



**EVANSTON INSURANCE COMPANY**

10275 West Higgins Road, Suite 750  
Rosemont, IL 60018

**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.

A handwritten signature in cursive script that reads "Kathleen Anne Sturgeon".

**Secretary**

A handwritten signature in cursive script that reads "Bryan W. Sales".

**President**



# EVANSTON INSURANCE COMPANY

## PRIVACY NOTICE

U. S. Consumer Privacy Notice

Rev. 1/1/2020

FACTS	WHAT DOES MARKEL GROUP OF COMPANIES REFERENCED BELOW (INDIVIDUALLY OR COLLECTIVELY REFERRED TO AS "WE", "US", OR "OUR") DO WITH YOUR PERSONAL INFORMATION?
Why?	In the course of Our business relationship with you, We collect information about you that is necessary to provide you with Our products and services. We treat this information as confidential and recognize the importance of protecting it. Federal and state law gives you the right to limit some but not all sharing of your personal information. Federal and state law also requires Us to tell you how We collect, share, and protect your personal information. Please read this notice carefully to understand what We do.
What?	<p>The types of personal information We collect and share depend on the product or service you have with Us. This information can include:</p> <ul style="list-style-type: none"> <li>• your name, mailing and email address(es), telephone number, date of birth, gender, marital or family status, identification numbers issued by government bodies or agencies (i.e.: Social Security number or FEIN, driver's license or other license number), employment, education, occupation, or assets and income from applications and other forms from you, your employer and others;</li> <li>• your policy coverage, claims, premiums, and payment history from your dealings with Us, Our Affiliates, or others;</li> <li>• your financial history from other insurance companies, financial organizations, or consumer reporting agencies, including but not limited to payment card numbers, bank account or other financial account numbers and account details, credit history and credit scores, assets and income and other financial information, or your medical history and records.</li> </ul> <p>Personal information does not include:</p> <ul style="list-style-type: none"> <li>• publicly-available information from government records;</li> <li>• de-identified or aggregated consumer information.</li> </ul> <p>When you are no longer Our customer, We continue to share your information as described in this Notice as required by law.</p>
How?	All insurance companies need to share customers' personal information to run their everyday business. In the section below, We list the reasons financial companies can share their customers' personal information; the reasons We choose to share; and whether you can limit this sharing. We restrict access to your personal information to those individuals, such as Our employees and agents, who provide you with insurance products and services. We may disclose your personal information to Our Affiliates and Nonaffiliates (1) to process your transaction with Us, for instance, to determine eligibility for coverage, to process claims, or to prevent fraud, or (2) with your written authorization, or (3) otherwise as permitted by law. We do not disclose any of your personal information, as Our customer or former customer, except as described in this Notice.

Reasons We can share your personal information	Do We share?	Can you limit this sharing?
<b>For Our everyday business purposes and as required by law –</b> such as to process your transactions, maintain your account(s), respond to court orders and legal/regulatory investigations, to prevent fraud, or report to credit bureaus	Yes	No
<b>For Our marketing purposes –</b> to offer Our products and services to you	Yes	No
<b>For Joint Marketing with other financial companies</b>	Yes	No
<b>For Our Affiliates' everyday business purposes –</b> information about your transactions and experiences	Yes	No
<b>For Our Affiliates' everyday business purposes –</b> information about your creditworthiness	No	We don't share
<b>For Our Affiliates to market you</b>	No	We don't share
<b>For Nonaffiliates to market you</b>	No	We don't share
<b>Questions?</b> Call (888) 560-4671 or email <a href="mailto:privacy@markel.com">privacy@markel.com</a>		

Who We are	
<b>Who is providing this Notice?</b>	A list of Our companies is located at the end of this Notice.

What We do	
<b>How do We protect your personal information?</b>	We maintain reasonable physical, electronic, and procedural safeguards to protect your personal information and to comply with applicable regulatory standards. For more information, visit <a href="http://www.markel.com/privacy-policy">www.markel.com/privacy-policy</a> .
<b>How do We collect your personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• complete an application or other form for insurance</li> <li>• perform transactions with Us, Our Affiliates, or others</li> <li>• file an insurance claim or provide account information</li> <li>• use your credit or debit card</li> </ul> <p>We also collect your personal information from others, such as consumer reporting agencies that provide Us with information such as credit information, driving records, and claim histories.</p>
<b>Why can't you limit all sharing of your personal information?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• sharing for Affiliates' everyday business purposes – information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• sharing for Nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See the Other Important Information section of this Notice for more on your rights under state law.</p>

Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Our Affiliates include member companies of Markel Group.</li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Nonaffiliates that We can share with can include financial services companies such as insurance agencies or brokers, claims adjusters, reinsurers, and auditors, state insurance officials, law enforcement, and others as permitted by law.</li> </ul>
<b>Joint Marketing</b>	<p>A formal agreement between Nonaffiliated companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• Our Joint Marketing providers can include entities providing a service or product that could allow Us to provide a broader selection of insurance products to you.</li> </ul>

Other Important Information
<p><b>For Residents of AZ, CT, GA, IL, ME, MA, MN, MT, NV, NJ, NC, OH, OR, and VA:</b> Under state law, under certain circumstances you have the right to access and request correction, amendment or deletion of personal information that We have collected from or about you. To do so, contact your agent, visit <a href="http://www.markel.com/privacy-policy">www.markel.com/privacy-policy</a>, call (888) 560-4671, or write to Markel Corporation Privacy Office, 4521 Highwoods Parkway, Glen Allen, VA 23060.</p> <p>We may charge a reasonable fee to cover the costs of providing this information. We will let you know what actions We take. If you do not agree with Our actions, you may send Us a statement.</p>
<p><b>For Residents of CA:</b> You have the right to review, make corrections, or delete your recorded personal information contained in Our files. To do so, contact your agent, visit <a href="http://www.markel.com/privacy-policy">www.markel.com/privacy-policy</a>, call (888) 560-4671, or write to Markel Corporation Privacy Office, 4521 Highwoods Parkway, Glen Allen, VA 23060. We do not and will not sell your personal information.</p> <p>For the categories of personal information We have collected from consumers within the last 12 months, please visit: <a href="http://www.markel.com/privacy-policy">www.markel.com/privacy-policy</a>.</p>
<p><b>For Residents of MA and ME:</b> You may ask, in writing, for specific reason, for an adverse underwriting decision.</p>
<p><b>Markel Group of Companies Providing This Notice:</b> City National Insurance Company, Essentia Insurance Company, Evanston Insurance Company, FirstComp Insurance Company, Independent Specialty Insurance Company, National Specialty Insurance Company, Markel Bermuda Limited, Markel American Insurance Company, Markel Global Reinsurance Company, Markel Insurance Company, Markel International Insurance Company Limited, Markel Service, Incorporated, Markel West, Inc. (d/b/a in CA as Markel West Insurance Services), Pinnacle National Insurance Company, State National Insurance Company, Inc., Superior Specialty Insurance Company, SureTec Agency Services, Inc. (d/b/a in CA as SureTec Agency Insurance Services), SureTec Indemnity Company, SureTec Insurance Company, United Specialty Insurance Company, Inc.</p>



## EVANSTON INSURANCE COMPANY

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

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

This 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.



## POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

RE: Policy Number: SM939255

Insured: MEMBERS OF THE ASSOCIATION AS THOSE TERMS ARE DEFINED IN THE POLICY

Insurer: EVANSTON INSURANCE COMPANY

You are hereby notified that under the Terrorism Risk Insurance Act as amended in 2015 the definition of terrorism has changed. *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 an air carrier or vessel 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 the Act, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. The Act requires Evanston Insurance Company to also notify you that Terrorism Coverage required to be offered by the Act for losses caused by certified acts of terrorism is partially reimbursed by the United States Government under a formula established by federal law. Under this formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

The Terrorism Risk Insurance Act as amended, contains a \$100 billion cap that limits United States 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.

Nothing in this notice affects or modifies your coverage except and only to the extent specifically required by the Act.

Certified Acts of Terrorism coverage is provided for no additional premium.



MASTER POLICY DECLARATIONS
SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY
(INCLUDING PRODUCTS AND COMPLETED OPERATIONS LIABILITY) –
OCCURRENCE COVERAGE
SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY –
OCCURRENCE COVERAGE

Notice: This is a duty to defend policy. Additionally, this policy contains provisions that reduce the limits of liability stated in the policy by the costs of legal defense. Please read the policy carefully.

POLICY NUMBER: SM939255

RENEWAL OF POLICY: SM934284

- 1. INSURED: Members of the Association as those terms are defined in the policy
BUSINESS ADDRESS: See Certificate of Insurance issued to each Member.
2. Authorized to act on behalf of Insureds in accordance with Common Policy Conditions, Other Conditions K., Authorization:
AUTHORIZED ORGANIZATION: Hands-On Trade Association
BUSINESS ADDRESS:
3. POLICY PERIOD: From 02/01/2021 to 02/01/2022
12:01 A.M. Standard Time at address of Authorized Organization 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. A. SPECIFIED PRODUCTS, GOODS, OPERATIONS AND PREMISES COVERED: Health and beauty related products and goods normal and incidental to the practice of those Professional Services of which the Insured is a Practitioner or Student Practitioner; all related premises and operations of the Insured
B. PROFESSIONAL SERVICES: Massage and Related Modalities; Animal Massage and Related Modalities, Esthetics, Cosmetology and Nail Technician Work, Pilates Instruction, Yoga Instruction, Teaching of Dance, Eyebrow Coloring/Tinting, Micro-Needling provided by Licensed Aestheticians as allowed under the scope of practice of the state licensing board where licensed and providing services

Table with 1 column and 2 rows: Producer Number, Name and Address; 19745 Brown & Riding - Select Accounts Division 901 5th Ave. Ste. 2300 Seattle, WA 98164

**5. LIMITS OF LIABILITY:**

A. For General Liability:

1. For Coverage A. (Bodily Injury and Property Damage Liability):

- (i) Each Occurrence: \$ 2,000,000
- (ii) Damage to Premises – Any One Premises: \$ 100,000
- (iii) General Aggregate: \$ 3,000,000
- (iv) Products-Completed Operations Aggregate: \$ 2,000,000

B. For Professional Liability (including Professional Personal Injury):

- 1. Each Claim: \$ 2,000,000

**6. RATE:** As per monthly bordereaux

**PREMIUM BASE:** Number of Members of the Association

**7. PREMIUM FOR MEMBERSHIP PERIODS OF ALL MEMBERS:** As per monthly bordereaux

**8. ENDORSEMENTS ATTACHED AT POLICY INCEPTION:**

See MDIL 1001 08 10 attached

**9. NOTICES:**

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

**NOTICES OF OCCURRENCE,  
MEDICAL INCIDENT, CLAIM OR SUIT:**


Markel Claims  
P.O. Box 2009  
Glen Allen, VA 23058-2009  
  
Phone: 800-362-7535 (800) 3MARKEL  
Fax: (855) 662-7535 (855) 6MARKEL  
E-mail: newclaims@markel.com

**ALL OTHER NOTICES:**

Markel West Insurance Services, a division of Markel  
Service, Incorporated (#0D95581)  
21600 Oxnard Street, Suite 900  
Woodland Hills, CA 91367-4800  
Telephone: (818) 595-0600  
Fax: (866) 730-2529

General Questions: HOTA - (800) 872-1282

**These declarations, together with the Common Policy Conditions, Coverage Part(s), any Endorsement(s) and any application(s) complete the above numbered policy.**

Countersigned: 1/21/2021	By:  _____ AUTHORIZED REPRESENTATIVE
(Date)	





## EVANSTON INSURANCE COMPANY

### FORMS SCHEDULE

#### FORM NUMBER

#### FORM NAME

MJIL 1000 08 10	Policy Jacket
MPIL 1007 01 20	Privacy Notice
MPIL 1083 04 15	US Treasury Dept's Office Of Foreign Assets Control ("OFAC") Notice
ZZ-50000 01 15	Policyholder Disclosure of Terrorism Insurance Cov
SM-10005 01 20	Declaration Master Policy Specified Medical
MDIL 1001 08 10	Forms Schedule
SM-20005 01 20	Master Policy Specified Medical Professions
EIC 4638 01 15	Certified Acts of Terrorism Endorsement
MEIL 1200 02 20	Service of Suit
MESM 2084 01 11	RPG Endorsement Wellness & Beauty Association RPG
MESM 2147 05 20	Changes - Multiple Insureds, Claims And Claimants
MESM 2148 05 20	Changes - Multiple Insureds, Claims And Claimants
MESM 3018 05 15	Exclusion - Unmanned Aircraft
MIL 1214 09 17	Trade Or Economic Sanctions
MANUSCRIPT-1	Certificate Holder Additional Insured
MANUSCRIPT-1	Addition of Exclusion
MANUSCRIPT-1	Amendment of Exclusions
MANUSCRIPT-1	Exclusion - Communicable Disease



# EVANSTON INSURANCE COMPANY

## MASTER POLICY

### SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY (INCLUDING PRODUCTS AND COMPLETED OPERATIONS LIABILITY) – OCCURRENCE COVERAGE

### SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY – OCCURRENCE COVERAGE

## COMMON POLICY CONDITIONS

THIS IS AN OCCURRENCE POLICY. PLEASE READ IT CAREFULLY.

In consideration of the premium paid, in reliance upon the statements in the application(s) for new or renewing membership with the **Association**, and the underwriting information submitted to the Authorized Organization on behalf of the **Insured**, and subject to the terms, conditions and limitations of this policy, the Company and the **Insured** agree as follows:

**VARIOUS PROVISIONS IN THE COMMON POLICY CONDITIONS MAY RESTRICT OR EXCLUDE COVERAGE. PLEASE READ THE ENTIRE COVERAGE FORM CAREFULLY TO DETERMINE THE INSURED'S RIGHTS AND DUTIES AND WHAT IS AND IS NOT COVERED.**

All Coverage Parts included in this policy are subject to the following conditions and definitions.

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

## DEFINITIONS

- A. **Additional Insured** means those individual person(s) or organization(s) named as an **Additional Insured** on the Certificate of Insurance issued to that **Member**.
- B. **Association** means the Hands-On Trade Association.
- C. **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 attorney's fees of a party other than an **Insured** or other penalties imposed by law; (3) sanctions; (4) matters which are uninsurable under the law pursuant to which this policy shall be construed; (5) the return, withdrawal, reduction or restitution or payment of any fees, profits or charges for services or consideration and/or any expenses paid to the **Insured** for services or goods; or (6) the cost of complying with an award or order for declaratory, equitable or injunctive relief or remedy.
- D. **Insured**: The unqualified word "**Insured**", either in the singular or plural, means:
  - 1. a **Member** of the **Association** to whom a Certificate of Insurance has been issued, and who has been added to this policy at an additional premium charge, by a Monthly Report of Members Schedule; and
  - 2. a **Certificate Holder Additional Insured**.
- E. **Insured Contract** means:
  - 1. a contract for lease of premises; provided, however, that the portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to the **Insured** or temporarily occupied by the **Insured** with the permission of the owner shall not be an **Insured Contract**;
  - 2. any easement or license, except in connection with construction or demolition operations on or within fifty (50) feet of a railroad;
  - 3. an obligation, as required by municipal ordinance, to indemnify a municipality, except in connection with work for the municipality;

4. a sidetrack agreement;
  5. an elevator maintenance agreement; or
  6. that part of any other contract or agreement pertaining to the **Insured's** business under which the **Insured** assumes the tort liability of another party to pay for **Bodily Injury** or **Property Damage** to a third party; provided, however, **Insured Contract** shall not include that part of any contract or agreement:
    - (i) that indemnifies a railroad for **Bodily Injury** or **Property Damage** arising out of construction or demolition operations, within fifty (50) feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
    - (ii) that indemnifies an architect, engineer or surveyor for injury or damage arising out of:
      - (a) preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or designs or specifications; or
      - (b) supervision, inspection, failure to supervise or inspect or architectural, engineering or surveying services; or
    - (iii) under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the **Insured's** rendering or failure to render **Professional Services**, including those listed in subparagraph (ii) hereinabove or any supervision, inspection, failure to supervise or inspect or architectural, engineering or survey services.
- F. **Member** means a natural person who has completed a membership application for a new or renewing membership with the **Association**, which membership payment included consideration for the inclusion of liability insurance and who has been named as an **Insured** on a valid Certificate of Insurance, under the terms and conditions of this policy.
- G. **Membership Period** means the period of twelve (12) months commencing with the date on which the **Member's** application for enrollment in the **Association**, is approved by the Company's underwriter and which membership period is reflected on the **Insured's** Certificate of Insurance by a start date and an end date. The start date for each **Member**, as stated in the **Insured's** Certificate of Insurance, must be a date within the **Policy Period**.
- 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. **Professional Services** means those services described in Item. 4.B. of the Declarations.

## 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.

## CLAIMS

- A. **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.
- B. **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.
- C. **Claim Against Additional Insured:** If the Company undertakes the defense of an **Insured** against a **Claim** and an **Additional Insured** of that **Insured** is also named as a party to the **Claim**, the Company will defend that **Additional Insured** only if all of the following conditions are met:
1. The **Claim** against the **Additional Insured** seeks **Damages** for which the **Insured** has assumed the liability of the **Additional Insured** in a contract or agreement that falls within the definition of **Insured Contract**;
  2. The insurance afforded by this policy applies to the liability assumed by the **Insured** in such contract;

3. The obligation to defend or the cost of the defense of that **Additional Insured** has also been assumed by the **Insured** in the same **Insured Contract**;
4. The allegations of the **Claims** and the information known to the Company about the **Occurrence** and/or **Claim** are such that a reasonable person would anticipate no conflict to exist between the interests of the **Insured** and the interests of the **Additional Insured**;
5. The **Additional Insured** and the **Insured** ask the Company to conduct and control the defense of that **Additional Insured** against such **Claim**; agree that the Company can control the defense of that **Additional Insured** against such **Claim**; and agree that the Company may assign the same counsel to defend the **Insured** and such **Additional Insured**; and
6. The **Additional Insured**:
  - a. Agrees in writing to:
    - (1) Cooperate with the Company in the defense, investigation and settlement of any such **Claim**;
    - (2) Immediately send the Company copies of any demands, notices, summonses or legal papers received in connection with the **Claim**;
    - (3) Notify any other insurer whose coverage is available to the **Additional Insured**;
    - (4) Cooperate with the Company with respect to coordinating other applicable insurance available to the **Additional Insured**; and
  - b. Provide the Company with authorization by notice in writing as stated in Item 9. of the Declarations to:
    - (1) Obtain records and other information related to the **Claim**; and
    - (2) Conduct and control the defense of the **Additional Insured** in such **Claim**.

So long as all the above conditions are met, attorneys' fees incurred by the Company in the defense of that **Additional Insured**, necessary litigation expenses incurred by the Company and necessary litigation expenses incurred by the **Additional Insured** at the written request of the Company will be included in the definition of **Claim Expenses** and will reduce the Limits of Liability.

Our obligation to defend an **Additional Insured** and to pay for attorneys' fees and necessary litigation expenses as **Claim Expenses** ends when:

- a. The applicable Limits of Liability are exhausted by payment of **Damages** and/or **Claim Expenses**; or
- b. The conditions set forth above or the terms of the agreement in writing described in item C.6. of this provision are no longer met.

#### OTHER CONDITIONS

- A. **Monthly Reporting Requirement of New and Renewing Memberships:** On the tenth (10<sup>th</sup>) day of each calendar month during the **Policy Period** and in the calendar month immediately following expiration of the **Policy Period**, the Authorized Organization shall give written notice to the Company of each **Member** whose membership application was approved in the preceding calendar month. The notice shall include a Monthly Report of Members Schedule listing the name and address of each such **Member**, the **Membership Period** of each **Member**, the **Member's** status as to practitioner or student practitioner, the premium paid by each **Member**, and a total monthly and **Policy Period**-to-date count of **Members**.

On receipt of such notice the Company shall prepare a billing applying the rate per **Member** as stated in Item 6. of the Declarations to each **Member** added during the previous calendar month. The additional premium for such **Members** must be paid by the Authorized Organization to the Company on behalf of all **Members** within thirty (30) days of the invoice date.

- B. **Cancellation of Policy:** This policy may be cancelled by the Authorized Organization stated in Item 2. of the Declarations on behalf of all **Insureds** by mailing to the Company written notice as stated in Item 9. of the Declarations stating when thereafter such cancellation shall be effective. If cancelled by the Authorized Organization stated in Item 2. of the Declarations, the policy premium is subject to a minimum earned premium of one hundred percent (100%) of the total premium.

This policy may be cancelled by the Company or by its underwriting manager, on behalf of the Company, by mailing to the Authorized Organization, at the address stated in Item 2. of the Declarations, written notice stating when, not less than sixty (60) days thereafter, such cancellation shall be effective. However, if the policy is cancelled because the Authorized Organization has failed to pay a premium 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, by mailing a written notice of cancellation to the Authorized Organization 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 Authorized Organization or the Company shall be equivalent to mailing. If cancelled by the Company earned premium shall be subject to a minimum earned premium of one hundred percent (100%) of the total premium.

- C. **Cancellation of Certificate of Insurance:** An **Insured** may cancel its Certificate of Insurance by mailing to the Company written notice as stated in Item 9. of the Declarations stating when thereafter such cancellation shall be effective. If a Certificate of Insurance is so cancelled by an **Insured**, the policy premium is subject to a minimum earned premium of one hundred percent (100%) of the total premium.

A Certificate of Insurance may be cancelled by the Company by mailing to the **Insured**, at the address stated in the Monthly Report of Members Schedule for the month in which such **Insured** enrolled, written notice stating when, not less than sixty (60) days thereafter, such cancellation shall be effective. However, if the Certificate of Insurance is cancelled because the **Insured** has failed to pay a premium when due, including premium due on any other Certificate(s) of Insurance issued by the Company or any of its affiliated companies in an uninterrupted series of Certificates of Insurance of which this Certificate of Insurance is a renewal or replacement, this 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 **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 **Membership Period** for such **Insured**. Such notice shall be conclusive on such **Insured**. Delivery of such written notice by the **Insured** or the Company shall be equivalent to mailing. If cancelled by the **Insured** or the Company earned premium shall be subject to a minimum earned premium of one hundred percent (100%) of the total premium.

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

1. that the information and statements contained in any application for a new or renewing membership with the **Association**, 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 any application(s) for a new or renewing membership with the **Association**, 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.

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

- F. **Changes:** Notice to any agent or knowledge possessed by any underwriter, 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 waived 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 underwriters or agents relating to this insurance.

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

- H. **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 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** for any amount in excess of the applicable limit of liability; third, to any loss and expense payments by any excess carrier on behalf of the **Insured**; and fourth, to any loss and expense payments by any primary carrier on behalf of the **Insured**.

I. **Premium and Audit:**

1. The Company or its underwriting manager, on behalf of the Company, shall have the right to require of the Authorized Organization, at any time within the said **Policy Period** or two (2) years 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 Authorized Organization 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 Authorized Organization 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.
2. The premium is subject to a minimum earned premium of one hundred percent (100%) of the premium for the **Membership Period per Member**.

- 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 Authorized Organization named in Item 2. 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 cancellation of this policy in whole or part; the payment of premiums 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.

- L. **Other Insurance:** This insurance shall be in excess of 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.

If any **Claim** under this policy is also covered by one or more policies issued by the Company or any of its affiliated companies affording coverage to the **Insured** or to any organization or person who controls, is controlled by, or is affiliated by common control with the **Insured** unless such other insurance is written only as specific excess insurance or umbrella insurance over the Limits of Liability provided in this policy, then with respect to such **Claim**:

1. The Limit of Liability available under this policy will be equal to the percentage that this policy's available Limit of Liability bears to the total combined Limits of Liability available under all applicable policies; and
2. The total Limit of Liability available for such **Claim** shall not exceed the greater/est available Limit of Liability remaining on all such policies at the time the **Claim** is made and its payment shall extinguish the Company's and its affiliated companies' liability on all such policies for such **Claim**.

# 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

### SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY (INCLUDING PRODUCTS AND COMPLETED OPERATIONS LIABILITY) COVERAGE PART – OCCURRENCE COVERAGE

VARIOUS PROVISIONS IN THIS COVERAGE PART MAY RESTRICT OR EXCLUDE COVERAGE. PLEASE READ THE ENTIRE COVERAGE PART CAREFULLY TO DETERMINE THE INSURED'S RIGHTS AND DUTIES AND WHAT IS AND IS NOT COVERED.

#### INSURING AGREEMENTS

- A. **Coverage A. - Bodily Injury and Property Damage Liability:** The Company shall pay on behalf of the **Insured** all sums, which the **Insured** shall become legally obligated to pay as **Damages** as a result of **Claims** made against the **Insured** and reported to the Company pursuant to Section REPORTING PROVISION, for **Bodily Injury** or **Property Damage** to which this Coverage Part applies caused by an **Occurrence**, provided:
1. the entirety of such **Bodily Injury** or **Property Damage** and **Occurrence** happens during the **Membership Period**;
  2. such **Bodily Injury** or **Property Damage** arises out of only the **Insured's** products, goods, operations or premises specified in Item 4.A. of the Declarations;
  3. prior to the effective date of the **Membership Period** the **Insured** had no knowledge such **Bodily Injury**, **Property Damage** or **Occurrence** had occurred in whole or in part, and if any **Insured** knew prior to the **Membership Period** that the **Bodily Injury**, **Property Damage** or **Occurrence** had occurred, then any continuation, change or resumption of such **Bodily Injury**, **Property Damage** or **Occurrence** during or after the **Membership Period** will be deemed to have been known prior to the **Membership Period**;
  4. such **Bodily Injury** or **Property Damage**, which occurs during the **Membership Period** and was not, prior to the **Membership Period** known to have occurred by any **Insured**, includes any continuation, change or resumption of that **Bodily Injury** or **Property Damage** after the end of the **Membership Period**; and
  5. such **Bodily Injury**, **Property Damage** or **Occurrence** will be deemed to have been known to have occurred at the earliest of any **Insured**:
    - a. reporting all, or any part, of the **Bodily Injury**, **Property Damage** or **Occurrence** to the Company or any other insurer;
    - b. receiving of a **Claim** because of the **Bodily Injury**, **Property Damage** or **Occurrence**; or
    - c. becoming aware by any other means that **Bodily Injury**, **Property Damage** or **Occurrence** has occurred or has begun to occur.

This Coverage Part does not apply to **Bodily Injury** or **Property Damage** arising out of the conduct of any person or organization other than a **Member**.

#### DEFINITIONS

- A. **Advertisement** means a commercial communication, including communications that are published or material placed on the Internet or on similar electronic means of communication, that is broadcast or published about the products, goods or operations of the **Insured** for the purpose of promoting the sale or use of such products, goods or operations; provided, however, only that part of a website that is about the products, goods or operations of the **Insured** for the purposes of promoting such products, goods or operations is considered an **Advertisement**.
- B. **Advertising Injury** means injury, including consequential **Bodily Injury**, arising out of oral or written publication of material that libels or slanders a person or organization or a person's or organization's products, goods or operations or other defamatory or disparaging material, occurring in the course of the **Insured's Advertisement**.

- C. **Aircraft Products** means any aircraft whether or not heavier than air (including spacecraft and missiles) and any ground support, guidance, control or communications equipment used in connection therewith, and also includes parts, supplies, or equipment installed in or on or used in connection with aircraft, including tools, training aids, instructions, manuals, blueprints and other data, engineering and other advice, services and labor used in the operation, maintenance or manufacture of any aircraft product.
- D. **Automobile** means a land motor vehicle, trailer or semitrailer designed for travel on public roads (including any attached machinery or equipment); provided, however, it does not include **Mobile Equipment**.
- E. **Bodily Injury** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- F. **Certificate Holder Additional Insured** means any landlord, owner, or property manager of the **Designated Premises**; or any tradeshow or convention sponsor or operator; where required by written contract, but only with respect to the **Certificate Holder Additional Insured's** interest in the premises leased to or used by an **Insured** other than a **Certificate Holder Additional Insured**, for such **Insured's** functions to be held during such **Insured's Membership Period**.
- G. **Claim** means a notice received by the **Insured** of an intention to hold the **Insured** responsible for: (1) a **Bodily Injury**; or (2) a **Property Damage**; involving this Coverage Part and shall include the service of suit or institution of arbitration proceedings against the **Insured**.
- H. **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 Coverage Part, 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, that **Claim Expenses** shall not include: (1) salary, wages, overhead, or benefit expenses of or associated with any **Insured** or its **Additional Insured**, any employees or officials of the **Insured**, its **Additional Insured** or the Authorized Organization, 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 the **Insured**, its **Additional Insured**, the Authorized Organization or the Company.
- I. **Completed Operations Hazard** means **Bodily Injury** and **Property Damage** arising out of only the conduct of the **Insured** in the performance of those operations specified in Item 4.A. of the Declarations, after such operations have been completed or abandoned by the **Insured** and occurs away from premises owned by or rented to the **Insured**. Operations includes materials, parts or equipment furnished in connection therewith, warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of the **Insured's** products, goods and operations specified in Item 4.A. of the Declarations and the providing or failure to provide instructions related thereto. Operations shall be deemed completed at the earliest of the following times:
1. when all operations to be performed by or on behalf of the **Insured** under a contract with the **Insured** have been completed;
  2. when all operations to be performed by or on behalf of the **Insured** at the site of the operations have been completed; or
  3. when the portion of the work out 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 sub-contractor engaged in performing operations for a principal as a part of the same project.
- Operations which may require further service or maintenance work, or correction, repair or replacement, but which are otherwise complete, shall be deemed complete.
- The **Completed Operations Hazard** does not include **Bodily Injury** or **Property Damage** arising out of:
- (i) 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 not owned or operated by the **Insured** created by the loading or unloading thereof; or
  - (ii) the existence of tools, uninstalled equipment or abandoned or unused materials.
- J. **Designated Premises** means all premises leased or rented to the **Insured**, and premises temporarily occupied by the **Insured** for a tradeshow or convention.
- K. **Electronic Data** means information, facts, or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- L. **Grounding** means the withdrawal of one or more aircraft from flight operations or the imposition of speed, passenger or load restrictions on such aircraft because of the existence of or alleged existence of a defect, fault or condition in any **Aircraft Products**.
- M. **Mobile Equipment** means any of the following types of land vehicles, including any attached machinery or equipment:
1. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  2. vehicles maintained for use solely on or next to premises the Named Insured owns or rents;
  3. vehicles that travel on crawler treads;
  4. vehicles, whether self-propelled or not, on which are permanently mounted:
    - (i) power cranes, shovels, loaders, diggers, or drills; or
    - (ii) road construction or resurfacing equipment such as graders, scrapers or rollers;
  5. vehicles not described in 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - (i) air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
    - (ii) cherry pickers and similar devices used to raise or lower workers;
  6. vehicles not described in 1., 2., 3., or 4. above maintained primarily for purposes other than the transportation of persons or cargo; provided, however, that self-propelled vehicles with the following types of permanently attached equipment are not **Mobile Equipment** but will be considered **Automobiles**:
    - (i) equipment designed primarily for:
      - (a) snow removal;
      - (b) road maintenance, but not construction or resurfacing; or
      - (c) street cleaning;
    - (ii) cherry pickers and similar devices mounted on **Automobile** or truck chassis and used to raise or lower workers; and
    - (iii) air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- N. **Insured's Products** means goods or products, other than real property, manufactured, sold, handled or distributed by the **Insured** or by others trading under the **Insured's** name, including any container thereof (other than a vehicle); provided, however, that **Insured's Products** shall not include a vending machine or any other property rented to or located for use of others but not sold.
- O. **Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- P. **Personal Injury** means injury arising out of one or more of the following offenses:
1. false arrest, detention or imprisonment or malicious prosecution;
  2. wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor; or
  3. oral or written publication of material that violates a person's right of privacy.
- Q. **Products Hazard** means **Bodily Injury** or **Property Damage** arising out of only those products or goods specified in Item 4.A. of the Declarations which are the **Insured's Products**, including warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of those products or goods specified in Item 4.A. of the Declarations and the providing or failure to provide instructions related thereto, occurring away from premises owned by or rented to the **Insured** and after physical possession of such products has been relinquished to others.
- R. **Property Damage** means:
1. physical injury to or destruction of tangible property, including consequential loss of use thereof; or

2. loss of use of tangible property which has not been physically injured or destroyed; provided, however, such loss of use is caused by an **Occurrence**.

For the purposes of this insurance, **Electronic Data** is not tangible property.

## THE EXCLUSIONS

This Coverage Part does not apply to:

1. any **Claim** based upon or arising out of:
  - (i) the actual, alleged or threatened discharge, disposal, migration, dispersal, seepage, release or escape of **Pollutants**; provided, however, this subparagraph shall not apply with respect to:
    - (a) the **Products Hazard** or **Completed Operations Hazard**;
    - (b) damage, arising out of heat, smoke or fumes from hostile fire at or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any **Insured**;
  - (ii) **Bodily Injury** or **Property Damage** arising out the actual, alleged or threatened discharge, disposal, migration, dispersal, seepage, release or escape of **Pollutants**:
    - (a) at or from any premises, site or location which is or was at any time used by or for any **Insured** or others for the handling, storage, disposal, processing or treatment of waste;
    - (b) which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any **Insured** or any person or organization for whom the **Insured** may be legally responsible; or
  - (iii) any demand, request, direction, order or statutory or regulatory requirement to test for, monitor, remediate, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, or in any way respond to or assess the effects of **Pollutants** or to pay for or contribute to the costs of undertaking such actions; provided, however, this subparagraph shall not apply to liability for **Damages** because of **Property Damage** that the Insured would have in the absence of such demand, request, direction, order or statutory or regulatory requirement;

**Pollutants** means any solid, liquid, gaseous or thermal irritants or contaminants including, smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed;

2. any **Claim** based upon or arising out of the rendering of or failure to render services of a professional nature by the **Insured** or by any person or organization for whose acts, errors or omissions the **Insured** is legally responsible;
3. any **Claim** based upon or arising out of the **Insured's** activities as a fiduciary under the Employee Retirement Income Security Act of 1974 (ERISA) and its amendments or any regulation or order issued pursuant thereto;
4. any **Claim** based upon or arising out of any unlawful discrimination by any **Insured**;
5. any **Claim** brought under any other Coverage Part of this policy;
6. any **Claim** based upon or arising out of any sexual act, including without limitation sexual intimacy (even if consensual), sexual contact, sexual advances, request for sexual favors, sexual molestation, sexual assault, sexual abuse, sexual harassment, sexual exploitation or verbal or physical conduct of a sexual nature;
7. any **Claim**, loss or expense caused by, resulting from or arising out of asbestos, asbestos fibers or any product or material containing asbestos in any form, under any theory of liability whatsoever; it is further agreed that the Company shall have no duty to defend or to pay or reimburse for any fees, costs or expenses in the defense or investigation or defense of any **Claim** excluded herein;
8. any **Claim** based upon, arising out of, or in any way involving of inhalation, ingestion, use, handling or contact with lead paint or lead contamination in any form, under any theory of liability whatsoever; it is further agreed that the Company shall have no duty to defend or to pay or reimburse for any fees, costs or expenses in the defense or investigation or defense of any **Claim** excluded herein;
9. any **Claim** based upon or arising out of the refusal to employ, terminate employment, coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, or other practices or policies related to employment or professional privileges;

10. any **Claim** based upon, arising out of, or in any way involving **Mold** or **Mold Event**; it is further agreed that the Company shall have no duty to defend or to pay or reimburse for any fees, costs or expenses in the defense or investigation or defense of any **Claim** excluded herein.

Solely for the purposes of this exclusion:

**Mold** means any permanent or transient fungus, mold, mildew or mycotoxin, or any of the spores, scents or by-products resulting therefrom that exist, emanate from or move anywhere indoors or outdoors, regardless of whether they are proved to cause disease, injury or damage; and

**Mold Event** means any actual, alleged or threat of contact with, exposure to, or inhalation, ingestion, absorption, discharge, dispersal, seepage, migration, release, escape, presence, growth or reproduction of **Mold**.

11. any **Claim** based upon or arising out of **Bodily Injury** or **Property Damage** expected or intended from the standpoint of the **Insured**; provided, however, this exclusion does not apply to **Bodily Injury** resulting from the use of reasonable force to protect persons or property;
12. any **Claim** based upon or arising out of **Bodily Injury** or **Property Damage** for which the **Insured** is obligated to pay **Damages** because of the assumption of liability in any contract or agreement; provided, however, this exclusion shall not apply to liability for **Damages**:
- (i) that the **Insured** would have in the absence of the contract or agreement; or
  - (ii) assumed in a contract or agreement that is an **Insured Contract**, provided, the **Bodily Injury** and **Property Damage** occurs subsequent to the execution of the **Insured Contract**;
13. any **Claim** based upon or arising out of loss of use of tangible property which has not been physically injured or destroyed resulting from:
- (i) a delay in or lack of performance by or on behalf of the **Insured** of any contract or agreement; or
  - (ii) a defect, deficiency, inadequacy or dangerous condition in the products, goods or operations of the **Insured**;

provided, however, 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 **Insured's Products** or work performed by or on behalf of the **Insured** after such products or work have been put to use by any person or organization other than an **Insured**;

14. any **Claim** based upon or arising out of **Property Damage** to the **Insured's Products** arising out of it or any part of it, or for the cost of inspecting, repairing or replacing any defective or allegedly defective product or part thereof or for loss of use of any defective or allegedly defective product;
15. any **Claim** for **Damages** for any loss, cost or expense incurred by the **Insured** or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of the **Insured's Products** or work completed by or for the **Insured** or of 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, deficiency, inadequacy or dangerous condition therein;
16. any **Claim** based upon or arising out of **Bodily Injury** or **Property Damage** arising out of ownership, maintenance, operation, use or entrustment to others or loading or unloading of:
- (i) any **Automobile**, aircraft or watercraft owned or operated by or rented or loaned to any **Insured**; or
  - (ii) any other **Automobile**, aircraft or watercraft operated by any person in the course of his/her employment or activities on behalf of the **Insured**;

provided, however, this exclusion shall not apply to:

- (a) the parking of an **Automobile** on premises owned by, rented to or controlled by the **Insured** or on ways next to such premises, if such **Automobile** is not owned by or rented or loaned to any **Insured**;
  - (b) a watercraft while ashore on premises owned by, rented to or controlled by the **Insured**; or
  - (c) a watercraft that is less than twenty-six (26) feet in length, that is not owned by the **Insured** and that is not being used to carry persons or property for a charge;
17. any **Claim** based upon or arising out of **Bodily Injury** or **Property Damage** arising out of:

- (i) 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 such contest or activity; or
  - (ii) the operation or use of any snowmobile, moped or motorized bicycle, or trailer designed for use therewith;
18. any **Claim** based upon or arising out of **Bodily Injury** or **Property Damage** arising out of the transportation of **Mobile Equipment** by an **Automobile** owned or operated by or rented or loaned to any **Insured**;
19. any **Claim** based upon or arising out of **Property Damage** to:
- (i) property owned, occupied or rented to the **Insured**;
  - (ii) property loaned to the **Insured**;
  - (iii) personal property in the care, custody or control of the **Insured**;
  - (iv) that particular part of any property,
    - (a) upon which operations are being performed by or on behalf of the **Insured** if the **Property Damage** arises out of those operations; or
    - (b) the restoration, repair or replacement of which has been made or is necessary because of faulty workmanship thereon by or on behalf of the **Insured**; provided, however, this subparagraph shall not apply with respect to **Property Damage** included in the **Completed Operations Hazard** or the **Products Hazard**;
  - (v) premises that the **Insured** sells, gives away or abandons, if the **Property Damage** arises out of any part of those premises; provided, however, this subparagraph shall not apply if the premises are included in the **Completed Operations Hazard** and were never occupied, rented or held for rental by the **Insured**; or
  - (vi) to work performed by the **Insured** arising out of such work or any portion thereof, or out of such materials, parts or equipment furnished in connection therewith with respect to the **Completed Operations Hazard**;
- provided, however,
- (a) Items (ii), (iii), and (iv) of this exclusion shall not apply with respect to liability under a written sidetrack agreement; and
  - (b) Items (i), (ii), and (iii) of this exclusion shall not apply with respect to **Property Damage**, other than **Property Damage** by fire, to premises rented to the **Insured** for a period of seven (7) or fewer consecutive days, including the contents of such premises. A Limit of Liability applies to this coverage as described in Section LIMITS OF LIABILITY, Item B., Coverage A. - Limit of Liability - Damage to Premises;
20. 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;
21. any **Claim** based upon or arising out of **Bodily Injury** to any employee of the **Insured** arising out of and in the course of employment by the **Insured** or performing duties related to conduct of the **Insured's** business or any such **Claim** brought by or on behalf of the spouse, child, parent, brother, sister or partner of the employee;
- this exclusion shall apply:
- (i) whether the **Insured** may be liable as an employer or in any other capacity; and
  - (ii) to any obligation to share damages with or repay someone else who must pay damages because of injury;
- provided, however, that this exclusion shall not apply with respect to liability assumed by the **Insured** under an **Insured Contract**;
22. any **Claim** based upon or arising out of **Bodily Injury** or **Property Damage** for which the **Insured** may be held liable because of:
- (i) causing or contributing to the intoxication of any person;

- (ii) the furnishing of alcoholic beverages to a person under legal drinking age or under the influence of alcohol; or
  - (iii) any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages; provided, however, this exclusion shall apply only if the **Insured**:
    - (a) manufactures or distributes alcoholic beverages;
    - (b) serves or furnishes alcoholic beverages for a charge whether or not such activity requires a license, is for financial gain or livelihood; or
    - (c) serves or furnishes alcoholic beverages without a charge if a license is required for such activity;
23. any **Claim** based upon or arising out of **Bodily Injury** or **Property Damage** due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing with respect to liability assumed by the **Insured** under an **Insured Contract**;
  24. any **Claim** based upon or arising out of **Aircraft Products** including consequential loss of use thereof resulting from **Grounding**;
  25. any **Claim** based upon or arising out of any products or goods manufactured, sold, handled, or distributed or work completed by the **Insured** or by others operating under the direction or control of the **Insured** in violation of any law, statute, ordinance, or regulation, Federal, State or Municipal government, or agencies thereof;
  26. any **Claim** for **Bodily Injury** arising out of **Personal Injury** or **Advertising Injury**;
  27. any **Claim** based upon or arising out of **Personal Injury** or **Advertising Injury**;
  28. any **Claim** based upon or arising out of **Bodily Injury** sustained by:
    - (i) any patient, person or resident of a healthcare facility receiving **Professional Services** of any **Insured**; or
    - (ii) any person of the **Member's** family or household receiving **Professional Services** of any **Insured**; or any such **Claim** brought by or on behalf of the spouse, child, parent, grandparent, brother, sister or partner of such patient, person or resident of a healthcare facility or such person of the **Member's** family or household;
  29. any **Claim** based upon or arising out of any goods or products:
    - (i) manufactured by any **Insured** or by any other **Member**;
    - (ii) rebottled by any **Insured** or by any other **Member**;
    - (iii) packaged by any **Insured** or by any other **Member**;
    - (iv) sold under the label of an **Insured** or by any other **Member**; or
    - (v) which are sold or distributed intending to be ingested, injected or used invasively;
  30. any **Claim** based upon or arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **Electronic Data**; or
  31. any **Claim** based upon or arising out of **Bodily Injury** or **Property Damage** arising directly or indirectly out of any action or omission that violates or is alleged to violate:
    - (i) the Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
    - (ii) the CAN-SPAM Act of 2003, including any amendment of or addition to such law;
    - (iii) the Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
    - (iv) any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions 13. through 23. shall not apply to damage by fire to premises while rented by the **Insured** or temporarily occupied by the **Insured** with the permission of the owner of the premises. A Limit of Liability applies to this coverage as described in Section LIMITS OF LIABILITY, Coverage A. - Limit of Liability - Damage to Premises.

## LIMITS OF LIABILITY

### A. Coverage A. - Limit of Liability-Each Occurrence:

1. **Animal Sublimit:** The total liability of the Company for the combined total of **Damages** and **Claim Expenses** for all **Claims** because of all **Bodily Injury** or **Property Damage** caused by one or more animal, as the result of any one **Occurrence** arising from services performed in the treatment of any animal shall not exceed \$25,000.
2. **All Others:** The total liability of the Company for the combined total of **Damages** and **Claim Expenses** for all **Claims** because of all **Bodily Injury** or **Property Damage** sustained by one or more persons or entities as the result of any one **Occurrence**, other than any one **Occurrence** subject to Item A.1. above, shall not exceed the Limit of Liability stated in Item 5.A.1.(i) of the Declarations as applicable to Each Occurrence.

B. **Coverage A. - Limit of Liability-Damage to Premises:** The total liability of the Company for the combined total of **Damages** and **Claim Expenses** for all **Claims**, including those subject to the above provision regarding the Coverage A. - Limit of Liability – Each Occurrence, because of **Property Damage** to any one premises while rented by the **Insured** or in the case of damage by fire, while rented by the **Insured** or temporarily occupied by the **Insured** with the permission of the owner of the premises, shall not exceed the Limit of Liability stated in Item 5.A.1.(ii) of the Declarations as applicable to Damage to Premises – Any One Premises.

C. **Coverage A. – Limit of Liability-General Aggregate:** The General Aggregate Limit of Liability stated in Item 5.A.1.(iii) of the Declarations as General Aggregate is the most the Company will pay for the combined total of **Damages** and **Claim Expenses** under Coverage A. except for the combined total of **Damages** and **Claim Expenses** because of **Bodily Injury** and **Property Damage** included in the **Completed Operations Hazard** or the **Products Hazard**.

D. **Coverage A. – Limit of Liability-Products-Completed Operations Aggregate:** The Products-Completed Operations Aggregate Limit of Liability stated in Item 5.A.1.(iv) of the Declarations as Products-Completed Operations Aggregate is the most the Company will pay under Coverage A. for the combined total of **Damages** and **Claim Expenses** because of **Bodily Injury** and **Property Damage** included in the **Completed Operations Hazard** and the **Products Hazard**.

E. **Multiple Insureds, Claims, Occurrences and Claimants:** The inclusion herein of more than one **Insured** in any **Claim** or suit or the making of **Claims** or the bringing of suits by more than one person or organization shall not operate to increase the Limits of Liability stated in Item 5.A. of the Declarations.

More than one **Bodily Injury** and/or **Property Damage**, including any continuation, change or resumption of such **Bodily Injury** or **Property Damage**, arising out of a single **Occurrence** shall be considered a single **Occurrence**. All such **Bodily Injury** or **Property Damage** shall be deemed to take place on the date on which the earliest **Bodily Injury** or **Property Damage** happens.

F. **Coverage A. – Limit of Liability-Aggregate All Insureds:** Subject to the above Limits of Liability A., B., C., D., and E., the total liability of the Company for the combined total of **Damages** and **Claim Expenses** under this Coverage Part for all **Insureds** under this policy shall not exceed ten million dollars (\$10,000,000).

## DEFENSE, SETTLEMENTS AND CLAIM EXPENSES

The Company shall have the right and duty to defend and investigate any **Claim** to which Coverage A. under this Coverage Part 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 a part of and shall not be in addition to the applicable Limits of Liability stated in Item 5.A. of the Declarations. Such **Claim Expenses** shall reduce the Limits of Liability. 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.A. of the Declarations have been exhausted.

The determination of the Company as to the reasonableness of the **Claim Expenses** shall be conclusive on the **Insured**.

## REPORTING PROVISION

### A. Duties in the Event of Occurrence, Claim or Suit:

1. The Insured shall give the Company written notice as stated in Item 9. of the Declarations as soon as practicable of an **Occurrence** that happens during the **Membership Period** which may give rise to a **Claim** against the Insured. Notice must include:
  - (i) how, when and where the **Occurrence** took place;
  - (ii) the names and addresses of any injured persons and witnesses; and



- (iii) the nature and location of any injury or damage arising out of the **Occurrence**.
- 2. If a suit is brought against any **Insured**, the **Insured** must immediately:
  - (i) record the specifics of the suit and the date received;
  - (ii) notify the Company in writing; and
  - (iii) send us copies of any demands, notices, summonses, legal papers or other process received by him/her or by his/her representatives in connection with the suit.
- 3. The **Insured** must provide any other records and other information as requested.

**OTHER CONDITIONS**

- A. **Prevention of Loss:** In the event of an **Occurrence** involving the **Insured's** products, goods, operations or premises covered by this Coverage Part, the **Insured** shall promptly, at his/her expense, take all reasonable steps to prevent other **Bodily Injury** or **Property Damage**, from arising out of the same or similar conditions.
- B. **Inspection:** Any of the Company's authorized representatives shall have the right and opportunity, whenever the Company so desires, to inspect at any reasonable time the **Insured's** products, goods, operations and premises, but the Company assumes no responsibility or duty by reason of such inspection or the omission thereof. The **Insured** agrees to provide appropriate personnel to assist the Company's representatives during such inspection without cost to the Company.



## EVANSTON INSURANCE COMPANY

### SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY COVERAGE PART – OCCURRENCE COVERAGE

VARIOUS PROVISIONS IN THIS COVERAGE FORM MAY RESTRICT OR EXCLUDE COVERAGE. PLEASE READ THE ENTIRE COVERAGE FORM CAREFULLY TO DETERMINE THE INSURED'S RIGHTS AND DUTIES AND WHAT IS AND IS NOT COVERED.

#### INSURING AGREEMENT

- A. **Coverage A. - Professional Liability:** The Company shall pay on behalf of the **Insured** all sums, which the **Insured** shall become legally obligated to pay as **Damages** as a result of **Claims** first made against the **Insured** and reported to the Company pursuant to the Section REPORTING PROVISION, for **Professional Personal Injury** to which this Coverage Part applies by reason of a **Medical Incident** provided:
1. the **Medical Incident** happens during the **Membership Period**;
  2. prior to the start date of the **Membership Period** the **Insured** had no knowledge of such **Medical Incident** or any fact, circumstance, situation or incident which may result in a **Claim** under this Coverage Part;
  3. prior to the effective date of the **Membership Period** the **Insured** had no knowledge such **Professional Personal Injury** or **Medical Incident** had occurred in whole or in part, and if any **Insured** knew prior to the **Membership Period** that the **Professional Personal Injury** or **Medical Incident** had occurred, then any continuation, change or resumption of such **Professional Personal Injury** or **Medical Incident** during or after the **Membership Period** will be deemed to have been known prior to the **Membership Period**;
  4. such **Professional Personal Injury** or **Medical Incident**, which occurs during the **Membership Period** and was not, prior to the **Membership Period** known to have occurred by any **Insured**, includes any continuation, change or resumption of that **Professional Personal Injury** or **Medical Incident** after the end of the **Membership Period**; and
  5. such **Professional Personal Injury** or **Medical Incident** will be deemed to have been known to have occurred at the earliest of any **Insured**:
    - a. reporting all, or any part, of the **Professional Personal Injury** or **Medical Incident** to the Company or any other insurer;
    - b. receiving of a **Claim** because of the **Professional Personal Injury** or **Medical Incident**; or
    - c. becoming aware by any other means that **Professional Personal Injury** or **Medical Incident** has occurred or has begun to occur.

This Coverage Part does not apply to **Professional Personal Injury** or **Medical Incident** arising out of the conduct of any person or organization other than a **Member**.

#### DEFINITIONS

- A. **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**.
- B. **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 Coverage Part, 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, that **Claim Expenses** shall not include: (1) salary, wages, overhead, or benefit expenses of or associated with any **Insured** or its **Additional Insured**, any employees or officials of the **Insured**, its **Additional Insured** or the Authorized Organization, 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 the **Insured**, its **Additional Insured**, the Authorized Organization or the Company.

- C. **Electronic Data** means information, facts, or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- D. **Medical Incident** means any act, error or omission in **Professional Services** rendered or that should have been rendered by the **Insured** and arising out of the conduct of the **Insured's Professional Services**.
- E. **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** from the **Insured**;
  - 2. false arrest, detention or imprisonment, or malicious prosecution of a patient 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 concerning a patient 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.

## THE EXCLUSIONS

This Coverage Part 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;
- 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, request for sexual favors, sexual molestation, sexual assault, sexual abuse, sexual harassment, sexual exploitation or verbal or physical conduct of a sexual nature;
- J. any **Claim** arising out of general liability or products liability;
- K. any **Claim** based upon or arising out of any employment dispute;
- L. 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**;
- M. 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;
- N. 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;

- O. any **Claim** based upon or arising out of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C., Section 1961, et seq.;
- P. any **Claim** based upon or arising out of any allegations of price fixing, unfair competition or trade practices; a dispute over fees, income or revenue; the inducement to enter into, the interference with or the dissolution or termination of any business or economic relationship, or violations of any federal, state or local law (including but not limited to Title 15 of the United States Code or any similar state statute) that prohibits the unlawful restraint of trade, business or profession;
- Q. any administrative or judicial hearings pertaining to Medicare/Medicaid fraud or any other hearing initiated against an **Insured** by the United States Department of Health & Human Services (HHS) or by an utilization or quality review organization under contract with HHS; provided, however, this exclusion shall not apply to HHS proceedings that allege the violation of the Emergency Medical Treatment and Labor Act;
- R. any **Claim** brought under any other Coverage Part of this policy;
- S. any **Claim** based on or arising out of:
  - 1. Psychological and related therapies;
  - 2. Massage/movement using implements other than the body; unless approved in writing by the Association Director;
  - 3. Manipulations or adjustments of the human skeletal structure;
  - 4. Diagnosis, prescriptions, or any other profession or branch of medicine;
  - 5. Acupuncture;
  - 6. Use of lasers;
  - 7. Violation of any state or local statute, rule or regulation;
  - 8. Hair implanting or hair transplanting or any attempt at these;
  - 9. The sale, service or application of wigs or toupees;
  - 10. Use of any dye or coloring to eyelashes except:
    - a. mascara;
  - 11. Body piercing of any type;
  - 12. Tattooing, including but not limited to the act or practice of adding color by making punctures in the skin and inserting pigments to achieve a permanent design and/or mark on the skin;
  - 13. Branding, including but not limited to the act or practice of branding or scarring the skin with branding irons or other implements in order to raise scars on the skin to achieve a decorative effect;
  - 14. Cosmetic surgery;
  - 15. Removal of or any attempt to remove:
    - a. warts;
    - b. moles; or
    - c. skin growths;
  - 16. Chiropractic or podiatry;
  - 17. Any invasive procedure;
  - 18. Colon hydrotherapy; or
  - 19. Any services of a professional nature rendered as a registered nurse, licensed professional nurse, emergency medical technician, paramedic, naturopath, pharmacist, veterinarian, physician or dentist.
- T. any **Claim** based on or arising out of the practice of law;
- U. any **Claim** based on or arising out of any goods or products:
  - 1. manufactured by any **Insured** or by any other **Member**;
  - 2. rebottled by any **Insured** or by any other **Member**;

3. packaged by any **Insured** or by any other **Member**;
  4. sold under the label of an **Insured** or by any other **Member**; or
  5. which are sold or distributed intending to be ingested, injected or used invasively;
- V. any **Claim**, loss or expense caused by, resulting from or arising out of asbestos, asbestos fibers or any product or material containing asbestos in any form, under any theory of liability whatsoever; it is further agreed that the Company shall have no duty to defend or to pay or reimburse for any fees, costs or expenses in the defense or investigation or defense of any **Claim** excluded herein;
- W. any **Claim** based upon, arising out of, or in any way involving of inhalation, ingestion, use, handling or contact with lead paint or lead contamination in any form, under any theory of liability whatsoever; it is further agreed that the Company shall have no duty to defend or to pay or reimburse for any fees, costs or expenses in the defense or investigation or defense of any **Claim** excluded herein;
- X. any **Claim** based upon or arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **Electronic Data**;
- Y. any **Claim** based upon or arising directly or indirectly out of any action or omission that violates or is alleged to violate:
1. the Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
  2. the CAN-SPAM Act of 2003, including any amendment of or addition to such law;
  3. the Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
  4. any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information; or
- Z. any **Claim** based upon, arising out of, or in any way involving **Mold** or **Mold Event**.

Solely for the purposes of this exclusion:

**Mold** means any permanent or transient fungus, mold, mildew or mycotoxin, or any of the spores, scents or by-products resulting therefrom that exist, emanate from or move anywhere indoors or outdoors, regardless of whether they are proved to cause disease, injury or damage; and

**Mold Event** means any actual, alleged or threat of contact with, exposure to, or inhalation, ingestion, absorption, discharge, dispersal, seepage, migration, release, escape, presence, growth or reproduction of **Mold**.

## LIMITS OF LIABILITY

### A. **Limit of Liability - Each Claim:**

1. **Animal Sublimit:** The total liability of the Company for the combined total of **Damages** and **Claim Expenses** for each **Claim** under this Coverage Part for **Professional Personal Injury** to which this Coverage Part applies by reason of a **Medical Incident** arising from services performed in the treatment of any one animal shall not exceed \$25,000 for each **Insured**.
2. **All Others:** The total liability of the Company for the combined total of **Damages** and **Claim Expenses** for each **Claim** under this Coverage Part for **Professional Personal Injury** to which this Coverage Part applies by reason of a **Medical Incident**, other than each **Claim** subject to Item A.1. above, shall not exceed the Limit of Liability stated in Item 5.B.1. of the Declarations as applicable to Each Claim.

B. **Limit of Liability – Aggregate All Insureds:** Subject to the above Limits of Liability A., the total liability of the Company shall not exceed the Aggregate Limit of Liability as stated in Item 5.B.2. of the Declarations for all **Damages** and **Claim Expenses** arising out of all **Claims** under this Coverage Part for **Professional Personal Injury** to which this Coverage Part applies by reason of a **Medical Incident** for all **Insureds** under this policy.

C. **Multiple Insureds, Claims and Claimants:** The inclusion herein of more than one **Insured** in any **Claim** or suit or the making of **Claims** or the bringing of suits by more than one person or organization shall not operate to increase the Limits of Liability stated in Item 5.B. of the Declarations. More than one **Claim** arising out of a single **Medical Incident** or a series of related **Medical Incidents** shall be considered a single **Claim**.

## **DEFENSE, SETTLEMENTS AND CLAIM EXPENSES**

The Company shall have the right and duty to defend and investigate any **Claim** to which coverage under this Coverage Part 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 a part of and shall not be in addition to the applicable Limits of Liability stated in Item 5.B. of the Declarations. Such **Claim Expenses** shall reduce the Limits of Liability. 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.B. of the Declarations have been exhausted.

The determination of the Company as to the reasonableness of the **Claim Expenses** shall be conclusive on the **Insured**.

## **REPORTING PROVISION**

### **A. Duties in the Event of Medical Incident, Claim or Suit:**

1. The **Insured** shall give the Company written notice as stated in Item 9. of the Declarations as soon as practicable of a **Medical Incident** that happens during the **Membership Period** which may give rise to a **Claim** against the **Insured**. Notice must include:
  - (i) how, when and where the **Medical Incident** took place;
  - (ii) the names and addresses of any injured persons and witnesses; and
  - (iii) the nature and location of any injury or damage arising out of the **Medical Incident**.
2. If a suit is brought against any **Insured**, the **Insured** must immediately:
  - (i) record the specifics of the suit and the date received;
  - (ii) notify the Company in writing; and
  - (iii) send us copies of any demands, notices, summonses, legal papers or other process received by him/her or by his/her representatives in connection with the suit.
3. The **Insured** must provide any other records and other information as requested.



## EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### CERTIFIED ACTS OF TERRORISM ENDORSEMENT

This endorsement modifies insurance provided under the following:

SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY INSURANCE COVERAGE PART - CLAIMS MADE COVERAGE

SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY (INSURANCE COVERAGE PART – OCCURRENCE COVERAGE

LOCUM TENENS AND CONTRACT STAFFING GENERAL LIABILITY INSURANCE COVERAGE PART - CLAIMS MADE COVERAGE

LOCUM TENENS AND CONTRACT STAFFING GENERAL LIABILITY INSURANCE COVERAGE PART - OCCURRENCE COVERAGE

In consideration of the premium paid, it is hereby understood and agreed that, with respect to any Claim otherwise covered hereunder, this Coverage Part shall not exclude any Claim based upon, arising out of, or in any way involving any Certified Act of Terrorism.

**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 federal Terrorism Risk Insurance Act sets forth the following criteria for a Certified Act of Terrorism:

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.

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 Company has met the Company's deductible under the Terrorism Risk Insurance Act, the Company shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such cases insured losses up to that amount are subject to pro rata allocation in accordance with the procedures established by the Secretary of Treasury.

All other terms and conditions remain unchanged.



## **EVANSTON INSURANCE COMPANY**

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

### **SERVICE OF SUIT**

Except with respect to any policy issued in any state in which the Insurer 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, 10275 West Higgins Road, Suite 750, Rosemont, Illinois 60018, 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.





## EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **RISK PURCHASING GROUP ENDORSEMENT WELLNESS AND BEAUTY ASSOCIATION RISK PURCHASING GROUP**

This endorsement modifies insurance provided under the following:

SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY (INCLUDING PRODUCTS AND COMPLETED OPERATIONS LIABILITY) – OCCURRENCE COVERAGE  
SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY – CLAIMS MADE COVERAGE

In consideration of the premium paid, it is hereby understood and agreed that the policy to which this endorsement is attached is issued to a member of the Wellness and Beauty Association, Risk Purchasing Group formed pursuant to the Liability Risk Retention Act of 1986, as amended (15 U.S.C. Section 3901 *et seq.*), as an Illinois non-profit corporation incorporated to act as a Risk Purchasing Group under applicable law, including the Liability Risk Retention Act.

All other terms and conditions remain unchanged.



## EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### CHANGES – MULTIPLE INSUREDS, CLAIMS AND CLAIMANTS

This endorsement modifies insurance provided under the following:

SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART

In consideration of the premium paid, it is hereby understood and agreed that this policy is amended as follows:

Paragraph **E.** Multiple Insureds, Claims and Claimants in Section Limits Of Liability is replaced by the following:

**E. Multiple Insureds, Claims and Claimants:** The inclusion herein of more than one Insured in any Claim or the making of Claims by more than one person or organization shall not operate to increase the Limits of Liability stated in 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 deemed to be first made on the date on which the earliest Claim arising out of such act, error or omission or series of related acts, errors or omissions are made, or with regard to written 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 written notice of potential Claim is first received by the Company. The only limits of liability applicable to the Claim are the limits of liability in force for the Policy Period during which the initial Claim was first made.

All other terms and conditions remain unchanged.



## EVANSTON INSURANCE COMPANY

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### CHANGES – MULTIPLE INSUREDS, CLAIMS AND OCCURRENCES

This endorsement modifies insurance provided under the following:

SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY INSURANCE COVERAGE PART – CLAIMS MADE COVERAGE  
SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY INSURANCE COVERAGE PART – OCCURRENCE COVERAGE

In consideration of the premium paid, it is hereby understood and agreed that this policy is amended as follows:

- A. Paragraph **G. Multiple Insureds, Claims and Occurrences** in Section Limits Of Liability in the **SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY INSURANCE COVERAGE PART – CLAIMS MADE COVERAGE** is replaced by the following:
  - G. Multiple Insureds, Claims and Occurrences:** Under Coverage A. the inclusion herein of more than one Insured in any Claim or the making of Claims by more than one person or organization shall not operate to increase the Limits of Liability applicable to Coverage A. stated in the Declarations. More than one Claim arising out of a single Occurrence or a series of related Occurrences 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 Occurrence or series of related Occurrences is made or with regard to written 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 written notice of potential Claim is first received by the Company. The only limits of liability applicable to the Claim are the limits of liability in force for the Policy Period during which the initial Claim was first made.
- B. Paragraph **G. Multiple Insureds, Claims and Occurrences** in Section Limits Of Liability in the **SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY INSURANCE COVERAGE PART – OCCURRENCE COVERAGE** is replaced by the following:
  - G. Multiple Insureds, Claims and Occurrences:** Under Coverage A. the inclusion herein of more than one Insured in any Claim or the making of Claims by more than one person or organization shall not operate to increase the Limits of Liability applicable to Coverage A. stated in the Declarations. Bodily Injury or Property Damage sustained by one or more persons arising out of the same Occurrence or series of related Occurrences shall be considered a single Occurrence. All such Damages shall be treated as a single Occurrence. The only limits of liability applicable to all Damages arising out of the Occurrence or series of related Occurrences are the limits of liability in force for the Policy Period during which the initial Occurrence happened.

All other terms and conditions remain unchanged.



# EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – UNMANNED AIRCRAFT

This endorsement modifies insurance provided under the following:

SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY (INCLUDING PRODUCTS AND COMPLETED OPERATIONS LIABILITY) COVERAGE PART – OCCURRENCE COVERAGE  
SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY COVERAGE PART – OCCURRENCE COVERAGE

In consideration of the premium paid, it is understood and agreed that the policy is amended as follows:

**A.** The GENERAL LIABILITY (INCLUDING PRODUCTS AND COMPLETED OPERATIONS LIABILITY) COVERAGE PART – OCCURRENCE COVERAGE is amended as follows:

1. Section DEFINITIONS C., Aircraft Products, is deleted and replaced as follows:

**B. Aircraft Products** means any aircraft whether or not heavier than air, including manned and Unmanned Aircraft, spacecraft and missiles, and any ground support, guidance, control or communications equipment used in connection therewith, and also includes parts, supplies, or equipment installed in or on or used in connection with aircraft, including tools, training aids, instructions, manuals, blueprints and other data, engineering and other advice, services and labor used in the operation, maintenance or manufacture of Aircraft Products.

2. Section DEFINITIONS is amended by the addition of the following:

**Unmanned Aircraft** means an aircraft that is not designed, manufactured, or modified after manufacture, to be controlled directly by a person from within or on the aircraft.

3. Section THE EXCLUSIONS is amended by the addition of the following:

This Coverage Part does not apply to:

any Claim based upon, arising out of or in any way involving Bodily Injury, Property Damage, Personal Injury or Advertising Injury arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an Unmanned Aircraft. Solely for purposes of this exclusion, “use” includes operation of or exercise of any control over an Unmanned Aircraft; and the Insured’s authorization, direction or acquiescence in the operation or control of Unmanned Aircraft by any person or entity; and loading or unloading of any such Unmanned Aircraft. This exclusion applies even if any such Claim alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the Insured, if the Occurrence which caused the Bodily Injury or Property Damage or the offense which caused the Personal Injury or Advertising Injury involved the ownership, maintenance, use or entrustment to others of any aircraft that is an Unmanned Aircraft.

4. Section THE EXCLUSIONS 16. is deleted and replaced as follows:

**16.** any Claim based upon or arising out of Bodily Injury or Property Damage arising out of ownership, maintenance, operation, use or entrustment to others or loading or unloading of:

(i) any Automobile, aircraft other than an Unmanned Aircraft or watercraft owned or operated by or rented or loaned to any Insured; or

(ii) any other Automobile, aircraft other than an Unmanned Aircraft or watercraft operated by any person in the course of his/her employment or activities on behalf of the Named Insured;

This exclusion applies even if any such Claim alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the Insured, if the Occurrence which caused the Bodily Injury or Property Damage involved the ownership, maintenance, use or entrustment to others of any aircraft

other than Unmanned Aircraft, Automobile or watercraft that is owned or operated by or rented or loaned to any Insured;

however, this exclusion shall not apply to:

- (a) the parking of an Automobile on premises owned by, rented to or controlled by the Named Insured or on ways next to such premises, if such Automobile is not owned by or rented or loaned to any Insured;
- (b) a watercraft while ashore on premises owned by, rented to or controlled by the Named Insured; or
- (c) a watercraft that is less than twenty-six (26) feet in length, that is not owned by the Named Insured and that is not being used to carry persons or property for a charge;

**B.** The PROFESSIONAL LIABILITY INSURANCE COVERAGE PART is amended as follows:

1. Section DEFINITIONS is amended by the addition of the following:

**Unmanned Aircraft** means an aircraft that is not designed, manufactured, or modified after manufacture, to be controlled directly by a person from within or on the aircraft.

2. Section THE EXCLUSIONS is amended by the addition of the following exclusion:

This Coverage Part does not apply to:

Any Claim based upon, arising out of or in any way involving the ownership, maintenance, use or entrustment to others of any aircraft that is an Unmanned Aircraft. Solely for purposes of this exclusion, "use" includes operation of or exercise of any control over an Unmanned Aircraft; and the Insured's authorization, direction or acquiescence in the operation or control of Unmanned Aircraft by any person or entity; and loading or unloading of any such Unmanned Aircraft. This exclusion applies even if any such Claim alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the Insured, involving the ownership, maintenance, use or entrustment to others of any aircraft that is an Unmanned Aircraft.

All other terms and conditions remain unchanged.



## EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### TRADE OR ECONOMIC SANCTIONS

The following is added to this policy:

#### **Trade Or Economic Sanctions**

This insurance does not provide any coverage, and we (the Company) shall not make payment of any claim or provide any benefit hereunder, to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose us (the Company) to a violation of any applicable trade or economic sanctions, laws or regulations, including but not limited to, those administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC).

All other terms and conditions remain unchanged.



## EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### CERTIFICATE HOLDER ADDITIONAL INSURED

This endorsement modifies insurance under the following:

SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY (INCLUDING PRODUCTS AND COMPLETED OPERATIONS LIABILITY) COVERAGE PART – OCCURRENCE COVERAGE  
SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY COVERAGE PART – OCCURRENCE COVERAGE

In consideration of the premium paid, it is understood and agreed that the policy is amended as follows:

- I. Solely with respect to the **Members** shown on the bordereaux on file with the Company that was provided by the **Association**, Paragraph L. Other Insurance in Section Other Conditions of the **COMMON POLICY CONDITIONS** is replaced with the following:

- L. **Other Insurance:** This insurance shall be primary and non-contributory with respect to an **Additional Insured**.

- If any **Claim** under this policy is also covered by one or more policies issued by the Company or any of its affiliated companies affording coverage to the **Additional Insured** or to any organization or person who controls, is controlled by, or is affiliated by common control with such **Additional Insured**, unless such other insurance is written only as specifically excess insurance or umbrella insurance over the Limits of Liability provided in this policy, then with respect to such **Claim**, the Limit of Liability will be the lower of:

1. the applicable Limit of Liability in the Declarations for this policy; or
      2. the total combined limits of liability available under all other applicable policies.

- II. With respect to the **SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY (INCLUDING PRODUCTS AND COMPLETED OPERATIONS LIABILITY) COVERAGE PART** Section Insuring Agreements is amended by the addition of the following:

- Coverage provided to a **Certificate Holder Additional Insured** shall apply solely to liability for **Bodily Injury** or **Property Damage** caused by an **Occurrence** that arises out of in whole or in part by the acts or omissions of a **Member** of the **Association**, provided:

1. such **Bodily Injury** or **Property Damage** and **Occurrence** happens during the **Membership Period**;
    2. such acts or omissions must have occurred:
      - a. on premises leased or rented to such **Member** under a written contract or agreement;
      - b. on premises temporarily occupied by such **Member** specifically for a tradeshow or convention; or
    - c. at any premises temporarily under such **Member's** exclusive, direct, and immediate control and within a 20 foot radius of where such **Member** is performing **Professional Services** at the time an **Occurrence** happens.

All other terms and conditions remain unchanged.

However, coverage shall not apply to any liability based upon or arising out of any act, error, omission, or negligence by any person or entity that owns, operates, controls, or maintains any premises concurrently with such **Member**.

All coverage provided to the **Certificate Holder Additional Insured** shall be subject to Paragraph C. Claim Against Additional Insured in Section Claims of the **COMMON POLICY CONDITIONS**.

All other terms and conditions remain unchanged.





## EVANSTON INSURANCE COMPANY

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### ADDITION OF EXCLUSION(S)

This endorsement modifies insurance provided under the following:

SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY (INCLUDING PRODUCTS AND COMPLETED OPERATIONS LIABILITY) COVERAGE PART – OCCURRENCE COVERAGE

In consideration of the premium paid, it is hereby understood and agreed that Section **THE EXCLUSIONS** is amended by the addition of the following:

Any claim based on or arising out of the use of a room, chamber, sauna, tank or other device for rendering services or treatment by applying cold temperatures to a person's body by refrigeration, or cryonic or cryogenic means. However, this exclusion shall not apply to use of any strictly handheld device for delivering cryotherapy treatment to a specifically localized body part."

All other terms and conditions remain unchanged.



## EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### AMENDMENT OF EXCLUSIONS

This endorsement modifies insurance provided under the following:

SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY COVERAGE PART –  
OCCURRENCE COVERAGE

In consideration of the premium paid, it is hereby understood and agreed that Section The Exclusions S. is deleted and replaced with the following:

- S.** any Claim based on or arising out of:
1. Psychological and related therapies;
  2. Massage/movement using implements other than the body; unless approved in writing by the Association Director;
  3. Manipulations or adjustments of the human skeletal structure;
  4. Diagnosis, prescriptions, or any other profession or branch of medicine;
  5. Acupuncture;
  6. Use of lasers; except when performed by a licensed aesthetician/esthetician and only for the purposes of the removal of hair;
  7. Violation of any state or local statute, rule or regulation;
  8. Hair implanting or hair transplanting or any attempt at these;
  9. The sale, service or application of wigs or toupees;
  10. Body piercing of any type;
  11. Tattooing, including but not limited to the act or practice of adding color by making punctures in the skin and inserting pigments to achieve a permanent design and/or mark on the skin; except microblading, acceptable only by those operating with valid license and/or certification and in compliance with state and/or local regulatory requirement;
  12. Branding, including but not limited to the act or practice of branding or scarring the skin with branding irons or other implements in order to raise scars on the skin to achieve a decorative effect;
  13. Cosmetic surgery; or
  14. Removal of or any attempt to remove:
    - a. warts;
    - b. moles; or
    - c. skin growths; or
    - d. tattoos; or
  15. Chiropody or podiatry; or

All other terms and conditions remain unchanged.

16. Any invasive procedure; or
17. Colon hydrotherapy; or
18. The use of a room, chamber, sauna, tank or other device for rendering of services or treatments by applying cold temperatures to a person's body by refrigeration, or cryonic or cryogenic means. However, this exclusion shall not apply to use of any strictly handheld device for delivering cryotherapy treatment to a specifically localized body part; or
19. Any services of a professional nature rendered as a registered nurse, licensed professional nurse, emergency medical technician, paramedic, naturopath, pharmacist, veterinarian, physician or dentist;
20. Any service of a professional nature rendered as a licensed counselor;
21. Martial arts training; or
22. Microneedling; except when performed by a licensed aesthetician/esthetician; or
23. Cupping that includes any of the following
  - a. fire (or heat) generated from liquid accelerant; or
  - b. cutting or piercing of skin of any kind.

All other terms and conditions remain unchanged.



## EVANSTON INSURANCE COMPANY

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### EXCLUSION – COMMUNICABLE DISEASE

This endorsement modifies insurance provided under the following:

SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY (INCLUDING PRODUCTS AND COMPLETED OPERATIONS LIABILITY) COVERAGE PART – OCCURRENCE COVERAGE

In consideration of the premium paid, it is hereby understood and agreed that this policy is amended as follows:

The following exclusion is added Section **THE EXCLUSIONS**:

Any **Claim** based upon or arising out of the actual or alleged exposure to, transmission of, or contraction of any communicable disease.

This exclusion applies even if the Claims against any Insured allege negligence or other wrongdoing in the:

- a. Testing or failing to test for any communicable disease;
- b. Failure to prevent the spread of the disease;
- c. Failure to report the disease to authorities; or
- d. Supervising, hiring, employing, training, or monitoring of others who:
  - (1) May be infected with any communicable disease;
  - (2) May spread any communicable disease; or
  - (3) Are alleged to have engaged in any wrongdoing set forth in Paragraphs a. through c. above.

All other terms and conditions remain unchanged.