EVANSTON INSURANCE COMPANY

Ten Parkway North
Deerfield, IL 60015

INSURANCE POLICY

Coverage afforded by this policy is provided by the Company (Insurer) and named in the Declarations.

In Witness Whereof, the company (insurer) has caused this policy to be executed and attested and countersigned by a duly authorized representative of the company (insurer) identified in the Declarations.

Secretary

President
EVANSTON INSURANCE COMPANY

DECLARATIONS
PROFESSIONAL LIABILITY INSURANCE POLICY FOR
SPECIFIED MEDICAL PROFESSIONS

Claims Made Coverage: The coverage afforded by this policy is limited to liability for only those Claims that are first made against the Insured during the Policy Period or the Extended Reporting Period, if exercised, and reported in writing to the Company pursuant to the terms herein.

Notice: This is a duty to defend policy. Additionally, this policy contains provisions that permit legal defense costs to be applied against the deductible, unless the policy is amended by endorsement. Please read the policy carefully.

POLICY NUMBER: SM909926 RENEWAL OF POLICY: SM903297

1. NAMED INSURED:
   A. Coverage A.: Individual Liability: See Endorsement Schedule of Coverage A Named Insureds
   B. Coverage B.: Organization Liability: UNIVERSITY OF SOUTHERN INDIANA

2. BUSINESS ADDRESS:
   8600 UNIVERSITY BLVD.
   EVANSVILLE, IN 47712

3. POLICY PERIOD: From 10/01/2015 to 10/01/2016
   12:01 A.M. Standard Time at address of Insured stated above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, THE COMPANY AGREES WITH THE NAMED INSURED TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

4. PROFESSIONAL SERVICES: Dental Clinic, Telemedicine Clinic and Community Health Clinic performed solely in the State of Indiana

5. LIMITS OF LIABILITY:
   A. For Coverage A. (Individual Liability):
      1. Each Claim: $ 250,000
      2. Aggregate: $ 500,000
   B. For Coverage B. (Organization Liability):
      1. Each Claim: $ 250,000
      2. Aggregate: $ 500,000

6. DEDUCTIBLE:
   Each Claim: $ 2,500

Producer Number, Name and Mailing Address
74630
RPS Healthcare Risk Placement Services, Inc.
550 W. Van Buren Suite 1200
Chicago, IL 60607

To Report a Loss
• Dial toll-free #1 (844)777-8323 or visit our
• Website: https://my.rpsins.com/claimsfnol
• Contact Insurer directly (see policy section)
7. RETROACTIVE DATE:
   A. For Coverage A. (Individual Liability): 10/1/2010
   B. For Coverage B. (Organization Liability): 10/1/2010

8. RATE: flat
   PREMIUM BASE: flat

9. PREMIUM FOR POLICY PERIOD:
   IN Compensation Fund $10,557.00
   IN COI Filing Fee $130.00
   Minimum IN_Surplus Lines Tax $482.53 $19,301.00
   Deposit Total Charges $30,470.53 $19,301.00

10. PREMIUM FOR EXTENDED REPORTING PERIOD: 150% for 12 months; 175% for 24 months; or 200% for 36 months

11. The Insured is not a proprietor, superintendent, executive officer, director, partner, trustee or employee of any hospital, sanitarium, clinic with bed-and-board facilities, laboratory, or any business enterprise not named in Item 1. hereinabove, except as follows:
   None

12. ENDORSEMENTS ATTACHED AT POLICY INCEPTION:
    See MDIL 1001 08 10 attached

13. NOTICES:
    Notices required to be provided to the Company under this policy shall be addressed to:

    **CLAIM OR DISCOVERY CLAUSE NOTICES:**
    Claims Service Center
    MARKEL SERVICE, INCORPORATED
    Ten Parkway North
    Deerfield, Illinois 60015
    Fax: (855) 662-7535
    E-mail: newclaims@markelcorp.com

    **ALL OTHER NOTICES:**
    MARKE MIDWEST
    a division of Markel Service, Incorporated
    Ten Parkway North
    Deerfield, IL 60015
    Telephone: (847) 572-6000
    Fax: (866) 730-2526

These declarations, together with the Policy and any Endorsement(s), complete the above numbered policy.

Countersigned: 10/1/2015
(Date)

By:

AUTHORIZED REPRESENTATIVE
Welcome to Markel’s Designed Protection® leading edge Risk Management Resources.

The following risk management resources are available exclusively to our policyholders at our website www.markelcorp.com/riskmanagement at no additional cost.

HOW TO QUICKLY ACCESS RISK MANAGEMENT RESOURCES:


Step 2. Select the Designed Protection services that apply to your policy, to get to the Login screen.

Step 3. Review the disclaimer, enter your current policy number and click on the button below to access. Your policy number is SM909926.

If you need technical assistance during the log in process, call (866) 932-2433, x113719.

Available Risk Management Resource:

- Designed Protection® Risk Management Telephone Hotline for

  This confidential telephone hotline is staffed by healthcare professional defense attorneys that are available to answer general risk management questions.
# Forms Schedule

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EVANSTON INSURANCE COMPANY

SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE POLICY

THIS IS A CLAIMS MADE POLICY. PLEASE READ IT CAREFULLY.

In consideration of the premium paid, the undertaking of the Named Insured to pay the Deductible as described herein and in the amount stated in the Declarations, in reliance upon the statements in the application attached hereto and made a part hereof and the underwriting information submitted on behalf of the Insured, and subject to the terms, conditions and limitation of this policy, the Company and the Insured agree as follows:

Throughout this policy, the term Company refers to the insurance company providing this insurance.

THE INSURED

The unqualified word "Insured", either in the singular or plural, means:

A. Under Coverage A., the Coverage A. Named Insured which is herein defined as each individual stated in Item 1.A. of the Declarations;

B. Under Coverage B.,
   1. the Coverage B. Named Insured which is herein defined as the organization if any stated in Item 1.B. of the Declarations;
   2. any principal, partner, officer, director, employee, Volunteer Worker or any former principal, partner, officer, director, employee, or Volunteer Worker of the Coverage B. Named Insured, solely while acting on behalf of the Coverage B. Named Insured and within the scope of his/her duties as such; provided, however, this insurance shall not apply to any Claim made against any Insured who is an Independent Ancillary Provider, physician, surgeon or dentist arising out of the rendering of or failure to render Professional Services in his/her capacity as an Independent Ancillary Provider, physician, surgeon or dentist;
   3. if the Named Insured specified in Item 1.B. of the Declarations is a limited liability company, any manager thereof or any past member thereof, solely while acting on behalf of the Coverage B. Named Insured and within the scope of their duties as manager of the limited liability company and any member thereof or any past member thereof, but only with respect to the conduct of the business of the limited liability company;
   4. any medical director solely while acting on behalf of the Coverage B. Named Insured and solely within the scope of his/her Administrative Duties as such; provided, however, this insurance shall not apply to any Claim made against any medical director who is a physician, surgeon or dentist arising out of the rendering of or failure to render Professional Services in his/her capacity as a physician, surgeon or dentist;

C. the heirs, executors, administrators, assigns and legal representatives of each Insured in the event of death, incapacity or bankruptcy of such Insured, but only while acting within the scope of their duties as such on behalf of the applicable Named Insured or of the Insured's estate.

INSURING AGREEMENT

The Company shall pay on behalf of the Insured all sums in excess of the Deductible amount stated in Item 6. of the Declarations, which the Insured shall become legally obligated to pay as Damages as a result of Claims first made against the Insured during the Policy Period or during the Extended Reporting Period, if exercised, and reported to the Company pursuant to Section Claims A., Claim Reporting Provision:

A. Coverage A. – Individual Liability: for Professional Personal Injury by reason of any act, error or omission in Professional Services rendered or that should have been rendered by the individual Insured or by any person for whose acts, errors or omissions the Coverage A. Named Insured is legally responsible, except as a shareholder, member or partner of a corporation, association, limited liability company or partnership, and arising out of the conduct of the Insured's Professional Services, provided:
   1. the act, error or omission happens during the Policy Period or on or after the Retroactive Date stated in Item 7.A. of the Declarations; and
2. prior to the effective date of this policy the Insured had no knowledge of such act, error or omission or any fact, circumstance, situation or incident which may result in a Claim under this policy.

B. **Coverage B. – Organization Liability**: for Professional Personal Injury by reason of any act, error or omission in Professional Services rendered or that should have been rendered by any person for whose acts, errors or omissions the Coverage B. Insured is legally responsible, and arising out of the conduct of the Insured's Professional Services, provided:

1. the act, error or omission happens during the Policy Period or on or after the Retroactive Date stated in Item 7.B. of the Declarations; and

2. prior to the effective date of this policy the Insured had no knowledge of such act, error or omission or any fact, circumstance, situation or incident which may result in a Claim under this policy.

**DEFINITIONS**

A. **Administrative Duties** means establishing medical protocol, serving on a standards review, peer review, or credentialing committee or similar professional board or committee of the Named Insured; provided, however, Administrative Duties shall not include:

1. rendering or failure to render to a patient, person or resident of a healthcare facility Professional Services by a medical director which results in Professional Personal Injury; or

2. rendering or failure to render patient specific medical direction via telecommunications to other healthcare professionals.

B. **Claim** means a demand received by the Insured for monetary damages or services and shall include the service of suit or institution of arbitration proceedings against the Insured.

C. **Claim Expenses** means reasonable and necessary amounts incurred by the Company or by the Insured with the prior written consent of the Company in the defense of that portion of any Claim for which coverage is afforded under this policy, including costs of investigation, court costs, costs of bonds to release attachments and similar bonds, but without any obligation of the Company to apply for or furnish any such bonds, and costs of appeals; provided, however, Claim Expenses shall not include: (1) salary, wages, overhead, or benefit expenses of or associated with employees or officials of any Named Insured or employees or officials of the Company; or (2) salary, wages, administration, overhead, benefit expenses, or charges of any kind attributable to any in-house counsel or captive out-of-house counsel for any Named Insured or the Company.

D. **Damages** means the monetary portion of any judgment, award or settlement; provided, however, Damages shall not include: (1) punitive or exemplary damages or multiplied portions of damages in excess of actual damages, including trebling of damages; (2) taxes, criminal or civil fines, or penalties imposed by law; (3) sanctions; (4) matters which are uninsurable under the law pursuant to which this policy shall be construed; or (5) the return of or restitution of fees, profits or charges for services rendered.

E. **Independent Ancillary Provider** means any healthcare practitioner defined as Independent Ancillary Providers per Indiana Department of Insurance Title 760 IAC 1-21-2 Sec 2.

F. **Professional Personal Injury** means:

1. any bodily injury, mental injury, sickness, disease, emotional distress or mental anguish, including death resulting therefrom of any patient, person or resident of a healthcare facility receiving Professional Services;

2. false arrest, detention or imprisonment, or malicious prosecution except when inflicted by, at the direction of, or with the consent or acquiescence of the Insured who has predetermined to commit such act, or allowed such act to have been committed, without legal justification; or

3. the publication or utterance of a libel or slander or a publication or an utterance in violation of a patient's right to professional confidence, except when published or uttered by, at the direction of, or with the consent or acquiescence of the Insured who has predetermined to commit such act, or allowed such act to have been committed, without legal justification.

G. **Professional Services** means those services described in Item 4. of the Declarations.

H. **Policy Period** means the period from the inception date of this policy to the policy expiration date as stated in Item 3. of the Declarations, or its earlier cancellation or termination date.
I. **Volunteer Worker** means any person who is not an employee of the Coverage B. Named Insured and who donates his/her work at the direction of and within the scope of duties determined by the Coverage B. Named Insured and is not paid a fee, salary or other compensation by the Coverage B. Named Insured or by anyone else for such work performed for the Coverage B. Named Insured.

**THE EXCLUSIONS**

This policy does not apply to:

A. any Claim based upon or arising out of any dishonest, fraudulent, criminal, malicious or knowingly wrongful acts, errors or omissions intentionally committed by or at the direction of the Insured;

B. liability arising out of the Insured's activities in his/her capacity as proprietor, superintendent, executive officer, director, partner, trustee or employee of any hospital, sanitarium, clinic with bed-and-board facilities, laboratory, business enterprise, or any governmental body, sub-division or agency not named as an Insured under this policy unless such activities are disclosed in the application and listed in Item 11. of the Declarations;

C. any Claim based upon or arising out of any obligation of the Insured under any workers' compensation, unemployment compensation or disability benefits law or under any similar law;

D. Professional Personal Injury to, or sickness, disease or death of any employee of the Insured arising out of, and in the course of his/her employment by the Insured;

E. any Claim based upon or arising out of any liability assumed by the Insured in a contract or agreement; provided, however, this exclusion shall not apply to liability an Insured would have in the absence of the contract or agreement;

F. any Claim based upon or arising out of any unlawful discrimination by any Insured;

G. injury arising out of the performance of a criminal act or caused by a person while under the influence of intoxicants or narcotics;

H. liability arising out of the ownership, maintenance, operation, use, loading or unloading of any vehicle, watercraft or aircraft;

I. any Claim based upon or arising out of any sexual act, including without limitation sexual intimacy (even if consensual), sexual contact, sexual advances, requests for sexual favors, sexual molestation, sexual assault, sexual abuse, sexual harassment, sexual exploitation or other verbal or physical conduct of a sexual nature; provided, however, the Company shall defend any Named Insured for such a Claim for the strictly vicarious liability of such Named Insured, unless a manager, supervisor, officer, director, trustee or partner of the Coverage B. Named Insured:
   1. knew or should have known about the sexual act allegedly committed by the Insured but failed to prevent or stop it; or
   2. knew or should have known that the Insured who allegedly committed the sexual act had a prior history of such sexual misconduct act;

The Company shall not pay Damages on behalf of any Named Insured for such a Claim.

J. any Claim arising out of general liability or products liability;

K. any Claim made against the Insured:
   1. by any person or organization or its subrogee, assignee, contractor, subcontractor, or parent company, subsidiary, division or affiliated company which was or is operated, managed, owned or otherwise controlled, whether directly or indirectly, or in whole or in part, by an Insured or parent company or any subsidiary, division or affiliated organization; or
   2. by or on behalf of any Insured under this policy; provided, however, this exclusion shall not apply to any Claim made against any Insured arising out of the rendering of or failure to render Professional Services by the Insured or by any person for whose acts, errors or omissions the Insured is legally responsible, if such Insured is a patient or client of the Insured;

L. any Claim based upon or arising out of any employment dispute;

M. any Claim based upon or arising out of a warranty or guarantee of cure or success of treatment which is alleged to have arisen out of advertisement;

N. any Claim based upon or arising out of the dispensing of or the use of any drug or device whose approval for use was withdrawn by the Food and Drug Administration (FDA) at the time such drug or device was used or dispensed;
O. any Claim based upon or arising out of any actual or alleged violations of the Employee Retirement Income Security Act of 1974 (ERISA) and its amendments or any regulation or order issued pursuant thereto or any similar federal, state or local law; or

P. any Claim based upon or arising out of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C., Section 1961, et seq.

TERRITORY

The insurance afforded by this policy applies worldwide, provided the Claim is made in the United States of America, its territories or possessions or Puerto Rico.

LIMITS OF LIABILITY

A. Coverage A. Limit of Liability - Each Claim - Each Coverage A. Named Insured: The total liability of the Company for Damages for each Claim against each Coverage A. Named Insured first made during the Policy Period or the Extended Reporting Period, if exercised, shall not exceed the Limit of Liability stated in Item 5.A.1. of the Declarations as applicable to Each Claim – Each Coverage A Named Insured.

B. Coverage A. Limit of Liability - Aggregate: Subject to the above Coverage A. Limit of Liability – Each Claim-Each Coverage A. Named Insured, the total liability of the Company shall not exceed the Coverage A. Aggregate Limit of Liability as stated in Item 5.A.2. of the Declarations for all Damages arising out of all Claims against each Coverage A. Named Insured first made during the Policy Period and the Extended Reporting Period, if exercised.

C. Coverage B. Limit of Liability - Each Claim: The total liability of the Company for Damages for each Claim against each Coverage B. Insured first made during the Policy Period or the Extended Reporting Period, if exercised, shall not exceed the Limit of Liability stated in Item 5.B.1. of the Declarations as applicable to Each Claim.

D. Coverage B. Limit of Liability - Aggregate: Subject to the above Coverage B. Limit of Liability – Each Claim, the total liability of the Company shall not exceed the Coverage B. Aggregate Limit of Liability as stated in Item 5.B.2 of the Declarations for all Damages arising out of all Claims first made during the Policy Period and the Extended Reporting Period, if exercised against all Coverage B. Insureds.

E. Apportionment of Losses Against Aggregate Limits of Liability:

All sums which the Company pays on behalf of a Coverage B. Insured and one or more Coverage A. Named Insureds as the result of a Claim or as the result of a notice given to the Company pursuant to Section Claims B., Discovery Clause, shall be apportioned against the Coverage B. Limit of Liability and the Coverage A. Limit of Liability and the respective apportioned amounts shall thereby reduce: (1) the aggregate limit of liability applicable under Coverage B.; and (2) each aggregate limit of liability applicable under Coverage A. Nothing stated herein shall operate to increase any limit of liability of the Company as stated in Item 5. of the Declarations. Such sums shall be apportioned among the Insureds under this policy as follows:

1. In the event notice is given to the Company pursuant to Section B., Discovery Clause, or if a Claim is settled or withdrawn prior to judgment, award or verdict, or if a judgment, award or verdict is rendered generally and without regard to the relative culpability of those against whom it is rendered, the Damages shall be apportioned, in equal shares against: (a) the remaining aggregate limits of liability available under Coverage B.; and (b) the remaining aggregate limits of liability available under Coverage A. to each Coverage A. Named Insured against whom such Claim has been made individually, until each applicable aggregate limit of liability has been exhausted.

2. In the event that subparagraph 1. hereinafter does not apply and judgment, award or verdict is rendered, the Damages shall be apportioned, in such shares as those shares relate to the judgment, award or verdict in the manner of its rendition against each Insured against: (a) the remaining aggregate limits of liability available under Coverage B.; and (b) the remaining aggregate limits of liability available under Coverage A. to each Coverage A. Named Insured against whom such judgment, award or verdict has been rendered individually, until each applicable aggregate limit of liability has been exhausted.

F. Deductible: The Deductible amount stated in Item 6. of the Declarations shall be paid by the applicable Named Insured and shall be applicable to each Claim and shall include Damages and Claim Expenses, whether or not Damages payments are made.

Such amounts shall, upon written demand by the Company, be paid by the applicable Named Insured within ten (10) days. The total payments requested from the applicable Named Insured in respect of each Claim shall not exceed the Deductible amount stated in Item 6. of the Declarations. Solely for the purpose of determining the Company's limit of liability, the Deductible amount shall be deemed to be applied first to the Damages.
The determination of the Company as to the reasonableness of the Claim Expenses shall be conclusive on the Coverage A. and B. Named Insured.

G. **Multiple Insureds, Claims and Claimants:** The bringing of suits by more than one person or organization shall not operate to increase the Limits of Liability stated in Item 5. of the Declarations. More than one Claim arising out of a single act, error or omission or a series of related acts, errors or omissions shall be considered a single Claim. All such Claims, whenever made, shall be treated as a single Claim. Such single Claim, whenever made, shall be deemed to be first made on the date on which the earliest Claim arising out of such act, error or omission is made or with regard to notice given to and accepted by the Company pursuant to Section Claims B., Discovery Clause, on the date within the Policy Period on which such notice of potential Claim is first received by the Company.

**DEFENSE, SETTLEMENTS AND CLAIM EXPENSES**

The Company shall have the right and duty to defend and investigate any Claim to which coverage under this policy applies. The Company may make such investigation and settlement of any Claim as it deems expedient. Claim Expenses incurred in defending and investigating a Claim shall be in addition to the applicable Limits of Liability stated in Item 5. of the Declarations. Such Claim Expenses shall not reduce the Limits of Liability and shall be applied against the Deductible. The Company shall have no obligation to pay any Damages or to defend or to continue to defend any Claim or to pay Claim Expenses for Claims after the applicable Limit or Limits of Liability stated in Item 5. of the Declarations have been exhausted.

In accordance with Indiana Statute, IC 27-1-13-7, the Company shall have the right to settle the liability of the Insured under IC 34-18 without the consent of the Insured when the unanimous opinion of the Medical Review Panel under Indiana Statute, IC 34-18-10-22 (b)(1) is that the evidence supports the conclusion that the defendant failed to comply with the appropriate standard of care as charged in the complaint.

**CLAIMS**

A. **Claim Reporting Provision:** The Insured shall give to the Company written notice as stated in Item 13. of the Declarations as soon as practicable of any Claim first made against the Insured during the Policy Period or the Extended Reporting Period, if exercised.

In the event suit is brought against the Insured, the Insured shall immediately forward to Markel Service, Incorporated, on behalf of the Company, every demand, notice, summons or other process received by him/her or by his/her representatives.

B. **Discovery Clause:** If during the Policy Period, the Insured first becomes aware of a specific act, error or omission in Professional Services which may result in a Claim within the scope of coverage of this policy, then the Insured may provide written notice as stated in Item 13. of the Declarations to the Company containing the information listed below. If such written notice is received by the Company during the Policy Period, then any Claim subsequently made against the Insured arising out of such act, error or omission in Professional Services shall be deemed for the purpose of this insurance to have been made on the date on which such written notice is received by the Company.

It is a condition precedent to the coverage afforded by this Discovery Clause that written notice be given to the Company containing the following information:

1. the description of the specific act, error or omission;
2. the date on which such act, error or omission took place;
3. the injury or damage which has or may result from such act, error or omission;
4. the identity of any injured persons; and
5. the circumstances by which the Insured first became aware of such act, error or omission.

C. **Assistance and Cooperation of the Insured:** The Insured shall cooperate with the Company and upon the Company's request, the Insured shall: (1) submit to examination and interview by a representative of the Company, under oath if required; (2) attend hearings, depositions and trials; (3) assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses in the conduct of suits; (4) give a written statement or statements to the Company's representatives and meet with such representatives for the purpose of determining coverage and investigating and/or defending any Claim, all without cost to the Company. The Insured shall further cooperate with the Company and do whatever is necessary to secure and effect any right of indemnity, contribution or apportionment which the Insured may have. The Insured shall not, except at his/her own cost, make any payment, admit any liability, settle any Claims, assume any obligation or incur any expense without the written consent of the Company.
D. **False or Fraudulent Claims:** If any Insured shall commit fraud in proffering any Claim, this insurance shall become void as to such Insured from the date such fraudulent Claim is proffered.

**EXTENDED REPORTING PERIOD**

A. If the Coverage B. Named Insured nonrenews this policy or cancels this policy pursuant to Section Other Conditions A., or if the Company nonrenews this policy or cancels this policy pursuant to Section Other Conditions A., for reasons other than nonpayment of premium or Deductible or non-compliance with the terms and conditions of this policy, then the Coverage B. Named Insured shall have the right upon payment of an additional premium calculated at the percentage stated in Item 10. of the Declarations of the annual deposit premium for the policy, subject to adjustment as per Section Other Conditions I., Premium and Audit, but in no event less than the percentage set forth in Item 10. of the Declarations of the annual minimum premium for the policy, to extend the coverage granted under this policy, to Claims first made against the Insured during the period of months stated in Item 10. of the Declarations; as elected by the Coverage B. Named Insured, and reported to the Company pursuant to Section Claims A., Claim Reporting Provision, following immediately upon the effective date of such cancellation or nonrenewal, for any act, error or omission in Professional Services rendered on or after the applicable Retroactive Date and prior to the effective date of such cancellation or nonrenewal and which is otherwise covered by this policy. This period of months as elected by the Coverage B. Named Insured and described in this paragraph shall be referred to in this policy as the Extended Reporting Period.

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

This Extended Reporting Period shall not be available when any Insured’s license or right to practice his/her profession is revoked, suspended or surrendered.

B. As a condition precedent to the right to purchase the Extended Reporting Period, the Coverage B. Named Insured must have paid: (1) all Deductibles when due; (2) all premiums due for the Policy Period; and (3) all premium due on any other policy(ies) issued by the Company or any of its affiliated companies in an uninterrupted series of policies of which this policy is a renewal or replacement must have been paid.

The right to purchase the Extended Reporting Period shall terminate unless a written notice as stated in Item 13. of the Declarations of such election for the Extended Reporting Period is received by the Company within thirty (30) days after the effective date of cancellation or nonrenewal together with payment of the additional deposit premium for the Extended Reporting Period. If such written notice of election and payment of additional premium are not so received by the Company, there shall be no right to purchase the Extended Reporting Period at a later date.

C. The Coverage B. Named Insured shall pay any additional premium that may be due as a result of audit, promptly when due.

D. In the event of the purchase of the Extended Reporting Period the entire premium therefor shall be fully earned at its commencement.

E. The Extended Reporting Period shall not in any way increase the Limits of Liability stated in Item 5. of the Declarations.

**OTHER CONDITIONS**

A. **Cancellation:** This policy may be cancelled by the Coverage B. Named Insured on behalf of all Insureds by mailing to the Company written notice as stated in Item 13. of the Declarations stating when thereafter such cancellation shall be effective. If cancelled by the Coverage B. Named Insured, the earned premium shall be computed at the customary short rate. Payment or tender of unearned premium shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.

This policy may be cancelled by the Company or by its underwriting manager, on behalf of the Company, by mailing to the Coverage B. Named Insured, at the address stated in Item 2. of the Declarations, written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. However, if the policy is cancelled because the Coverage B. Named Insured has failed to pay a premium or Deductible when due, including premium due on any other policy(ies) issued by the Company or any of its affiliated companies in an uninterrupted series of policies of which this policy is a renewal or replacement, this policy may be cancelled by the Company or by its underwriting manager, on behalf of the Company, by mailing a written notice of cancellation to the Coverage B. Named Insured stating when, not less than ten (10) days thereafter, such cancellation shall be effective. The mailing of notice as aforementioned shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the Policy Period. Such notice shall be conclusive on all Insureds. Delivery of such written notice by the Named Insured, the Company or its underwriting manager shall be equivalent to mailing. If cancelled by the Company or its underwriting manager, earned
premium shall be computed pro rata. Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter.

B. **Representations:** By acceptance of this policy, the Insureds agree as follows:

1. that the information and statements contained in the application(s) are the basis of this policy and are to be considered as incorporated into and constituting a part of this policy; and

2. that the information and statements contained in the application(s) are their representations, that they shall be deemed material to the acceptance of the risk or hazard assumed by the Company under this policy, and that this policy is issued in reliance upon the truth of such representations.

C. ** Entire Agreement: ** This policy, the Declarations, the application(s) and any written endorsements attached hereto shall be deemed to be a single unitary contract.

D. ** Other Insurance:** This insurance shall be in excess of the Deductible stated in Item 6. of the Declarations and any other valid and collectible insurance available to the Insured whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as a specific excess insurance over the Limits of Liability provided in this policy.

E. **Changes:** Notice to any agent or knowledge possessed by any agent or other person acting on behalf of the Company shall not effect a waiver or a change in any part of this policy and shall not estop the Company from asserting any right under the terms of the policy. The terms of this policy shall not be waives or changed, except by written endorsement issued to form a part of this policy, and this policy embodies all agreements existing between the Insureds and the Company or any of its agents relating to this insurance.

F. **Assignment of Interest:** Assignment of interest under this policy shall not bind the Company unless its consent is endorsed hereon.

G. **Subrogation:** In the event of any payment under this policy, the Company shall be subrogated to the right of recovery of all Insureds to the extent of such payment. 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 the Claim to prejudice such rights.

The Company shall not exercise any such rights against any person, firms or corporations included in the definition of Insured. Notwithstanding the foregoing, however, the Company reserves the right to exercise any rights of subrogation against an Insured in respect of any Claim brought about or contributed to by the intentional, dishonest, fraudulent, criminal or malicious act or omission of such Insured.

Any amount so recovered shall be apportioned as follows:

- Any recovery shall first be used for the repayment of expenses incurred toward subrogation; second, to any loss and expense payment by the Insured in excess of any Deductible(s); third, to any loss and expense payments by any excess carrier on behalf of the Insured; fourth, to any loss and expense payments by any primary carrier on behalf of the Insured; and, last, to repayment of the Insured’s Deductible.

H. **Premium and Audit:** Upon expiration of this policy, the Named Insured shall furnish to the Company or its underwriting manager, on behalf of the Company, a statement of the Named Insured’s actual total premium base as stated in Item 8. of the Declarations for the Policy Period. The actual earned premium shall be computed thereon at the premium rate stated in Item 8. of the Declarations. If the actual earned premium is more than the deposit premium stated in Item 9. of the Declarations, the Named Insured shall pay the difference to the Company; if less, the Company shall refund the difference to the Named Insured except that the Company shall be entitled to the minimum premium as stated in Item 9. of the Declarations. The Company or or its underwriting manager, on behalf of the Company, on behalf of the Named Insured, shall have the right to require of the Named Insured, at any time within the said Policy Period or one year thereafter, a sworn statement of the entire amount (or number) of such premium base during the whole or any specified part of the said period, and the Named Insured shall furnish said statement within ten (10) days after request. The statement referred to shall be subject to verification and audit by a duly authorized representative of the Company, who shall have the right and opportunity to examine the books and records of the Named Insured as respects such premium base, and such examination may be made at any time during the said period and within three (3) years thereafter. The rendering of any estimate or statement or the making of any previous settlement shall not bar the examination herein provided for, nor the Company’s right to additional premium.

I. **Inspection:** The Company shall be permitted but not obligated to inspect the Insured’s operations at any time. Neither the Company’s right to make inspections, nor the making thereof, nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the Insured or others, to determine or warrant that such operations are safe or healthful, or are in compliance with any law, rule or regulation.
J. **Action Against the Company:** No action shall lie against the Company unless, as a condition precedent thereto, the Insured shall have fully complied with all the terms of this policy, nor until the amount of the Insured's obligation to pay shall have been fully and finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the Claimant and the Company.

Nothing contained in this policy shall give any person or organization any right to join the Company as a co-defendant in any action against the Insured to determine the Insured's liability. Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Company of any of its obligations hereunder.

K. **Authorization:** By acceptance of this policy, the first organization named in Item 1.B. of the Declarations shall act on behalf of all Insureds with respect to the giving and receiving of all notices to and from the Company as provided herein: the exercising of the Extended Reporting Period; the cancellation of this policy in whole or part; the payment of premiums and Deductibles when due; the receiving of any return premiums that may become due under this policy; and the Insureds agree that such person or organization shall act on their behalf.

M. **Service of Suit:** Except with respect to any policy issued in any state in which the Company is licensed as an admitted insurer to transact business, it is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the Named Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such court. Nothing in this clause constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon Secretary, Legal Department, Markel Service, Incorporated, Ten Parkway North, Deerfield, Illinois 60015 and that in any suit instituted against the Company upon this policy, the Company will abide by the final decision of such court or of any appellate court in the event of an appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefor, the Company hereby designates the Superintendent, Commissioner, or Director of Insurance or other official specified for that purpose in the statute, or his/her successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Named Insured or any beneficiary hereunder arising out of this policy, and hereby designates the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.
NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM)

This exclusion modifies the provisions of this policy.

It is agreed that:

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

2. **As used in this exclusion:**
   "hazardous properties" include radioactive, toxic or explosive properties;
   "nuclear material" means source material, special nuclear material or by-product material;
   "source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
   "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
   "waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility within the definition of nuclear facility under paragraph (a) or (b) thereof;
   "nuclear facility" means
      (a) any nuclear reactor,
      (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
      (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
      (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste.
and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.
Evanston Insurance Company

This endorsement changes the policy. Please read it carefully

25% Minimum Earned Premium Endorsement

In consideration of the premium paid, it is hereby understood and agreed that in the event that this policy is cancelled by the Named Insured, the policy premium is subject to a minimum earned premium of twenty-five percent (25%) of the total premium.

All other terms and conditions remain unchanged.
SCHEDULE OF COVERAGE A NAMED INSURED

In consideration of the premium paid it is hereby understood and agreed that Item 1. of the Declarations, NAMED INSURED (a) Coverage A: Individual Liability Coverage is amended to read as follows:

<table>
<thead>
<tr>
<th>Named Insured</th>
<th>Date of Policy</th>
<th>Date of Expiration</th>
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<tbody>
<tr>
<td>BARBARA T. WELLS, DMD</td>
<td>10/01/2011</td>
<td>11/27/2012</td>
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<tr>
<td>MICHAEL C. WOLF, DDS</td>
<td>10/01/2011</td>
<td>Policy Expiration</td>
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<tr>
<td>JENNIFER P. HOWELL, DMD</td>
<td>10/01/2011</td>
<td>11/27/2012</td>
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<tr>
<td>SAM J. EULER, DDS</td>
<td>10/01/2011</td>
<td>Policy Expiration</td>
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<tr>
<td>CARLA L. ALLDREIDGE, DMD</td>
<td>10/01/2011</td>
<td>11/27/2012</td>
</tr>
<tr>
<td>KAREN PARKER, RN, PHD</td>
<td>10/01/2011</td>
<td>Policy Expiration</td>
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<tr>
<td>JENNIE P. HIAM, RN, MSN, NP-C</td>
<td>10/01/2011</td>
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<tr>
<td>KAREN R. BROSSMAN, BSN, MS, FNP</td>
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<td>JENNY L. MCWILLIAMS, DDS</td>
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<td>NICHOLAS J. VOLZ, DDS</td>
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<td>MALEA DAWN WOLFE, MSN, CNP</td>
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<td>ROBERTA E. HOEBEKE, PHD, FNP-BC</td>
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<td>MELISSA A. HALL, NP</td>
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<td>TRACY J. KINNER, NP</td>
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<td>KAREN REBECA BROSSMAN, FNP</td>
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<td>ALLISON LEANN KRIEGER, NP</td>
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<td>SUSAN BAKER, NP</td>
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<td>PAMELA S. JACKSON, NP</td>
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<td>STEVEN K. ELLIOTT, MD</td>
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<tr>
<td>KATHERINE RIEDFORD, NP</td>
<td>01/14/2014</td>
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All other terms and conditions remain unchanged.
EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF DEFINITIONS AND EXCLUSIONS – ELECTRONIC DATA AND DISTRIBUTION OF MATERIAL IN VIOLATION OF STATUTES

This endorsement modifies insurance provided under the following:

- LOCUM TENENS AND CONTRACT STAFFING PROFESSIONAL LIABILITY INSURANCE COVERAGE PART
- SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE POLICY
- SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY COVERAGE PART – CLAIMS MADE COVERAGE
- SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART – CLAIMS MADE COVERAGE
- PHYSICIANS, SURGEONS, DENTISTS AND PODIATRISTS AND PROFESSIONAL LIABILITY INSURANCE POLICY

Section The Exclusions is amended by the addition of the following:

any Claim based upon or arising out of any violation of:

(a) the Telephone Consumer Protection Act of 1991 (TCPA) and amendments thereto or any similar or related federal or state statute, law, rule, ordinance or regulation;

(b) the CAN-SPAM Act of 2003 and amendments thereto or any similar or related federal or state statute, law, rule, ordinance or regulation; or

(c) any other statute, law, rule, ordinance or regulation that prohibits or limits the sending, transmitting, communication or distribution of information or other material.

All other terms and conditions remain unchanged.