



**State of Rhode Island
Office of the Secretary of State**

Fee: \$230.00

Division Of Business Services
148 W. River Street
Providence RI 02904-2615
(401) 222-3040

**Professional Corporation
Articles of Incorporation**

(Section 7-1.2 of the General Laws of Rhode Island, 1956, as amended)

ARTICLE I

The name of the corporation is Guardian Medical Group RI PC

☐ This is a close corporation pursuant to § 7-1.2-1701 of the General Laws, 1956, as amended. (Uncheck if inapplicable.)

ARTICLE II

The profession to be practiced through the professional service corporation is:

MEDICINE

ARTICLE III

The total number of shares which the corporation has authority to issue is:

(Unless otherwise stated all authorized shares are deemed to have a nominal or par value of \$0.01 per share.)

Class of Stock	Par Value Per Share	Total Authorized Shares <i>Number of Shares</i>
CWP	\$0.0100	1,500.00

If you desire, you may include a statement of all or any of the designations and the power, preferences, and rights, including voting rights, and the qualifications, limitations, or restrictions of them which are permitted by the provisions or RIGL 7-1.2. State any provisions here (optional):

ARTICLE IV

The street address (post office boxes are not acceptable) of the initial registered office of the corporation is:

No. and Street: 47 WOOD AVE.
SUITE 2

City or Town: BARRINGTON

State: RI

Zip: 02806

The name of its initial registered agent at such address is REGISTERED AGENTS INC.

ARTICLE V

The corporation shall have perpetual existence until dissolved or terminated in accordance with RIGL

7-1.2.

ARTICLE VI

Additional provisions, if any, not consistent with Chapter 7-1.2 which the incorporators elect to have set forth in these Articles of Incorporation:

ARTICLE VII

The name and address of the each incorporator is:

Title	Individual Name First, Middle, Last, Suffix	Address Address, City or Town, State, Zip Code, Country
INCORPORATOR	CHRISTOPHER SEITZ	47 WOOD AVE., SUITE 2 BARRINGTON, RI 02806 USA

ARTICLE VIII

These Articles of Incorporation shall be effective upon filing unless a specified date is provided which shall be no later than the 90th day after the date of this filing.


Later Effective Date:

Signed this 30 Day of May, 2023 at 6:14:14 PM by the incorporator(s). *This electronic signature of the individual or individuals signing this instrument constitutes the affirmation or acknowledgement of the signatory, under penalties of perjury, that this instrument is that individual's act and deed or the act and deed of the corporation, and that the facts stated herein are true, as of the date of the electronic filing, in compliance with R.I. Gen. Laws § 7-5.1 and 7-1.2.*

 CHRISTOPHER SEITZ

Form No. 112
Revised 09/07

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	GENERAL STAR INDEMNITY COMPANY 120 LONG RIDGE ROAD STAMFORD, CONNECTICUT 06902-1843 (A Stock Company)
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DECLARATIONS
PHYSICIANS & SURGEONS PROFESSIONAL LIABILITY INSURANCE
NOTICE: THIS IS A CLAIMS-MADE POLICY.

NAMED INSURED AND MAILING ADDRESS: Christopher Seitz, MD 1415 Greenleaf Royal Oak, MI 48067	POLICY NUMBER: IJG932991 X New Renewal
	Broker ID: 00074811

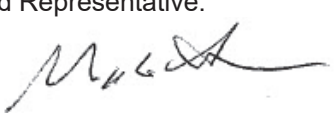
INSURED'S MEDICAL SPECIALTY: SPECIALTY CODE: 81420 Medical Director	APP ID: 2538018
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POLICY PERIOD:	EFFECTIVE DATE September 8, 2022	EXPIRATION DATE September 8, 2023
12: 01 A.M. STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED		
RETROACTIVE DATE:	September 8, 2022	

COVERAGE		LIMITS OF LIABILITY	
PHYSICIANS & SURGEONS CLAIMS-MADE PROFESSIONAL LIABILITY		Premium	\$7,500.00
PER CLAIM LIMIT	\$1,000,000	Company Fee	\$0.00
ANNUAL AGGREGATE LIMIT	\$3,000,000	Broker Fee	\$0.00
DEDUCTIBLE:	\$5,000	Inspection Fee	\$0.00
		State Tax	\$187.50
		Total	\$7,687.50
X a. The deductible amount specified above applies to both Damages and Claim Expenses.			
b. The deductible amount specified above applies only to Damages.			
CLAIM EXPENSES:			
a. Are included within the limits of liability.			
X b. Are not included within the limits of liability.			

PREMIUM	\$7,500
25% MINIMUM EARNED PREMIUM APPLIES; NO FLAT CANCELLATION PERMITTED	

PERCENTAGE OF FULL ANNUAL PREMIUM FOR 12-MONTH EXTENDED REPORTING PERIOD:	100%
PERCENTAGE OF FULL ANNUAL PREMIUM FOR 36-MONTH EXTENDED REPORTING PERIOD:	150%
PERCENTAGE OF FULL ANNUAL PREMIUM FOR 60-MONTH EXTENDED REPORTING PERIOD:	200%

Forms and/or Endorsements attached at issuance: GSI-06-PS-100 04 19; IL 05 0001 02 11; GSI-06-PS-460 (02/2007); PS 21 0008 07 22; PS 21 0010 06 22; PS 06 0001 05 13; PS 24 0003 07 16	
Date Issued: September 15, 2022	Authorized Representative: 

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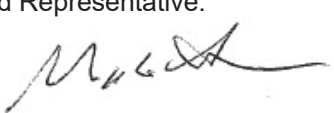
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Date Issued: September 15, 2022	Authorized Representative: 

GENERAL STAR INDEMNITY COMPANY

120 LONG RIDGE ROAD
STAMFORD, CONNECTICUT 06902-1843
(A stock insurance Company, herein called the Company)

GENERAL STAR SELECT PHYSICIANS AND SURGEONS PROFESSIONAL LIABILITY POLICY

NOTICE

THIS IS A CLAIMS-MADE AND REPORTED COVERAGE FORM

THIS PROFESSIONAL LIABILITY POLICY PROVIDES COVERAGE ON A CLAIMS-MADE AND REPORTED BASIS. THE COVERAGE PROVIDED BY THIS POLICY IS LIMITED TO ONLY THOSE **CLAIMS** WHICH ARISE FROM **PROFESSIONAL SERVICES** RENDERED ENTIRELY AFTER THE RETROACTIVE DATE STATED IN THE DECLARATIONS AND WHICH ARE FIRST MADE AGAINST THE **INSURED** AND REPORTED TO US DURING THE **POLICY PERIOD** OR ANY APPLICABLE EXTENDED REPORTING PERIOD AND THOSE **POTENTIAL CLAIMS** WHICH ARE FIRST MADE AGAINST THE **INSURED** AND REPORTED TO US DURING THE **POLICY PERIOD**.

PLEASE REVIEW THE POLICY CAREFULLY. THIS POLICY CONTAINS IMPORTANT EXCLUSIONS AND CONDITIONS. ALL WORDS OR PHRASES (OTHER THAN CAPTIONS) THAT ARE PRINTED IN BOLD FACE ARE DEFINED IN THE POLICY. PLEASE DISCUSS ANY QUESTIONS CONCERNING THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

WHAT TO DO IN CASE OF A CLAIM

In the event you directly or indirectly become involved in a professional liability **claim**, you should immediately, however no later than within ten (10) days, report the details to either your agent / broker or to:

General Star Management Company
P.O. Box 1255
Stamford, CT 06904
Attention: Medical Malpractice Claims Department.
Fax: (866) 464-3678
GStarClaims@Generalstar.com

Note: Failure to promptly report a **claim** could jeopardize your insurance.

IMPORTANT

This policy is not effective unless a Declarations is issued.

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PROFESSIONAL LIABILITY INSURANCE POLICY CLAIMS-MADE AND REPORTED COVERAGE

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

Throughout this policy, the words “you” and “your” refer to both the **named insured** shown in the Declarations and any **additional insured(s)** added to the policy by Endorsement. The words “Company”, “we,” “us” and “our” refers to the Company providing this insurance.

Words and phrases, other than titles, which are defined in **SECTION X – DEFINITIONS**, have special meaning. These special words or phrases appear in **boldface** throughout the policy.

GENERAL STAR INDEMNITY COMPANY, hereinafter called the Company, agrees with the **named insured** as shown in the Declarations which are made a part of this policy; in consideration of the payment of the premium, and in reliance upon the statements on the application which are incorporated herein by reference and the Declarations Page and subject to the Limit of Liability, exclusions, conditions and other terms of this policy, as follows:

SECTION I – INSURING AGREEMENT

The Company agrees to pay on behalf of the **insured** those sums the **named insured** becomes legally obligated to pay as **damages** because of **claims** or **potential claims** made against the **insured** during the **policy period**, or for **claims** made during any applicable Extended Reporting Period for **bodily injury** or **property damage** arising out of the rendering of (including the failure to render) **professional services** as described in **SECTION II – CLAIMS TO WHICH THIS POLICY APPLIES** but:

1. In the event **claim expenses** are included within the Limit of Liability as specified by the “CLAIM EXPENSES” selection item on the Declarations Page:
 - a. The amount we will pay for all **claim expenses** and **damages** in the defense of any **claim** or **potential claim** is limited to the Per Claim Limit as described in **SECTION VIII – LIMITS OF LIABILITY**, shown in the Declarations;
 - b. Our right and duty to defend end when we have used up the applicable limit of insurance by payment of **damages** or **claim expenses** or by any combination of both, in the defense or settlement of any **claim** or **potential claim**, described in **SECTION VIII – LIMITS OF LIABILITY**, shown in the Declarations; and
 - c. We have no duty to pay **claim expenses** or defend the **insured** against any **claim** or **potential claim** seeking **damages** not covered by the policy.
2. In the event **claim expenses** are in addition to the Limit of Liability as specified by the “CLAIM EXPENSES” selection item on the Declarations Page:
 - a. The amount we will pay for all **damages** in any **claim** or **potential claim** is limited to the Per Claim Limit as described in **SECTION VIII – LIMITS OF LIABILITY**, shown in the Declarations;
 - b. Our right and duty to defend end when we have used up the applicable limit of insurance by payment of **damages** in the settlement of any **claim** or **potential claim**, described in **SECTION VIII – LIMITS OF LIABILITY**, shown in the Declarations; and
 - c. We have no duty to pay **claim expenses** or defend the **insured** against any **claim** or **potential claim** seeking **damages** not covered by the policy.

SECTION II – CLAIMS TO WHICH THIS POLICY APPLIES

Subject to the terms of this policy, this insurance applies to a **claim** or **potential claim** only if:

1. The **professional services** giving rise to such **claim** or **potential claim** are rendered:
 - a. In the Coverage Territory as described in **SECTION III – COVERAGE TERRITORY**;
 - b. To a patient of the **named insured**;
 - c. Within the **insured’s profession**; and

- d. Entirely on or after the retroactive date specified for the **named insured** and before the end of the **policy period**; and
- 2. On the effective date of the **policy period** of the first professional liability policy that we issue to the **named insured**, the **named insured** did not have knowledge of facts or circumstances that would cause a reasonable person to believe such **claim** or **potential claim** would be made for **professional services**; and
- 3. Such **claim** or **potential claim** is reported to us in writing within ten (10) days of receipt by the **named insured** of a written notice of a **claim**; and
 - a. The **named insured's** written report of a **claim** is received by us prior to the expiration date of the **policy period** or the expiration of the Extended Reporting Period, if one applies; or
 - b. The **named insured's** written report of a **potential claim** is received by us prior to the expiration date of the **policy period**.
- 4. There is no coverage under this policy for any **potential claim** unless it is reported to the Company pursuant to the provisions of **SECTION XI – CONDITIONS** of this policy.

SECTION III – COVERAGE TERRITORY

The insurance provided by this policy applies only to **professional services** rendered in the United States of America and to **claims** or **potential claims** made in the United States of America.

SECTION IV – DEDUCTIBLE

- 1. The Deductible amount stated on the Declarations or in an applicable Endorsement in effect at the time the **claim** or **potential claim** is first made and reported, shall be paid by the **named insured** and shall be applicable to each **claim**.
- 2. The Deductible amount is a part of, and not in addition to the amounts shown in **SECTION VIII – LIMITS OF LIABILITY**. The Deductible reduces the Company's Limits of Liability amount that can be paid under this policy.
- 3. The deductible amount applies as follows:
 - a. In the event that the deductible amount applies separately to each **claim** or **potential claim** and does not apply to **claim expenses** as specified by the "DEDUCTIBLE" selection item b. on the Declarations Page, the Company's obligation to pay **claim expenses** is not subject to the deductible being satisfied by the **insured**.
 - b. In the event that the deductible amount applies separately to each **claim** or **potential claim** and does apply to **claim expenses** as specified by the "DEDUCTIBLE" selection item a. on the Declarations Page, the Company's obligation to pay **claim expenses** is subject to the deductible being satisfied by the **insured**.
- 4. Failure of the **named insured** to remit the Deductible to the Company within 10 days of the **named insured's** receipt of our written demand, shall, at the option of the Company, nullify and terminate the application of this insurance to such **claim**, all other pending **claims** and **potential claims**, and will disqualify the **named insured** from being able to exercise the option to purchase an Extended Reporting Period.

SECTION V – DEFENSE PROVISIONS

- 1. Subject to the **insured's** compliance with the terms of the policy, we have the right and the duty to defend the **insured** against any covered **claim** or **potential claim** that is properly reported even if such **claim** or **potential claim** is groundless, false or fraudulent.
- 2. We have the exclusive right to appoint counsel to defend the **insured**. Any counsel retained by the **insured** will be at the sole expense of the **insured**.

3. Our right and duty to defend

- a. In the event **claim expenses** are included within the Limit of Liability as specified by the "CLAIM EXPENSES" selection item a. on the Declarations Page our right and duty to defend end when the applicable Limit of Liability described in **SECTION VIII – LIMITS OF LIABILITY** has been exhausted by payment of **damages** or **claim expenses** or by any combination of the both.
 - b. In the event **claim expenses** are in addition to the Limit of Liability as specified by the "CLAIM EXPENSES" selection item b. on the Declarations Page our right and duty to defend end when the applicable Limit of Liability described in **SECTION VIII – LIMITS OF LIABILITY** has been exhausted by payment of **damages**.
4. Once the Limit of Liability is exhausted, the Company's duty to defend is deemed discharged. All further **damages** and **claim expenses** are the responsibility of the **named insured**.
5. We have no duty to defend any **claim** or **potential claim** not covered by this policy.

SECTION VI – SETTLEMENT PROVISIONS

1. We may investigate, negotiate and solicit settlement offers regarding any **claim** or **potential claim** as we deem appropriate.
Although we shall not commit the **insured** to any settlement without the **named insured's** consent, if the **named insured** refuses to consent to any settlement recommended by the Company and acceptable to the claimant, and elects to contest the **claim** or **potential claim** or continue any legal proceedings in connection with such **claim** or **potential claim**, then the Company shall not be obligated to pay an amount in excess of the recommended settlement amount for all **damages** and **claim expenses** incurred subsequent to the date of such refusal by the **named insured**. In any and all events, such amounts for **damages** are subject to the provisions of **SECTION IV – DEDUCTIBLE** and **SECTION VIII – LIMITS OF LIABILITY**.
2. Notwithstanding the above, each **named insured** agrees that the Company shall have the sole discretion to settle any **claim** or **potential claim** under any of the following circumstances:
- a. the settlement amount is within the Deductible amount;
 - b. the **named insured** is deceased or adjudicated incompetent;
 - c. the **claim** was reported to us during an Extended Reporting Period;
 - d. a judgment has been entered;
 - e. the **named insured's** license to practice medicine is suspended, revoked, surrendered, inactive or otherwise has been terminated;
 - f. if after reasonable efforts by us, the **named insured** cannot be located.
3. We may appeal any judgment against the **insured** for any **claim** covered under this policy at our sole discretion.
4. As a condition precedent to issuance of this policy, the **insured** consents to the Company reporting any **claim** or **potential claim** settlement, including factual details, to the National Practitioners Data Bank or to any other professional or state agency pursuant to law or regulation.

SECTION VII – WHO IS AN INSURED

Each of the following is an **insured** under the policy only to the extent set forth:

1. The person(s) or entity(ies) identified as the **named insured(s)** on the Declarations or in an Endorsement or Schedule attached to this policy;
2. The **named insured's** employees and/or authorized volunteer workers while working in the course and scope of their duties on behalf of the **named insured**. However, we have no duty or obligation to defend, pay **damages** on behalf of or indemnify any **insured** in any **claim** or **potential claim** for **damages** arising out of the acts or omissions of or by any physician or surgeon under contract with, employed by or

volunteering for the **named insured** unless such person is specifically named as an **insured** on the Declarations or in an Endorsement or Schedule attached to this policy;

3. The heirs, executors, administrators, assigns and legal representatives of the **named insured** in the event of the **named insured's** death, total and permanent disability or bankruptcy.

SECTION VIII – LIMITS OF LIABILITY

Regardless of the number of **named insureds**, **additional insureds** or persons entitled to coverage as **insureds** under this policy, or the number of **claims** or **potential claims** made and first reported to the Company, the Company's liability is limited as follows:

1. Per Claim – Limit of Liability

The "Per Claim – Limit of Liability" specified in the Declarations, or in an applicable Endorsement in effect at the time the **claim** or **potential claim** is first reported to the Company, is the maximum amount, less the Deductible, we will pay for **damages** and **claim expenses** as indicated on the Declarations for each **claim** or **potential claim** first made and reported during the **policy period** or, if applicable, during the Extended Reporting Period.

The "Per Claim – Limit of Liability" shall apply as follows:

- a. Separately to each person specifically named on the Declarations or in an Endorsement or Schedule attached to the policy; and
- b. Separately to each entity specifically named on the Declarations or in an Endorsement or Schedule attached to the policy; and
- c. On a shared Limit of Liability basis with all individuals qualifying for coverage under **SECTION VII – WHO IS AN INSURED** but not specifically named on the Declarations or in an Endorsement or Schedule attached to the policy.
- d. However, in no event shall the limit applicable to any entity apply to any person specifically named on the Declarations or in an Endorsement or Schedule attached to the policy.
- e. Two or more **claims** or **potential claims** arising, directly or indirectly, out of the same or interrelated **professional services** by one or more **insureds** shall be considered a single **claim** or **potential claim** regardless of:
 - (1) the number of resulting injuries; patients, claimants or litigants; or
 - (2) the number of **claims**, **potential claims**, lawsuits, legal or administrative proceedings; or
 - (3) if any interrelated professional services extend over a long treatment period; or
 - (4) if any interrelated professional services extend over multiple **policy periods**.
- f. In the event both mother and child (twins or otherwise) both make **claims** against one or more **insureds**, alleging two or more causes of action or interrelated **professional services**, both mother and child (twins or otherwise) shall be considered one patient for the purposes of determining the "Per Claim – Limit of Liability" in effect at the time such **claims** are first made against an **insured**.
- g. All such **claims** or **potential claims** described in paragraph e. and f. above, whenever made and reported, shall be deemed first made and reported within the **policy period** or Extended Reporting Period (if applicable) in which the earliest **claim** or **potential claim** is first reported to the Company, and all such **claims** shall be subject to the Limit of Liability in effect during such **policy period**.
- h. For purposes of determining the Company's "Per Claim – Limit of Liability", all **damages** arising out of **professional services** rendered to a patient will be considered a single **claim** or **potential claim** and only one "Per Claim – Limit of Liability" shall apply, regardless of:
 - (1) The nature or number of causes of action asserted; or
 - (2) The number of patient visits and/or the treatment period; or
 - (3) The number and/or nature of **professional services** rendered and the period of time over which they were rendered.

2. Annual Aggregate – Limit of Liability

Our Limit of Liability for all **claims** or **potential claims** shall not exceed the amount stated in the Declarations, or in an applicable Endorsement in effect at the time the **claim** or **potential claim** is first reported to the Company, referred to in the policy as "Annual Aggregate – Limit of Liability". This "Annual Aggregate – Limit of Liability" is the maximum amount, less the Deductible(s), for **damages** and **claim expenses** as indicated on the Declarations that we will pay for all **claims** or **potential claims** first made and reported or deemed made and reported during the **policy period** or if applicable, during the Extended Reporting Period under **SECTION XII – EXTENDED REPORTING PERIOD**.

The "Annual Aggregate – Limit of Liability" shall apply separately to:

- a. each person specifically named on the Declarations or in an Endorsement or Schedule attached to the policy; and
- b. each entity specifically named on the Declarations or in an Endorsement or Schedule attached to the policy,
- c. On a shared Limit of Liability basis with all individuals qualifying for coverage under **SECTION VII – WHO IS AN INSURED** but not specifically named on the Declarations or in an Endorsement or Schedule attached to the policy.
- d. However, in no event shall the limit applicable to any entity apply to any person specifically named on the Declarations, in an Endorsement or a Schedule attached to the policy.

3. Annual Policy Aggregate Limit

If this policy includes an “Annual Policy Aggregate” limit, this is the most the policy will pay for all **claims** or **potential claims** and/or **claim expenses** as indicated on the Declarations, regardless of the number of **claims** or **potential claims** made or the number of **insureds** listed on the policy.

4. Per Claim and Annual Aggregate Limits

The “Per Claim” and “Annual Aggregate” Limits of Liability are not cumulative, even if interrelated **professional services** extend over more than one **policy period**.

5. Claim Expenses

- a. In the event **claim expenses** are included within the Limit of Liability as specified by the “CLAIM EXPENSES” selection item a. on the Declarations Page, the Limit of Liability stated on the Declarations Page as applicable to “each **Claim**” is the limit of the Company’s liability for all **damages** and **claim expenses** because of each **claim** or **potential claim** covered.
- b. In the event **claim expenses** are in addition to the Limit of Liability as specified by the “CLAIM EXPENSES” selection item b. on the Declarations Page, the Limit of Liability stated on the Declarations Page as applicable to “each **Claim**” is the limit of the Company’s liability for **Damages** resulting from each **claim** or **potential claim** covered.

6. If this policy and any other primary professional liability insurance policy issued by us or any affiliated or related company applies to the same **claim**, **potential claim**, or series of related **claims** or **potential claims** seeking **damages** for **bodily injury** or **property damage** arising out of **professional services** to which this coverage applies:

- a. the Company shall not be liable under this policy for a greater proportion of the loss than the applicable Limit of Liability under this policy bears to the total Limits of Liability of all such policies; and
- b. the maximum amount payable under all such policies shall not exceed the Limit of Liability of that policy which has the largest Limit of Liability.

This provision does not increase the Limits of Liability available under this policy.

This provision does not apply to any policy issued by us or any affiliated company specifically to apply as excess insurance over this policy.

SECTION IX - EXCLUSIONS

This policy does not apply and the Company shall not be obligated to defend, pay costs or expenses, pay **damages** on behalf of or indemnify the **insured**, with respect to any **claim** or **potential claim** or **damages** based on, arising out of, or resulting from:

1. Abuse or Molestation –

This exclusion applies regardless of the legal theory or basis upon which the insured is alleged to be legally liable or responsible in whole or in part, for any damages arising out of abuse or molestation, including but not limited to assertions of improper or negligent hiring, employment or supervision, failure to protect or warn the other party, failure to prevent the abuse or molestation, failure to prevent assault and battery, failure to discharge the employee.

This policy does not apply and the Company shall not be obligated to defend, pay costs or expenses, pay damages on behalf of, or indemnify the insured with respect to any claim, potential claim or damages based on, arising out of or resulting from abuse or molestation;

2. **Advertising** – articles, books, lecture activities, **advertisement**, broadcasting or telecasting activities by or for the **insured**;
3. **Altered Medical Records** -- medical records of any person that have been altered or modified not in accordance with medically accepted standards by the **insured** or any person for whose acts or omissions the **insured** is legally responsible;
4. **Antitrust** – dishonest, fraudulent, criminal or malicious act or omission, or intentional misrepresentation, (including, but not limited to, actual or alleged violations of state or federal anti-trust, price-fixing, restraint of trade or deceptive trade practice laws, rules or regulations) committed by, at the direction of, or with the knowledge of any **insured**, even if such activities are related to **professional services**;
5. **Asbestos** – 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;
6. **Assumed Liability / Contract(s)** – the assumption of liability in any 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;
7. **Criminal / Willful Act(s)** – any dishonest, fraudulent, criminal or deliberately wrongful acts committed by or at the direction or ratification of the **insured**. Also, this policy does not cover any **claim** or **damages** for:
 - a. Criminal fines or penalties;
 - b. Criminal charges or indictments;
 - c. Any bail bond;
 - d. Criminal investigations; or,
 - e. Criminal proceedings of any kind;
8. **Disciplinary Proceeding(s)** – any disciplinary proceeding before any state licensing board or hospital peer review, or other similar entity; and we have no duty or obligation to pay any fines, penalties, or other costs assessed against the **insured** arising out of any disciplinary proceeding before any state licensing board or hospital peer review, or other similar entity;
9. **Discrimination** – discrimination of any kind by an **insured**, including but not limited to discrimination due to or on the basis of race, color, creed, national origin, marital status, age, gender, disability, HIV or AIDS status, sexual origin, sexual preference, or sexual orientation; even if such discrimination is related to **professional services**;
10. **Disputes** – any present, former or prospective employee, partner, officer, director, stockholder, or **insured** under this policy against any other **insured** under this policy, except if such **claim** or **damages** arises from **professional services** rendered in a doctor-patient relationship;
11. **Employed Doctor(s)** – the acts or omissions of or by any physician or surgeon under contract with or employed by the **insured** unless such person is specifically named as an **insured** on the Declarations or in an Endorsement or Schedule attached to the policy;
12. **Employment Practice Liability** – the **insured's** refusal to employ, wrongful hiring, wrongful termination of employment or employment practice of any kind and for any reason, including but not limited to: race, color, creed, national origin, marital status, age, gender, disability, HIV or AIDS status, sexual origin, sexual preference, or sexual orientation. This includes creation of a work environment that is intimidating, hostile or offensive;
13. **Experimental / Investigational** - experimental or investigational procedures, device(s) or practice protocols;

14. **Fee Disputes** - fee disputes for patient treatment;
15. **General Anesthesia** – the administration of general anesthesia, or any procedure carried out under general anesthesia unless performed in a hospital or surgical facility accredited by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO), Accreditation Association for Ambulatory Health Care, Inc. (AAAHC), American Association for Accreditation of Ambulatory Surgery Facilities, Inc. (AAAASF), the Canadian Council on Hospital Accreditation in Canada, or a similar industry recognized accreditation board which has been prior approved in writing by the Company;
16. **Guarantee of Results** - any guarantee of cure or particular results or outcome of **professional services** rendered by the **insured**;
17. **Injunctive Relief** – equitable relief, injunctive relief, declarative relief or any other relief, including but not limited to **claim expenses** and demands for fees and costs and costs incurred by a third party pursuing such relief;
18. **Known Loss** – loss:
- For which proceedings were initiated against any **insured** before the initial effective date of the **policy period** of the first professional liability policy that we issue to the **named insured**;
 - Reported in the Application for this policy;
 - Reported to any other insurance company before the initial effective date of the **policy period** of the first professional liability policy that we issue to the **named insured**;
 - Reported to any other source from which payment might be made before the initial effective date of the **policy period** of the first professional liability policy that we issue to the **named insured**;
 - Of which the **named insured** had knowledge of facts or circumstances that would cause a reasonable person to believe a **claim** would be made before the initial effective date of the **policy period** of the first professional liability policy that we issue to the **named insured**; or
 - Arising out of **professional services** any portion of which were rendered prior to the retroactive date specified for the **named insured**;
19. **Laws** –
- any workers compensation, disability benefits or unemployment compensation law, social security, or any similar law;
 - Employees' Retirement Income Security Act of 1974, Public Law 93-406, (E.R.I.S.A.) as amended. This includes fiduciary liability or liability arising out of the administration of any employee benefit plan; or
 - The Fair Labor Standards Act, the National Labor Relations Act of 1938, the Worker Adjustment and Retraining Notification Act (Public Law 100-37991988), 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;
20. **Lead** - lead or exposure to lead, including lead contained in other materials; the toxic or pathological properties of lead, or lead compounds, or the costs of abatement, mitigation, removal or disposal of lead. This exclusion also applies to:
- any supervision, instructions, warnings, recommendations or advice given or which should have been given in connection with the above; and
 - any obligation to share with or repay someone else who must pay for any such **claim**;
21. **Licensure** –
- Professional services** which occur while the **insured's** professional license to practice is inactive, under suspension, has been revoked, surrendered or otherwise has been terminated; or
 - Prescribing or dispensing of controlled substances while the license or registration to prescribe or dispense such controlled substances issued to the **insured** is not in effect;
22. **Locum Tenens** - **professional services** by any locum tenens not approved by the Company;

- 23. Medicare / Medicaid** – fraud, abuse, or non-compliance with Medicare/Medicaid regulations even if such activities are related to **professional services**;
- 24. Mold** - the inspection, evaluation or testing of, or the failure to inspect, evaluate or test for, any items listed in **c. (1)** through **(4)** below;
- a.** The failure to discover or disclose any items listed in items **c.(1)** through **c.(3)** below;
 - b.** The actual, alleged or threatened inhalation of, ingestion or, contact with, exposure to, existence of, or presence of, any of the listed items in **c.(1)** through **(4)** below on or within a building or structure, including its contents; or
 - c.** The clean up, remediation, containment, removal or abatement of any items listed in **(1)** through **(4)** below:
 - (1)** any **Fungus(i), Mold(s)**, mildew or yeast;
 - (2)** any **Spore(s)** or toxins created or produced by or emanating from such **Fungus(i), Mold(s)**, mildew, or yeast;
 - (3)** any substance, vapor, gas or other emission of any organic or inorganic body or substance produced by or arising out of any **Fungus(i), Mold(s)**, mildew, or yeast; and
 - (4)** any material, product, building component, building or structure, or any concentration of moisture, water or other liquid within such material, product, building component, building or structure that contains, harbors, nurtures or acts as a medium for any **Fungus(i), Mold(s)**, mildew, yeast, or spore(s) or toxins emanating therefrom,regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to such **claim** or **potential claim**;
- 25. Narcotics / Intoxicants** – **professional services** rendered while the **insured** is under the influence of any type of alcohol, narcotic, hallucinogenic agent or any other type of intoxicant or illegal drug;
- 26. No FDA Approval** - the use, administration, prescription, dispensing of or use 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;
- 27. Nuclear** – the hazardous properties of any nuclear material or in connection with any nuclear facility, however caused;
- 28. Partnership** – any vicarious liability of the **insured(s)**, membership or participation in a partnership, unless the partnership is specifically named as an **insured** in the Declarations or in an Endorsement attached to the policy;
- 29. Personal and Advertising injury:**
- a.** 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 or advertising injury**;
 - b.** Arising out of oral or written publication of material, if done by or at the direction of the **insured** with knowledge of its falsity; or
 - c.** Arising out of the wrong description of the price of goods, products or services stated in your **advertisement**;
- 30. Pollutants / Medical Waste** –
- a.** Any accidental or intentional discharge, dispersal, release, escape, or seepage, of any hazardous substances, toxic substances, wastes or **pollutants**; or
 - b.** Any error or omission committed or alleged to have been committed by the **insured** which in any manner relates 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**;
- 31. Products / General Liability** –product liability, under the theory of strict liability, negligence, breach of warranty or otherwise;
- 32. Proprietor / Directors and Officers** – any claim brought against an **insured** as a proprietor, owner, shareholder, partner, investor, joint venturer, officer, director, administrator, committee member, superintendent, executive officer, or medical director of a:

- a. Hospital, nursing home or sanitarium;
- b. Ambulatory care center or clinic with bed and board facilities;
- c. Laboratory;
- d. Health maintenance organization, health care service plan, preferred provider organization or any similar health care entity or delivery system; or
- e. Health care supply, or support organization, managed care facility, or any other business enterprise, organization or operation, whether or not related to patient care and/or treatment;

33. Silica -

- a. Silica, exposure to silica or use of silica;
- b. Any claim or **suit** by or on behalf of any governmental authority or any other party involving a request, demand, order or statutory or regulatory requirement regarding;
 - (1) assessing the presence, absence, amount or effects of silica,
 - (2) identifying, sampling, testing for, detection, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, abating, disposing or mitigation of silica, or
 - (3) responding to silica in any way other than as described in **b. (1)** and **(2)** above.
- c. Any supervision, instruction, recommendation, warning or advice given or which should have been given in connection with any of the subsections above; or
- d. Any obligation to share **damages**, costs or expenses with or repay someone else in connection with any of the subsections above;

34. Spouse, Child or Dependent – professional services rendered to your spouse, child or any other dependent;

35. Vehicle, Watercraft or Aircraft Exclusion – the ownership, operation or use, loading or unloading of any vehicle, watercraft, mobile equipment or aircraft, even if such activities are related to **professional services**;

36. War Or Terrorism –

- 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 **professional services**, professional incident, injury or damage.

SECTION X – DEFINITIONS

1. “Abuse or Molestation” means:

- a. The alleged, actual, threatened, unwelcome or offensive:
 - (1) Physical conduct, including sexual **abuse or molestation** by anyone of any person while in the care, custody or control of any **insured**; or
 - (2) Verbal or written conduct or conduct using visual images, including conduct by electronic means;
 Including:
- b. The negligent:
 - (1) Employment;
 - (2) Investigation;
 - (3) Supervision;

(4) Reporting to proper authorities, or failure to so report; or

(5) Retention;

of a person for whom any **insured** is or ever was legally responsible and whose conduct is defined in Paragraph 1. a above; and

c. Breaches of any legal obligation arising out of any **abuse or molestation**, or suspected or threatened molestation, or breach of any duty to any person who was abused or molested.

2. “**Additional Insured(s)**” means the person(s) providing **professional services** who are specifically named as an **insured** in an Endorsement attached to the policy.

3. “**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.

4. “**Bodily Injury**” means bodily injury, sickness or disease sustained by a person, including loss of services or death.

5. “**Claim**” means:

a. A **Suit**;

b. A written order or demand for monetary **Damages**, which is not a **Suit**, arising from a specific circumstance involving particular and specific **professional service(s)** to which this insurance applies; or

c. An arbitration proceeding or other alternative dispute resolution proceeding seeking monetary **Damages**, to which an **Insured** is required to submit by statute or court rule or to which an **Insured** submits with our consent, arising from an **Incident** or **Medical Incident** to which this insurance applies.

Claim does not include **potential claims**, proceedings seeking declarative, injunctive or other non-pecuniary or equitable relief, or that portion of a proceeding seeking monetary relief that seeks declarative, injunctive or other non-pecuniary or equitable relief.

6. “**Claim Expenses**” means all attorney fees, costs and expenses incurred by us in the investigation, discovery, adjustment, defense, arbitration, settlement or appeal of any covered **claim**.

The Company’s determination as to the reasonableness of **claim expenses** shall be conclusive.

Claim expenses include:

a. Prejudgment interest awarded against the **insured** on that part of the judgment covered by this policy;

b. Interest on that part of the judgment, covered by this policy, after the entry of the judgment and before we have paid, offered to pay, or deposited in court that part of the judgment that is within our Limits of Insurance described in **SECTION VIII – LIMITS OF LIABILITY**.

c. The cost of a jury bond or an appeal bond required in the defense of a **claim** to which this insurance applies.

Claim expenses do not include:

a. Civil fines or penalties;

b. Criminal fines or penalties;

c. Administrative or other fines or penalties;

d. Sanctions;

e. Any portion of any judgment, award or verdict that represents a multiple of the compensatory amounts;

f. Punitive or exemplary **damages**; or

g. Salaries and expenses of our employees, you, your employees, or of any **insured**.

7. “**Damages**” means sums that the insured becomes legally obligated to pay. Damages do not include:

a. Sanctions, fines or penalties;

b. Payment for **professional services**, including refund of fees, withdrawal or reduction of fees paid to the **insured**;

- c. Punitive **damages**, exemplary **damages** or **damages** representing a multiple of compensatory amounts; or
 - d. **Claim expenses**.
8. **"Fungus(i)"** means any type or form of **fungus**, and including **Mold** or mildew and any mycotoxins, **Spores**, scents, byproducts produced or released by fungi, smuts, rust, or mushrooms.
9. **"Insured"** means any person or entity qualifying as such under **SECTION VII – WHO IS AN INSURED**.
10. **"Insured's Profession"** means those **professional services** usual and customary to the **insured's** specialty as a physician or surgeon, unless otherwise restricted or modified by Endorsement attached to this policy.
11. **"Material Misrepresentation"** means information deemed by the Company to be so relevant to the risk for which the policy was issued that the Company would:
- a. not have issued the policy; or
 - b. have issued the policy with different terms, conditions or exclusions; or
 - c. have issued the policy with a higher premium charged
- had such information been disclosed on the Application or Renewal Application for this insurance policy.
12. **"Mold(s)"** means any superficial growth produced on damp or decaying organic matter or on living organisms, and **Fungi** that produce **Mold**.
13. **"Named Insured(s)"** means the person or entity providing **professional services** and specifically named on the Declarations or in an Endorsement or Schedule attached to the policy.
14. **"Permanently and Totally Disabled"** means that the **named insured** is disabled as a result of injury and/or disease to the extent that the **named insured** cannot engage in the practice of medicine for remuneration or profit. The condition relating to the disability must exist continuously for not less than six (6) months, and must be expected to be of a continuous and permanent nature.
15. **"Personal and advertising injury"** means injury, including consequential **bodily injury**, arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. 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;
 - d. 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;
 - e. Oral or written publication of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your **advertisement**; or
 - g. Infringing upon another's copyright, trade dress or slogan in your **advertisement**.
16. **"Policy Period"** means the period beginning at 12:01 A.M. Standard Time on the inception date of coverage specified in the Declarations, issued to the **named insured**, to 12:01 A.M. Standard Time on the expiration date specified in the Declarations, unless the policy is terminated at an earlier date.
17. **"Pollutants"** means any solid, liquid or gaseous, thermal or electromagnetic irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, bio-hazardous, biomedical and other wastes. Wastes also include materials to be recycled, reconditioned or reclaimed.
18. **"Potential Claim"** means written notice from the **insured** of a specific circumstance involving particular and specific **professional service(s)** which may result in a **claim** for **bodily injury** or **property damage** caused by or arising from **professional services** by the **insured**.
19. **"Professional Services"** means the rendering of health care, treatment or services within a doctor–patient relationship.

20. **"Property Damage"** means physical injury to, or destruction of, tangible property, including all resulting loss of use of that property.
21. **"Suit"** means a civil action which requests money **damages** because of **bodily injury** or **property damage** to which this policy applies.
22. **"Terrorism"** means activities against persons, organizations or property of any nature:
- a. That involve the following or preparation for the following:
 - (1) Use or threat of force or violence; or
 - (2) Commission or threat of a dangerous act; or
 - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
 - b. When one or both of the following applies:
 - (1) 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
 - (2) 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.

SECTION XI – CONDITIONS

1. Action Against Company

No action shall lie against the Company unless there has been full compliance with all of the terms of the this policy, nor until the amount of the **insured's** obligation to pay **damages** shall have been finally determined either by judgment against the **insured** after actual trial and appeal, or by written agreement of the **insured**, the claimant and the Company.

Nothing contained in this policy shall give any person or organization any right to join the Company as a co-defendant in any action against the **insured** to determine the **insured's** liability.

2. Authorization Of Named Insured

The **named insured** shown in the Declarations of this policy shall be the authorized agent of all **insureds**, specifically named in any Endorsement attached to the policy, with respect to any notice required under the terms of the policy, including but not limited to premium due notices, policy issuance, any changes in the policy, renewal premium notices, Endorsements to the policy, cancellation, non-renewal and unearned premium refunds.

3. Assessability

This policy is non-assessable.

4. Assignment

The interest of the **named insured** under this policy cannot be transferred or assigned without the written consent of the Company.

5. Bankruptcy Or Insolvency

Bankruptcy or insolvency of the **named insured** or the **named insured's** estate shall not relieve the Company of any of its obligations.

6. Cancellation / Non-Renewal / Non-Payment / Rescission

a. Cancellation - Named Insured's Request

You may cancel all coverage under the policy at any time, by giving ten (10) days advanced written notice to the Company. Such written notice must specify the date that cancellation is requested. Note – All coverage will end at 12:01 A.M. Standard Time, at the **named insured's** address referenced in the Declarations, on the cancellation date. Unearned premium will be refunded to the **named insured**, within a reasonable period of time, in accordance with the customary short rate table and procedure, subject to the retention by the Company of any minimum earned premium stated in the Declarations.

b. Cancellation - Company's Request

The Company may terminate coverage under this policy by mailing advanced notice, to the last known address of the **named insured**, stating the Company's intent to cancel the policy not less than thirty (30) days prior to the cancellation date. Such notice shall include the cancellation date of the policy and the reason for termination. Any unearned premium, if any, will be refunded to the **named insured**, within a reasonable period of time, in accordance with the customary pro rata tables and procedures, subject to the retention by the Company of any minimum earned premium stated in the Declarations.

In the case of nonpayment of premium, the policy may be canceled by the Company by mailing written notice to the **Named Insured** at the address shown in the policy at least ten (10) days before the effective date of cancellation.

c. Non-Renewal

The Company may non-renew this policy by mailing or delivering to the **Named Insured** at the address stated in the Declarations Page written notice of nonrenewal at least thirty (30) days before the expiration date of this policy. The offer of renewal policy terms, conditions, or premium amount different than those in effect prior to renewal does not constitute non-renewal.

d. Non-Payment of the Renewal Premium

The policy's renewal premium is due and payable in advance, on or before the policy's renewal date. Non-payment of the premium owed, on or before the renewal date, shall be deemed cancellation by the **named insured** effective at the end of the **policy period**.

e. Authorization to apply any premium refund to unpaid Deductible(s)

As a condition precedent to issuance of the policy, the **named insured** consents to the Company applying any unearned premium refund towards any outstanding unpaid Deductible(s), due to the Company under the terms of this policy. In this eventuality, within a reasonable period of time, the Company shall provide the **named insured** with a detailed explanation of the transaction and shall refund the **named insured** with any unearned premium in excess of the unpaid Deductible(s) within a reasonable period of time.

f. Policy Rescission

By signing the application, each **named insured** declares that the information contained in the application is true, complete and accurate and that no **material misrepresentation** and/or material facts have been omitted, suppressed, misstated or concealed. Any policy issued by the Company is done so in reliance upon the truth, completeness and accuracy of the information contained in the application and its supporting documents. The Company may void coverage and rescind the policy if the **insured** knowingly provides incorrect, untrue, incomplete or inaccurate information or omits, suppresses misstates or conceals information.

7. Changes In Insured's Practice, Licensure Or Privileges

The **named insured** shall immediately notify the Company:

- a.** If your license to practice is restricted in any way, suspended, revoked, or otherwise terminated;
 - b.** If your hospital staff privileges are restricted in any way, suspended, revoked, or otherwise terminated;
or
 - c.** Of any material changes in your specialty or practice as described in your Application for this policy.
- Failure to immediately notify the Company will disqualify the **named insured** from being able to exercise the option to purchase an Extended Reporting Period Endorsement.

8. Changes In The Policy

The terms of this policy cannot be changed or waived except by written Endorsement issued to form a part of the policy by the Company.

9. Declarations And Application

By acceptance of this policy the **named insured** acknowledges that all statements in the Application(s) are their representations, that they shall be deemed material, and that this policy is issued in reliance upon the truth of such representations. Furthermore, the **named insured** agrees the Declarations and this policy

embodies all agreements existing between the **named insured** and the Company or any of its agents or brokers relating to this insurance.

10. Inspection And Audit

We may examine any **insured** under oath, while not in the presence of any other **insured** and at such times as may be reasonably required, about any matter relating to this insurance or **Claim**, including an **insured's** books and records. In the event of an examination, an **insured's** answers must be signed.

11. Named Insured's Duties In The Event Of A Claim or Potential Claim

- a. **Notice of Claim or Potential Claim** – If a **claim** or **potential claim** covered by this policy is made against the **insured**, the **insured** shall deliver to the Company within ten (10) days after the date of receipt of the **claim** or **potential claim**, every demand, notice, summons, notice of intent to sue, complaint, any document the **insured** or the **insured's** representative receives relating to a **claim**.
- b. **Cooperation** – The **insured** must cooperate and assist the Company and the appointed defense counsel in the investigation and defense; and shall, upon request, submit to examination and interrogation by a representative of the Company, under oath if required, attend hearings, depositions and trials, assist in effecting any settlement, securing and giving evidence, and obtaining the attendance of witnesses, all without charge to the Company.

The **insured** shall further cooperate with the Company to do whatever is necessary to secure and effect any rights of indemnity, contribution or apportionment that the **insured** may have. Any failure of the **insured** to cooperate that prejudices our ability to defend any **claim**, shall, at the option of the Company, nullify and terminate the application of this insurance to such **claim**, all other pending **claims**, and will disqualify the **insured** from being eligible to exercise the option to purchase an Extended Reporting Period.

- c. No **insured** shall, except at their own expense, make any payment, admit any liability, agree to any settlement of a **claim** or **potential claim**, incur any expenses or assume any obligations without our written consent.
- d. 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 any **damages** awarded (if any) if **suit** or any other proceeding is brought on a **claim**.

12. Disclosures On Renewal Applications

Disclosure of a **claim** or **potential claim** on a renewal application for insurance or a **Claim** Information Supplement that is submitted to the Company shall not be notice of a **claim** or **potential claim**. In order for the Company to have notice of a **claim** or **potential claim** you must follow reporting requirements in conditions 11a-d above.

13. Non-Stacking Of Limits

If this policy and any other primary Professional Liability Insurance Policy issued by this Company or any affiliated or related company applies to the same **claim** or series of related **claims** seeking **damages** for **bodily injury** and/or **property damage** arising out of **professional services** to which coverage applies;

- a. the Company shall not be liable under this policy for a greater proportion of the loss than the applicable Limit of Liability under this policy bears to the total Limits of Liability of all such policies, and;
- b. the maximum amount payable under all such policies shall not exceed the Limit of Liability of that policy which has the largest Limit of Liability.

Nothing contained in this clause shall be construed to increase the Limits of Liability available under this policy.

This condition does not apply to any policy issued by us or any affiliated company specifically to apply as excess insurance over this policy.

14. Other Insurance

Subject to the **Non-Stacking of Limits** condition above, if there is other valid insurance, whether primary, excess, contingent or self-insurance, which may apply against a **claim** covered by this policy, the insurance

provided hereunder shall be deemed excess insurance over and above the applicable limit of all other insurance or self- insurance except for that insurance purchased specifically in excess of this policy. This policy is written as specific excess of coverage available under any Extended Reporting Period, Optional Extended Reporting Period and Automatic Extended Reporting Period or similar period in any prior policy(ies).

When this insurance is excess, the Company shall have no duty under this policy to defend any **claim** that any other insurer or self- insurer has a duty to defend. If such other insurer or self- insurer refuses to defend such **claim**, the Company shall be entitled to the **named insured's** rights against all such other insurers or self-insurers for any **claim expenses** incurred by the Company.

15. Premium

All premiums and other charges shall be computed in accordance with the Company's rules, rates, rating plan, minimum premiums and individual risk considerations.

16. Reimbursement

While the Company has no duty to do so, if the Company pays **damages**:

a. Within the amount of the applicable Deductible, and/or

b. In excess of the applicable Limit of Liability;

the **named insured** shall be liable to the Company for such amounts. Upon written demand, the **insured** shall repay such amounts to the Company within ten (10) days thereof.

17. Subrogation

In the event of any payment under this policy, the Company shall be subrogated to all the **insured's** rights of recovery for such loss against any person or entity other than an employee of any **insured**. The **insured** shall execute and deliver instruments or papers and do whatever else is necessary to secure such rights. The **insured** shall do nothing after the **claim** to waive or prejudice such rights.

SECTION XII – EXTENDED REPORTING PERIOD

1. An optional Extended Reporting Period is available to each **named insured** in the event:
 - a. Of cancellation or non-renewal of this policy by the **named insured** or the Company for any reason other than:
 - (1) Flat cancellation by the Company effective at policy inception for non-payment of premium;
 - (2) Cancellation by the Company effective mid-term for nonpayment of any premium;
 - (3) Failure to comply with policy provisions;
 - (4) Non-payment of a Deductible(s);
 - (5) Failure to cooperate with us; or
 - (6) Fraud, concealment or **material misrepresentation** of facts in the Application or Renewal Application for this policy or any renewal policy for this insurance; or
 - b. That the Company advances a retroactive date from one previously applied by the Company.

The quotation of a different premium, Deductible and/or Limit of Liability for renewal does not constitute a cancellation or refusal to renew for the purpose of this provision.

2. Each **named insured**, upon full payment of an additional premium calculated at that percentage shown in the Declarations of the full annual premium per named insured shall have the option to extend the time during which **claims** can be reported, subject to the terms and conditions of this policy or Endorsements attached thereto.

This Extended Reporting Period applies to **claims** first made against the **named insured** during:

- a. twelve (12) calendar months; or
- b. thirty-six (36) calendar months; or
- c. sixty (60) calendar months; or
- d. as otherwise indicated on the Declarations or an Endorsement;

following immediately upon the effective date of such cancellation or non-renewal, but only for **professional services** performed subsequent to the retroactive date and prior to the effective date of such cancellation or non-renewal, and which is otherwise covered by this policy.

3. The right to purchase the Extended Reporting Period shall terminate thirty (30) days after such cancellation or non-renewal unless written notice of such election, together with the additional premium, is received by the Company or its authorized representative within that thirty (30) day period. Once an election to purchase an Extended Reporting Period, at time duration a., b., c., or d., above is made, the **named insured** cannot change to shorten or extend the time duration initially chosen.
4. In the event a **named insured** dies or becomes **permanently and totally disabled** during the **policy period**, an Extended Reporting Period, for a duration of sixty (60) months (option c., above) will be granted at no additional premium, provided that within thirty (30) days of the death, **permanent and total disability** or cancellation or non-renewal:
 - a. the named insured's estate requests the Extended Reporting Period and furnishes written evidence and proof of the date of the named insured's death, or
 - b. the named insured provides evidence and proof of the **permanent and total disability** including the date of the actual disability and written certification by the **named insured's** attending physician (other than another physician practicing in the same group as the **named insured**). The **named insured** also agrees to submit to any medical examination(s) as requested by the Company, by any physician designated by the Company for the purpose of verifying such disability.

As a condition precedent to the **named insured's** right to purchase the Extended Reporting Period, the full premium of this policy and any Deductible amounts that are due must have been paid.

At the commencement of any Extended Reporting Period, the entire premium shall be deemed earned and the Company shall not be liable to return to the Insured any portion of the premium for any Extended Reporting Period.

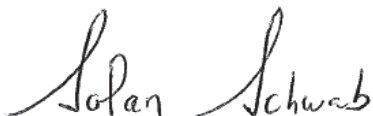
The fact that the period during which **claims** must be first made against the **named insured** under this policy is extended by virtue of the Extended Reporting Period shall not in any way increase the Limit of Liability of this policy. The Limit of Liability available under the Extended Reporting Period shall be part of, and not in addition to, the Limit of Liability available under the last policy or renewal issued to the **named insured**.

Any coverage provided under this Extended Reporting Period shall be excess of other coverage available to the insured for a **claim** reported during this Extended Reporting Period.

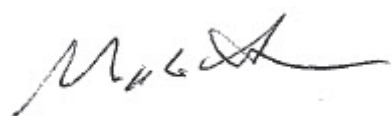
In no way does any Extended Reporting Period change the requirement that **claims** must be reported to us in writing within ten (10) days of receipt by the **named insured** of a written notice of a **claim**.

IN WITNESS WHEREOF **The General Star Indemnity Company** has caused this Policy to be signed by its President and Secretary at Stamford, Connecticut, but the same shall be binding upon the Company unless countersigned on the Declarations Page by an authorized representative of the Company.

GENERAL STAR INDEMNITY COMPANY



Secretary



President

GENERAL STAR INDEMNITY COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT CLAUSE

It is agreed that in the event of the failure of General Star Indemnity Company (the "Insurer") to pay any amount claimed to be due hereunder, the Insurer, at the request of the insured, will submit to the jurisdiction of any Court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give such Court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court. However, nothing in this provision constitutes a waiver of the Insurer's rights 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 of America or of any State in the United States.

It is further agreed that service of process in such suit may be made upon the Insurer by certified mail, return receipt requested, addressed to the Insurer in care of its **Corporate Secretary**, Attention: Legal Department, General Star Indemnity Company, 120 Long Ridge Road, Stamford, CT 06902-1843. In any suit instituted under this contract, Insurer will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-referenced Corporate Secretary, or his designee, is authorized and directed to accept service of process on behalf of the Insurer in any such suit or upon the request of the insured to give a written undertaking to the insured that it will enter a general appearance upon the Insurer's behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States of America, which makes provision therefore, the Insurer hereby designates the Superintendent, Commissioner or Director of Insurance, or such other insurance department representative, or such other governmental officer, such as the Secretary of State, specified for that purpose in the statute, or his successor or successors in office, as its 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 any beneficiary hereunder arising out of this contract of insurance, and hereby designates the Insurer's Corporate Secretary as the person to whom the said insurance department representative is authorized to mail such process or a true copy thereof.

GENERAL STAR INDEMNITY COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement # 1, effective September 8, 2022 forms a part of Policy # IJG932991

issued to Christopher Seitz, MD by GENERAL STAR INDEMNITY COMPANY.

AMENDATORY ENDORSEMENT

SECTION XII – EXTENDED REPORTING PERIOD, item 4., Section a. & b. are deleted in their entirety and replaced with the following:

4. In the event a **named insured** dies, becomes **permanently and totally disabled**, or retires during the policy period, an Unlimited Extended Reporting Period will be granted at no additional premium, provided that within thirty (30) days of the death, **permanent and total disability**, or retirement:
 - a. the **named insured's** estate requests the Unlimited Extended Reporting Period and furnishes written evidence and proof of the date of the **named insured's** death, or
 - b. the **named insured** provides evidence and proof of the **permanent and total disability** including the date of the actual disability and written certification by the **named insured's** attending physician (other than another physician practicing in the same group as the **named insured**). The **named insured** also agrees to submit to any medical examination(s) as requested by the Company, by any physician designated by the Company for the purpose of verifying such **permanent and total disability**; or
 - c. If at any time after reaching age 55, and having been continuously insured by the Company on a claims-made basis for a minimum of 5 years, the **named insured** elects to retire from practice of medicine.

GSI-06-PS-460 (02/2007)

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GENERAL STAR INDEMNITY COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



EXCLUSION – CYBER PRIVACY EVENT, CYBER SECURITY EVENT, DATA RELATED LIABILITY AND INTERRUPTION OR FAILURE OF SERVICES

This endorsement modifies insurance provided under this policy as follows:

1. It is hereby understood and agreed that the following exclusions are added to the policy:

- a. Any **cyber privacy event**;
- b. Any **cyber security event**; or
- c. The loss of, loss of use of, damage to, corruption of, inability to access, inability to manipulate, impairment of, or error in the design or manufacture of **electronic data**.

These exclusions apply even if **damages** are claimed for notification costs, credit monitoring expenses, issuance or reissuance of payment cards, attorneys' fees, forensic expenses, public relations expenses or any other loss, cost or expense incurred by any **insured** or others arising out of that which is described in Paragraphs **a.**, **b.**, or **c.** above, as defined.

d. Interruption Or Failure Of Services

- (1) Any electrical, telecommunication (including internet service providers), satellite or mechanical failure of infrastructure or service (of any kind or degree whatsoever including, but not limited to, the interruption of electric power supply, power surge, brownouts, blackouts, short circuits, overvoltage, induction or power fluctuation) not under the operational control of the **insured**;
 - (2) Any cessation or slowdown of those activities conducted by you in the normal conduct of your business or your suspension of your business activities:
 - (a) for the purpose of avoiding or mitigating the possibility of transmitting any malware to another person or entity;
 - (b) due to insufficient capacity to process transactions; or
 - (c) due to an overload of activity on any **information system**.
2. For the purposes of this endorsement, it is hereby understood and agreed that the following definitions are added to the policy:
- a. **Cyber privacy event** means any actual, alleged, or attempted:
 - (1) Access to or disclosure of **protected information**;
 - (2) Loss of **protected information**;
 - (3) Failure to maintain or provide your publicly available privacy policy in compliance with any **privacy or security regulation**; or
 - (4) Violation of any **privacy or security regulation**.

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GENERAL STAR INDEMNITY COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- b. Cyber security event** means any actual, alleged, attempted or threatened:
- (1) Unauthorized access to or unauthorized use of any **information system**;
 - (2) Denial of service attack;
 - (3) **Social engineering incident**;
 - (4) Extortion or ransomware incident;
 - (5) Release, introduction, transmission or facilitation of any malware into any **information system**;
 - (6) Loss in any way involving cryptocurrency or any other fungible token, non-fungible token (NFT), or any account, wallet, address, or access credential that secure any of the foregoing;
 - (7) Loss in any way involving virtual reality, augmented reality or the metaverse; or
 - (8) Violation of any **privacy or security regulation**.
- c. Electronic data** means information, facts or programs stored as or on, created or used on, or transmitted to or from any **information system**.
- d. Information system** means any:
- (1) Electronic hardware including, but not limited to, any:
 - (a) Computer;
 - (b) Transportable, mobile or handheld device;
 - (c) Operational Technology (OT) or Industrial Control System (ICS) machinery, equipment or device (including but not limited to Industrial Internet of Things (IIoT) machinery, equipment or device);
 - (d) Internet of Things (IoT) device;
 - (e) Network equipment;
 - (f) Electronic data storage (including but not limited to any hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices, any other media, storage area network (SAN) or electronic data backup facility);
 - (g) Associated input or output device; or
 - (h) Related component;
 - (2) Paper storage;
 - (3) Software (including but not limited to firmware, middleware, software components, operating systems, client-server based software, individual applications, network related software, artificial intelligence, or any other software that is distinct from any of the foregoing);
 - (4) Communication network (including but not limited to those used in connection with the items described in paragraphs **d.(1)** through **d.(3)** above); or

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GENERAL STAR INDEMNITY COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- (5) Interface or other means (including but not limited to those items described in paragraphs d.(1) through d.(4) above) by which any user interacts with any **information system**.

Paragraphs d.(1) through d.(5) above include, but are not limited to, any software-as-a-service (SaaS), platform-as-a-service (PaaS), web/cloud or other multi-tenant service or storage model.

- e. **Privacy or security regulation** means any federal, state, local or foreign current or future statute, law, rule or regulation associated with the control, correction, collection, protection, retention, handling, disposal, processing, disclosure, sharing, sale, maintenance, acquisition, storage, access to, use or misuse, of **protected information**.

Privacy or security regulation includes but is not limited to:

- (1) The Health Insurance Portability and Accountability Act of 1996 (as amended) (HIPAA) or the Health Information Technology for Economic and Clinical Health Act (HITECH Act) and their implementing regulations, or protected health-related information under any similar federal, state, local or foreign law;
- (2) The Gramm-Leach Bliley Act of 1999 and its implementing regulations;
- (3) The California Security Breach Notification Act (CA SB 1386) and Massachusetts 201 CMR 17.00;
- (4) The Identity Theft Red Flags under the Fair and Accurate Credit Transactions Act of 2003;
- (5) The Fair Credit Reporting Act (15 U.S.C. §1681);
- (6) Section 5(a) of the Federal Trade Commission Act, 15 U.S.C. §45(a), but solely for alleged violations of unfair or deceptive acts or practices in or affecting commerce;
- (7) The Data Protection Act of 1998 or similar legislation to comply with the European Union Data Protection Directive 95/45/EC of 1995;
- (8) The European Union General Data Protection Regulation (Regulation (EU) 2016/679 – GDPR);
- (9) The New York Cybersecurity Regulation (23 NYCRR Part 500);
- (10) The California Consumer Privacy Act of 2018;
- (11) The California Privacy Rights Act of 2020;
- (12) The Biometric Information Privacy Act (740 ILCS 14/); or
- (13) Any other federal, state, local or foreign statute, law, rule or regulation concerning data protection or information security.

- f. **Protected information** means any:

- (1) information not available to the general public through which an individual may be identified, as set forth in any **privacy or security regulation**, including (but not limited to) an individual's:

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GENERAL STAR INDEMNITY COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- (a) social security number, driver's license number or state identification number;
 - (b) protected health information;
 - (c) financial account numbers;
 - (d) security codes, passwords, personal identification numbers associated with credit, debit or charge card numbers which would permit access to financial accounts;
 - (e) biometric data; or
 - (f) any other nonpublic information as set forth in any **privacy or security regulation**; or
- (2) business records, customer lists, intellectual property (including but not limited to patents, trade secrets, data, designs, interpretations, forecasts, methods, practices, processes, reports, ideas or expressions of ideas) or any other non-public information entrusted to an **insured** under a written contract to protect its confidentiality.
- g. Social engineering incident** means any **insured**:
- (1) having transferred, paid or delivered funds, data or information; or
 - (2) accepted, completed or relayed instructions
as a result of any deceptive, misleading or deceitful instruction (including but not limited to any written, electronic, virtual, telephone or in-person instruction).
3. This exclusion does not apply to the extent that any cyber coverage, as described in paragraphs **1.a.**, **1.b.**, **1.c.**, or **1.d.** of this exclusion, is affirmatively endorsed to or otherwise affirmatively made a part of this policy.

GENERAL STAR INDEMNITY COMPANY



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PHYSICIANS & SURGEONS PRIVATE CITIZEN STATUTORY ABORTION LIABILITY EXCLUSION

This endorsement modifies insurance under the following:

PHYSICIANS & SURGEONS PROFESSIONAL LIABILITY INSURANCE

The following exclusion is added and applicable to any and all coverages provided under this policy:

It is hereby understood and agreed that this policy does not apply, and the Company shall not be obligated to defend, pay **claim expenses** or **damages** on behalf of or indemnify an **insured** with respect to any **claim** or **potential claim** based upon, arising out of, caused by, contributed to by, brought under, pursuant to, in challenge to, or in any way related to any statute that authorizes private citizens other than the patient to bring a **claim** against any **insured** for an abortion.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN THE SAME.

<i>The premium for this endorsement is included within the premium shown on the Declarations unless a specific amount is shown here.</i>	<i>Additional Premium \$</i> <i>Return Premium \$</i>
<i>This endorsement takes effect upon the Policy Effective Date, unless another Endorsement Effective Date is shown here:</i>	<i>Endt. Effective Date:</i>
<i>Named Insured:</i> Christopher Seitz, MD	<i>For attachment to Policy No.</i> IJG932991
<i>Date Issued (if other than Policy Effective Date):</i> September 15, 2022	<i>Endorsement No.:</i> 2

GENERAL STAR INDEMNITY COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



PROFESSIONAL SERVICES REDEFINED

This endorsement modifies insurance provided under your policy.

It is hereby understood and agreed that the definition of “**professional services**” in **SECTION X- DEFINITIONS, 18. Of the Select Professional Liability Insurance Policy** is deleted and replaced in its entirety by the following:

18. “**Professional Services**” means the rendering of healthcare, treatment or services within a doctor-patient relationship resulting from or involving the performance of the following specified medical procedure(s):

Coverage limited to insured’s work as a medical director for Guardian Medical Direction.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN THE SAME.

The premium for this endorsement is included within the premium shown on the Declarations unless a specific amount is shown here.		Additional Premium \$
		Return Premium \$
This endorsement takes effect upon the Policy Effective Date, unless another Endorsement Effective Date is shown here:		End't. Effective Date:
Issued to: Christopher Seitz, MD		For attachment to Policy No. IJG932991
Date Issued (if other than Policy Effective Date): September 15, 2022		Endorsement No.: 3

GENERAL STAR INDEMNITY COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



APPLICATION ATTACHMENT ENDORSEMENT

This endorsement modifies insurance provided under the following policy:

PHYSICIANS AND SURGEONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART

The Application(s), completed and executed by the **Named Insured(s)** with any and all other attachments which the Company has relied upon in the issuance of this policy, is/are deemed attached to this policy or is/are endorsed to the policy pursuant to the statutory and/or case law requirements that apply.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

<i>The premium for this Endorsement is included within the premium shown on the Declarations unless a specific amount is shown here.</i>		Additional Premium \$
		Return Premium \$
<i>This Endorsement takes effect upon the Policy Effective Date, unless another Endorsement Effective Date is shown here:</i>		Endt. Effective Date:
Issued to: Christopher Seitz, MD	For attachment to Policy No.	IJG932991
Date Issued (if other than Policy Effective Date): September 15, 2022	Endorsement No.:	4



State of Rhode Island

Department of State | Office of the Secretary of State

Gregg M. Amore, *Secretary of State*

I, GREGG M. AMORE, Secretary of State of the State of Rhode Island,
hereby certify that this document, duly executed in accordance with the provisions
of Title 7 of the General Laws of Rhode Island, as amended, has been filed in this

office on this day:

May 30, 2023 06:13 PM

A handwritten signature in black ink, reading "Gregg M. Amore". The signature is written in a cursive style.

Gregg M. Amore
Secretary of State

