises Rented To You Limit	\$1,000,000	Any One Premises
Medical Payments	Coverage Excluded	Any One Person
Employee Benefits Liability	\$ 50,000	Each Wrongful Act
Employee Benefits Liability	\$1,000,000	Aggregate Limit
<b>PROFESSIONAL LIABILITY</b>		
Each Medical Incident Limit	\$ 125,000	
Professional Liability Aggregate Limit	\$ 375,000	
<b>GENERAL AND PROFESSIONAL LIABILITY</b>	\$2,000,000	Combined Aggregate Limit
<b>SELF INSURED RETENTION</b>	\$ 0	
<b>NSPR Care Centers, LLC</b> <b>D/b/a Nspire Healthcare</b> <b>1040 Crowne Pointe Parkway, Suite 600</b> <b>Atlanta, GA 30338</b>		
Location Name	Address	Retroactive Date
2599 NW 55 <sup>th</sup> Avenue Operations, LLC D/b/a Nspire Healthcare Lauderhill	2599 NW 55 <sup>th</sup> Avenue Lauderhill, FL 33313	09/18/2018
5901 NW 79 <sup>th</sup> Avenue Operations, LLC D/b/a Nspire Healthcare Tamarac	5901 NW 79 <sup>th</sup> Avenue Tamarac, FL 33321	09/18/2018
9400 SW 137 <sup>th</sup> Avenue Operations, LLC D/b/a Nspire Healthcare Kendall	9400 SW 137 <sup>th</sup> Avenue Kendall, FL 33186	09/18/2018
NSPRMC, LLC	1040 Crowne Pointe Parkway Atlanta, GA 30338	09/18/2018
5725 NW 186 <sup>th</sup> Street Operations, LLC D/b/a Nspire Healthcare Miami Lakes	5725 NW 186 <sup>th</sup> Street Hialeah, FL 33015	09/18/2018
6931 W. Sunrise Boulevard Operations, LLC D/b/a Nspire Healthcare Plantation	6931 W. Sunrise Boulevard Plantation, FL 33313	09/18/2018
MLMN Master Tenant, LLC	5102 W. Laurel Street, Suite 700 Tampa, FL 33607	09/18/2018



**FUTURE CARE**  
 RISK RETENTION GROUP, INC.  
 CONTROL. COVERAGE. COLLABORATION.

<b>LIMITS PER DESIGNATED LOCATION</b>			
<b>GENERAL LIABILITY</b>			
Each Occurrence Limit	Coverage Excluded		
General Liability Aggregate	Coverage Excluded	Aggregate Limit	
Products/Completed Operations	Coverage Excluded	Aggregate Limit	
Personal and Advertising Injury Limit	Coverage Excluded	Any One Person or Organization	
Damage to Premises Rented To You Limit	Coverage Excluded	Any One Premises	
Medical Payments	Coverage Excluded	Any One Person	
Employee Benefits Liability	Coverage Excluded	Each Wrongful Act	
<b>PROFESSIONAL LIABILITY</b>			
Each Medical Incident Limit	\$250,000		
Professional Liability Aggregate Limit	\$500,000	Aggregate Limit	
<b>PROFESSIONAL LIABILITY</b>	\$500,000	Combined Aggregate Limit	
<b>SELF INSURED RETENTION</b>	\$ 0		
<b>Location Name</b>	<b>Address</b>	<b>Retroactive Date</b>	<b>Coverage Period</b>
Parkview Healthcare, LLC	200 Nursing Home Lane Pikeville, KY 41501	08/01/2010	08/01/2010 – 07/01/2020

**EXHIBIT B**

**Midwest Insurance Policy**



**MIDWEST INSURANCE GROUP, INC.**

**A RISK RETENTION GROUP**

**HEALTHCARE POLICY DECLARATIONS**

**THIS POLICY, INCLUDING ALL COVERAGE PARTS, APPLIES ONLY TO REQUEST(S) FOR REIMBURSEMENT MADE BY THE NAMED INSURED FOR COVERED DAMAGES PAID AS A RESULT OF A CLAIM AND SUBMITTED WITH SUBSTANTIATION OF PAYMENT TO THE COMPANY DURING THE POLICY PERIOD. THIS POLICY REIMBURSES THE NAMED INSURED ONLY AND WILL NOT MAKE PAYMENTS TO ANY OTHER PARTY.**

**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.**

**POLICY NO:** PLGL-FL-22-0002079

Named Insured and Mailing Address

LaVie Care Centers, LLC  
 9300 Shelbyville Road, Suite 204  
 Louisville, KY 40222

Policy Period: 5-1-22 to 5-1-23 Standard Time at your mailing address shown above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY

LIMITS			
<b>GENERAL LIABILITY</b>		See MIG 1	
Each Occurrence Limit	\$		
General Liability Aggregate	\$		
Products/Completed Operations	\$		Aggregate Limit
Personal and Advertising Injury Limit	\$		Any One Person or Organization
Employee Benefits Limit	\$		Each Wrongful
Damage To Premises Leased To You Limit	\$		Any One Premises
Medical Expense Limit	\$		Any One Person
<b>PROFESSIONAL LIABILITY</b>		See MIG 1	
Each Medical Incident Limit	\$		Any One Person or Organization
Professional Liability Aggregate	\$		
<b>GENERAL AND PROFESSIONAL LIABILITY</b>	\$		Combined Aggregate Limit
<b>SELF INSURED RETENTION</b>	\$	0	Each Occurrence or Each Medical Incident
<b>RETROACTIVE DATE:</b> See MIG 1 (01-12)			
<b>DESCRIPTION OF BUSINESS:</b>			
Form of Business:			
Business Description:			

**ALL PREMISES YOU OWN, RENT OR OCCUPY**

Loc. No.: Address of All Premises You Own, Rent or Occupy As Per Schedule of Facilities On File With The Company

**CLASSIFICATION AND PREMIUM**

Classification

8051 -Skilled Nursing Care Facilities Nursing Home | Total Policy Premium | [REDACTED]

In Witness Whereof, this Company has caused this policy to be signed by its President and Secretary, but if required by state law, this policy shall not be valid unless countersigned by an authorized representative of the Company.



President

In Witness Whereof, this Company has caused this policy to be signed by its President and Secretary, but if required by state law, this policy shall not be valid unless countersigned by an authorized representative of the Company.

Issue Date:

**MIDWEST INSURANCE GROUP, INC.  
A RISK RETENTION GROUP**

**HOW TO REQUEST A CLAIM REIMBURSEMENT**

To request reimbursement for a covered claim, you should provide written notice to per the terms of your policy.

**Please submit all Fully Funded Reimbursement Requests to:**

Caitlin Morgan Insurance Services  
Attention: Claims  
5875 Castle Creek Parkway N Drive  
Suite 215  
Indianapolis, IN 46250  
claims@midwestrrg.com

**WE RESPECTFULLY REQUEST THAT ALL REIMBURSEMENT REQUESTS AND SUPPORTING DOCUMENTATION BE SUBMITTED ELECTRONICALLY TO THE ABOVE EMAIL ADDRESS.**

Thank you for your business!

Midwest Insurance Group, Inc.

# U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

As "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site: <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, neither payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

**MIDWEST INSURANCE GROUP, INC.  
A RISK RETENTION GROUP**

Words and phrases that are printed in **bold** type (other than captions) have special meaning as used in this **Policy**. Please refer to **SECTION VI – DEFINITIONS**.

The words **we, us, our**, and the **Company** refer to **MIDWEST INSURANCE GROUP, A RISK RETENTION GROUP**. The words **you** and **yours** refer to the **Insured** or the **Insureds**.

This **Policy** is issued by a Risk Retention Group which may not be subject to all of the Insurance Laws and Regulations of your State. State Insurance Guaranty Funds are not available for your Risk Retention Group.

PLEASE REVIEW THE POLICY CAREFULLY. THIS POLICY CONTAINS IMPORTANT EXCLUSIONS AND CONDITIONS. PLEASE DISCUSS ANY QUESTIONS CONCERNING THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

This **Long Term Health Care Facility Policy** provides coverage on a **Claims Paid** basis. Please refer to Section II, Defense, Settlement, and Notice Provisions, for details on reporting requirements. This policy contains all of the agreements between the Named Insured and Us concerning the insurance afforded. This policy's terms can be amended or waived only by endorsement issued to Us and made part of this policy.

IMPORTANT

This **Policy** is not effective unless a **Declarations** is issued.

**MIDWEST INSURANCE GROUP, INC.  
A RISK RETENTION GROUP**

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## MIDWEST INSURANCE GROUP, INC. A RISK RETENTION GROUP

### LONG TERM HEALTH CARE FACILITY GENERAL LIABILITY, PERSONAL AND ADVERTISING INJURY LIABILITY, PROFESSIONAL LIABILITY, MEDICAL PAYMENTS, AND PRODUCTS/COMPLETED OPERATIONS LIABILITY POLICY

#### NOTICE: THIS IS A CLAIMS PAID FORM

In consideration of the payment of the premium, in reliance upon the statements made and information provided in the Application for this Insurance and any renewal Application for this Long Term Health Care Facility General Liability, Personal and Advertising Injury Liability, Professional Liability, Medical Payments, and Products/Completed Operations Liability Policy, which is deemed attached hereto and incorporated in this Policy, and subject to all of the terms, conditions and limitations of this Policy and endorsements thereto, the **Company** agrees as follows:

#### SECTION I. COVERAGES

##### A. General Liability

We will reimburse the **Named Insured** for those **Damages** the **Named Insured Paid** as a result of any **Bodily Injury** or **Property Damage** subject to all limitations of liability outlined in this Coverage Part. **We** have no duty to defend **You** or any other person against any claim, proceeding, or suit seeking those **Damages**, but will reimburse **You** for legal and loss adjustment expenses **Paid** by **You** provided that no other insurance affording a defense against such a claim is available to **You**. **Our** duty to reimburse **You** is further limited as provided below or in the EXCLUSIONS Section of the policy and by the other conditions of this policy including the limits expressed in the Declarations. **We** will have no duty to reimburse the **Named Insured** for payments of any kind arising out of any claim seeking **Damages** for any **Bodily Injury** or **Property Damage** to which this insurance does not apply.

1. The amount **We** will reimburse for **Damages** is limited as described in the LIMITS OF INSURANCE section of the policy.
2. Subject to (1) above, **Our** duty to reimburse ends when we have used up the applicable limit of insurance by reimbursement of **Damages** under this Coverage Part.
3. **We** will have no duty to reimburse **You** for any payment arising from any **Damages** in which it is alleged or claimed, in whole or in part, that any **Bodily Injury** or **Property Damage** began before the **Retroactive Date**.
4. In order for this coverage to apply:
  - a. A request for reimbursement for **Damages** because of **Bodily Injury** or **Property Damage** arising out of an **Occurrence** subsequent to the **Retroactive Date** stated in the Declarations must first be made by the **Named Insured** to **Us** in writing prior to the end of the **Policy Period**; and
  - b. The **Named Insured** must present evidence to the Company during the **Policy Period** that **Damages** were **Paid**; and
  - c. A request for reimbursement must include:
    - i. Injured party;
    - ii. Date of loss or injury;
    - iii. Description of event;
    - iv. Description of injury;
    - v. Loss location name and address;
    - vi. Itemized **Damages** with supporting documentation; and
    - vii. Evidence of Payment.
  - d. The **Occurrence** must occur in the **Policy Territory** and arise out of the **Named Insured's** operations.

##### B. Personal and Advertising Injury Liability

We will reimburse the **Named Insured** for those **Damages** the **Named Insured Paid** as a result of any **Personal and Advertising Injury** subject to all limitations of liability outlined in this Coverage Part. **We** have no duty to defend

**You** or any other person against any claim, proceeding, or suit seeking those **Damages**, but will reimburse **You** for legal and loss adjustment expenses **Paid** by **You** provided that no other insurance affording a defense against such a claim is available to **You**. **Our** duty to reimburse **You** is further limited as provided below or in the EXCLUSIONS Section of the policy and by the other conditions of this policy including the limits expressed in the Declarations. **We** will have no duty to reimburse the **Named Insured** for payments of any kind arising out of any claim seeking **Damages** for any **Personal and Advertising Injury** to which this insurance does not apply.

1. The amount **We** will reimburse for **Damages** is limited as described in the LIMITS OF INSURANCE section of the policy.
2. Subject to (1) above, **Our** duty to reimburse ends when we have used up the applicable limit of insurance by reimbursement of **Damages** under this Coverage Part.
3. **We** will have no duty to reimburse **You** for any payment arising from any **Damages** in which it is alleged or claimed, in whole or in part, that any **Personal and Advertising Injury** began before the **Retroactive Date**.
4. In order for this coverage to apply:
  - a. A request for reimbursement for **Damages** because of **Personal and Advertising Injury** subsequent to the **Retroactive Date** stated in the Declarations must first be made by the **Named Insured** to **Us** in writing prior to the end of the **Policy Period**; and
  - b. The **Named Insured** must present evidence to the Company during the **Policy Period** that **Damages** were **Paid**; and
  - c. A request for reimbursement must include:
    - i. Injured party;
    - ii. Date of loss or injury;
    - iii. Description of event;
    - iv. Description of injury;
    - v. Loss location name and address;
    - vi. Itemized **Damages** with supporting documentation; and
    - vii. Evidence of Payment.
  - d. The **offense** causing the **Personal and Advertising Injury** must be committed in the **Policy Territory** and arise out of the **Named Insured's** operations.

### C. Professional Liability

We will reimburse the **Named Insured** for those **Damages** the **Named Insured Paid** as a result of any **Medical Incident** subject to all limitations of liability outlined in this Coverage Part. **We** have no duty to defend **You** or any other person against any claim, proceeding, or suit seeking those **Damages**, but will reimburse **You** for legal and loss adjustment expenses **Paid** by **You** provided that no other insurance affording a defense against such a claim is available to **You**. **Our** duty to reimburse **You** is further limited as provided below or in the EXCLUSIONS Section of the policy and by the other conditions of this policy including the limits expressed in the Declarations. **We** will have no duty to reimburse the **Named Insured** for payments of any kind arising out of any claim seeking **Damages** for any **Medical Incident** to which this insurance does not apply.

1. The amount **We** will reimburse for **Damages** is limited as described in the LIMITS OF INSURANCE section of the policy.
2. Subject to (1) above, **Our** duty to reimburse ends when we have used up the applicable limit of insurance by reimbursement of **Damages** under this Coverage Part.
3. **We** will have no duty to reimburse **You** for any payment arising from any **Damages** in which it is alleged or claimed, in whole or in part, that any **Bodily Injury or Property Damage** began before the **Retroactive Date**.
4. In order for this coverage to apply:
  - a. A request for reimbursement for **Damages** because of a **Medical Incident** arising out of the performance of **Professional Services** subsequent to the **Retroactive Date** stated in the Declarations must first be made by the **Named Insured** to **Us** in writing prior to the end of the **Policy Period**; and
  - b. The **Named Insured** must present evidence to the Company during the **Policy Period** that **Damages** were **Paid**; and

- c. A request for reimbursement must include:
  - i. Injured party;
  - ii. Date of loss or injury;
  - iii. Description of event;
  - iv. Description of injury;
  - v. Loss location name and address;
  - vi. Itemized **Damages** with supporting documentation; and
  - vii. Evidence of Payment.
- d. The **Occurrence** must occur in the **Policy Territory** and arise out of the **Named Insured's** operations.

#### D. Medical Payments

1. **We** will reimburse Medical Expenses as described below for **Bodily Injury** caused by an accident:
  - a. On premises **You** own or rent;
  - b. On ways next to premises **You** own or rent; or
  - c. Because of **Your** operations;
2. **We** will make these reimbursements regardless of fault. These reimbursements will not exceed the applicable limit of insurance. **We** will reimburse reasonable expenses for:
  - a. First aid administered at the time of an accident;
  - b. Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and;
  - c. Necessary ambulance, hospital, professional nursing and funeral services.
3. In order for this coverage to apply:
  - a. A request for reimbursement for expenses because of an accident subsequent to the Retroactive Date states in the Declarations must first be made by the **Named Insured** to **Us** in writing prior to the end of the **Policy Period**; and
  - b. The **Named Insured** must present evidence to the Company during the **Policy Period** that **Damages** were **Paid**; and
  - c. A request for reimbursement must include:
    - i. Injured party;
    - ii. Date of loss or injury;
    - iii. Description of event;
    - iv. Description of injury;
    - v. Loss location name and address;
    - vi. Itemized expenses with supporting documentation; and
    - vii. Evidence of Payment.
  - d. The accident must take place the **Policy Territory** and arise out of an accident.

#### E. Products/Completed Operations Liability

We will reimburse the **Named Insured** for those **Damages** the **Named Insured Paid** as a result of any **Bodily Injury** or **Property Damage** included within the **Products Completed Operations Hazard** subject to all limitations of liability outlined in this Coverage Part. **We** have no duty to defend **You** or any other person against any claim, proceeding, or suit seeking those **Damages** but will reimburse **You** for legal and loss adjustment expenses **Paid** by **You** provided that no other insurance affording a defense against such a claim is available to **You**. **Our** duty to reimburse **You** is further limited as provided below or in the EXCLUSIONS Section of the policy and by the other conditions of this policy including the limits expressed in the Declarations. **We** will have no duty to reimburse the **Named Insured** for payments of any kind arising out of any claim seeking **Damages** for any **Bodily Injury** or **Property Damage** to which this insurance does not apply.

1. The amount **We** will reimburse for **Damages** is limited as described in the LIMITS OF INSURANCE section of the policy.
2. Subject to (1) above, **Our** duty to reimburse ends when we have used up the applicable limit of insurance by reimbursement of **Damages** under this Coverage Part.



3. **We** will have no duty to reimburse **You** for any payment arising from any **Damages** in which it is alleged or claimed, in whole or in part, that any **Bodily Injury** or **Property Damage** began before the **Retroactive Date**.
4. In order for this coverage to apply:
  - a. A request for reimbursement for **Damages** because of **Bodily Injury** or **Property Damage** arising out of an **Occurrence** subsequent to the **Retroactive Date** stated in the Declarations must first be made by the **Named Insured** to **Us** in writing prior to the end of the **Policy Period**; and
  - b. The **Named Insured** must present evidence to the Company during the **Policy Period** that **Damages** were **Paid**; and
  - c. A request for reimbursement must include:
    - i. Injured party;
    - ii. Date of loss or injury;
    - iii. Description of event;
    - iv. Description of injury;
    - v. Loss location name and address;
    - vi. Itemized **Damages** with supporting documentation; and
    - vii. Evidence of Payment.
  - d. The **Occurrence** must occur in the **Policy Territory** and arise out of the **Named Insured's** operations.

## SECTION II: DEFENSE, SETTLEMENT AND NOTICE PROVISIONS

1. The **Named Insured** must immediately:
  - a. Provide **Us** with written notice of any **Bodily Injury, Property Damage, Personal and Advertising Injury or Medical incident**, that a reasonable person would believe could result in a request for reimbursement under this Policy;
  - b. Investigate and settle any claim; and
  - c. Provide and pay for adequate defense of any claim.
2. The **Named Insured** is permitted to delegate the obligation to investigate, settle and defend any claim to a **Third Party Administrator**.  
If a **Third Party Administrator** is delegated a claim that is received by or brought against the **Named Insured**, the **Named Insured** must:
  - a. Immediately create a written record of the specifics of the claim and the date received;  
and
  - b. Provide the **Third Party Administrator** written notice of the claim as soon as practicable.

Notice to the **Third Party Administrator** will not be considered notice to **Us** and a claim reported only to the **Third Party Administrator** will not be considered a request for reimbursement for **Damages** made under this policy. Coverage under this policy will apply only to requests for reimbursement for **Damages** which are reported directly to **Us** in writing by the **Named Insured** in accordance with all terms of this Policy and with the information listed above. The **Named Insured's** contract must require the **Third Party Administrator** to provide the **Named Insured** with the information necessary for the **Named Insured** to comply with these requirements, and to provide the **Named Insured** with any other claims information **We** request within 10 days of **Our** request.

The **Named Insured** shall be solely responsible for the payment of any **Third Party Administrator's** fees relating to claims adjustment Services. In no event will **We** be responsible for the payment of claims adjustment services or Third Party Administrative fees.

3. If **We** choose to participate in the defense of any claim, the **Named Insured** must:
  - a. Immediately send **Us** copies of any demands, notices, summons or legal papers received in connection with the claim;
  - b. Authorize **Us** to obtain records and other information;
  - c. Cooperate with **Us** in the investigation or settlement of the claim or defense against the **Suit**; and
  - d. Assist **Us**, upon **Our** request, in the enforcement of any right against any person or organization which may be liable to the **Named Insured** because of injury or damage to which this insurance may also apply.
4. **We** have the right but not the obligation to associate ourselves in the defense of any claim, to appoint an attorney, to represent our interests or to settle any claim at our discretion at our expense. However, if **We** are brought into the claim or named as a defendant in a claim, **We** have the right but not the obligation to associate

ourselves in the defense of any claim, to appoint an attorney, to represent **Our** interests or to settle any claim at **Our** discretion at **Your** expense.

### SECTION III: EXCLUSIONS

#### A. Exclusions Applicable to Insuring Agreement A (General Liability)

This policy does not apply and **We** will not reimburse the **Named Insured for Damages in** connection with any claim against the **Named Insured** arising out of, relating to or resulting from:

**1. Aircraft, Auto, or Watercraft**

Any injury arising out of the ownership, maintenance, use or entrustment to others of any aircraft, **Auto** or watercraft. Use includes operation and loading or unloading.

**2. Antitrust**

Any liability arising out of the actual or alleged involvement in any violation of an antitrust law or agreement or conspiracy to restrain trade.

**3. Asbestos**

Any liability arising out of:

- a. The actual or alleged or suspected ingestion, inhalation, absorption, or prolonged physical exposure or threat of exposure to asbestos in any form; or
- b. The manufacture, mining, use, sale, installation, removal, abatement, clean-up or distribution of, or exposure to, asbestos, asbestos waste or waste materials containing asbestos, asbestos fibers, asbestos products or asbestos dust.

**4. Contractual Liability**

Any liability the **Named Insured** assumes under any contract or agreement. This exclusion does not apply to:

- a. Liability that the **Named Insured** assumes in a written contract with:
  - i. A Health Maintenance Organization;
  - ii. A Preferred Provider Organization;
  - iii. An Independent Practice Association; or
  - iv. Any similar organization; or
- b. A warranty of fitness or quality of any therapeutic agents or supplies the **Named Insured has** furnished or supplied in connection with treatment that has been performed.

**5. Criminal Acts**

Arising out of any dishonest, fraudulent, criminal, intentional or malicious **Bodily Injury or Property Damage** or deliberate misrepresentation committed by or at the direction of, or with the knowledge of the **Named Insured**;

**6. Cross Suits**

Any claims made by one **Named Insured** against another **Named Insured**.

**7. Damage To Impaired Property Or Property Not Physically Injured**

**Property Damage** to Impaired Property or property that has not been physically injured, arising out of:

- a. A defect, deficiency, inadequacy or dangerous condition in **Your Work**; or
- b. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

**8. Department of Health and Human Services**

Any claim made by the U.S. Department of Health and Human Services (HHS) except for any claims or proceedings before any administrative body alleging in whole or in part violations of the Emergency Medical Treatment and Labor Act, any administrative or judicial hearings pertaining to Medicare or Medicaid fraud, or any other hearings initiated against the **Named Insured** by HHS or by any utilization or quality review organization under contract with HHS.

**9. Electronic Data**

**Damages** arising out of the loss of, loss of use of, **Damage** to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, **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

#### 10. Employment Related Practices

Any liability arising out of any refusal to employ; termination of employment; or coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination or other practices, policies, acts or omissions related to employment or general privileges. This exclusion does not apply to services by any person as a member of the **Named Insured's formal** accreditation, standards review or similar profession board or committee otherwise covered by this policy.

#### 11. Employer's Liability

Any **Bodily Injury** to:

1. An **Employee** of the **Named Insured** arising out of and in the course of:
  - a. Employment by the **Named Insured**; or
  - b. Performing duties related to the conduct of the **Named Insured's** business; or
2. The spouse, child, parent, brother or sister of that **Employee** as a consequence of Paragraph (1) above.

This exclusion applies:

1. Whether the **Named Insured** may be liable as an employer or in any other capacity; and
2. To any obligations to share **Damages** with or repay someone else who must pay **Damages** because of the injury.

#### 12. ERISA

Any liability under the Employee Retirement Income Security Act (E.R.I.S.A.) of 1974 or changes to it, or any similar state law.

#### 13. Fee Disputes

Any liability arising out of disputes about the **Named Insured's** fees, including collecting fees from any third party.

#### 14. Hospitals and Laboratories

Any liability arising out of the **Named Insured's** ownership or operation of a hospital or laboratory.

#### 15. Improper Licensure

Any liability arising out of the **Named Insured's** failure to have a license as required by law, or any liability arising out of any **Bodily Injury**:

1. That occurs while the **Named Insured's** license or the applicable license has been suspended, revoked or surrendered; or
2. That constitutes a violation of any restriction imposed upon such license.

#### 16. Intentional Harm

Any **Damage** or harm that is reasonably expected or intended from the standpoint of the **Named Insured**.

#### 17. Lead

Any liability arising out of:

1. The actual or alleged or suspected ingestion, inhalation, absorption, or prolonged physical exposure or threat of exposure to lead in any form; or
2. The manufacture, use, sale, removal, transportation, storage or disposal of lead or goods or products containing any form of lead.

#### 18. Liquor Liability

Any **Bodily Injury or Property Damage** for which the **Named Insured** may be held liable by reason of:

1. Causing or contributing to the intoxication of any person;
2. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
3. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

**19. Mobile Equipment**

Any **Bodily Injury or Property Damage** arising out of:

1. The transportation of **Mobile Equipment** by an **Auto** owned or operated by or rented or loaned to the **Named Insured**; or
2. The use of **Mobile Equipment** in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**20. Nuclear and Radioactive**

Any liability arising out of nuclear fission, nuclear fusion or radioactive contamination.

**21. Other Coverage Parts**

Any claims brought under any other Coverage Part of this policy other than this General Liability Coverage Part.

**22. Patients or Residents**

Any **Bodily Injury or Property Damage** sustained by the **Named Insured's** patients or residents.

**23. Physicians**

Any physician, including any resident, intern, extern or fellow. However, this exclusion does not apply to any physician, including any resident, intern, extern or fellow who is or was an **Employee** of the **Named Insured** with respect to the following:

1. Charitable activities approved by the **Named Insured**;
2. Participation in employer-sponsored continuing medical education courses; or
3. While acting within the scope of their administrative duties for the **Named Insured**.

**24. Pollution**

Any liability arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants** at any time.

**25. Pollution Cleanup Costs**

Any loss, cost or expense arising out of any:

1. Direction, request, demand, order or statutory or regulatory requirement that the **Named 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
2. 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 effects of **Pollutants**.

**26. Prior Acts**

Arising out of any **Bodily Injury or Property Damage** committed, or alleged to have been committed prior to the **Retroactive Date** including any **Bodily Injury or Property Damage** that is logically or causally connected by reason of any common fact, circumstance, situation, transaction, casualty, event, or decision.

**27. Products/Completed Operations Hazard**

Any **Bodily Injury or Property Damage** arising out of the **Products/Completed Operations Hazard**.

**28. Property Damage**

Any **Property Damage** to:

1. Property the **Named Insured** owns, rents, or occupies;
2. Premises the **Named Insured** sells, gives away or abandons, if the **Property Damage** arises out of any part of those premises;
3. Property loaned to the **Named Insured**;
4. Personal property in the care, custody or control of the **Named Insured**;
5. That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **Property Damage** arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because the **Named Insured's** work was incorrectly performed on it.

## 29. War

Any **Bodily Injury or Property Damage** arising, directly or indirectly, out of:

1. **War**, including undeclared or **Civil War**; or
2. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
3. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or
4. **Terrorism**, including any action taken in hindering or defending against an actual or expected incident of **Terrorism** regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

In the event of any incident of **Terrorism** that is not subject to the **Terrorism** Exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this Coverage Part.

Multiple incidents of **Terrorism** which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership will be considered to be one incident.

## 30. Workers' Compensation And Similar Laws

Any obligation of the **Named Insured** under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

## B. Exclusions Applicable to Insuring Agreement B (Personal And Advertising Injury Liability)

This insurance does not apply and **We** will not reimburse the **Named Insured** for **Damages** in connection with any claim against any **Insured** arising out of, relating to or resulting from:

### 1. Breach Of Contract

**Personal and Advertising Injury** arising out of a breach of contract, except an implied contract to use another's advertising idea in **Your Advertisement**.

### 2. Contractual Liability

**Personal and Advertising Injury** for which the **Insured** has assumed liability in a contract or agreement. This exclusion does not apply to liability for **Damages** that the **Insured** would have in the absence of the contract or agreement.

### 3. Criminal Acts

**Personal and Advertising Injury** arising out of a criminal act committed by or at the direction of the **Insured**.

### 4. Electronic Chatrooms Or Bulletin Boards

**Personal and Advertising Injury** arising out of an electronic chatroom or bulletin board the **Insured** hosts, owns, or over which the **Insured** exercises control.

### 5. Infringement Of Copyright, Patent, Trademark Or Trade Secret

**Personal and Advertising Injury** arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in **Your Advertisement**, of copyright, trade dress or slogan.

### 6. Knowing Violation Of Rights Of Another

**Personal and Advertising Injury** caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **Personal and Advertising Injury**.

### 7. Material Published Prior To Policy Period

**Personal and Advertising Injury** arising out of oral or written publication of material whose first publication took place before the beginning of the **Policy Period**.

### 8. Material Published With Knowledge Of Falsity

**Personal and Advertising Injury** arising out of oral or written publication of material, if done by or at the direction of the **Insured** with knowledge of its falsity.

**9. Named Insureds In Media And Internet Type Businesses**

**Personal and Advertising Injury** committed by an Insured whose business is:

- a. Advertising, broadcasting, publishing or telecasting;
- b. Designing or determining content of web-sites for others; or
- c. An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs B. 1, 2, and 3 of the definition of **Personal and Advertising Injury** as shown in the DEFINITIONS Section of this endorsement.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

**10. Pollution**

Any **Personal and Advertising Injury** arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants** at any time.

**11. Pollution Cleanup Costs**

Any loss, cost or expense arising out of any:

- a. Direction, request, demand, order or statutory or regulatory requirement 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
- b. 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 effects of **Pollutants**.

**12. Quality Or Performance Of Goods – Failure To Conform To Statements**

**Personal and Advertising Injury** arising out of the failure of goods, products or services to conform with any statement of quality or performance made in **Your Advertisement**.

**13. Unauthorized Use Of Another's Name Or Product**

**Personal and Advertising Injury** arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**14. War**

Any **Personal and Advertising Injury** arising, directly or indirectly, out of:

- a. **War**, including undeclared or Civil **War**; or
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or
- d. **Terrorism**, including any action taken in hindering or defending against an actual or expected incident of **Terrorism** regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

In the event of any incident of **Terrorism** that is not subject to the **Terrorism** Exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this Coverage Part.

Multiple incidents of **Terrorism** which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership will be considered to be one incident.

**15. Wrong Description Of Prices**

**Personal and Advertising Injury** arising out of the wrong description of the price of goods, products or services stated in **Your Advertisement**.

**C. Exclusions Applicable to Insuring Agreement C (Professional Liability)**

This policy does not apply and **We** will not reimburse the **Named Insured** for **Damages** in connection with any claim against the **Named Insured** arising out of, relating to or resulting from:

**1. Antitrust**

Any liability arising out of the actual or alleged involvement in any violation of an antitrust law or agreement or conspiracy to restrain trade.

**2. Contractual Liability**

Any liability the **Named Insured** assumes under any contract or agreement. This exclusion does not apply to:

- a. Liability that the **Named Insured** assumes in a written contract with:
  - i. A Health Maintenance Organization;
  - ii. A Preferred Provider Organization;
  - iii. An Independent Practice Association; or
  - iv. Any similar organization; or
- b. A warranty of fitness or quality of any therapeutic agents or supplies the **Named Insured** has furnished or supplied in connection with treatment that has been performed.

**3. Criminal Acts**

Any liability arising out of dishonest, fraudulent, criminal, intentional, or malicious acts, errors, or omissions.

**4. Cross Suits**

Any claims made by one **Named Insured** against another **Named Insured**.

**5. Department of Health and Human Services**

Any claim made by the U.S. Department of Health and Human Services (HHS) except for any claims or proceedings before any administrative body alleging in whole or in part violations of the Emergency Medical Treatment and Labor Act, any administrative or judicial hearings pertaining to Medicare or Medicaid fraud, or any other hearings initiated against the **Named Insured** by HHS or by any utilization or quality review organization under contract with HHS.

**6. Employer's Liability**

Any **Medical Incident** to:

1. An **Employee** of the **Named Insured** arising out of and in the course of:
  - a. Employment by the **Named Insured**; or
  - b. Performing duties related to the conduct of the **Named Insured's** business; or
2. The spouse, child, parent, brother or sister of that **Employee** as a consequence of Paragraph 1. above.

This exclusion applies:

1. Whether the **Named Insured** may be liable as an employer or in any other capacity; and
2. To any obligations to share **Damages** with or repay someone else who must pay **Damages** because of the injury.

**7. Fee Disputes**

Any liability arising out of disputes about the **Named Insured's** fees, including collecting fees from any third party.

**8. Hospitals and Laboratories**

Any liability arising out of the **Named Insured's** ownership or operation of a hospital or laboratory.

**9. Improper Licensure**

Any liability arising out of the **Named Insured's** failure to have a license as required by law, or any liability arising out of any **Medical Incident**:

1. That occurs while the **Named Insured's** license or the applicable license of any person providing or failing to provide **Professional Services** has been suspended, revoked or surrendered; or
2. That constitutes a violation of any restriction imposed upon such license.

**10. Intentional Harm**

Any **Damage(s)** or harm that is reasonably expected or intended from the standpoint of the **Named Insured**.

**11. Nuclear and Radioactive**

Any liability arising out of nuclear fission, nuclear fusion or radioactive contamination.

**12. Other Coverage Parts**

Any claims brought under any other Coverage Part of this policy other than this Healthcare Professional Liability Coverage Part.

**13. Physicians**

Any physician, including any resident, intern, extern or fellow. However, this exclusion does not apply to any physician, including any resident, intern, extern or fellow who is or was an **Employee** of the **Named Insured** with respect to the following:

- a. Charitable activities approved by the **Named Insured**;
- b. Participation in employer-sponsored continuing medical education courses; or
- c. While acting within the scope of their administrative duties for the **Named Insured**.

**14. Pollution**

Any liability arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants** at any time.

**15. Pollution Cleanup Costs**

Any loss, cost or expense arising out of any:

- a. Direction, request, demand, order or statutory or regulatory requirement that the **Named 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
- b. 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 effects of **Pollutants**.

**16. Prior Acts**

Any **Medical Incident** committed, or alleged to have been committed prior to the **Retroactive Date** including any **Medical Incident** that is logically or causally connected by reason of any common fact, circumstance, situation, transaction, casualty, event, or decision;

**17. Sexual Abuse**

Any liability arising out of sexual physical contact or actual or threatened sexual abuse, molestation, or harassment, including sexual verbal harassment, by the **Named Insured**.

**18. War**

Any **Medical Incident** arising, directly or indirectly, out of:

- a. War, including undeclared or civil war; or
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or
- d. **Terrorism**, including any action taken in hindering or defending against an actual or expected incident of **Terrorism** regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

In the event of any incident of **Terrorism** that is not subject to the **Terrorism** Exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this Coverage Part.

Multiple incidents of **Terrorism** which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership will be considered to be one incident.

**19. Workers' Compensation And Similar Laws**

Any obligation of the **Named Insured** under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

**D. Exclusions Applicable to Insuring Agreement D (Medical Payments Liability)**

This policy does not apply and **We** will not reimburse the **Named Insured** for expenses arising out of, relating to or resulting from **Bodily Injury**:



**1. Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

**2. Hired Person**

To a person hired to do work for or on behalf of the **Named Insured** or a tenant of the **Named Insured**.

**3. Injury On Normally Occupied Premises**

To a person injured on that part of premises **You** own or rent that the person normally occupies.

**4. Other Coverage Part Exclusions**

Excluded under any coverage parts provided by this Policy

**5. Products-Completed Operations Hazard**

Included within the **Products-Completed Operations Hazard**, if afforded by this policy.

**6. The Named Insured**

To any **Named Insured**, except Volunteer Workers.

**7. Workers' Compensation And Similar Laws**

To a person, whether or not an **Employee** of the **Named Insured**, if benefits for the **Bodily Injury** are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

**E. Exclusions Applicable to Insuring Agreement E (Products/Completed Operations Liability)**

This policy does not apply and **We** will not reimburse the **Named Insured** for **Damages** in connection with any claim against the **Named Insured** arising out of, relating to or resulting from:

**1. Antitrust**

Any liability arising out of the actual or alleged involvement in any violation of an antitrust law or agreement or conspiracy to restrain trade.

**2. Asbestos**

Any liability arising out of:

1. The actual or alleged or suspected ingestion, inhalation, absorption, or prolonged physical exposure or threat of exposure to asbestos in any form; or
2. The manufacture, mining, use, sale, installation, removal, abatement, clean-up or distribution of, or exposure to, asbestos, asbestos waste or waste materials containing asbestos, asbestos fibers, asbestos products or asbestos dust.

**3. Contractual Liability**

Any liability the **Named Insured** assumes under any contract or agreement. This exclusion does not apply to:

- a. Liability that the **Named Insured** assumes in a written contract with:
  - i. A Health Maintenance Organization;
  - ii. A Preferred Provider Organization;
  - iii. An Independent Practice Association; or
  - iv. Any similar organization; or
- b. A warranty of fitness or quality of any therapeutic agents or supplies the **Named Insured** has furnished or supplied in connection with treatment that has been performed.

**4. Criminal Acts**

Arising out of any dishonest, fraudulent, criminal, intentional or malicious **Bodily Injury or Property Damage** or deliberate misrepresentation committed by or at the direction of, or with the knowledge of the **Named Insured**;

**5. Cross Suits**

Any claims made by one **Named Insured** against another **Insured**.

**6. Damage To Impaired Property Or Property Not Physically Injured**

**Property damage to Impaired Property** or property that has not been physically injured, arising out of:

- a. A defect, deficiency, inadequacy or dangerous condition in **Your Product or Your Work**; or

- b. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to **Your Product or Your Work** after it has been put to its intended use.

**7. Damage To Your Product**

**Property Damage to Your Product** arising out of it or any part of it.

**8. Damage To Your Work**

**Property Damage to Your Work** arising out of it or any part of it and included in the **Products-Completed Operations Hazard**.

This exclusion does not apply if the **Damaged Work** or the work out of which the **Damage** arises was performed on your behalf by a subcontractor.

**9. Department of Health and Human Services**

Any claim made by the U.S. Department of Health and Human Services (HHS) except for any claims or proceedings before any administrative body alleging in whole or in part violations of the Emergency Medical Treatment and Labor Act, any administrative or judicial hearings pertaining to Medicare or Medicaid fraud, or any other hearings initiated against the **Named Insured** by HHS or by any utilization or quality review organization under contract with HHS.

**10. Electronic Data**

**Damages** arising out of the loss of, loss of use of, **Damage** to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, **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

**11. Employer's Liability**

Any **Bodily Injury** to:

- a. An **Employee** of the **Named Insured** arising out of and in the course of:
  - i. Employment by the **Named Insured**; or
  - ii. Performing duties related to the conduct of the **Named Insured's** business; or
- b. The spouse, child, parent, brother or sister of that **Employee** as a consequence of Paragraph (a) above.

This exclusion applies:

- a. Whether the **Named Insured** may be liable as an employer or in any other capacity; and
- b. To any obligations to share **Damages** with or repay someone else who must pay **Damages** because of the injury.

**12. ERISA**

Any liability under the Employee Retirement Income Security Act (E.R.I.S.A.) of 1974 or changes to it, or any similar state law.

**13. Hospitals and Laboratories**

Any liability arising out of the **Named Insured's** ownership or operation of a hospital or laboratory.

**14. Improper Licensure**

Any liability arising out of the **Named Insured's** failure to have a license as required by law, or any liability arising out of any **Bodily Injury**

- a. That occurs while the **Named Insured's** license has been suspended, revoked or surrendered; or
- b. That constitutes a violation of any restriction imposed upon such license.

**15. Lead**

Any liability arising out of:

- a. The actual or alleged or suspected ingestion, inhalation, absorption, or prolonged physical exposure or threat of exposure to lead in any form; or
- b. The manufacture, use, sale, removal, transportation, storage or disposal of lead or goods or products containing any form of lead.

**16. Liquor Liability**

Any **Bodily Injury or Property Damage** for which the **Named Insured** may be held liable by reason of:

- a. Causing or contributing to the intoxication of any person;
  - b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
  - c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.
- This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

**17. Nuclear and Radioactive**

Any liability arising out of nuclear fission, nuclear fusion or radioactive contamination.

**18. Other Coverage Parts**

Any claims brought under any other Coverage Part of this policy other than this Products/Completed Operations Coverage Part.

**19. Patients or Residents**

Any **Bodily Injury or Property Damage** sustained by the **Named Insured's** patients or residents.

**20. Physicians**

Any physician, including any resident, intern, extern or fellow. However, this exclusion does not apply to any physician, including any resident, intern, extern or fellow who is or was an **Employee** of the **Named Insured** with respect to the following:

- a. Charitable activities approved by the **Named Insured**;
- b. Participation in employer-sponsored continuing medical education courses; or
- c. While acting within the scope of their administrative duties for the **Named Insured**.

**21. Pollution**

Any liability arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants** at any time.

**22. Pollution Cleanup Costs**

Any loss, cost or expense arising out of any:

- a. Direction, request, demand, order or statutory or regulatory requirement that the **Named 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
- b. 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 effects of **Pollutants**.

**23. Prior Acts**

Arising out of any **Bodily Injury or Property Damage** committed, or alleged to have been committed prior to the **Retroactive Date** including any **Bodily Injury or Property Damage** that is logically or causally connected by reason of any common fact, circumstance, situation, transaction, casualty, event, or decision.

**24. Property Damage**

Any **Property Damage** to:

- a. Property the **Named Insured** owns, rents, or occupies;
- b. Premises the **Named Insured** sells, gives away or abandons, if the **Property Damage** arises out of any part of those premises;
- c. Property loaned to the **Named Insured**;
- d. Personal property in the care, custody or control of the **Named Insured**;
- e. That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **Property Damage** arises out of those operations; or
- f. That particular part of any property that must be restored, repaired or replaced because the **Named Insured's** work was incorrectly performed on it.

**25. Recall Of Products, Work Or Impaired Property**

**Damages** claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- a. **Your Product;**
- b. **Your work;** or
- c. Impaired property;

If such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

## 26. War

Any **Bodily Injury** or **Property Damage** arising, directly or indirectly, out of:

- a. **War**, including undeclared or Civil **War**; or
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or
- d. **Terrorism**, including any action taken in hindering or defending against an actual or expected incident of **Terrorism** regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

In the event of any incident of **Terrorism** that is not subject to the **Terrorism** Exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this Coverage Part.

Multiple incidents of **Terrorism** which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership will be considered to be one incident.

## 27. Workers' Compensation And Similar Laws

Any obligation of the **Named Insured** under a workers compensation, disability benefits or unemployment compensation law or any similar law.

## SECTION IV: LIMITS OF INSURANCE

The Limits of Insurance shown in the Declarations and the rules below are the most **We** will reimburse the **Named Insured** for **Damages** regardless of the number of:

1. **Named Insureds**; or
2. Reimbursement requests made;

The Limits of Liability will apply to the entire **Policy Period**, regardless of its length.

### A. Combined Aggregate Limit

The Combined Aggregate Limit is the most **We** will reimburse the **Named Insured** for the sum of all **Damages** under all Coverage Parts of this policy.

Upon exhaustion of the Combined Aggregate Limit, we will have no obligation to make any further reimbursements to the **Named Insured** for any **Damages**.

### B. Damage To Premises Rented To You Limit

Subject to the General Liability Aggregate Limit, the **Damage To Premises Rented To You Limit** stated in the Declarations is the most we will reimburse for **Damages** because of **Property Damage** to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

### C. Each Occurrence Limit

Subject to the General Liability Aggregate Limit, the Each **Occurrence** Limit stated in the Declarations is the most **We** will reimburse the **Named Insured** for the sum of **Damages** because of **Bodily Injury** or **Property Damages** arising out of any one **Occurrence**. All **Bodily Injury** or **Property Damages** arising from continuous, related or repeated **Bodily Injury** or **Property Damages** will be considered one **Occurrence**.

**D. General Liability Aggregate Limit**

Subject to the Combined Aggregate Limit, the most **We** will reimburse the **Named Insured** for all **Damages** combined in connection with all **Bodily Injury** or **Property Damage** is the General Liability Aggregate Limit stated in the Declarations. Upon exhaustion of the General Liability Aggregate Limit, we will have no obligation to make any further reimbursements to the **Named Insured** for any **Damages** resulting from any **Bodily Injury** or **Property Damage**.

**E. Each Medical Incident Limit**

Subject to the Professional Liability Aggregate Limit, the most **We** will reimburse the **Named Insured** for all **Damages** combined in connection with each **Medical Incident** is the Professional Liability Each **Medical Incident** Limit stated in the Declarations. All **Medical Incidents** arising from continuous, related or repeated **Medical Incidents** will be considered one **Medical Incident**.

**F. Professional Liability Aggregate Limit**

Subject to the Combined Aggregate Limit, the most **We** will reimburse the **Named Insured** for all **Damages** combined in connection with all **Medical Incidents** involving each Insured Location is the Professional Liability Aggregate Limit each Insured Location stated in the Declarations. Upon exhaustion of the Professional Liability Aggregate Limit each Insured Location, we will have no obligation to make any further reimbursements to the **Named Insured** for any **Damages** resulting from any **Medical Incident** involving each Insured Location.

**G. Each Occurrence Limit (Products/Completed Operations)**

Subject to the Products/Completed Operations Liability Aggregate Limit, the Each **Occurrence** Limit stated in the Declarations is the most **We** will reimburse the **Named Insured** for the sum of all **Damages** because of **Bodily Injury** or **Property Damages** included within the **Products/Completed Operations Hazard** arising out of any one **Occurrence**. All **Bodily Injury** or **Property Damages** included within the **Products/Completed Operations Hazard** arising from continuous, related or repeated **Bodily Injury** or **Property Damages** will be considered one **Occurrence**.

**H. Products/Completed Operations Liability Aggregate Limit**

Subject to the Combined Aggregate Limit, the most **We** will reimburse the **Named Insured** for all **Damages** combined in connection with all **Bodily Injury** or **Property Damages** included within the **Products/Completed Operations Hazard** is the Products/Completed Operations Liability Aggregate Limit stated in the Declarations. Upon exhaustion of the Products/Completed Operations Liability Aggregate Limit, we will have no obligation to make any further reimbursements to the **Named Insured** for any **Damages** resulting from any **Bodily Injury** or **Property Damage** included within the **Products/Completed Operations Hazard**.

**I. Personal and Advertising Injury Limit**

Subject to the General Liability Aggregate Limit, the **Personal and Advertising Injury** limit stated in the Declarations is the most **We** will reimburse the **Named Insured** for the sum of **Damages** because of **Personal and Advertising Injury** sustained by any one person or organization.

These limits are included within and shall reduce the General Liability Aggregate limit referred to in the LIMITS OF INSURANCE section of the Healthcare General Liability Coverage Part.

**SECTION V: CONDITIONS**

**A. 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 claim against the **Named Insured** seeking **Damages**, or
2. To sue **Us** on this policy.

**B. APPLICATION**

By acceptance of this policy, the **Named Insured** reaffirms as of the first day of the **Policy Period** that (a) the statements on the application are the **Named Insured's** agreements and representations, (b) this policy is issued in reliance upon the truth and accuracy of such representations, and (c) this policy encompasses all agreements existing between the **Named Insured** and **Us** or any of its agents relating to this insurance.

**C. ASSIGNMENT**

Assignment of interest under this policy will not bind **Us** unless **We** consent in writing.

**D. BANKRUPTCY**

Bankruptcy or insolvency of the **Named Insured** or of the **Named Insured's** estate will not relieve **Us** of **Our** obligations under this policy.

**E. CANCELLATION**

Premium for this policy is fully earned at inception. Once the premium has been **Paid** and all conditions of binding have been met, no return premium of any kind will be available and this policy may not be cancelled by the **Named Insured** or **Us**, unless both parties agree to such cancellation in writing.

**F. CERTIFICATES OF INSURANCE**

**We** will not review, accept or retain copies of any certificates of insurance or additional **Named Insured** endorsements prepared by anyone. Moreover, **We** will not be responsible for any liability resulting from the issuance of any unauthorized endorsement or the issuance of an endorsement which has been authorized by **Us** but where the authorized wording is amended or revised in any way, without the prior written approval of **Us**.

**We** will not be responsible for any liability resulting from the issuance of any certificate of insurance. In no event does anyone have the authority to issue certificates of insurance which include any addition and/or modification of the policy terms and conditions, additional **Named Insureds**, waivers of subrogation or any special additional coverages unless expressly approved in writing by the Company.

The certificate of insurance issued by **You** shall contain the wording exactly as set below without modification.

"Coverage is afforded on a Reimbursement basis for **Damages** made and **Paid** and reported to Midwest Insurance Group, Inc. by the **Named Insured** in accordance with the policy provisions. All payments to the **Named Insured** including Reimbursement Expense, Loss Adjustment Expense and Defense Costs are inside the limit of liability. The policy will only reimburse the **Named Insured** and will not reimburse any third parties. Any reimbursements to the **Named Insured** are included within and shall reduce the Combined Aggregate Limit of the Policy."

Copies of all certificates of insurance and any endorsement sent with those certificates must be retained by the issuer for the time period required by state law or regulation in the state in which the certificate of insurance is issued, but in no event less than five years from the date indicated on the certificate.

Unless this policy is physically endorsed by **Us**, the issuance of a certificate of insurance does not amend, extend, or alter the coverage provided by this policy or change the person(s) or entities to whom such coverage is afforded under this policy. No one without the express written authority from **Us** has the authority to issue certificates of insurance or endorsements of any kind including without limitation additional **Named Insured** endorsements, which include any addition and/or modification of this policy's terms and conditions, or purport to add any additional **Named Insured(s)** and/or change any term, condition, or provision of this policy unless such policy changes or modifications are first approved by the Company and a policy endorsement is issued by the Company.

**G. CHANGES IN EXPOSURE**

If after the inception date of this policy there is a material change among the **Named Insured's** partners, stockholders, or members or in the nature of the **Named Insured's** business, then the **Named Insured** will report such a change in writing to **Us** within 30 days of the change, and **We** will be given the right to revise the terms, conditions or exclusions of the policy and/or charge an additional premium.

**H. CONFORMANCE TO STATUTE**

Any terms of this policy which are in conflict with terms of any applicable laws construing this policy are hereby amended to conform to such laws.

**I. EXAMINATION OF THE NAMED INSURED'S BOOKS AND RECORDS**

**We** may examine and audit the **Named Insured's** books and records as they relate to this policy at any time during the **Policy Period** and up to three years afterward.

**J. INDEMNIFICATION**

The **Named Insured** agrees:

1. **We** are not responsible for paying any amounts beyond the combined aggregate Limits of Liability of this policy;
2. It is not anticipated that **We** will be legally required to pay any amounts beyond the combined aggregate Limits of Liability of this policy, and;
3. **We** will have no legal or contractual obligation to pay any amounts beyond the combined aggregate limits of Liability of this policy. If **We** are legally required to pay any amounts beyond the combined aggregate Limits of Liability of this policy, **You** agree to fully indemnify **Us** and hold **Us** harmless with respect to such amounts, unless the event is solely a result of **Our** actions.

**K. INSPECTIONS AND SURVEYS**

1. **We** have the right to:
  - a. Make inspections and surveys at any time;
  - b. Give the **Named Insured** reports on the conditions **We** find; and
  - c. Recommend changes.
2. **We** are not obligated to make any inspections, surveys, reports or recommendations and any such actions **We** do undertake relate only to insurability and the premiums to be charged. **We** do not make safety inspections. **We** do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And **We** do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1 and 2 of this condition apply not only to **Us**, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

**L. LIABILITY OF THE COMPANY**

The **Named Insured** agrees that **Our** liability hereunder will be satisfied solely from **Our** available funds and that **Our** directors, officers, agents, managers, representatives, and shareholders will have no liability hereunder to the **Named Insured**.

**M. OTHER INSURANCE**

The insurance afforded by this policy is excess insurance over any other insurance available to **You**.

**N. PREMIUMS**

The **Named Insured** shown in the Declarations is responsible for the payment of all premiums.

**O. PRIVACY NOTICE**

Privacy is important to **Us**. **We** understand that consumers really care about their privacy and want it to be protected. **We** are committed to safeguarding nonpublic personal information **We** collect about **Our** consumers.

**We** treat personal information carefully and take steps to assure that it remains private. **We** allow only authorized employees to have access to personal information. **We** maintain physical, electronic and procedural security protections to safeguard the information in **Our** records.

In order to conveniently and effectively provide and service the insurance products **We** sell, **We** may collect and use personal information from consumers on their applications or other forms; from **Our** transactions with consumers, such as payment and claims history; and from third parties, such as credit reports and claims history.

Except as required or permitted by law, **We** do not share personal information outside **Our** company without obtaining the consumer's permission.

Keeping consumer information accurate and updated is important to **Us**. Consumers may see and request correction of personal information about them in **Our** files, or contact **Us** with questions about **Our** privacy policy by writing to:

**P. SERVICE OF SUIT**

The service of process in any claim or **Suit** on the policy against the Company may be made upon the highest one in authority bearing the title "Commissioner", "Director" or "Superintendent" of Insurance of the state or commonwealth wherein the policy is issued. The one in authority bearing the title "Commissioner", "Director" or "Superintendent" of Insurance of the state or commonwealth wherein the policy is issued is hereby authorized and directed to accept service of process on our behalf in any such claim or **Suit**.

**Caitlin Morgan Insurance Services**  
5875 Castle Creek Parkway N. Drive, Suite 215  
Indianapolis, IN 46250  
Tel.: (317) 575-4440  
Fax: (317) 575-4454

**Q. THIRD PARTIES**

This policy shall not be deemed to give any right or remedy whatsoever to any third party.

## SECTION VI: DEFINITIONS

Whenever used in this policy:

### A. **Advertisement** means:

A notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

1. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
2. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

### B. **Auto** means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But **Auto** does not include **Mobile Equipment**.

### C. **Bodily Injury** means bodily injury, sickness or disease sustained by a person, including disability, shock, mental anguish, mental injury or death resulting from any of these at any time, but only if resulting directly from physical injury, sickness, or disease sustained by the same person.

### D. **Damages** means a monetary payment of a claim, including any claim expenses, legal and loss adjustment expenses **Paid** by the **Named Insured** as a result of a claim against the **Named Insured** due to **Bodily Injury, Property Damage, Personal and Advertising Injury, or Medical Incident**. **Damages** does not include:

1. Taxes, fines, penalties, sanctions or awards of attorneys' fees or legal expenses, whether imposed by law or otherwise, including, but not limited to awards under Rule 11 of the Federal Rules of Civil Procedure or any similar state rule, or awards of attorneys' fees permitted by statute;
2. Punitive or exemplary **Damages**; except where a wrongful death claim is punitive by statute;
3. The return of or restitution of any fees, costs or expenses **Paid** by the **Named Insured**;
4. Matters deemed uninsurable by law; or
5. Any costs assessed as a result of a **Disciplinary Proceeding**.

### E. **Disciplinary Proceeding** means any proceeding initiated by a regulatory or disciplinary official or agency to investigate charges made against the **Named Insured**.

### F. **Employee** means a person who receives wages or salary from the **Named Insured**. **Employee** also includes:

1. A leased worker, but does not include a temporary worker or an independent contractor;
2. Any authorized volunteer worker for the **Named Insured**, other than a healthcare provider, but only while acting within the scope of his or her duties as such and at the direction of the **Named Insured**;
3. Any student enrolled in a training program, but only while acting within the scope of his or her duties as such and at the direction of the **Named Insured**;
4. The **Named Insured's** superintendents, administrators, directors, medical directors, department heads and heads of the medical staff, but only in their capacity as such; and
5. The **Named Insured's** trustees and governors while in the course and scope of their employment or their duties as trustees and governors.

### G. **Medical Incident** means any act, error or omission in the providing of or failure to provide **Professional Services**. **Medical incident** includes mental anguish or emotional distress, but only if resulting directly from physical injury, sickness, or disease sustained by the same person.

### H. **Mobile Equipment** means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises you own or rent;
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - a. Power cranes, shovels, loaders, diggers or drills; or
  - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
5. Vehicles not described in 1., 2., 3., or 4 above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - b. Cherry pickers and similar devices used to raise or lower workers;



6. Vehicles not described in 1., 2., 3., or 4 above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not **Mobile Equipment** but will be considered **Autos**:

- a. Equipment designed primarily for:
  - (1) Snow removal;
  - (2) Road maintenance, but not construction or resurfacing; or
  - (3) Street cleaning;
- b. Cherry pickers and similar devices mounted on Auto or truck chassis and used to raise or lower workers; and
- c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, **Mobile Equipment** does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered **Autos**.

- I. **Named Insured** means the person or organization identified as such on the Declarations Page.
- J. **Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- K. **Paid** means payment of **Damages** will be deemed to occur on the date when the **Named Insured's** payment check is issued to the payee.
- L. **Personal and Advertising Injury** means injury, including consequential **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, 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;
  7. The use of another's advertising idea in **Your Advertisement**; or
  8. Infringing upon another's copyright, trade dress or slogan in **Your Advertisement**.
- M. **Policy Period** means the period from the inception date of this policy to the expiration date as set forth in the Declarations Page, or its earlier termination or cancellation date, if any. **Policy Period** will not include any optional Extended Reporting Period.
- N. **Policy Territory** means:
  1. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  2. International waters or airspace, but only if the **Bodily Injury, Property Damage, Personal and Advertising Injury, or Medical Incident** occurs in the course of travel or transportation between any places included in 1. above; or
  3. All other parts of the world if the **Bodily Injury, Property Damage, Personal and Advertising Injury, or Medical Incident** arises out of the activities of a person whose home is in the territory described in 1. above, but is away for a short time on **Your** business; provided the **Named Insured's** 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.
  4. Notwithstanding the foregoing or anything else to the contrary, reimbursement for **Damages** under this policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but no limited to, sanctions, laws and regulation administered and enforced by the US Treasury Department's Office of Foreign Assets Control ("OFAC").
- O. **Pollutants** means 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.
- M. **Products/Completed Operations Hazard** means:
  1. All **Bodily Injury** and **Property Damage** occurring away from premises you own or rent and arising out of **Your Work** except:
    - a. Products that are still in your physical possession; or
    - b. Work that has not yet been completed or abandoned. However, **Your Work** will be deemed completed at the

earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
- (2) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project. Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

2. Does not include **Bodily Injury** or **Property Damage** arising out of:

- a. The transportation of property, unless the injury or **Damage** arises out of a condition in or on a vehicle not owned or operated by **You**, and that condition was created by the **Loading or Unloading** of that vehicle by the **Named Insured**;
- b. The existence of tools, uninstalled equipment or abandoned or unused materials; or
- c. Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that **Products/Completed Operations** are included.

**N. Professional Services** means services rendered by the **Named Insured** or **Employees** on behalf of the **Named Insured** for others, including:

1. Medical, nursing or other health care services, including but not limited to the furnishing of food or beverages in connection with such services; the furnishing or dispensing of drugs or medicine, or the handling or treatment of dead bodies.
2. Service by any person as a member of a formal accreditation, standards review or similar professional board or committee of the **Named Insured**; or
3. Supervising, teaching or proctoring of others at **Your** request.

**O. 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 **Occurrence** that caused it.

**P. Retroactive Date** means the date specified in the Declarations, or in any endorsement attached to this policy, on or after which an act, error, or omission must have occurred in order for any claim arising from **Bodily Injury, Property Damage, Medical Incident, or Personal and Advertising Injury** to be covered under this policy.

**Q. Suit** means a civil proceeding in which **Damages** to which this insurance applies are alleged. **Suit** includes:

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

**R. Terrorism** means activities against persons, organizations or property of any nature:

1. That involve the following or preparation for the following:
  - a. Use or threat of force or violence; or
  - b. Commission or threat of a dangerous act; or
  - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
2. When one or both of the following applies:
  - a. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
  - b. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

**S. Third Party Administrator** means an organization that processes claims for the **Named Insured** under a written contract.

**T. Your Product** means:

1. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - a. **You**;
  - b. Others trading under **Your** name; or
  - c. A person or organization whose business or assets **You** have acquired; and

2. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**Your Product** Includes:

1. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **Your Product**; and
2. The providing of or failure to provide warnings or instructions.  
**Your Product** does not include vending machines or other property rented to or located for the use of others but not sold.

**U. Your Work** means:

1. Work or operations performed by **You** or on **Your** behalf; and
2. Materials, parts or equipment furnished in connection with such work or operations.

**Your Work** Includes:

1. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **Your Work**; and
2. The providing of or failure to provide warnings or instructions.

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

**ADDITIONAL INSURED ENDORSEMENT**

This Endorsement shall not serve to increase **Our** limits of insurance, as described in the **LIMITS OF INSURANCE** section of the policy.

Additional Insured: Those parties that are required to be named as an additional insured in a written contract with the **Named Insured** entered into prior to the loss or **Occurrence**.

Effective Date: The later of the effective date of this policy or the date on which the written contract was executed, but in no event later than the policy expiration date or applicable earlier termination date of this policy.

It is agreed that the following changes are incorporated into the policy:

The coverage afforded by this policy shall apply to amounts **Paid** by the **Named Insured** on behalf of the additional Insured and claimed for reimbursement by the **Named Insured**, subject to all other terms and conditions of this endorsement.

Coverage under this endorsement applies only as respects a legally enforceable written contract with the **Named Insured** and only for liability arising out of or relating to the **Named Insured's** negligence and only for **Bodily Injury** or **Property Damage** caused by an **Occurrence** or **Medical Incident** under the Healthcare General Liability or Healthcare Professional Liability Coverage Parts not otherwise excluded in the policy to which this endorsement applies.

**Our** obligation under this endorsement applies only to the reimbursement of **Damages** in excess of any self-insured retention amount payable under the policy. There shall be no coverage afforded to the **Named Insured** until any self-insured retention is satisfied by the **Named Insured**.

It is further agreed that, irrespective of the number of entities named as Insureds under this policy, in no event shall the limits of liability exceed the limits of liability designated in the Declarations. The policy will only respond to reimburse the **Named Insured** shown on the Declarations and will not reimburse any third parties, including but not limited to additional insureds.

All other terms, conditions, coverages, and exclusions under the policy are applicable to this endorsement and remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY.**

**PLEASE READ IT CAREFULLY.**

**EXCLUSION OF CERTIFIED ACTS OF TERRORISM**

This Endorsement shall not serve to increase **Our** limits of insurance, as described in the **LIMITS OF INSURANCE** section of the policy.

The following exclusion shall be added to and apply to all SECTIONS and COVERAGE PARTS of the policy.

**A.** This insurance does not apply to:

**TERRORISM**

Any injury, **Occurrence**, or **Damage** arising, directly or indirectly, out of a Certified Act of Terrorism

**B.** The following definitions are added:

1. For the purposes of this endorsement, any injury, **Occurrence**, or **Damage** means any injury, **Occurrence**, or **Damage** covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to any **Bodily Injury, Property Damage, Medical Incident** or injury as may be defined in any applicable Coverage Part.
2. **Certified Act of Terrorism** means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of Terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a **Certified Act of Terrorism** include the following:
  - a. The act resulted in Insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
  - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

It is agreed that irrespective of the number of Insureds or locations under this policy, all reimbursements by the Company, including payments at the location(s) subject to this endorsement, shall erode the Combined Aggregate Limit designated in the Declarations.

All other terms, conditions, coverages, and exclusions under the policy are applicable to this endorsement and remain unchanged.

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

**MOLD, MILDEW, FUNGUS EXCLUSION**

This Endorsement shall not serve to increase **Our** limits of insurance, as described in the **LIMITS OF INSURANCE** section of the policy.

The following exclusion shall be added to and apply to all SECTIONS and coverage parts of the policy.

**A.** This insurance does not apply to:

1. **Bodily Injury, Property Damage, or Medical Incidents** arising out of, relating to or resulting from the actual or alleged existence, exposure, ingestion, inhalation, abatement, testing, monitoring, remediation, **Enclosure**, decontamination, repair or removal of **Mold, Mildew or Fungus** in any form.
2. Any loss, cost, expense or **Damages**, whether actual or alleged, arising out of, relating to, or resulting from **Mold, Mildew or Fungus** that arises from any cause whatsoever, whether caused by any act or omission of the **Named Insured** or any third party, whether caused by chronic water intrusion into the building envelope, whether caused by the presence of water on or in any substance or substrate, whether caused by construction defects, whether caused by any action or inaction of the **Named Insured** or any third party, whether caused by any act of God, or whether caused by any combination of factors.
3. **Bodily Injury, Property Damage, or Medical Incidents**, or repair, replacement, remediation, decontamination or removal of any material or building structure or member arising out of the existence, exposure, ingestion, inhalation, abatement, testing, monitoring, **Enclosure, Microbiological Decontamination**, remediation, repair or removal of any contaminant that causes any alleged chemical sensitivity.

**We** have no duty to defend the **Named Insured**, investigate any **Occurrence**, offense or **Suit** against the **Named Insured**, settle any claim on behalf of the **Named Insured**, or reimburse the **Named Insured** with regard to any **Occurrence**, offense or **Suit** that arises out of any contamination, **Bodily Injury, Property Damage, or Medical Incident** caused by or arising out of the existence of **Mold, Mildew or Fungus** in any form whether the **Mold, Mildew or Fungus** is the sole cause, concurrent cause, partial cause, or contributing cause of any **Damage** or injury claimed. If **You** investigate or defend any such **Occurrence**, offense or **Suit**, **We** have no duty to pay the expenses of the investigation or defense, nor do **We** have any duty to reimburse **You**.

**B.** The following definitions are added to the **DEFINITIONS** section of the policy:

1. **Enclosure** means those procedures and operations required to construct an airtight, impermeable wall, ceiling or other permanent barrier around surfaces contaminated by a material or substance in order to prevent the discharge, dispersal, release or escape of any part of that material or substance.
2. **Microbiological Decontamination** means those activities, procedures or operations required to clean up, detoxify, dilute, remove or abate microorganisms, fungi, bacteria, allergens and other similar matter.
3. **Mold, Mildew or Fungus** means any plant-like group that does not produce chlorophyll and derives food either by decomposing organic matter or by parasitic attachment to living organisms or any substance specifically or commonly referred to as **Mold, Mildew or Fungus**.

It is agreed that irrespective of the number of Insureds or locations under this policy, all reimbursements by the Company, including payments at the location(s) subject to this endorsement, shall erode the Combined Aggregate Limit designated in the Declarations.

All other terms, conditions, coverages, and exclusions under the policy are applicable to this endorsement and remain unchanged.

**HEALTH CARE FACILITY LIABILITY POLICY  
REIMBURSEMENT FORM  
COLLATERAL RELATED REDUCTION IN LIMITS ENDORSEMENT**

The **policy** is hereby modified as follows:

Notwithstanding any other provision of the **policy**, as a condition precedent to **our** obligation to pay any part of the coverage limit for a **professional incident, occurrence**, or other event triggering coverage, the **policyholder** must (1) provide collateral to **us** totaling the amount of the General Aggregate Limit shown on the **Coverage Summary**; and (2) provide documentation acceptable to **us** showing that the **policyholder** has replenished any amount of collateral eroded by prior payments. Additionally, if the **policyholder** fails to replenish the amount of the collateral to an amount equal to the General Aggregate Limit shown on the **Coverage Summary** within ten (10) days of reporting a covered **professional incident, occurrence**, or other event triggering coverage to **us**, then the General Aggregate Limit of Liability for the **policy** shall be reduced to the amount of the collateral then held in trust for **our** benefit.

Document Page 113 of 214  
**MIDWEST INSURANCE GROUP, INC.,**  
**A RISK RETENTION GROUP**



A risk retention group.

**Long Term Health Care Facility  
 Professional and General Liability Policy**

**SCHEDULE**

**FIRST NAMED INSURED**

Entity	Location/Facility address	Interest, Rating Basis, or # of beds	Retro-Date	Separate PL Agg. Applies
1. LaVie Care Centers, LLC	1040 Crown Pointe Pkwy Atlanta, GA 30338			\$400,000 Occ \$1,000,000 Agg

**ADDITIONAL INSURED**

"Alpha Health Care Properties, LLC"	GL Occ Limit	GL Agg Limit	PL Occ Limit	PL Agg Limit	Prod/Compl Operations	Pers & Adv Injury Limit	Damage to Prem Rent Limit	Med Pay	Emp Ben Liab Each	Emp Ben Liab Agg	Comb Agg	Self Ins Retention
741 South Beneva Road Operations LLC	\$100,000	\$300,000	\$100,000	\$300,000	\$100,000	\$100,000	\$100,000	\$0	\$50,000	\$885,000	\$885,000	\$0
702 South Kings Avenue Operations LLC	\$100,000	\$300,000	\$100,000	\$300,000	\$100,000	\$100,000	\$100,000	\$0	\$50,000	\$885,000	\$885,000	\$0
3110 Oakbridge Boulevard Operations LLC	\$100,000	\$300,000	\$100,000	\$300,000	\$100,000	\$100,000	\$100,000	\$0	\$50,000	\$885,000	\$885,000	\$0
6414 13th Road South Operations LLC	\$100,000	\$300,000	\$100,000	\$300,000	\$100,000	\$100,000	\$100,000	\$0	\$50,000	\$885,000	\$885,000	\$0
Catalina Gardens Health Care Associates, LLC	\$100,000	\$300,000	\$100,000	\$300,000	\$100,000	\$100,000	\$100,000	\$0	\$50,000	\$885,000	\$885,000	\$0
2939 South Haverhill Road Operations LLC	\$100,000	\$300,000	\$100,000	\$300,000	\$100,000	\$100,000	\$100,000	\$0	\$50,000	\$885,000	\$885,000	\$0
9311 South Orange Blossom Trail Operations LLC	\$100,000	\$300,000	\$100,000	\$300,000	\$100,000	\$100,000	\$100,000	\$0	\$50,000	\$885,000	\$885,000	\$0
741 South Beneva Road Operations, LLC	\$100,000	\$300,000	\$100,000	\$300,000	\$100,000	\$100,000	\$100,000	\$0	\$50,000	\$885,000	\$885,000	\$0
1820 Shore Drive Operations LLC	\$250,000	\$500,000	\$250,000	\$500,000	\$500,000	\$250,000	\$250,000	\$0	\$50,000	\$885,000	\$885,000	\$0
"Centennial Healthcare Properties, LLC"	GL Occ Limit	GL Agg Limit	PL Occ Limit	PL Agg Limit	Prod/Compl Operations	Pers & Adv Injury Limit	Damage to Prem Rent Limit	Med Pay	Emp Ben Liab Each	Emp Ben Liab Agg	Comb Agg	Self Ins Retention
Glenburney HealthCare, LLC	\$250,000	\$500,000	\$250,000	\$500,000	\$250,000	\$250,000	\$250,000	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
Riley HealthCare, LLC	\$250,000	\$500,000	\$250,000	\$500,000	\$250,000	\$250,000	\$250,000	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
Winona Manor HealthCare, LLC	\$250,000	\$500,000	\$250,000	\$500,000	\$250,000	\$250,000	\$250,000	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
McComb HealthCare, LLC	\$250,000	\$500,000	\$250,000	\$500,000	\$250,000	\$250,000	\$250,000	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
Hilltop Mississippi HealthCare, LLC	\$250,000	\$500,000	\$250,000	\$500,000	\$250,000	\$250,000	\$250,000	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
Starkville Manor HealthCare, LLC	\$250,000	\$500,000	\$250,000	\$500,000	\$250,000	\$250,000	\$250,000	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
Brownsboro Hills HealthCare, LLC	\$0	\$0	\$250,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000	\$0
"Consulate MZHBS Leaseholdings, LLC Consulate NHCGL Leaseholdings, LLC"	GL Occ Limit	GL Agg Limit	PL Occ Limit	PL Agg Limit	Prod/Compl Operations	Pers & Adv Injury Limit	Damage to Prem Rent Limit	Med Pay	Emp Ben Liab Each	Emp Ben Liab Agg	Comb Agg	Self Ins Retention
Osprey Nursing and Rehabilitation Center, LLC	\$400,000	\$1,000,000	\$400,000	\$1,000,000	\$400,000	\$400,000	\$400,000	\$0	\$50,000	\$1,000,000	\$1,000,000	\$0
Baya Nursing and Rehabilitation, LLC	\$400,000	\$1,000,000	\$400,000	\$1,000,000	\$400,000	\$400,000	\$400,000	\$0	\$50,000	\$1,000,000	\$1,000,000	\$0
Floridian Facility Operations, LLC	\$400,000	\$1,000,000	\$100,000	\$1,000,000	\$400,000	\$400,000	\$400,000	\$0	\$50,000	\$1,000,000	\$1,000,000	\$0



Document Page 113 of 214  
**MIDWEST INSURANCE GROUP, INC.,**  
**A RISK RETENTION GROUP**



A risk retention group.

**Long Term Health Care Facility**  
**Professional and General Liability Policy**

**SCHEDULE**

"Epsilon Healthcare Properties, LLC"	GL Occ Limit	GL Agg Limit	PL Occ Limit	PL Agg Limit	Prod/Compl Operations	Pers & Adv Injury Limit	Damage to Prem Rent Limit	Med Pay	Emp Ben Liab Each	Emp Ben Liab Agg	Comb Agg	Self Ins Retention
6305 Cortez Road West Operations, LLC	\$125,000	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
15204 West Colonial Drive Operations LLC	\$125,000	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
Countryside Boulevard Operations LLC	\$125,000	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
195 Mattie M. Kelly Boulevard Operations LLC	\$125,000	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
1111 Drury Lane Operations LLC	\$125,000	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
518 West Fletcher Avenue Operations LLC	\$125,000	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
803 Oak Street Operations LLC	\$125,000	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
2916 Habana Way Operations LLC	\$125,000	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
2333 North Brentwood Circle Operations LLC	\$125,000	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
777 Ninth Street North Operations LLC	\$125,000	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
2826 Cleveland Avenue Operations LLC	\$125,000	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
1445 Howell Avenue Operations LLC	\$125,000	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
125 Alma Boulevard Operations LLC	\$125,000	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
Donegan Square Health Care Associates, LLC	\$125,000	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
1061 Virginia Street Operations LLC	\$125,000	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
1507 South Tuttle Avenue Operations LLC	\$125,000	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
6700 NW 10th Place Operations LLC	\$125,000	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
5405 Babcock Street Operations LLC	\$125,000	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
5065 Wallis Road Operations LLC	\$125,000	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
3920 Rosewood Way Operations LLC	\$125,000	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
1937 Jenks Avenue Operations LLC	\$125,000	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
10040 Hillview Road Operations LLC	\$125,000	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
Edinburgh Square Health Care Associates, LLC	\$125,000	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
1010 Carpenters Way Operations LLC	\$125,000	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
1465 Oakfield Drive Operations LLC	\$125,000	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
Brentwood Meadow Health Care Associates, LLC	\$125,000	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
216 Santa Barbara Boulevard Operations LLC	\$125,000	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
1851 Elkcam Boulevard Operations LLC	\$125,000	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
626 North Tyndall Parkway Operations LLC	\$125,000	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
3735 Evans Avenue Operations LLC	\$125,000	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
3001 Palm Coast Parkway Operations LLC	\$125,000	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
1026 Albee Farm Road Operations LLC	\$125,000	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
3101 Ginger Drive Operations LLC	\$125,000	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
4200 Washington Street Operations LLC	\$125,000	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
1120 West Donegan Avenue Operations LLC	\$125,000	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
710 North Sun Drive Operations LLC	\$125,000	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
9035 Bryan Dairy Road Operations LLC	\$125,000	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
207 Marshall Drive Operations LLC	\$125,000	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
650 Reed Canal Road Operations LLC	\$125,000	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0

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**MIDWEST INSURANCE GROUP, INC.,  
 A RISK RETENTION GROUP**



A risk retention group.

**Long Term Health Care Facility  
 Professional and General Liability Policy**

**SCHEDULE**

4641 Old Canoe Creek Road Operations LLC	\$125,000	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
7950 Lake Underhill Road Operations LLC	\$125,000	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
9355 San Jose Boulevard Operations LLC	\$125,000	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
2401 NE 2nd Street Operations LLC	\$125,000	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
500 South Hospital Drive Operations LLC	\$125,000	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
1550 Jess Parish Court Operations LLC	\$125,000	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
12170 Cortez Boulevard Operations LLC	\$125,000	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
611 South 13th Street Operations LLC	\$250,000	\$500,000	\$250,000	\$500,000	\$500,000	\$500,000	\$500,000	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
11565 Harts Road Operations LLC	\$1,000,000	\$1,000,000	\$125,000	\$375,000	\$1,000,000	\$125,000	\$125,000	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
Hurstbourne Healthcare, LLC	\$0	\$0	\$250,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000	\$0
<b>"LV CHC Holdings I, LLC"</b>	<b>GL Occ Limit</b>	<b>GL Agg Limit</b>	<b>PL Occ Limit</b>	<b>PL Agg Limit</b>	<b>Prod/Compl Operations</b>	<b>Pers &amp; Adv Injury Limit</b>	<b>Damage to Prem Rent Limit</b>	<b>Med Pay</b>	<b>Emp Ben Liab Each</b>	<b>Emp Ben Liab Agg</b>	<b>Comb Agg</b>	<b>Self Ins Retention</b>
West Altamonte Facility Operations, LLC	\$300,000	\$300,000	\$100,000	\$1,000,000	\$250,000	\$250,000	\$250,000	\$0	\$50,000	\$1,000,000	\$1,000,000	\$0
Jacksonville Facility Operations, LLC	\$300,000	\$300,000	\$100,000	\$1,000,000	\$250,000	\$250,000	\$250,000	\$0	\$50,000	\$1,000,000	\$1,000,000	\$0
Lakeland Facility Operations, LLC	\$300,000	\$300,000	\$100,000	\$1,000,000	\$250,000	\$250,000	\$250,000	\$0	\$50,000	\$1,000,000	\$1,000,000	\$0
Tallahassee Facility Operations, LLC	\$300,000	\$300,000	\$100,000	\$1,000,000	\$250,000	\$250,000	\$250,000	\$0	\$50,000	\$1,000,000	\$1,000,000	\$0
New Port Richey Facility Operations, LLC	\$300,000	\$300,000	\$100,000	\$1,000,000	\$250,000	\$250,000	\$250,000	\$0	\$50,000	\$1,000,000	\$1,000,000	\$0
Orange Park Facility Operations, LLC	\$300,000	\$300,000	\$100,000	\$1,000,000	\$250,000	\$250,000	\$250,000	\$0	\$50,000	\$1,000,000	\$1,000,000	\$0
Port Charlotte Facility Operations, LLC	\$300,000	\$300,000	\$100,000	\$1,000,000	\$250,000	\$250,000	\$250,000	\$0	\$50,000	\$1,000,000	\$1,000,000	\$0
Sarasota Facility Operations, LLC	\$300,000	\$300,000	\$100,000	\$1,000,000	\$250,000	\$250,000	\$250,000	\$0	\$50,000	\$1,000,000	\$1,000,000	\$0
West Palm Beach Facility Operations, LLC	\$300,000	\$300,000	\$100,000	\$1,000,000	\$250,000	\$250,000	\$250,000	\$0	\$50,000	\$1,000,000	\$1,000,000	\$0
Brandon Facility Operations, LLC	\$300,000	\$300,000	\$100,000	\$1,000,000	\$250,000	\$250,000	\$250,000	\$0	\$50,000	\$1,000,000	\$1,000,000	\$0
Miami Facility Operations, LLC	\$300,000	\$300,000	\$100,000	\$1,000,000	\$250,000	\$250,000	\$250,000	\$0	\$50,000	\$1,000,000	\$1,000,000	\$0
Lake Parker Facility Operations, LLC	\$300,000	\$300,000	\$100,000	\$1,000,000	\$250,000	\$250,000	\$250,000	\$0	\$50,000	\$1,000,000	\$1,000,000	\$0
Bayonet Point Facility Operations, LLC	\$300,000	\$300,000	\$100,000	\$1,000,000	\$250,000	\$250,000	\$250,000	\$0	\$50,000	\$1,000,000	\$1,000,000	\$0
Kissimmee Facility Operations, LLC	\$300,000	\$300,000	\$100,000	\$1,000,000	\$250,000	\$250,000	\$250,000	\$0	\$50,000	\$1,000,000	\$1,000,000	\$0
St. Petersburg Facility Operations, LLC	\$300,000	\$300,000	\$100,000	\$1,000,000	\$250,000	\$250,000	\$250,000	\$0	\$50,000	\$1,000,000	\$1,000,000	\$0
Melbourne Facility Operations, LLC	\$300,000	\$300,000	\$100,000	\$1,000,000	\$250,000	\$250,000	\$250,000	\$0	\$50,000	\$1,000,000	\$1,000,000	\$0
North Fort Myers Facility Operations, LLC	\$300,000	\$300,000	\$100,000	\$1,000,000	\$250,000	\$250,000	\$250,000	\$0	\$50,000	\$1,000,000	\$1,000,000	\$0
Pensacola Facility Operations, LLC	\$300,000	\$300,000	\$100,000	\$1,000,000	\$250,000	\$250,000	\$250,000	\$0	\$50,000	\$1,000,000	\$1,000,000	\$0
Safety Harbor Facility Operations, LLC	\$300,000	\$300,000	\$100,000	\$1,000,000	\$250,000	\$250,000	\$250,000	\$0	\$50,000	\$1,000,000	\$1,000,000	\$0
Vero Beach Facility Operations, LLC	\$300,000	\$300,000	\$100,000	\$1,000,000	\$250,000	\$250,000	\$250,000	\$0	\$50,000	\$1,000,000	\$1,000,000	\$0
Winter Haven Facility Operations, LLC	\$300,000	\$300,000	\$100,000	\$1,000,000	\$250,000	\$250,000	\$250,000	\$0	\$50,000	\$1,000,000	\$1,000,000	\$0
<b>"NSPR Care Centers, LLC"</b>	<b>GL Occ Limit</b>	<b>GL Agg Limit</b>	<b>PL Occ Limit</b>	<b>PL Agg Limit</b>	<b>Prod/Compl Operations</b>	<b>Pers &amp; Adv Injury Limit</b>	<b>Damage to Prem Rent Limit</b>	<b>Med Pay</b>	<b>Emp Ben Liab Each</b>	<b>Emp Ben Liab Agg</b>	<b>Comb Agg</b>	<b>Self Ins Retention</b>
2599 NW 55th Avenue Operations, LLC	\$1,000,000	\$2,000,000	\$125,000	\$375,000	\$2,000,000	\$1,000,000	\$1,000,000	\$0	\$50,000	\$1,000,000	\$2,000,000	\$0
5901 NW 79th Avenue Operations, LLC	\$1,000,000	\$2,000,000	\$125,000	\$375,000	\$2,000,000	\$1,000,000	\$1,000,000	\$0	\$50,000	\$1,000,000	\$2,000,000	\$0
9400 SW 137th Avenue Operations, LLC	\$1,000,000	\$2,000,000	\$125,000	\$375,000	\$2,000,000	\$1,000,000	\$1,000,000	\$0	\$50,000	\$1,000,000	\$2,000,000	\$0
NSPRMC, LLC	\$1,000,000	\$2,000,000	\$125,000	\$375,000	\$2,000,000	\$1,000,000	\$1,000,000	\$0	\$50,000	\$1,000,000	\$2,000,000	\$0
5725 NW 186th Street Operations, LLC	\$1,000,000	\$2,000,000	\$125,000	\$375,000	\$2,000,000	\$1,000,000	\$1,000,000	\$0	\$50,000	\$1,000,000	\$2,000,000	\$0

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**MIDWEST INSURANCE GROUP, INC.,**  
**A RISK RETENTION GROUP**



**Long Term Health Care Facility**  
**Professional and General Liability Policy**

**SCHEDULE**

6931 W. Sunrise Boulevard Operations, LLC	\$1,000,000	\$2,000,000	\$125,000	\$375,000	\$2,000,000	\$1,000,000	\$1,000,000	\$0	\$50,000	\$1,000,000	\$2,000,000	\$0
MLMN Master Tenant, LLC	\$1,000,000	\$2,000,000	\$125,000	\$375,000	\$2,000,000	\$1,000,000	\$1,000,000	\$0	\$50,000	\$1,000,000	\$2,000,000	\$0
Parkview Healthcare, LLC	\$0	\$0	\$250,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000	\$0

**EXHIBIT C**

**Sifrit Insurance Policy**





HEALTHCARE POLICY DECLARATIONS

THIS POLICY, INCLUDING ALL COVERAGE PARTS, APPLIES ONLY TO REQUEST(S) FOR REIMBURSEMENT MADE BY THE POLICYHOLDER FOR COVERED DAMAGES PAID BY THE POLICYHOLDER AND SUBMITTED WITH SUBSTANTIATION OF PAYMENT TO THE COMPANY DURING THE POLICY PERIOD. THIS POLICY ONLY REIMBURSES THE POLICYHOLDER AND WILL NOT REIMBURSE OR MAKE PAYMENTS TO OR ON BEHALF OF ANY OTHER PARTY, THIRD PARTY OR ANY OTHER ENTITY.

SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY

POLICY NO: HFF100154-2002

RENEWAL OF: HFF100154-1901

Policyholder and Mailing Address

LaVie Care Centers, LLC
c/o Consulate Health Care
800 Concourse Parkway S, Suite 200
Maitland, FL 32751

Broker and Address

Bouchard Insurance
A Marsh & McLennan Agency LLC Company
101 N. Starcrest Drive
Clearwater, FL 33765

Policy Period: October 1, 2020 to May 1, 2021 at 12:01 A.M. Standard Time at your mailing address shown above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Table with sections: LIMITS, GENERAL LIABILITY, PROFESSIONAL LIABILITY, GENERAL & PROFESSIONAL LIABILITY, SELF INSURED RETENTION, RETROACTIVE DATE, DESCRIPTION OF BUSINESS, ALL PREMISES YOU OWN, RENT OR OCCUPY, CLASSIFICATION AND PREMIUM.

In Witness Whereof, this Company has caused this policy to be signed by its President and Secretary, but if required by state law, this policy shall not be valid unless countersigned by an authorized representative of the Company.

Handwritten signature of Christy L. Gallo

Handwritten signature of Dina Dentice

President

Secretary

THESE DECLARATIONS, TOGETHER WITH THE GENERAL PROVISIONS, COVERAGE FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.

Issue Date: January 19, 2021

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

**HFF 00 011 07 20**

**LOCATION SUB-LIMITS  
SHARED LIMITS ENDORSEMENT**

**Policyholder:**

LaVie Care Centers, LLC  
c/o Consulate Health Care  
800 Concourse Parkway S, Suite 200  
Maitland, FL 32751

This Endorsement shall not serve to increase **Our** limits, as described in the **LIMITS** section of the policy.

It is agreed that solely as respects the following designated location(s) the Limits shown on the Policy Declarations are amended to read as follows below. All Designated Locations shall share in the limits provided to the **Policyholder**.

**THIS ENDORSEMENT, INCLUDING ALL COVERAGE PARTS, APPLIES ONLY TO REQUEST(S) FOR REIMBURSEMENT MADE BY THE POLICYHOLDER LISTED ON THE DECLARATIONS FOR COVERED DAMAGES PAID BY THE POLICYHOLDER AND SUBMITTED WITH SUBSTANTIATION OF PAYMENT TO THE COMPANY DURING THE POLICY PERIOD. THIS POLICY ONLY REIMBURSES THE POLICYHOLDER LISTED ON THE DECLARATION AND WILL NOT REIMBURSE OR MAKE PAYMENTS TO OR ON BEHALF OF ANY OTHER PARTY, THIRD PARTY OR ANY OTHER ENTITY.**

Designated Locations

Alpha Health Care Properties, LLC  
800 Concourse Parkway, Suite 200  
Maitland, FL 32751

741 South Beneva Road Operations, LLC  
D/b/a Beneva Lakes Healthcare and Rehabilitation Center  
741 S. Beneva Road  
Sarasota, FL 34232

Catalina Gardens Health Care Associates, LLC  
D/b/a The Brookshire  
85 Bulldog Boulevard  
Melbourne, FL 32901

702 South Kings Avenue Operations LLC  
D/b/a Central Park Healthcare and Rehabilitation Center  
702 South Kings Avenue  
Brandon, FL 33511

2939 South Haverhill Road Operations LLC  
D/b/a Coral Bay Healthcare and Rehabilitation  
2939 S. Haverhill Road  
West Palm Beach, FL 33415

3110 Oakbridge Boulevard Operations LLC  
D/b/a Oakbridge Healthcare Center  
3110 Oakbridge Boulevard East  
Lakeland, FL 33803

9311 South Orange Blossom Trail Operations LLC  
D/b/a The Parks Healthcare and Rehabilitation Center  
9311 S. Orange Blossom Trail  
Orlando, FL 32837

6414 13th Road South Operations LLC  
D/b/a Wood Lake Nursing and Rehabilitation Center  
6414 13<sup>th</sup> Road South  
West Palm Beach, FL 33415

741 South Beneva Road Operations, LLC  
D/b/a Beneva Lakes Assisted Living Center  
743 S. Beneva Road  
Sarasota, FL 34232

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****HFF 00 011 07 20**

<b>Limits Per Designated Location</b>			
<b>GENERAL LIABILITY</b>			
Each Occurrence Limit	\$	100,000	
General Liability Aggregate	\$	300,000	
Products/Completed Operations	\$	100,000	Aggregate Limit
Personal and Advertising Injury Limit	\$	100,000	Any One Person or Organization
Damage To Premises Rented To You Limit	\$	100,000	Any One Premises
Medical Payments	\$	Coverage Excluded	Any One Person
Employee Benefits Liability	\$	50,000	Each Wrongful Act
Employee Benefits Liability	\$	885,000	Aggregate Limit
<b>PROFESSIONAL LIABILITY</b>			
Each Medical Incident Limit	\$	100,000	
Professional Liability Aggregate Limit	\$	300,000	
<b>GENERAL AND PROFESSIONAL LIABILITY</b>	\$	885,000	Combined Aggregate Limit
<b>SELF INSURED RETENTION</b>	\$	0	
<b>RETROACTIVE DATE:</b> July 9, 2010; August 1, 2016 for 741 South Beneva Road Operations, LLC			

## Designated Locations

1820 Shore Drive Operations LLC  
D/b/a The Health and Rehabilitation Centre at Dolphins View  
1820 Shore Drive S.  
South Pasadena, FL 33707

<b>Limits of Per Designated Location</b>			
<b>GENERAL LIABILITY</b>			
Each Occurrence Limit	\$	250,000	
General Liability Aggregate	\$	500,000	
Products/Completed Operations	\$	500,000	Aggregate Limit
Personal and Advertising Injury Limit	\$	250,000	Any One Person or Organization
Damage To Premises Rented To You Limit	\$	250,000	Any One Premises
Medical Payments	\$	Coverage Excluded	Any One Person
Employee Benefits Liability	\$	50,000	Each Wrongful Act
Employee Benefits Liability	\$	885,000	Aggregate Limit
<b>PROFESSIONAL LIABILITY</b>			
Each Medical Incident Limit	\$	250,000	
Professional Liability Aggregate Limit	\$	500,000	
<b>GENERAL AND PROFESSIONAL LIABILITY</b>	\$	885,000	Combined Aggregate Limit
<b>SELF INSURED RETENTION</b>	\$	0	
<b>RETROACTIVE DATE:</b> July 9, 2010			

**A.** Coverage under this endorsement applies only to those **Damages Paid** by the **Policyholder** as a result of any **Bodily Injury, Property Damage** or **Medical Incident** at the **Designated Locations** and claimed for reimbursement by the **Policyholder** listed on the Declarations subject to all other terms and conditions of this endorsement.

**Our** obligation under this endorsement applies only to the reimbursement of those **Damages Paid** by the **Policyholder** as a result of any **Bodily Injury, Property Damage** or **Medical Incident** at the **Designated Locations** and claimed for reimbursement by the **Policyholder** listed on the Declarations subject to all other terms and conditions of this endorsement

Regardless of the number of locations listed in this endorsement or any endorsements attached to the policy, **We** will only reimburse the **Policyholder** listed on the Declarations for those **Damages Paid** by the **Policyholder** subject to all limitations outlined in all Coverage Parts. **Our** obligation under this endorsement applies only to the reimbursement of those **Damages Paid** by the **Policyholder** under the policy. Additionally, the policy will only respond to reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** shown on the Declarations and will not reimburse any other party, any other insured, other entities or any third parties, including but not limited to additional insureds.



**HFF 00 011 07 20**

Nothing in this endorsement shall be construed to increase **Our** Combined Aggregate Limit set forth in the Policy Declarations or any endorsement attached to the policy which shall remain **Our** maximum liability under this policy and which shall remain our maximum liability for all reimbursements by **Us** to the **Policyholder** for those **Damages Paid** by the **Policyholder**, including payments at the location(s) subject to this endorsement and under the policy.

This endorsement does not give the **Designated Locations** listed above a separate Combined Aggregate Limit because the Combined Aggregate Limit of the **Designated Locations** shown above is a part of and not in addition to the Limits set forth in the Declarations page of this policy. Therefore, It is hereby agreed and understood that irrespective of the number of **Designated Locations**, all **Designated Locations**, shall share in the limits provided to the **Policyholder**. Any reimbursements made to the **Policyholder** for those **Damages Paid** by the **Policyholder** as a result of any **Bodily Injury, Property Damage** or **Medical Incident** at the **Designated Locations** shown above, shall reduce the Combined Aggregate Limit as set forth in the Declarations page and the Limit stated above for all **Designated Locations** shown above. Finally, it is hereby agreed and understood that this endorsement does not give any **Designated Locations**, listed above any **Policyholder** status.

**B.** Also, With respect to the designation locations listed above, it is hereby understood and agreed that **SECTION I. INSURING AGREEMENT, C. PROVISIONS** has been revised and incorporated into the policy and applicable to the **HEALTHCARE GENERAL LIABILITY COVERAGE PART** and the **HEALTHCARE PROFESSIONAL LIABILITY COVERAGE PART** as reflected below:

In order for a reimbursement request to be honored for those **Damages Paid** by the **Policyholder**:

1. A request for reimbursement for those **Damages Paid** by the **Policyholder** because of **Bodily Injury, Property Damage** or **Medical Incident** arising out of an **Occurrence** subsequent to the **Retroactive Date** stated in the Declarations must first be made by the **Policyholder** and received by **Us** in writing prior to the end of the **Policy Period**;
2. The **Policyholder** must have **Paid** such **Damages** during the **Policy Period**;
3. The **Policyholder** must present evidence to **Us** during the **Policy Period** that **Damages** were **Paid** by the **Policyholder** during the **Policy Period**; and
4. The **Policyholder** must have provided **Us** with **Collateral Security** equal to the Combined Aggregate Limit shown in the Declarations or the Combined Aggregate Limit shown on any endorsement attached to the policy and
5. A request for reimbursement must include:
  - a. Injured party;
  - b. Date of loss or injury;
  - c. Description of event;
  - d. Description of injury;
  - e. Loss location name and address; and
  - f. Itemized **Damages** with supporting documentation,
  - g. Evidence of payment, and
6. The **Occurrence** must occur in the **Policy Territory** and arise out of the **Policyholder's** operations.

All reimbursements by **Us**, shall erode the Combined Aggregate Limit (Total Aggregate Limit of Liability) shown in the Declarations or any endorsements attached to the policy. Once this policy expires or the Combined Aggregate Limit is exhausted, no further requests for reimbursement will be accepted and no further reimbursements will be honored under this policy.

**C.** If a certificate of insurance issued by **You** based on the schedule listed above, the certificate of insurance must contain the wording exactly as set below without modification.

"The policy is a reimbursement only policy. Coverage is afforded on a Reimbursement basis for **Damages Paid** and reported to Hudson Excess Insurance Company by the **Policyholder** in accordance with the policy provisions. All reimbursements made to the **Policyholder** including claim expenses and legal and loss adjustment expenses are inside the Combined Aggregate Limit of the policy. The policy will only reimburse the **Policyholder** and will not make payments to any third party, any other party, any other insured, any additional insured, or other entities. The **Policyholder** and its subsidiaries and affiliate organizations shall all share in the Combined Aggregate Limit provided to the **Policyholder**. Any reimbursements to the **Policyholder** are included within and shall reduce the Combined Aggregate Limit of the policy."

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

**HFF 00 011 07 20**

**D. We** shall cancel the policy retroactively to the effective date of the policy, if within ten (10) business days of a request for reimbursement for **Damages Paid** by the **Policyholder** for a **Bodily Injury** or **Property Damage** or **Medical Incident** arising out of the performance of an **Occurrence** or **Professional Services**, the **Policyholder** has not provided **Us** with one hundred percent (100%) **Collateral Security** up to the Combined Aggregate Limit shown in the Declarations or the Combined Aggregate Limit shown on any endorsement attached to this policy (up to a Combined Aggregate Limit of \$3,000,000.00).

Any and all reimbursements to the **Policyholder** for those **Damages Paid** by the **Policyholder** as a result of any **Bodily Injury, Property Damage** or **Medical Incident** on behalf of the **Designated Locations** listed above in this endorsement shall not be exclusive or separate limits of liability. The Combined Aggregate Limit (Total Aggregate Limit of Liability) shown in the Declarations or any endorsements attached to the policy shall be eroded by any and all reimbursements to the **Policyholder** for those **Damages Paid** by the **Policyholder** as a result of any **Bodily Injury, Property Damage** or **Medical Incident** on behalf of the **Designated Locations** listed above in this endorsement.

Once this policy expires or the aggregate limit is exhausted, no further requests for reimbursement will be accepted and no further reimbursements to the **Policyholder** for those **Damages Paid** by the **Policyholder** will be made under this policy.

All other terms, conditions, coverages, and exclusions under the policy are applicable to this endorsement and remain unchanged.

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

**HFF 00 011 07 20**

**LOCATION SUB-LIMITS  
SHARED LIMITS ENDORSEMENT**

**Policyholder:**

LaVie Care Centers, LLC  
c/o Consulate Health Care  
800 Concourse Parkway S, Suite 200  
Maitland, FL 32751

This Endorsement shall not serve to increase **Our** limits, as described in the **LIMITS** section of the policy.

It is agreed that solely as respects the following designated location(s) the Limits shown on the Policy Declarations are amended to read as follows below. All Designated Locations shall share in the limits provided to the **Policyholder**.

**THIS ENDORSEMENT, INCLUDING ALL COVERAGE PARTS, APPLIES ONLY TO REQUEST(S) FOR REIMBURSEMENT MADE BY THE POLICYHOLDER LISTED ON THE DECLARATIONS FOR COVERED DAMAGES PAID BY THE POLICYHOLDER AND SUBMITTED WITH SUBSTANTIATION OF PAYMENT TO THE COMPANY DURING THE POLICY PERIOD. THIS POLICY ONLY REIMBURSES THE POLICYHOLDER LISTED ON THE DECLARATION AND WILL NOT REIMBURSE OR MAKE PAYMENTS TO OR ON BEHALF OF ANY OTHER PARTY, THIRD PARTY OR ANY OTHER ENTITY.**

Designated Locations

Centennial Healthcare Properties, LLC  
800 Concourse Parkway, Suite 200  
Maitland, FL 32751

Glenburney HealthCare, LLC D/b/a Glenburney Health Care and Rehabilitation Center 555 John R. Junkin Drive Natchez, MS 39120	McComb HealthCare, LLC D/b/a Courtyard Rehabilitation and Healthcare 501 S. Locust Street McComb, MS 39648
Riley HealthCare, LLC D/b/a The Oaks Rehabilitation and Healthcare Center 3716 Highway 39 N Meridian, MS 39301	Hilltop Mississippi HealthCare, LLC D/b/a Hilltop Manor Health and Rehabilitation Center 101 Kirkland Street Union, MS 39365
Winona Manor HealthCare, LLC D/b/a Winona Manor Health Care and Rehabilitation Center 627 Middleton Road Winona, MS 38967	Starkville Manor HealthCare, LLC D/b/a Starkville Manor Health Care and Rehabilitation Center 1001 Hospital Road Starkville, MS 39759

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****HFF 00 011 07 20**

<b>Limits Per Designated Location</b>			
<b>GENERAL LIABILITY</b>			
Each Occurrence Limit	\$	250,000	
General Liability Aggregate	\$	500,000	
Products/Completed Operations	\$	250,000	Aggregate Limit
Personal and Advertising Injury Limit	\$	250,000	Any One Person or Organization
Damage To Premises Rented To You Limit	\$	250,000	Any One Premises
Medical Payments	\$	Excluded	Any One Person
Employee Benefits Liability	\$	50,000	Each Wrongful Act
Employee Benefits Liability	\$	1,000,000	Aggregate Limit
<b>PROFESSIONAL LIABILITY</b>			
Each Medical Incident Limit	\$	250,000	
Professional Liability Aggregate Limit	\$	500,000	
<b>GENERAL AND PROFESSIONAL LIABILITY</b>	\$	3,000,000	Aggregate Limit
<b>SELF INSURED RETENTION</b>	\$	0	
<b>RETROACTIVE DATE:</b> August 1, 2010			

<b>Designated Locations</b>			
Brownsboro Hills HealthCare, LLC 2141 Sycamore Avenue Louisville, KY 40206			
<b>Limits Per Designated Location</b>			
<b>GENERAL LIABILITY</b>			
Each Occurrence Limit	\$	Coverage Excluded	
General Liability Aggregate	\$	Coverage Excluded	
Products/Completed Operations	\$	Coverage Excluded	Aggregate Limit
Personal and Advertising Injury Limit	\$	Coverage Excluded	Any One Person or Organization
Damage To Premises Rented To You Limit	\$	Coverage Excluded	Any One Premises
Medical Payments	\$	Coverage Excluded	Any One Person
Employee Benefits Liability	\$	Coverage Excluded	Each Wrongful Act
Employee Benefits Liability	\$	Coverage Excluded	Aggregate Limit
<b>PROFESSIONAL LIABILITY</b>			
Each Medical Incident Limit	\$	250,000	
Professional Liability Aggregate Limit	\$	500,000	
<b>PROFESSIONAL LIABILITY</b>	\$	500,000	Professional Liability Aggregate Limit
<b>SELF INSURED RETENTION</b>	\$	0	
<b>RETROACTIVE DATE:</b> August 1, 2010			

**A.** Coverage under this endorsement applies only to those **Damages Paid** by the **Policyholder** as a result of any **Bodily Injury, Property Damage** or **Medical Incident** at the **Designated Locations** and claimed for reimbursement by the **Policyholder** listed on the Declarations subject to all other terms and conditions of this endorsement.

**Our** obligation under this endorsement applies only to the reimbursement of those **Damages Paid** by the **Policyholder** as a result of any **Bodily Injury, Property Damage** or **Medical Incident** at the **Designated Locations** and claimed for reimbursement by the **Policyholder** listed on the Declarations subject to all other terms and conditions of this endorsement

Regardless of the number of locations listed in this endorsement or any endorsements attached to the policy, **We** will only reimburse the **Policyholder** listed on the Declarations for those **Damages Paid** by the **Policyholder** subject to all limitations outlined in all Coverage Parts. **Our** obligation under this endorsement applies only to the reimbursement of those **Damages Paid** by the **Policyholder** under the policy. Additionally, the policy will only respond to reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** shown on the Declarations and will not reimburse any other party, any other insured, other entities or any third parties, including but not limited to additional insureds.

**HFF 00 011 07 20**

Nothing in this endorsement shall be construed to increase **Our** Combined Aggregate Limit set forth in the Policy Declarations or any endorsement attached to the policy which shall remain **Our** maximum liability under this policy and which shall remain our maximum liability for all reimbursements by **Us** to the **Policyholder** for those **Damages Paid** by the **Policyholder**, including payments at the location(s) subject to this endorsement and under the policy.

This endorsement does not give the **Designated Locations** listed above a separate Combined Aggregate Limit because the Combined Aggregate Limit of the **Designated Locations** shown above is a part of and not in addition to the Limits set forth in the Declarations page of this policy. Therefore, It is hereby agreed and understood that irrespective of the number of **Designated Locations**, all **Designated Locations**, shall share in the limits provided to the **Policyholder**. Any reimbursements made to the **Policyholder** for those **Damages Paid** by the **Policyholder** as a result of any **Bodily Injury, Property Damage** or **Medical Incident** at the **Designated Locations** shown above, shall reduce the Combined Aggregate Limit as set forth in the Declarations page and the Limit stated above for all **Designated Locations** shown above. Finally, it is hereby agreed and understood that this endorsement does not give any **Designated Locations**, listed above any **Policyholder** status.

**B.** Also, With respect to the designation locations listed above, it is hereby understood and agreed that **SECTION I. INSURING AGREEMENT, C. PROVISIONS** has been revised and incorporated into the policy and applicable to the **HEALTHCARE GENERAL LIABILITY COVERAGE PART** and the **HEALTHCARE PROFESSIONAL LIABILITY COVERAGE PART** as reflected below:

In order for a reimbursement request to be honored for those **Damages Paid** by the **Policyholder**:

1. A request for reimbursement for those **Damages Paid** by the **Policyholder** because of **Bodily Injury, Property Damage** or **Medical Incident** arising out of an **Occurrence** subsequent to the **Retroactive Date** stated in the Declarations must first be made by the **Policyholder** and received by **Us** in writing prior to the end of the **Policy Period**;
2. The **Policyholder** must have **Paid** such **Damages** during the **Policy Period**;
3. The **Policyholder** must present evidence to **Us** during the **Policy Period** that **Damages** were **Paid** by the **Policyholder** during the **Policy Period**; and
4. The **Policyholder** must have provided **Us** with **Collateral Security** equal to the Combined Aggregate Limit shown in the Declarations or the Combined Aggregate Limit shown on any endorsement attached to the policy and
5. A request for reimbursement must include:
  - a. Injured party;
  - b. Date of loss or injury;
  - c. Description of event;
  - d. Description of injury;
  - e. Loss location name and address; and
  - f. Itemized **Damages** with supporting documentation,
  - g. Evidence of payment, and
6. The **Occurrence** must occur in the **Policy Territory** and arise out of the **Policyholder's** operations.

All reimbursements by **Us**, shall erode the Combined Aggregate Limit (Total Aggregate Limit of Liability) shown in the Declarations or any endorsements attached to the policy. Once this policy expires or the Combined Aggregate Limit is exhausted, no further requests for reimbursement will be accepted and no further reimbursements will be honored under this policy.

**C.** If a certificate of insurance issued by **You** based on the schedule listed above, the certificate of insurance must contain the wording exactly as set below without modification.

"The policy is a reimbursement only policy. Coverage is afforded on a Reimbursement basis for **Damages Paid** and reported to Hudson Excess Insurance Company by the **Policyholder** in accordance with the policy provisions. All reimbursements made to the **Policyholder** including claim expenses and legal and loss adjustment expenses are inside the Combined Aggregate Limit of the policy. The policy will only reimburse the **Policyholder** and will not make payments to any third party, any other party, any other insured, any additional insured, or other entities. The **Policyholder** and its subsidiaries and affiliate organizations shall all share in the Combined Aggregate Limit provided to the **Policyholder**. Any reimbursements to the **Policyholder** are included within and shall reduce the Combined Aggregate Limit of the policy."

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

**HFF 00 011 07 20**

**D. We** shall cancel the policy retroactively to the effective date of the policy, if within ten (10) business days of a request for reimbursement for **Damages Paid** by the **Policyholder** for a **Bodily Injury** or **Property Damage** or **Medical Incident** arising out of the performance of an **Occurrence** or **Professional Services**, the **Policyholder** has not provided **Us** with one hundred percent (100%) **Collateral Security** up to the Combined Aggregate Limit shown in the Declarations or the Combined Aggregate Limit shown on any endorsement attached to this policy (up to a Combined Aggregate Limit of \$3,000,000.00).

Any and all reimbursements to the **Policyholder** for those **Damages Paid** by the **Policyholder** as a result of any **Bodily Injury, Property Damage** or **Medical Incident** on behalf of the **Designated Locations** listed above in this endorsement shall not be exclusive or separate limits of liability. The Combined Aggregate Limit (Total Aggregate Limit of Liability) shown in the Declarations or any endorsements attached to the policy shall be eroded by any and all reimbursements to the **Policyholder** for those **Damages Paid** by the **Policyholder** as a result of any **Bodily Injury, Property Damage** or **Medical Incident** on behalf of the **Designated Locations** listed above in this endorsement.

Once this policy expires or the aggregate limit is exhausted, no further requests for reimbursement will be accepted and no further reimbursements to the **Policyholder** for those **Damages Paid** by the **Policyholder** will be made under this policy.

All other terms, conditions, coverages, and exclusions under the policy are applicable to this endorsement and remain unchanged.

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

**HFF 00 011 07 20**

**LOCATION SUB-LIMITS  
SHARED LIMITS ENDORSEMENT**

**Policyholder:**

LaVie Care Centers, LLC  
c/o Consulate Health Care  
800 Concourse Parkway S, Suite 200  
Maitland, FL 32751

This Endorsement shall not serve to increase **Our** limits, as described in the **LIMITS** section of the policy.

It is agreed that solely as respects the following designated location(s) the Limits shown on the Policy Declarations are amended to read as follows below. All Designated Locations shall share in the limits provided to the **Policyholder**.

**THIS ENDORSEMENT, INCLUDING ALL COVERAGE PARTS, APPLIES ONLY TO REQUEST(S) FOR REIMBURSEMENT MADE BY THE POLICYHOLDER LISTED ON THE DECLARATIONS FOR COVERED DAMAGES PAID BY THE POLICYHOLDER AND SUBMITTED WITH SUBSTANTIATION OF PAYMENT TO THE COMPANY DURING THE POLICY PERIOD. THIS POLICY ONLY REIMBURSES THE POLICYHOLDER LISTED ON THE DECLARATION AND WILL NOT REIMBURSE OR MAKE PAYMENTS TO OR ON BEHALF OF ANY OTHER PARTY, THIRD PARTY OR ANY OTHER ENTITY.**

**Designated Locations**

Consulate MZHBS Leaseholdings, LLC  
Consulate NHCG Leaseholdings, LLC  
800 Concourse Parkway, Suite 200  
Maitland, FL 32751

Osprey Nursing and Rehabilitation Center, LLC  
D/b/a Osprey Nursing Home  
1104 North Main Street  
Bushnell, FL 33513

Baya Nursing and Rehabilitation, LLC  
D/b/a Baya Pointe Nursing and Rehabilitation Center  
587 SE Ermine Avenue  
Lake City, FL 32025

**Limits Per Designated Location**

**GENERAL LIABILITY**

Each Occurrence Limit	\$	400,000	
General Liability Aggregate	\$	1,000,000	
Products/Completed Operations	\$	400,000	Aggregate Limit
Personal and Advertising Injury Limit	\$	400,000	Any One Person or Organization
Damage To Premises Rented To You Limit	\$	400,000	Any One Premises
Medical Payments	\$	Coverage Excluded	Any One Person
Employee Benefits Liability	\$	50,000	Each Wrongful Act
Employee Benefits Liability	\$	1,000,000	Aggregate Limit

**PROFESSIONAL LIABILITY**

Each Medical Incident Limit	\$	400,000
Professional Liability Aggregate Limit	\$	1,000,000

**GENERAL AND PROFESSIONAL LIABILITY** \$ 1,000,000 Combined Aggregate Limit

**SELF INSURED RETENTION** \$ 0

**RETROACTIVE DATE:** October 1, 2014

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

**HFF 00 011 07 20**

**Designated Locations**

Floridian Facility Operations, LLC  
 D/b/a Floridian Nursing and Rehabilitation Center  
 47 NW 32<sup>nd</sup> Place  
 Miami, FL 33125

**Limits Per Designated Location**

**GENERAL LIABILITY**

Each Occurrence Limit	\$	400,000	
General Liability Aggregate	\$	1,000,000	
Products/Completed Operations	\$	400,000	Aggregate Limit
Personal and Advertising Injury Limit	\$	400,000	Any One Person or Organization
Damage To Premises Rented To You Limit	\$	400,000	Any One Premises
Medical Payments	\$	Coverage Excluded	Any One Person
Employee Benefits Liability	\$	50,000	Each Wrongful Act
Employee Benefits Liability	\$	1,000,000	Aggregate Limit

**PROFESSIONAL LIABILITY**

Each Medical Incident Limit	\$	100,000	
Professional Liability Aggregate Limit	\$	1,000,000	
<b>GENERAL AND PROFESSIONAL LIABILITY</b>	\$	1,000,000	Combined Aggregate Limit
<b>SELF INSURED RETENTION</b>	\$	0	

**RETROACTIVE DATE:** February 1, 2015

**A.** Coverage under this endorsement applies only to those **Damages Paid** by the **Policyholder** as a result of any **Bodily Injury, Property Damage or Medical Incident** at the **Designated Locations** and claimed for reimbursement by the **Policyholder** listed on the Declarations subject to all other terms and conditions of this endorsement.

**Our** obligation under this endorsement applies only to the reimbursement of those **Damages Paid** by the **Policyholder** as a result of any **Bodily Injury, Property Damage or Medical Incident** at the **Designated Locations** and claimed for reimbursement by the **Policyholder** listed on the Declarations subject to all other terms and conditions of this endorsement

Regardless of the number of locations listed in this endorsement or any endorsements attached to the policy, **We** will only reimburse the **Policyholder** listed on the Declarations for those **Damages Paid** by the **Policyholder** subject to all limitations outlined in all Coverage Parts. **Our** obligation under this endorsement applies only to the reimbursement of those **Damages Paid** by the **Policyholder** under the policy. Additionally, the policy will only respond to reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** shown on the Declarations and will not reimburse any other party, any other insured, other entities or any third parties, including but not limited to additional insureds.

Nothing in this endorsement shall be construed to increase **Our** Combined Aggregate Limit set forth in the Policy Declarations or any endorsement attached to the policy which shall remain **Our** maximum liability under this policy and which shall remain our maximum liability for all reimbursements by **Us** to the **Policyholder** for those **Damages Paid** by the **Policyholder**, including payments at the location(s) subject to this endorsement and under the policy.

This endorsement does not give the **Designated Locations** listed above a separate Combined Aggregate Limit because the Combined Aggregate Limit of the **Designated Locations** shown above is a part of and not in addition to the Limits set forth in the Declarations page of this policy. Therefore, It is hereby agreed and understood that irrespective of the number of **Designated Locations**, all **Designated Locations**, shall share in the limits provided to the **Policyholder**. Any reimbursements made to the **Policyholder** for those **Damages Paid** by the **Policyholder** as a result of any **Bodily Injury, Property Damage or Medical Incident** at the **Designated Locations** shown above, shall reduce the Combined Aggregate Limit as set forth in the Declarations page and the Limit stated above for all **Designated Locations** shown above. Finally, it is hereby agreed and understood that this endorsement does not give any **Designated Locations**, listed above any **Policyholder** status.

**B.** Also, With respect to the designation locations listed above, it is hereby understood and agreed that **SECTION I. INSURING AGREEMENT, C. PROVISIONS** has been revised and incorporated into the policy and applicable to the



HFF 00 011 07 20

**HEALTHCARE GENERAL LIABILITY COVERAGE PART** and the **HEALTHCARE PROFESSIONAL LIABILITY COVERAGE PART** as reflected below:

In order for a reimbursement request to be honored for those **Damages Paid** by the **Policyholder**:

1. A request for reimbursement for those **Damages Paid** by the **Policyholder** because of **Bodily Injury, Property Damage** or **Medical Incident** arising out of an **Occurrence** subsequent to the **Retroactive Date** stated in the Declarations must first be made by the **Policyholder** and received by **Us** in writing prior to the end of the **Policy Period**;
2. The **Policyholder** must have **Paid** such **Damages** during the **Policy Period**;
3. The **Policyholder** must present evidence to **Us** during the **Policy Period** that **Damages** were **Paid** by the **Policyholder** during the **Policy Period**; and
4. The **Policyholder** must have provided **Us** with **Collateral Security** equal to the Combined Aggregate Limit shown in the Declarations or the Combined Aggregate Limit shown on any endorsement attached to the policy and
5. A request for reimbursement must include:
  - a. Injured party;
  - b. Date of loss or injury;
  - c. Description of event;
  - d. Description of injury;
  - e. Loss location name and address; and
  - f. Itemized **Damages** with supporting documentation,
  - g. Evidence of payment, and
6. The **Occurrence** must occur in the **Policy Territory** and arise out of the **Policyholder's** operations.

All reimbursements by **Us**, shall erode the Combined Aggregate Limit (Total Aggregate Limit of Liability) shown in the Declarations or any endorsements attached to the policy. Once this policy expires or the Combined Aggregate Limit is exhausted, no further requests for reimbursement will be accepted and no further reimbursements will be honored under this policy.

**C.** If a certificate of insurance issued by **You** based on the schedule listed above, the certificate of insurance must contain the wording exactly as set below without modification.

"The policy is a reimbursement only policy. Coverage is afforded on a Reimbursement basis for **Damages Paid** and reported to Hudson Excess Insurance Company by the **Policyholder** in accordance with the policy provisions. All reimbursements made to the **Policyholder** including claim expenses and legal and loss adjustment expenses are inside the Combined Aggregate Limit of the policy. The policy will only reimburse the **Policyholder** and will not make payments to any third party, any other party, any other insured, any additional insured, or other entities. The **Policyholder** and its subsidiaries and affiliate organizations shall all share in the Combined Aggregate Limit provided to the **Policyholder**. Any reimbursements to the **Policyholder** are included within and shall reduce the Combined Aggregate Limit of the policy."

**D. We** shall cancel the policy retroactively to the effective date of the policy, if within ten (10) business days of a request for reimbursement for **Damages Paid** by the **Policyholder** for a **Bodily Injury** or **Property Damage** or **Medical Incident** arising out of the performance of an **Occurrence** or **Professional Services**, the **Policyholder** has not provided **Us** with one hundred percent (100%) **Collateral Security** up to the Combined Aggregate Limit shown in the Declarations or the Combined Aggregate Limit shown on any endorsement attached to this policy (up to a Combined Aggregate Limit of \$3,000,000.00).

Any and all reimbursements to the **Policyholder** for those **Damages Paid** by the **Policyholder** as a result of any **Bodily Injury, Property Damage** or **Medical Incident** on behalf of the **Designated Locations** listed above in this endorsement shall not be exclusive or separate limits of liability. The Combined Aggregate Limit (Total Aggregate Limit of Liability) shown in the Declarations or any endorsements attached to the policy shall be eroded by any and all reimbursements to the **Policyholder** for those **Damages Paid** by the **Policyholder** as a result of any **Bodily Injury, Property Damage** or **Medical Incident** on behalf of the **Designated Locations** listed above in this endorsement.

Once this policy expires or the aggregate limit is exhausted, no further requests for reimbursement will be accepted and no further reimbursements to the **Policyholder** for those **Damages Paid** by the **Policyholder** will be made under this policy.

All other terms, conditions, coverages, and exclusions under the policy are applicable to this endorsement and remain unchanged.

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

**HFF 00 011 07 20**

**LOCATION SUB-LIMITS  
SHARED LIMITS ENDORSEMENT**

**Policyholder:**

LaVie Care Centers, LLC  
c/o Consulate Health Care  
800 Concourse Parkway S, Suite 200  
Maitland, FL 32751

This Endorsement shall not serve to increase **Our** limits, as described in the **LIMITS** section of the policy.

It is agreed that solely as respects the following designated location(s) the Limits shown on the Policy Declarations are amended to read as follows below. All Designated Locations shall share in the limits provided to the **Policyholder**.

**THIS ENDORSEMENT, INCLUDING ALL COVERAGE PARTS, APPLIES ONLY TO REQUEST(S) FOR REIMBURSEMENT MADE BY THE POLICYHOLDER LISTED ON THE DECLARATIONS FOR COVERED DAMAGES PAID BY THE POLICYHOLDER AND SUBMITTED WITH SUBSTANTIATION OF PAYMENT TO THE COMPANY DURING THE POLICY PERIOD. THIS POLICY ONLY REIMBURSES THE POLICYHOLDER LISTED ON THE DECLARATION AND WILL NOT REIMBURSE OR MAKE PAYMENTS TO OR ON BEHALF OF ANY OTHER PARTY, THIRD PARTY OR ANY OTHER ENTITY.**

Designated Locations

Epsilon Healthcare Properties, LLC  
800 Concourse Parkway South, Suite 200  
Maitland, FL 32751

6305 Cortez Road West Operations, LLC D/b/a Bradenton Health Care 6305 Cortez Road Bradenton, FL 34210	1465 Oakfield Drive Operations LLC D/b/a Brandon Health and Rehabilitation Center 1465 Oakfield Drive Brandon, FL 33511
15204 West Colonial Drive Operations LLC D/b/a Colonial Lakes Health Care 15204 West Colonial Drive Winter Garden, FL 34787	Brentwood Meadow Health Care Associates, LLC D/b/a Brentwood Retirement Community 1900 West Alpha Court Lecanto, FL 34461
3825 Countryside Boulevard Operations LLC D/b/a Countryside Rehab and Healthcare Center 3825 Countryside Boulevard Palm Harbor, FL 34684	216 Santa Barbara Boulevard Operations LLC D/b/a Coral Trace Health Care 216 Santa Barbara Boulevard Cape Coral, FL 33991
195 Mattie M. Kelly Boulevard Operations LLC D/b/a Destin Healthcare and Rehabilitation Center 195 Mattie M. Kelly Boulevard Destin, FL 32541	1851 Elkcam Boulevard Operations LLC D/b/a Deltona Health Care 1851 Elkcam Boulevard Deltona, FL 32725
1111 Drury Lane Operations LLC D/b/a Englewood Healthcare and Rehabilitation Center 1111 Drury Lane Englewood, FL 34224	626 North Tyndall Parkway Operations LLC D/b/a Emerald Shores Health and Rehabilitation 626 North Tyndall Parkway Callaway, FL 32404

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****HFF 00 011 07 20**

518 West Fletcher Avenue Operations LLC D/b/a Fletcher Health and Rehabilitation Center 518 West Fletcher Avenue Tampa, FL 33612	3735 Evans Avenue Operations LLC D/b/a Evans Health Care 3735 Evans Avenue Fort Myers, FL 33901
803 Oak Street Operations LLC D/b/a Governor's Creek Health and Rehabilitation 803 Oak Street Green Cove Springs, FL 32043	3001 Palm Coast Parkway Operations LLC D/b/a Grand Oaks Health and Rehabilitation Center 3001 Palm Coast Parkway SE Palm Coast, FL 32137
2916 Habana Way Operations LLC D/b/a Habana Health Care Center 2916 Habana Way Tampa, FL 33614	1615 Miami Road Operations LLC D/b/a Harbor Beach Nursing and Rehabilitation Center 1615 South Miami Road Fort Lauderdale, FL 33316
2333 North Brentwood Circle Operations LLC D/b/a Health Center at Brentwood 2333 N. Brentwood Circle Lecanto, FL 34461	1026 Albee Farm Road Operations LLC D/b/a Bay Breeze Health and Rehabilitation Center 1026 Albee Farm Road Venice, FL 34285
777 Ninth Street North Operations LLC D/b/a Heritage Healthcare and Rehabilitation Center 777 9 <sup>th</sup> Street Naples, FL 34102	3101 Ginger Drive Operations LLC D/b/a Heritage Healthcare Center at Tallahassee 3101 Ginger Drive Tallahassee, FL 32308
2826 Cleveland Avenue Operations LLC D/b/a Heritage Park Rehabilitation and Healthcare 2826 Cleveland Avenue Fort Myers, FL 33901	4200 Washington Street Operations LLC D/b/a Hillcrest Health Care and Rehabilitation Center 4200 Washington Street Hollywood, FL 33021
1445 Howell Avenue Operations LLC D/b/a Heron Pointe Health and Rehabilitation 1445 Howell Avenue Brooksville, FL 34601	1120 West Donegan Avenue Operations LLC D/b/a Keystone Rehabilitation and Health Center 1120 W. Donegan Avenue Kissimmee, FL 34741
125 Alma Boulevard Operations LLC D/b/a Island Health and Rehabilitation Center 125 Alma Boulevard Merritt Island, FL 32953	710 North Sun Drive Operations LLC D/b/a Lake Mary Health and Rehabilitation Center 710 North Sun Drive Lake Mary, FL 32746
Donegan Square Health Care Associates, LLC D/b/a Keystone Villas Assisted Living Center 1092 W. Donegan Avenue Kissimmee, FL 34741	9035 Bryan Dairy Road Operations LLC D/b/a Bardmoor Oaks Healthcare and Rehabilitation Center 9035 Bryan Dairy Largo, FL 33777
1061 Virginia Street Operations LLC D/b/a Lakeside Oaks Care Center 1061 Virginia Street Dunedin, FL 34698	207 Marshall Drive Operations LLC D/b/a Marshall Health and Rehabilitation Center 207 Marshall Drive Perry, FL 32347
1507 South Tuttle Avenue Operations LLC D/b/a Magnolia Health and Rehabilitation Center 1507 South Tuttle Avenue Sarasota, FL 34239	650 Reed Canal Road Operations LLC D/b/a Oaktree Healthcare 650 Reed Canal Road Daytona Beach, FL 32119

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****HFF 00 011 07 20**

6700 NW 10th Place Operations LLC D/b/a North Florida Rehabilitation and Specialty Care 6700 NW 10 <sup>th</sup> Place Gainesville, FL 32605	4641 Old Canoe Creek Road Operations LLC D/b/a Plantation Bay Rehabilitation Center 4641 Old Canoe Creek Road Saint Cloud, FL 34769
5405 Babcock Street Operations LLC D/b/a The Palms Rehabilitation and Healthcare Center 5405 Babcock Street, NE Palm Bay, FL 32905	7950 Lake Underhill Road Operations LLC D/b/a Rio Pinar Health Care 7950 Lake Underhill Road Orlando, FL 32822
5065 Wallis Road Operations LLC D/b/a Renaissance Health and Rehabilitation 5065 Wallis Road West Palm Beach, FL 33415	9355 San Jose Boulevard Operations LLC D/b/a San Jose Health and Rehabilitation Center 9355 San Jose Boulevard Jacksonville, FL 32257
3920 Rosewood Way Operations LLC D/b/a Rosewood Health and Rehabilitation Center 3920 Rosewood Avenue Orlando, FL 32801	2401 NE 2nd Street Operations LLC D/b/a SeaView Nursing and Rehabilitation Center 2401 NE 2 <sup>nd</sup> Street Pompano Beach, FL 33062
1937 Jenks Avenue Operations LLC D/b/a Sea Breeze Health Care 1937 Jenks Avenue Panama City, FL 32405	500 South Hospital Drive Operations LLC D/b/a Shoal Creek Rehabilitation Center 500 Hospital Drive Crestview, FL 32539
10040 Hillview Road Operations LLC D/b/a University Hills Health and Rehabilitation 10040 Hillview Road Pensacola, FL 32514	1550 Jess Parish Court Operations LLC D/b/a Vista Manor 1550 Jess Parrish Court Titusville, FL 32796
Edinborough Square Health Care Associates, LLC D/b/a The Villas at Lakeside Oaks 1059 Virginia Street Dunedin, FL 34698	12170 Cortez Boulevard Operations LLC D/b/a Spring Hill Health and Rehabilitation Center 12170 Cortez Boulevard Brooksville, FL 34613
1010 Carpenters Way Operations LLC D/b/a Wedgewood Healthcare Center 1010 Carpenters Way Lakeland, FL 33809	

<b>Limits Per Designated Location</b>			
<b>GENERAL LIABILITY</b>			
Each Occurrence Limit	\$	125,000	
General Liability Aggregate	\$	375,000	
Products/Completed Operations	\$	125,000	Aggregate Limit
Personal and Advertising Injury Limit	\$	125,000	Any One Person or Organization
Damage To Premises Rented To You Limit	\$	125,000	Any One Premises
Medical Payments	\$	Coverage Excluded	Any One Person
Employee Benefits Liability	\$	50,000	Each Wrongful Act
Employee Benefits Liability	\$	1,000,000	Aggregate Limit
<b>PROFESSIONAL LIABILITY</b>			
Each Medical Incident Limit	\$	125,000	
Professional Liability Aggregate Limit	\$	375,000	
<b>GENERAL AND PROFESSIONAL LIABILITY</b>	\$	3,000,000	Combined Aggregate Limit
<b>SELF INSURED RETENTION</b>	\$	0	
<b>RETROACTIVE DATE:</b> July 9, 2010			

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

**HFF 00 011 07 20**

**Designated Locations**

611 South 13th Street Operations LLC  
 D/b/a Fort Pierce Health Care  
 611 S. 13<sup>th</sup> Street  
 Fort Pierce, FL 34950

**Limits Per Designated Location**

**GENERAL LIABILITY**

Each Occurrence Limit	\$	250,000	
General Liability Aggregate	\$	500,000	
Products/Completed Operations	\$	500,000	Aggregate Limit
Personal and Advertising Injury Limit	\$	500,000	Any One Person or Organization
Damage To Premises Rented To You Limit	\$	500,000	Any One Premises
Medical Payments	\$	Coverage Excluded	Any One Person
Employee Benefits Liability	\$	50,000	Each Wrongful Act
Employee Benefits Liability	\$	1,000,000	Aggregate Limit

**PROFESSIONAL LIABILITY**

Each Medical Incident Limit	\$	250,000	
Per Person Limit	\$	250,000	
Professional Liability Aggregate Limit	\$	500,000	
<b>GENERAL AND PROFESSIONAL LIABILITY</b>	\$	3,000,000	Combined Aggregate Limit
<b>SELF INSURED RETENTION</b>	\$	0	

**RETROACTIVE DATE:** July 9, 2010

**Designated Locations**

11565 Harts Road Operations LLC  
 D/b/a Harts Harbor Health Care Center  
 11565 Harts Road  
 Jacksonville, FL 32218

**Limits Per Designated Location**

**GENERAL LIABILITY**

Each Occurrence Limit	\$	1,000,000	
Per Person Limit	\$	300,000	
General Liability Aggregate	\$	1,000,000	
Products/Completed Operations	\$	1,000,000	Aggregate Limit
Personal and Advertising Injury Limit	\$	125,000	Any One Person or Organization
Damage To Premises Rented To You Limit	\$	125,000	Any One Premises
Medical Payments	\$	Coverage Excluded	Any One Person
Employee Benefits Liability	\$	50,000	Each Wrongful Act
Employee Benefits Liability	\$	1,000,000	Aggregate Limit

**PROFESSIONAL LIABILITY**

Each Medical Incident Limit	\$	125,000	
Professional Liability Aggregate Limit	\$	375,000	
<b>GENERAL AND PROFESSIONAL LIABILITY</b>	\$	3,000,000	Combined Aggregate Limit
<b>SELF INSURED RETENTION</b>	\$	0	

**RETROACTIVE DATE:** July 9, 2010

**A.** Coverage under this endorsement applies only to those **Damages Paid** by the **Policyholder** as a result of any **Bodily Injury, Property Damage** or **Medical Incident** at the **Designated Locations** and claimed for reimbursement by the **Policyholder** listed on the Declarations subject to all other terms and conditions of this endorsement.

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

**HFF 00 011 07 20**

**Our** obligation under this endorsement applies only to the reimbursement of those **Damages Paid** by the **Policyholder** as a result of any **Bodily Injury, Property Damage** or **Medical Incident** at the **Designated Locations** and claimed for reimbursement by the **Policyholder** listed on the Declarations subject to all other terms and conditions of this endorsement

Regardless of the number of locations listed in this endorsement or any endorsements attached to the policy, **We** will only reimburse the **Policyholder** listed on the Declarations for those **Damages Paid** by the **Policyholder** subject to all limitations outlined in all Coverage Parts. **Our** obligation under this endorsement applies only to the reimbursement of those **Damages Paid** by the **Policyholder** under the policy. Additionally, the policy will only respond to reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** shown on the Declarations and will not reimburse any other party, any other insured, other entities or any third parties, including but not limited to additional insureds.

Nothing in this endorsement shall be construed to increase **Our** Combined Aggregate Limit set forth in the Policy Declarations or any endorsement attached to the policy which shall remain **Our** maximum liability under this policy and which shall remain our maximum liability for all reimbursements by **Us** to the **Policyholder** for those **Damages Paid** by the **Policyholder**, including payments at the location(s) subject to this endorsement and under the policy.

This endorsement does not give the **Designated Locations** listed above a separate Combined Aggregate Limit because the Combined Aggregate Limit of the **Designated Locations** shown above is a part of and not in addition to the Limits set forth in the Declarations page of this policy. Therefore, It is hereby agreed and understood that irrespective of the number of **Designated Locations**, all **Designated Locations**, shall share in the limits provided to the **Policyholder**. Any reimbursements made to the **Policyholder** for those **Damages Paid** by the **Policyholder** as a result of any **Bodily Injury, Property Damage** or **Medical Incident** at the **Designated Locations** shown above, shall reduce the Combined Aggregate Limit as set forth in the Declarations page and the Limit stated above for all **Designated Locations** shown above. Finally, it is hereby agreed and understood that this endorsement does not give any **Designated Locations**, listed above any **Policyholder** status.

**B.** Also, With respect to the designation locations listed above, it is hereby understood and agreed that **SECTION I. INSURING AGREEMENT, C. PROVISIONS** has been revised and incorporated into the policy and applicable to the **HEALTHCARE GENERAL LIABILITY COVERAGE PART** and the **HEALTHCARE PROFESSIONAL LIABILITY COVERAGE PART** as reflected below:

In order for a reimbursement request to be honored for those **Damages Paid** by the **Policyholder**:

1. A request for reimbursement for those **Damages Paid** by the **Policyholder** because of **Bodily Injury, Property Damage** or **Medical Incident** arising out of an **Occurrence** subsequent to the **Retroactive Date** stated in the Declarations must first be made by the **Policyholder** and received by **Us** in writing prior to the end of the **Policy Period**;
2. The **Policyholder** must have **Paid** such **Damages** during the **Policy Period**;
3. The **Policyholder** must present evidence to **Us** during the **Policy Period** that **Damages** were **Paid** by the **Policyholder** during the **Policy Period**; and
4. The **Policyholder** must have provided **Us** with **Collateral Security** equal to the Combined Aggregate Limit shown in the Declarations or the Combined Aggregate Limit shown on any endorsement attached to the policy and
5. A request for reimbursement must include:
  - a. Injured party;
  - b. Date of loss or injury;
  - c. Description of event;
  - d. Description of injury;
  - e. Loss location name and address; and
  - f. Itemized **Damages** with supporting documentation,
  - g. Evidence of payment, and
6. The **Occurrence** must occur in the **Policy Territory** and arise out of the **Policyholder's** operations.

All reimbursements by **Us**, shall erode the Combined Aggregate Limit (Total Aggregate Limit of Liability) shown in the Declarations or any endorsements attached to the policy. Once this policy expires or the Combined Aggregate Limit is exhausted, no further requests for reimbursement will be accepted and no further reimbursements will be honored under this policy.

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

**HFF 00 011 07 20**

**C.** If a certificate of insurance issued by **You** based on the schedule listed above, the certificate of insurance must contain the wording exactly as set below without modification.

“The policy is a reimbursement only policy. Coverage is afforded on a Reimbursement basis for **Damages Paid** and reported to Hudson Excess Insurance Company by the **Policyholder** in accordance with the policy provisions. All reimbursements made to the **Policyholder** including claim expenses and legal and loss adjustment expenses are inside the Combined Aggregate Limit of the policy. The policy will only reimburse the **Policyholder** and will not make payments to any third party, any other party, any other insured, any additional insured, or other entities. The **Policyholder** and its subsidiaries and affiliate organizations shall all share in the Combined Aggregate Limit provided to the **Policyholder**. Any reimbursements to the **Policyholder** are included within and shall reduce the Combined Aggregate Limit of the policy.”

**D.** We shall cancel the policy retroactively to the effective date of the policy, if within ten (10) business days of a request for reimbursement for **Damages Paid** by the **Policyholder** for a **Bodily Injury** or **Property Damage** or **Medical Incident** arising out of the performance of an **Occurrence** or **Professional Services**, the **Policyholder** has not provided **Us** with one hundred percent (100%) **Collateral Security** up to the Combined Aggregate Limit shown in the Declarations or the Combined Aggregate Limit shown on any endorsement attached to this policy (up to a Combined Aggregate Limit of \$3,000,000.00).

Any and all reimbursements to the **Policyholder** for those **Damages Paid** by the **Policyholder** as a result of any **Bodily Injury, Property Damage** or **Medical Incident** on behalf of the **Designated Locations** listed above in this endorsement shall not be exclusive or separate limits of liability. The Combined Aggregate Limit (Total Aggregate Limit of Liability) shown in the Declarations or any endorsements attached to the policy shall be eroded by any and all reimbursements to the **Policyholder** for those **Damages Paid** by the **Policyholder** as a result of any **Bodily Injury, Property Damage** or **Medical Incident** on behalf of the **Designated Locations** listed above in this endorsement.

Once this policy expires or the aggregate limit is exhausted, no further requests for reimbursement will be accepted and no further reimbursements to the **Policyholder** for those **Damages Paid** by the **Policyholder** will be made under this policy.

All other terms, conditions, coverages, and exclusions under the policy are applicable to this endorsement and remain unchanged.

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

**HFF 00 011 07 20**

**LOCATION SUB-LIMITS  
SHARED LIMITS ENDORSEMENT**

**Policyholder:**

LaVie Care Centers, LLC  
c/o Consulate Health Care  
800 Concourse Parkway S, Suite 200  
Maitland, FL 32751

This Endorsement shall not serve to increase **Our** limits, as described in the **LIMITS** section of the policy.

It is agreed that solely as respects the following designated location(s) the Limits shown on the Policy Declarations are amended to read as follows below. All Designated Locations shall share in the limits provided to the **Policyholder**.

**THIS ENDORSEMENT, INCLUDING ALL COVERAGE PARTS, APPLIES ONLY TO REQUEST(S) FOR REIMBURSEMENT MADE BY THE POLICYHOLDER LISTED ON THE DECLARATIONS FOR COVERED DAMAGES PAID BY THE POLICYHOLDER AND SUBMITTED WITH SUBSTANTIATION OF PAYMENT TO THE COMPANY DURING THE POLICY PERIOD. THIS POLICY ONLY REIMBURSES THE POLICYHOLDER LISTED ON THE DECLARATION AND WILL NOT REIMBURSE OR MAKE PAYMENTS TO OR ON BEHALF OF ANY OTHER PARTY, THIRD PARTY OR ANY OTHER ENTITY.**

**Designated Locations**

Hurstbourne Healthcare, LLC  
D/b/a Hurstboourne Care Centre at Stony Brook  
2200 Stony Brook Drive  
Louisville, KY 40220

**Limits Per Designated Location**

**GENERAL LIABILITY**

Each Occurrence Limit	\$	Coverage Excluded	
General Liability Aggregate	\$	Coverage Excluded	
Products/Completed Operations	\$	Coverage Excluded	Aggregate Limit
Personal and Advertising Injury Limit	\$	Coverage Excluded	Any One Person or Organization
Damage To Premises Rented To You Limit	\$	Coverage Excluded	Any One Premises
Medical Payments	\$	Coverage Excluded	Any One Person
Employee Benefits Liability	\$	Coverage Excluded	Each Wrongful Act
Employee Benefits Liability	\$	Coverage Excluded	Aggregate Limit

**PROFESSIONAL LIABILITY**

Each Medical Incident Limit	\$	250,000	
Professional Liability Aggregate Limit	\$	500,000	
<b>PROFESSIONAL LIABILITY</b>	\$	500,000	Professional Liability Aggregate Limit
<b>SELF INSURED RETENTION</b>	\$	0	

**RETROACTIVE DATE:** August 1, 2010 – September 1, 2016

**A.** Coverage under this endorsement applies only to those **Damages Paid** by the **Policyholder** as a result of any **Bodily Injury, Property Damage** or **Medical Incident** at the **Designated Locations** and claimed for reimbursement by the **Policyholder** listed on the Declarations subject to all other terms and conditions of this endorsement.



**HFF 00 011 07 20**

**Our** obligation under this endorsement applies only to the reimbursement of those **Damages Paid** by the **Policyholder** as a result of any **Bodily Injury, Property Damage** or **Medical Incident** at the **Designated Locations** and claimed for reimbursement by the **Policyholder** listed on the Declarations subject to all other terms and conditions of this endorsement. Regardless of the number of locations listed in this endorsement or any endorsements attached to the policy, **We** will only reimburse the **Policyholder** listed on the Declarations for those **Damages Paid** by the **Policyholder** subject to all limitations outlined in all Coverage Parts. **Our** obligation under this endorsement applies only to the reimbursement of those **Damages Paid** by the **Policyholder** under the policy. Additionally, the policy will only respond to reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** shown on the Declarations and will not reimburse any other party, any other insured, other entities or any third parties, including but not limited to additional insureds.

Nothing in this endorsement shall be construed to increase **Our** Combined Aggregate Limit set forth in the Policy Declarations or any endorsement attached to the policy which shall remain **Our** maximum liability under this policy and which shall remain our maximum liability for all reimbursements by **Us** to the **Policyholder** for those **Damages Paid** by the **Policyholder**, including payments at the location(s) subject to this endorsement and under the policy.

This endorsement does not give the **Designated Locations** listed above a separate Combined Aggregate Limit because the Combined Aggregate Limit of the **Designated Locations** shown above is a part of and not in addition to the Limits set forth in the Declarations page of this policy. Therefore, It is hereby agreed and understood that irrespective of the number of **Designated Locations**, all **Designated Locations**, shall share in the limits provided to the **Policyholder**. Any reimbursements made to the **Policyholder** for those **Damages Paid** by the **Policyholder** as a result of any **Bodily Injury, Property Damage** or **Medical Incident** at the **Designated Locations** shown above, shall reduce the Combined Aggregate Limit as set forth in the Declarations page and the Limit stated above for all **Designated Locations** shown above. Finally, it is hereby agreed and understood that this endorsement does not give any **Designated Locations**, listed above any **Policyholder** status.

**B.** Also, With respect to the designation locations listed above, it is hereby understood and agreed that **SECTION I. INSURING AGREEMENT, C. PROVISIONS** has been revised and incorporated into the policy and applicable to the **HEALTHCARE GENERAL LIABILITY COVERAGE PART** and the **HEALTHCARE PROFESSIONAL LIABILITY COVERAGE PART** as reflected below:

In order for a reimbursement request to be honored for those **Damages Paid** by the **Policyholder**:

1. A request for reimbursement for those **Damages Paid** by the **Policyholder** because of **Bodily Injury, Property Damage** or **Medical Incident** arising out of an **Occurrence** subsequent to the **Retroactive Date** stated in the Declarations must first be made by the **Policyholder** and received by **Us** in writing prior to the end of the **Policy Period**;
2. The **Policyholder** must have **Paid** such **Damages** during the **Policy Period**;
3. The **Policyholder** must present evidence to **Us** during the **Policy Period** that **Damages** were **Paid** by the **Policyholder** during the **Policy Period**; and
4. The **Policyholder** must have provided **Us** with **Collateral Security** equal to the Combined Aggregate Limit shown in the Declarations or the Combined Aggregate Limit shown on any endorsement attached to the policy and
5. A request for reimbursement must include:
  - a. Injured party;
  - b. Date of loss or injury;
  - c. Description of event;
  - d. Description of injury;
  - e. Loss location name and address; and
  - f. Itemized **Damages** with supporting documentation,
  - g. Evidence of payment, and
6. The **Occurrence** must occur in the **Policy Territory** and arise out of the **Policyholder's** operations.

All reimbursements by **Us**, shall erode the Combined Aggregate Limit (Total Aggregate Limit of Liability) shown in the Declarations or any endorsements attached to the policy. Once this policy expires or the Combined Aggregate Limit is exhausted, no further requests for reimbursement will be accepted and no further reimbursements will be honored under this policy.

**C.** If a certificate of insurance issued by **You** based on the schedule listed above, the certificate of insurance must contain the wording exactly as set below without modification.

**HFF 00 011 07 20**

"The policy is a reimbursement only policy. Coverage is afforded on a Reimbursement basis for **Damages Paid** and reported to Hudson Excess Insurance Company by the **Policyholder** in accordance with the policy provisions. All reimbursements made to the **Policyholder** including claim expenses and legal and loss adjustment expenses are inside the Combined Aggregate Limit of the policy. The policy will only reimburse the **Policyholder** and will not make payments to any third party, any other party, any other insured, any additional insured, or other entities. The **Policyholder** and its subsidiaries and affiliate organizations shall all share in the Combined Aggregate Limit provided to the **Policyholder**. Any reimbursements to the **Policyholder** are included within and shall reduce the Combined Aggregate Limit of the policy."

**D. We** shall cancel the policy retroactively to the effective date of the policy, if within ten (10) business days of a request for reimbursement for **Damages Paid** by the **Policyholder** for a **Bodily Injury** or **Property Damage** or **Medical Incident** arising out of the performance of an **Occurrence** or **Professional Services**, the **Policyholder** has not provided **Us** with one hundred percent (100%) **Collateral Security** up to the Combined Aggregate Limit shown in the Declarations or the Combined Aggregate Limit shown on any endorsement attached to this policy (up to a Combined Aggregate Limit of \$3,000,000.00).

Any and all reimbursements to the **Policyholder** for those **Damages Paid** by the **Policyholder** as a result of any **Bodily Injury, Property Damage** or **Medical Incident** on behalf of the **Designated Locations** listed above in this endorsement shall not be exclusive or separate limits of liability. The Combined Aggregate Limit (Total Aggregate Limit of Liability) shown in the Declarations or any endorsements attached to the policy shall be eroded by any and all reimbursements to the **Policyholder** for those **Damages Paid** by the **Policyholder** as a result of any **Bodily Injury, Property Damage** or **Medical Incident** on behalf of the **Designated Locations** listed above in this endorsement.

Once this policy expires or the aggregate limit is exhausted, no further requests for reimbursement will be accepted and no further reimbursements to the **Policyholder** for those **Damages Paid** by the **Policyholder** will be made under this policy.

All other terms, conditions, coverages, and exclusions under the policy are applicable to this endorsement and remain unchanged.

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

**HFF 00 011 07 20**

**LOCATION SUB-LIMITS  
 SHARED LIMITS ENDORSEMENT**

**Policyholder:**

LaVie Care Centers, LLC  
 c/o Consulate Health Care  
 800 Concourse Parkway S, Suite 200  
 Maitland, FL 32751

This Endorsement shall not serve to increase **Our** limits, as described in the **LIMITS** section of the policy.

It is agreed that solely as respects the following designated location(s) the Limits shown on the Policy Declarations are amended to read as follows below. All Designated Locations shall share in the limits provided to the **Policyholder**.

**THIS ENDORSEMENT, INCLUDING ALL COVERAGE PARTS, APPLIES ONLY TO REQUEST(S) FOR REIMBURSEMENT MADE BY THE POLICYHOLDER LISTED ON THE DECLARATIONS FOR COVERED DAMAGES PAID BY THE POLICYHOLDER AND SUBMITTED WITH SUBSTANTIATION OF PAYMENT TO THE COMPANY DURING THE POLICY PERIOD. THIS POLICY ONLY REIMBURSES THE POLICYHOLDER LISTED ON THE DECLARATION AND WILL NOT REIMBURSE OR MAKE PAYMENTS TO OR ON BEHALF OF ANY OTHER PARTY, THIRD PARTY OR ANY OTHER ENTITY.**

Designated Locations	
LV CHC Holdings I, LLC 800 Concourse Parkway, Suite 200 Maitland, FL 32751	
West Altamonte Facility Operations, LLC D/b/a Consulate Health Care at West Altamonte 8132 Hudson Avenue Hudson, FL 34667	Lake Parker Facility Operations, LLC D/b/a Consulate Health Care of Lake Parker 2020 W. Lake Parker Drive Lakeland, FL 33805
Jacksonville Facility Operations, LLC D/b/a Consulate Health Care of Jacksonville 4101 Southpoint Drive East Jacksonville, FL 32216	Bayonet Point Facility Operations, LLC D/b/a Consulate Health Care of Bayonet Point 1099 West Town Parkway Altamonte Springs, FL 32714
Lakeland Facility Operations, LLC D/b/a Consulate Health Care of Lakeland 5245 North Socrum Loop Road Lakeland, FL 33809	Kissimmee Facility Operations, LLC D/b/a Consulate Health Care of Kissimmee 2511 John Young Parkway North Kissimmee, FL 34741
Tallahassee Facility Operations, LLC D/b/a Consulate Health Care of Tallahassee 1650 Phillips Road Tallahassee, FL 32308	St. Petersburg Facility Operations, LLC D/b/a Consulate Health Care of St. Petersburg 9393 Park Boulevard Seminole, FL 33777
New Port Richey Facility Operations, LLC D/b/a Consulate Health Care of New Port Richey 8417 Old County Road 54 New Port Richey, FL 34653	Melbourne Facility Operations, LLC D/b/a Consulate Health Care of Melbourne 3033 Sarno Road Melbourne, FL 32934

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****HFF 00 011 07 20**

Orange Park Facility Operations, LLC D/b/a Consulate Health Care of Orange Park 1215 Kingsley Avenue Orange Park, FL 32073	North Fort Myers Facility Operations, LLC D/b/a Consulate Health Care of North Fort Myers 991 Pondella Road North Fort Myers, FL 33903
Port Charlotte Facility Operations, LLC D/b/a Consulate Health Care of Port Charlotte 18480 Cochran Boulevard Port Charlotte, FL 33948	Pensacola Facility Operations, LLC D/b/a Consulate Health Care of Pensacola 235 W. Airport Boulevard Pensacola, FL 32504
Sarasota Facility Operations, LLC D/b/a Consulate Health Care of Sarasota 4783 Fruitville Road Sarasota, FL 34232	Safety Harbor Facility Operations, LLC D/b/a Consulate Health Care of Safety Harbor 1410 Dr. Martin Luther King Street North Safety Harbor, FL 34695
West Palm Beach Facility Operations, LLC D/b/a Consulate Health Care of West Palm Beach 1626 Davis Road West West Palm Beach, FL 33406	Vero Beach Facility Operations, LLC D/b/a Consulate Health Care of Vero Beach 1310 37 <sup>th</sup> Street Vero Beach, FL 32960
Brandon Facility Operations, LLC D/b/a Consulate Health Care of Brandon 701 Victoria Street Brandon, FL 33510	Winter Haven Facility Operations, LLC D/b/a Consulate Health Care of Winter Haven 2701 Lake Alfred Road Winter Haven, FL 33881
Miami Facility Operations, LLC D/b/a Franco Nursing & Rehabilitation Center 800 NW 95 <sup>th</sup> Street Miami, FL 33150	

<b>Limits Per Designated Location</b>			
<b>GENERAL LIABILITY</b>			
Each Occurrence Limit	\$	300,000	
General Liability Aggregate	\$	300,000	
Products/Completed Operations	\$	250,000	Aggregate Limit
Personal and Advertising Injury Limit	\$	250,000	Any One Person or Organization
Damage To Premises Rented To You Limit	\$	250,000	Any One Premises
Medical Payments	\$	Coverage Excluded	Any One Person
Employee Benefits Liability	\$	50,000	Each Wrongful Act
Employee Benefits Liability	\$	1,000,000	Aggregate Limit
<b>PROFESSIONAL LIABILITY</b>			
Each Medical Incident Limit	\$	100,000	
Professional Liability Aggregate Limit	\$	1,000,000	
<b>GENERAL AND PROFESSIONAL LIABILITY</b>	\$	1,000,000	Combined Aggregate Limit
<b>SELF INSURED RETENTION</b>	\$	0	
<b>RETROACTIVE DATE:</b> January 1, 2009			

**A.** Coverage under this endorsement applies only to those **Damages Paid** by the **Policyholder** as a result of any **Bodily Injury, Property Damage** or **Medical Incident** at the **Designated Locations** and claimed for reimbursement by the **Policyholder** listed on the Declarations subject to all other terms and conditions of this endorsement.

**Our** obligation under this endorsement applies only to the reimbursement of those **Damages Paid** by the **Policyholder** as a result of any **Bodily Injury, Property Damage** or **Medical Incident** at the **Designated Locations** and claimed for reimbursement by the **Policyholder** listed on the Declarations subject to all other terms and conditions of this endorsement

Regardless of the number of locations listed in this endorsement or any endorsements attached to the policy, **We** will only reimburse the **Policyholder** listed on the Declarations for those **Damages Paid** by the **Policyholder** subject to all limitations

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outlined in all Coverage Parts. **Our** obligation under this endorsement applies only to the reimbursement of those **Damages Paid** by the **Policyholder** under the policy. Additionally, the policy will only respond to reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** shown on the Declarations and will not reimburse any other party, any other insured, other entities or any third parties, including but not limited to additional insureds.

Nothing in this endorsement shall be construed to increase **Our** Combined Aggregate Limit set forth in the Policy Declarations or any endorsement attached to the policy which shall remain **Our** maximum liability under this policy and which shall remain our maximum liability for all reimbursements by **Us** to the **Policyholder** for those **Damages Paid** by the **Policyholder**, including payments at the location(s) subject to this endorsement and under the policy.

This endorsement does not give the **Designated Locations** listed above a separate Combined Aggregate Limit because the Combined Aggregate Limit of the **Designated Locations** shown above is a part of and not in addition to the Limits set forth in the Declarations page of this policy. Therefore, It is hereby agreed and understood that irrespective of the number of **Designated Locations**, all **Designated Locations**, shall share in the limits provided to the **Policyholder**. Any reimbursements made to the **Policyholder** for those **Damages Paid** by the **Policyholder** as a result of any **Bodily Injury, Property Damage** or **Medical Incident** at the **Designated Locations** shown above, shall reduce the Combined Aggregate Limit as set forth in the Declarations page and the Limit stated above for all **Designated Locations** shown above. Finally, it is hereby agreed and understood that this endorsement does not give any **Designated Locations**, listed above any **Policyholder** status.

**B.** Also, With respect to the designation locations listed above, it is hereby understood and agreed that **SECTION I. INSURING AGREEMENT, C. PROVISIONS** has been revised and incorporated into the policy and applicable to the **HEALTHCARE GENERAL LIABILITY COVERAGE PART** and the **HEALTHCARE PROFESSIONAL LIABILITY COVERAGE PART** as reflected below:

In order for a reimbursement request to be honored for those **Damages Paid** by the **Policyholder**:

1. A request for reimbursement for those **Damages Paid** by the **Policyholder** because of **Bodily Injury, Property Damage** or **Medical Incident** arising out of an **Occurrence** subsequent to the **Retroactive Date** stated in the Declarations must first be made by the **Policyholder** and received by **Us** in writing prior to the end of the **Policy Period**;
2. The **Policyholder** must have **Paid** such **Damages** during the **Policy Period**;
3. The **Policyholder** must present evidence to **Us** during the **Policy Period** that **Damages** were **Paid** by the **Policyholder** during the **Policy Period**; and
4. The **Policyholder** must have provided **Us** with **Collateral Security** equal to the Combined Aggregate Limit shown in the Declarations or the Combined Aggregate Limit shown on any endorsement attached to the policy and
5. A request for reimbursement must include:
  - a. Injured party;
  - b. Date of loss or injury;
  - c. Description of event;
  - d. Description of injury;
  - e. Loss location name and address; and
  - f. Itemized **Damages** with supporting documentation,
  - g. Evidence of payment, and
6. The **Occurrence** must occur in the **Policy Territory** and arise out of the **Policyholder's** operations.

All reimbursements by **Us**, shall erode the Combined Aggregate Limit (Total Aggregate Limit of Liability) shown in the Declarations or any endorsements attached to the policy. Once this policy expires or the Combined Aggregate Limit is exhausted, no further requests for reimbursement will be accepted and no further reimbursements will be honored under this policy.

**C.** If a certificate of insurance issued by **You** based on the schedule listed above, the certificate of insurance must contain the wording exactly as set below without modification.

"The policy is a reimbursement only policy. "Coverage is afforded on a Reimbursement basis for **Damages Paid** and reported to Hudson Excess Insurance Company by the **Policyholder** in accordance with the policy provisions. All reimbursements made to the **Policyholder** including claim expenses and legal and loss adjustment expenses are inside the Combined Aggregate Limit of the policy. The policy will only reimburse the **Policyholder** and will not make payments to any third party, any other party, any other insured, any additional insured, or other entities. The **Policyholder** and its

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

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subsidiaries and affiliate organizations shall all share in the Combined Aggregate Limit provided to the **Policyholder**. Any reimbursements to the **Policyholder** are included within and shall reduce the Combined Aggregate Limit of the policy.”

**D. We** shall cancel the policy retroactively to the effective date of the policy, if within ten (10) business days of a request for reimbursement for **Damages Paid** by the **Policyholder** for a **Bodily Injury** or **Property Damage** or **Medical Incident** arising out of the performance of an **Occurrence** or **Professional Services**, the **Policyholder** has not provided **Us** with one hundred percent (100%) **Collateral Security** up to the Combined Aggregate Limit shown in the Declarations or the Combined Aggregate Limit shown on any endorsement attached to this policy (up to a Combined Aggregate Limit of \$3,000,000.00).

Any and all reimbursements to the **Policyholder** for those **Damages Paid** by the **Policyholder** as a result of any **Bodily Injury, Property Damage** or **Medical Incident** on behalf of the **Designated Locations** listed above in this endorsement shall not be exclusive or separate limits of liability. The Combined Aggregate Limit (Total Aggregate Limit of Liability) shown in the Declarations or any endorsements attached to the policy shall be eroded by any and all reimbursements to the **Policyholder** for those **Damages Paid** by the **Policyholder** as a result of any **Bodily Injury, Property Damage** or **Medical Incident** on behalf of the **Designated Locations** listed above in this endorsement.

Once this policy expires or the aggregate limit is exhausted, no further requests for reimbursement will be accepted and no further reimbursements to the **Policyholder** for those **Damages Paid** by the **Policyholder** will be made under this policy.

All other terms, conditions, coverages, and exclusions under the policy are applicable to this endorsement and remain unchanged.

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

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**LOCATION SUB-LIMITS  
 SHARED LIMITS ENDORSEMENT**

**Policyholder:**

LaVie Care Centers, LLC  
 c/o Consulate Health Care  
 800 Concourse Parkway S, Suite 200  
 Maitland, FL 32751

This Endorsement shall not serve to increase **Our** limits, as described in the **LIMITS** section of the policy.

It is agreed that solely as respects the following designated location(s) the Limits shown on the Policy Declarations are amended to read as follows below. All Designated Locations shall share in the limits provided to the **Policyholder**.

**THIS ENDORSEMENT, INCLUDING ALL COVERAGE PARTS, APPLIES ONLY TO REQUEST(S) FOR REIMBURSEMENT MADE BY THE POLICYHOLDER LISTED ON THE DECLARATIONS FOR COVERED DAMAGES PAID BY THE POLICYHOLDER AND SUBMITTED WITH SUBSTANTIATION OF PAYMENT TO THE COMPANY DURING THE POLICY PERIOD. THIS POLICY ONLY REIMBURSES THE POLICYHOLDER LISTED ON THE DECLARATION AND WILL NOT REIMBURSE OR MAKE PAYMENTS TO OR ON BEHALF OF ANY OTHER PARTY, THIRD PARTY OR ANY OTHER ENTITY.**

Designated Locations	
NSPR Care Centers, LLC D/b/a Nspire Healthcare 1040 Crowne Pointe Parkway, Suite 600 Atlanta, GA 30338	
2599 NW 55 <sup>th</sup> Avenue Operations, LLC D/b/a Nspire Healthcare Lauderhill 2599 NW 55 <sup>th</sup> Avenue Lauderhill, FL 33313	5725 NW 186 <sup>th</sup> Street Operations, LLC D/b/a Nspire Healthcare Miami Lakes 5725 NW 186 <sup>th</sup> Street Hialeah, FL 33015
5901 NW 79 <sup>th</sup> Avenue Operations, LLC D/b/a Nspire Healthcare Tamarac 5901 NW 79 <sup>th</sup> Avenue Tamarac, FL 33321	6931 W. Sunrise Boulevard Operations, LLC D/b/a Nspire Healthcare Plantation 6931 W. Sunrise Boulevard Plantation, FL 33313
9400 SW 137 <sup>th</sup> Avenue Operations, LLC D/b/a Nspire Healthcare Kendall 9400 SW 137 <sup>th</sup> Avenue Kendall, FL 33186	MLMN Master Tenant, LLC 5102 W. Laurel Street, Suite 700 Tampa, FL 33607
NSPRMC, LLC 1040 Crowne Pointe Parkway Atlanta, GA 30338	

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****HFF 00 011 07 20**

<b>Limits Per Designated Location</b>			
<b>GENERAL LIABILITY</b>			
Each Occurrence Limit	\$	1,000,000	
General Liability Aggregate	\$	2,000,000	
Products/Completed Operations	\$	2,000,000	Aggregate Limit
Personal and Advertising Injury Limit	\$	1,000,000	Any One Person or Organization
Damage To Premises Rented To You Limit	\$	1,000,000	Any One Premises
Medical Payments	\$	Coverage Excluded	Any One Person
Employee Benefits Liability	\$	50,000	Each Wrongful Act
Employee Benefits Liability	\$	1,000,000	Aggregate Limit
<b>PROFESSIONAL LIABILITY</b>			
Each Medical Incident Limit	\$	125,000	
Professional Liability Aggregate Limit	\$	375,000	
<b>GENERAL AND PROFESSIONAL LIABILITY</b>	\$	2,000,000	Combined Aggregate Limit
<b>SELF INSURED RETENTION</b>	\$	0	
<b>RETROACTIVE DATE:</b> September 18, 2018			

**A.** Coverage under this endorsement applies only to those **Damages Paid** by the **Policyholder** as a result of any **Bodily Injury, Property Damage** or **Medical Incident** at the **Designated Locations** and claimed for reimbursement by the **Policyholder** listed on the Declarations subject to all other terms and conditions of this endorsement.

**Our** obligation under this endorsement applies only to the reimbursement of those **Damages Paid** by the **Policyholder** as a result of any **Bodily Injury, Property Damage** or **Medical Incident** at the **Designated Locations** and claimed for reimbursement by the **Policyholder** listed on the Declarations subject to all other terms and conditions of this endorsement

Regardless of the number of locations listed in this endorsement or any endorsements attached to the policy, **We** will only reimburse the **Policyholder** listed on the Declarations for those **Damages Paid** by the **Policyholder** subject to all limitations outlined in all Coverage Parts. **Our** obligation under this endorsement applies only to the reimbursement of those **Damages Paid** by the **Policyholder** under the policy. Additionally, the policy will only respond to reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** shown on the Declarations and will not reimburse any other party, any other insured, other entities or any third parties, including but not limited to additional insureds.

Nothing in this endorsement shall be construed to increase **Our** Combined Aggregate Limit set forth in the Policy Declarations or any endorsement attached to the policy which shall remain **Our** maximum liability under this policy and which shall remain our maximum liability for all reimbursements by **Us** to the **Policyholder** for those **Damages Paid** by the **Policyholder**, including payments at the location(s) subject to this endorsement and under the policy.

This endorsement does not give the **Designated Locations** listed above a separate Combined Aggregate Limit because the Combined Aggregate Limit of the **Designated Locations** shown above is a part of and not in addition to the Limits set forth in the Declarations page of this policy. Therefore, It is hereby agreed and understood that irrespective of the number of **Designated Locations**, all **Designated Locations**, shall share in the limits provided to the **Policyholder**. Any reimbursements made to the **Policyholder** for those **Damages Paid** by the **Policyholder** as a result of any **Bodily Injury, Property Damage** or **Medical Incident** at the **Designated Locations** shown above, shall reduce the Combined Aggregate Limit as set forth in the Declarations page and the Limit stated above for all **Designated Locations** shown above. Finally, it is hereby agreed and understood that this endorsement does not give any **Designated Locations**, listed above any **Policyholder** status.

**B.** Also, With respect to the designation locations listed above, it is hereby understood and agreed that **SECTION I. INSURING AGREEMENT, C. PROVISIONS** has been revised and incorporated into the policy and applicable to the **HEALTHCARE GENERAL LIABILITY COVERAGE PART** and the **HEALTHCARE PROFESSIONAL LIABILITY COVERAGE PART** as reflected below:



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In order for a reimbursement request to be honored for those **Damages Paid** by the **Policyholder**:

1. A request for reimbursement for those **Damages Paid** by the **Policyholder** because of **Bodily Injury, Property Damage or Medical Incident** arising out of an **Occurrence** subsequent to the **Retroactive Date** stated in the Declarations must first be made by the **Policyholder** and received by **Us** in writing prior to the end of the **Policy Period**;
2. The **Policyholder** must have **Paid** such **Damages** during the **Policy Period**;
3. The **Policyholder** must present evidence to **Us** during the **Policy Period** that **Damages** were **Paid** by the **Policyholder** during the **Policy Period**; and
4. The **Policyholder** must have provided **Us** with **Collateral Security** equal to the Combined Aggregate Limit shown in the Declarations or the Combined Aggregate Limit shown on any endorsement attached to the policy and
5. A request for reimbursement must include:
  - a. Injured party;
  - b. Date of loss or injury;
  - c. Description of event;
  - d. Description of injury;
  - e. Loss location name and address; and
  - f. Itemized **Damages** with supporting documentation,
  - g. Evidence of payment, and
6. The **Occurrence** must occur in the **Policy Territory** and arise out of the **Policyholder's** operations.

All reimbursements by **Us**, shall erode the Combined Aggregate Limit (Total Aggregate Limit of Liability) shown in the Declarations or any endorsements attached to the policy. Once this policy expires or the Combined Aggregate Limit is exhausted, no further requests for reimbursement will be accepted and no further reimbursements will be honored under this policy.

**C.** If a certificate of insurance issued by **You** based on the schedule listed above, the certificate of insurance must contain the wording exactly as set below without modification.

"The policy is a reimbursement only policy. "Coverage is afforded on a Reimbursement basis for **Damages Paid** and reported to Hudson Excess Insurance Company by the **Policyholder** in accordance with the policy provisions. All reimbursements made to the **Policyholder** including claim expenses and legal and loss adjustment expenses are inside the Combined Aggregate Limit of the policy. The policy will only reimburse the **Policyholder** and will not make payments to any third party, any other party, any other insured, any additional insured, or other entities. The **Policyholder** and its subsidiaries and affiliate organizations shall all share in the Combined Aggregate Limit provided to the **Policyholder**. Any reimbursements to the **Policyholder** are included within and shall reduce the Combined Aggregate Limit of the policy."

**D.** We shall cancel the policy retroactively to the effective date of the policy, if within ten (10) business days of a request for reimbursement for **Damages Paid** by the **Policyholder** for a **Bodily Injury or Property Damage or Medical Incident** arising out of the performance of an **Occurrence or Professional Services**, the **Policyholder** has not provided **Us** with one hundred percent (100%) **Collateral Security** up to the Combined Aggregate Limit shown in the Declarations or the Combined Aggregate Limit shown on any endorsement attached to this policy (up to a Combined Aggregate Limit of \$3,000,000.00).

Any and all reimbursements to the **Policyholder** for those **Damages Paid** by the **Policyholder** as a result of any **Bodily Injury, Property Damage or Medical Incident** on behalf of the **Designated Locations** listed above in this endorsement shall not be exclusive or separate limits of liability. The Combined Aggregate Limit (Total Aggregate Limit of Liability) shown in the Declarations or any endorsements attached to the policy shall be eroded by any and all reimbursements to the **Policyholder** for those **Damages Paid** by the **Policyholder** as a result of any **Bodily Injury, Property Damage or Medical Incident** on behalf of the **Designated Locations** listed above in this endorsement.

Once this policy expires or the aggregate limit is exhausted, no further requests for reimbursement will be accepted and no further reimbursements to the **Policyholder** for those **Damages Paid** by the **Policyholder** will be made under this policy.

All other terms, conditions, coverages, and exclusions under the policy are applicable to this endorsement and remain unchanged.

**SCHEDULE FORMS AND ENDORSEMENTS**  
**Policy # HFF100154-2002**

HFF HDP 07 20 - FL	Healthcare Liability Policy Declarations
HFF 00 011 07 20	Per Location Sub -Limits
HFF RHN 07 20	Claims Reimbursement Notice
HFF OFAC	U.S. Treasury Department's ("OFAC") Advisory Notice to Policyholders
HFF 00 000 07 20	Healthcare General Liability Coverage Part
HFF 00 001 07 20	Healthcare Professional Liability Coverage Part
HFF 00 003 07 20	Medical Payments Coverage Part
HFF 00 004 07 20	Employee Benefits Liability Insurance Coverage Part
HFF 00 005 07 20	Products/Completed Operations Liability Coverage Part
HFF 00 007 07 20	Personal and Advertising Injury Liability Coverage Part
HFF 00 010 07 20	Schedule of Facilities and Named Insureds
HFF 00 014 07 20	Additional Insured Endorsement
HFF 00 019 07 20	Additional Insured Endorsement – Scheduled
HFF 00 028 07 20	Communicable Disease Exclusion
HFF 00 029 07 20	Virus or Bacteria Exclusion
HFF 00 030 07 20	Exclusion of Certified Acts of Terrorism
HFF 00 031 07 20	Mold, Mildew, Fungus Exclusion
HFF 00 033 07 20	Economic Sanctions Endorsement
HFF 00 034 07 20	Policy Maximum Combined Aggregate Limit Endorsement
Endorsement #1	General Change Endorsement
Endorsement #2	General Change Endorsement
Endorsement #3	General Change Endorsement



Hudson Excess Insurance Company  
100 William Street, 5<sup>th</sup> Floor  
New York, NY 10038  
[www.hudsoninsgroup.com](http://www.hudsoninsgroup.com)  
An OdysseyRe Fairfax Company

## HOW TO REQUEST A CLAIM REIMBURSEMENT

To request reimbursement for a covered claim, you should provide written notice to your HEIC insurer per the terms of your policy.

**Please submit all Fully Funded Reimbursement Requests to:**

**[HFFRequest@HudsonInsGroup.com](mailto:HFFRequest@HudsonInsGroup.com)**

Questions regarding Fully Funded Reimbursements can be directed to the following:

Ashia Cooper  
Hudson Insurance Group  
100 William Street, 5<sup>th</sup> Floor  
New York, NY 10038  
Phone: (212) 978-2792  
Email: [ACooper@Hudsoninsgroup.com](mailto:ACooper@Hudsoninsgroup.com)

**PLEASE BE ADVISED THAT HEIC STRIVES TO BE A PAPERLESS COMPANY. THEREFORE, WE RESPECTFULLY REQUEST THAT ALL REIMBURSEMENT REQUESTS AND SUPPORTING DOCUMENTATION BE SUBMITTED ELECTRONICALLY TO THE ABOVE EMAIL ADDRESSES.**

Thank you for your business!

Hudson Excess Insurance Company

# U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Policyholder Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC and possibly by the U.S. Department of State. **Please read this Policyholder Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions and trade sanctions policy, based on Presidential declarations of "National Emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site: <http://www.treas.gov/ofac>.

In accordance with OFAC regulations or any applicable regulation promulgated by the U.S. Department of State, if it is determined that you or another insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is identified by OFAC a *Specially Designated or Blocked Person*, this insurance will be considered a blocked or frozen contract and all provisions of this insurance will be immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, neither payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

**THIS POLICY, INCLUDING ALL COVERAGE PARTS, APPLIES ONLY TO REQUEST(S) FOR REIMBURSEMENT MADE BY THE POLICYHOLDER FOR COVERED DAMAGES PAID BY THE POLICYHOLDER AND SUBMITTED WITH SUBSTANTIATION OF PAYMENT TO THE COMPANY DURING THE POLICY PERIOD. THIS POLICY ONLY REIMBURSES THE POLICYHOLDER AND WILL NOT REIMBURSE OR MAKE PAYMENTS TO OR ON BEHALF OF ANY OTHER PARTY, THIRD PARTY OR ANY OTHER ENTITY.**

Various provisions in this policy restrict coverage. Read the entire policy, including each Coverage Part, carefully to determine rights, duties and what is and is not covered.

In consideration of the payment of the premium and in reliance upon the statements, representations and warranties in the application and supplements, which are made a part of this policy, the Insurance Company shown in the Declarations (hereinafter called "**We, Us or Our**"), agrees with the **Policyholder** (hereinafter called "**You**" or "**Your**") shown in the Declarations subject to all of the terms, exclusions and conditions of this policy, as follows. Words and phrases that appear in **bold** have special meanings found in SECTION V.

## **SECTION I. REIMBURSEMENT COVERAGE AGREEMENT**

### **A. COVERAGES**

**We** will reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** as a result of any **Bodily Injury** or **Property Damage** subject to all limitations outlined in this Coverage Part. **We** have no duty to defend **You** or any other person, any insured, any additional insured, other entities or any third parties against any claim, proceeding, or suit seeking those **Damages**. **Our** duty to reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** is further limited as provided below or in the EXCLUSIONS Section of the policy and by the other conditions of this policy including the limits expressed in the Declarations or any endorsements attached hereto. **We** will have no duty to reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** for any **Bodily Injury** or **Property Damage** to which this policy does not apply.

1. The amount **We** will reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** is limited as described in the LIMITS section of the policy.
2. Subject to (1.) above, **Our** duty to reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** ends when the **Policyholder** has exhausted the applicable aggregate limit expressed in the Declarations or any endorsements attached hereto by reimbursement of **Damages** under this Coverage Part.
3. **We** will have no duty to reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** because of any **Bodily Injury** or **Property Damage** arising out of an **Occurrence** before the **Retroactive Date**.

### **B. CHANGES**

This policy contains all of the agreements between the **Policyholder** and **Us** concerning the reimbursement coverage. This policy's terms can be amended or waived only by an endorsement issued by **Us** and made a part of this policy.

### **C. PROVISIONS**

In order for a reimbursement request to be honored for those **Damages Paid** by the **Policyholder**:

1. A request for reimbursement for those **Damages Paid** by the **Policyholder** because of **Bodily Injury** or **Property Damage** arising out of an **Occurrence** subsequent to the **Retroactive Date** stated in the Declarations must first be made by the **Policyholder** and received by **Us** in writing prior to the end of the **Policy Period**;
2. The **Policyholder** must have **Paid** such **Damages** during the **Policy Period**;
3. The **Policyholder** must present evidence to **Us** during the **Policy Period** that **Damages** were **Paid** by the **Policyholder** during the **Policy Period**; and
4. The **Policyholder** must have provided **Us** with **Collateral Security** equal to the Combined Aggregate Limit shown in the Declarations or the Combined Aggregate Limit shown on any endorsement attached to the policy and
5. A request for reimbursement must include:
  - a. Injured party;
  - b. Date of loss or injury;
  - c. Description of event;
  - d. Description of injury;

- e. Loss location name and address; and
  - f. Itemized **Damages** with supporting documentation,
  - g. Evidence of payment, and
6. The **Occurrence** must occur in the **Policy Territory** and arise out of the **Policyholder's** operations.

All reimbursements by **Us**, shall erode the Combined Aggregate Limit (Total Aggregate Limit of Liability) shown in the Declarations or any endorsements attached to the policy. Once this policy expires or the Combined Aggregate Limit is exhausted, no further requests for reimbursement will be accepted and no further reimbursements will be honored under this policy.

#### **D. DEFENSE AND SETTLEMENT PROVISIONS**

**We** have no duty, obligation, or responsibility to investigate any claim, proceeding or suit against **You** or any other person, any insured, any additional insured, other entities or any third parties and **We** have no duty, obligation, or responsibility to defend **You**, or any other person, any insured, any additional insured, other entities or any third parties against any claim, suit or proceeding seeking any **Damages** as a result of any **Bodily Injury** or **Property Damage** under this policy.

1. The **Policyholder** has the sole responsibility to and must:
  - a. Investigate, defend and settle any and all claims;
  - b. Conduct the defense and appeal in all actions, suits and proceedings commenced against the **Policyholder**; and
  - c. Provide and pay for adequate defense of any claim.
2. The **Policyholder** is permitted to delegate the obligation to investigate, settle and defend any claim to a **Third Party Administrator**.

If a **Third Party Administrator** is delegated a claim that is received by or brought against the **Policyholder**, the **Policyholder** must:

- a. Immediately create a written record of the specifics of the claim and the date received; and
- b. Provide the **Third Party Administrator** written notice of the claim as soon as practicable.

Notice to the **Third Party Administrator** will not be considered notice to **Us** and a claim reported to the **Third Party Administrator** will not be considered a request for reimbursement for **Damages** made under this policy.

Coverage under this policy will apply only to requests for reimbursement for **Damages Paid** by the **Policyholder** which are reported directly to **Us** in writing by the **Policyholder** in accordance with **C. PROVISIONS** and with the information listed above. The **Policyholder's** contract with the **Third Party Administrator** must require the **Third Party Administrator** to provide the **Policyholder** with the information necessary for the **Policyholder** to comply with these requirements, and to provide the **Policyholder** with any other claims information **We** request within 10 days of **Our** request.

The **Policyholder** shall be solely responsible for the payment of all **Third Party Administrator** fees relating to Claims Adjustment Services. In no event will **We** be responsible for any payment of Claims Adjustment Services or **Third Party Administrator** fees.

3. If **We** are brought into the claim or named as a defendant in a claim, **We** have the right but not the obligation to associate ourselves in the defense of any claim, to appoint an attorney to represent **Our** interests or to settle any claim at **Our** discretion at **Your** expense.

#### **SECTION II. EXCLUSIONS**

This policy does not apply and **We** will not reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** in connection with any claim against the **Policyholder** arising out of, relating to or resulting from:

**A. Aircraft, Auto, or Watercraft**

Any injury arising out of the ownership, maintenance, use or entrustment to others of any aircraft, **Auto** or watercraft. Use includes operation and loading or unloading.

**B. Antitrust**

Any liability arising out of the actual or alleged involvement in any violation of an antitrust law or agreement or conspiracy to restrain trade.

**C. Asbestos**

Any liability arising out of:

1. The actual or alleged or suspected ingestion, inhalation, absorption, or prolonged physical exposure or threat of exposure to asbestos in any form; or
2. The manufacture, mining, use, sale, installation, removal, abatement, clean-up or distribution of, or exposure to, asbestos, asbestos waste or waste materials containing asbestos, asbestos fibers, asbestos products or asbestos dust.

**D. Contractual Liability**

Any liability the **Policyholder** assumes under any contract or agreement. This exclusion does not apply to:

1. Liability that the **Policyholder** assumes in a written contract with:
  - a. A Health Maintenance Organization;
  - b. A Preferred Provider Organization;
  - c. An Independent Practice Association; or
  - d. Any similar organization; or
2. A warranty of fitness or quality of any therapeutic agents or supplies the **Policyholder** has furnished or supplied in connection with treatment that has been performed.

**E. Criminal Acts**

Arising out of any dishonest, fraudulent, criminal, intentional or malicious acts resulting in a **Bodily Injury** or **Property Damage** or deliberate misrepresentation committed by or at the direction of, or with the knowledge of the **Policyholder**.

**F. Cross Suits**

Any claims made by one **Policyholder** against another **Policyholder**.

**G. Damage To Impaired Property Or Property Not Physically Injured**

**Property Damage** to Impaired Property or property that has not been physically injured, arising out of:

1. A defect, deficiency, inadequacy or dangerous condition in **Your Work**; or
2. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

**H. Department of Health and Human Services**

Any claim made by the U.S. Department of Health and Human Services (HHS) except for any claims or proceedings before any administrative body alleging in whole or in part violations of the Emergency Medical Treatment and Labor Act, any administrative or judicial hearings pertaining to Medicare or Medicaid fraud, or any other hearings initiated against the **Policyholder** by HHS or by any utilization or quality review organization under contract with HHS.

**I. Electronic Data**

**Damages** arising out of the loss of, loss of use of, **Damage** to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, **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.

**J. Employment Related Practices**

Any liability arising out of any refusal to employ; termination of employment; or coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination or other practices, policies, acts or omissions related to employment or general privileges. This exclusion does not apply to services by any person as a member of the **Policyholder's** formal accreditation, standards review or similar profession board or committee otherwise covered by this policy.

**K. Employer's Liability**

Any **Bodily Injury** to:

1. An **Employee** of the **Policyholder** arising out of and in the course of:
  - a. Employment by the **Policyholder**; or
  - b. Performing duties related to the conduct of the **Policyholder's** business; or
2. The spouse, child, parent, brother or sister of that **Employee** as a consequence of Paragraph (1) above.

This exclusion applies:

1. Whether the **Policyholder** may be liable as an employer or in any other capacity; and
2. To any obligations to share **Damages** with or repay someone else who must pay **Damages** because of the injury.

**L. ERISA**

Any liability under the Employee Retirement Income Security Act (E.R.I.S.A.) of 1974 or changes to it, or any similar state law.

**M. Fee Disputes**

Any liability arising out of disputes about the **Policyholder's** fees, including collecting fees from any third party.

**N. Hospitals and Laboratories**

Any liability arising out of the **Policyholder's** ownership or operation of a hospital or laboratory.

**O. Improper Licensure**

Any liability arising out of the **Policyholder's** failure to have a license as required by law, or any liability arising out of any **Bodily Injury**:

1. That occurs while the **Policyholder's** license or the applicable license has been suspended, revoked or surrendered; or
2. That constitutes a violation of any restriction imposed upon such license.

**P. Intentional Harm**

Any **Damage** or harm that is reasonably expected or intended from the standpoint of the **Policyholder**.

**Q. Lead**

Any liability arising out of:

1. The actual or alleged or suspected ingestion, inhalation, absorption, or prolonged physical exposure or threat of exposure to lead in any form; or
2. The manufacture, use, sale, removal, transportation, storage or disposal of lead or goods or products containing any form of lead.

**R. Liquor Liability**

Any **Bodily Injury** or **Property Damage** for which the **Policyholder** may be held liable by reason of:

1. Causing or contributing to the intoxication of any person;
2. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
3. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

**S. Mobile Equipment**

Any **Bodily Injury** or **Property Damage** arising out of:



1. The transportation of **Mobile Equipment** by an **Auto** owned or operated by or rented or loaned to the **Policyholder**; or
2. The use of **Mobile Equipment** in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**T. Policyholder vs. Policyholder**

Any claims made by one **Policyholder** against another **Policyholder**.

**U. Nuclear and Radioactive**

Any liability arising out of nuclear fission, nuclear fusion or radioactive contamination.

**V. Other Coverage Parts**

Any claims brought under any other Coverage Part of this policy other than this General Liability Coverage Part.

**W. Patients or Residents**

Any **Bodily Injury** or **Property Damage** sustained by the **Policyholder's** patients or residents.

**X. Personal and Advertising Injury**

**Bodily Injury** arising out of **Personal and Advertising Injury**.

**Y. Physicians**

Any physician, including any resident, intern, extern or fellow. However, this exclusion does not apply to any physician, including any resident, intern, extern or fellow who is or was an **Employee** of the **Policyholder** with respect to the following:

1. Charitable activities approved by the **Policyholder**;
2. Participation in employer-sponsored continuing medical education courses; or
3. While acting within the scope of their administrative duties for the **Policyholder**.

**Z. Pollution**

Any liability arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants** at any time.

**AA. Pollution Cleanup Costs**

Any loss, cost or expense arising out of any:

1. Direction, request, demand, order or statutory or regulatory requirement that the **Policyholder** 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
2. 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 effects of **Pollutants**.

**BB. Prior Acts**

Arising out of any **Bodily Injury** or **Property Damage** committed, or alleged to have been committed prior to the **Retroactive Date** including any **Bodily Injury** or **Property Damage** that is logically or causally connected by reason of any common fact, circumstance, situation, transaction, casualty, event, or decision.

**CC. Products/Completed Operations Hazard**

Any **Bodily Injury** or **Property Damage** arising out of the **Products/Completed Operations Hazard**.

**DD. Property Damage**

Any **Property Damage** to:

1. Property the **Policyholder** owns, rents, or occupies;
2. Premises the **Policyholder** sells, gives away or abandons, if the **Property Damage** arises out of any part of those premises;
3. Property loaned to the **Policyholder**;
4. Personal property in the care, custody or control of the **Policyholder**;

5. That particular part of real property on which the **Policyholder** or any contractors or subcontractors working directly or indirectly on the **Policyholder's** behalf are performing operations, if the **Property Damage** arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because the **Policyholder's** work was incorrectly performed on it.

#### EE. War

Any **Bodily Injury** or **Property Damage** arising, directly or indirectly, out of:

1. **War**, including undeclared or Civil **War**; or
2. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
3. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or
4. **Terrorism**, including any action taken in hindering or defending against an actual or expected incident of **Terrorism** regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

In the event of any incident of **Terrorism** that is not subject to the **Terrorism** Exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this Coverage Part.

Multiple incidents of **Terrorism** which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership will be considered to be one incident.

#### FF. Workers' Compensation And Similar Laws

Any obligation of the **Policyholder** under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

### SECTION III. LIMITS

The Limits shown in the Declarations or any endorsements attached to the policy and the rules below are the most **We** will reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** regardless of the number of:

1. **Policyholders**;
2. Reimbursement requests made by the **Policyholder(s)**; or

The Limits will apply to the entire **Policy Period**, regardless of its length.

#### A. Combined Aggregate Limit

The Combined Aggregate Limit is the most **We** will reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** for the sum of:

1. All **Damages** under this General Liability Coverage Part; and
2. All **Damages** under all Coverage Parts of this policy, including **Damages** because of all liability included in the Professional Liability Coverage Part, if applicable.

All reimbursements by **Us** shall erode the Combined Aggregate Limit shown in the Declarations or any endorsements attached to the policy. Upon exhaustion of the Combined Aggregate Limit, **We** will have no obligation to make any further reimbursements to the **Policyholder** for any **Damages Paid** by the **Policyholder**.

#### B. Damage To Premises Rented To You Limit

Subject to the General Liability Aggregate Limit, the Damage To Premises Rented To **You** Limit stated in the Declarations or any endorsements attached to the policy is the most **We** will reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** because of **Property Damage** to any one premises, while rented to **You**, or in the case of damage by fire, while rented to **You** or temporarily occupied by you with permission of the owner.

**C. Each Occurrence Limit**

Subject to the General Liability Aggregate Limit, the Each Occurrence Limit stated in the Declarations or any endorsements attached to the policy is the most **We** will reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** because of **Bodily Injury** or **Property Damages** arising out of any one **Occurrence**. All **Bodily Injury** or **Property Damages** arising from continuous, related or repeated **Bodily Injury** or **Property Damages** will be considered one **Occurrence**.

**D. General Liability Aggregate Limit**

Subject to the Combined Aggregate Limit, the most **We** will reimburse the **Policyholder** for all **Damages Paid** by the **Policyholder** combined in connection with all **Bodily Injury** or **Property Damage** is the General Liability Aggregate Limit stated in the Declarations or any endorsements attached to the policy. All reimbursements by **Us** shall erode the Combined Aggregate Limit shown in the Declarations or any endorsements attached to the policy. Upon exhaustion of the General Liability Aggregate Limit, **We** will have no obligation to make any further reimbursements to the **Policyholder** for any **Damages Paid** by the **Policyholder** resulting from any **Bodily Injury** or **Property Damage**.

**SECTION IV. CONDITIONS**

**A. 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 claim against the **Policyholder** seeking **Damages**, or
2. To sue **Us** on this policy.
3. Nor shall **We** be impleaded by the **Policyholder** or his, her or its legal representative.

**B. APPLICATION**

By acceptance of this policy, the **Policyholder** reaffirms as of the first day of the **Policy Period** that (a) the statements on the application are the **Policyholder's** agreements and representations, (b) this policy is issued in reliance upon the truth and accuracy of such representations, and (c) this policy encompasses all agreements existing between the **Policyholder** and **Us** or any of its agents relating to this policy.

**C. ASSIGNMENT**

Assignment of interest under this policy will not bind **Us** unless **We** consent in writing.

**D. BANKRUPTCY**

In the event of insolvency, bankruptcy, or other financial impairment of the **Policyholder**, **We** shall reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** only to the same extent **We** would have been had such insolvency, bankruptcy or financial impairment not occurred.

**E. CANCELLATION**

Premium for this policy is fully earned at inception. Once the premium has been **Paid** and all conditions of binding have been met, no return premium of any kind will be available and this policy may not be cancelled by the **Policyholder** or **Us**, unless both parties agree to such cancellation in writing.

**F. CERTIFICATES OF INSURANCE**

**We** will not review, accept or retain copies of any certificates of insurance or additional **Policyholder** endorsements prepared by anyone. Moreover, **We** will not be responsible for any liability resulting from the issuance of any unauthorized endorsement or the issuance of an endorsement which has been authorized by **Us** but where the authorized wording is amended or revised in any way, without the prior written approval by **Us**.

**We** will not be responsible for any liability resulting from the issuance of any certificates of insurance. In no event does anyone have the authority to issue certificates of insurance which include any addition and/or modification of the policy terms and conditions, additional named insureds, waivers of subrogation or any special additional coverages unless expressly approved in writing by the Company.

All certificates of insurance must be issued in the name of the Surplus lines broker or other representative of the **Policyholder** and not in the name of HEIC. Any certificates of insurance issued by or on behalf of the **Policyholder** must be based on the most recent version of the ACORD form certificate of insurance and shall include all of the

disclaimers of such form. All certificates of insurance shall accurately reflect all the material terms of this Policy. (including without limitation the Limits and the Coverage Period).

The certificates of insurance issued by **You** shall contain the wording exactly as set below without modification.

“The policy is a reimbursement only policy. “Coverage is afforded on a Reimbursement basis for **Damages Paid** and reported to Hudson Excess Insurance Company by the **Policyholder** in accordance with the policy provisions. All reimbursements made to the **Policyholder** including claim expenses and legal and loss adjustment expenses are inside the Combined Aggregate Limit of the policy. The policy will only reimburse the **Policyholder** and will not make payments to any third party, any other party, any other insured, any additional insured, or other entities. The **Policyholder** and its subsidiaries and affiliate organizations shall all share in the Combined Aggregate Limit provided to the **Policyholder**. Any reimbursements to the **Policyholder** are included within and shall reduce the Combined Aggregate Limit of the policy.”

Copies of all certificates of insurance and any endorsement sent with those certificates must be retained by the issuer for the time period required by state law or regulation in the state in which the certificates of insurance is issued, but in no event less than five years from the date indicated on the certificate.

Unless this policy is physically endorsed by **Us**, the issuance of a certificates of insurance does not amend, extend, or alter the coverage provided by this policy or change the person(s) or entities to whom such coverage is afforded under this policy. **We** will not be responsible for any liability resulting from the issuance of any unauthorized endorsement or the issuance of an endorsement which has been authorized by **Us** but where the authorized wording is amended or revised in any way, without **Our** prior written approval. No one without the express written authority from **Us** has the authority to issue certificates of insurance or endorsements of any kind including without limitation additional **Policyholder** endorsements, which include any addition and/or modification of this policy’s terms and conditions, or purport to add any additional **Policyholder(s)** and/or change any term, condition, or provision of this policy unless such policy changes or modifications are first approved by the Company and a policy endorsement is issued by the Company.

#### **G. CHANGES IN EXPOSURE**

If after the inception date of this policy there is a material change among the **Policyholder’s** partners, stockholders, or members or in the nature of the **Policyholder’s** business, then the **Policyholder** will report such a change in writing to **Us** within 30 days of the change, and **We** will be given the right to revise the terms, conditions or exclusions of the policy and/or charge an additional premium.

#### **H. CHOICE OF LAW**

This policy and all additions to, endorsements to, or modifications of the policy will be interpreted under the laws of the State of New York.

#### **I. CONFORMANCE TO STATUTE**

Any terms of this policy which are in conflict with terms of any applicable laws construing this policy are hereby amended to conform to such laws.

#### **J. CONSENT TO JURISDICTION**

By accepting this policy the **Policyholder** submits themselves to the jurisdiction of the Superior Court of New York County, New York, New York and agrees that such court will have jurisdiction and venue for the purposes of determining all rights and obligations under this agreement. The **Policyholder** expressly consents to the jurisdiction and venue of the Superior Court of New York County, New York, New York for any **Suit** brought to interpret or enforce the provisions of this policy. By contending that there is or may be coverage under this policy, the **Policyholder** agrees to accept service of process by any legally recognized method available under New York law.

#### **K. CONSTRUCTION**

It is understood and agreed that this policy is a manuscript policy that has been negotiated at arm’s length and on equal footing as between the **Policyholder** and **Us**, that both parties are sophisticated and that both parties fully understand and agree to all the terms and conditions contained in this policy. Accordingly, in any dispute concerning

the meaning of this policy, or any term or condition hereof, such dispute shall be resolved without any presumption or rule of construction in favor of either party or any related or similar doctrine.

**L. EXAMINATION OF THE POLICYHOLDER'S BOOKS AND RECORDS**

**We** may examine and audit the **Policyholder's** books and records as they relate to this policy at any time during the **Policy Period** and up to three years afterward.

**M. INDEMNIFICATION**

The **Policyholder** agrees:

1. **We** are not responsible for reimbursing the **Policyholder** for those **Damages Paid** by the **Policyholder** as a result of any **Bodily Injury** or **Property Damage** for any amounts beyond the Combined Aggregate Limit of this policy;
2. It is not anticipated that **We** will be legally required to reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** for any amounts beyond the Combined Aggregate Limit of this policy, and;
3. **We** will have no legal or contractual obligation to reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** for any amounts beyond the Combined Aggregate Limit of this policy. If **We** are legally required to pay any amounts beyond the Combined Aggregate Limit of this policy, **You** agree to fully indemnify **Us** and hold **Us** harmless with respect to such amounts, unless the event is solely a result of **Our** actions.

**N. INSPECTIONS AND SURVEYS**

1. **We** have the right to:
  - a. Make inspections and surveys at any time;
  - b. Give the **Policyholder** reports on the conditions **We** find; and
  - c. Recommend changes.
2. **We** are not obligated to make any inspections, surveys, reports or recommendations and any such actions **We** do undertake relate only to insurability and the premiums to be charged. **We** do not make safety inspections. **We** do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And **We** do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1 and 2 of this condition apply not only to **Us**, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

**O. LIABILITY OF THE COMPANY**

**Our** maximum liability and duty to reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** hereunder shall be limited to and will be satisfied solely and only from the amount of **Collateral Security** posted by the **Policyholder** or a representative on behalf of the **Policyholder** against said policy, less any expenses and/or prior reimbursements. **We** shall not reimburse the **Policyholder** from any of **Our** funds or assets.

**P. NO PROFESSIONAL ADVICE**

The **Policyholder** acknowledges and agrees that **We** have not provided any tax, accounting, or legal advice in connection with this policy, including the appropriate tax or accounting treatment of this policy. The **Policyholder** has been advised by **Us** to consult with its own legal, tax and accounting advisors concerning this policy and the appropriate treatment of it for tax and accounting purposes.

**Q. PREMIUMS**

The **Policyholder** shown in the Declarations is responsible for the payment of all premium, which will be fully earned when received by **Us**. The policy premium is payable in full and is a condition precedent to any coverage and any reimbursements being honored under this policy. If the **Policyholder** fails to pay the policy premium in full, then the policy shall not incept and no reimbursements shall be honored under this policy for any period of time.

**R. PRIVACY NOTICE**

Privacy is important to **Us**. **We** understand that consumers really care about their privacy and want it to be protected. **We** are committed to safeguarding nonpublic personal information **We** collect about **Our** consumers.

**We** treat personal information carefully and take steps to assure that it remains private. **We** allow only authorized employees to have access to personal information. **We** maintain physical, electronic and procedural security protections to safeguard the information in **Our** records.

In order to conveniently and effectively provide and service the insurance products **We** sell, **We** may collect and use personal information from consumers on their applications or other forms; from **Our** transactions with consumers, such as payment and claims history; and from third parties, such as credit reports and claims history.

Except as required or permitted by law, **We** do not share personal information outside **Our** company without obtaining the consumer's permission.

Keeping consumer information accurate and updated is important to **Us**. Consumers may see and request correction of personal information about them in **Our** files, or contact **Us** with questions about **Our** privacy policy by writing to:

Hudson Excess Insurance Company  
100 William Street, 5<sup>th</sup> Floor  
New York, NY 10038

#### S. SERVICE OF SUIT

The service of process in any claim or **Suit** on the policy against the Company may be made upon the highest one in authority bearing the title "Commissioner", "Director" or "Superintendent" of Insurance of the state or commonwealth wherein the policy is issued. The one in authority bearing the title "Commissioner", "Director" or "Superintendent" of Insurance of the state or commonwealth wherein the policy is issued is hereby authorized and directed to accept service of process on our behalf in any such claim or **Suit**.

#### T. THIRD PARTIES AND OTHER PARTIES

This policy shall not be deemed to give any right or remedy whatsoever to any third party, any other party, any other insured, any additional insured, or other entities. This policy will not make reimbursements to or on behalf of any other party, any other insured, any additional insured, or other entities. This policy will only reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** and will not reimburse any third party, any other party, and any other insured, any additional insured, or other entities. This policy will not be considered a third party liability policy.

#### SECTION V. DEFINITIONS

Whenever used in this policy:

- A. **Auto** means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment, but **Auto** does not include **Mobile Equipment**.
- B. **Bodily Injury** means **Bodily Injury**, sickness or disease sustained by a person, including disability, shock, mental anguish, mental injury or death resulting from any of these at any time, but only if resulting directly from physical injury, sickness, or disease sustained by the same person.
- C. **Collateral Security** shall mean cash (US legal tender) in immediately available funds, trust account or a clean, irrevocable and unconditional Letter of Credit posted by the **Policyholder** or a representative on behalf of the **Policyholder**.
- D. **Damages** means a monetary payment of a claim, award, judgement, appeal of any claim or settlement, including any claim expenses, legal and loss adjustment expenses **Paid** by the **Policyholder** as a result of a claim against the **Policyholder** due to **Bodily Injury** or **Property Damage**. **Damages** does not include:
  - 1. Taxes, fines, penalties, sanctions or awards of attorneys' fees or legal expenses, whether imposed by law or otherwise, including, but not limited to awards under Rule 11 of the Federal Rules of Civil Procedure or any similar state rule, or awards of attorneys' fees permitted by statute;
  - 2. Punitive or exemplary **Damages**; except where a wrongful death claim is punitive by statute;
  - 3. The return of or restitution of any fees, costs or expenses **Paid** by the **Policyholder**;
  - 4. Matters deemed uninsurable by law; or
  - 5. Any costs assessed as a result of a **Disciplinary Proceeding**.

**E. Disciplinary Proceeding** means any proceeding initiated by a regulatory or disciplinary official or agency to investigate charges made against the **Policyholder**.

**F. Employee** means a person who receives wages or salary from the **Policyholder**.

**Employee** also includes:

1. A leased worker, but does not include a temporary worker or an independent contractor;
2. Any authorized volunteer worker for the **Policyholder**, other than a healthcare provider, but only while acting within the scope of his or her duties as such and at the direction of the **Policyholder**;
3. Any student enrolled in a training program, but only while acting within the scope of his or her duties as such and at the direction of the **Policyholder**;
4. The **Policyholder's** superintendents, administrators, directors, medical directors, department heads and heads of the medical staff, but only in their capacity as such; and
5. The **Policyholder's** trustees and governors while in the course and scope of their employment or their duties as trustees and governors.

**G. Insured** means the **Policyholder** and its subsidiaries and affiliate organizations, which are owned, financially controlled or managed by the **Policyholder** on the effective date of the policy, but only for those **Damages Paid** by the **Policyholder** as a result of any **Bodily Injury or Property Damage** and claimed for reimbursement by the **Policyholder** listed on the Declarations.

**H. Mobile Equipment** means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises you own or rent;
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - a. Power cranes, shovels, loaders, diggers or drills; or
  - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
5. Vehicles not described in 1., 2., 3., or 4 above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - b. Cherry pickers and similar devices used to raise or lower workers;
6. Vehicles not described in 1., 2., 3., or 4 above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not **Mobile Equipment** but will be considered **Autos**:

- a. Equipment designed primarily for:
  - (1) Snow removal;
  - (2) Road maintenance, but not construction or resurfacing; or
  - (3) Street cleaning;
- b. Cherry pickers and similar devices mounted on Auto or truck chassis and used to raise or lower workers; and
- c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, **Mobile Equipment** does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered **Autos**.

**I. Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

**J. Paid** means payment of **Damages** by the **Policyholder** once the **Policyholder's** payment check is issued to the payee or electronic payment is acknowledged by the payee.

- K. Policyholder** means the person or organization identified as such on the Declarations.
- L. Policy Period** means the period from the inception date of this policy to the expiration date as set forth in the Declarations Page or any endorsement attached to this policy, or its earlier termination or cancellation date, if any. **Policy Period** will not include any optional Extended Reporting Period.
- M. Policy Territory** means:
1. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  2. International waters or airspace, but only if the **Bodily Injury** or **Property Damage** occurs in the course of travel or transportation between any places included in 1. above; or
  3. All other parts of the world if the **Bodily Injury** or **Property Damage** arises out of the activities of a person whose home is in the territory described in 1. above, but is away for a short time on **Your** business; provided the **Policyholder's** 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.
  4. Notwithstanding the foregoing or anything else to the contrary, reimbursement for **Damages** under this policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulation administered and enforced by the US Treasury Department's Office of Foreign Assets Control ("OFAC").
- N. Pollutants** means 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.
- O. Products/Completed Operations Hazard** means:
1. All **Bodily Injury** and **Property Damage** occurring away from premises you own or rent and arising out of **Your Work** except:
    - a. Products that are still in your physical possession; or
    - b. Work that has not yet been completed or abandoned. However, **Your Work** will be deemed completed at the earliest of the following times:
      - (1) When all of the work called for in your contract has been completed.
      - (2) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
      - (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
  2. Does not include **Bodily Injury** or **Property Damage** arising out of:
    - a. The transportation of property, unless the injury or **Damage** arises out of a condition in or on a vehicle not owned or operated by **You**, and that condition was created by the **Loading** or **Unloading** of that vehicle by the **Policyholder**;
    - b. The existence of tools, uninstalled equipment or abandoned or unused materials; or
    - c. Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that **Products/Completed Operations** are included.
- P. 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 **Occurrence** that caused it.
- Q. Retroactive Date** means the date specified in the Declarations, or in any endorsement attached to this policy, on or after which an act, error, or omission must have occurred in order for any claim arising from **Bodily Injury** or **Property Damage** to be covered under this policy.
- R. Suit** means a civil proceeding, arbitration proceeding or other alternative dispute resolution proceeding in which **Damages** because of **Bodily Injury** or **Property Damage** to which this insurance applies are alleged



**S. Terrorism** means activities against persons, organizations or property of any nature:

1. That involve the following or preparation for the following:
  - a. Use or threat of force or violence; or
  - b. Commission or threat of a dangerous act; or
  - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
2. When one or both of the following applies:
  - a. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
  - b. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

**T. Third Party Administrator** means an organization that processes claims for the **Policyholder** under a written contract between the **Policyholder** and the **Third Party Administrator**.

**U. Your Work** means:

1. Work or operations performed by **You** or on **Your** behalf; and
2. Materials, parts or equipment furnished in connection with such work or operations.

**Your Work** Includes:

1. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **Your Work**; and
2. The providing of or failure to provide warnings or instructions.

**IN WITNESS WHEREOF**, **We** have caused this policy to be executed and attested, but this policy will not be valid unless countersigned by a fully authorized representative of **Ours**.

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**THIS POLICY, INCLUDING ALL COVERAGE PARTS, APPLIES ONLY TO REQUEST(S) FOR REIMBURSEMENT MADE BY THE POLICYHOLDER FOR COVERED DAMAGES PAID BY THE POLICYHOLDER AND SUBMITTED WITH SUBSTANTIATION OF PAYMENT TO THE COMPANY DURING THE POLICY PERIOD. THIS POLICY ONLY REIMBURSES THE POLICYHOLDER AND WILL NOT REIMBURSE OR MAKE PAYMENTS TO OR ON BEHALF OF ANY OTHER PARTY, THIRD PARTY OR ANY OTHER ENTITY.**

Various provisions in this policy restrict coverage. Read the entire policy, including each Coverage Part, carefully to determine rights, duties and what is and is not covered.

In consideration of the payment of the premium and in reliance upon the statements, representations and warranties in the application and supplements, which are made a part of this policy, the Insurance Company shown in the Declarations (hereinafter called "**We, Us or Our**"), agrees with the **Policyholder** (hereinafter called "**You**" or "**Your**") shown in the Declarations subject to all of the terms, exclusions and conditions of this policy, as follows. Words and phrases that appear in **bold** have special meanings found in SECTION V.

## SECTION I. REIMBURSEMENT COVERAGE AGREEMENT

### A. COVERAGES

**We** will reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** as a result of any **Medical Incident** subject to all limitations outlined in this Coverage Part. **We** have no duty to defend **You** or any other person, any insured, any additional insured, other entities or any third parties against any claim, suit, or proceeding seeking those **Damages**. **Our** duty to reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** is further limited as provided below or in the EXCLUSIONS Section of the policy and by the other conditions of this policy including the limits expressed in the Declarations or any endorsements attached hereto. **We** will have no duty to reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** for any **Medical Incident** to which this policy does not apply.

1. The amount **We** will reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** is limited as described in the LIMITS section of the policy.
2. Subject to (1.) above, **Our** duty to reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** ends when the **Policyholder** has exhausted the applicable aggregate limit expressed in the Declarations or any endorsements attached hereto by reimbursement of **Damages** under this Coverage Part.
3. **We** will have no duty to reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** because of a **Medical Incident** arising out of an **Occurrence** before the **Retroactive Date**.

### B. CHANGES

This policy contains all of the agreements between the **Policyholder** and **Us** concerning the reimbursement coverage. This policy's terms can be amended or waived only by an endorsement issued by **Us** and made a part of this policy.

### C. PROVISIONS

In order for a reimbursement request to be honored for those **Damages Paid** by the **Policyholder**:

1. A request for reimbursement for those **Damages Paid** by the **Policyholder** because of a **Medical Incident** arising out of an **Occurrence** subsequent to the **Retroactive Date** stated in the Declarations must first be made by the **Policyholder** and received by **Us** in writing prior to the end of the **Policy Period**;
2. The **Policyholder** must have **Paid** such **Damages** during the **Policy Period**;
3. The **Policyholder** must present evidence to **Us** during the **Policy Period** that **Damages** were **Paid** by the **Policyholder** during the **Policy Period**; and
4. The **Policyholder** must have provided **Us** with **Collateral Security** equal to the Combined Aggregate Limit shown in the Declarations or the Combined Aggregate Limit shown on any endorsement attached to the policy;
5. A request for reimbursement must include:
  - a. Injured party;
  - b. Date of loss or injury;
  - c. Description of event;
  - d. Description of injury;
  - e. Loss location name and address; and
  - f. Itemized **Damages** with supporting documentation,

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- g. Evidence of payment; and
6. The **Occurrence** must occur in the **Policy Territory** and arise out of the **Policyholder's** operations.

All reimbursements by **Us**, shall erode the Combined Aggregate Limit (Total Aggregate Limit of Liability) shown in the Declarations or any endorsements attached to the policy. Once this policy expires or the Combined Aggregate Limit is exhausted, no further requests for reimbursement will be accepted and no further reimbursements will be honored under this policy.

#### **D. DEFENSE AND SETTLEMENT PROVISIONS**

**We** have no duty, obligation, or responsibility to investigate any claim, proceeding or suit against **You** or any other person, any insured, any additional insured, other entities or any third parties and **We** have no duty, obligation, or responsibility to defend **You**, or any other person, any insured, any additional insured, other entities or any third parties against any claim, suit or proceeding seeking any **Damages** as a result of a **Medical Incident** under this policy.

1.
  - a. Investigate, defend and settle any and all claims;
  - b. Conduct the defense and appeal in all actions, suits and proceedings commenced against the Policyholder; and
  - c. Provide and pay for adequate defense of any claim.
2. The **Policyholder** is permitted to delegate the **Policyholder's** obligation to investigate, settle and defend any claim to a **Third Party Administrator**.

If a **Third Party Administrator** is delegated a claim that is received by or brought against the **Policyholder**, the **Policyholder** must:

- a. Immediately create a written record of the specifics of the claim and the date received; and
- b. Provide the **Third Party Administrator** written notice of the claim as soon as practicable.

Notice to the **Third Party Administrator** will not be considered notice to **Us** and a claim reported to the **Third Party Administrator** will not be considered a request for reimbursement for **Damages** made under this policy.

Coverage under this policy will apply only to requests for reimbursement for **Damages Paid** by the **Policyholder** which are reported directly to **Us** in writing by the **Policyholder** in accordance with **C. PROVISIONS** and with the information listed above. The **Policyholder's** contract with the **Third Party Administrator** must require the **Third Party Administrator** to provide the **Policyholder** with the information necessary for the **Policyholder** to comply with these requirements, and to provide the **Policyholder** with any other claims information **We** request within 10 days of **Our** request.

The **Policyholder** shall be solely responsible for the payment of all **Third Party Administrator** fees relating to Claims Adjustment Services. In no event will **We** be responsible for any payment of Claims Adjustment Services or the **Third Party Administrator** fees.

3. If **We** are brought into the claim or named as a defendant in a claim, **We** have the right but not the obligation to associate ourselves in the defense of any claim, to appoint an attorney, to represent **Our** interests or to settle any claim at **Our** discretion at **Your** expense.

#### **SECTION II. EXCLUSIONS**

This policy does not apply and **We** will not reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** in connection with any claim against the **Policyholder** arising out of, relating to or resulting from:

##### **A. Antitrust**

Any liability arising out of the actual or alleged involvement in any violation of an antitrust law or agreement or conspiracy to restrain trade.

##### **B. Contractual Liability**

Any liability the **Policyholder** assumes under any contract or agreement. This exclusion does not apply to:

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1. Liability that the **Policyholder** assumes in a written contract with:
  - a. A Health Maintenance Organization;
  - b. A Preferred Provider Organization;
  - c. An Independent Practice Association; or
  - d. Any similar organization; or
2. A warranty of fitness or quality of any therapeutic agents or supplies the **Policyholder** has furnished or supplied in connection with treatment that has been performed.

**C. Criminal Acts**

Arising out of any dishonest, fraudulent, criminal, intentional or malicious acts resulting in a **Medical Incident** or deliberate misrepresentation committed by or at the direction of, or with the knowledge of the **Policyholder**;

**D. Department of Health and Human Services**

Any claim made by the U.S. Department of Health and Human Services (HHS) except for any claims or proceedings before any administrative body alleging in whole or in part violations of the Emergency Medical Treatment and Labor Act, any administrative or judicial hearings pertaining to Medicare or Medicaid fraud, or any other hearings initiated against the **Policyholder** by HHS or by any utilization or quality review organization under contract with HHS.

**E. Employer's Liability**

Any **Medical Incident** to:

1. An **Employee** of the **Policyholder** arising out of and in the course of:
  - a. Employment by the **Policyholder**; or
  - b. Performing duties related to the conduct of the **Policyholder's** business; or
2. The spouse, child, parent, brother or sister of that **Employee** as a consequence of Paragraph 1. above.

This exclusion applies:

1. Whether the **Policyholder** may be liable as an employer or in any other capacity; and
2. To any obligations to share **Damages** with or repay someone else who must pay **Damages** because of the injury.

**F. Fee Disputes**

Any liability arising out of disputes about the **Policyholder's** fees, including collecting fees from any third party.

**G. Hospitals and Laboratories**

Any liability arising out of the **Policyholder's** ownership or operation of a hospital or laboratory.

**H. Improper Licensure**

Any liability arising out of the **Policyholder's** failure to have a license as required by law, or any liability arising out of any **Medical Incident**:

1. That occurs while the **Policyholder's** license or the applicable license of any person providing or failing to provide **Professional Services** has been suspended, revoked or surrendered; or
2. That constitutes a violation of any restriction imposed upon such license.

**I. Intentional Harm**

Any **Damage(s)** or harm that is reasonably expected or intended from the standpoint of the **Policyholder**.

**J. Policyholder vs. Policyholder**

Any claims made by the **Policyholder** against another **Policyholder**.

**K. Nuclear and Radioactive**

Any liability arising out of nuclear fission, nuclear fusion or radioactive contamination.

**L. Other Coverage Parts**

Any claims brought under any other Coverage Part of this policy other than this Healthcare Professional Liability Coverage Part.

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**M. Physicians**

Any physician, including any resident, intern, extern or fellow. However, this exclusion does not apply to any physician, including any resident, intern, extern or fellow who is or was an **Employee** of the **Policyholder** with respect to the following:

1. Charitable activities approved by the **Policyholder**;
2. Participation in employer-sponsored continuing medical education courses; or
3. While acting within the scope of their administrative duties for the **Policyholder**.

**N. Pollution**

Any liability arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants** at any time.

**O. Pollution Cleanup Costs**

Any loss, cost or expense arising out of any:

1. Direction, request, demand, order or statutory or regulatory requirement that the **Policyholder** 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
2. 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 effects of **Pollutants**.

**P. Prior Acts**

Any **Medical Incident** committed, or alleged to have been committed prior to the **Retroactive Date** including any **Medical Incident** that is logically or causally connected by reason of any common fact, circumstance, situation, transaction, casualty, event, or decision;

**Q. Sexual Abuse**

Any liability arising out of sexual physical contact or actual or threatened sexual abuse, molestation, or harassment, including sexual verbal harassment, by the **Policyholder**.

**R. War**

Any **Medical Incident** arising, directly or indirectly, out of:

1. War, including undeclared or civil war; or
2. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
3. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or
4. **Terrorism**, including any action taken in hindering or defending against an actual or expected incident of **Terrorism** regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

In the event of any incident of **Terrorism** that is not subject to the **Terrorism** Exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this Coverage Part.

Multiple incidents of **Terrorism** which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership will be considered to be one incident.

**S. Workers' Compensation And Similar Laws**

Any obligation of the **Policyholder** under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

**SECTION III. LIMITS**

The Limits shown in the Declarations or any endorsements attached to the policy and the rules below are the most **We** will reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** regardless of the number of:

1. **Policyholders**; or
2. Reimbursement requests made by the **Policyholder(s)**;

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The Limits will apply to the entire **Policy Period**, regardless of its length.

**A. Combined Aggregate Limit**

The Combined Aggregate Limit is the most **We** will reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** for the sum of:

1. All **Damages** under this Professional Liability Coverage Part; and
2. All **Damages** under all Coverage Parts of this policy, including **Damages** because of all liability included in the General Liability Coverage Part, if applicable.

All reimbursements by **Us**, shall erode the Combined Aggregate Limit shown in the Declarations or any endorsements attached to the policy. Upon exhaustion of the Combined Aggregate Limit, we will have no obligation to make any further reimbursements to the **Policyholder** for any **Damages Paid** by the **Policyholder**.

**B. Each Medical Incident Limit**

Subject to the Professional Liability Aggregate Limit, the most **We** will reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** in connection with each **Medical Incident** is the Professional Liability Each **Medical Incident** Limit stated in the Declarations or any endorsements attached to the policy. All **Medical Incidents** arising from continuous, related or repeated **Medical Incidents** will be considered one **Medical Incident**.

**C. Professional Liability Aggregate Limit**

Subject to the Combined Aggregate Limit, the most **We** will reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** in connection with all **Medical Incidents** is the Professional Liability Aggregate Limit stated in the Declarations or any endorsements attached hereto. Upon exhaustion of the Professional Liability Aggregate Limit, **We** will have no obligation to make any further reimbursements to the **Policyholder** for any **Damages Paid** by the **Policyholder** resulting from any **Medical Incident**.

**SECTION IV. CONDITIONS**

**A. 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 claim against the **Policyholder** seeking **Damages**, or
2. To sue **Us** on this policy.
3. Nor shall **We** be impleaded by the **Policyholder** or his, her or its legal representative.

**B. APPLICATION**

By acceptance of this policy, the **Policyholder** reaffirms as of the first day of the **Policy Period** that (a) the statements on the application are the **Policyholder's** agreements and representations, (b) this policy is issued in reliance upon the truth and accuracy of such representations, and (c) this policy encompasses all agreements existing between the **Policyholder** and **Us** or any of its agents relating to this insurance.

**C. ASSIGNMENT**

Assignment of interest under this policy will not bind **Us** unless **We** consent in writing.

**D. BANKRUPTCY**

In the event of insolvency, bankruptcy, or other financial impairment of the **Policyholder**, **We** shall reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** only to the same extent **We** would have been had such insolvency, bankruptcy or financial impairment not occurred.

**E. CANCELLATION**

Premium for this policy is fully earned at inception. Once the premium has been **Paid** and all conditions of binding have been met, no return premium of any kind will be available and this policy may not be cancelled by the **Policyholder** or **Us**, unless both parties agree to such cancellation in writing.

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**F. CERTIFICATES OF INSURANCE**

**We** will not review, accept or retain copies of any certificates of insurance or additional **Policyholder** endorsements prepared by anyone. Moreover, **We** will not be responsible for any liability resulting from the issuance of any unauthorized endorsement or the issuance of an endorsement which has been authorized by **Us** but where the authorized wording is amended or revised in any way, without the prior written approval by **Us**.

**We** will not be responsible for any liability resulting from the issuance of any certificates of insurance. In no event does anyone have the authority to issue certificates of insurance which include any addition and/or modification of the policy terms and conditions, additional named insureds, waivers of subrogation or any special additional coverages unless expressly approved in writing by the Company.

All certificates of insurance must be issued in the name of the Surplus lines broker or other representative of the **Policyholder** and not in the name of HEIC. Any certificates of insurance issued by or on behalf of the **Policyholder** must be based on the most recent version of the ACORD form certificate of insurance and shall include all of the disclaimers of such form. All certificates of insurance shall accurately reflect all the material terms of this Policy. (including without limitation the Limits and the Coverage Period).

The certificates of insurance issued by **You** shall contain the wording exactly as set below without modification.

“The policy is a reimbursement only policy. “Coverage is afforded on a Reimbursement basis for **Damages Paid** and reported to Hudson Excess Insurance Company by the **Policyholder** in accordance with the policy provisions. All reimbursements made to the **Policyholder** including claim expenses and legal and loss adjustment expenses are inside the Combined Aggregate Limit of the policy. The policy will only reimburse the **Policyholder** and will not make payments to any third party, any other party, any other insured, any additional insured, or other entities. The **Policyholder** and its subsidiaries and affiliate organizations shall all share in the Combined Aggregate Limit provided to the **Policyholder**. Any reimbursements to the **Policyholder** are included within and shall reduce the Combined Aggregate Limit of the policy.”

Copies of all certificates of insurance and any endorsement sent with those certificates must be retained by the issuer for the time period required by state law or regulation in the state in which the certificates of insurance is issued, but in no event less than five years from the date indicated on the certificate.

Unless this policy is physically endorsed by **Us**, the issuance of a certificates of insurance does not amend, extend, or alter the coverage provided by this policy or change the person(s) or entities to whom such coverage is afforded under this policy. **We** will not be responsible for any liability resulting from the issuance of any unauthorized endorsement or the issuance of an endorsement which has been authorized by **Us** but where the authorized wording is amended or revised in any way, without **Our** prior written approval. No one without the express written authority from **Us** has the authority to issue certificates of insurance or endorsements of any kind including without limitation additional **Policyholder** endorsements, which include any addition and/or modification of this policy's terms and conditions, or purport to add any additional **Policyholder(s)** and/or change any term, condition, or provision of this policy unless such policy changes or modifications are first approved by the Company and a policy endorsement is issued by the Company.

**G. CHANGES IN EXPOSURE**

If after the inception date of this policy there is a material change among the **Policyholder's** partners, stockholders, or members or in the nature of the **Policyholder's** business, then the **Policyholder** will report such a change in writing to **Us** within 30 days of the change, and **We** will be given the right to revise the terms, conditions or exclusions of the policy and/or charge an additional premium.

**H. CHOICE OF LAW**

This policy and all additions to, endorsements to, or modifications of the policy will be interpreted under the laws of the State of New York.

**I. CONFORMANCE TO STATUTE**

Any terms of this policy which are in conflict with terms of any applicable laws construing this policy are hereby amended to conform to such laws.

**J. CONSENT TO JURISDICTION**

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By accepting this policy the **Policyholder** submits themselves to the jurisdiction of the Superior Court of New York County, New York and agrees that such court will have jurisdiction and venue for the purposes of determining all rights and obligations under this agreement. The **Policyholder** expressly consents to the jurisdiction and venue of the Superior Court of New York County, New York for any **Suit** brought to interpret or enforce the provisions of this policy. By contending that there is or may be coverage under this policy, the **Policyholder** agrees to accept service of process by any legally recognized method available under New York law.

**K. CONSTRUCTION**

It is understood and agreed that this policy is a manuscript policy that has been negotiated at arm's length and on equal footing as between the **Policyholder** and **Us**, that both parties are sophisticated and that both parties fully understand and agree to all the terms and conditions contained in this policy. Accordingly, in any dispute concerning the meaning of this policy, or any term or condition hereof, such dispute shall be resolved without any presumption or rule of construction in favor of either party or any related or similar doctrine.

**L. EXAMINATION OF THE INSURED'S BOOKS AND RECORDS**

**We** may examine and audit the **Policyholder's** books and records as they relate to this policy at any time during the **Policy Period** and up to three years afterward.

**M. INDEMNIFICATION**

The **Policyholder** agrees:

1. **We** are not responsible for reimbursing the **Policyholder** for those **Damages Paid** by the **Policyholder** as a result of a **Medical Incident** for any amounts beyond the Combined Aggregate Limit of this policy;
2. It is not anticipated that **We** will be legally required to reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** beyond the Combined Aggregate Limit of this policy, and;
3. **We** will have no legal or contractual obligation to reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** beyond the Combined Aggregate Limit of this policy. If **We** are legally required to reimburse the **Policyholder** for those **Damages Paid** the **Policyholder** beyond the Combined Aggregate Limit of this policy, **You** agree to fully indemnify **Us** and hold **Us** harmless with respect to such amounts, unless the event is solely a result of **Our** actions.

**N. INSPECTIONS AND SURVEYS**

1. **We** have the right to:
  - a. Make inspections and surveys at any time;
  - b. Give the **Policyholder** reports on the conditions **We** find; and
  - c. Recommend changes.
2. **We** are not obligated to make any inspections, surveys, reports or recommendations and any such actions **We** do undertake relate only to insurability and the premiums to be charged. **We** do not make safety inspections. **We** do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And **We** do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1 and 2 of this condition apply not only to **Us**, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

**O. LIABILITY OF THE COMPANY**

**Our** maximum liability and duty to reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** hereunder shall be limited to and will be satisfied solely and only from the amount of **Collateral Security** posted by the **Policyholder** or a representative on behalf of the **Policyholder** against said policy, less any expenses and/or prior reimbursements. **We** shall not reimburse the **Policyholder** from any of **Our** funds or assets.

**P. NO PROFESSIONAL ADVICE**

The **Policyholder** acknowledges and agrees that **We** have not provided any tax, accounting, or legal advice in connection with this policy, including the appropriate tax or accounting treatment of this policy. The **Policyholder** has been advised by **Us** to consult with its own legal, tax and accounting advisors concerning this policy and the appropriate treatment of it for tax and accounting purposes.

**Q. PREMIUMS**



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The **Policyholder** shown in the Declarations is responsible for the payment of all premiums which will be fully earned when received by **Us**. The policy premium is payable in full and is a condition precedent to any coverage and any reimbursements being honored under this policy. If the **Policyholder** fails to pay the policy premium in full, then the policy shall not incept and no reimbursements shall be honored under this policy for any period of time.

**R. PRIVACY NOTICE**

Privacy is important to **Us**. **We** understand that consumers really care about their privacy and want it to be protected. **We** are committed to safeguarding nonpublic personal information **We** collect about **Our** consumers.

**We** treat personal information carefully and take steps to assure that it remains private. **We** allow only authorized employees to have access to personal information. **We** maintain physical, electronic and procedural security protections to safeguard the information in **Our** records.

In order to conveniently and effectively provide and service the insurance products **We** sell, **We** may collect and use personal information from consumers on their applications or other forms; from **Our** transactions with consumers, such as payment and claims history; and from third parties, such as credit reports and claims history.

Except as required or permitted by law, **We** do not share personal information outside **Our** company without obtaining the consumer's permission.

Keeping consumer information accurate and updated is important to **Us**. Consumers may see and request correction of personal information about them in **Our** files, or contact **Us** with questions about **Our** privacy policy by writing to:

Hudson Excess Insurance Company  
 100 William Street, 5<sup>th</sup> Floor  
 New York, NY 10038

**S. SERVICE OF SUIT**

The service of process in any claim or **Suit** on the policy against the Company may be made upon the highest one in authority bearing the title "Commissioner", "Director" or "Superintendent" of Insurance of the state or commonwealth wherein the policy is issued. The one in authority bearing the title "Commissioner", "Director" or "Superintendent" of Insurance of the state or commonwealth wherein the policy is issued is hereby authorized and directed to accept service of process on our behalf in any such claim or **Suit**.

**T. THIRD PARTIES AND OTHER PARTIES**

This policy shall not be deemed to give right or remedy whatsoever to any third party, any other party, any other insured, any additional insured, or other entities. This policy will not make reimbursements to or on behalf of any other party, any other insured, any additional insured, or other entities. This policy will only reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** and will not reimburse any third party, any other party, any other insured, any additional insured, or other entities. This policy will not be considered a third party liability policy.

**SECTION V. DEFINITIONS**

Whenever used in this policy:

- A. Collateral Security** shall mean cash (US legal tender) in immediately available funds, trust account or a clean, irrevocable and unconditional Letter of Credit posted by the **Policyholder** or a representative on behalf of the **Policyholder**.
- B. Damages** means a monetary payment of a claim, award, judgement, appeal of any claim or settlement including, legal and loss adjustment expenses **Paid** by the **Policyholder** as a result of a claim against the **Policyholder** due to a **Medical Incident**. **Damages** does not include:
1. Taxes, fines, penalties, sanctions or awards of attorneys' fees or legal expenses, whether imposed by law or otherwise, including, but not limited to awards under Rule 11 of the Federal Rules of Civil Procedure or any similar state rule, or awards of attorneys' fees permitted by statute;
  2. Punitive or exemplary **Damages**; except where a wrongful death claim is punitive by statute;
  3. The return of or restitution of any fees, costs or expenses **Paid** by the **Policyholder**;

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4. Matters deemed uninsurable by law; or
  5. Any costs assessed as a result of a **Disciplinary Proceeding**.
- C. Disciplinary Proceeding** means any proceeding initiated by a regulatory or disciplinary official or agency to investigate charges made against the **Policyholder**.
- D. Employee** means a person who receives wages or salary from the **Policyholder**.  
**Employee** also includes:
1. A leased worker, but does not include a temporary worker or an independent contractor;
  2. Any authorized volunteer worker for the **Policyholder**, other than a healthcare provider, but only while acting within the scope of his or her duties as such and at the direction of the **Policyholder**;
  3. Any student enrolled in a training program, but only while acting within the scope of his or her duties as such and at the direction of the **Policyholder**;
  4. The **Policyholder's** superintendents, administrators, directors, medical directors, department heads and heads of the medical staff, but only in their capacity as such; and
  5. The **Policyholder's** trustees and governors while in the course and scope of their employment or their duties as trustees and governors.
- E. Insured** means the **Policyholder** and its subsidiaries and affiliate organizations, which are owned, financially controlled or managed by the **Policyholder** on the effective date of the policy, but only for those **Damages Paid** by the **Policyholder** as a result of any **Bodily Injury or Property Damage** and claimed for reimbursement by the **Policyholder** listed on the Declarations.
- F. Medical Incident** means any act, error or omission in the providing of or failure to provide **Professional Services**. **Medical incident** includes mental anguish or emotional distress, but only if resulting directly from physical injury, sickness, or disease sustained by the same person.
- G. Policyholder** means the person or organization identified as such on the Declarations Page.
- H. Paid** means payment of a claim will be deemed to occur on the date when the **Policyholder's** payment check is issued to the payee or wire transfer is acknowledged by the payee.
- I. Policy Period** means the period from the inception date of this policy to the expiration date as set forth in the Declarations Page or any endorsement attached to this policy, or its earlier termination or cancellation date, if any. **Policy Period** will not include any optional Extended Reporting Period.
- J. Policy Territory** means:
1. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  2. International waters or airspace, but only if the **Medical Incident** occurs in the course of travel or transportation between any places included in 1. above; or
  3. All other parts of the world if the **Medical Incident** arises out of the activities of a person whose home is in the territory described in 1. above, but is away for a short time on **Your** business; provided the **Policyholder's** 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.
- K. Pollutants** means 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.
- L. Professional Services** means services rendered by the **Policyholder** or **Employees** on behalf of the **Policyholder** for others, including:
1. Medical, nursing or other health care services, including but not limited to the furnishing of food or beverages in connection with such services; the furnishing or dispensing of drugs or medicine, or the handling or treatment of dead bodies.
  2. Service by any person as a member of a formal accreditation, standards review or similar professional board or committee of the **Policyholder**; or
  3. Supervising, teaching or proctoring of others at **Your** request.

HEALTHCARE PROFESSIONAL LIABILITY COVERAGE PART  
HFF 00 001 07 20

- M. Retroactive Date** means the date specified in the Declarations, or in any endorsement attached to this policy, on or after which an act, error, or omission must have occurred in order for any claim arising from a **Medical Incident** to be covered under this policy.
- N. Suit** means a civil proceeding, arbitration proceeding or other alternative dispute resolution proceeding in which **Damages** because of a **Medical Incident** to which this insurance applies are alleged.
- O. Terrorism** means activities against persons, organizations or property of any nature:
1. That involve the following or preparation for the following:
    - a. Use or threat of force or violence; or
    - b. Commission or threat of a dangerous act; or
    - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
  2. When one or both of the following applies:
    - a. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
    - b. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
- P. Third Party Administrator** means an organization that processes claims for the **Policyholder** under a written contract between the **Policyholder** and the **Third Party Administrator**.

**IN WITNESS WHEREOF**, **We** have caused this policy to be executed and attested, but this policy will not be valid unless countersigned by a fully authorized representative of **Ours**.

MEDICAL PAYMENTS COVERAGE PART  
HFF 00 003 05 20

**THIS POLICY, INCLUDING ALL COVERAGE PARTS, APPLIES ONLY TO REQUEST(S) FOR REIMBURSEMENT MADE BY THE POLICYHOLDER FOR COVERED DAMAGES PAID BY THE POLICYHOLDER AND SUBMITTED WITH SUBSTANTIATION OF PAYMENT TO THE COMPANY DURING THE POLICY PERIOD. THIS POLICY ONLY REIMBURSES THE POLICYHOLDER AND WILL NOT REIMBURSE OR MAKE PAYMENTS TO OR ON BEHALF OF ANY OTHER PARTY, THIRD PARTY OR ANY OTHER ENTITY.**

Various provisions in this policy restrict coverage. Read the entire policy, including each Coverage Part, carefully to determine rights, duties and what is and is not covered.

In consideration of the payment of the premium and in reliance upon the statements, representations and warranties in the application and supplements, which are made a part of this policy, the Insurance Company shown in the Declarations (hereinafter called "**We, Us or Our**"), agrees with the **Policyholder** (hereinafter called "**You**" or "**Your**") shown in the Declarations subject to all of the terms, exclusions and conditions of this policy, as follows. Words and phrases that appear in **bold** have special meanings found in SECTION V. of the Healthcare General Liability Coverage Part.

Expenses reimbursed by **Us** pursuant to this Coverage Part will reduce the General Liability Aggregate Limit specified in the Declarations.

## **SECTION I. REIMBURSEMENT COVERAGE AGREEMENT**

### **A. COVERAGES**

1. **We** will reimburse Medical Expenses as described below for **Bodily Injury** caused by an accident:
  - a. On premises **You** own or rent;
  - b. On ways next to premises **You** own or rent; or
  - c. Because of **Your** operations;
2. **We** will make these reimbursements regardless of fault. These reimbursements will not exceed the applicable limit of insurance. **We** will reimburse reasonable expenses for:
  - a. First aid administered at the time of an accident;
  - b. Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
  - c. Necessary ambulance, hospital, professional nursing and funeral services.

### **B. CHANGES**

This policy contains all of the agreements between the **Policyholder** and **Us** concerning the reimbursement coverage. This policy's terms can be amended or waived only by an endorsement issued by **Us** and made a part of this policy.

### **C. PROVISIONS**

In order for this coverage to apply:

1. A request for reimbursement for expenses because of an accident subsequent to the **Retroactive Date** stated in the Declarations must first be made by the **Policyholder** to **Us** in writing prior to the end of the **Policy Period**; and,
2. The **Policyholder** must present evidence to the Company during the **Policy Period** that expenses were **Paid**; and
3. The request for Reimbursement must include:
  - a. Injured party;
  - b. Date of loss or injury;
  - c. Description of event;
  - d. Description of injury;
  - e. Loss location name and address; and
  - f. Itemized expenses with supporting documentation
  - g. Evidence of payment
4. The accident must take place in the **Policy Territory** and arise out of an accident.

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**MEDICAL PAYMENTS COVERAGE PART**  
**HFF 00 003 05 20**

All reimbursements by **Us**, shall erode the Combined Aggregate Limit (Total Aggregate Limit of Liability) shown in the Declarations or any endorsements attached to the policy. Once this policy expires or the Combined Aggregate Limit is exhausted, no further requests for reimbursement will be accepted and no further reimbursements will be honored under this policy.

**SECTION II. EXCLUSIONS**

This policy does not apply and **We** will not reimburse the **Policyholder** for expenses arising out of, or relating to or resulting from **Bodily Injury** resulting from:

**A. Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

**B. Hired Person**

To a person hired to do work for or on behalf of the **Policyholder** or a tenant of the **Policyholder**.

**C. Injury On Normally Occupied Premises**

To a person injured on that part of premises **You** own or rent that the person normally occupies.

**D. Other Coverage Part Exclusions**

Excluded under any coverage parts provided by this policy.

**E. Products/Completed Operations Hazard**

Included within the **Products/Completed Operations Hazard**, if afforded by this policy.

**F. The Policyholder**

To any **Policyholder**, except Volunteer Workers.

**G. Workers' Compensation And Similar Laws**

To a person, whether or not an **Employee** of the **Policyholder**, if benefits for the **Bodily Injury** are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

**IN WITNESS WHEREOF**, **We** have caused this policy to be executed and attested, but this policy will not be valid unless countersigned by a fully authorized representative of **Ours**.

## EMPLOYEE BENEFITS LIABILITY INSURANCE COVERAGE ENDORSEMENT

**THIS ENDORSEMENT, INCLUDING ALL COVERAGE PARTS, APPLIES ONLY TO REQUEST(S) FOR REIMBURSEMENT MADE BY THE POLICYHOLDER FOR COVERED DAMAGES PAID BY THE POLICYHOLDER AND SUBMITTED WITH SUBSTANTIATION OF PAYMENT TO THE COMPANY DURING THE POLICY PERIOD. THIS POLICY ONLY REIMBURSES THE POLICYHOLDER AND WILL NOT REIMBURSE OR MAKE PAYMENTS TO OR ON BEHALF OF ANY OTHER PARTY, THIRD PARTY OR ANY OTHER ENTITY.**

This Endorsement modifies insurance provided under the policy.

<b>Retroactive Date</b>	Various Per Location
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The limits are included within and shall reduce the Each **Occurrence** limit and General Liability Aggregate limit referred to in the LIMITS OF INSURANCE section of the Policy Declarations.

### SECTION I. REIMBURSEMENT COVERAGE AGREEMENT

#### A. COVERAGES

**We** will reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** as a result of any **Wrongful Act** of the **Policyholder**, or any other person for whose acts the **Policyholder** is legally liable, committed on or after the **Retroactive Date** stated in this endorsement, in the **Administration** of the **Policyholder's Employee Benefits Programs** as defined in the DEFINITIONS Section of this endorsement subject to all limitations of liability outlined in this endorsement. **We** have no duty to defend **You** or any other person, any insured, any additional insured, other entities or any third parties against any claim, proceeding, or suit seeking those **Damages**. **Our** duty to reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** is further limited as provided below or in the EXCLUSIONS Section of the policy and by the other conditions of this policy including the limits expressed in the Declarations or any endorsements attached hereto. **We** will have no duty to reimburse the **Policyholder** for payments of any kind arising out of any claim seeking **Damages** for any **Wrongful Act** to which this insurance does not apply.

1. The amount **We** will reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** is limited as described in the LIMITS Section of the policy.
2. Subject to (1.) above, **Our** duty to reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** ends when the **Policyholder** has exhausted the applicable aggregate limit expressed in the Declarations or any endorsements attached hereto by reimbursement of **Damages** under this Coverage Part.
3. **We** will have no duty to reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** because of any **Bodily Injury** or **Property Damage** arising out of an **Occurrence** before the **Retroactive Date**.

#### B. PROVISIONS

In order for this coverage to apply:

1. A request for reimbursement for **Damages** because of a **Wrongful Act** subsequent to the **Retroactive Date** stated in the Declarations and/or this endorsement must first be made by the **Policyholder** to **Us** in writing prior to the end of the **Policy Period**; and
2. The **Policyholder** must have **Paid** such **Damages** during the **Policy Period**;
3. The **Policyholder** must present evidence to **Us** during the **Policy Period** that **Damages** were **Paid** by the **Policyholder** during the **Policy Period**;
4. The **Policyholder** must have provided **Us** with **Collateral Security** equal to the Combined Aggregate Limit shown in the Declarations or the Combined Aggregate Limit shown on any endorsement attached to the policy;
5. A request for reimbursement must include:
  - a. Injured party;
  - b. Date of loss or injury;
  - c. Description of event;
  - d. Description of injury;
  - e. Loss location name and address; and
  - f. Itemized **Damages** with supporting documentation

- g. Evidence of payment; and
- 6. The **Occurrence** must occur in the **Policy Territory** and arise out of the **Policyholder's** operations.

All reimbursements by **Us** shall erode the Combined Aggregate Limit (Total Aggregate Limit of Liability) shown in the Declarations or any endorsements attached to the policy. Once this policy expires or the Combined Aggregate Limit is exhausted, no further requests for reimbursement will be accepted and no further reimbursements will be honored under this policy.

### **C. DEFENSE AND SETTLEMENT PROVISIONS**

**We** have no duty, obligation, or responsibility to investigate any claim, proceeding or suit against **You** or any other person, any insured, any additional insured, other entities or any third parties and **We** have no duty, obligation, or responsibility to defend **You**, or any other person, any insured, any additional insured, other entities or any third parties against any claim, suit or proceeding seeking any **Damages** as a result of any **Bodily Injury** or **Property Damage** under this policy.

- 1. The **Policyholder** has the sole responsibility to and must:
  - a. Investigate, defend and settle any and all claims;
  - b. Conduct the defense and appeal in all actions, suits and proceedings commenced against the **Policyholder**; and
  - c. Provide and pay for adequate defense of any claim.
- 2. The **Policyholder** is permitted to delegate the obligation to investigate, settle and defend any claim to a **Third Party Administrator**.

If a **Third Party Administrator** is delegated a claim that is received by or brought against the **Policyholder**, the **Policyholder** must:

- a. Immediately create a written record of the specifics of the claim and the date received; and
- b. Provide the **Third Party Administrator** written notice of the claim as soon as practicable.

Notice to the **Third Party Administrator** will not be considered notice to **Us** and a claim reported to the **Third Party Administrator** will not be considered a request for reimbursement for **Damages** made under this policy.

Coverage under this policy will apply only to requests for reimbursement for **Damages Paid** by the **Policyholder** which are reported directly to **Us** in writing by the **Policyholder** in accordance with **C. PROVISIONS** and with the information listed above. The **Policyholder's** contract with the **Third Party Administrator** must require the **Third Party Administrator** to provide the **Policyholder** with the information necessary for the **Policyholder** to comply with these requirements, and to provide the **Policyholder** with any other claims information **We** request within 10 days of **Our** request.

The **Policyholder** shall be solely responsible for the payment of all **Third Party Administrator** fees relating to Claims Adjustment Services. In no event will **We** be responsible for any payment of Claims Adjustment Services or **Third Party Administrator** fees.

- 3. If **We** are brought into the claim or named as a defendant in a claim, **We** have the right but not the obligation to associate ourselves in the defense of any claim, to appoint an attorney, to represent **Our** interests or to settle any claim at **Our** discretion at **Your** expense.

### **SECTION II. EXCLUSIONS**

This insurance does not apply and **We** will not reimburse the **Policyholder** for **Damages** in connection with any claim against the **Policyholder** arising out of, relating to or resulting from:

#### **A. Available Benefits**

The **Policyholder's** discretionary or negligent judgment to exclude, add or subtract any benefits under any **Employee Benefit Program**.

**B. Bodily Injury, Property Damage**

**C. Dishonest, Fraudulent, Criminal Or Malicious Act**

Any dishonest, fraudulent, criminal, civil or malicious act including the willful or reckless violation of any statute.

**D. Employment-Related Practices**

**Damages** arising out of wrongful termination of employment, discrimination, or other employment-related practices.

**E. Failure To Perform A Contract**

Failure of performance of a contract by any insurer.

**F. Failure To Procure Financial Security**

The **Policyholder's** failure to procure or maintain adequate bonds or insurance on assets of any **Employee Benefit Program**.

**G. Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation**

Any claim based upon:

1. Failure of any investment to perform;
2. Errors in providing information on past performance of investment vehicles; or
3. Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the **Employee Benefit Program**.

**H. Insufficiency Of Funds**

**Damages** arising out of an insufficiency of funds to meet any obligations under any plan included in the **Employee Benefit Program**.

**I. Investment Performance**

Failure of stock shares of investments (i.e., bonds, money market funds) to perform as represented by the **Policyholder**; or advice given by the **Policyholder** to an **Employee** to participate or not to participate in stock subscription or investment plans (i.e., 401(k)).

**J. Personal Injury**

Libel, slander, discrimination, humiliation, or sexual harassment.

**K. Medical Care**

The **Policyholder's** direction of or failure to direct medical care to any person.

**L. Monetary Damages**

**Damages** other than monetary damages.

**M. Premium Contribution**

Any failure to collect any contribution or premium due under any **Employee Benefit Program**.

**N. Taxes, Fines Or Penalties**

Fines, civil penalties, punitive damages or taxes.

**O. Third Party**

Claims made by a third party other than a beneficiary or legal representative.

**P. Workers' Compensation And Similar Laws**

Any liability under the Employee Retirement Income Security Act (E.R.I.S.A.) of 1974 or changes to it, or any similar state law. The **Policyholder's** failure to comply with any law concerning workers' compensation, unemployment insurance, social security, disability or any other benefits or any similar law, including but not limited to the Employee Retirement Income Security Act of 1974 (ERISA), Patient Access to Responsible Care Act (PARCA), the Family Medical Leave Act (FMLA), the Omnibus Budget Reconciliation Act (COBRA), the Health Insurance Portability and Accountability Act of 1996, the Newborn's and Mother's Health Protection Act of 1996, or the Mental Health Parity Act of 1996, and any subsequent amendments; Failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits or any similar law.



### SECTION III. LIMITS OF INSURANCE

#### A. Limits

The Limits shown in the Declarations or any endorsements attached to the policy and the rules below are the most **We** will reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** regardless of the number of:

1. **Policyholders**; or
2. Reimbursement requests made by the **Policyholders**; or
3. Persons or organizations making reimbursement requests at the request of the **Policyholder**; or
4. Plans included in **Your Employee Benefit Program**.

#### B. Employee Benefits Aggregate Limit

Subject to the Combined Aggregate Limit, the most **We** will reimburse the **Policyholder** for all **Damages Paid** by the **Policyholder** as a result of any **Wrongful Act** of the **Policyholder**, or any other person for whose acts the **Policyholder** is legally liable is the **Employee Benefits** Aggregate Limit stated in the Declarations or any endorsements attached thereto. All reimbursements by **Us**, shall erode the Combined Aggregate Limit shown in the Declarations or any endorsements attached to the policy. Upon exhaustion of the **Employee Benefits** Aggregate Limit, **We** will have no obligation to make any further reimbursements to the **Policyholder** for any **Damages Paid** by the **Policyholder** resulting from any **Wrongful Act** of the **Policyholder**, or any other person for whose acts the **Policyholder** is legally liable.

### SECTION IV. CONDITIONS

#### A. 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 claim against the **Policyholder** seeking **Damages**, or
2. To sue **Us** on this policy.
3. Nor shall **We** be impleaded by the **Policyholder** or his, her or its legal representative.

#### B. APPLICATION

By acceptance of this policy, the **Policyholder** reaffirms as of the first day of the **Policy Period** that (a) the statements on the application are the **Policyholder's** agreements and representations, (b) this policy is issued in reliance upon the truth and accuracy of such representations, and (c) this policy encompasses all agreements existing between the **Policyholder** and **Us** or any of its agents relating to this policy.

#### C. ASSIGNMENT

Assignment of interest under this policy will not bind **Us** unless **We** consent in writing.

#### D. BANKRUPTCY

In the event of insolvency, bankruptcy, or other financial impairment of the **Policyholder**, **We** shall reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** only to the same extent **We** would have been had such insolvency, bankruptcy or financial impairment not occurred.

#### E. CANCELLATION

Premium for this policy is fully earned at inception. Once the premium has been **Paid** and all conditions of binding have been met, no return premium of any kind will be available and this policy may not be cancelled by the **Policyholder** or **Us**, unless both parties agree to such cancellation in writing.

#### F. CERTIFICATES OF INSURANCE

**We** will not review, accept or retain copies of any certificates of insurance or additional **Policyholder** endorsements prepared by anyone. Moreover, **We** will not be responsible for any liability resulting from the issuance of any unauthorized endorsement or the issuance of an endorsement which has been authorized by **Us** but where the authorized wording is amended or revised in any way, without the prior written approval by **Us**.

**We** will not be responsible for any liability resulting from the issuance of any certificates of insurance. In no event does anyone have the authority to issue certificates of insurance which include any addition and/or modification of the

policy terms and conditions, additional named insureds, waivers of subrogation or any special additional coverages unless expressly approved in writing by the Company.

All certificates of insurance must be issued in the name of the Surplus lines broker or other representative of the **Policyholder** and not in the name of HEIC. Any certificates of insurance issued by or on behalf of the **Policyholder** must be based on the most recent version of the ACORD form certificate of insurance and shall include all of the disclaimers of such form. All certificates of insurance shall accurately reflect all the material terms of this Policy. (including without limitation the Limits and the Coverage Period).

The certificates of insurance issued by **You** shall contain the wording exactly as set below without modification.

“The policy is a reimbursement only policy. “Coverage is afforded on a Reimbursement basis for **Damages Paid** and reported to Hudson Excess Insurance Company by the **Policyholder** in accordance with the policy provisions. All reimbursements made to the **Policyholder** including claim expenses and legal and loss adjustment expenses are inside the Combined Aggregate Limit of the policy. The policy will only reimburse the **Policyholder** and will not make payments to any third party, any other party, any other insured, any additional insured, or other entities. The **Policyholder** and its subsidiaries and affiliate organizations shall all share in the Combined Aggregate Limit provided to the **Policyholder**. Any reimbursements to the **Policyholder** are included within and shall reduce the Combined Aggregate Limit of the policy.”

Copies of all certificates of insurance and any endorsement sent with those certificates must be retained by the issuer for the time period required by state law or regulation in the state in which the certificates of insurance is issued, but in no event less than five years from the date indicated on the certificate.

Unless this policy is physically endorsed by **Us**, the issuance of a certificates of insurance does not amend, extend, or alter the coverage provided by this policy or change the person(s) or entities to whom such coverage is afforded under this policy. **We** will not be responsible for any liability resulting from the issuance of any unauthorized endorsement or the issuance of an endorsement which has been authorized by **Us** but where the authorized wording is amended or revised in any way, without **Our** prior written approval. No one without the express written authority from **Us** has the authority to issue certificates of insurance or endorsements of any kind including without limitation additional **Policyholder** endorsements, which include any addition and/or modification of this policy’s terms and conditions, or purport to add any additional **Policyholder(s)** and/or change any term, condition, or provision of this policy unless such policy changes or modifications are first approved by the Company and a policy endorsement is issued by the Company.

#### **G. CHANGES IN EXPOSURE**

If after the inception date of this policy there is a material change among the **Policyholder’s** partners, stockholders, or members or in the nature of the **Policyholder’s** business, then the **Policyholder** will report such a change in writing to **Us** within 30 days of the change, and **We** will be given the right to revise the terms, conditions or exclusions of the policy and/or charge an additional premium.

#### **H. CHOICE OF LAW**

This policy and all additions to, endorsements to, or modifications of the policy will be interpreted under the laws of the State of New York.

#### **I. CONFORMANCE TO STATUTE**

Any terms of this policy which are in conflict with terms of any applicable laws construing this policy are hereby amended to conform to such laws.

#### **J. CONSENT TO JURISDICTION**

By accepting this policy the **Policyholder** submits themselves to the jurisdiction of the Superior Court of New York County, New York, New York and agrees that such court will have jurisdiction and venue for the purposes of determining all rights and obligations under this agreement. The **Policyholder** expressly consents to the jurisdiction and venue of the Superior Court of New York County, New York, New York for any **Suit** brought to interpret or enforce the provisions of this policy. By contending that there is or may be coverage under this policy, the **Policyholder** agrees to accept service of process by any legally recognized method available under New York law.

#### K. CONSTRUCTION

It is understood and agreed that this policy is a manuscript policy that has been negotiated at arm's length and on equal footing as between the **Policyholder** and **Us**, that both parties are sophisticated and that both parties fully understand and agree to all the terms and conditions contained in this policy. Accordingly, in any dispute concerning the meaning of this policy, or any term or condition hereof, such dispute shall be resolved without any presumption or rule of construction in favor of either party or any related or similar doctrine.

#### L. EXAMINATION OF THE POLICYHOLDER'S BOOKS AND RECORDS

**We** may examine and audit the **Policyholder's** books and records as they relate to this policy at any time during the **Policy Period** and up to three years afterward.

#### M. INDEMNIFICATION

The **Policyholder** agrees:

1. **We** are not responsible for reimbursing the **Policyholder** for those **Damages Paid** by the **Policyholder** as a result of any **Bodily Injury** or **Property Damage** for any amounts beyond the Combined Aggregate Limit of this policy;
2. It is not anticipated that **We** will be legally required to reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** for any amounts beyond the Combined Aggregate Limit of this policy, and;
3. **We** will have no legal or contractual obligation to reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** for any amounts beyond the Combined Aggregate Limit of this policy. If **We** are legally required to pay any amounts beyond the Combined Aggregate Limit of this policy, **You** agree to fully indemnify **Us** and hold **Us** harmless with respect to such amounts, unless the event is solely a result of **Our** actions.

#### N. INSPECTIONS AND SURVEYS

1. **We** have the right to:
  - a. Make inspections and surveys at any time;
  - b. Give the **Policyholder** reports on the conditions **We** find; and
  - c. Recommend changes.
2. **We** are not obligated to make any inspections, surveys, reports or recommendations and any such actions **We** do undertake relate only to insurability and the premiums to be charged. **We** do not make safety inspections. **We** do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And **We** do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1 and 2 of this condition apply not only to **Us**, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

#### O. LIABILITY OF THE COMPANY

**Our** maximum liability and duty to reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** hereunder shall be limited to and will be satisfied solely and only from the amount of **Collateral Security** posted by the **Policyholder** or a representative on behalf of the **Policyholder** against said policy, less any expenses and/or prior reimbursements. **We** shall not reimburse the **Policyholder** from any of **Our** funds or assets.

#### P. NO PROFESSIONAL ADVICE

The **Policyholder** acknowledges and agrees that **We** have not provided any tax, accounting, or legal advice in connection with this policy, including the appropriate tax or accounting treatment of this policy. The **Policyholder** has been advised by **Us** to consult with its own legal, tax and accounting advisors concerning this policy and the appropriate treatment of it for tax and accounting purposes.

#### Q. PREMIUMS

The **Policyholder** shown in the Declarations is responsible for the payment of all premium, which will be fully earned when received by **Us**. The policy premium is payable in full and is a condition precedent to any coverage and any reimbursements being honored under this policy. If the **Policyholder** fails to pay the policy premium in full, then the policy shall not incept and no reimbursements shall be honored under this policy for any period of time.

## R. PRIVACY NOTICE

Privacy is important to **Us**. **We** understand that consumers really care about their privacy and want it to be protected. **We** are committed to safeguarding nonpublic personal information **We** collect about **Our** consumers.

**We** treat personal information carefully and take steps to assure that it remains private. **We** allow only authorized employees to have access to personal information. **We** maintain physical, electronic and procedural security protections to safeguard the information in **Our** records.

In order to conveniently and effectively provide and service the insurance products **We** sell, **We** may collect and use personal information from consumers on their applications or other forms; from **Our** transactions with consumers, such as payment and claims history; and from third parties, such as credit reports and claims history.

Except as required or permitted by law, **We** do not share personal information outside **Our** company without obtaining the consumer's permission.

Keeping consumer information accurate and updated is important to **Us**. Consumers may see and request correction of personal information about them in **Our** files, or contact **Us** with questions about **Our** privacy policy by writing to:

Hudson Excess Insurance Company  
100 William Street, 5<sup>th</sup> Floor  
New York, NY 10038

## S. SERVICE OF SUIT

The service of process in any claim or **Suit** on the policy against the Company may be made upon the highest one in authority bearing the title "Commissioner", "Director" or "Superintendent" of Insurance of the state or commonwealth wherein the policy is issued. The one in authority bearing the title "Commissioner", "Director" or "Superintendent" of Insurance of the state or commonwealth wherein the policy is issued is hereby authorized and directed to accept service of process on our behalf in any such claim or **Suit**.

## T. THIRD PARTIES AND OTHER PARTIES

This policy shall not be deemed to give any right or remedy whatsoever to any third party, any other party, any other insured, any additional insured, or other entities. This policy will not make reimbursements to or on behalf of any other party, any other insured, any additional insured, or other entities. This policy will only reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** and will not reimburse any third party, any other party, and any other insured, any additional insured, or other entities. This policy will not be considered a third party liability policy.

## SECTION V. DEFINITIONS

For the purposes of the coverage provided by this Endorsement, the following definitions are added to the Policy.

### A. Administration

The word **Administration** wherever used shall mean:

1. Giving counsel to **Employees** with respect to the **Employee Benefits Program**;
2. Interpreting the **Employee Benefits Program**;
3. Handling of records in connection with the **Employee Benefits Program**; and
4. Effecting enrollment, termination or cancellation of any **Employee's** participation in a Plan included in the **Employee Benefits Program**, provided all are acts which are authorized by the **Policyholder**.

**Administration** does not mean:

1. The exercise of or failure to exercise any authority or control respecting:
  - a. The management of any **Employee Benefit Program** or
  - b. The investment or disposition of any **Employee Benefit Program** or its assets; or
2. The rendering of any advice with respect to the investment of any assets of any **Employee Benefits Program**.

**B. Collateral Security** shall mean cash (US legal tender) in immediately available funds, trust account or a clean, irrevocable and unconditional Letter of Credit posted by the **Policyholder** or a representative on behalf of the **Policyholder**.

**C. Employee Benefit Programs**

The term **Employee Benefits Programs** means:

1. Group life insurance, group accident or health insurance, profit sharing plans, pension plans, Employee stock subscription plans, workers' compensation, unemployment insurance, social security benefits, disability benefits; and
2. Any other similar employee benefits instituted after the effective date of this Endorsement provided **We** are notified within thirty (30) days after the institution of such benefits.

**D. Wrongful Act**

**Wrongful Act** means any actual or alleged negligent act, error or omission in the **Administration** of the **Employee Benefits Program**.

All other terms, conditions, coverages, and exclusions under the policy are applicable to this endorsement and remain unchanged.

**THIS POLICY, INCLUDING ALL COVERAGE PARTS, APPLIES ONLY TO REQUEST(S) FOR REIMBURSEMENT MADE BY THE POLICYHOLDER FOR COVERED DAMAGES PAID BY THE POLICYHOLDER AND SUBMITTED WITH SUBSTANTIATION OF PAYMENT TO THE COMPANY DURING THE POLICY PERIOD. THIS POLICY ONLY REIMBURSES THE POLICYHOLDER AND WILL NOT REIMBURSE OR MAKE PAYMENTS TO OR ON BEHALF OF ANY OTHER PARTY, THIRD PARTY OR ANY OTHER ENTITY.**

In consideration of the payment of the premium and in reliance upon the statements, representations and warranties in the application and supplements, which are made a part of this policy, the Insurance Company shown in the Declarations (hereinafter called "**We, Us or Our**"), agrees with the **Policyholder** (hereinafter called "**You**" or "**Your**") shown in the Declarations subject to all of the terms, exclusions and conditions of this policy, as follows. Words and phrases that appear in **bold** have special meanings found in SECTION V.

## **SECTION I. REIMBURSEMENT COVERAGE AGREEMENT**

### **A. COVERAGES**

**We** will reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** as a result of any **Bodily Injury** or **Property Damage** included within the **Products Completed Operations Hazard** subject to all limitations of liability outlined in this Coverage Part. **We** have no duty to defend **You** or any other person, any insured, any additional insured, other entities or any third parties against any claim, proceeding, or suit seeking those **Damages**. **Our** duty to reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** is further limited as provided below or in the EXCLUSIONS Section of the policy and by the other conditions of this policy including the limits expressed in the Declarations or any endorsements attached hereto. **We** will have no duty to reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** for any **Bodily Injury** or **Property Damage** to which this policy does not apply.

1. The amount **We** will reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** is limited as described in the LIMITS section of the policy.
2. Subject to (1.) above, **Our** duty to reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** ends when the **Policyholder** has exhausted the applicable aggregate limit expressed in the Declarations or any endorsements attached hereto by reimbursement of **Damages** under this Coverage Part
3. **We** will have no duty to reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** because of any **Bodily Injury** or **Property Damage** arising out of an **Occurrence** before the **Retroactive Date**.

### **B. CHANGES**

This policy contains all of the agreements between the **Policyholder** and **Us** concerning the reimbursement coverage. This policy's terms can be amended or waived only by an endorsement issued by **Us** and made a part of this policy.

### **C. PROVISIONS**

In order for a reimbursement request to be honored for those **Damages Paid** by the **Policyholder**:

1. A request for reimbursement for those **Damages Paid** by the **Policyholder** because of **Bodily Injury** or **Property Damage** arising out of an **Occurrence** subsequent to the **Retroactive Date** stated in the Declarations must first be made by the **Policyholder** and received by **Us** in writing prior to the end of the **Policy Period**;
2. The **Policyholder** must have **Paid** such **Damages** during the **Policy Period**;
3. The **Policyholder** must present evidence to **Us** during the **Policy Period** that **Damages** were **Paid** by the **Policyholder** during the **Policy Period**;
4. The **Policyholder** must have provided **Us** with **Collateral Security** equal to the Combined Aggregate Limit shown in the Declarations or the Combined Aggregate Limit shown on any endorsement attached to the policy;
5. A request for reimbursement must include:
  - a. Injured party;
  - b. Date of loss or injury;
  - c. Description of event;
  - d. Description of injury;
  - e. Loss location name and address; and
  - f. Itemized **Damages** with supporting documentation
  - g. Evidence of payment; and
6. The **Occurrence** must occur in the **Policy Territory** and arise out of the **Policyholder's** operations.

All reimbursements by **Us**, shall erode the Combined Aggregate Limit (Total Aggregate Limit of Liability) shown in the Declarations or any endorsements attached to the policy. Once this policy expires or the Combined Aggregate Limit is exhausted, no further requests for reimbursement will be accepted and no further reimbursements will be honored under this policy.

#### D. DEFENSE AND SETTLEMENT PROVISIONS

**We** have no duty, obligation, or responsibility to investigate any claim, proceeding or suit against **You** or any other person, any insured, any additional insured, other entities or any third parties and **We** have no duty, obligation, or responsibility to defend **You**, or any other person, any insured, any additional insured, other entities or any third parties against any claim, suit or proceeding seeking any **Damages** as a result of any **Bodily Injury or Property Damage** under this policy.

1. The **Policyholder has the sole responsibility to and** must:
  - a. Investigate, defend and settle any and all claims;
  - b. Conduct the defense and appeal in all actions, suits and proceedings commenced against the **Policyholder**; and
  - c. Provide and pay for adequate defense of any claim.
2. The **Policyholder** is permitted to delegate the obligation to investigate, settle and defend any claim to a **Third Party Administrator**.

If a **Third Party Administrator** is delegated a claim that is received by or brought against the **Policyholder**, the **Policyholder** must:

- a. Immediately create a written record of the specifics of the claim and the date received; and
- b. Provide the **Third Party Administrator** written notice of the claim as soon as practicable.

Notice to the **Third Party Administrator** will not be considered notice to **Us** and a claim reported to the **Third Party Administrator** will not be considered a request for reimbursement for **Damages** made under this policy.

Coverage under this policy will apply only to requests for reimbursement for **Damages Paid** by the **Policyholder** which are reported directly to **Us** in writing by the **Policyholder** in accordance with **C. PROVISIONS** and with the information listed above. The **Policyholder's** contract with the **Third Party Administrator** must require the **Third Party Administrator** to provide the **Policyholder** with the information necessary for the **Policyholder** to comply with these requirements, and to provide the **Policyholder** with any other claims information **We** request within 10 days of **Our** request.

The **Policyholder** shall be solely responsible for the payment of all **Third Party Administrator** fees relating to Claims Adjustment Services. In no event will **We** be responsible for any payment of Claims Adjustment Services or **Third Party Administrator** fees.

3. If **We** are brought into the claim or named as a defendant in a claim, **We** have the right but not the obligation to associate ourselves in the defense of any claim, to appoint an attorney, to represent **Our** interests or to settle any claim at **Our** discretion at **Your** expense.

#### SECTION II. EXCLUSIONS

This policy does not apply and **We** will not reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** in connection with any claim against the **Policyholder** arising out of, relating to or resulting from:

##### A. Antitrust

Any liability arising out of the actual or alleged involvement in any violation of an antitrust law or agreement or conspiracy to restrain trade.

##### B. Asbestos

Any liability arising out of:

1. The actual or alleged or suspected ingestion, inhalation, absorption, or prolonged physical exposure or threat of exposure to asbestos in any form; or

2. The manufacture, mining, use, sale, installation, removal, abatement, clean-up or distribution of, or exposure to, asbestos, asbestos waste or waste materials containing asbestos, asbestos fibers, asbestos products or asbestos dust.

**C. Contractual Liability**

Any liability the **Policyholder** assumes under any contract or agreement. This exclusion does not apply to:

1. Liability that the **Policyholder** assumes in a written contract with:
  - a. A Health Maintenance Organization;
  - b. A Preferred Provider Organization;
  - c. An Independent Practice Association; or
  - d. Any similar organization; or
2. A warranty of fitness or quality of any therapeutic agents or supplies the **Policyholder** has furnished or supplied in connection with treatment that has been performed.

**D. Criminal Acts**

Arising out of any dishonest, fraudulent, criminal, intentional or malicious acts resulting in a **Bodily Injury** or **Property Damage** or deliberate misrepresentation committed by or at the direction of, or with the knowledge of the **Policyholder**;

**E. Cross Suits**

Any claims made by one **Policyholder** against another **Policyholder**.

**F. Damage To Impaired Property Or Property Not Physically Injured**

**Property Damage To Impaired Property** or property that has not been physically injured, arising out of:

1. A defect, deficiency, inadequacy or dangerous condition in **Your Product** or **Your Work**; or
2. A delay or failure by **You** or anyone acting on **Your** behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury due to **Your Product** or **Your Work** after it has been put to its intended use.

**G. Damage To Your Product**

**Property Damage To Your Product** arising out of it or any part of it.

**H. Damage To Your Work**

**Property Damage To Your Work** arising out of it or any part of it and included in the **Products/Completed Operations Hazard**.

This exclusion does not apply if the **Damaged Work** or the work out of which the **Damage** arises was performed on your behalf by a subcontractor.

**I. Department of Health and Human Services**

Any claim made by the U.S. Department of Health and Human Services (HHS) except for any claims or proceedings before any administrative body alleging in whole or in part violations of the Emergency Medical Treatment and Labor Act, any administrative or judicial hearings pertaining to Medicare or Medicaid fraud, or any other hearings initiated against the **Policyholder** by HHS or by any utilization or quality review organization under contract with HHS.

**J. Electronic Data**

**Damages** arising out of the loss of, loss of use of, **Damage** to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, **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

**K. Employer's Liability**

Any **Bodily Injury** to:

1. An **Employee** of the **Policyholder** arising out of and in the course of:
  - a. Employment by the **Policyholder**; or



- b. Performing duties related to the conduct of the **Policyholder's** business; or
- 2. The spouse, child, parent, brother or sister of that **Employee** as a consequence of Paragraph (1) above.

This exclusion applies:

- 1. Whether the **Policyholder** may be liable as an employer or in any other capacity; and
- 2. To any obligations to share **Damages** with or repay someone else who must pay **Damages** because of the injury.

**L. ERISA**

Any liability under the Employee Retirement Income Security Act (E.R.I.S.A.) of 1974 or changes to it, or any similar state law.

**M. Hospitals and Laboratories**

Any liability arising out of the **Policyholder's** ownership or operation of a hospital or laboratory.

**N. Improper Licensure**

Any liability arising out of the **Policyholder's** failure to have a license as required by law, or any liability arising out of any **Bodily Injury**

- 1. That occurs while the **Policyholder's** license has been suspended, revoked or surrendered; or
- 2. That constitutes a violation of any restriction imposed upon such license.

**O. Lead**

Any liability arising out of:

- 1. The actual or alleged or suspected ingestion, inhalation, absorption, or prolonged physical exposure or threat of exposure to lead in any form; or
- 2. The manufacture, use, sale, removal, transportation, storage or disposal of lead or goods or products containing any form of lead.

**P. Liquor Liability**

Any **Bodily Injury** or **Property Damage** for which the **Policyholder** may be held liable by reason of:

- 1. Causing or contributing to the intoxication of any person;
- 2. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- 3. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if **You** are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

**Q. Policyholder vs. Policyholder**

Any claims made by one **Policyholder** against another **Policyholder**.

**R. Nuclear and Radioactive**

Any liability arising out of nuclear fission, nuclear fusion or radioactive contamination.

**S. Other Coverage Parts**

Any claims brought under any other Coverage Part of this policy other than this **Products/Completed Operations** Coverage Part.

**T. Patients or Residents**

Any **Bodily Injury** or **Property Damage** sustained by the **Policyholder's** patients or residents.

**U. Physicians**

Any physician, including any resident, intern, extern or fellow. However, this exclusion does not apply to any physician, including any resident, intern, extern or fellow who is or was an **Employee** of the **Policyholder** with respect to the following:

- 1. Charitable activities approved by the **Policyholder**;
- 2. Participation in employer-sponsored continuing medical education courses; or
- 3. While acting within the scope of their administrative duties for the **Policyholder**.

**V. Pollution**

Any liability arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants** at any time.

**W. Pollution Cleanup Costs**

Any loss, cost or expense arising out of any:

1. Direction, request, demand, order or statutory or regulatory requirement that the **Policyholder** 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
2. 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 effects of **Pollutants**.

**X. Prior Acts**

Arising out of any **Bodily Injury** or **Property Damage** committed, or alleged to have been committed prior to the **Retroactive Date** including any **Bodily Injury** or **Property Damage** that is logically or causally connected by reason of any common fact, circumstance, situation, transaction, casualty, event, or decision.

**Y. Property Damage**

Any **Property Damage** to:

1. Property the **Policyholder** owns, rents, or occupies;
2. Premises the **Policyholder** sells, gives away or abandons, if the **Property Damage** arises out of any part of those premises;
3. Property loaned to the **Policyholder**;
4. Personal property in the care, custody or control of the **Policyholder**;
5. That particular part of real property on which the **Policyholder** or any contractors or subcontractors working directly or indirectly on the **Policyholder's** behalf are performing operations, if the **Property Damage** arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because the **Policyholder's** work was incorrectly performed on it.

**Z. Recall Of Products, Work Or Impaired Property**

**Damages** claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

1. **Your Product**;
2. **Your work**; or
3. Impaired property;

If such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**AA. War**

Any **Bodily Injury** or **Property Damage** arising, directly or indirectly, out of:

1. **War**, including undeclared or Civil **War**; or
2. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
3. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or
4. **Terrorism**, including any action taken in hindering or defending against an actual or expected incident of **Terrorism** regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

In the event of any incident of **Terrorism** that is not subject to the **Terrorism** Exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this Coverage Part.

Multiple incidents of **Terrorism** which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership will be considered to be one incident.

**BB. Workers' Compensation And Similar Laws**

Any obligation of the **Policyholder** under a workers compensation, disability benefits or unemployment compensation law or any similar law.

**SECTION III. LIMITS**

The Limits shown in the Declarations or any endorsements attached to the policy and the rules below are the most **We** will reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** regardless of the number of:

1. **Policyholders**; or
2. Reimbursement requests made by the **Policyholder(s)**; or
3. Persons or organizations making reimbursement requests at the direction of the **Policyholder**.

The Limits will apply to the entire **Policy Period**, regardless of its length.

**A. Combined Aggregate Limit**

The Combined Aggregate Limit is the most **We** will reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** for the sum of:

1. All **Damages** under this General Liability Coverage Part; and
2. All **Damages** under all Coverage Parts of this policy, including **Damages** because of all liability included in the Professional Liability Coverage Part, if applicable.

All reimbursements by **Us** shall erode the Combined Aggregate Limit shown in the Declarations or any endorsements attached to the policy. Upon exhaustion of the Combined Aggregate Limit, we will have no obligation to make any further reimbursements to the **Policyholder** for any **Damages Paid** by the **Policyholder**.

**B. Each Occurrence Limit**

Subject to the **Products/Completed Operations** Liability Aggregate Limit, the Each Occurrence Limit stated in the Declarations or any endorsements attached to the policy is the most **We** will reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** because of **Bodily Injury** or **Property Damages** included within the **Products/Completed Operations Hazard** arising out of any one **Occurrence**. All **Bodily Injury** or **Property Damages** included within the **Products/Completed Operations Hazard** arising from continuous, related or repeated **Bodily Injury** or **Property Damages** will be considered one **Occurrence**.

**C. Products/Completed Operations Liability Aggregate Limit**

Subject to the Combined Aggregate Limit, the most **We** will reimburse the **Policyholder** for all **Damages Paid** by the **Policyholder** combined in connection with all **Bodily Injury** or **Property Damages** included within the **Products/Completed Operations Hazard** is the Products/Completed Operations Liability Aggregate Limit stated in the Declarations or any endorsements attached to the policy. Upon exhaustion of the Products/Completed Operations Liability Aggregate Limit, **We** will have no obligation to make any further reimbursements to the **Policyholder** for any **Damages Paid** by the **Policyholder** resulting from any **Bodily Injury** or **Property Damage** included within the **Products/Completed Operations Hazard**.

**SECTION IV. CONDITIONS**

**A. 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 claim against the **Policyholder** seeking **Damages**, or
2. To sue **Us** on this policy.
3. Nor shall **We** be impleaded by the **Policyholder** or his, her or its legal representative.

**B. APPLICATION**

By acceptance of this policy, the **Policyholder** reaffirms as of the first day of the **Policy Period** that (a) the statements on the application are the **Policyholder's** agreements and representations, (b) this policy is issued in reliance upon the truth and accuracy of such representations, and (c) this policy encompasses all agreements existing between the **Policyholder** and **Us** or any of its agents relating to this policy.

**C. ASSIGNMENT**

Assignment of interest under this policy will not bind **Us** unless **We** consent in writing.

#### D. BANKRUPTCY

In the event of insolvency, bankruptcy, or other financial impairment of the **Policyholder**, **We** shall reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** only to the same extent **We** would have been had such insolvency, bankruptcy or financial impairment not occurred.

#### E. CANCELLATION

Premium for this policy is fully earned at inception. Once the premium has been **Paid** and all conditions of binding have been met, no return premium of any kind will be available and this policy may not be cancelled by the **Policyholder** or **Us**, unless both parties agree to such cancellation in writing.

#### F. CERTIFICATES OF INSURANCE

**We** will not review, accept or retain copies of any certificates of insurance or additional **Policyholder** endorsements prepared by anyone. Moreover, **We** will not be responsible for any liability resulting from the issuance of any unauthorized endorsement or the issuance of an endorsement which has been authorized by **Us** but where the authorized wording is amended or revised in any way, without the prior written approval by **Us**.

**We** will not be responsible for any liability resulting from the issuance of any certificates of insurance. In no event does anyone have the authority to issue certificates of insurance which include any addition and/or modification of the policy terms and conditions, additional named insureds, waivers of subrogation or any special additional coverages unless expressly approved in writing by the Company.

All certificates of insurance must be issued in the name of the Surplus lines broker or other representative of the **Policyholder** and not in the name of HEIC. Any certificates of insurance issued by or on behalf of the **Policyholder** must be based on the most recent version of the ACORD form certificate of insurance and shall include all of the disclaimers of such form. All certificates of insurance shall accurately reflect all the material terms of this Policy. (including without limitation the Limits and the Coverage Period).

The certificates of insurance issued by **You** shall contain the wording exactly as set below without modification.

“The policy is a reimbursement only policy. “Coverage is afforded on a Reimbursement basis for **Damages Paid** and reported to Hudson Excess Insurance Company by the **Policyholder** in accordance with the policy provisions. All reimbursements made to the **Policyholder** including claim expenses and legal and loss adjustment expenses are inside the Combined Aggregate Limit of the policy. The policy will only reimburse the **Policyholder** and will not make payments to any third party, any other party, any other insured, any additional insured, or other entities. The **Policyholder** and its subsidiaries and affiliate organizations shall all share in the Combined Aggregate Limit provided to the **Policyholder**. Any reimbursements to the **Policyholder** are included within and shall reduce the Combined Aggregate Limit of the policy.”

Copies of all certificates of insurance and any endorsement sent with those certificates must be retained by the issuer for the time period required by state law or regulation in the state in which the certificates of insurance is issued, but in no event less than five years from the date indicated on the certificate.

Unless this policy is physically endorsed by **Us**, the issuance of a certificates of insurance does not amend, extend, or alter the coverage provided by this policy or change the person(s) or entities to whom such coverage is afforded under this policy. **We** will not be responsible for any liability resulting from the issuance of any unauthorized endorsement or the issuance of an endorsement which has been authorized by **Us** but where the authorized wording is amended or revised in any way, without **Our** prior written approval. No one without the express written authority from **Us** has the authority to issue certificates of insurance or endorsements of any kind including without limitation additional **Policyholder** endorsements, which include any addition and/or modification of this policy's terms and conditions, or purport to add any additional **Policyholder(s)** and/or change any term, condition, or provision of this policy unless such policy changes or modifications are first approved by the Company and a policy endorsement is issued by the Company.

#### G. CHANGES IN EXPOSURE

If after the inception date of this policy there is a material change among the **Policyholder's** partners, stockholders, or members or in the nature of the **Policyholder's** business, then the **Policyholder** will report such a change in writing to **Us** within 30 days of the change, and **We** will be given the right to revise the terms, conditions or exclusions of the policy and/or charge an additional premium.

#### H. CHOICE OF LAW

This policy and all additions to, endorsements to, or modifications of the policy will be interpreted under the laws of the State of New York.

**I. CONFORMANCE TO STATUTE**

Any terms of this policy which are in conflict with terms of any applicable laws construing this policy are hereby amended to conform to such laws.

**J. CONSENT TO JURISDICTION**

By accepting this policy the **Policyholder** submits themselves to the jurisdiction of the Superior Court of New York County, New York, New York and agrees that such court will have jurisdiction and venue for the purposes of determining all rights and obligations under this agreement. The **Policyholder** expressly consents to the jurisdiction and venue of the Superior Court of New York County, New York, New York for any **Suit** brought to interpret or enforce the provisions of this policy. By contending that there is or may be coverage under this policy, the **Policyholder** agrees to accept service of process by any legally recognized method available under New York law.

**K. CONSTRUCTION**

It is understood and agreed that this policy is a manuscript policy that has been negotiated at arm's length and on equal footing as between the **Policyholder** and **Us**, that both parties are sophisticated and that both parties fully understand and agree to all the terms and conditions contained in this policy. Accordingly, in any dispute concerning the meaning of this policy, or any term or condition hereof, such dispute shall be resolved without any presumption or rule of construction in favor of either party or any related or similar doctrine.

**L. EXAMINATION OF THE POLICYHOLDER'S BOOKS AND RECORDS**

**We** may examine and audit the **Policyholder's** books and records as they relate to this policy at any time during the **Policy Period** and up to three years afterward.

**M. INDEMNIFICATION**

The **Policyholder** agrees:

1. **We** are not responsible for reimbursing the **Policyholder** for those **Damages Paid** by the **Policyholder** as a result of any **Bodily Injury** or **Property Damage** for any amounts beyond the Combined Aggregate Limit of this policy;
2. It is not anticipated that **We** will be legally required to reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** for any amounts beyond the Combined Aggregate Limit of this policy, and;
3. **We** will have no legal or contractual obligation to reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** for any amounts beyond the Combined Aggregate Limit of this policy. If **We** are legally required to pay any amounts beyond the Combined Aggregate Limit of this policy, **You** agree to fully indemnify **Us** and hold **Us** harmless with respect to such amounts, unless the event is solely a result of **Our** actions.

**N. INSPECTIONS AND SURVEYS**

1. **We** have the right to:
  - a. Make inspections and surveys at any time;
  - b. Give the **Policyholder** reports on the conditions **We** find; and
  - c. Recommend changes.
2. **We** are not obligated to make any inspections, surveys, reports or recommendations and any such actions **We** do undertake relate only to insurability and the premiums to be charged. **We** do not make safety inspections. **We** do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And **We** do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1 and 2 of this condition apply not only to **Us**, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

**O. LIABILITY OF THE COMPANY**

**Our** maximum liability and duty to reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** hereunder shall be limited to and will be satisfied solely and only from the amount of **Collateral Security** posted by the **Policyholder** or a representative on behalf of the **Policyholder** against said policy, less any expenses and/or prior reimbursements. **We** shall not reimburse the **Policyholder** from any of **Our** funds or assets.

**P. NO PROFESSIONAL ADVICE**

The **Policyholder** acknowledges and agrees that **We** have not provided any tax, accounting, or legal advice in connection with this policy, including the appropriate tax or accounting treatment of this policy. The **Policyholder** has been advised by **Us** to consult with its own legal, tax and accounting advisors concerning this policy and the appropriate treatment of it for tax and accounting purposes.

#### Q. PREMIUMS

The **Policyholder** shown in the Declarations is responsible for the payment of all premium, which will be fully earned when received by **Us**. The policy premium is payable in full and is a condition precedent to any coverage and any reimbursements being honored under this policy. If the **Policyholder** fails to pay the policy premium in full, then the policy shall not incept and no reimbursements shall be honored under this policy for any period of time.

#### R. PRIVACY NOTICE

Privacy is important to **Us**. **We** understand that consumers really care about their privacy and want it to be protected. **We** are committed to safeguarding nonpublic personal information **We** collect about **Our** consumers.

**We** treat personal information carefully and take steps to assure that it remains private. **We** allow only authorized employees to have access to personal information. **We** maintain physical, electronic and procedural security protections to safeguard the information in **Our** records.

In order to conveniently and effectively provide and service the insurance products **We** sell, **We** may collect and use personal information from consumers on their applications or other forms; from **Our** transactions with consumers, such as payment and claims history; and from third parties, such as credit reports and claims history.

Except as required or permitted by law, **We** do not share personal information outside **Our** company without obtaining the consumer's permission.

Keeping consumer information accurate and updated is important to **Us**. Consumers may see and request correction of personal information about them in **Our** files, or contact **Us** with questions about **Our** privacy policy by writing to:

Hudson Excess Insurance Company  
100 William Street, 5<sup>th</sup> Floor  
New York, NY 10038

#### S. SERVICE OF SUIT

The service of process in any claim or **Suit** on the policy against the Company may be made upon the highest one in authority bearing the title "Commissioner", "Director" or "Superintendent" of Insurance of the state or commonwealth wherein the policy is issued. The one in authority bearing the title "Commissioner", "Director" or "Superintendent" of Insurance of the state or commonwealth wherein the policy is issued is hereby authorized and directed to accept service of process on our behalf in any such claim or **Suit**.

#### T. THIRD PARTIES AND OTHER PARTIES

This policy shall not be deemed to give any right or remedy whatsoever to any third party, any other party, any other insured, any additional insured, or other entities. This policy will not make reimbursements to or on behalf of any other party, any other insured, any additional insured, or other entities. This policy will only reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** and will not reimburse any third party, any other party, and any other insured, any additional insured, or other entities. This policy will not be considered a third party liability policy.

### SECTION V. DEFINITIONS

Whenever used in this policy:

- A. **Auto** means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But **Auto** does not include **Mobile Equipment**.
- B. **Bodily Injury** means **Bodily Injury**, sickness or disease sustained by a person, including disability, shock, mental anguish, mental injury or death resulting from any of these at any time, but only if resulting directly from physical injury, sickness, or disease sustained by the same person.

- C. **Collateral Security** shall mean cash (US legal tender) in immediately available funds, or a clean, irrevocable and unconditional letter of credit
- D. **Damages** means a monetary payment of a claim, award, judgement, appeal of any claim or settlement, including any claim expenses, legal and loss adjustment expenses **Paid** by the **Policyholder** as a result of a claim against the **Policyholder** due to **Bodily Injury** or **Property Damage**. **Damages** does not include:
1. Taxes, fines, penalties, sanctions or awards of attorneys' fees or legal expenses, whether imposed by law or otherwise, including, but not limited to awards under Rule 11 of the Federal Rules of Civil Procedure or any similar state rule, or awards of attorneys' fees permitted by statute;
  2. Punitive or exemplary **Damages**; except where a wrongful death claim is punitive by statute;
  3. The return of or restitution of any fees, costs or expenses **Paid** by the **Policyholder**;
  4. Matters deemed uninsurable by law; or
  5. Any costs assessed as a result of a **Disciplinary Proceeding**.
- E. **Disciplinary Proceeding** means any proceeding initiated by a regulatory or disciplinary official or agency to investigate charges made against the **Policyholder**.
- F. **Employee** means a person who receives wages or salary from the **Policyholder**.

**Employee** also includes:

1. A leased worker, but does not include a temporary worker or an independent contractor;
  2. Any authorized volunteer worker for the **Policyholder**, other than a healthcare provider, but only while acting within the scope of his or her duties as such and at the direction of the **Policyholder**;
  3. Any student enrolled in a training program, but only while acting within the scope of his or her duties as such and at the direction of the **Policyholder**;
  4. The **Policyholder's** superintendents, administrators, directors, medical directors, department heads and heads of the medical staff, but only in their capacity as such; and
  5. The **Policyholder's** trustees and governors while in the course and scope of their employment or their duties as trustees and governors.
- G. **Insured** means the **Policyholder** and its subsidiaries and affiliate organizations, which are owned, financially controlled or managed by the **Policyholder** on the effective date of the policy, but only for those **Damages Paid** by the **Policyholder** as a result of any **Bodily Injury** or **Property Damage** and claimed for reimbursement by the **Policyholder** listed on the Declarations.
- H. **Mobile Equipment** means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  2. Vehicles maintained for use solely on or next to premises you own or rent;
  3. Vehicles that travel on crawler treads;
  4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - a. Power cranes, shovels, loaders, diggers or drills; or
    - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
  5. Vehicles not described in 1., 2., 3., or 4 above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
    - b. Cherry pickers and similar devices used to raise or lower workers;
  6. Vehicles not described in 1., 2., 3., or 4 above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not **Mobile Equipment** but will be considered **Autos**:

- a. Equipment designed primarily for:
  - (1) Snow removal;
  - (2) Road maintenance, but not construction or resurfacing; or
  - (3) Street cleaning;
- b. Cherry pickers and similar devices mounted on Auto or truck chassis and used to raise or lower workers; and
- c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, **Mobile Equipment** does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered **Autos**.

- I. **Named Insured** means the persons or organizations identified as such by an endorsement attached to the policy.
- J. **Policyholder** means the person or organization identified as such on the Declarations Page.
- K. **Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- L. **Paid** means payment of **Damages** will be deemed to occur on the date when the **Policyholder's** payment check is issued to the payee or electronic payment is acknowledged by the payee.
- M. **Policy Period** means the period from the inception date of this policy to the expiration date as set forth in the Declarations Page or any endorsement attached to this policy, or its earlier termination or cancellation date, if any. **Policy Period** will not include any optional Extended Reporting Period.
- N. **Policy Territory** means:
  - 1. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - 2. International waters or airspace, but only if the **Bodily Injury** or **Property Damage** occurs in the course of travel or transportation between any places included in 1. above; or
  - 3. All other parts of the world if the **Bodily Injury** or **Property Damage** arises out of the activities of a person whose home is in the territory described in 1. above, but is away for a short time on **Your** business; provided the **Policyholder's** 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.
  - 4. Notwithstanding the foregoing or anything else to the contrary, reimbursement for **Damages** under this policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but no limited to, sanctions, laws and regulation administered and enforced by the US Treasury Department's Office of Foreign Assets Control ("OFAC").
- O. **Pollutants** means 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.
- P. **Products/Completed Operations Hazard** means:
  - 1. All **Bodily Injury** and **Property Damage** occurring away from premises you own or rent and arising out of **Your Work** except:
    - a. Products that are still in your physical possession; or
    - b. Work that has not yet been completed or abandoned. However, **Your Work** will be deemed completed at the earliest of the following times:
      - (1) When all of the work called for in your contract has been completed.
      - (2) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
      - (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
  - 2. Does not include **Bodily Injury** or **Property Damage** arising out of:
    - a. The transportation of property, unless the injury or **Damage** arises out of a condition in or on a vehicle not owned or operated by **You**, and that condition was created by the **Loading** or **Unloading** of that vehicle by the **Policyholder**;
    - b. The existence of tools, uninstalled equipment or abandoned or unused materials; or
    - c. Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that **Products/Completed Operations** are included.



**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 **Occurrence** that caused it.

**R. Retroactive Date** means the date specified in the Declarations, or in any endorsement attached to this policy, on or after which an act, error, or omission must have occurred in order for any claim arising from **Bodily Injury** or **Property Damage** to be covered under this policy.

**S. Suit** means a civil proceeding, arbitration proceeding or other alternative dispute resolution proceeding in which **Damages** because of **Bodily Injury** or **Property Damage** to which this insurance applies are alleged

**T. Terrorism** means activities against persons, organizations or property of any nature:

1. That involve the following or preparation for the following:
  - a. Use or threat of force or violence; or
  - b. Commission or threat of a dangerous act; or
  - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
2. When one or both of the following applies:
  - a. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
  - b. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

**U. Third Party Administrator** means an organization that processes claims for the **Policyholder** under a written contract between the **Policyholder** and the **Third Party Administrator**.

**V. Your Product** means:

1. Any goods or products, other than real property, manufactured, sold, handled, distributed or by:
  - a. **You**
  - b. Others trading under your name; or
  - c. A person or organization whose business or assets you have acquired; and
2. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**Your Work** means:

1. Work or operations performed by **You** or on **Your** behalf; and
2. Materials, parts or equipment furnished in connection with such work or operations.

**Your Work** Includes:

1. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **Your Work**; and
2. The providing of or failure to provide warnings or instructions.

**IN WITNESS WHEREOF, We** have caused this policy to be executed and attested, but this policy will not be valid unless countersigned by a fully authorized representative of **Ours**.

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**PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE PART**  
**HFF 00 007 05 20**

**THIS POLICY, INCLUDING ALL COVERAGE PARTS, APPLIES ONLY TO REQUEST(S) FOR REIMBURSEMENT MADE BY THE POLICYHOLDER FOR COVERED DAMAGES PAID BY THE POLICYHOLDER AND SUBMITTED WITH SUBSTANTIATION OF PAYMENT TO THE COMPANY DURING THE POLICY PERIOD. THIS POLICY ONLY REIMBURSES THE POLICYHOLDER AND WILL NOT REIMBURSE OR MAKE PAYMENTS TO OR ON BEHALF OF ANY OTHER PARTY, THIRD PARTY OR ANY OTHER ENTITY.**

This Coverage Part modifies insurance provided under the Healthcare General Liability Coverage Part.

The limits are included within and shall reduce the General Liability Aggregate limit referred to in the LIMITS OF INSURANCE section of the Healthcare General Liability Coverage Part.

## **SECTION I. REIMBURSEMENT COVERAGE AGREEMENT**

### **A. COVERAGES**

**We** will reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** as a result of any **Personal and Advertising Injury** subject to all limitations of liability outlined in this Coverage Part. **We** have no duty to defend **You** or any other person, any insured, any additional insured, other entities or any third parties against any claim, proceeding, or suit seeking those **Damages**. **Our** duty to reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** is further limited as provided below or in the EXCLUSIONS Section of the policy and by the other conditions of this policy including the limits expressed in the Declarations or any endorsements attached hereto. **We** will have no duty to reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** for any **Bodily Injury** or **Property Damage** to which this policy does not apply.

1. The amount **We** will reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** is limited as described in the LIMITS section of the policy.
2. Subject to (1.) above, **Our** duty to reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** ends when the **Policyholder** has exhausted the applicable aggregate limit expressed in the Declarations or any endorsements attached hereto by reimbursement of **Damages** under this Coverage Part.
3. **We** will have no duty to reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** because of f any **Bodily Injury** or **Property Damage** arising out of an **Occurrence** before the **Retroactive Date**.

### **B. CHANGES**

This policy contains all of the agreements between the **Policyholder** and **Us** concerning the reimbursement coverage. This policy's terms can be amended or waived only by an endorsement issued by **Us** and made a part of this policy.

### **C. PROVISIONS**

In order for a reimbursement request to be honored for those **Damages Paid** by the **Policyholder**:

1. A request for reimbursement for those **Damages Paid** by the **Policyholder** because of **Personal and Advertising Injury** arising out of an **Occurrence** subsequent to the **Retroactive Date** stated in the Declarations must first be made by the **Policyholder** and received by **Us** in writing prior to the end of the **Policy Period**;
2. The **Policyholder** must have **Paid** such **Damages** during the **Policy Period**;
3. The **Policyholder** must present evidence to **Us** during the **Policy Period** that **Damages** were **Paid** by the **Policyholder** during the **Policy Period**;
4. The **Policyholder** must have provided **Us** with **Collateral Security** equal to the Combined Aggregate Limit shown in the Declarations or the Combined Aggregate Limit shown on any endorsement attached to the policy;
5. A request for reimbursement must include:
  - a. Injured party;
  - b. Date of loss or injury;
  - c. Description of event;
  - d. Description of injury;
  - e. Loss location name and address; and
  - f. Itemized **Damages** with supporting documentation
  - g. Evidence of payment; and
6. The **Occurrence** must occur in the **Policy Territory** and arise out of the **Policyholder's** operations.

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**PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE PART**  
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All reimbursements by **Us**, shall erode the Combined Aggregate Limit (Total Aggregate Limit of Liability) shown in the Declarations or any endorsements attached to the policy. Once this policy expires or the aggregate limit is exhausted, no further requests for reimbursement will be accepted and no further reimbursements will be honored under this policy.

**D. DEFENSE AND SETTLEMENT PROVISIONS**

**We** have no duty, obligation, or responsibility to investigate any claim, proceeding or suit against **You** or any other person, any insured, any additional insured, other entities or any third parties and **We** have no duty, obligation, or responsibility to defend **You**, or any other person, any insured, any additional insured, other entities or any third parties against any claim, suit or proceeding seeking any **Damages** as a result of any **Bodily Injury** or **Property Damage** under this policy.

1. The **Policyholder** has the sole responsibility to and must:
  - a. Investigate, defend and settle any and all claims;
  - b. Conduct the defense and appeal in all actions, suits and proceedings commenced against the **Policyholder**; and
  - c. Provide and pay for adequate defense of any claim.
2. The **Policyholder** is permitted to delegate the obligation to investigate, settle and defend any claim to a **Third Party Administrator**.

If a **Third Party Administrator** is delegated a claim that is received by or brought against the **Policyholder**, the **Policyholder** must:

- a. Immediately create a written record of the specifics of the claim and the date received; and
- b. Provide the **Third Party Administrator** written notice of the claim as soon as practicable.

Notice to the **Third Party Administrator** will not be considered notice to **Us** and a claim reported to the **Third Party Administrator** will not be considered a request for reimbursement for **Damages** made under this policy.

Coverage under this policy will apply only to requests for reimbursement for **Damages Paid** by the **Policyholder** which are reported directly to **Us** in writing by the **Policyholder** in accordance with **C. PROVISIONS** and with the information listed above. The **Policyholder's** contract with the **Third Party Administrator** must require the **Third Party Administrator** to provide the **Policyholder** with the information necessary for the **Policyholder** to comply with these requirements, and to provide the **Policyholder** with any other claims information **We** request within 10 days of **Our** request.

The **Policyholder** shall be solely responsible for the payment of all **Third Party Administrator** fees relating to Claims Adjustment Services. In no event will **We** be responsible for any payment of Claims Adjustment Services or **Third Party Administrator** fees.

3. If **We** are brought into the claim or named as a defendant in a claim, **We** have the right but not the obligation to associate ourselves in the defense of any claim, to appoint an attorney to represent **Our** interests or to settle any claim at **Our** discretion at **Your** expense.

**SECTION II. EXCLUSIONS**

This insurance does not apply and **We** will not reimburse the **Policyholder** for **Damages** in connection with any claim against any **Insured** arising out of, relating to or resulting from:

**A. Breach Of Contract**

**Personal and Advertising Injury** arising out of a breach of contract, except an implied contract to use another's advertising idea in **Your Advertisement**.

**B. Contractual Liability**

**Personal and Advertising Injury** for which the **Policyholder** has assumed liability in a contract or agreement. This exclusion does not apply to liability for **Damages** that the **Policyholder** would have in the absence of the contract or agreement.

PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE PART  
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**C. Criminal Acts**

**Personal and Advertising Injury** arising out of a criminal act committed by or at the direction of the **Name Insured**.

**D. Electronic Chatrooms Or Bulletin Boards**

**Personal and Advertising Injury** arising out of an electronic chatroom or bulletin board the **Policyholder** hosts, owns, or over which the **Policyholder** exercises control.

**E. Infringement Of Copyright, Patent, Trademark Or Trade Secret**

**Personal and Advertising Injury** arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in **Your Advertisement**, of copyright, trade dress or slogan.

**F. Knowing Violation Of Rights Of Another**

**Personal and Advertising Injury** caused by or at the direction of the **Policyholder** with the knowledge that the act would violate the rights of another and would inflict **Personal and Advertising Injury**.

**G. Material Published Prior To Policy Period**

**Personal and Advertising Injury** arising out of oral or written publication of material whose first publication took place before the beginning of the **Policy Period**.

**H. Material Published With Knowledge Of Falsity**

**Personal and Advertising Injury** arising out of oral or written publication of material, if done by or at the direction of the **Policyholder** with knowledge of its falsity.

**I. Policyholders In Media And Internet Type Businesses**

**Personal and Advertising Injury** committed by a **Policyholder** whose business is:

1. Advertising, broadcasting, publishing or telecasting;
2. Designing or determining content of web-sites for others; or
3. An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs C. 1, 2, and 3 of the definition of **Personal and Advertising Injury** as shown in the DEFINITIONS Section of this Coverage Part.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

**J. Pollution**

Any **Personal and Advertising Injury** arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants** at any time.

**K. Pollution Cleanup Costs**

Any loss, cost or expense arising out of any:

1. Direction, request, demand, order or statutory or regulatory requirement that any **Policyholder** 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
2. 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 effects of **Pollutants**.

**L. Quality Or Performance Of Goods - Failure To Conform To Statements**

**Personal and Advertising Injury** arising out of the failure of goods, products or services to conform with any statement of quality or performance made in **Your Advertisement**.

**M. Unauthorized Use Of Another's Name Or Product**

**Personal and Advertising Injury** arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

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**PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE PART**  
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**N. War**

Any **Personal and Advertising Injury** arising, directly or indirectly, out of:

1. **War**, including undeclared or Civil **War**; or
2. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
3. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or
4. **Terrorism**, including any action taken in hindering or defending against an actual or expected incident of **Terrorism** regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

In the event of any incident of **Terrorism** that is not subject to the **Terrorism** Exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this Coverage Part.

Multiple incidents of **Terrorism** which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership will be considered to be one incident.

**O. Wrong Description Of Prices**

**Personal and Advertising Injury** arising out of the wrong description of the price of goods, products or services stated in **Your Advertisement**.

**SECTION III. LIMITS**

The Limits shown in the Declarations or any endorsements attached to the policy and the rules below are the most **We** will reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** regardless of the number of:

1. **Policyholders**; or
2. Reimbursement requests made by the **Policyholder(s)**; or
3. Persons or organizations making reimbursement requests at the direction of the **Policyholder**.

The Limits will apply to the entire **Policy Period**, regardless of its length.

The **Personal and Advertising Injury** limit stated in the Declarations is the most **We** will reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** because of **Personal and Advertising Injury** sustained by any one person or organization.

All reimbursements by **Us**, shall erode the Combined Aggregate Limit shown in the Declarations or any endorsements attached to the policy. Upon exhaustion of the Combined Aggregate Limit, **We** will have no obligation to make any further reimbursements to the **Policyholder** for any **Damages Paid** by the **Policyholder**.

**SECTION IV. DEFINITIONS**

For the purposes of the coverage provided by this Endorsement, the following definitions are added to the DEFINITIONS Section of the Healthcare General Liability Coverage Part:

**A. Advertisement** means:

A notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

1. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
2. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

**B. Collateral Security** shall mean cash (US legal tender) in immediately available funds, trust account or a clean, irrevocable and unconditional Letter of Credit posted by the **Policyholder** or a representative on behalf of the **Policyholder**.

**PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE PART**  
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**C. Personal and Advertising Injury** means injury, including consequential **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, 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;
6. The use of another's advertising idea in **Your Advertisement**; or
7. Infringing upon another's copyright, trade dress or slogan in **Your Advertisement**.

All other terms, conditions, coverages, and exclusions under the policy are applicable to this endorsement and remain unchanged.

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**SCHEDULE OF FACILITIES AND INSURED  
SHARED LIMITS ENDORSEMENT**

**Policyholder:**

LaVie Care Centers, LLC  
c/o Consulate Health Care  
800 Concourse Parkway S, Suite 200  
Maitland, FL 32751

This Endorsement shall not serve to increase **Our** limits, as described in the **LIMITS** section of the policy.

It is also agreed SECTION V – DEFINITIONS, INSURED, of the **HEALTHCARE GENERAL LIABILITY COVERAGE PART**, and the **HEALTHCARE PROFESSIONAL LIABILITY COVERAGE PART**, are hereby amended to include the following **Facilities** scheduled below. The **Facilities** and **Insureds** scheduled below will each share in the limits provided to the **Policyholder**.

Consulate Health Care, LLC 800 Concourse Parkway, Suite 100 Maitland, FL 32751	FC Investors XXI, LLC 800 Concourse Parkway, Suite 100 Maitland, FL 32751
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A. Coverage under this endorsement applies only to those **Damages Paid** by the **Policyholder** as a result of any **Bodily Injury, Property Damage** or **Medical Incident** at the **Schedule of Facilities and Insureds** listed above and claimed for reimbursement by the **Policyholder** listed on the Declarations or this endorsement subject to all other terms and conditions of this endorsement.

**Our** obligation under this endorsement applies only to the reimbursement of those **Damages Paid** by the **Policyholder** as a result of any **Bodily Injury, Property Damage** or **Medical Incident** at the **Schedule of Facilities and Insureds** listed above and claimed for reimbursement by the **Policyholder** listed on the Declarations or this endorsement subject to all other terms and conditions of this endorsement.

Regardless of the number of **Schedule of Facilities and Insureds** listed in this endorsement or any endorsements attached to the policy, **We** will only reimburse the **Policyholder** listed on the Declarations for those **Damages Paid** by the **Policyholder** subject to all limitations outlined in all Coverage Parts. **Our** obligation under this endorsement applies only to the reimbursement of those **Damages Paid** by the **Policyholder** under the policy. Additionally, this policy will only respond to reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** shown on the Declarations and will not reimburse any other party, any other insured, other entities or any third parties, including but not limited to additional insureds.

Nothing in this endorsement shall be construed to increase **Our** Combined Aggregate Limit set forth in the Policy Declarations or any endorsement attached to the policy which shall remain **Our** maximum liability under this policy and which shall remain our maximum liability for all reimbursements by **Us** to the **Policyholder** for those **Damages Paid** by the **Policyholder**, including payments at the location(s) subject to this endorsement and under the policy.

It is hereby agreed and understood that irrespective of the number of **Schedule of Facilities and Insureds**, all **Schedule of Facilities and Insureds**, shall share in the limits provided to the **Policyholder**. Additionally, It is hereby agreed and understood that this endorsement does not give any **Insureds**, or **Schedule of Facilities**, listed above any **Policyholder** status and this endorsement does not give any **Insureds**, or **Schedule of Facilities** listed above a separate designated general aggregate limits of insurance.

B. Also, With respect to the **Schedule of Facilities and Insureds** listed above, it is hereby understood and agreed that **SECTION I. INSURING AGREEMENT, C. PROVISIONS** has been revised and incorporated into the policy and applicable to the **HEALTHCARE GENERAL LIABILITY COVERAGE PART** and the **HEALTHCARE PROFESSIONAL LIABILITY COVERAGE PART** as reflected below:

**HFF 00 010 07 20**

In order for a reimbursement request to be honored for those **Damages Paid** by the **Policyholder**:

1. A request for reimbursement for those **Damages Paid** by the **Policyholder** because of **Bodily Injury, Property Damage** or **Medical Incident** arising out of an **Occurrence** subsequent to the **Retroactive Date** stated in the Declarations must first be made by the **Policyholder** and received by **Us** in writing prior to the end of the **Policy Period**;
2. The **Policyholder** must have **Paid** such **Damages** during the **Policy Period**;
3. The **Policyholder** must present evidence to **Us** during the **Policy Period** that **Damages** were **Paid** by the **Policyholder** during the **Policy Period**; and
4. The **Policyholder** must have provided **Us** with **Collateral Security** equal to the Combined Aggregate Limit shown in the Declarations or the Combined Aggregate Limit shown on any endorsement attached to the policy and
5. A request for reimbursement must include:
  - a. Injured party;
  - b. Date of loss or injury;
  - c. Description of event;
  - d. Description of injury;
  - e. Loss location name and address; and
  - f. Itemized **Damages** with supporting documentation,
  - g. Evidence of payment, and
6. The **Occurrence** must occur in the **Policy Territory** and arise out of the **Policyholder's** operations.

All reimbursements by **Us**, shall erode the Combined Aggregate Limit (Total Aggregate Limit of Liability) shown in the Declarations or any endorsements attached to the policy. Once this policy expires or the Combined Aggregate Limit is exhausted, no further requests for reimbursement will be accepted and no further reimbursements will be honored under this policy.

- C. If a certificate of insurance issued by **You** based on the schedule listed above, the certificate of insurance must contain the wording exactly as set below without modification.

"The policy is a reimbursement only policy. "Coverage is afforded on a Reimbursement basis for **Damages Paid** and reported to Hudson Excess Insurance Company by the **Policyholder** in accordance with the policy provisions. All reimbursements made to the **Policyholder** including claim expenses and legal and loss adjustment expenses are inside the Combined Aggregate Limit of the policy. The policy will only reimburse the **Policyholder** and will not make payments to any third party, any other party, any other insured, any additional insured, or other entities. The **Policyholder** and its subsidiaries and affiliate organizations shall all share in the Combined Aggregate Limit provided to the **Policyholder**. Any reimbursements to the **Policyholder** are included within and shall reduce the Combined Aggregate Limit of the policy."

- D. **We** shall cancel the policy retroactively to the effective date of the policy, if within ten (10) business days of a request for reimbursement for **Damages Paid** by the **Policyholder** for a **Bodily Injury** or **Property Damage** or **Medical Incident** arising out of the performance of an **Occurrence** or **Professional Services**, the **Policyholder** has not provided **Us** with one hundred percent (100%) **Collateral Security** up to the Combined Aggregate Limit shown in the Declarations or the Combined Aggregate Limit shown on any endorsement attached to this policy (up to a Combined Aggregate Limit of \$3,000,000.00).

Any and all reimbursements to the **Policyholder** for those **Damages Paid** by the **Policyholder** as a result of any **Bodily Injury, Property Damage** or **Medical Incident** on behalf of the **Designated Locations** listed above in this endorsement shall not be exclusive or separate limits of liability. The Combined Aggregate Limit (Total Aggregate Limit of Liability) shown in the Declarations or any endorsements attached to the policy shall be eroded by any and all reimbursements to the **Policyholder** for those **Damages Paid** by the **Policyholder** as a result of any **Bodily Injury, Property Damage** or **Medical Incident** on behalf of the **Designated Locations** listed above in this endorsement.

Once this policy expires or the aggregate limit is exhausted, no further requests for reimbursement will be accepted and no further reimbursements to the **Policyholder** for those **Damages Paid** by the **Policyholder** will be made under this policy.

All other terms, conditions, coverages, and exclusions under the policy are applicable to this endorsement and remain unchanged.



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

**HFF 00 014 07 20**

**ADDITIONAL INSURED ENDORSEMENT**

This Endorsement shall not serve to increase **Our** limits, as described in the **LIMITS** section of the policy.

Additional Insured: Those parties that are required to be named as an additional insured in a written contract with the **Policyholder** entered into prior to the loss or **Occurrence**.

Effective Date: The later of the effective date of this policy or the date on which the written contract was executed, but in no event later than the policy expiration date or applicable earlier termination date of this policy.

It is agreed that the following changes are incorporated into the policy:

The coverage afforded by this policy shall apply to those **Damages Paid** by the **Policyholder** as a result of any **Bodily Injury, Property Damage** or **Medical Incident** on behalf of the additional Insured and claimed for reimbursement by the **Policyholder**, subject to all other terms and conditions of this endorsement.

Coverage under this endorsement applies only as respects a legally enforceable written contract with the **Policyholder** and only for liability arising out of or relating to the **Policyholder's** negligence and only for **Bodily Injury** or **Property Damage** caused by an **Occurrence** or **Medical Incident** under the Healthcare General Liability or Healthcare Professional Liability Coverage Parts not otherwise excluded in the policy to which this endorsement applies.

**Our** obligation under this endorsement applies only to the reimbursement of those **Damages Paid** by the **Policyholder** in excess of any self-insured retention amount payable under the policy. There shall be no coverage afforded to the **Policyholder** until the self-insured retention is satisfied by the **Policyholder**.

It is further agreed that, irrespective of the number of entities named as insureds under this policy, in no event shall the limits of liability exceed the limits of liability designated in the Declarations or any endorsements attached to the policy. The policy will only respond to reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** shown on the Declarations or any endorsements attached hereto, and will not reimburse any other party, any other insured, other entities or any third parties, including but not limited to additional insureds.

All other terms, conditions, coverages, and exclusions under the policy are applicable to this endorsement and remain unchanged.

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

HFF 00 019 07 20

**ADDITIONAL INSURED ENDORSEMENT - SCHEDULED**

This Endorsement shall not serve to increase **Our** limits, as described in the **LIMITS** section of the policy.

Those parties that are required to be named as an additional insured in a written contract with the **Policyholder** entered into prior to the loss or **Occurrence**.

**Additional Insured:**

Heathcote Botanical Gardens 210 Savannah Road Ft. Pierce, FL 34982 Effective Date: December 18, 2019 Termination Date: December 19, 2019	Vitas Healthcare 4980 Tamiami Trail North, Suite #102 Naples, FL 34103
Assistant Secretary for Housing/Federal Housing Commissioner and/or ORIX Real Estate Capital, LLC and each of its respective Successors and/or Assigns 10 West Broad Street, 8th Floor Columbus, OH 43215 Effective Date: February 20, 2020	WO HEALTHCO-3 LLC c/o CBRE Loan Services, Inc. 929 Gessner Road, Suite 1700 Houston, TX 77024  With Respects To:  1615 Miami Road, Fort Lauderdale, FL 518 West Fletcher Avenue, Tampa, FL 2826 Cleveland Avenue, Fort Myers, FL 6700 NW 10 <sup>th</sup> Place, Gainesville, FL 9355 San Jose Boulevard, Jacksonville, FL 1092 West Donegan Avenue, Kissimmee, FL 1120 West Donegan Avenue, Kissimmee, FL 3825 Countryside Boulevard N, Palm Harbor, FL 1507 South Tuttle Avenue, Sarasota, FL 9035 Bryan Dairy Road, Largo, FL
Tech Finance Co., LLC 7077 E. Marilyn Rd. Bldg.3 / Suite 125 Scottsdale, AZ 85254 Equipment Schedule No. 3216-001 Effective Date: June 5, 2020	Sunbelt Rentals, Inc. PO Box 409211 Atlanta, GA 30384 Contract #101483978 *Associated Locations: 4200 Washington Street Hollywood, FL 33021 Effective Date: June 17, 2020
2599 Lauderhill LLC 10800 Biscayne Blvd., Suite 600 Miami, FL 33161	5725 Miami Lakes LLC 10800 Biscayne Blvd., Suite 600 Miami, FL 33161
5901 Tamarac LLC 10800 Biscayne Blvd., Suite 600 Miami, FL 33161	6931 Plantation LLC 10800 Biscayne Blvd., Suite 600 Miami, FL 33161
9400 Kendall LLC 10800 Biscayne Blvd., Suite 600 Miami, FL 33161	Diamond Senior Living, LLC 2 Bethesda Metro Center, Suite 600 Bethesda, MD 20814 Effective Date: October 1, 2019  With Respects to: Hurstbourne Care Center 2200 Stony Brook Drive Louisville, KY 40220

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

**HFF 00 019 07 20**

<p>CCP Golden/ 7470 LLC  c/o Sabra Health Care REIT, Inc.  Attn: Richard K. Matros  18500 Von Karman Avenue, Suite 550  Irvine, CA 92612  Effective Date July 31, 2020</p> <p>With Respects To:</p> <p>611 South 13th Street Operations LLC  D/b/a Fort Pierce Health Care  611 South 13th Street  Ft. Pierce, FL 34950</p>	<p>Key Bank National Association  11501 Outlook Street, Suite 300  Overland Park, KS 66211  Effective Date: September 2, 2020</p> <p>With Respects To:</p> <p>4200 Washington Street  Hollywood, FL 33021</p>
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It is agreed that the following changes are incorporated into the policy:

The coverage afforded by this policy shall apply to those **Damages Paid** by the **Policyholder** as a result of any **Bodily Injury, Property Damage** or **Medical Incident** on behalf of the additional insured and claimed for reimbursement by the **Policyholder**, subject to all other terms and conditions of this endorsement.

Coverage under this endorsement applies only as respects a legally enforceable written contract with the **Policyholder** and only for liability arising out of or relating to the **Policyholder's** negligence and only for **Bodily Injury** or **Property Damage** caused by an **Occurrence** or **Medical Incident** under the Healthcare General Liability or Healthcare Professional Liability Coverage Parts not otherwise excluded in the policy to which this endorsement applies.

**Our** obligation under this endorsement applies only to the reimbursement of those **Damages Paid** by the **Policyholder** in excess of any self-insured retention amount payable under the policy. There shall be no coverage afforded to the **Policyholder** until the self-insured retention is satisfied by the **Policyholder**.

It is further agreed that, irrespective of the number of entities named as insureds under this policy, in no event shall the limits of liability exceed the limits of liability designated in the Declarations or any applicable endorsement attached to the policy. The policy will only respond to reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** shown on the Declarations or any endorsements attached hereto, and will not reimburse any other insured, any other party, other entities or any third parties, including but not limited to additional insureds.

All other terms, conditions, coverages, and exclusions under the policy are applicable to this endorsement and remain unchanged.

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

**HFF 00 026 07 20**

**TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This Endorsement shall not serve to increase **Our** limits, as described in the **LIMITS** section of the policy.

It is agreed that the following changes are incorporated into the policy:

<b>SCHEDULE</b>	
Name of Person or Organizations:	CCP Golden/ 7470 LLC c/o Sabra Health Care REIT, Inc. Attn: Richard K. Matros 18500 Von Karman Avenue, Suite 550 Irvine, CA 92612 Effective Date July 31, 2020  With Respects To:  611 South 13th Street Operations LLC D/b/a Fort Pierce Health Care 611 South 13th Street Ft. Pierce, FL 34950
Endorsement Effective Date:	Per The Above

The CONDITIONS Section of the policy is amended by addition of the following:

**TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition**

**We** waive any right of recovery **We** may have against the person or organization shown in the Schedule above because of reimbursements **We** make to the **Policyholder** for those **Damages** the **Policyholder Paid**. This waiver applies only to the person or organization shown in the Schedule above.

All other terms, conditions, coverages, and exclusions under the policy are applicable to this endorsement and remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HFF 00 028 07 20

## COMMUNICABLE DISEASE EXCLUSION

This Endorsement shall not serve to increase **Our** limits of insurance, as described in the **LIMITS OF INSURANCE** section of the policy.

The following exclusion shall be added to and apply to all SECTIONS and coverage parts of the policy.

**A.** This policy does not apply and **We** will not reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** in connection with any claim against the **Policyholder** arising out of, relating to or resulting from:

1. **Bodily Injury, Property Damage, or Medical Incidents** arising out of, relating to or resulting from:

- a. transmission of a **Communicable Disease** by the **Policyholder** or any person doing any service or work on behalf of **Policyholder**; or
- b. failure by Policyholder to perform services which were either intended to or assumed to prevent **Communicable Disease** or their transmission to others.

This exclusion applies even if the claims against the **Policyholder** alleges negligence or other wrongdoing in the:

- a. supervising, hiring, employing, training or monitoring of others that may be infected with and spread a **Communicable Disease**;
- b. testing for a Communicable Disease;
- c. failure to prevent the spread of the disease; or
- d. failure to report the disease to authorities.

**B. Personal And Advertising Injury Liability** arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against the **Policyholder** alleges negligence or other wrongdoing in the:

- a. supervising, hiring, employing, training or monitoring of others that may be infected with and spread a **Communicable Disease**;
- b. testing for a Communicable Disease;
- c. failure to prevent the spread of the disease; or
- d. failure to report the disease to authorities.

**C. DEFINITIONS** is amended and the following added:

**Communicable Disease(s)** means a contagious disease or illness arising out of or in any manner related to an infectious or biological virus or agent or its toxic products which is transmitted or spread, directly or indirectly, to a person from an infected person, plant, animal or anthropoid, or through the agency of an intermediate animal, host or vector of the inanimate environment or transmitted or spread by instrument or any other method of transmission. **Communicable Disease** shall include, but not be limited to Acquired Immune Deficiency Syndrome (AIDS) or Human Immunodeficiency Syndrome (HIV), Severe Acute Respiratory Syndrome (SARS), West Nile Disease, chicken pox, any type or strain of influenza (including, but not limited to avian flu), legionella, hepatitis, measles, meningitis, mononucleosis, whooping cough, cholera, bubonic plagues and anthrax.

It is agreed that irrespective of the number of insureds or locations under this policy, all reimbursements by the Company, including payments at the location(s) subject to this endorsement, shall erode the Combined Aggregate Limit designated in the Declarations or any endorsements attached hereto.

All other terms, conditions, coverages, and exclusions under the policy are applicable to this endorsement and remain unchanged.

HFF 00 029 07 20

## VIRUS OR BACTERIA EXCLUSION

This Endorsement shall not serve to increase **Our** limits of insurance, as described in the **LIMITS OF INSURANCE** section of the policy.

The following exclusion shall be added to and apply to all SECTIONS and coverage parts of the policy.

**A.** This policy does not apply and **We** will not reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** in connection with any claim against the **Policyholder** arising out of, relating to or resulting from:

1. **Bodily Injury, Property Damage, Medical Incidents or Personal And Advertising Injury Liability** arising out of, relating to or resulting from any **Virus**, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.

This exclusion applies to, but is not limited to, any loss, cost, or expense as a result of:

- a. any contamination by any **Virus**, bacterium, or other microorganism; or
  - b. any denial of access to property because of any **Virus**, bacterium, or other microorganism.
  - c. transmission of a **Virus** by the **Policyholder** or any person doing any service or work on behalf of **Policyholder**; or
  - d. failure by Policyholder to perform services which were either intended to or assumed to prevent the **Virus** or its transmission to others.
2. This exclusion applies even if the claims against the **Policyholder** alleges negligence or other wrongdoing in the:
    - a. supervising, hiring, employing, training or monitoring of others that may be infected with and spread a **Virus**;
    - b. testing for a **Virus**;
    - c. failure to prevent the spread of the **Virus**; or
    - d. failure to report the **Virus** to authorities.
  3. This endorsement also excludes coverage for costs due to cleaning or disinfecting property, consumer behavior due to fear of contagion, and expenses attributed to an absence of infected employees or employees suspected of being infected.

**B. DEFINITIONS** is amended and the following added:

**Virus** means a contagious disease or illness arising out of or in any manner related to an infectious or biological **Virus** or agent or its toxic products which is transmitted or spread, directly or indirectly, to a person from an infected person, plant, animal or anthropoid, or through the agency of an intermediate animal, host or vector of the inanimate environment or transmitted or spread by instrument or any other method of transmission. **Virus** shall include, but not be limited to Acquired Immune Deficiency Syndrome (AIDS) or Human Immunodeficiency Syndrome (HIV), Severe Acute Respiratory Syndrome (SARS), COVID-19, West Nile Disease, chicken pox, any type or strain of influenza (including, but not limited to avian flu), legionella, hepatitis, measles, meningitis, mononucleosis, whooping cough, cholera, bubonic plagues and anthrax.

**C.** The **Virus** or Bacteria exclusion set forth by this endorsement supersedes the terms of any other exclusions referring to pollutants or to contamination with respect to any loss, cost, or expense caused by, resulting from, or relating to any **Virus**, bacterium, or other microorganism that causes disease, illness, or physical distress or that is capable of causing disease, illness, or physical distress.

**D.** The terms of this endorsement, whether or not applicable to any loss, cost, or expense, cannot be construed to provide coverage for a loss, cost, or expense that would otherwise be excluded under the policy to which this endorsement is attached.

It is agreed that irrespective of the number of insureds or locations under this policy, all reimbursements by the Company, including payments at the location(s) subject to this endorsement, shall erode the Combined Aggregate Limit designated in the Declarations or any endorsements attached hereto.

All other terms, conditions, coverages, and exclusions under the policy are applicable to this endorsement and remain unchanged.

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

**HFF 00 030 07 20**

### **EXCLUSION OF CERTIFIED ACTS OF TERRORISM**

This Endorsement shall not serve to increase **Our** limits of insurance, as described in the **LIMITS OF INSURANCE** section of the policy.

The following exclusion shall be added to and apply to all SECTIONS and COVERAGE PARTS of the policy.

**A.** This insurance does not apply to:

#### **TERRORISM**

Any injury, **Occurrence**, or **Damage** arising, directly or indirectly, out of a **Certified Act of Terrorism**.

**B.** The following definitions are added:

1. For the purposes of this endorsement, any injury, **Occurrence**, or **Damage** means any injury, **Occurrence**, or **Damage** covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to any **Bodily Injury, Property Damage, Medical Incident** or injury as may be defined in any applicable Coverage Part.
2. **Certified Act of Terrorism** means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of Terrorism pursuant to the Federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a **Certified Act of Terrorism** include the following:
  - a. The act resulted in Insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
  - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

**C. CERTIFIED ACT OF TERRORISM EXCLUSION**

**We** will not pay for loss or damage caused directly or indirectly by a **Certified Act of Terrorism**. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

It is agreed that irrespective of the number of insureds or locations under this policy, all reimbursements by the Company, including payments at the location(s) subject to this endorsement, shall erode the Combined Aggregate Limit designated in the Declarations or any endorsements attached hereto.

All other terms, conditions, coverages, and exclusions under the policy are applicable to this endorsement and remain unchanged.

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

**HFF 00 031 07 20**

**MOLD, MILDEW, FUNGUS EXCLUSION**

This Endorsement shall not serve to increase **Our** limits of insurance, as described in the **LIMITS OF INSURANCE** section of the policy.

The following exclusion shall be added to and apply to all SECTIONS and coverage parts of the policy.

**A.** This insurance does not apply to:

1. **Bodily Injury, Property Damage, or Medical Incidents** arising out of, relating to or resulting from the actual or alleged existence, exposure, ingestion, inhalation, abatement, testing, monitoring, remediation, **Enclosure**, decontamination, repair or removal of **Mold, Mildew or Fungus** in any form.
2. Any loss, cost, expense or **Damages**, whether actual or alleged, arising out of, relating to, or resulting from **Mold, Mildew or Fungus** that arises from any cause whatsoever, whether caused by any act or omission of the **Policyholder** or any third party, whether caused by chronic water intrusion into the building envelope, whether caused by the presence of water on or in any substance or substrate, whether caused by construction defects, whether caused by any action or inaction of the **Policyholder** or any third party, whether caused by any act of God, or whether caused by any combination of factors.
3. **Bodily Injury, Property Damage, or Medical Incidents**, or repair, replacement, remediation, decontamination or removal of any material or building structure or member arising out of the existence, exposure, ingestion, inhalation, abatement, testing, monitoring, **Enclosure, Microbiological Decontamination**, remediation, repair or removal of any contaminant that causes any alleged chemical sensitivity.

**We** have no duty to defend the **Policyholder**, investigate any **Occurrence**, offense or **Suit** against the **Policyholder**, settle any claim on behalf of the **Policyholder**, or reimburse the **Policyholder** with regard to any **Occurrence**, offense or **Suit** that arises out of any contamination, **Bodily Injury, Property Damage, or Medical Incident** caused by or arising out of the existence of **Mold, Mildew or Fungus** in any form whether the **Mold, Mildew or Fungus** is the sole cause, concurrent cause, partial cause, or contributing cause of any **Damage** or injury claimed. If **You** investigate or defend any such **Occurrence**, offense or **Suit**, **We** have no duty to pay the expenses of the investigation or defense, nor do **We** have any duty to reimburse **You**.

**B.** The following definitions are added to the **DEFINITIONS** section of the policy:

1. **Enclosure** means those procedures and operations required to construct an airtight, impermeable wall, ceiling or other permanent barrier around surfaces contaminated by a material or substance in order to prevent the discharge, dispersal, release or escape of any part of that material or substance.
2. **Microbiological Decontamination** means those activities, procedures or operations required to clean up, detoxify, dilute, remove or abate microorganisms, fungi, bacteria, allergens and other similar matter.
3. **Mold, Mildew or Fungus** means any plant-like group that does not produce chlorophyll and derives food either by decomposing organic matter or by parasitic attachment to living organisms or any substance specifically or commonly referred to as **Mold, Mildew or Fungus**.

It is agreed that irrespective of the number of insureds or locations under this policy, all reimbursements by the Company, including payments at the location(s) subject to this endorsement, shall erode the Combined Aggregate Limit designated in the Declarations or any endorsements attached hereto.

All other terms, conditions, coverages, and exclusions under the policy are applicable to this endorsement and remain unchanged.



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

**HFF 00 033 07 20**

## **ECONOMIC SANCTIONS ENDORSEMENT**

This Endorsement shall not serve to increase **Our** limits of insurance, as described in the **LIMITS OF INSURANCE** section of the policy.

It is agreed that the following changes are incorporated into the policy:

The Company shall not be liable to reimburse the **Policyholder** for those **Damages Paid** by the **Policyholder** or provide any benefit hereunder to the extent that the reimbursement of **Damages** or provision of such benefit would expose the Company, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

All other terms, conditions, coverages, and exclusions under the policy are applicable to this endorsement and remain unchanged.

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

**HFF 00 034 07 20**

**POLICY MAXIMUM COMBINED AGGREGATE LIMIT ENDORSEMENT**

It is hereby understood and agreed that the **Policy Maximum Combined Aggregate Limit** set forth below is the maximum combined aggregate limit of the Company under this Policy (i.e., under all insuring Agreements and Endorsements), for all reimbursements made to the **Policyholder** for those **Damages Paid** by the **Policyholder** as a result of any **Bodily Injury, Property Damage** or **Medical Incident**.

Accordingly, irrespective of the number of **Schedule of Facilities and Insureds, Additional Insureds, or Designated Locations** attached to the policy, all reimbursements made to the **Policyholder** for those **Damages Paid** by the **Policyholder** as a result of any **Bodily Injury, Property Damage** or **Medical Incident** shall erode the **Policy Maximum Combined Aggregate Limit** of \$3,000,000.

**Policy Maximum Combined Aggregate Limit of Liability: \$3,000,000**

All other terms, conditions, coverages, and exclusions under the Policy are applicable to this endorsement and remain unchanged.

**PRIOR ACTS COVERAGE ENDORSEMENT #1**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY NUMBER	CHANGES EFFECTIVE	COMPANY
HFF100154-2002	October 1, 2020	HUDSON EXCESS INSURANCE COMPANY

**POLICYHOLDER**

**LaVie Care Centers, LLC**  
c/o Consulate Health Care, LLC  
800 Concourse Parkway S, Suite 200  
Maitland, FL 32751

In consideration of \$0.00 in additional premium, it is agreed that solely as respects to the following designated location(s) the Limits of Insurance as shown below is the most **We** will reimburse the **Policyholder** for those **Damages** the **Policyholder Paid** as a result of any **Bodily Injury** or **Property Damage** or **Medical Incident** or **Personal Injury** that took place on or after August 1, 2010 but prior to July 1, 2020.

**Designated Locations**

Parkview Healthcare, LLC  
200 Nursing Home Lane  
Pikeville, KY 41501

**Limits**

**GENERAL LIABILITY**

Each Occurrence Limit	\$	Excluded	
General Liability Aggregate Limit	\$	Excluded	Aggregate Limit
Products/Completed Operations	\$	Excluded	Aggregate Limit
Personal and Advertising Injury Limit	\$	Excluded	Any One Person or Organization
Damage To Premises Rented To You Limit	\$	Excluded	Any One Premises
Medical Payments	\$	Excluded	Any One Person
Employee Benefits	\$	Excluded	Each Wrongful Act

**PROFESSIONAL LIABILITY**

Each Medical Incident Limit	\$	250,000	
Professional Liability Aggregate Limit	\$	500,000	Aggregate Limit
<b>PROFESSIONAL LIABILITY</b>	\$	500,000	Combined Aggregate Limit
<b>SELF INSURED RETENTION</b>	\$	0	

**RETROACTIVE DATE: August 1, 2010 to July 1, 2020**

In order for coverage under this endorsement to apply:

1. The **Medical Incident** is caused by an occurrence that takes place in the **Policy Territory**;
2. The **Medical Incident** occurs on or after August 1, 2010 but prior to July 1, 2020;
3. The **Policyholder** paid such **Damages** within twenty-four (24) months from the end of the policy period;

4. A request for reimbursement for **Damages** because of a **Medical Incident** arising out of an **Occurrence** that arises on or after August 1, 2010 but prior to July 1, 2020 stated in the schedule above must first be made by the **Policyholder** to **Us** in writing within twenty-four (24) months from the end of the policy period;
5. A request for reimbursement must include:
  - a. Injured party;
  - b. Date of loss or injury;
  - c. Description of event;
  - d. Description of injury;
  - e. Loss location name and address; and
  - f. Itemized **Damages** with supporting documentation
  - g. Evidence of payment.

It is further understood and agreed that irrespective of the number of insureds or locations under this policy, all payments by the Company, including payments at the location subject to this endorsement, shall erode the Combined Aggregate Limit designated in the Declarations.

All other terms, conditions, coverages, and exclusions under the policy are applicable to this endorsement and remain unchanged.

**POLICY CHANGES ENDORSEMENT #2**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY NUMBER	CHANGES EFFECTIVE	COMPANY
HFF100154-2002	October 1, 2020	HUDSON EXCESS INSURANCE COMPANY

**POLICYHOLDER**

**LaVie Care Centers, LLC  
 c/o Consulate Health Care, LLC  
 800 Concourse Parkway S, Suite 200  
 Maitland, FL 32751**

**DESIGNATED ENTITY – EARLIER NOTICE OF CANCELATION/NONRENEWAL PROVIDED BY US**

This Endorsement shall not serve to increase our Limits, as described in the DECLARATIONS PAGE and LIMITS OF LIABILITY AND DEDUCTIBLE section of the policy.

This endorsement modifies insurance provided under All Applicable Coverage Parts:

**SCHEDULE**

CANCELLATION:	Number of Days Notice: 30/10 Days for Non-Payment
WHEN <b>WE</b> DO NOT RENEW (Nonrenewal)	Number of Days Notice: 30/10 Days for Non-Payment
NAME: Tech Finance Co., LLC Equipment Schedule No. 3216-001	ADDRESS: 7077 E. Marilyn Rd. Bldg.3, Suite 125 Scottsdale, AZ 85254

1. For any statutorily permitted reason other than nonpayment of premium, the number of days required, for notice of cancellation, as provided in the **CONDITIONS** Section of this insurance, or as amended by any applicable state cancellation endorsement to this insurance, is increased to the number of days shown in the **SCHEDULE** above.
2. For any statutory permitted reason other than nonpayment of premium, the number of days required for notice of When **We** Do Not Renew (Nonrenewal), as provided in the **CONDITIONS** Section of this insurance, or as amended by any applicable state When **We** Do Not Renew (Nonrenewal), endorsement applicable to this insurance, is increased to the number of days shown in the **SCHEDULE** above.
3. **We** will mail notice of cancellation or nonrenewal or material limitation of those coverage forms to the person or organization shown in the **SCHEDULE** above. **We** will mail the notice at least the Number of Days indicated above before the effective date of **Our** action.

It is further understood and agreed that irrespective of the number of insureds or locations under this policy, in no event shall the Company's limits of liability exceed the Limits of Liability designated in the Declarations and all payments by the Company shall erode the Combined Aggregate Limit.

All other terms, conditions, coverages, and exclusions under the policy are applicable to this endorsement and remain unchanged.

**POLICY CHANGES ENDORSEMENT #3**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY NUMBER	CHANGES EFFECTIVE	COMPANY
HFF100154-2002	October 1, 2020	HUDSON EXCESS INSURANCE COMPANY

**POLICYHOLDER**

**LaVie Care Centers, LLC**  
c/o Consulate Health Care, LLC  
800 Concourse Parkway S, Suite 200  
Maitland, FL 32751

**DESIGNATED ENTITY – EARLIER NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US**

This Endorsement shall not serve to increase our Limits, as described in the DECLARATIONS PAGE and LIMITS OF LIABILITY AND DEDUCTIBLE section of the policy.

This endorsement modifies insurance provided under All Applicable Coverage Parts:

**SCHEDULE**

CANCELLATION:	Number of Days Notice: 30/10 Days for Non-Payment
WHEN <b>WE</b> DO NOT RENEW (Nonrenewal)	Number of Days Notice: 30/10 Days for Non-Payment
NAME: Key Bank National Association	ADDRESS: 11501 Outlook Street, Suite 300 Overland Park, KS 66211

1. For any statutorily permitted reason other than nonpayment of premium, the number of days required, for notice of cancellation, as provided in the **CONDITIONS** Section of this insurance, or as amended by any applicable state cancellation endorsement to this insurance, is increased to the number of days shown in the **SCHEDULE** above.
2. For any statutory permitted reason other than nonpayment of premium, the number of days required for notice of When **We** Do Not Renew (Nonrenewal), as provided in the **CONDITIONS** Section of this insurance, or as amended by any applicable state When **We** Do Not Renew (Nonrenewal), endorsement applicable to this insurance, is increased to the number of days shown in the **SCHEDULE** above.
3. **We** will mail notice of cancellation or nonrenewal or material limitation of those coverage forms to the person or organization shown in the **SCHEDULE** above. **We** will mail the notice at least the Number of Days indicated above before the effective date of **Our** action.

It is further understood and agreed that irrespective of the number of insureds or locations under this policy, in no event shall the Company's limits of liability exceed the Limits of Liability designated in the Declarations and all payments by the Company shall erode the Combined Aggregate Limit.

All other terms, conditions, coverages, and exclusions under the policy are applicable to this endorsement and remain unchanged.