



**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 Pangborn Premier Eye Care, Inc.

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:

OPTOMETRY

**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	1,000.00

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):

ALL SHARES OF COMMON STOCK SHALL HAVE EQUAL RIGHTS AND PRIVILEGES, INCLUDING ONE VOTE PER SHARE ON ALL MATTERS REQUIRING SHAREHOLDER APPROVAL. THERE SHALL BE NO PREEMPTIVE RIGHTS. THE CORPORATION IS ORGANIZED EXCLUSIVELY FOR THE PURPOSE OF PROVIDING PROFESSIONAL OPTOMETRIC SERVICES IN ACCORDANCE WITH R.I.G.L. § 7-5.1.

**ARTICLE IV**

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

No. and Street: 133 MAIN ST

City or Town: WAKEFIELD

State: RI

Zip: 02879

The name of its initial registered agent at such address is JOSHUA PANGBORN

**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:

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> Address, City or Town, State, Zip Code, Country
INCORPORATOR	JOSHUA A PANGBORN	77 CHARLESTOWN BEACH RD CHARLESTOWN, RI 02813 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 22 Day of July, 2025 at 9:19:33 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.*  
<BR> JOSHUA A PANGBORN

Form No. 112  
Revised 09/07

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**AOA Liability & Business Insurance | An AOA Member Benefit**  
Insurance Program Administered by Lockton Affinity, LLC  
PO Box 410679 | Kansas City, MO 64141-0679  
**PHONE** 888.343.1998 | **FAX** 913.652.4734  
**EMAIL** [info@aoainsurancealliance.com](mailto:info@aoainsurancealliance.com)  
**WEB** [aoainsurancealliance.com](http://aoainsurancealliance.com)

July 22, 2025

Pangborn Premier Eye Care  
Joshua A. Pangborn O.D.  
77 Charlestown Beach Rd  
Charlestown, RI 02813

Dear Joshua Pangborn:

Thank you for your participation in the AOA Insurance Alliance Program. Your insurance documents for coverage effective 08/01/2025 are enclosed. If you have any questions regarding these documents or your coverage in the AOA Insurance Alliance please contact us at 888-343-1998.

To assist you in reporting claims, we have enclosed claim reporting procedures. Prompt reporting of all claims or potential claims is the key to effective claims management. Please keep these claim reporting procedures in a convenient place for easy reference.

We appreciate your business!

Sincerely,

Your Client Solutions Team

Account #3135311

**BERKLEY SELECT on behalf of GREAT DIVIDE INSURANCE COMPANY**  
**CLAIM REPORTING PROCEDURES**

In the event of an incident which may result in a claim, an actual claim or your receipt of suit papers, please follow the procedures outlined below:

**NOTICE OF EACH INCIDENT, CLAIM OR SUIT SHOULD IMMEDIATELY BE REPORTED TO:**

**BERKLEY SELECT CLAIMS DEPARTMENT on behalf of:**

**Great Divide Insurance Company**

**550 W. JACKSON BLVD., SUITE 500  
CHICAGO, IL 60661**

**Fax: (312) 207-1933**

**E-mail: [newclaim@berkleyselect.com](mailto:newclaim@berkleyselect.com)**

**Online: [www.berkleyselect.com/claims/report-claim](http://www.berkleyselect.com/claims/report-claim)**

**TO ENABLE US TO RESPOND MORE QUICKLY AND EFFICIENTLY**, please fax or email any pertinent details of the claim directly to our attention.

**PLEASE BE SURE TO INCLUDE:**

- **Your Name, Address and Phone Number;**
- **Your Policy Number and the Policy Period;**
- **A written narrative of the circumstances surrounding the claim or potential claim;**
- **Names and addresses of the claimant;**
- **Details of the any underlying claim, including current status and the amount in controversy or relief demanded.**
- **If you are submitting the report by mail or fax, please also include any letters of demand or any legal papers which you have received regarding the claim.**

**Please provide your professional liability insurance agent a copy of all claim notices and correspondence sent to Berkley Select on behalf of Great Divide Insurance Company.**





**Re: HIPAA BUSINESS ASSOCIATE AGREEMENT**

Dear Doctor:

As you know, the Health Insurance Portability and Accountability Act (HIPAA) was enacted by the U.S. Congress in 1996. The HIPAA Privacy Regulations went into effect in April of 2003, and the HIPAA Security Regulations became effective April 21, 2005.

As a health care provider, you are considered a covered entity under HIPAA. As your insurer, we are considered a "Business Associate" for purposes of the HIPAA Privacy and Security Regulations. One of the requirements of the privacy regulations is that covered entities obtain written, satisfactory assurances from business associates that the Business Associate will properly safeguard protected health information. Enclosed is our written Business Associate Agreement, which provides you with the required satisfactory assurances that we will appropriately safeguard any protected health information that is disclosed to us by you in the course of our insurance relationship.

This is for your records and requires no action on your part with respect to the business associate relationship between us. Should you have further questions regarding HIPAA, additional information is available at <http://www.hhs.gov/ocr/>. For our complete privacy policy, please visit [www.NautilusInsGroup.com](http://www.NautilusInsGroup.com).

Sincerely,



Brad J. Feller  
Manager – Programs

## **HIPAA PRIVACY BUSINESS ASSOCIATE AGREEMENT**

This Agreement is between Berkley Select, W. R. Berkley Company, acting on behalf of Nautilus Insurance Company and/or Great Divide Insurance Company (“Business Associate”) and the Insured (“Covered Entity”). Business Associate and the Insured have an insurer/insured relationship by virtue of a Professional Liability Policy issued by Nautilus Insurance Group to the Insured. The parties intend to use this Agreement to satisfy the Business Associate contract requirements in the regulations at 45 CFR 164.502(e) and 164.504(e), issued under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

### **1.0 Definitions**

Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in 45 CFR 160.103 and 160.501. Notwithstanding the above, “Covered Entity” shall mean the Insured, “Individual” shall have the same meaning as the term “individual” in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g); “Secretary” shall mean the Secretary of the U.S. Department of Health and Human Services or his designee; and “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

### **2.0 Obligations and Activities of Business Associate**

- (a) Business Associate agrees not to use or further disclose Protected Health Information other than as permitted or required by Section 3.0 of this Agreement, or as Required by Law.
- (b) Business Associate agrees to use proper safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (c) Business Associate agrees to mitigate any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- (d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement.
- (e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- (f) Business Associate agrees to provide access, at the request of Covered Entity or an Individual, and in a prompt and reasonable manner consistent with the HIPAA regulations, to Protected Health Information in a designated Record Set, to the Covered Entity or directly to an Individual in order to meet the requirements under 45 CFR 164.524.
- (g) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity or an Individual directs or agrees to pursuant to 45 CFR 164.528.

- (h) Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, available to the Covered Entity, or at the request of the Covered Entity, to the Secretary in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (i) Business Associate agrees to document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (j) Business Associate agrees to document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, in a prompt and reasonable manner consistent with the HIPAA regulations.
- (k) Business Associate agrees to satisfy all applicable provisions of HIPAA standards for electronic transactions and code sets, also known as the Electronic Data Interchange (EDI) Standards, at 45 CFR Part 162 no later than October 16, 2003, or such other date promulgated by proper regulatory authorities. Business Associate further agrees to ensure that any agent, including a subcontractor, that conducts standard transactions on its behalf will comply with the EDI standards.
- (l) Business Associate agrees to determine the Minimum Necessary type and amount of PHI required to perform its services and will comply with 45 CFR 164.502(b) and 514(d).

### **3.0 Permitted or Required Uses and Disclosures by Business Associate**

- (a) General Use and Disclosure. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract and in this Agreement, provided that such use or disclosure of Protected Health Information would not violate the Privacy Rule, including the minimum Necessary requirement, if done by Covered Entity.
- (b) Additional use and disclosure.
  - (i) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
  - (ii) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that such disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- (iii) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- (iv) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

**4.0 Obligations of Covered Entity to inform Business Associate of Covered Entity's Privacy Practices, and any Authorization or Restrictions.**

- (a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice.
- (b) Covered Entity shall provide Business Associate with any changes in, or revocation of, Authorization by Individual or his or her personal representative to use or disclose Protected Health Information, if such changes affect Business Associate's uses or disclosures of Protected Health Information.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected health information that Covered Entity has agreed to in accordance with 45 CFR 164.522, if such changes affect Business Associate's uses or disclosures of Protected Health Information.

**5.0 Permissible Requests by Covered Entity.**

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

**6.0 Term and Termination.**

- (a) Term. The Term of this Agreement shall be effective as of the date the Professional Liability policy issued to the Covered Entity and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) Termination for Cause. Without limiting the termination rights of the parties pursuant to the Contract, and upon Covered Entity's knowledge of a material breach by Business Associate of a provision under this Agreement, Covered Entity shall provide an opportunity to Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, or immediately terminate the Contract if Business Associate has breached a material term of this Agreement and cure is not possible. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- (c) Effect of Termination. The parties mutually agree that it is essential for Protected Health Information to be maintained after the expiration of the Agreement for regulatory and other business reasons. The parties further agree that it would be infeasible for Covered Entity to maintain such records

because Covered Entity lacks necessary systems and expertise. Accordingly, Covered Entity hereby appoints Business Associate as its custodian for the safe keeping of any record containing Protected Health Information that Business Associate may determine it is appropriate to maintain.

Notwithstanding the expiration or termination of the Contract, Business Associate shall extend the protections of this Agreement to such Protected Health Information, and limit further use or disclosure of the Protected Health Information to those purposes that make the return or destruction of the Protected Health Information infeasible.

#### **7.0 Miscellaneous.**

(a) Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.

(b) Amendment. This Agreement may be amended or modified only in writing signed by the parties hereto.

(c) Survival. The respective rights and obligations of Business Associate under 6.0 of this Agreement shall survive the termination of this Agreement.

(d) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.

(e) No third party beneficiary. Nothing expressed or implied in this Agreement or in the Contract is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.

(f) Governing Law. To the extent not preempted by the Privacy Rules or other applicable federal law, this Agreement shall be governed by and construed in accordance with the laws of the state set forth in the Contract. If the Contract does not provide a state in which the Contract shall be governed by and construed in accordance with, then this Agreement shall be governed by and construed in accordance with the laws of the state of Arizona.

(g) Indemnification. The Business Associate agrees to hold harmless, defend and indemnify the Covered Entity and any of its assigns, successors and affiliates against any claims, damages, losses, liabilities, costs and expenses (including reasonable attorney's fees) of every kind, nature and description arising from or relating to or in connection with Covered Entity's, its employees', agents', or contractors' violation of this agreement.

#### **Nautilus Insurance Group, Business Associate**

By: 

**Title: Manager - Programs**

## POLICY HOLDER NOTICES PROVIDED WITH YOUR POLICY

The following forms do not form part of the policy. They are Policy Holder Notices provided to alert you to specific coverage features under your policy. No coverage is provided by these notices, nor can they be construed to replace any provisions of your policy. The listing of Policy Holder Notices is provided below for your convenience only.

### LISTING OF POLICY HOLDER NOTICES

FORM NUMBER		FORM TITLE
AOA AI	03 2012	Policy Holder Notice A.M. Best Rating
PHNCOI	02 11	Policy Holder Notice-Requests for Additional Insured Coverage
ILP001	01 04	Important Notice to Our Policyholders – Certificates of Insurance
265	0220	US Treasury OFAC Notice
		Policyholder Disclosure Notice of Terrorism

**POLICY HOLDER NOTICE**  
**A.M. BEST RATING**  
**Great Divide Insurance Company**

**A.M. Best Rating: A+ Superior**

A.M. Best Company is a worldwide insurance-rating and information agency. **This rating reflects the A.M. Best Company's opinion of an insurer's financial strength and ability to meet ongoing obligations to policyholders** based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength, operating performance and business profile and, where appropriate, the specific nature and details of a rated debt security. A.M. Best Company is not engaged in the offer or sale of any security and does not provide investment advice of any kind. These ratings are not a warranty of an insurer's current or future ability to meet its contractual obligations. Further, **all ratings, are provided "as is," without warranty of any kind, express or implied.** The rating information is the current rating provided by A.M. Best as of the date your insurance policy was mailed to you and is subject to change without notice

**Best's** is a registered trademark of the A.M. Best Company, Inc. The rating symbols "A++", "A+", "A", "A-", "B++" and "B+" are registered certification marks of the A.M. Best Company, Inc. Below is a table providing a brief explanation of the rating symbols.

More detailed information about A.M. Best company and their rating methodology can be viewed on their  
 Website: [www.ambest.com](http://www.ambest.com).

<b>GUIDE TO BEST'S FINANCIAL STRENGTH RATINGS</b>			
	<b>RATING</b>	<b>DESCRIPTOR</b>	<b>DEFINITION</b>
<b>Secure</b>	<b>A++, A+</b>	Superior	Assigned to companies that have, in the opinion of A.M. Best, a <b>superior</b> ability to meet their ongoing obligations to policyholders
	<b>A, A-</b>	Excellent	Assigned to companies that have, in the opinion of A.M. Best, an <b>excellent</b> ability to meet their ongoing obligations to policyholders
	<b>B++, B+</b>	Very Good	Assigned to companies that have, in the opinion of A.M. Best, a <b>very good</b> ability to meet their ongoing obligations to policyholders
<b>Vulnerable</b>	<b>B, B-</b>	Fair	Assigned to companies that have, in the opinion of A.M. Best, a <b>fair</b> ability to meet their ongoing obligations to policyholders, but are <b>financially vulnerable</b> to adverse changes in underwriting and economic conditions.
	<b>C++, C+</b>	Marginal	Assigned to companies that have, in the opinion of A.M. Best, a <b>marginal</b> ability to meet their ongoing obligations to policyholders and are <b>financially vulnerable</b> to adverse changes in underwriting and economic conditions.
	<b>C, C-</b>	Weak	Assigned to companies that have, in the opinion of A.M. Best, a <b>weak</b> ability to meet their ongoing obligations to policyholders and are <b>financially very vulnerable</b> to adverse changes in underwriting and economic conditions.
	<b>D</b>	Poor	Assigned to companies that have, in the opinion of A.M. Best, a <b>poor</b> ability to meet their ongoing obligations to policyholders and are <b>financially extremely vulnerable</b> to adverse changes in underwriting and economic conditions.
	<b>E</b>	Under Regulatory Supervision	Assigned to companies (and possibly their subsidiaries / affiliates) that have been placed by an insurance regulatory authority under a significant form of supervision, control or restraint whereby they are no longer allowed to conduct normal ongoing insurance operations. This would include conservatorship or rehabilitation, but does not include liquidation. It may also be assigned to companies issued cease and desist orders by regulators outside their home state or country.
	<b>F</b>	In Liquidation	Assigned to companies that have been placed under an order of liquidation by a court of law or whose owners have voluntarily agreed to liquidate the company. Note: Companies that voluntarily liquidate or dissolve their charters are <b>generally not insolvent</b> .
	<b>S</b>	Rating Suspended	Assigned to companies that have experienced sudden and significant events affecting their balance sheet or operating performance whereby the rating implications cannot be evaluated due to a lack of timely or adequate information.

**Please Note:** Your payment of premium is your acknowledgement of your approval of the placement of your insurance coverage with the insurance company shown on the policy declarations.

Lockton Affinity, LLC has not performed an independent analysis and as such, cannot guarantee or make any representations in regard to the financial condition of any insurance companies with which we place business.

**Please refer to [www.ambest.com](http://www.ambest.com) for the latest information.**

# POLICY HOLDER NOTICE AOA



## ATTENTION INSURED



### REQUESTS FOR ADDITIONAL INSURED COVERAGE

AN ADDITIONAL INSURED IS A PERSON OR ORGANIZATION WHO IS PROTECTED BY THE TERMS OF THE POLICY FOR SPECIFIED EVENTS OR EXPOSURES. COVERAGE FOR AN ADDITIONAL INSURED IS PROVIDED FOR LIABILITY IMPUTED TO THE ADDITIONAL INSURED AND ARISING OUT OF ACTS COMMITTED BY OR ON BEHALF OF THE NAMED INSURED.

TYPICALLY, THE “WHO IS AN INSURED” SECTION OF THE POLICY DETAILS WHO IS *AUTOMATICALLY* INSURED UNDER THE POLICY AND THE CONDITIONS OF COVERAGE. ADDITIONAL INSUREDS ARE NOT AUTOMATIC INSUREDS BUT MAY BE ADDED BY ENDORSEMENT.

REVIEW YOUR POLICY CAREFULLY BEFORE ENTERING INTO ANY AGREEMENT THAT REQUIRES YOU TO ADD ANOTHER PARTY AS AN ADDITIONAL INSURED TO YOUR POLICY.

PLEASE CONTACT YOUR CLIENT SERVICES REPRESENTATIVE TO ADD ANOTHER PARTY AS A DESIGNATED ADDITIONAL INSURED TO YOUR POLICY.

**ALL SUCH REQUESTS ARE SUBJECT TO PRIOR APPROVAL  
FROM THE COMPANY.**

**CONTACT YOUR CLIENT SERVICES REPRESENTATIVE TOLL FREE  
☎ 1-888-343-1998**

No coverage is provided by this notice nor can it be construed to replace any provision of your policy. You should read your policy and review your Declarations Page for complete information on the coverages you are provided. If there is any conflict between the policy and this Advisory Notice to Policyholders, THE PROVISIONS OF YOUR POLICY SHALL PREVAIL.

# IMPORTANT NOTICE TO OUR POLICYHOLDERS

## CERTIFICATES OF INSURANCE

### GENERAL INFORMATION

A Certificate of Insurance is issued as a matter of information only to provide evidence of insurance. It is not a contract. Certificates are simply snapshots of the basic policy coverages and limits.

A Certificate of Insurance is not an endorsement to the policy. It does not amend, extend or alter the coverage afforded by the policy. The Certificate of Insurance confers no rights upon the certificate holder.

### ADDITIONAL INSURED STATUS

In addition to describing the insurance available to the named insured, a certificate may also indicate that a certificate holder is an additional insured under the referenced policy. This is informational only. The policy issued to the named insured (you) must include the proper additional insured endorsements for coverage to apply. The “Blanket Additional Insured by Written Contract or Agreement Endorsement” is an example of one such endorsement. This endorsement provides coverage for any person or organization whom you are required to add as an additional insured to the policy by written contract, agreement or permit, that is: 1. Currently in effect or becoming effective during the term of the policy; and 2. Executed prior to the loss.

### NOTICE OF CANCELLATION

The standard Certificate of Insurance includes the following statement regarding cancellation notice: “SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.”

Most certificate holders, including additional insureds, will not receive a notice of cancellation or notice of nonrenewal of the named insured’s (your) policy with the following exceptions (and then only when the proper endorsement is attached to the policy and if the cancellation / nonrenewal is initiated by the company):

- Mortgagees (Property Coverage)
- Lender Loss Payees (Property Coverage)
- Additional Insured Lessor (Auto Liability Coverage)

The policy must be specifically endorsed to provide notification of policy cancellation or non-renewal to any other interests. Such requests are subject to prior approval of the named insured (you) and the insurance company.

### MODIFICATION OF CERTIFICATE OF INSURANCE STANDARD LANGUAGE

Many states required that the Certificate of Insurance form be filed and approved by the State Insurance Department and it may not be modified without prior approval of the State Insurance Department. At least 34 states have clarified that issuance of a “modified” certificate would be considered a violation of state law. We ask that you be aware of this restriction when negotiating and agreeing to insurance requirements in contracts with third parties. While we are willing to do whatever we can within the bounds of applicable state laws and regulations to assist you in both enforcing and complying with the insurance requirements of your third party contracts, we are prohibited from modifying the standard language of the Certificate of Insurance forms.

If you have any questions, please contact your Client Solutions Representative at:

AOA Insurance Alliance Program

☎ 888-343-1998 Toll Free ☎

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

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

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

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

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

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

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

**GREAT DIVIDE INSURANCE COMPANY**

**OPTOMETRISTS PROFESSIONAL LIABILITY POLICY**

**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM INSURANCE COVERAGE**

Coverage for acts of terrorism, as defined in the Terrorism Risk Insurance Act, as amended, (the “Act”), is included in your policy. As defined in Section 102(1) of the Act: The term “act of terrorism” means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Act. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Act contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers’ liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism as defined in the Act is \$0, and does not include any charges for the portion of losses covered by the United States government under the Act.

**GREAT DIVIDE INSURANCE COMPANY**  
a North Dakota Stock Corporation

**OPTOMETRIST PROFESSIONAL LIABILITY  
INSURANCE POLICY**

THIS POLICY CONSISTS OF:

- Declarations; and
- One or more Coverage Parts. A Coverage Part consists of:
  - One or more Coverage Forms; and
  - Applicable Forms and Endorsements.

In Witness Whereof, the Company has caused this policy to be signed by its President and Chief Executive Officer and Secretary:



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President and Chief Executive Officer



---

Secretary

**Service Office:**

550 W. Jackson Blvd., Suite #500  
Chicago, IL 60661  
Toll Free (844) 465-6256  
Fax (312) 207-1933

**Administrative Office:**

120 W. Sweet Avenue  
Bismarck, ND 58504



# GREAT DIVIDE INSURANCE COMPANY

## OPTOMETRISTS PROFESSIONAL LIABILITY

### POLICY DECLARATIONS

**Policy Number: AOA-9021847P-1**

1. **NAMED INSURED:** Pangborn Premier Eye Care  
Joshua A. Pangborn O.D.
2. **MAILING ADDRESS:** 77 Charlestown Beach Rd  
Charlestown, RI 02813
3. **POLICY PERIOD:** From: 08/01/2025 To: 08/01/2026  
12:01 A.M. Standard Time at Location of Designated Premises
4. **LIMITS OF LIABILITY:**
  - a. **Professional Liability:** \$ 1,000,000 each incident
  - b. **General Liability:** \$ 1,000,000 each occurrence
  - c. **Policy Aggregate:** \$ 3,000,000 all incidents/occurrences
5. **PREMIUM:** \$ 575.00
  
6. **PROFESSION OF THE NAMED INSURED:** Optometrist
7. **THE NAMED INSURED IS:** Corporation
8. **FORMS AND ENDORSEMENTS ATTACHED AT ISSUANCE:**

GREAT DIVIDE INSURANCE COMPANY

OPTOMETRISTS PROFESSIONAL LIABILITY INSURANCE PROGRAM

FORMS LISTING

<b><u>Form Number</u></b>	<b><u>Description</u></b>
AOA-0001-OCC-0519	Policy Jacket
AOA-0002-OCC-0519	Optometrists Professional Liability Declarations
AOA-0003-OCC-0519	Optometrists Professional Liability Insurance Policy
AOA-0004(2/12)	Schedule of Named Insureds – Shared Limits of Liability
266-0220	Cap on Losses from Certified Acts of Terrorism
AOA-5109 (02-24)	Supplementary Payments For HIPAA And Biometric Information Privacy
AOA-0041-0519-RI	Rhode Island Amendatory Endorsement

# GREAT DIVIDE INSURANCE COMPANY

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## OPTOMETRISTS PROFESSIONAL LIABILITY OCCURRENCE INSURANCE POLICY

**THIS IS AN OCCURRENCE POLICY. PLEASE REVIEW THE POLICY CAREFULLY.**

The Company agrees with the **Named Insured**, in consideration of the payment of the premium, and in reliance upon the statements in the Declarations and in the Application and subject to the Limit of Liability, exclusions, conditions and other terms of this policy, as follows:

### I. COVERAGES

#### A. COVERAGE A. PROFESSIONAL LIABILITY COVERAGE

If indicated by a specific Limit of Liability in the Declarations, the Company will pay on behalf of the **Insured** all sums which the **Insured** shall become legally obligated to pay as **Damages** because of **Bodily Injury** or **Property Damage** caused by an **Incident** arising from **Professional Services** which occurs during the **Policy Period**.

#### B. COVERAGE B, GENERAL LIABILITY COVERAGE

If indicated by a specific Limit of Liability in the Declarations, the Company will pay on behalf of the **Insured** all sums which the **Insured** shall become legally obligated to pay as **Damages** because of **Bodily Injury**, **Personal Injury**, **Property Damage** or **Advertising Injury** to which this insurance applies arising from the operation of the business or conduct of the profession of the **Named Insured** as specified in the Declarations, caused by an **Occurrence** during the **Policy Period**.

This coverage specifically includes the following extensions:

1. **Contractual Liability: Bodily Injury** or **Property Damage** resulting from any **Incidental Contract** relating to the operation of the **Named Insured's** business, except if such injury or damage occurred prior to the execution of the **Incidental Contract**.
2. **Host Liquor Liability: Bodily Injury** or **Property Damage** arising out of the giving or serving of alcoholic beverages at functions incidental to the **Named Insured's** business.
3. **Fire Legal Liability: Property Damage** to structures or portions thereof rented to or leased to the **Named Insured**, including fixtures permanently attached thereto, if such **Property Damage** arises out of fire. Solely as respects Fire Legal Liability coverage, all of the exclusions of the policy, other than Exclusions 6, 12 and 13 are deleted.

#### C. DEFENSE OF SUITS AND CLAIMS

1. As respects coverage(s) provided by this insurance, the Company shall have the right and duty to defend any **Suit** against the **Insured** seeking **Damages** on account of such **Bodily Injury**, **Property Damage**, **Personal Injury** or **Advertising Injury**, even if any of the allegations of the claim or **Suit** are groundless, false or fraudulent, but the Company shall not be obligated to pay any **Damages** or **Claims Expenses** or continue to defend any claim or **Suit** after the applicable limit of the Company's liability has been exhausted by payment of **Damages**.
2. The Company, at its option, shall select and assign defense counsel; however, the **Named Insured** may engage additional counsel, solely at their expense, to associate in the defense of any loss covered hereunder.
3. **Claims Expenses** incurred by the Company shall be paid in addition to the applicable Limits of Liability but will be subject to an Annual Aggregate Limit of Liability.

# GREAT DIVIDE INSURANCE COMPANY

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4. The Company shall also have the right to investigate any claim or **Suit** and/or negotiate the settlement thereof, as it deems expedient, but the Company shall not commit to any settlement without the **Named Insured's** written consent. If the **Named Insured** refuses to consent to any settlement recommended in writing by the Company and elects to contest the claim or continue any legal proceedings in connection with such claim or **Suit**, then the Company shall be relieved of any further duty to defend the claim or **Suit**, and the liability of the Company for **Damages** and **Claims Expenses** shall not exceed the amount for which the claim or **Suit** could have been settled as well as the **Claims Expenses** incurred by the Company or with the Company's consent up to the date of such refusal.
5. The **Insured** shall not admit liability, nor assume any obligations, incur any costs, charges, or expenses or enter into any settlement without the Company's written consent.
6. The Company has no obligation to pay any amounts incurred by any **Insured** in any way involving the interpretation or applicability of the terms and conditions of this policy or any other policy issued by the Company. The Company has no obligation to pay any amounts incurred by any **Insured** in any way involving the prosecution of any claim(s) or **Suit(s)** for affirmative relief by or on behalf of any **Insured**.

## II. PERSONS INSURED

Each of the following is an **Insured** under this policy to the extent set forth below:

- A. If the **Named Insured** is an individual, the **Named Insured** so designated in the Declarations;
- B. If the **Named Insured** is a sole proprietorship, the **Named Insured** so designated in the Declarations;
- C. If the **Named Insured** is a partnership, the partnership so designated in the Declarations and any partner thereof;
- D. If the **Named Insured** is other than an individual, sole proprietorship or partnership, the organization so designated in the Declarations, and any past or present owner, officer, director, principal, trustee or stockholder thereof;
- E. Any employee of the **Named Insured**, but only while such employee was acting on behalf of the **Named Insured** and within the scope of the employee's duties as such or for acts performed by such employee as a Good Samaritan or unpaid volunteer during the employee's term of employment with the **Named Insured**;
- F. Any volunteer, but solely while such person was acting within the scope of the volunteer's duties for, and on behalf of, the **Named Insured**;
- G. Any professional serving as a temporary replacement or substitute for an **Insured**, but solely while such person was acting within the scope of their duties for, and on behalf of, the **Named Insured**. During the term of such replacement, the person who is replaced by, or substituted for, shall not be an **Insured** under this policy, as respects COVERAGES A. and B.; and
- H. Any organization which is acquired or formed by the **Named Insured** and over which the **Named Insured** maintains majority ownership interest, other than a joint venture; however, this insurance shall not apply if such new organization is also an insured under any other similar liability or indemnity policy or would be insured under any such policy but for exhaustion of its limits of liability. Unless written notice is given to the Company, this coverage shall terminate ninety (90) days from the date any such organization is acquired or formed by the **Named Insured**, or the end of the **Policy Period** whichever is earlier. In all events, coverage for a claim made against any organization described above shall only apply to **Incidents** or **Occurrences** that take place while the **Named Insured** maintains majority ownership interest. An entity ceases to qualify as an **Insured** when the **Named Insured** ceases to maintain majority ownership interest, either directly or indirectly.

## III. LIMITS OF LIABILITY

Regardless of the number of Coverage Parts that apply, the number of **Insureds** under this insurance, the number of persons and/or organizations who sustain **Bodily Injury, Property Damage, Personal Injury** and/or **Advertising Injury**, or the number of claims made or **Suits** brought, the Company's liability is limited as follows:

- A. The Limit of Liability stated in the Declarations as applicable to "each **Incident**" or "each **Occurrence**" is the total limit of the Company's liability for all **Damages** for "each **Incident**" and/or "each **Occurrence**" covered

# GREAT DIVIDE INSURANCE COMPANY

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by the policy. All injury and loss arising from **Related Incidents** and/or **Related Occurrences** shall be considered a single **Incident** or **Occurrence** for the purpose of this insurance and shall be subject to a single “each **Incident**” or “each **Occurrence**” Limit of Liability.

- B. The Limit of Liability stated in the Declarations as “Annual Policy Aggregate” is, subject to the above provisions involving “each **Incident**” and/or “each **Occurrence**,” the total limit of the Company’s liability under this policy for all **Damages**.

## IV. POLICY TERRITORY

This insurance applies to **Incidents** and **Occurrences** anywhere in the world, provided that the claim is made or **Suit** is brought within the United States of America, its territories or possessions, or Canada.

## V. SUPPLEMENTARY PAYMENTS

The Company will pay, in addition to the applicable Limit of Liability indicated on the Declarations, up to an aggregate limit of \$25,000 per **Named Insured** per **Policy Period** for the costs the **Named Insured** may incur as a result of the following proceedings:

### A. WAGE LOSS AND EXPENSE

For lost wages, costs and expenses, caused by the **Insured’s** attendance, at the Company’s request, at any trial(s), hearing(s) or arbitration proceeding(s) involving a claim or **Suit** against such **Insured** for covered **Damages**.

### B. DEPOSITION EXPENSE

For all reasonable fees, costs and expenses necessary to represent the **Insured** at all depositions, which the **Insured** is required to attend, arising out of **Professional Services**, of which notice or notices of required attendance are first received by the **Insured** during the **Policy Period**, but this payment does not apply to any deposition where the **Insured** is acting as a paid expert.

### C. FIRST AID REIMBURSEMENT

For all medical related expenses for which the **Insured** has voluntarily made payment or incurred, for first aid rendered to others as a result of any **Bodily Injury** arising from an **Incident** or **Occurrence** during the **Policy Period**. This provision does not apply to **Bodily Injury** to any person as defined as an **Insured** in this policy. The first aid must be provided within a 48-hour period after the injury happens.

### D. BILLING ERRORS & OMISSIONS

1. An investigation or proceeding instituted by the government, state, federal or regulatory agency charged with enforcement of compliance with laws regulating Medicare or Medicaid, to determine whether an **Insured** provided **Professional Services** improperly to a patient, or regulations relating to reimbursements for **Professional Services** covered by Medicare or Medicaid (or similar federal or state health care program).
2. A claim or investigation instituted by a patient alleging errors or omissions by you in billing statements for **Professional Services** rendered to such patient.
3. Any proceeding instituted by any Managed Care Organization which has a possible outcome of suspension, termination or other limitation of the **Named Insured’s** participation as a provider of **Professional Services** to patients, or which contemplates the termination of the contractual relationship between the managed care organizations and the **Named Insured**.

### E. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC)

Administrative actions instituted against the **Named Insured** brought under the administrative rules and procedures promulgated by the EEOC only.

# GREAT DIVIDE INSURANCE COMPANY

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## F. PROFESSIONAL REVIEW

Actions against the **Named Insured** by the professional review body of the healthcare entity with which the **Named Insured** has clinical privileges or membership, which action is taken for the purpose of adversely affecting said clinical privileges or membership. The terms used in this paragraph shall be as defined in 42 United States Code Section 11151 Definitions.

## G. CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT OF 1990 (COBRA)

An investigation or proceeding instituted by the governmental or regulatory agency charged with determining whether the **Named Insured** participated in the improper transfer of a patient (“dumping”) in violation of the Consolidated Omnibus Budget Reconciliation Act of 1990 (“COBRA”), whether or not the **Named Insured** was in violation of such regulations.

## H. LEGAL PROCEEDING

A subpoena or request received by the **Named Insured**, requiring the **Named Insured** to testify in a trial or deposition or to provide other discovery, other than as an expert witness, in connection with a legal proceeding arising out of a medical incident in which the **Named Insured** is not a party.

## I. AMERICANS WITH DISABILITIES ACT (ADA)

Defense of a patient claim for alleged violations of the Americans with Disabilities Act (ADA) if the allegations concern either: (1) the physical accessibility or construction of the **Named Insured's** office premises, or (2) a refusal to provide **Professional Services** to a disabled person.

## J. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

An investigation or proceeding instituted against the **Named Insured** by the federal agency charged with compliance of Health Insurance Portability and Accountability Act (HIPAA), charging a violation of the HIPAA privacy or security regulations or any similar state law.

In addition to A. through J. above, the following supplemental payments are also provided under this policy:

### 1. FIRST PARTY ASSAULT:

Up to \$5,000 for:

- a. medical expenses incurred as a result of **Bodily Injury** to the **Insured**; and
- b. repair or replacement of personal property owned by the **Insured**;

caused by any one **Assault** by or at the direction of a person other than an **Insured** during the **Policy Period**, which happens on the **Insured's** workplace premises, including the ways immediately adjoining such workplace premises; while away from such workplace premises while conducting an authorized work activity; or while traveling to or from such workplace premises. Subject to the foregoing, the total amounts payable under this extension shall not exceed \$10,000 for all **Assaults** which happen during the **Policy Period**.

This coverage does not apply to damage to any mode of transportation used by the **Insured** to go to and from the **Insured's** workplace premises, or damage to any business or personal property owned, leased or rented by any other person or business enterprise while in the **Insured's** possession. This coverage applies as excess over any other available insurance covering such loss.

### 2. LICENSING BOARD REIMBURSEMENT

Up to \$5,000 for **Claims Expenses** resulting from a proceeding before an entity responsible for regulating the **Insured's** professional conduct, incurred as a result of notice or notices of proceedings first received by the **Insured** during the **Policy Period**. This payment, however, does not apply to any expenses or fees resulting from criminal proceedings. Subject to the foregoing, the total amounts payable under this extension shall not exceed \$10,000 for all **Incidents** or **Related incidents** of which notice or notices are first received by all **Insureds** during the **Policy Period**.

# GREAT DIVIDE INSURANCE COMPANY

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## VI. EXCLUSIONS

The Company shall not be liable to make any payments for **Damages** or **Claims Expenses** in connection with any claim or **Suit** brought against any **Insured**, based on or arising out of:

1. **Advertising Injury:**

- a. to any **Insured** in the business of advertising, broadcasting, publishing or telecasting; or
- b. to any injury arising out of any act committed by any **Insured** with actual malice;

2. **Advertising Injury** arising out of:

- a. failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract; or
- b. infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised; or
- c. incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;

3. any obligation for which the **Insured**, or any carrier as his/her insurer, may be held liable under any workers' compensation, unemployment compensation or disability benefits law, or under any similar law;

4. **Bodily Injury** or **Personal Injury** to any employee of the **Insured** arising out of and in the course of his/her employment by the **Insured** or to any obligation of the **Insured** to indemnify another because of **Damages** arising out of such injury;

5. **Bodily Injury** or **Property Damage** arising out of the ownership, maintenance, operation, use, loading or unloading of:

- a. any watercraft owned or operated by or rented or loaned to any **Insured**; or
- b. any other watercraft operated by any person in the course of his/her employment by any **Insured**;

However, this exclusion does not apply to any watercraft under 26 feet in length provided such watercraft is neither owned by the **Named Insured** nor being used to carry persons or property for a charge. Irrespective of this coverage, where the **Insured** is covered or protected by other insurance against any loss or claim which would otherwise have been paid by the Company under this policy there shall be no contribution or participation by this Company on the basis of excess, contributing, deficiency, concurrent, or double insurance or otherwise;

6. any claim, action, judgment, liability, settlement, loss, defense, cost or expense in anyway arising out of actual, alleged or threatened pollution, contamination or any environmental impairment resulting from seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or radioactive matter including, but not limited to, smoke, vapors, soots, fumes, acids, alkalis, chemicals or toxic matter; or waste material (including materials to be recycled, reconditioned or reclaimed); or oil or other petroleum substances or derivatives (including oil refuse or oil mixed with waste), or thermal or vibratory effect including, but not limited to, sound or noise, heat or cold, into or upon land, the atmosphere or any water course or body of water, underground water or water table supplies, whether such results directly, indirectly or in concurrence or in any sequence from the **Insured's** activities or the activities of others and whether or not such is sudden, gradual, accidental, intended, foreseeable, expected, fortuitous or inevitable and wherever or however such occurs; but this exclusion shall not apply to **Bodily Injury** or **Property Damage** caused by heat, smoke or fumes from a **Hostile Fire** unless such fire involves:

- a. materials which are or were at any time used for the handling, storage, disposal, processing or treatment of waste; or
- b. any premises, site or location:
  - i. which is or was at any time used for handling, storage, disposal, processing or treatment of waste; or

## GREAT DIVIDE INSURANCE COMPANY

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- ii. on which any **Insured** or contractors or subcontractors working directly or indirectly on any **Insured's** behalf are performing operations to test for, monitor, cleanup, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants;
7. **Bodily Injury** or **Property Damage** due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incidental to any of the foregoing;
8. **Bodily Injury** or **Property Damage** for which the **Insured** or the **Insured's** indemnitee may be liable:
  - a. as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages; or
  - b. if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed by, or because of, the violation of any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, including the selling, serving or giving of any alcoholic beverage to a minor;
9. **Property Damage** included within:
  - a. the Explosion Hazard;
  - b. the Collapse Hazard;
  - c. the Underground Property Damage Hazard;
10. any dishonest, fraudulent, criminal or malicious act or omission of any **Insured**;
11. any claim made or **Suit** brought by an employer against an **Insured** if the **Insured** is a salaried employee of such employer;
12. acts or omissions by any **Insured** expected or intended to cause **Bodily Injury** or **Property Damage** regardless of whether or not such act or omission was intended to cause the specific **Bodily Injury** or **Property Damage** sustained; but this exclusion shall not apply to any intentional act by or at the direction of the **Insured** which results in **Bodily Injury**, if such **Bodily Injury** arises solely from the use of reasonable force for the purpose of protecting persons or property;
13. liability assumed by any **Insured** under any contract or agreement except to the extent:
  - a. such **Insured** would be liable in the absence of such contract or agreement, including liability assumed by any **Insured** under a contract or agreement with a Health Maintenance Organization, Preferred Provider Organization, Independent Practice Association, or any other similar organization;
  - b. the contract or agreement is an **Incidental Contract** and COVERAGE B., GENERAL LIABILITY COVERAGE has been purchased;
14. **Bodily Injury** or **Property Damage** arising out of the ownership, maintenance, operation, use, loading or unloading of:
  - a. any **Automobile** or aircraft owned or operated by or rented or loaned to any **Insured**; or
  - b. any other **Automobile** or aircraft operated by any person in the course of his or her employment by any **Insured**; but this exclusion does not apply to the parking of an **Automobile** on premises owned by, rented to or controlled by the **Named Insured** or the ways immediately adjoining, if such **Automobile** is not owned by or rented or loaned to any **Insured**;
15. **Bodily Injury** or **Property Damage** arising out of:
  - a. the ownership, maintenance, operation, use, loading or unloading of any **Mobile Equipment** while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity; or
  - b. the operation or use of any snowmobile or trailer designed for use therewith;

## GREAT DIVIDE INSURANCE COMPANY

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16. **Bodily Injury** or **Property Damage** arising out of and in the course of the transportation of **Mobile Equipment** by an **Automobile** owned or operated by or rented or loaned to any **Insured**;
17. **Property Damage** to:
  - a. property owned, rented or occupied by, the **Named Insured**; or
  - b. personal property in the care, custody or control of the **Insured**;
18. **Property Damage** to premises alienated by the **Named Insured** arising out of such premises or any part thereof;
19. loss of use of tangible property which has not been physically injured or destroyed resulting from:
  - a. a delay in or lack of performance by or on behalf of the **Named Insured** or any contract or agreement; or
  - b. the failure of the **Named Insured's Products** or work performed by or on behalf of the **Named Insured** to meet with the level of performance, quality, fitness or durability warranted or represented by the **Named Insured**; but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the **Named Insured's Product** or work performed by or on behalf of the **Named Insured** after such products or work have been put to use by any person or organization other than an **Insured**;
20. **Property Damage** to the **Named Insured's Products** arising out of the use of such products or any part of such products;
21. the withdrawal, inspection, repair, replacement, or loss of use of the **Named Insured's Products** or work completed by or for the **Named Insured** or any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
22. any **Insured's** acts or omissions as a proprietor, owner, partner, manager, superintendent, or officer of any hospital, sanitarium, medical clinic, health maintenance organization, managed care facility, foster care agency, adoption agency or any other facility not specified in the Declarations or any endorsement thereto;
23. any services performed by any **Insured** as a physician, surgeon, dentist, nurse midwife, chiropractor, podiatrist, osteopath, psychiatrist, cytotechnologist, or perfusionist, except for **Professional Services**; or arising out of any trade, business, employment, profession or occupation other than **Professional Services**;
24. any **Professional Services** performed by an **Insured** unless the **Insured** is properly licensed or certified by the laws of the state(s) in which the **Insured** practices or conducts business, or is otherwise qualified to practice **Professional Services** in the absence of such law;
25. any **Professional Services** performed by any **Insured** to the extent such services are not authorized or permitted by the laws of the state(s) in which such **Insured** practices or conducts business;
26. any act or omission by an **Insured** with respect to hiring, termination, harassment, compensation, or the tenure, term, condition, benefits or privilege of employment of any such person;
27. any actual or alleged;
  - a. physical assault, abuse, molestation, or habitual neglect, or licentious, immoral, amoral or other behavior, including verbal abuse, committed or alleged to have been committed, by the **Insured** or by any person for whom the **Insured** is legally responsible; and/or
  - b. sexual assault, abuse, or molestation, or licentious, immoral, amoral or other behavior which was threatened, intended to, lead to or culminated in, any sexual act whether committed intentionally, negligently, inadvertently or with the belief, erroneous or otherwise, that the other party is consenting and has the legal and mental capacity to consent thereto, that was committed, or alleged to have been committed by the **Insured** or by any person for whom the **Insured** is legally responsible;

## GREAT DIVIDE INSURANCE COMPANY

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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 loss, injury or **Damages** arising out of acts listed in a. and/or b. above, including but not limited to assertions of improper or negligent: hiring, employment, supervision; or failure to protect or warn the other party; failure to prevent any of the acts listed in a. and/or b. above; failure to prevent assault and battery; or failure to discharge the employee.

However, notwithstanding the foregoing exclusion, the **Insured** shall be entitled to a defense as provided under the policy as to any claim upon which **Suit** is brought for any such alleged behavior, unless judgment or final adjudication adverse to any **Insured** or an admission by any **Insured**, shall establish that such behavior caused, in whole or part, the injury claimed in such **Suit**. The Company shall not be required to appeal a judgment or final adjudication adverse to the **Insured**. This duty to defend will not apply to claims brought alleging conduct specified in Exclusion 26, above;

28. **Bodily Injury** and **Property Damage** included within the **Products Hazard** or **Completed Operations Hazard**;
29. **Personal Injury** or **Advertising Injury** arising out of:
  - a. the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of the **Insured**;
  - b. a publication or utterance of a libel or slander, or a publication or utterance in violation of an individual's right of privacy if the first injurious publication or utterance of the same or similar material by or on behalf of the **Named Insured** was made prior to the effective date of this insurance;
  - c. libel or slander or the publication or utterance of defamatory or disparaging material concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy, made by or at the direction of the **Insured** with knowledge of falsity thereof;
30. any claim or **Suit** brought by, or on behalf of, any **Insured** under this policy against any other **Insured** under this policy, except if such claim results from services rendered in a patient or client relationship;
31. **Professional Services** rendered at or on behalf of any **Prison Facility** by an **Insured** who has agreed through written contract with such facility or any third-party employer to provide **Professional Services** for such facilities, regardless of whether the **Professional Services** are performed on the **Insured's** office premises or on site at the **Prison Facility**.

### VII. DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

“**Advertising Injury**” means injury arising out of an **Occurrence** during the **Policy Period** in the course of the **Named Insured's** advertising activities, if such injury arises out of libel, slander, defamation, violation or right of privacy, piracy, or infringement of copyright, title or slogan.

“**Assault**” means any willful attempt or threat to inflict injury upon the person of another, when coupled with an apparent present ability to do so, and any intentional display of force such as would give the victim reason to fear or expect immediate bodily harm.

“**Automobile**” means any land motor vehicle, tractor, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include **Mobile Equipment**.

“**Bodily Injury**” means bodily injury, sickness, disease, mental anguish, psychological injury or emotional distress arising from an **Incident** or **Occurrence** during the **Policy Period** including death at any time resulting therefrom.

# GREAT DIVIDE INSURANCE COMPANY

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“**Claims Expenses**” means:

- A. fees charged by an attorney(s) and/or independent adjustor(s) designated by the Company and all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a claim, or **Suit** arising from an **Incident** or **Occurrence**, if such costs are incurred by the Company, or by the **Insured** with written consent of the Company; but **Claims Expense** does not include salary charges or expenses of regular employees or officials of the Company;
- B. all costs taxed against the **Insured**, arising from an **Incident** or **Occurrence** and all interest on the entire amount of any judgment therein which accrues after entry of the judgement and before the Company has paid, tendered or deposited, whether in court or otherwise, the part of the judgement which does not exceed the limit of the Company’s liability; and
- C. premiums on appeal bonds and premiums on bonds to release attachments arising from an **Incident** or **Occurrence**, but not for bond amounts in excess of the applicable Limit of Liability of this policy, but the Company shall have no obligation to apply for or furnish any such bond.

“**Collapse Hazard**” includes **Structural Property Damage** and **Property Damage** to any other property at any time resulting therefrom. **Collapse Hazard** does not include **Property Damage**:

- A. arising out of operations performed for the **Named Insured** by independent contractors; or
- B. included within the **Completed Operations Hazard** or the **Underground Property Damage Hazard**; or
- C. for which liability is assumed by the **Insured** under an **Incidental Contract**.

“**Completed Operations Hazard**” includes **Bodily Injury** and **Property Damage** arising out of operations or 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 the **Named Insured**. “Operations” includes materials, parts or equipment furnished in connection therewith. “Operations” shall be deemed completed at the earliest of the following times:

- A. when all “Operations” to be performed by or on behalf of the **Named Insured** under the contract have been completed; or
- B. when all “Operations” to be performed by or on behalf of the **Named Insured** at the site of the “Operations” have been completed; or
- C. when the portion of the work of 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 part of the same project. “Operations” which may require further service, maintenance work, correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed. **Completed Operations Hazard** does not include **Bodily Injury** or **Property Damage** arising out of:
  1. “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
  2. the existence of tools, installed equipment or abandoned or unused material; or
  3. “Operations” for which the classification stated in the policy or in the Company’s manual specifies “including completed operations”.

“**Damages**” means compensatory judgments, settlements or awards but 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 the multiplication of actual damages under federal or state law. However, if a claim or **Suit** is brought against the **Insured** arising from an **Incident** or **Occurrence** falling within the scope of coverage afforded by this Policy, seeking both compensatory and punitive or exemplary damages, then the Company will afford a defense to such action, subject to Section I. C. of this policy, without liability however, for payment of such punitive or exemplary **Damages**.

## GREAT DIVIDE INSURANCE COMPANY

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“**Explosion Hazard**” includes **Property Damage** arising out of blasting or explosion. **Explosion Hazard** does not include **Property Damage**:

- A. arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment; or
- B. arising out of operations performed for the **Named Insured** by independent contractors; or
- C. included within the **Completed Operations Hazard** or the **Underground Property Damage Hazard**; or
- D. for which liability is assumed by the **Insured** under an **Incidental Contract**.

“**Hostile Fire**” means one which becomes uncontrollable or breaks out from where it was intended to be.

“**Incident**” means any act, omission or **Personal Injury** arising solely from:

- A. the rendering of or failure to render **Professional Services** by the **Insured**, or by any person for whom the **Insured** is legally responsible; including but not limited to services as a Good Samaritan or case management or utilization review services; or
- B. the performance of **Professional Services** by the **Insured** as a member of a formal accreditation, ethics, peer review, licensing board, standards review or similar professional board or committee of a professional organization.

“**Incidental Contract**” means any oral or written contract or agreement relating to the operation of the **Named Insured’s** business, except as respects Fire Legal Liability.

“**Insured**” means any person or organization qualifying as an **Insured** in Section II. PERSONS INSURED. The insurance afforded applies to all **Insureds** against whom a claim is made or **Suit** is brought, not to exceed the Company’s “Each **Incident**” or “Each **Occurrence**” Limit of Liability.

“**Mobile Equipment**” means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled:

- A. not subject to motor vehicle registration; or
- B. maintained for use exclusively on premises owned by or rented to the **Named Insured**, including the ways immediately adjoining; or
- C. designed for use principally off public roads; or
- D. designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment.

“**Named Insured**” means the organization named in Item 1. of the Declarations of this policy.

“**Named Insured’s Products**” means goods or products manufactured by the **Named Insured** or by others trading under the name of the **Named Insured**, including any container thereof.

“**Occurrence**” means an accident, including continuous or repeated exposure to substantially the same general conditions, arising solely from the operation of the business to provide **Professional Services**, and which results in **Advertising Injury**, **Bodily Injury**, **Personal Injury** or **Property Damage** during the **Policy Period**, neither expected nor intended from the standpoint of any **Insured**.

## GREAT DIVIDE INSURANCE COMPANY

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“**Personal Injury**” means injury arising out of the operation of the business or conduct of the profession of the **Named Insured** as specified in the Declarations, caused by an **Occurrence** during the **Policy Period**, provided that such injury results from:

- A. false arrest, detention or imprisonment, or malicious prosecution; or
- B. the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual’s right of privacy; except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the **Named Insured**; or
- C. wrongful entry or eviction, or other invasion of the right of private occupancy.

“**Policy Period**” means, whenever used in this policy, the period from the inception date of this policy to the policy expiration date as set forth in the Declarations or its earlier termination date, if any.

“**Prison Facility**” means any federal, state or county detention or correctional center (whether operated directly by the government entity or contracted to a privately owned operator) that is intended for incarcerations of one year or longer. **Prison Facility** does not include jails operated by municipalities; juvenile facilities or camps; or facilities where the primary focus is the treatment of mental health conditions.

“**Professional Services**” means the conduct of an **Insured** in the business or professional occupation specified in Item 6. of the Declarations.

“**Products Hazard**” includes **Bodily Injury** and **Property Damage** arising out of the **Named Insured’s Products** or 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 the premises owned by or rented to the **Named Insured** and after physical possession of such products has been relinquished to others. Equipment specifically designed, made or altered by the **Insured** for a patient or client in the performance of the **Insured’s** profession or operation of business, shall not be included in the **Products Hazard**.

“**Property Damage**” means:

- A. physical injury to or destruction of tangible property arising from an **Incident** or **Occurrence** during the **Policy Period**, including the loss of use thereof at any time resulting therefrom; or
- B. loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an **Incident** or **Occurrence** during the **Policy Period**; or
- C. economic loss arising from an **Incident** or **Occurrence** during the **Policy Period**, whether or not resulting from physical injury or damage to person or property, except if such loss was caused, or alleged to have been caused, in whole or part, by anti-trust, breach of contract, price-fixing, restraint of trade or unfair business practices by any **Insured**.

“**Related Incident**” means **Incidents** which are the same as, related or continuous or that are logically or causally connected by reason of any common fact, circumstance, situation, transaction, casualty, event or decision.

“**Related Occurrence**” means **Occurrences** which are the same as, related or continuous or that are logically or causally connected by reason of any common fact, circumstance, situation, transaction, casualty, event or decision.

“**Structural Property Damage**” means the collapse of or structural injury to any building or structure due to:

- A. grading of land, excavating, burrowing, filling, back-filling, tunneling, pile driving, cofferdam work or caisson work; or
- B. moving, shoring, underpinning, razing or demolition of any building or structure or removal or rebuilding of any structural support thereof.

“**Suit**” includes lawsuit and/or arbitration proceedings arising from an **Incident** and/or **Occurrence** to which the **Insured** is required to submit to or to which the **Insured** has submitted with the Company’s consent.

# GREAT DIVIDE INSURANCE COMPANY

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“**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, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, burrowing, filling, backfilling or pile driving. **Underground Property Damage Hazard** does not include **Property Damage**:

- A. arising out of operations performed for the **Named Insured** by independent contractors; or
- B. included within the **Completed Operations Hazard**; or
- C. for which liability is assumed by the **Insured** under an **Incidental Contract**.

## VIII. CONDITIONS

### A. LEGAL ACTION AGAINST THE COMPANY

A person or organization may bring suit against the Company including, but not limited to, a suit to recover on an agreed settlement or on a final judgement against an **Insured**; but the Company will not be liable for **Damages** that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by the Company, the **Insured** and the claimant or the claimant’s legal representative. However, no action by an **Insured** shall lie against the Company unless there has been full compliance with all of the terms of this policy.

### B. ASSIGNMENT

Assignment of interest under this policy shall not bind the Company until its consent is endorsed herein; if, however, the **Named Insured** shall die, such insurance as afforded by this policy shall apply (1) to the **Named Insured’s** legal representative as the **Named Insured**, but only while acting within the scope of his/her duties as such, and (2) with respect to the property of the **Named Insured**, to the person having proper temporary custody thereof, as **Insured**, but only until the appointment and qualification of the legal representative.

### C. ASSISTANCE AND COOPERATION OF INSURED

The **Insured** and each of its employees shall cooperate with the Company and, upon the Company’s request, assist in making settlements, in the conduct of claims made or **Suits** brought and enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Insured** because of injury or **Damage** with respect to which this insurance afforded under this policy; and the **Insured**, and any of its members, partners, officers, directors, stockholders and employees that the Company deems necessary shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **Insured** shall not, except at the **Insured’s** own cost, voluntarily make any payments, assume any obligations or incur any expense.

### D. BANKRUPTCY OR INSOLVENCY

Bankruptcy or insolvency of the **Insured** or of the **Insured’s** estate shall not relieve the Company of any of its obligations hereunder.

### E. CANCELLATION AND NONRENEWAL:

#### 1. CANCELLATION

- a. This insurance may be canceled on the customary short-rate basis by the **Named Insured** at any time by written notice or by surrender of this insurance to the Company or its authorized representative and the Company shall refund the paid premium less the earned portion thereof within thirty (30) days of the latter of the effective date of cancellation or the date of delivery of the **Insured’s** notice of intent to cancel, subject always to the retention by the Company of any minimum premium stipulated herein (or proportion thereof previously agreed upon).

## GREAT DIVIDE INSURANCE COMPANY

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- b. The earned portion of the premium shall be computed on the customary short-rate basis unless any state law or regulation of the state shown in the mailing address of the **Named Insured** in the Declarations requires that return premium be computed on a pro-rata basis, even in the event of cancellation by the **Named Insured**.
- c. This insurance may also be canceled, with or without the return or tender of the unearned premium, by the Company or by its authorized representative on its behalf, by sending to the **Named Insured**, by first-class registered or certified mail, at the **Named Insured's** address last known to the Company or its authorized agent, not less than ninety (90) days written notice stating the specific reason for such cancellation and when the cancellation shall be effective. In such case, the Company shall refund the paid premium less the earned portion thereof within ten (10) business days after the effective date of cancellation, subject always to the retention by the Company of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Company or the **Named Insured**. In case of nonpayment of premium, only thirty (30) days written notice of cancellation must be given by the Company. Minimum premium shall not apply to the return of unearned premium if cancellation is by the Company.
- d. Cancellation by the Company shall only be effective if based on one or more of the following reasons:
  - i. nonpayment of premium;
  - ii. the policy was obtained through material misrepresentation that was relied on by the Company, and such policy would not have been issued by the Company under the same terms and conditions if correct information had been disclosed;
  - iii. material failure to comply with any policy term, condition or contractual duty;
  - iv. the risk originally accepted has measurably increased; or
  - v. loss by the Company of reinsurance which provided coverage for all or a substantial part of the risk insured.

### 2. NONRENEWAL

- a. The Company will renew this policy unless written notice of the Company's intent not to renew, stating the specific reasons for nonrenewal, is mailed to the **Named Insured** not less than ninety (90) days before the policy expires. "Nonrenewal" shall include the failure of the Company to offer a renewal policy which provides types and limits of coverage substantially equivalent to those contained in the expiring policy.
- b. Any notice of cancellation or nonrenewal will be mailed by first-class registered or certified mail to the **Named Insured** at the last mailing address known to the Company. Proof of mailing will be sufficient proof of notice.

### F. CHANGES

The terms of this policy shall not be waived or changed, except by endorsement issued to form a part of this policy.

### G. DECLARATIONS

By acceptance of this policy, the **Insured** agrees that the statements in the Declarations are the **Insured's** agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between the **Insured** and the Company or any of its agents relating to this insurance.

# GREAT DIVIDE INSURANCE COMPANY

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## H. OTHER INSURANCE

If there is other valid insurance (whether primary, excess, contingent or self-insurance) which may apply against a loss, claim or **Suit** 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. When this insurance is excess, the Company shall have no duty under this policy to defend any claim or **Suit** that any other insurer or self-insurer has a duty to defend. If such other insurer or self-insurer refuses to defend such claim or **Suit**, the Company shall be entitled to the **Insured's** rights against all such other insurers or self-insurers for any **Claims Expenses** incurred by the Company.

When both this insurance and other insurance or self-insurance apply to the loss on the same basis, whether primary, excess or contingent, the Company shall not be liable under this policy for a greater proportion of the loss or defense costs than the applicable Limit of Liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss. Subject to the foregoing, if a loss occurs involving two or more policies, each of which provides that its insurance shall be excess, each will contribute pro-rata.

## I. REIMBURSEMENT

While the Company has no duty to do so, if the Company pays **Damages** or **Claims Expenses**:

1. within the amount of the applicable Deductible;
2. in excess of the applicable Limit of Liability, all **Insureds** shall be jointly and severally liable to the Company for such amounts.

Upon written demand, the **Insured** shall repay such amounts to the Company within thirty (30) days thereof. Failure to pay any amount indicated may lead to policy cancellation.

## J. SUBROGATION

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

## K. PREMIUM

All premiums for this policy shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

## L. INSPECTION AND AUDIT

The Company shall be permitted but not obligated to inspect the **Named Insured's** property and operations at any time. Neither the Company's rights to make inspections, nor the making thereof, nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the **Named Insured** or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

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

## GREAT DIVIDE INSURANCE COMPANY

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### M. NOTICE OF CLAIM OR SUIT

The **Insured** shall give written notice to the Company as soon as practicable of any claim made or **Suit** brought against the **Insured** or of any specific circumstances involving a particular person likely to result in a claim or **Suit** under this policy. The notice shall identify the **Insured** and contain reasonably obtainable information with respect to the time, place and circumstances of the injury, including the names and addresses of the injured and of available witnesses and the extent of the type of claim anticipated. If a claim is made or **Suit** is brought against the **Insured**, the **Insured** shall immediately forward to the Company every demand, notice, summons or other process received by the **Insured** or the **Insured's** representative.

All claims made or **Suits** brought against the **Insured** arising out of **Related Incidents** and/or **Related Occurrences** shall be:

- a. considered first made during the **Policy Period** in which the earliest complaint arising out of such **Related Incidents** and/or **Related Occurrences** was made to the Company; and
- b. subject to a single limit as stated above.

### N. TRADE AND ECONOMIC SANCTIONS

This policy does not provide coverage for **Insureds**, transactions or any part of **Claims Expenses** or **Damages** that is uninsurable under the laws or regulations of the United States concerning trade or economic sanctions.

GREAT DIVIDE INSURANCE COMPANY  
OPTOMETRISTS PROFESSIONAL LIABILITY POLICY

SCHEDULE OF NAMED INSUREDS – SHARED LIMITS OF LIABILITY

Effective Date: 08/01/2025

Policy Number: AOA-9021847P-1

Issued to: Pangborn Premier Eye Care Joshua A. Pangborn O.D.

The individual(s) named below shall be included as **Named Insured(s)** under this policy, and the Limit(s) of Liability shown in the Declarations shall be shared by each individual named:

Pangborn Premier Eye Care

Joshua A Pangborn O.D.

**GREAT DIVIDE INSURANCE COMPANY**

**OPTOMETRISTS PROFESSIONAL LIABILITY POLICY**

**ENDORSEMENT NO. \_\_\_\_**

**CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

DIRECTORS, OFFICERS AND CORPORATE LIABILITY INSURANCE COVERAGE SECTION

DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY INSURANCE COVERAGE SECTION

FIDUCIARY LIABILITY INSURANCE COVERAGE SECTION

EXCESS INSURANCE POLICY

GENERAL LIABILITY COVERAGE PART

COMMUNITY ASSOCIATION LEADERS PROFESSIONAL LIABILITY INSURANCE POLICY – DIRECTORS AND OFFICERS LIABILITY COVERAGE

EMERGENCY MEDICAL SERVICES GENERAL LIABILITY COVERAGE PART

In consideration of the premium paid for this Policy, it is amended as follows:

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and the insurer has met its insurer deductible under the Terrorism Risk Insurance Act, the Insurer shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss that is otherwise excluded under this Policy.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

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GREAT DIVIDE INSURANCE COMPANY  
OPTOMETRISTS PROFESSIONAL LIABILITY POLICY

ENDORSEMENT NO. \_\_\_\_

**SUPPLEMENTARY PAYMENTS FOR HEALTH INSURANCE PORTABILITY AND  
ACCOUNTABILITY ACT (HIPAA) AND BIOMETRIC INFORMATION PRIVACY**

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

Effective Date: 08/01/2025

Policy Number: AOA-9021847P-1

Issued to: Pangborn Premier Eye Care Joshua A. Pangborn O.D.

In consideration of the premium paid for this Policy, it is amended as follows:

1. Section V. SUPPLEMENTARY PAYMENTS J. of this Policy is deleted and replaced with the following:
  - J. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) AND BIOMETRIC INFORMATION PRIVACY**  
An investigation or proceeding instituted against the **Named Insured**: by the federal agency charged with compliance of Health Insurance Portability and Accountability Act (HIPAA), charging a violation of the HIPAA privacy or security regulations or any similar state law; or by a governmental or regulatory agency resulting from the **Insureds'** failure to prevent theft, unauthorized access, unauthorized dissemination, publication or disclosure of **Biometric information** of patients.
2. Section VI. EXCLUSIONS of this policy is amended by the addition of the following:

The Company shall not be liable to make any payments for **Damages** or **Claims Expenses** in connection with any claim or **Suit** brought against any **Insured**:

  - VI. based on or arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual, alleged or threatened:
    1. unauthorized access to, alteration of, or use of any **Computer System** or **Electronic Data**;
    2. denial of service attack upon or directed at any **Computer System**;
    3. malicious use of computer code or any computer virus created or transmitted by, or introduced into any **Computer System**;
    4. theft of, dissemination of, publication of or disclosure of any **Electronic Data** consisting of a person's or organization's confidential or personal information; or
    5. theft of, loss of, loss of use of, corruption of, damage to, disruption of, or inability to access or alter **Electronic Data**;

however, it is understood and agreed that this exclusion shall not apply to that part of an otherwise covered claim or **Suit**: 1) brought by a patient of the **Named Insured**; 2) by reason of an act or omission in the performance of **Professional Services**; and 3) where such act or omission is caused by any of the events described in Item 2. Section VI. subparagraphs 1-5 above.

- VI. based on or arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual, alleged obtaining, gathering, collecting, sharing, disclosing, transmitting, distributing, selling, accessing, using, storing, retaining, safeguarding, converting, destroying, or disposal of **Biometric Identifiers** or **Biometric Information**, including the failure to provide notice or failure to obtain consent for any of the foregoing; however, it is understood and agreed that this exclusion shall not apply to the coverage provided by this endorsement for HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT AND BIOMETRIC INFORMATION PRIVACY SUPPLEMENTARY PAYMENTS.
3. Section VII. DEFINITIONS of this Policy is amended by the addition of the following:
- VII. **Biometric Identifiers** means any physical, genetic, physiological, biological, or behavioral characteristic or attribute that allows an individual to be identified, including but not limited to the following: (a) retina or iris scan; (b) fingerprint; (c) voiceprint; (d) DNA; (e) finger, hand, or palm scan; (f) scan of hand or face geometry; (g) vein patterns; (h) voice recordings; (i) keystroke patterns or rhythms; (j) gait patterns or rhythms; (k) sleep, health, or exercise data that contain identifying information; or (l) any other biometric algorithm or measurement of (a) through (k) or any other physical, genetic, physiological, biological or behavioral characteristic or attribute which allows an individual to be identified.
- VII. **Biometric Information** means any information, regardless of how it is captured, converted, stored, or shared, that is based on, or includes, any **Biometric Identifiers**.
- VII. **Computer System** means computer software, hardware and firmware and associated input and output devices (including wireless and mobile devices), data storage and data processing devices, networking equipment and backup facilities, including cloud computing devices and facilities.
- VII. **Electronic data** means information, knowledge or programs recorded on, stored on, created or used on, or transmitted to or from a **Computer System**.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

**GREAT DIVIDE INSURANCE COMPANY**

**OPTOMETRISTS PROFESSIONAL LIABILITY POLICY**

**RHODE ISLAND AMENDATORY ENDORSEMENT**

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

In consideration of the premium charged, the policy is amended as follows:

1. SECTION VIII., CONDITIONS E. CANCELLATION AND NONRENEWAL, Item 1. CANCELLATION subparagraph a. is deleted and replaced with the following:
  - E. CANCELLATION AND NONRENEWAL
    1. CANCELLATION
      - a. This insurance may be canceled by the **Named Insured** at any time by written notice or by surrender of this insurance to the Company or its authorized representative and the Company shall refund ninety (90) percent of the pro-rata unearned premium within thirty (30) days of the latter of the effective date of cancellation or the date of delivery of the **Insured's** notice of intent to cancel, subject always to the retention by the Company of any minimum premium stipulated herein (or proportion thereof previously agreed upon).
2. SECTION VIII., CONDITIONS E. CANCELLATION AND NONRENEWAL, Item 1. CANCELLATION subparagraph b. is deleted in its entirety.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**



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:

July 22, 2025 09:16 PM

A handwritten signature in black ink that reads "Gregg M. Amore".

Gregg M. Amore  
*Secretary of State*

