

Allied Health Professional and Supplemental Liability Policy

CLAIMS MADE DECLARATIONS

NOTICE: COVERAGE A. – PROFESSIONAL LIABILITY APPLIES ON A CLAIMS MADE BASIS. COVERAGE A. APPLIES TO THOSE CLAIMS FIRST MADE AGAINST AN INSURED AND REPORTED TO US DURING THE POLICY TERM OR ANY EXTENDED REPORTING PERIOD. AMOUNTS INCURRED FOR LEGAL DEFENSE SHALL REDUCE THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGEMENTS OR SETTLEMENTS UNDER COVERAGE A.

Certificate Number: 109-1000053
Authority Ref. No.: NA2004 LK01
Named Insured and Address:
 Raymond Adams Jr
 Adams Safety Training
 385 Thrasher Ave
 Livermore, CA 94551-6176

Issued by: Certain Underwriter's at Lloyd's, London
Policy Term:
 Effective Date: 09/20/2007
 Expiration Date: 09/20/2008
 12:01 AM Standard Time at the address of the Named Insured
 Professional Liability Retroactive Date: 09/20/2003

Coverage issued through:
 National Professional Purchasing Group Association, Inc.
 c/o Lockton Companies, Inc.
 P.O. Box 410679
 Kansas City, Missouri 64114-0679

Business Entity:
Professional Services:
Affiliation: American Safety and Health Institute

NOTE: THIS IS A CLAIMS MADE POLICY FOR COVERAGE A. PLEASE READ YOUR POLICY CAREFULLY

COVERAGE	LIMITS		PREMIUM
Coverage A.: Professional Liability and Personal and Advertising Injury	\$ 2,000,000 Each Professional Incident or Offense	\$ 4,000,000 Aggregate	
Coverage B.: Supplemental Liability General Liability Host Liquor Liability Fire/Water Damage Legal Liability	\$ 1,000,000 Each Occurrence (Included) \$ 100,000 Each Occurrence (Included)	\$ 4,000,000 Aggregate	
Coverage C.: Medical Expenses Coverage	\$ 2,000 Each Person	\$ 50,000 Aggregate	
Coverage D., Additional Payments: First Aid Coverage Defendants Reimbursement	\$ 10,000 Each Professional Incident, Offense or Occurrence	\$ 2,500 Aggregate \$ 500 Each Day	
Deposition Fees and Expenses	\$ 5,000 Each Deposition	\$ 5,000 Aggregate	
Damage to Property of Others	\$ 500 Each Occurrence	\$ 5,000 Aggregate	
Deductible: \$ 1,000 per claim	Total Annual Policy Premium 35% minimum earned premium applies		\$ 259.00

In the event of a claim, notice should be sent to:
 Lockton Companies, Inc.
 P. O Box 410679
 Kansas City, MO 64114-0679

Forms and Endorsements Attached at Certificate Issuance:

SLC-3USA , , AIF 2610 (Rev 11/03), NMA 1331 (4/20/61), NMA 1998 (4/24/86), NMA1256 , NMA1477 , NMA 464 , LOL-601 , AHC613 , AHC614 , AHC615 , LOLCERT1
 This insurance is issued pursuant to the Florida Surplus Lines Law. Persons insured by surplus lines carriers do not have the protection of the Florida Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer.

Authorized Signature



Lloyd's Certificate

This Insurance is effected with Certain Underwriters at Lloyd's, London (not incorporated).

This Certificate is issued in accordance with the limited authorization granted to the Correspondent by Certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the office of said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

The Insured is requested to read this Certificate, and if not correct, return it immediately to the Correspondent for appropriate alteration.

The correspondent issuing this Certificate is:

Lockton Risk Services, Inc
P. O. Box 410679
Kansas City, MO 64114-0679

Lloyd's Illinois, Inc
Attorney in Fact for Underwriters at Lloyd's London
115 S. LaSalle Street Chicago, Illinois 60603

CERTIFICATE PROVISIONS

1. **Signature Required.** This Certificate shall not be valid unless signed by the Correspondent on the attached Declaration Page.
2. **Correspondent Not an Insurer.** The Correspondent is not an Insurer hereunder nor shall it be liable for any loss or claim whatsoever. The Insurers hereunder are those Underwriters at Lloyd's, London whose syndicate names can be ascertained as hereinbefore set forth.
3. **Service of Suit.** It is agreed that in the event of failure of the Underwriters to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the Insured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or any State in the United States. In the event of any litigation arising out of insurance assumed hereunder, the Attorney-in-fact named below and the Director of Insurance of the State of Illinois and his successors in office are hereby appointed agents to accept service of process for Underwriters.
4. **Insured's Insolvency.** The insolvency or bankruptcy of the Insured shall not release Underwriters from their obligations under this insurance.
5. **Complaints.** If you have any complaints concerning your insurance, please contact the Correspondent. If he is unable to resolve the matter, you may contact the Attorney-in-Fact. You may also seek the assistance of the Public service section, Illinois Department of Insurance, Springfield, Illinois 62767.
6. **Attached Conditions Incorporated.** This Certificate is made and accepted subject to all provisions, conditions and warranties set forth herein attached, or endorsed, all of which are to be considered incorporated herein.

**Lloyd's Illinois Inc., Attorney in Fact for
Underwriters at Lloyd's London
115 S. LaSalle Street
Chicago, Illinois 60603**

**Allied Health Professional and Supplemental Liability Policy
Claims Made**

IMPORTANT NOTICE

PLEASE READ THIS POLICY IN ITS ENTIRETY. SOME OF THE PROVISIONS CONTAINED IN THIS POLICY RESTRICT COVERAGE, SPECIFY WHAT IS AND IS NOT COVERED AND DESIGNATE RIGHTS AND DUTIES.

Throughout this policy the words “you” and “your” refer to the named **insured** shown in the Declarations. The words “we”, “us” and “our” refer to Underwriters. Other words and phrases that appear in bold print have special meaning as set forth in the DEFINITIONS.

In consideration of the payment of the premium and in reliance upon the information and statements contained in the Application for Insurance, and subject to all of the terms and conditions of this policy, including, without limitation, the Limits of Liability and Exclusions, we agree to provide you with the insurance coverage described herein. In return, you agree to pay the premium, and each **insured** agrees: (1) to perform each duty the **insured** has under this policy; and (2) that this policy contains all agreements relating to this insurance.

This policy applies to medical expenses arising from **bodily injury** and to **claims** or **suits** arising out of or resulting from **professional incidents**, offenses committed or **occurrences** in the **policy territory** during the **policy term**.

I. WHAT THIS POLICY COVERS

A. Professional Liability

This insurance applies to **claims** or **suits** first made and reported during the **policy term** or applicable Extended Reporting Period. A **claim** or **suit** will be deemed to have been made when notice of such **claim** or **suit** is received and recorded by any **insured**, our authorized agent, or by us, whichever comes first. All **claims** resulting from a **professional incident** or **personal and advertising injury** will be deemed to have been made at the time the first of those **claims** is made against any **insured**. We agree with you as follows:

1. Subject to the Limits for Professional Liability specified in the Declarations we will pay on behalf of the **insured** all amounts the **insured** becomes legally obligated to pay as **damages** and **claims expenses** resulting from a **professional incident**. The **professional incident** must take place on or after the **retroactive date** and before the end of the **policy term**.

2. Personal and Advertising Injury Liability

Subject to the Limits for Professional Liability specified in the Declarations we will pay on behalf of the **insured** all amounts that the **insured** becomes legally obligated to pay as **damages** and **claims expenses** as a result of **personal and advertising injury** to which this insurance applies.

This insurance applies to **personal and advertising injury** caused by an offense arising out of the **insured's** business that takes place on or after the **retroactive date** and before the end of the **policy term**.

B. Supplemental Liability

1. General Liability

Subject to the Limits for Supplemental Liability specified in the Declarations we will pay on behalf of the **insured** all amounts the **insured** becomes legally obligated to pay as **damages** as a result of **bodily injury** or **property damage** to which this insurance applies caused by an **occurrence** in the operation of the **insured's** business.

2. Host Liquor Liability

Subject to the Limits for Supplemental Liability specified in the Declarations we will pay on behalf of the **insured** all amounts the **insured** becomes legally obligated to pay as **damages** because of **bodily injury** or **property damage** arising out of the giving or serving of alcoholic beverages at functions incidental to the **insured's** business, providing the **insured** is not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages.

This coverage will not apply to liability imposed because of a violation of a statute, ordinance or regulation pertaining to the manufacturing, sale, gift, distribution or use of any alcoholic beverage including the selling, serving or giving of any alcoholic beverage to a minor.

3. Fire and Water Damage Legal Liability

Subject to the Limits for Supplemental Liability specified in the Declarations we will pay up to \$100,000 the **insured** is legally obligated to pay for **property damage** to structures or portions thereof rented or leased by the **insured**, including fixtures permanently attached thereto, if such **property damage** arises out of fire; discharge, leakage or overflow of water or steam from a plumbing, heating, refrigeration or air conditioning system; or rain which enters directly into the building through open doors, windows, skylights, transoms, or ventilators. This insurance is excess over any collectible property insurance specifically written as primary insurance providing **property damage** coverage to the **insured**, including any deductible portion of that insurance, and does not include personal property.

The **property damage** must involve structures in which the **insured's professional services** are being provided for this coverage to apply.

C. Medical Expenses Coverage

1. We will pay, regardless of fault, for necessary medical expenses incurred for **bodily injury** within a 3 year period from the date of an accident:
 - a. Arising out of a condition on **your premises** or immediately adjoining approaches; or
 - b. Arising from **professional services** provided by an **insured**

The most we will pay for medical expenses is \$2,000 Each Person subject to a \$50,000 Aggregate in any single **policy term**.

This coverage is provided on condition that the injured person or someone on their behalf shall give us written proof of such necessary medical expenses, under oath if required. If we request, the injured person shall execute authorization to enable us to obtain medical reports and copies of records. The injured person will also submit to physical examinations by physicians selected by us. The examinations will be made when, and as often, as we may reasonably require. We may directly pay the injured person or organization rendering the services; however, payment will not imply an admission of liability. Each payment will reduce the amount payable for such **bodily injury** if liability is later established.

2. We will not pay under this extension of coverage for **bodily injury**:
 - a. Resulting from operations performed for any **insured** by independent contractors except for maintenance and repair of **your premises** or structural alterations at **your premises** that do not change the size or involve the moving of buildings or other structures.
 - b. To any person while engaged in maintenance and repair, alteration, demolition or new construction at **your premises**.
 - c. To any person included within the definition of **insured**.
 - d. To any tenant if **bodily injury** occurs on that part of the premises rented to the tenant by you.
 - e. To any **insured's** employees or the employees of the tenants or residents of **your premises** if the **bodily injury** arises out of and in the course of employment.
 - f. Resulting from selling, serving or giving any alcoholic beverages, unless the **bodily injury** occurs on **your premises**.
 - g. To any person practicing, instructing or participating in any physical training, sports, athletic activity or contest whether on a formal or informal basis.
 - h. That results in Medical Expenses for any health service or treatment performed by any **insured**

D. Additional Payments

Underwriters will pay, in addition to the applicable Limits of Liability:

1. Defendant's Reimbursement

We will pay expenses incurred by any **insured**, including loss of time, as a result of being a defendant or co-defendant in a civil **suit** seeking **damages** arising from a **professional incident**, offense or **occurrence** to which this insurance applies. These amounts must result from an **insured** attending a trial, **suit** or arbitration proceeding at our request. The maximum we will pay for these expenses resulting from any one or more trials, hearings or proceedings arising out of the same **professional incident**, offense or **occurrence** is \$500 Each Day, up to a total of \$10,000 Each **Professional Incident**, Offense or **Occurrence**.

2. Deposition Fees and Expenses

We will pay up to \$5,000 for all reasonable fees and expenses necessary to represent the **insured** at each deposition that the **insured** is required to attend, arising out of the operation of your business or performance of your **professional services**. This payment does not apply to any deposition where the **insured** is acting as a paid expert.

The total amounts under Deposition Fees and Expenses shall not exceed \$25,000 during any one **policy term**.

3. Damage to Property of Others

We will pay up to \$500 for each **occurrence**, subject to a \$5,000 Aggregate in any single **policy term**, for **property damage** to property of others arising from **your premises**, your business activities or **professional services**, caused by the **insured**. The **insured** does not need to be legally liable for this payment.

Under this coverage we will not pay for damage to property of others:

- a. Caused intentionally by anyone defined as an **insured** who has reached the age of majority in your State;
- b. Who are tenants of, or residents in, **your premises**; or
- c. Arising out of the ownership, use, maintenance or entrustment to others of an **automobile, mobile equipment, boat or aircraft**.

II. EXCLUSIONS

A. This insurance does not apply to:

1. Any dishonest, fraudulent, criminal or malicious act or omission of any **insured**. This exclusion does not apply to an **insured** if a judgment or final adjudication determines such **insured's** act or omission is not a violation of law.
2. A **professional incident, bodily injury or property damage** expected or intended from the standpoint of any **insured**. This exclusion does not apply to situations where reasonable force is used to protect persons or property.
3. **Claims or suits** brought by or on behalf of any **insured** under this policy against any other **insured** under this policy. This exclusion does not apply if such **claim or suit** results from services rendered in a patient or client relationship.
4. **Claims or suits** brought by or on behalf of any person employed by any **insured**, any person who had been employed by any **insured** or any person seeking employment with any **insured** alleging any act or omission by any **insured** with respect to the hiring, termination, compensation, or the tenure, term, condition, benefits or privilege of employment of any such person.
5. Any obligation under a Workers' Compensation, Disability Benefits or Unemployment Compensation law or any similar law, including the Migrant and Seasonal Agricultural Worker Protection Act (29 USC 1801 – 1872) or any amendment to that law.

6. **Bodily injury** to:

- a. The **insured's** employee arising out of and in the course of:
 - i. Employment by the **insured** or
 - ii. Performing duties related to the conduct of the **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 whether the **insured** may be liable as an employer or in any other capacity and to any obligation to share **damages** with or repay someone else who must pay **damages** because of the injury.

This exclusion does not apply to a **claim** or **suit** resulting from immediate medical or surgical care given to an employee after the injury, and/or to a medical incident arising from the **insured's professional services** to an employee.

- 7. Liability assumed by any **insured** under any contract or agreement. This exclusion does not apply to:
 - a. Liability the **insured** would have in the absence of such contract or agreement;
 - b. Liability assumed under a contract with a Health Maintenance Organization, Preferred Provider organization, Independent Practice Association, or any other similar organization; but only for such liability that is attributed to the negligence of the **insured**; or
 - c. A warranty of fitness or quality of any therapeutic agents or supplies the **insured** furnished in the course of providing **professional services**.
- 8. The ownership, maintenance, operation, use, entrustment to others, loading or unloading of any **automobile, mobile equipment**, watercraft or aircraft owned or operated by, or rented, or loaned to any **insured**, or any other **automobile, mobile equipment**, watercraft or aircraft operated by any person.
- 9. War, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.
- 10. Nuclear reaction, radiation or contamination, regardless of the cause.
- 11. The **insured's** duties as a proprietor, owner, superintendent, director, partner, manager, administrator or executive officer of any hospital, nursing home, medical clinic, health maintenance organization, managed care facility, sanitarium, or any other facility with bed and board arrangements, and any facility not specified in the Declarations or endorsement thereto.
- 12. Physical abuse, threatened abuse, sexual abuse or sexual harassment, immoral or sexual behavior, whether or not intended to lead to, or culminating in any physical or sexual act, whether caused by, or at any **insured's** instigation, or omission, or that of any **insured's** employees, or anyone in the **insured's** care or under the **insured's** responsibility or any other persons.

However, notwithstanding the foregoing, we will defend a **claim** or civil **suit** alleging such acts that any **insured** denies, and seeking **damages** that would be covered by this policy if this exclusion did not apply. Although we will not pay for the **damages**, we will pay **claims expenses** up to \$2,500 each **claim**. However, our duty to defend will cease upon admission of

guilt by any **insured**, or a judgment or final adjudication adverse to any **insured**. We will have no obligation to appeal any such judgment or adjudication.

13. The **products hazard** or **completed operations hazard**.
14. The **explosion hazard** **collapse hazard** or **underground property damage hazard**
15. Property you own, rent, or occupy; property that has been loaned to you; or personal property in the care, custody, or control of any **insured**
16. **Your products** arising out of the use of such products or any part of such products.
17. The withdrawal, inspection, repair, replacement, or loss of use of **your products** or work performed by you or on your behalf after such products or work have been put to use by any person or organization other than you.
18. Any **insured's** actions or omissions:
 - a. As a licensed or certified:
 - i. Nurse anesthetist or nurse midwife;
 - ii. Physician or surgeon;
 - iii. Emergency medical technician; or
 - iv. Psychiatrist.
 - b. As an allied health student or unlicensed or uncertified allied health professional who is not under the direct supervision of a physician, nurse or other licensed or certified allied health professional, or a teacher, or who is not employed at a hospital, or other licensed health care provider.
 - c. While providing services for which the **insured** is not certified or licensed or while such certification or license is lapsed, suspended or revoked.
19. Actual or alleged:
 - a. **Anti-trust law** violation; or
 - b. Agreement or conspiracy to restrain trade.

This exclusion does not apply to **claims** or **suits** arising from the **insured's** activity as a member of any committee, panel, or board which provides underwriting or claims advice or recommendations, provided the **insured's** activity is within the scope of the committee's, panel's, or board's established guidelines.

20. **Claims** or **suits** arising out of **professional services** provided to **professional athletes** whose income exceeds \$100,000 annually.
21. **Claims** or **suits** arising out of **professional services** provided in **nursing homes, assisted living housing or independent living housing** facilities.

22. **Claims or suits** or fines or penalties or other expense arising from or in connection with any violation of the Health Insurance Portability and Accountability Act (“HIPPA”).

B. This insurance does not apply to **personal and advertising injury**:

1. 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**;
2. Arising out of oral or written publication of material, if done by or at the direction of the **insured** with knowledge of its falsity;
3. Arising out of oral or written publication of material whose first publication took place before the beginning of the **policy term**;
4. For which the **insured** 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;
5. Arising out of a breach of contract, except an implied contract to use another’s advertising idea in your **advertisement**;
6. Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in any **insured’s advertisement**;
7. Arising out of the wrong description of the price of goods, products or services stated in any **insured’s advertisement**; or
8. Committed by an **insured** whose business is advertising, broadcasting, publishing or telecasting.

C. This insurance does not apply to any loss, cost or expense:

1. Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any **insured**;
2. Arising out of any 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
3. Arising out of any **claim** or **suit** by or on behalf of a governmental authority for **damages** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of **pollutants**.

III. WHO IS AN **INSURED** UNDER THE POLICY

Each of the following is an **insured** under this policy;

- A. The individual, sole proprietorship, or partnership designated in the Declarations.
- B. The organization or business entity designated in the Declarations including any owner, officer, director, trustee or stockholder, but only while acting within the course and scope of their duties as such.
- C. Any employee of the **insured**, but only while acting on behalf of the **insured** and within the scope of the employee’s duties as such, or for acts performed by such employee as a **Good Samaritan** during the employee’s term of employment with the **insured**.

- D. Any volunteer, but solely while acting within the scope of the volunteer's duties for and on behalf of the **insured**.
- E. A locum tenens with whom the **insured** has contracted to provide substitute **professional services**, but only while acting within their duties for and on behalf of the **insured**. During the period of replacement, the person for whom the locum tenens is substituting shall not be an **insured** under this policy.

IV DEFENSE AND SETTLEMENT

- A. We have the right and duty to defend any **claim** or **suit** to which this insurance applies, even if any of the charges are groundless, false or fraudulent. We will investigate and settle any **claim** or **suit** as we feel appropriate, but shall not commit the **insured** to any settlement without your consent. If you refuse to consent to any reasonable settlement recommended by Underwriters and elect to continue any legal proceedings in connection with such **claim** or **suit**, we or you may request that the matter be arbitrated in accordance with the rules of the American Arbitration Association. The arbitrator will decide whether your consent has been unreasonably withheld. The arbitrator's decision will be binding. If the arbitrator rules in our favor, the ruling will be deemed to be your consent where permitted by law. Each party will share the incurred expenses of arbitration except that we will bear the expense of the arbitrator. If the arbitrator rules in your favor, we will pay, subject to the applicable Limits of Liability, for all **claims expenses** and **damages**.
- B. The **insured** shall not admit liability, assume any obligations, incur any costs, charges, or expenses or enter into any settlement without our prior written consent.
- C. Our payment of the Limit of Liability ends our duty to defend or settle.
- D. We have no duty to defend any **claim** or **suit** not covered by this policy.
- E. **Claims expenses** for Coverage A. are subject to the Professional Liability and Personal & Advertising Injury Limits specified in the Declarations. **Claims expenses** for Coverage B. are in addition to the applicable Limits of Liability, except for those **claims expenses** subject to Exclusion A.12.

V. LIMITS OF LIABILITY

A. Professional Liability

1. Each **Professional Incident**

The Each **Professional Incident** or Offense Limit of Liability indicated in the Declarations is the most we will pay for **claims expenses** and **damages** arising out of any one **professional incident** or offense. The Limit applies regardless of the number of **insureds** covered, **claims** made or **suits** brought under this policy.

2. Aggregate

The Aggregate Limit of Liability indicated in the Declarations is the most we will pay for **claims expenses** and **damages** regardless of the number of **insureds** covered or **claims** made or **suits** brought under this policy for each **policy term**.

B. Supplemental Liability

1. Each Occurrence

The Each **Occurrence** Limit of Liability indicated in the Declarations is the most we will pay for all **bodily injury** or **property damage** arising out of any one **occurrence**. The Limit applies regardless of the number of **insureds** covered or **claims** made or **suits** brought under this policy.

2. Aggregate

The Aggregate Limit of Liability indicated in the Declarations is the most we will pay for all **bodily injury** or **property damage** regardless of the number of **insureds** covered or **claims** made or **suits** brought under this policy for each **policy term**.

C. Medical Expenses

1. Each Person

The Each Person Limit of Liability indicated in the Declarations is the most we will pay for necessary medical expenses incurred by any one person as a result of **bodily injury** covered under the Medical Expenses Coverage of this policy.

2. Aggregate

The Aggregate Limit of Liability indicated in the Declarations is the most we will pay for all necessary medical expenses incurred during the **policy term** regardless of the number of **claims** made under the Medical Expense Coverage part of this policy.

The Limits of Liability in this policy apply separately to each consecutive annual **policy term** and to any remaining period of less than 12 months, starting with the beginning of the **policy term** shown in the Declarations.

VI DEFINITIONS

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 purposes of this definition:

- 1.** notices that are published include material placed on the internet or disseminated through similar electronic means of communication and;
- 2.** regarding web sites, only that part of a web site that relates to the **insured’s** goods, products or services for the purposes of attracting customers or supporters is considered an **advertisement**.

B. “Anti-trust law” means those laws listed in:

- 1.** Title 15, Section 12, of the United States Code;
- 2.** The Federal Trade Commission Act; and
- 3.** Any similar state law.

- C. **“Assisted living housing” and / or “independent living housing”** means any residential apartment, home, condominium or other dwelling wherein an individual or group(s) of individuals receive personalized supportive services and health care designed to meet the needs of those who need help with activities of daily living.
- D. **“Automobile”** means a land motor vehicle, trailer or semitrailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include **mobile equipment**.
- E. **“Bodily injury”** means bodily injury, sickness or disease, mental anguish, psychological injury or emotional distress sustained by any person, which occurs during the **policy term**, including death from any of these at any time.
- F. **“Civil investigation”** means an investigation relating to private rights and remedies, and legal actions involving these. **Civil investigation** does not include any criminal proceedings.
- G. **“Claim”** means a demand for money or services. **Claim** also means a filing of a **suit** or the starting of arbitration proceedings naming an **insured** and alleging **bodily injury, property damage or personal and advertising injury**.
- H. **“Claims expenses”** means reasonable and necessary fees charged by an attorney we designate, and all other costs and expenses, including interest on that part of any judgment that does not exceed the Limit of the **insured's** coverage. These expenses must be incurred by us, or by the **insured** with our prior written consent.

Claims expenses do not include:

Salary charges of the **insured's** regular employees or Company officials;

1. Fees and expenses of independent adjusters; or
 2. The following expenses payable under section I.D.:
 - a. Defendant’s Reimbursement; and
 - b. Deposition Fees and Expenses.
- I. **“Collapse Hazard”** includes structural **property damage** as defined herein and **property damage** to any other property at any time resulting therefrom. Structural **property damage** means the collapse of or structural injury to any building or structure due to:
1. Grading of land, excavating, borrowing, filling, back-filling, tunneling, pile driving, cofferdam work or caisson work; or
 2. Moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof.
- J. **“Completed operations hazard”** includes **bodily injury** and **property damage** arising out of operations performed by you or on your behalf, or the reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury** or **property damage** occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to you. “Operations” include material, parts or equipment furnished in connection therewith.

1. "Operations" shall be deemed completed at the earliest of the following times:
 - a. When all operations to be performed by you or on your behalf under the contract have been completed;
 - b. When all operations to be performed by you or on your behalf at the site of the operations have been completed; or
 - c. When the portion of the work from which the **bodily injury** or **property damage** arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service, maintenance work, correction, repair or replacement because of any defect of deficiency, but which are otherwise complete, shall be deemed completed.

2. The **completed operations hazard** does not include **bodily injury** or **property damage** arising out of:
 - a. Operations in connection with the transportation of property, unless the **bodily injury** or **property damage** arises out of a condition in or on a vehicle created by the loading or unloading thereof; or
 - b. The existence of tools, installed equipment or abandoned or unused material.

K. "**Damages**" means a monetary judgment award or settlement, provided always that **damages** does not include punitive or exemplary **damages**, fines or penalties, the return of fees or other consideration paid to the **insured**, or the portion of any award or judgment caused by multiplication of actual **damages** whether imposed by law or otherwise.

L. "**Explosion hazard**" includes **property damage** arising out of blasting or explosion. The **explosion hazard** does not include **property damage**:

1. Arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment; or
2. Arising out of operations performed for the **insured** by independent contractors.

M. "**Good Samaritan**" means your employee while providing **professional services** in an emergency situation for which remuneration is neither expected nor received.

N. "**Insured**" means any individual or organization qualifying as an **insured** under the "WHO IS AN **INSURED** UNDER THIS POLICY" provision of this form.

O. "**Mobile equipment**" means a land motor vehicle, whether or not self propelled, that is not subject to motor vehicle registration, and is:

1. Used primarily on **your premises**; or
2. Designed principally for off road use.

P. "**Occurrence**" means an accident, including continuous or repeated exposure to substantially the same general conditions, which results in **bodily injury** or **property damage**, neither expected nor intended from the standpoint of any **insured**.

- Q. “Nursing home”** means a residence or dwelling that provides a room, meals, and help with activities of daily living and recreation for residents who have physical or mental problems that keep them from living on their own and who require daily assistance.
- R. “Personal and advertising injury”** means injury, including consequential 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 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 of material that violates a person’s right of privacy;
 6. The use of another’s advertising idea in your **advertisement**; or
 7. Infringement upon another’s copyright, trade dress or slogan in your **advertisement**.

Any such offense together with all related offenses shall be considered one offense and is subject to the same Limit of Liability.

- S. “Policy term”** means the period that begins at 12:01 A.M. on the Effective Date of this policy and ends at 12:01 A.M. on the policy Expiration Date as set forth in the Declarations, or on its earlier termination date, if applicable.
- T. “Policy territory”** means anywhere in the world, provided that the **claim** or **suit** is brought in the United States of America, its territories or possessions, or Canada.
- U. “Pollutants”** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- V. “Products hazard”** includes **bodily injury** and **property damage** arising out of **your products** or the reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury** or **property damage** occurs away from premises owned by or rented to any **insured** and after physical possession of such products has been relinquished to others. Equipment specifically designed, made or altered by any **insured** for a patient or client in the performance of your **professional services** or conduct of business shall not be included in the **products hazard**.
- W. “Professional athlete”** means an individual or group(s) of individuals who has or have received pay of \$100,000 or more, either as employees or independent contractors, from a professional sports organization, club or team for performance of athletic activities within the past 36 months or is or are likely to be paid by a professional sports organization, club or team in the future.

- X. **“Professional incident”** means any negligent act, error, or omission in the providing of or failure to provide **professional services** by any **insured**, including **professional services** as a **Good Samaritan**. This includes the **insured's** responsibility for anyone acting under the **insured's** direction or control. Any such act or omission together with all related acts or omissions shall be considered one incident and be subject to the same Limit of Liability.
- Y. **“Professional services”** means those services for which the **insured** is certified, licensed, trained, being trained, or is otherwise qualified to provide within the allied health field specified in the Application and approved by us for coverage. **Professional services** also means the **insured's** services as a member of a formal accreditation, standards review or similar professional board or committee related to the **insured's** specified allied health care field.
- Z **“Property damage”** means:
1. Physical injury to or destruction of tangible property which occurs during the **policy term**, including the loss of use thereof at any time resulting therefrom; or
 2. Loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an **occurrence** during the **policy term**.
- AA. **"Retirement"** means your complete withdrawal from the practice of your **professional services**.
- BB. **"Retroactive Date"** means the date specified as the **Retroactive Date** in the Declarations. If no **retroactive date** is shown in the Declarations, then the **retroactive date** will be the same as the policy Effective Date.
- Coverage A. shall only apply to **professional incidents** and offenses that are committed on or after the **retroactive date**.
- CC. **“Suit”** includes lawsuit and arbitration proceedings to which the **insured** is required to submit or to which the **insured** has submitted with Underwriters’ consent.
- DD. **“Underground property damage hazard”** includes underground **property damage** as defined herein and **property damage** to any other property at any time resulting therefrom. **Underground Property Damage** means **property damage** to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water. The **underground property damage hazard** does not include **property damage** arising out of operations performed for any **insured** by independent contractors.
- EE. **“Your premises”** means that part of any premises, structure or grounds used by you in the course of providing your **professional services** and used at your direction and with your permission.
- FF. **“Your products”** means goods or products manufactured, sold, handled, distributed or disposed of by you or by others trading under your name, including containers, materials, parts and equipment furnished in connection with such goods or products. **“Your products”** includes:
1. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **“your products”**; and
 2. The providing or failing to provide warnings or instructions.
- VII. GENERAL CONDITIONS

A. PREMIUM

All premium charges under this policy will be computed according to our rules and rating plans that apply at the time of the charge. Premiums for this policy are payable to us or our authorized representative in advance. The first premium is due on the Effective Date of coverage.

B. DUTIES IN THE EVENT OF A CLAIM OR SUIT

- 1.** If there is a **claim** or **suit**, or the **insured** reasonably thinks there may be, the **insured** must see to it that we are notified as soon as practicable. To the extent possible, notice must include:
 - a.** A description of the specific **professional incident**, offense or **occurrence**;
 - b.** The injury or damage which has or may result from the **professional incident**, offense or **occurrence**; and
 - c.** The circumstances by which the **insured** first became aware of such **professional incident**, offense or **occurrence**.
- 2.** If a **claim** or **suit** is received by any **insured**, the **insured** must:
 - a.** Immediately record the specifics of the **claim** or **suit** and the date received; and
 - b.** Notify us as soon as practicable.
- 3.** The **insured** must see to it that we receive written notice of the **claim** or **suit** as soon as practicable.
- 4.** The **insured** must:
 - a.** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the **claim** or **suit**;
 - b.** Authorize us to obtain records and other information;
 - c.** Cooperate with us in the investigation, settlement or defense of the **claim** or **suit**; and
 - d.** Assist us, upon our request, in the enforcement of any right against any entity which may be liable to you because of injury or **damages** to which this insurance may also apply.
- 5.** As respects Defendants Reimbursement, the **insured** must give us or any of our authorized representatives written notice as soon as practicable following the last date of expense. This notice shall contain sufficient detail to identify the **insured** and all reasonably obtainable information regarding the time, place and circumstances of the expense. The identity of the court and all parties to the action before the court must also be included.
- 6.** The **insured** will not, except at the **insured's** own cost, voluntarily make any payment, assume any obligation, or incur any expense without our prior written consent.

C. SEPARATION OF INSUREDS

Except with respect to the Limits of Liability, and any rights or duties specifically assigned to you, this insurance applies:

1. As if each **insured** were the only person or organization named; and
2. Separately to each **insured** against whom a **claim** or **suit** is made.

D. OTHER INSURANCE

If there is other valid insurance, including primary, excess, contingent, patient compensation or similar fund, self insurance, including deductible amounts thereof, which may apply to a loss, **claim** or **suit** covered by this policy, the insurance provided herein shall be deemed excess over and above all other available and applicable amounts.

When this insurance is excess, we shall have no duty under this policy to defend any **claim** or **suit** that any other party has a duty to defend. If such other party refuses to defend such **claim** or **suit**, we shall be entitled to the **insured's** rights against all other such parties for any defense costs we incur.

When both this insurance and other insurance, including primary, excess, contingent, patient compensation or similar fund, self insurance, including deductible amounts thereof, apply to the loss on the same basis, we shall not be liable under this policy for a greater proportion of the loss or defense costs than the applicable Limits of Liability under this policy bears to the total applicable Limits of insurance and amounts of all valid and collectible monies available against such loss. Subject to the foregoing, if a loss occurs involving two or more insurers, or similar parties as elsewhere listed under this Condition, each of which provides that its insurance or applicable funds shall be excess, then we will contribute no more than our percentage of the total amount of insurance and applicable funds covering the loss, less any applicable deductible.

E. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any **insured** has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The **insured** must do nothing after a loss to impair those rights.

F. LEGAL ACTION AGAINST US

No entity has a right under this policy:

1. To join us as a party or otherwise bring us into a **claim** or **suit** against any **insured**, or
2. To sue us in connection with this insurance unless all of the policy terms have been complied with fully.

An entity may sue us to recover after an agreed settlement or on a final judgment against any **insured**. However, we will not be liable for amounts that are not payable under the terms of this policy or that are in excess of the applicable Limit of Liability.

G. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

H. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our prior written consent except in the case of an individual **insured's** death.

If that **insured** dies, their rights and duties will be transferred to their legal representative but only while acting within the scope of duties as the **insured's** legal representative. Until that legal representative is appointed, anyone having proper temporary custody of that **insured's** property will have that **insured's** rights and duties but only with respect to that property.

I. REPRESENTATIONS

By accepting this policy, you agree that:

1. The statements in the Declarations are accurate and complete;
2. Those statements are based upon your statements in the application and the representations you made to us; and
3. We have issued the policy in reliance upon your representations.

J. BANKRUPTCY

Your bankruptcy or insolvency, or the bankruptcy or insolvency of your estate will not relieve us of our obligations under this policy.

K. WHEN WE DO NOT RENEW

If we decide not to renew this policy, we will mail or deliver to the first named **insured** specified in the Declarations written notice of the nonrenewal which meets the regulatory requirements of the state in which you are located and in which this policy applies.

If notice is mailed, proof of mailing will be sufficient proof of notice.

L. CANCELLATION

1. You may cancel this policy by mailing or delivering to us prior written notice of cancellation stating when such cancellation is to take effect.
2. We may cancel this policy by mailing or delivering to the first named **insured** specified in the Declarations written notice that meets the regulatory requirements of the state in which you are located and in which this insurance applies.
3. We will mail or deliver our notice to the last mailing address known to us.
4. Our notice of cancellation will state the effective date of cancellation. The **policy term** will end on that date.
5. If this policy is cancelled by the **insured** we will send the first named insured specified in the Declarations any unearned premium calculated on a short-rate basis subject to a minimum earned premium of 35% of the annual premium shown in the Declarations subject to the Short Rate Cancellation Table.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

7. Short Rate Cancellation Table

Notwithstanding anything to the contrary contained herein and in consideration of the premium for which this Insurance is written it is agreed that in the event of cancellation thereof by the Assured the Earned Premium shall be computed as follows:

a. For insurances written for one year:

Days Insurance in Force		Per cent. of One Year Premium	Days Insurance in Force		Per cent. of One Year Premium
1 - 91	(3 months)	35	215 - 218		68
92 - 94		36	219 - 223		69
95 - 98		37	224 - 228		70
99 - 102		38	229 - 232		71
103 - 105		39	233 - 237		72
106 - 109		40	238 - 241		73
110 - 113		41	242 - 246	(8 months)	74
114 - 116		42	247 - 250		75
117 - 120		43	251 - 255		76
121 - 124	(4 months)	44	256 - 260		77
125 - 127		45	261 - 264		78
128 - 131		46	265 - 269		79
132 - 135		47	270 - 273	(9 months)	80
136 - 138		48	274 - 278		81
139 - 142		49	279 - 282		82
143 - 146		50	283 - 287		83
147 - 149		51	288 - 291		84
150 - 153	(5 months)	52	292 - 296		85
154 - 156		53	297 - 301		86
157 - 160		54	302 - 305	(10 months)	87
161 - 164		55	306 - 310		88
165 - 167		56	311 - 314		89
168 - 171		57	315 - 319		90
172 - 175		58	320 - 323		91
176 - 178		59	324 - 328		92
179 - 182	(6 months)	60	329 - 332		93
183 - 187		61	333 - 337	(11 months)	94
188 - 191		62	338 - 342		95
192 - 196		63	343 - 346		96
197 - 200		64	347 - 351		97
201 - 205		65	352 - 355		98
206 - 209		66	356 - 360		99
210 - 214	(7 months)	67	361 - 365	(12 months)	100

b. For Insurances written for more or less than one year:

1. If insurance has been in force for 12 months or less, apply the standard short rate table for annual insurances to the full annual premium determined as for an insurance written for a term of one year.
2. If insurance has been in force for more than 12 months:
 - (a) Determine full annual premium as for an insurance written for a term of one year.
 - (b) Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata Earned Premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the insurance was originally written.
 - (c) Add premium produced in accordance with items (a) and (b) to obtain Earned Premium during full period insurance has been in force.

M. OVERLAP OF INSURANCE

If more than one coverage or Coverage Part of this policy applies to the same **professional incident**, offense, or **occurrence**, we will not, for any reason, pay more than once for the same element of loss.

N. MATERIAL CHANGES IN EXPOSURE

1. Changes in Control

If you consolidate with or merge into, or sell all or substantially all of your assets to any other entity or group of entities, or if any entity or group of entities acquires an amount of your outstanding securities representing more than 50% of the voting power for the election of your Directors, you must notify Underwriters, in writing, within 30 days of the effective date of the consolidation, merger, or other such change of control. There shall be no coverage afforded by any provision of this policy for any **professional incident** or offense that takes place after the effective date of the consolidation, merger, or other change of control until Underwriters have been notified and have accepted the additional exposure, which may be subject to an additional premium or changed terms and conditions.

2. Sale or Transfer

If a sale, transfer or dissolution of a subsidiary, division, or other part of your assets occurs during the **policy term**, there shall be no coverage as respects the sold, transferred or dissolved entity (ies) afforded by any provision of this policy for any **professional incident**, offense or **occurrence** that takes place after the effective date of the sale, transfer or dissolution.

3. Increase in Personnel

If there is a cumulative increase of 25% or greater in the number of employees reported on the Application for this policy, you must notify Underwriters in writing within 30 days of such increase. If you fail to notify us within 30 days, there shall be no coverage afforded by any provision of this policy for any **professional incident** or offense committed by such added employees until Underwriters have been notified and have accepted the additional exposure, which may be subject to an additional premium or changed terms and conditions.

O. DEDUCTIBLE

Our obligation under Coverage A. Professional Liability for **claims expenses** and all amounts the **insured** becomes legally obligated to pay as **damages** applies only to the amount of **claims expenses** and **damages** in excess of the Deductible (if any) amount shown in the Declarations. Our obligation under Coverage B. Supplemental Liability for all amounts the **insured** becomes legally obligated to pay as **damages** applies only to the amount of **damages** in excess of the Deductible (if any) amount shown in the Declarations. The Deductible applies to Each **Professional Incident** or Offense or Each **Occurrence**.

We may pay all or a part of the Deductible to effect settlement of any **claim** or **suit**. Upon notification of the action taken, you agree to promptly reimburse us for such part of the Deductible amount that has been paid by us.

P. EXTENDED REPORTING PERIOD

Under Coverage A. - Professional Liability, Extended Reporting Period provides additional time to report **claims** or **suits** for **professional incidents** and offenses committed subsequent to the **retroactive date** but prior to the end of the **policy term**. It does not extend the **policy term** or change the scope of coverage provided by this policy. The Extended Reporting Period does not reinstate or increase the Limits of Liability applicable to any **claim** or **suit** to which this insurance applies. Once in effect, the Extended Reporting Period may not be cancelled. You must provide notice of **claims** or **suits** in accordance with the Duties in the Event of a **Claim** or **Suit** provision of the General Conditions section of this policy.

1. Extended Reporting Period

If this policy is terminated by nonrenewal or cancellation, you have the right to purchase an Extended Reporting Period of 1 year. This period starts upon expiration of this policy. An Extended Reporting Period is available only by an endorsement for an additional premium:

- a. If you cancel or nonrenew this policy and write to us within 60 days after the effective date of cancellation telling us that you choose to elect Extended Reporting Period coverage; or
- b. If we cancel or nonrenew this policy and you write to us within 60 days after the effective date of cancellation telling us that you choose to elect Extended Reporting Period coverage.

You must pay 100% of the premium in full for the Extended Reporting Period at the time you request the extension. . The premium for the Extended Reporting Period coverage will be 100% of the premium charged for this policy, and the entire premium shall be deemed earned when the Extended Reporting Period begins.

Q. YOUR RIGHT TO CLAIM AND PROFESSIONAL INCIDENT, OFFENSE AND OCCURRENCE INFORMATION

We will provide the first named **insured** shown in the Declarations the following information relating to this and any preceding Professional Liability claims made Policy we have issued to you during the previous three years:

1. A list or other record of each **professional incident**, offense or **occurrence**, not previously reported to any other insurer, of which we were notified in accordance with paragraph B.1. of the GENERAL CONDITIONS. We will include the date and brief description of the **professional incident**, offense or **occurrence** if that information was in the notice we received.
2. A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable Aggregate Limit of Liability.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values. You must not disclose this information to any claimant or any claimant's representative without our consent.

In all circumstances, we will provide this information only if we receive a written request from the first named **insured** within 60 days after the end of the **policy term**. In this case, we will provide this information within 30 days of receipt of the request. We compile **claim** and **professional incident**, offense and **occurrence** information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first named **insured** we make no representations or warranties to **insureds**, insurers, or others to whom this information is furnished by or on behalf of any **insured**. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate information.

CANCELLATION CLAUSE

(approved by Lloyd's Underwriters' Non-Marine Association)

NOTWITHSTANDING anything contained in this Insurance to the contrary this Insurance may be canceled by the Assured at any time by written notice or by surrender of this contract of insurance. This Insurance may also be canceled by or on behalf of the Underwriters by delivering to the Assured or by mailing to the Assured, by registered, certified or other first class mail, at the Assured's address as shown in this Insurance written notice stating when, not less than 30 days thereafter, the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice and this Insurance shall terminate at the date and hour specified in such notice.

In the event of cancellation for non payment of premium, the notice period shall be reduced to 10 days.

If this Insurance shall be canceled by the Assured the Underwriters shall retain the customary short rate proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriters shall receive the earned premium hereon or the customary short rate proportion of any minimum premium stipulated herein whichever is the greater.

If this Insurance shall be canceled by or on behalf of the Underwriters, the Underwriters shall retain the pro-rata proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriters shall receive the earned premium hereon or the pro rata proportion of any minimum premium stipulated herein whichever is the greater.

Payment or tender of any unearned premium by the Underwriters shall not be a condition precedent to the effectiveness of Cancellation but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or any State in the United States. It is further agreed that service of process in such suit may be made upon

MENDES & MOUNT
750 Seventh Avenue
New York, New York 10019-6829

And that in any suit instituted against any one of them upon the contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and / or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

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

U.S.A. NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT(BROAD)

(Approved by Lloyd's Underwriters' Fire and Non-Marine Association)

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability), not being insurances of the classifications to which the Nuclear incident Exclusion Clause Liability – Direct (Limited) applies.

This Policy * does not apply:

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

IV. As used in this endorsement:

“**hazardous properties**” include radioactive, toxic or explosive properties; “**nuclear material**” means source material, special nuclear material or by product material; “**source material.**” “**special nuclear material,**” and “**byproduct material**” have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; “**spent fuel**” means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; “**waste**” means any waste material, (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

“**nuclear facility**” means:

- a. any nuclear reactor;
- b. any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste;
- c. any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or
- d. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations: “**nuclear reactor**” means any apparatus designed or used to sustain nuclear fission in a self supporting chain reaction or to contain a critical mass of fissionable material.

With respect to injury to or destruction of property, the word “**injury**” or “**destruction**” includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contract, this clause is subject to the term, exclusions, condition and limitations of the Policy to which it is attached.

*Note:-As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE-LIABILITY-DIRECT
(Approved by Lloyd's Underwriters' Fire and Non-Marine Association)

*For attachment (In addition to the appropriate Nuclear Incident Exclusion Clause-Liability-Direct)
to liability insurances affording worldwide coverage.*

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

WAR AND CIVIL WAR EXCLUSION CLAUSE

(Approved by Lloyd's Underwriters' Fire and Non-Marine Association)

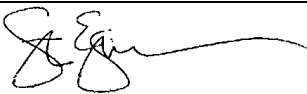
Notwithstanding anything to the contrary contained herein, this Policy does not cover loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power of confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

ADDITIONAL INSURED ENDORSEMENT

In consideration of the additional premium charged, the Entity or Individual shown below shall be included as additional insured(s), but only as respects to claims arising out of the sole negligence of the individual or entity specified as an Insured under this policy.

<u>Rosemarie Adams</u>	<u>385 Thrasher Ave , Livermore ,CA 94551-6176</u>
NAME	ADDRESS
<u>Greg Roush Veroncia Gonzales</u>	<u>832 Summer Ln , Tracy ,CA 95377-8658</u>
NAME	ADDRESS
<u>Adams Safety Training</u>	<u>385 Thrasher Ave , Livermore ,CA 94551-6176</u>
NAME	ADDRESS
<u>Annabel Investment Company</u>	<u>1 Annabel Ln , San Ramon ,CA 94583-4358</u>
NAME	ADDRESS

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

The premium for this endorsement is included in the premium shown on the declarations unless a specific amount is shown here	Additional Premium \$ Return Premium \$
ENDORSEMENT NO.: Effective: 09/20/2007 Is attached to and forms part of your evidence of insurance no.: 109-1000053 Issued by: Certain Underwriter's at Lloyds, London C/o National Professional Purchasing Group Association 875 N. Michigan Avenue Chicago, IL 60611 Insured: Raymond Adams Jr	
Date Issued: 07/24/2007	Authorized Representative: 

GENERAL CHANGE ENDORSEMENT


In consideration of the premium charged, it is hereby agreed and understood that the CERTIFICATE PROVISIONS 1. **Signature Required** is deleted in its entirety and replaced as follows:

1. **Signature Required.** This certificate shall not be valid unless signed by the Correspondent on the attached Declarations Page.

It is further understood and agreed that Exclusion 21. is deleted in its entirety and replaced as follows:

21. **Claims or suits** arising out of professional services provided to residents of **nursing homes, assisted living housing or independent living housing** facilities.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED


The premium for this endorsement is included in the premium shown on the declarations unless a specific amount is shown here	Additional Premium \$ N/A Return Premium \$ N/A
ENDORSEMENT NO.: N/A Effective: 09/20/2007 Is attached to and forms part of your evidence of insurance no.: 109-1000053 Issued by: Certain Underwriter's at Lloyds, London Insured: Raymond Adams Jr	
Date Issued: 07/24/2007	Authorized Representative: 

GENERAL CHANGE ENDORSEMENT

In consideration of the premium charged, it is hereby agreed and understood that the following CERTIFICATE PROVISION I. C. 2(g). is deleted in its entirety:

“To any person practicing, instructing or participating in any physical training, sports, athletic activity or contest whether on a formal or informal basis”.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

The premium for this endorsement is included in the premium shown on the declarations unless a specific amount is shown here	Additional Premium \$ N/A Return Premium \$ N/A
ENDORSEMENT NO.: N/A Effective: 09/20/2007 Is attached to and forms part of your evidence of insurance no.: 109-1000053 Issued by: Certain Underwriter's at Lloyds, London Insured: Raymond Adams Jr	
Date Issued: 07/24/2007	Authorized Representative: 

GENERAL CHANGE ENDORSEMENT


Licensing Board Investigation Coverage

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended to include the following provision under Section I. D Additional Payments:

4. Licensing Board Investigation Expenses

We will pay up to \$5,000 per incident and no more than \$10,000 per Policy Period for fees, costs, and expenses associated with any investigation or proceeding by a state licensing board or other regulatory body pertaining to your professional license. This payment, however, does not apply to any expenses or fees resulting from criminal proceedings.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

The premium for this endorsement is included in the premium shown on the declarations unless a specific amount is shown here	Additional Premium \$ N/A Return Premium \$ N/A
ENDORSEMENT NO.: N/A Effective: 09/20/2007 Is attached to and forms part of your evidence of insurance no.: 109-1000053 Issued by: Certain Underwriter's at Lloyds, London Insured: Raymond Adams Jr	
Date Issued: 07/24/2007	Authorized Representative: 

CERTIFICATE OF INSURANCE

PRODUCER National Professional Purchasing Group Association, Inc c/o Lockton Companies, Inc. P.O. Box 410679 Kansas City, Missouri 64114-0679	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURERS AFFORDING COVERAGE	
INSURED Raymond Adams Jr Adams Safety Training 385 Thrasher Ave Livermore, CA 94551-6176	Company Letter A Certain Underwriters at Lloyd's, London Certificate Number: 109-1000053

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

CO. LTR	COVERAGE	LIMITS			POLICY PERIOD
A	COVERAGE A: PROFESSIONAL LIABILITY AND PERSONAL AND ADVERTISING INJURY	\$ 2,000,000	EACH PROFESSIONAL INCIDENT OR OFFENSE	\$ 4,000,000 AGGREGATE	09/20/2007 To 09/20/2008
A	COVERAGE B: SUPPLEMENTAL LIABILITY GENERAL LIABILITY HOST LIQUOR LIABILITY FIRE/WATER DAMAGE LEGAL LIABILITY	\$ 1,000,000	EACH OCCURRENCE	\$ 4,000,000 AGGREGATE	RETROACTIVE DATE 09/20/2003
A	COVERAGE C: MEDICAL EXPENSES COVERAGE	\$ 2,000	EACH PERSON	\$ 50,000 AGGREGATE	
A	COVERAGE D – ADDITIONAL: PAYMENTS: FIRST AID COVERAGE DEFENDANTS REIMBURSEMENT DEPOSITION FEES AND EXPENSES DAMAGE TO PROPERTY OF OTHERS	\$ 10,000	EACH PROFESSIONAL INCIDENT, OFFENSE OR OCCURRENCE	\$ 2,500 AGGREGATE \$ 500 EACH DAY	
		\$ 5,000	EACH DISPOSITION	\$ 5,000 AGGREGATE	
		\$ 500	EACH OCCURRENCE	\$ 5,000 AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS OR OTHER INFORMATION

CERTIFICATE HOLDER Annabel Investment Company 1 Annabel Ln Ste 201 San Ramon, CA 94583-4359	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OF LIABILITY OF ANY KIND UPON THE COMPANY ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE