

EXHIBIT A



Claims-Made Declarations
NOTICE



YOUR PROFESSIONAL LIABILITY INSURANCE IS WRITTEN ON A "CLAIMS MADE" BASIS AND PROVIDES COVERAGE FOR THOSE CLAIMS WHICH ARE THE RESULTS OF DENTAL INCIDENTS OCCURRING SUBSEQUENT TO THE PRIOR ACTS DATE STATED BELOW AND WHICH ARE FIRST MADE AGAINST YOU WHILE THIS INSURANCE IS IN FORCE. PLEASE DISCUSS THIS WITH YOUR AGENT.

Policy Number	From	Policy Period	To	Coverage Is Provided By
DLP 297117911	06/14/2007	06/14/2008		Continental Casualty Company

Named Insured and Address	National Administrator
Henri Duyzend DDS 18528 Firland Way N. Shoreline, WA 98133	B & B Protector Plans Inc. P.O. Box 15875 Tampa, FL 33684-5875
	State Administrator Number 970-05438-048487

Limits of Insurance		Coverage
\$5,000,000	Each Claim	Professional Liability
\$8,000,000	Aggregate	
Included		Personal Injury Liability & Advertising Injury Liability
\$5,000	Each Person	First Aid
\$25,000	Each Claim	Employment Practices Liability Defense
\$25,000	Aggregate	

\$4,352.00	Policy Premium
Printed Endorsements Attached At Policy Issuance - See Attached Schedule of Endorsements	

This policy shall not be valid unless countersigned by a duly authorized representative of the company.

Chairman of the Board

Secretary

Countersigned By _____
Authorized Representative



Declarations



Policy Number	From	Policy Period	To	Coverage Is Provided By
DLP 297117911	06/14/2007	06/14/2008		Continental Casualty Company

Named Insured and Address	National Administrator
Henri Duyzend DDS 18528 Firland Way N. Shoreline, WA 98133	B & B Protector Plans Inc. P.O. Box 15875 Tampa, FL 33684-5875
	State Administrator Number 970-05438-048487

Limits of Insurance		Coverage
\$5,000,000	Each Occurrence	General Liability - Occurrence
\$8,000,000	Aggregate	
Included		Personal Injury Liability & Advertising Injury Liability - Occurrence
\$5,000,000	Aggregate	Products Hazard/Completed Operations Hazard - Occurrence
\$5,000	Each Person	Medical Payments - Occurrence
\$10,000	Each Occurrence	
\$1,000,000	Per Occurrence	Non-Owned or Hired Automobile Liability - Occurrence
\$50,000	Per Suit	Medical Waste Legal Expense Reimbursement - Occurrence
\$50,000	Aggregate	
\$0	Each Claim	ERISA Fiduciary Liability - Claims-Made
\$0	Aggregate	

INCLUDED	Policy Premium
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Printed Endorsements Attached At Policy Issuance - See Attached Schedule of Endorsements

This policy shall not be valid unless countersigned by a duly authorized representative of the company.

John H. H.
Chairman of the Board

John H. H.
Secretary

Countersigned By _____
Authorized Representative



Declarations



Policy Number	From	Policy Period	To	Coverage Is Provided By
DLP 297117911	06/14/2007	06/14/2008		Continental Casualty Company
Named Insured and Address			National Administrator	
Henri Duyzend DDS 18528 Firland Way N. Shoreline, WA 98133			B & B Protector Plans Inc. P.O. Box 15875 Tampa, FL 33684-5875	
			State Administrator Number 970-05438-048487	
Insured Location Address			State	Zip Code
18528 Firland Way N.			Shoreline WA	98133
Limits of Insurance		Coverage		
\$0	Limit of Insurance	Building		
0%	Inflation Guard Increase			
\$721,000	Limit of Insurance	Blanket Dental Practice Personal Property		
0%	Inflation Guard Increase			
\$500	Deductible Amount	Building & Blanket Dental Practice Personal Property		
\$3,000 Per Day @ 32.5 Days Valued Daily Limit		Practice Income		
12 Months Limit of Time Actual Loss Sustained				
\$50,000	Basic Coverage	Dentist's Electronic Equipment		
\$0	Limit of Insurance	Rents		
\$100,000	I. A. - Money/Securities	Employee Dishonesty (Applies Collectively To All Locations)		
\$15,000	I. B. - Benefit Plans			
INCLUDED	Policy Premium			
Printed Endorsements Attached At Policy Issuance - See Attached Schedule of Endorsements				

This policy shall not be valid unless countersigned by a duly authorized representative of the company.

Chairman of the Board

Secretary

Countersigned By _____
Authorized Representative

Issued by the Stock Insurance Company Herein called The Company

Continental Casualty Company



For All the Commitments You Make

CNA Insurance Companies
CNA Plaza
Chicago, Illinois 60685

018462
PRODUCER NUMBER

970-05438-048487

ST. ADM. NUMBER

297117911

POLICY NUMBER

CHANGE AND ATTACHING CLAUSE ENDORSEMENT

Named Insured And Mailing Address	Henri Duyzend DDS 18528 Firland Way N. Shoreline, WA 98133	Inception Date	Expiration Date
		06/14/2007	06/14/2008
		Endorsement Effective Date	

It is agreed that the following persons or organizations are **named insureds** and complete the Declarations.

Primary Location

18528 Firland Way N.
Shoreline, WA 98133

Name	Class: 1	PL Prior Acts Date	EPL Prior Acts Date
Henri Duyzend	80211	06/14/1988	06/14/1998

Risk Management Credit Applied

National Administrator, Name and Address

B & B Protector Plans Inc.

P.O. Box 15875

Tampa, FL 33684-5875

Countersigned By

Authorized Representative

G-89548-A (ED. 02/97)

Acct. No. 297117911

Issue Date: 03/28/2007 12:28:32 PM
MBONILLA

New Business

Issued by the Stock Insurance Company Herein called The Company

Continental Casualty Company



For All the Commitments You Make®

CNA Insurance Companies
CNA Plaza
Chicago, Illinois 60685

018462
PRODUCER NUMBER

970-05438-048487

ST. ADM. NUMBER

297117911

POLICY NUMBER

CHANGE AND ATTACHING CLAUSE ENDORSEMENT

Named Insured And Mailing Address	Henri Duyzend DDS 18528 Firland Way N. Shoreline, WA 98133	Inception Date	Expiration Date
		06/14/2007	06/14/2008
		Endorsement Effective Date	

Professional Corporation

Name	Class:	PL Prior Acts Date	EPL Prior Acts Date
HENRI F. DUYZEND, DDS PS	80999	06/14/1988	06/14/1998
Henri Duyzend DDS			

National Administrator, Name and Address

B & B Protector Plans Inc.

P.O. Box 15875

Tampa, FL 33684-5875

G-89548-A (ED. 02/97)

Acct. No. 297117911

Countersigned By

Authorized Representative

Issue Date: 03/28/2007 12:28:32 PM
MBONILLA

New Business

ADDITIONAL INSURED - LEASED PREMISES - GL

Person(s) or Entity(ies)
Additional Insured

Designation of Premises
(Part Leased to You)

Mooers Clinic LLC
C/O Kelley Mooers
3625 50th Ave SW
Seattle, WA 98116

18528 Firland Way N.

We agree with **you** that the definition of **you** is changed to include the person(s) or entity(ies) named above but only with respect to liability which results from the owning, using or taking care of that part of the premises designated above which is leased to **you**.

We will not defend or pay for:

1. Any injury or damage which takes place after **you** ceased to be a tenant of said premises; or
2. Structural alterations, new construction or demolition operations performed by or for the owner of the premises.

All other provisions of the policy remain unchanged.

Henri Duyzend

297117911

Insured Name

Policy Number

06/14/2007

Countersigned By

Effective date of this endorsement

Authorized Agent

G-56427-E (Ed. 07/96)

Issue Date: 03/28/2007 12:28:32 PM New Business
MBONILLA

**WASHINGTON STOP-GAP EXTENSION
GENERAL LIABILITY INSURANCE**

"It is agreed that this insurance covers **your** legal liability for **injury** of an employee of **yours** who sustains an **injury** which arises out of and in the course of his employment, provided such employee is reported and declared under the Worker's Compensation Fund of the State of Washington."

The insurance granted by this extension shall not apply to:

1. **injury**, disease or death suffered or caused by an employee whose remuneration has not been included in the total remuneration upon which this premium extension is based;
2. aircraft, operation or the performance of any duty in connection with aircraft while in flight;
3. any premium, assessment, penalty, fine, or other obligation imposed by any worker's compensation law;
4. any **claim for injury**, disease, or death with respect to which **you** are deprived of any defense or defenses or is otherwise subject to penalty because of default in premium payment under, or any other failure to comply with the provisions of the worker's compensation law or laws of the State of Washington.

The premium for the extension shall be computed upon the total payroll of the individual office.

Estimated Annual Remuneration	Rate per \$100 of Remuneration	Estimated Annual Premium INCL.
\$82,000	0.04	\$80

All other provisions of the policy remain unchanged

Authorized Representative

Agent/Broker:

Address:

Issued by the Stock Insurance Company Herein called The Company

Continental Casualty Company



For All the Commitments You Make®

CNA Insurance Companies
CNA Plaza
Chicago, Illinois 60685

018462
PRODUCER NUMBER

970-05438-048487

ST. ADM. NUMBER

297117911

POLICY NUMBER

CHANGE AND ATTACHING CLAUSE ENDORSEMENT

Named Insured And Mailing Address	Henri Duyzend DDS 18528 Firland Way N. Shoreline, WA 98133	Inception Date 06/14/2007	Expiration Date 06/14/2008
		Endorsement Effective Date 12/21/2007	

This policy has been cancelled pro-rata.

Total Return Premium: \$2,042.00

National Administrator, Name and Address

B & B Protector Plans Inc.

P.O. Box 173569

Tampa, FL 33672

Countersigned By _____

Authorized Representative

Issue Date: 06/11/2008 04:15:15 PM
GIGO

Cancellation

Acct. No. 297117911



Policy Change Endorsement

Professional Liability Coverage Part Dentists/Oral Surgeons HIPAA PROCEEDINGS ENDORSEMENT

Policy Issued By:	Continental Casualty Company	A Stock Company	Policy No.: 297117911
Producer's Name and Address:	Pacific Underwriters Corp 12611 Des Moines Memorial Dr P O Box 68787 Seattle, WA 98168	Producer's Code:	970-05438-048487
Named Insured:	Henri Duyzend DDS 18528 Firland Way N. Shoreline, WA 98133	When Is Change Effective:	06/14/2007 at 12:01 a.m. hour and minute

HOW YOUR POLICY IS CHANGED:

In consideration of the premium paid, we agree with you as follows:

1. A new section is added to the Policy as follows:

HIPAA PROCEEDING SUPPLEMENT:

In addition to the limits of liability, we will pay up to \$10,000 for each of **you** for attorney fees charged by an attorney selected by us, and other reasonable costs, expenses or fees resulting from the investigation or defense of a **HIPAA Proceeding**. However, in no event shall the amount payable hereunder exceed \$30,000 per **policy period** regardless of the number of **you** insured hereunder and regardless of the number of such proceedings.

Such **HIPAA Proceeding** must begin during the **policy period** and must be reported to us within 30 days after **you** receive notice of such **HIPAA Proceeding** but in no event later than the end of the **policy period**.

2. Section VI. **DEFINTIONS** is amended to add a new definition as follows:

"HIPAA Proceeding" means any federal proceeding alleging any breach of the responsibilities, obligations or duties imposed upon **you** under the Health Insurance Portability and Accountability Act of 1996 and any rules or regulations promulgated thereunder ("HIPAA").

All other terms and conditions remain the same.

This Endorsement is effective only when signed by our authorized representative.

(Authorized Representative)



Policy Change Endorsement

NATIONAL DENTAL POLICY PROTECTED HEALTH INFORMATION/PRIVACY ENDORSEMENT

Policy Issued By:	Continental Casualty Company	A Stock Company	Policy No.: 297117911
Producer's Name and Address:	Pacific Underwriters Corp 12611 Des Moines Memorial Dr P O Box 68787 Seattle, WA 98168	Producer's Code:	970-05438-048487
Named Insured:	Henri Duyzend DDS 18528 Firland Way N. Shoreline, WA 98133	When Is Change Effective:	06/14/2007 at 12:01 a.m. hour and minute

HOW YOUR POLICY IS CHANGED:

1. As used in this Endorsement, the following terms are defined as follows:

Individual means the person who is the subject of **Protected Health Information**.

Individually Identifiable Health Information means information that is a subset of health information, including demographic information collected from an individual, and

- is created or received by you;
- relates to the past, present or future physical or mental health condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, and
 - that identifies the individual; or
 - with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Privacy Rule means those requirements set forth in 45 CFR 160 and 164 pertaining to the protection of **Protected Health Information**.

Protected Health Information means **Individually Identifiable Health Information** you give us:

- transmitted by electronic media;
- maintained in any medium described in the definition of electronic media at 45 CFR 162.103; or
- transmitted or maintained in any other form or medium.

Required by Law shall have the meaning set out in 45 CFR 164.501 and shall include a mandate contained in law that compels us to make a use or disclosure of **protected health information** and that is enforceable in a court of law including a civil or an authorized investigative demand.

All other terms and conditions remain the same.

This Endorsement is effective only when signed by our authorized representative.

(Authorized Representative)



Policy Change Endorsement

2. Subject to paragraph 3 below, it is agreed that we may use or disclose **Protected Health Information**:
 - a. as **Required By Law**;
 - b. in performing our obligations under this Policy, including but not limited to the proper defense, investigation and settlement of claims;
 - c. to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).
3. In order to fulfill our obligations to You with respect to **Protected Health Information**, we will:
 - a. use appropriate safeguards to maintain the security of and prevent use or disclosure of the **Protected Health Information** other than as provided for by this Endorsement
 - b. promptly report to You any use or disclosure of the **Protected Health Information** in violation of the requirements of this Endorsement of which we become aware
 - c. mitigate, to the extent practicable, any harmful effect that is known to us of a use or disclosure of **Protected Health Information** by us in violation of the requirements of this Endorsement.
 - d. obtain reasonable assurances from persons or entities to whom **Protected Health Information** is disclosed that it will remain confidential and used or further disclosed only as **Required By Law** or for the purpose for which it was disclosed to the person or entity, and that the person or entity will notify us of any instances of which it is aware in which the confidentiality of the information has been breached;
 - e. make available to the Secretary of the United States Department of Health and Human Services, or its designee, internal practices, books, and records, including policies and procedures and **Protected Health Information**, relating to the use and disclosure of Protected Health Information, for purposes of said Secretary determining Your compliance with the **Privacy Rule**, subject to all applicable legal privileges;
 - f. make available to You, at our offices during normal business hours, our internal practices, books, and records, including policies and procedures and **Protected Health Information**, relating to the use and disclosure of **Protected Health Information** for purposes of Your determining its compliance with the **Privacy Rule**, provided You provides at least 7 days prior written request for such review.
 - g. within 45 days after request by You, we will provide to You documentation of any disclosures of **Protected Health Information** by us, and information related to such disclosures, as is required for You to respond to a request by an **Individual** for an accounting of disclosures of **Protected Health Information** in accordance with 45 CFR § 164.528
4. You agree that You shall notify us of:
 - a. any limitations in Your notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect our use or disclosure of Protected Health Information.
 - b. any changes in, or revocation of, permission by **Individual** to use or disclose **Protected Health Information**, to the extent that such changes may affect our use or disclosure of **Protected Health Information**.
 - c. any restriction to the use or disclosure of **Protected Health Information** that You have agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect our use or disclosure of **Protected Health Information**.
5. You shall not request us to use or disclose **Protected Health Information** in any manner that would not be permissible under the **Privacy Rule** if done by You.
6. Except as provided in paragraph (2) of this section, upon termination of all of our obligations under this Policy, we shall return or destroy all **Protected Health Information** received from You, or created or received by us on Your behalf. This provision shall apply to **Protected Health Information** that is in the possession of our subcontractors or agents. We shall retain no copies of the **Protected Health Information**.
7. In the event that we determine that returning or destroying the **Protected Health Information** is infeasible, we shall provide to You notification of the conditions that make return or destruction infeasible. Upon such notification, we shall extend the protections of this Endorsement to such **Protected Health Information** and limit further uses and disclosures of such **Protected Health Information** to those purposes that make the return or destruction infeasible.

All other provisions of the policy remain unchanged.



IMPORTANT INFORMATION

POLICYHOLDER DISCLOSURE NOTICE OF INSURANCE COVERAGE FOR ACTS OF TERRORISM

You are hereby notified that under, and in accordance with, the Terrorism Risk Insurance Act of 2002, effective November 26, 2002, that you are entitled to insurance coverage for losses arising out of "Certified Acts of Terrorism" subject to all applicable policy provisions.

You should know that under your policy, any covered losses caused by "Certified Acts of Terrorism" will be partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 90% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium as of this date that is attributable to coverage for "Certified Acts of Terrorism" is \$ 0.

As used herein, "Certified Acts of Terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002.

The federal Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a "Certified Act of Terrorism":

- a. The act resulted in aggregate losses in excess of \$5 million; and
- b. 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 acting on behalf of any foreign person or foreign interest, 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.

Insured Name: Henri Duyzend
Insured Address: 18528 Firland Way N.
Shoreline, WA 98133

Policy Number: 297117911
Policy Effective Date: 14-JUN-07



COVERAGE OF AND CAP ON LOSSES FOR CERTIFIED ACTS OF TERRORISM

In consideration of the premium charge of \$ 0, it is agreed as follows:

1. The DEFINITIONS section is amended by the addition of the following new term:

"Certified Act of Terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002.

The federal Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a **Certified Act of Terrorism**:

- a. The act resulted in aggregate losses in excess of \$5 million; and
 - b. 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 acting on behalf of any foreign person or foreign interest, 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.
2. This Policy provides coverage for losses arising from **Certified Acts of Terrorism** subject to all other terms and conditions of this policy.
 3. Under the federal Terrorism Risk Insurance Act of 2002, any losses caused by **Certified Acts of Terrorism** will be partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 90% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.
 4. With respect to any one or more **Certified Acts of Terrorism**, The Insurer will not pay any amounts for which the Insurer is not responsible under the terms of the federal Terrorism Risk Insurance Act of 2002 (including subsequent acts of Congress pursuant to the Act) due to the application of any clause in such law which results in a cap on the Insurer's liability for payments for terrorism losses.

All other provisions of the Policy remain unchanged.

Issued by the Stock Insurance Company Herein called The Company
Continental Casualty Company



For All the Commitments You Make

CNA Insurance Companies
CNA Plaza
Chicago, Illinois 60685

018462
PRODUCER NUMBER

970-05438-048487

ST. ADM. NUMBER

297117911

POLICY NUMBER

CHANGE AND ATTACHING CLAUSE ENDORSEMENT

Named Insured And Mailing Address	Henri Duyzend DDS 18528 Firland Way N. Shoreline, WA 98133	Inception Date	Expiration Date
		06/14/2007	06/14/2008
		Endorsement Effective Date	06/14/2007

It is understood and agreed that the following change(s) have been made to the policy:

Employee Practice Liability Defense and Indemnity (EPLI) has been amended to \$250,000

All other provisions of the policy remain unchanged

National Administrator, Name and Address

B & B Protector Plans Inc.

P.O. Box 15875

Tampa, FL 33684-5875

G-89548-A (ED. 02/97)

Acct. No. 297117911

Countersigned By

Authorized Representative

Issue Date: 05/21/2007 08:52:33 PM
YMALDO

Endorsement

Issued by the Stock Insurance Company Herein called The Company
Continental Casualty Company



For All the Commitments You Make®

CNA Insurance Companies
CNA Plaza
Chicago, Illinois 60685

018462
PRODUCER NUMBER

970-05438-048487

ST. ADM. NUMBER

297117911

POLICY NUMBER

CHANGE AND ATTACHING CLAUSE ENDORSEMENT

Named Insured And Mailing Address	Henri Duyzend DDS 18528 Firland Way N. Shoreline, WA 98133	Inception Date	Expiration Date
		06/14/2007	06/14/2008
		Endorsement Effective Date	06/14/2007

It is understood and agreed that the following change(s) have been made to the policy:

The EPL/EPLI Coverage has been changed

All other provisions of the policy remain unchanged

National Administrator, Name and Address

B & B Protector Plans Inc.

P.O. Box 15875

Tampa, FL 33684-5875

G-89548-A (ED. 02/97)

Acct. No. 297117911

Countersigned By

Authorized Representative

Issue Date:

05/21/2007 08:52:33 PM

YMALDO

Endorsement

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Continental Casualty Company



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CNA Plaza
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PRODUCER NUMBER

970-05438-048487

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POLICY NUMBER

CHANGE AND ATTACHING CLAUSE ENDORSEMENT

Named Insured And Mailing Address	Henri Duyzend DDS 18528 Firland Way N. Shoreline, WA 98133	Inception Date	Expiration Date
		06/14/2007	06/14/2008
		Endorsement Effective Date	06/14/2007

It is understood and agreed that the following change(s) have been made to the policy:

PC EPL has been deleted

All other provisions of the policy remain unchanged

National Administrator, Name and Address

B & B Protector Plans Inc.

P.O. Box 15875

Tampa, FL 33684-5875

G-89548-A (ED. 02/97)

Acct. No. 297117911

Countersigned By

Authorized Representative

Issue Date:

05/21/2007 08:52:33 PM

Endorsement

YMALDO

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Chicago, Illinois 60685

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PRODUCER NUMBER

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CHANGE AND ATTACHING CLAUSE ENDORSEMENT

Named Insured And Mailing Address	Henri Duyzend DDS 18528 Firland Way N. Shoreline, WA 98133	Inception Date	Expiration Date
		06/14/2007	06/14/2008
		Endorsement Effective Date	06/14/2007

It is understood and agreed that the following change(s) have been made to the policy:

PC EPLI has been added

All other provisions of the policy remain unchanged

National Administrator, Name and Address

B & B Protector Plans Inc.

P.O. Box 15875

Tampa, FL 33684-5875

Countersigned By

Authorized Representative

Issue Date:

05/21/2007 08:52:33 PM

Endorsement

YMALDO

G-89548-A (ED. 02/97)

Acct. No. 297117911

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CHANGE AND ATTACHING CLAUSE ENDORSEMENT

Named Insured And Mailing Address	Henri Duyzend DDS 18528 Firland Way N. Shoreline, WA 98133	Inception Date	Expiration Date
		06/14/2007	06/14/2008
		Endorsement Effective Date	06/14/2007

The following endorsement has been deleted as of 06/14/2007

D-30015-D46 (Ed. 05/05) Washington Employment Practices Liability

National Administrator, Name and Address

B & B Protector Plans Inc.

P.O. Box 15875

Tampa, FL 33684-5875

Countersigned By _____

Authorized Representative

G-89548-A (ED. 02/97)

Acct. No. 297117911

Issue Date: 05/21/2007 08:52:33 PM
Endorsement YMALDO

Issued by the Stock Insurance Company Herein called The Company

970-05438-048487

Continental Casualty Company



For All the Commitments You Make

CNA Insurance Companies
CNA Plaza
Chicago, Illinois 60685

018462
PRODUCER NUMBER

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Named Insured And Mailing Address	Henri Duyzend DDS 18528 Firland Way N. Shoreline, WA 98133	Inception Date	Expiration Date
		06/14/2007	06/14/2008
		Endorsement Effective Date	06/14/2007

The following endorsement has been deleted as of 06/14/2007

EPL For Professional Corporation

HENRI F. DUYZEND, DDS PS

National Administrator, Name and Address

B & B Protector Plans Inc.

P.O. Box 15875

Tampa, FL 33684-5875

Countersigned By

Authorized Representative

Issue Date: 05/21/2007 08:52:33 PM

Endorsement

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Named Insured And Mailing Address
Henri Duyzend DDS
18528 Firland Way N.
Shoreline, WA 98133

Inception Date Expiration Date

06/14/2007 06/14/2008

Endorsement Effective Date
06/14/2007

It is understood and agreed that the following change(s) have been made to the policy:

Henri Duyzend, DDS has been amended to:

Class 1 80211 PL Prior Acts Date 06/14/1988 EPLI Prior Acts Date 06/14/1998

Liability Each Claim \$5,000,000

Aggregate Each Consecutive Annual Period \$8,000,000

Risk Management Credit Applied

Practice Location:

18528 Firland Way N.
Shoreline, WA 98133

All other provisions of the policy remain unchanged

National Administrator, Name and Address

B & B Protector Plans Inc.

P.O. Box 15875

Tampa, FL 33684-5875

Countersigned By _____

Authorized Representative

Issue Date: 05/21/2007 08:52:33 PM Endorsement
YMALDO

G-89548-A (ED. 02/97)

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18528 Firland Way N.
Shoreline, WA 98133

Inception Date Expiration Date

06/14/2007 **06/14/2008**

Endorsement Effective Date
06/14/2007

It is understood and agreed that the following change(s) have been made to the policy:

The following P.C. is amended to:

Name:

HENRI F. DUYZEND, DDS PS

Henri Duyzend DDS

National Administrator, Name and Address

B & B Protector Plans Inc.
P.O. Box 15875
Tampa, FL 33684-5875

Countersigned By _____

Authorized Representative

Issue Date: **05/21/2007 08:52:33 PM** Endorsement
YMALDO

G-89548-A (ED. 02/97)

Acct. No. **297117911**

Issued by the Stock Insurance Company Herein called The Company
Continental Casualty Company



For All the Commitments You Make®

CNA Insurance Companies
CNA Plaza
Chicago, Illinois 60685

018462
PRODUCER NUMBER

970-05438-048487
ST. ADM. NUMBER
297117911
POLICY NUMBER

CHANGE AND ATTACHING CLAUSE ENDORSEMENT

Named Insured And Mailing Address	Henri Duyzend DDS 18528 Firland Way N. Shoreline, WA 98133	Inception Date	Expiration Date
		06/14/2007	06/14/2008
		Endorsement Effective Date	06/14/2007

The following endorsement has been deleted as of 06/14/2007

EPL Defense Only Prior Acts Date

The above amendment pertains to

National Administrator, Name and Address

B & B Protector Plans Inc.
P.O. Box 15875
Tampa, FL 33684-5875

Countersigned By

Authorized Representative

G-89548-A (ED. 02/97)

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CHANGE AND ATTACHING CLAUSE ENDORSEMENT

Named Insured And Mailing Address
Henri Duyzend DDS
18528 Firland Way N.
Shoreline, WA 98133

Inception Date Expiration Date
06/14/2007 **06/14/2008**

Endorsement Effective Date
06/14/2007

Total Policy Billed Premium: **\$67.00**

National Administrator, Name and Address

B & B Protector Plans Inc.

P.O. Box 15875

Tampa, FL 33684-5875

Countersigned By _____

Authorized Representative

G-89548-A (ED. 02/97)

Acct. No. **297117911**

Issue Date: **05/21/2007 08:52:33 PM** Endorsement
YMALDO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMPUTER VIRUS AND SYSTEM PENETRATION EXCLUSION

This endorsement modifies insurance provided under the following:

**BUILDING BLANKET DENTAL PRACTICE PERSONAL PROPERTY AND INCOME
COVERAGE PART**

I. The following are added to Section II., **EXCLUSIONS**, paragraph A:

A "Computer Virus";

"System Penetration"

II. The following paragraphs are added to Section IV. **DEFINITIONS**:

"**Computer Virus**" means any **Electronic data** introduced or implanted without authorization into electronic data processing equipment or **Electronic data** which causes the corruption, distortion, deletion, destruction, unauthorized copying or loss of functionality of **Electronic data**.

"**Electronic Data**" means information, programs or instructions that have been converted to a form usable in electronic data processing systems.

"**System Penetration**" means the intentional and malicious use of a computer to obtain unauthorized access to information and resources stored on electronic data processing equipment in the form of **Electronic data**.

DEFENDANT'S REIMBURSEMENT COVERAGE PART

LIMITS OF LIABILITY

\$ 500 per day

\$5,000 per suit

I. COVERAGE AGREEMENT

We will repay **you** for the necessary expenses and loss of time **you** incur as a result of being a defendant or co-defendant in a civil suit. These amounts must result from **your** being required to attend a trial of the suit. The suit must be caused by an **injury** or **damage** covered by this policy.

II. EXCLUSIONS

This coverage does not apply to trials of lawsuits if an action for damages had been filed before the effective date of this policy, and entered upon the records of a court lawfully established to receive, hear, or adjudicate such actions.

III. LIMITS OF LIABILITY

This coverage applies separately to each **insured dentist**. The Limit of Liability stated above as "per day" is the maximum we will pay for each full day **you** are required to appear in court. A full day means **your** attendance during both the morning and afternoon sessions of the trial. If **you** are required to appear in court for only one-half day, our liability shall only be one-half the per day limit.

Our liability for necessary expenses and loss of time resulting from any one or more trial(s) arising out of the same alleged causes of actions, regardless of the number of days **you** are required to attend such trial(s), shall not exceed the "per suit" limit stated above.

IV. SPECIAL CONDITIONS

You must give us, or any of our authorized agents, written notice as soon as practicable following the last date of expenses or loss of time **you** incur. This notice shall contain details sufficient to identify **you** and all reasonably obtainable information regarding the time, place and circumstances of the loss. Also included must be the identity of the court and all parties to the action before the court.

This coverage only applies to expenses and loss of time which occur during the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI, WET ROT, DRY ROT AND MICROBE EXCLUSION

This endorsement modifies insurance provided under the following:

BUILDING BLANKET DENTAL PRACTICE PERSONAL PROPERTY AND INCOME COVERAGE PART

- I. The following is added to **Section II, EXCLUSIONS, Paragraph A.:**

Fungi, Wet Rot, Dry Rot and Microbes

Presence, growth, proliferation, spread or any activity of **fungi**, wet or dry rot or **microbes**.

This exclusion does not apply when **fungi**, wet or dry rot or **microbes** result from fire or lightning.

- II. A. Subparagraphs 5 of Section II., **EXCLUSIONS, Paragraph B.**, is deleted in its entirety and replaced by the following:

5. Rust, or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to **damage** or destroy itself;

- B. The following is added to Section II., **EXCLUSIONS, Paragraph B.:**

The following causes of :

- (a) Dampness or dryness of atmosphere;
- (b) Changes in or extremes of temperature; or
- (c) Marring or scratching.

- III. Paragraph 11. of Section II., **EXCLUSIONS, Part B.**, is deleted in its entirety and replaced by the following:

11. Continuous or repeated discharge, seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.

- IV. The following is added to Section IV., **DEFINITIONS:**

"Fungi" means any form of fungus, including but not limited to, yeast, mold, mildew, rust, smut or mushroom, and including any spores, mycotoxins, odors, or any other substances, products, or byproducts produced by, released by, or arising out of the current or past presence of fungi. But **fungi** does not include any fungi intended by the insured for consumption.

"Microbe" means any non-fungal microorganism or non-fungal colony-form organism that causes infection or disease. **Microbe** includes any spores, mycotoxins, odors, or any other substances, products, or byproducts produced by, released by, or arising out of the current or past presence of microbes.

Issued by the Stock Insurance Company Herein called The Company

Continental Casualty Company



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CNA Insurance Companies
CNA Plaza
Chicago, Illinois 60685

018462
PRODUCER NUMBER

970-05438-048487

ST. ADM. NUMBER

297117911

POLICY NUMBER

CHANGE AND ATTACHING CLAUSE ENDORSEMENT

Named Insured And Mailing Address	Henri Duyzend DDS 18528 Firland Way N. Shoreline, WA 98133	Inception Date	Expiration Date
		06/14/2007	06/14/2008
		Endorsement Effective Date	

SCHEDULE OF ENDORSEMENTS

G-89548-A (Ed. 02/97) Change And Attaching Clause Endorsement
D-30015-D46 (Ed. 05/05) Washington Employment Practices Liability
G-11715-E46 (Ed. 04/89) Washington State Provisions
G-135702-B46 (Ed. 05/05) General Liability Policy - Occurrence - WA
G-137664-A (Ed. 06/00) Defendants Reimbursement Coverage Part
G-140093-A46 (Ed. 01/01) Washington Amendatory Endorsement Common Cond.
G-142812-A (Ed. 02/02) Fungi, Wet Rot, Dry Rot and Microbe Exclusion
G-142813-A (Ed. 02/02) Computer Virus and System Penetration Exclusion
G-142815-A46 (Ed. 08/03) Fungi/Mold/Mildew/Yeast/Microbe Exclusion & Water
G-144156-A (Ed. 02/02) Amendatory Endorsement - Cyber
G-144959-B (Ed. 03/03) Policyholder Disclosure Notice
G-145184-A (Ed. 06/03) Economic And Trade Sanctions Condition
G-147290A (Ed. 03/04) Exclusion - Silica
G-147309A (Ed. 03/04) Exclusion - Asbestos
G-15160-B (Ed. 06/00) Employee Dishonesty Coverage Part
G-15175-G46 (Ed. 12/00) Washington State Provisions
G-16856-B99 (Ed. 02/92) Special Extra Expense (HIV) Claims-Made
G-17739-B46 (Ed. 03/01) Washington Defense Coverage Amendatory Endorsement
G-41500-C (Ed. 01/90) Common Policy Conditions
G-58004-G46 (Ed. 01/01) Washington Amendatory Endorsement
EPL For Professional Corporation
G-124787-B (Ed. 02/06) Professional Protector Plan Gold
G-144872-A (Ed. 01/03) Certified Acts of Terrorism
G-145117-A (Ed. 06/03) HIPAA Proceedings Endorsement
G-145118-A (Ed. 06/03) Protected Health Information/Privacy Endorsement
G-15158-E (Ed. 05/06) Professional Insurance Policy Claims-Made
G-15159-E (Ed. 02/06) Building, Blanket Dental Practice Personal Property
G-56427-E (Ed. 07/96) Additional Insured Leased Premises
G-89678-D46 (Ed. 05/05) Washington Stop Gap Extension
OFAC Policy Holder Notice For New Business

National Administrator, Name and Address

B & B Protector Plans Inc.

P.O. Box 15875

Tampa, FL 33684-5875

G-89548-A (ED. 02/97)

Acct. No. 297117911

Countersigned By

Authorized Representative

Issue Date: 03/28/2007 12:28:32 PM
MBONILLA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Amendatory Endorsement

This endorsement modifies insurance provided under the following:

**COMMON POLICY CONDITIONS
GENERAL LIABILITY COVERAGE PART**

- I. **Section II, EXCLUSIONS** of the General Liability Coverage Part is amended by the addition of the following:

We will not defend, or pay under this Coverage Part for:

Personal or advertising injury:

1. arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement in your **advertisement**, of copyright, trade dress or slogan.

2. committed by an insured whose business is:

- a. advertising, broadcasting, publishing or telecasting;
- b. designing or determining content of web-sites for others; or
- c. an internet search, access, content or service provider.

However, this exclusion does not apply to items A., B. and C. of the definition of **injury**.

For the purposes of this exclusion, the placing of frame, borders or links, or advertising, for you or others anywhere on the internet is not by itself considered the business of advertising, broadcasting, publishing or telecasting.

3. arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.
4. Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

- II. **Section IV., DEFINITIONS**, of the General Liability Coverage Part is amended by the addition of the following definitions:

"Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- A. Notices that are published include material placed on the internet or on similar electronic means of communication; and



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- B. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

"Personal and Advertising Injury" means those offenses set forth in items A, B, C, D, E, F and G of the definition of **injury**.

- III. Section IV., **DEFINITIONS**, of the General Liability Coverage Part, the definition of **Damage** is deleted and replaced by the following:

"Damage" means:

- A. physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it.
- B. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, 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.

- IV. Section XVIII. **DEFINITIONS**, of the Common Policy Conditions, the definition of **Coverage Territory** is deleted and replaced by the following:

"Coverage Territory" means:

- A. the United States of America, including its territories and possessions;
- B. Puerto Rico; and
- C. Canada

Coverage Territory includes **Personal and Advertising Injury** offenses that take place through the internet or similar electronic means of communication provided the insured's responsibility to pay damages is determined in a suit on the merits, in the territory described in A, B, or C above or in a settlement we agree to.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ECONOMIC AND TRADE SANCTIONS CONDITION

The following condition is added to the Policy:

ECONOMIC AND TRADE SANCTIONS CONDITION

In accordance with laws and regulations of the United States concerning economic and trade embargoes, this policy is void from its inception with respect to any term or condition of this policy that violates any laws or regulations of the United States concerning economic and trade embargoes including, but not limited to the following:

1. Any insured under this Policy, or any person or entity claiming the benefits of such insured, who is or becomes a Specially Designated National or Blocked Person or who is otherwise subject to U.S. economic or trade sanctions;
2. Any claim or suit that is brought in a Sanctioned Country or by a Sanctioned Country Government, where any action in connection with such claim or suit is prohibited by U.S. economic or trade sanctions;
3. Any claim or suit that is brought by any Specially Designated National or Blocked Person or any person or entity who is otherwise subject to U.S. economic or trade sanctions;
4. Property that is located in a Sanctioned Country or that is owned by, rented to or in the care, custody or control of a Sanctioned Country Government, where any activities related to such property are prohibited by U.S. economic or trade sanctions; or
5. Property that is owned by, rented to or in the care, custody or control of a Specially Designated National or Blocked Person, or any person or entity who is otherwise subject to U.S. economic or trade sanctions.

As used in this endorsement a Specially Designated National or Blocked Person is any person or entity that is on the list of Specially Designated Nationals and Blocked Persons issued by the U.S. Treasury Department's Office of Foreign Asset Control (O.F.A.C.) as it may be from time to time amended.

As used in this endorsement a Sanctioned Country is any country that is the subject of trade or economic embargoes imposed by the laws or regulations of the United States of America.

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

EXCLUSION – SILICA

This endorsement modifies insurance provided under the following:

COMMON POLICY CONDITIONS
GENERAL LIABILITY COVERAGE PART

I. THE GENERAL LIABILITY COVERAGE PART IS MODIFIED AS FOLLOWS:

The Following is added to **Section II. EXCLUSIONS:**

We will not defend, or pay under this Coverage Part for:

1. **injury** arising in whole or in part out of the actual, alleged or threatened respiration or ingestion at any time of **silica**; or
2. **damage** arising in whole or in part out of the actual, alleged or threatened presence of **silica**.

II. THE COMMON POLICY CONDITIONS ARE MODIFIED AS FOLLOWS:

The following is added to **Section XVIII., Definitions:**

Silica means the chemical compound silicon dioxide (SiO₂) in any form, including dust which contains **silica**.

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

EXCLUSION – ASBESTOS

This endorsement modifies insurance provided under the following:

COMMON POLICY CONDITIONS
GENERAL LIABILITY COVERAGE PART

I. THE GENERAL LIABILITY COVERAGE PART IS MODIFIED AS FOLLOWS:

The Following is added to **Section II. EXCLUSIONS:**

We will not defend, or pay under this Coverage Part for:

1. **injury or damage** arising in whole or in part out of the actual, alleged or threatened exposure at any time to **asbestos**; or
2. any loss, cost or expense that may be awarded or incurred:
 - a. by reason of a **claim or suit** for any such **injury or damage**; or
 - b. in complying with a governmental direction or request to test for, monitor, clean-up, remove, contain or dispose of **asbestos**.

II. THE COMMON POLICY CONDITIONS ARE MODIFIED AS FOLLOWS:

The following are added to **Section XVIII., Definitions:**

Asbestos means the mineral in any form whether or not the **asbestos** was at any time:

1. airborne as a fiber, particle or dust;
2. contained in or formed a part of a product, structure, or other real or personal property;
3. carried on clothing;
4. inhaled or ingested; or
5. transmitted by any other means.

Suit means a civil proceeding in which damages because of **injury or damage** to which this insurance applies are alleged. **Suit** includes:

1. an arbitration proceeding in which such damages are claimed and to which **you** must submit or does submit with our consent; or
2. any other alternative dispute resolution proceeding in which such damages are claimed and to which **you** submit with our consent.



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INDEX OF PROVISIONS EMPLOYEE DISHONESTY COVERAGE PART

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CRIME COVERAGE PART EMPLOYEE DISHONESTY

Subject to all of the Common Policy Conditions, and the Definitions contained in the Property Coverage Part applicable to Building, Blanket Dental Practice Personal Property and Income, we agree that:

I. COVERAGE AGREEMENTS

We will pay for **damage** to Covered Property caused by or resulting from a **Wrongful Act** committed by any of **your employees** engaged in **your** regular service, acting alone or together with others.

Covered Property means the following types of property for which a Limit of Insurance is shown on the Declarations:

A. Money, Securities and Blanket Dental Practice Personal Property. Such Covered property may be:

1. owned or held by **you**; or
2. for which **you** are legally liable.

This insurance is for **your** benefit only. It provides no rights or benefits to any other entity.

B. All Welfare and Pension plans requiring employee dishonesty insurance in accordance with Section 412 of the Employee Retirement Income Security Act of 1974, commonly known as ERISA.

We will pay for **damage** caused by any **employee** while temporarily outside the **Coverage Territory** for a period of not more than 90 days.

II. EXCLUSIONS

We will not pay for **damage**:

A. resulting from any **Wrongful Act** committed by **you** or any of **your** partners whether acting alone or together with others;

In the event of **damage** caused by a **Wrongful Act** committed by any partner or in which a partner is concerned or implicated, we will only pay for **damage** in excess of the **Financial Interest** in **your** partnership of the partner involved in the **damage**.

- B. resulting from seizure or destruction of property by order of governmental authority;
- C. that is an indirect result of any act or **Event** covered by this Coverage Part including but not limited to **damage** resulting from:
 1. **your** inability to realize income that **you** would have realized had there been no **damage** to Covered Property;

2. payment of **damage** of any type for which **you** are legally liable. We will pay direct compensatory **damage** arising from **damage** covered under this Coverage Part; or

3. payment of costs, fees or other expenses **you** incur in establishing either the existence or the amount of **damage** under this insurance.

- D. that constitutes expenses related to any legal action;

- E. by nuclear reaction, radiation, contamination however caused;

- F. resulting from war, whether or not declared, warlike action, insurrection, rebellion or revolution, or any related act or incident;

- G. caused by any **employee** who has been cancelled under similar prior insurance and not reinstated since the last such cancellation; or

- H. the proof of which is dependent upon:

1. an inventory computation; or
2. Profit and loss computation.

III. LIMITS OF INSURANCE

A. Each Event

The most we will pay for **damage** in any one **Event** is the Limit of Insurance shown on the Declarations for:

1. **Money, Securities and Blanket Dental Practice Personal Property**; and
2. an additional limit of \$15,000 for Welfare and Pension plans.

Such Limits of Insurance shall apply collectively to Covered Property wherever located.

B. Non-Cumulation

Regardless of the number of years this insurance remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.

IV. DEFINITIONS

"Blanket Dental Practice Personal Property" means any tangible property other than **Money** and **Securities** that has intrinsic value but does not include any property listed in any other Coverage Part as Property Not Covered.

"Employee" means:

Any natural person:

- A. while in **your** service, and for 30 days after termination of such service; and
- B. whom **you** compensate directly by salary, wages or commissions; and
- C. whom **you** have the right to direct and control while performing services for **you**;
- D. employed by an employment contractor while that person is subject to **your** direction and control and performing services for **you** excluding, however, any person while having care, and custody of property outside **your** premises.
- E. while in the service of any Welfare or Pension plan including as an insured under this Coverage Part, as fiduciary, trustee, administrator, officer or **employee** and any other natural person while performing acts normally performed by a fiduciary, trustee, administrator, officer or **employee** as defined in Title 1 of the Employee Retirement Income Security Act of 1974 or any of its amendments.

Employee does not mean any:

- A. agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
- B. director or trustee except while performing acts coming within the scope of the usual duties of an **employee**.

"Event" means all **damage** caused by an **employee** or in which any **employee** is involved, whether the result of a single, or series of, acts.

"Financial Interest" means the value of the partner's interest in **your** partnership prior to deducting the amount of **damage** caused by such partner. Such value shall be determined as of the close of business on the date of discovery of **damage**.

"Money" means:

- A. currency, coins and bank notes in current use and having a face value; and
- B. travelers checks, register checks and money orders held for sale to the public.

"Securities" means negotiable and non-negotiable instruments or contracts representing either **Money** or other property and includes:

- A. tokens, tickets, revenue and other stamps, whether represented by actual stamps or unused value in a meter, in current use; and
- B. evidences of debt issued in connection with credit or charge cards, which cards are not issued by **you**;

but does not include **money**.

"Wrongful Act" means a dishonest act committed by an **employee**, whether identified or not, acting alone or with others, other than **you** or a partner, with the intent to:

- A. cause **you** to sustain **damage**; and also
- B. obtain financial benefit, other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment, for:
 1. the **employee**; or
 2. any entity intended by the **employee** to receive that benefit.

V. CONDITIONS

A. Policy Period

Common Policy Condition I. is amended to include the following:

Subject to Employee Dishonesty Condition H., we will pay only for **damage** that **you** sustain through **Wrongful Acts** occurring during the policy period.

B. Duties in the event of **Damage**

Common Policy Condition III. is amended to include the following:

You must also:

1. submit to examination under oath at our request and give us a signed statement of **your** answers;
2. give us a detailed, sworn proof of **damage** within 120 days;

C. **Damage** Covered under more than One Coverage

Common Policy Condition XI., for the purpose of this Coverage Part, is deleted and replaced by the following:

If 2 or more coverages of this insurance apply to the same **damage**, we will pay the lesser of:

1. the actual amount of **damage**; or
2. the sum of the Limits of Insurance applicable to those coverages.

D. Legal Action Against Us

Common Policy Condition XIII. is amended to include the following:

You may not bring any legal action against us involving **damage**:

1. until 90 days after **you** have filed proof of **damage** with us; and
2. unless brought within 2 years from the date **you** discovered the **damage**.

E. Consolidation/Merger

If through consolidation or merger with, or purchase of assets of, some other entity:

1. any additional persons become **employees**; or
2. **you** acquire the use and control of any additional premises;

any insurance afforded for **employees** or premises also applies to those additional **employees** and premises, but only if **you**:

- a. give us written notice within 90 days thereafter; and
- b. pay us an additional premium.

F. Discovery Period

1. We will pay only for covered **damage** discovered no later than 1 year from the end of the policy period.
2. If this insurance or any of its coverages is cancelled or terminated as to any of **you**, **damage** sustained by that person is covered only if discovered no later than 1 year from the date of that cancellation or termination.

G. Joint Insured

1. If any of **you** or **your** partners or officers has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of all of **you**.
2. An **employee** of any of **you** is considered to be an **employee** of all of **you**.
3. We will not pay more for **damage** sustained by more than one of **you** than the amount we would pay if all the **damage** had been sustained by one of **you**.

H. **Damage** Sustained During Prior Insurance

1. If **you**, or any predecessor in interest, sustained **damage** during the period of any prior insurance that **you** could have recovered under that insurance except that the time within which to discover **damage** had expired, we will pay for it under this insurance, provided:

- a. this insurance became effective at the time of cancellation or termination of the prior insurance; and
- b. the **damage** would have been covered by this insurance had it been in effect when the **Wrongful Act** was committed or happened.

2. The insurance under this Condition is part of, not in addition to, the Limits of Insurance applying to this insurance and is limited to the lesser of the amount recoverable under:

- a. this insurance as of its effective date; or
- b. the prior insurance had it remained in effect.

I. **Damage** Covered Under This and Prior Insurance Issued by Us

If any **damage** is covered:

1. partly by this insurance; and
2. partly by any prior cancelled or terminated insurance that we or any affiliate had issued to **you** or any predecessor in interest;

the most we will pay is the larger of the amount recoverable under this insurance or the prior insurance.

J. Other Insurance

This insurance does not apply to **damage** recoverable or recovered under other insurance or indemnity. However, if the limit of the other insurance or indemnity is insufficient to cover the entire amount of the **damage**, this insurance will apply to that part of the **damage** not recoverable or recovered under the other insurance or indemnity but not for more than the Limit of Insurance.

K. Records

You must keep records of all Covered Property so we can verify the amount of any **damage**.

L. Recoveries

1. Any recoveries, less the cost of obtaining them, made after settlement of **damage** covered by this insurance will be distributed as follows:

- a. to **you**, until **you** are reimbursed for any **damage** that **you** sustain that exceeds the Limit of Insurance;
 - b. then to us, until we are reimbursed for the settlement made.
2. Recoveries do not include any recovery:
- a. from insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or
 - b. of original **securities** after duplicates of them have been issued.

M. Valuation - Settlement

- 1. Subject to the applicable Limit of Insurance provision we will pay for:
 - a. **damage to Money** for not more than its face value. In the event of **damage to Money** before the amount has been counted and recorded by **you**, payment shall not exceed such amount as is corroborated by reasonable estimates satisfactory to us.
 - b. **damage of Securities** for not more than their value at the close of business on the day the **damage** was discovered. We may, at our option:
 - (1) pay the value of such **Securities** or replace them in kind, in which event **you** must assign to us all **your** rights, title and interest in and to those **Securities**;
 - (2) pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the **Securities**. However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the
 - (a) value of the **Securities** at the close of business on the day the **damage** was discovered; or
 - (b) Limit of Insurance.

- c. **damage to Blanket Dental Practice Personal Property** other than **Money** and **Securities** or **damage** to the premises for not more than the:

- (1) actual cash value of the property on the day the **damage** was discovered;
- (2) cost of repairing the property or premises; or
- (3) cost of replacing the property with property of like kind and quality.

We may, at our option, pay the actual cash value of the property or repair or replace it.

If we cannot agree with **you** upon the actual cash value or the cost of repair or replacement, the value or cost will be determined by arbitration.

- 2. We may, at our option, pay for **damage**:
 - a. in the **Money** of the country in which the **damage** occurred; or
 - b. in the United States of America dollar equivalent of the **Money** of the country in which the **damage** occurred determined by the rate of exchange on the day the **damage** was discovered.
- 3. In compliance with Title 1 of the Employee Retirement Income Security Act of 1974, or any of its amendments, payment by us under this Coverage Part to the first **named insured** shall be held for the use and benefit of any Welfare or Pension plans sustaining **damage**. If **Money, Securities or Blanket Dental Practice Personal Property** of two or more Welfare or Pension plans are commingled, recovery under this Coverage Part for **damage** to such **Money, Securities or Blanket Dental Practice Personal Property** shall be shared by such plans on a pro rata basis in accordance with the amount of coverage each plan is required to carry by the act.
- 4. Any property that we pay for or replace becomes our property.

CLAIMS MADE

SPECIAL EXTRA EXPENSE COVERAGE ENDORSEMENT

HEALTH CARE PROVIDER

IMPORTANT NOTICE

COVERAGE UNDER THIS ENDORSEMENT ONLY APPLIES IF (1) YOU FIRST TEST HIV POSITIVE DURING THIS COVERAGE PERIOD, (2) THE CLAIM IS REPORTED TO US DURING YOUR LIFETIME AND (3) THE CLAIM IS ALSO REPORTED TO US DURING THIS COVERAGE PERIOD, UNLESS THE CLAIM REPORTING PERIOD HAS BEEN EXTENDED UNDER CONDITION VI. B.

PLEASE READ THIS ENDORSEMENT CAREFULLY TO SEE WHAT OTHER LIMITATIONS AND CONDITIONS MAY APPLY TO YOUR CLAIM.

I. COVERAGE AGREEMENT

We agree with You to pay the Amount of Extra Expense Coverage as a result of You as a Named Insured testing positive for Human Immunodeficiency Virus, hereinafter referred to as "HIV", during the Coverage Period subject to the following terms and conditions. This must be the first time You tested positive for HIV.

II. AMOUNT OF EXTRA EXPENSE COVERAGE

The amount we will pay You under this endorsement shall be as follows:

Physicians, Surgeons & Dentists named on the Declarations	\$150,000 per named insured
All other health care providers named on the Declarations	\$ 25,000 per named insured

The payment of this amount shall exhaust coverage under this endorsement, and no further amounts shall be recovered.

Upon receipt of proof of loss and verification by us, we shall pay the applicable sum due to You.

III. ENDORSEMENT EXCLUSIONS

We will not pay, under this Coverage for any claim arising out of:

- A. **Clinical Testing** with a positive result for HIV prior to the effective date of this endorsement.
- B. Any act by You where You intentionally infect **yourself** with HIV.
- C. Taking drugs or narcotics that are not lawfully available unless prescribed by a qualified practitioner other than **yourself** and taken in accordance with the prescription.

CLAIMS MADE

IV. ADDITIONAL POLICY EXCLUSIONS

We agree with You that when a claim is reported under this endorsement or under any Special Extra Expense Coverage Endorsement on a preceding policy, the policy to which this endorsement is attached is amended to include the following additional exclusion:

We will not defend or pay under this Coverage Part for injury or damage resulting from the transmission by You of the Human Immunodeficiency Virus, "HIV", or any sickness, illness, disease or death at any time resulting therefrom which is contributed to, caused or exacerbated by the HIV.

V. DEFINITIONS

- A. "You" for purposes of this endorsement means the Health Care Provider specifically named in the Declarations. "You" does not mean any locum tenens.

"You" does not include anyone for whose professional acts or omissions You are legally responsible unless specifically named in the Declarations.

- B. "Coverage Period" for purposes of this endorsement is the Policy Term or Period shown in the Declarations. If this endorsement is issued after the inception of the Policy Term or Period, the effective date of this endorsement shall be the effective date stated at the end of this endorsement.

- C. "Clinical Testing" shall mean a blood specimen drawn from You by a qualified laboratory during the Coverage Period, the results of which shall be determined by accepted clinical practice prevailing at the time of diagnosis.

A positive result for HIV must be established by a double positive enzyme-linked immunosorbent assay test and confirmed by a positive Food and Drug Administration approved Western Blot assay test, or by a positive result under an HIV test that is considered reliable by the Federal Centers for Disease Control.

VI. CONDITIONS

- A. A claim under this endorsement is considered reported when You give written notice to us by registered or certified mail during Your lifetime of the positive result of a Clinical Testing diagnosing HIV during the Coverage Period, and supply a copy of the diagnosis and test results. This notice must be received by us within sixty (60) days of the date of the Clinical Testing. You must also complete the Special Extra Expense Coverage Questionnaire supplied by us.
- B. Any claim reported to us outside of this Coverage Period will not be valid under this endorsement, except in the event that You have sent a blood specimen, drawn before or on the expiration date, for Clinical Testing, and such results of this Clinical Testing are unknown at the expiration date of coverage under this endorsement. In such an event You shall have thirty (30) days after the expiration date in which to report a claim under this endorsement in writing to us.
- C. Reporting a claim under this endorsement shall give us the right of access to all Your personal medical records, tests and reports, wherever located. Failure to provide access to this information shall be deemed a waiver of right to benefits under this endorsement.

CLAIMS MADE

- D. If a claim is reported under this endorsement, we shall have the right to require such further **Clinical Testing** as may be necessary, at a qualified laboratory of our choice, to confirm the diagnosis, such tests to commence within a reasonable period of time after the claim is reported. If the HIV diagnosis is confirmed, the Amount of Extra Expense Coverage will be paid to You by us after receipt of such confirmation.
- E. When a claim is reported under this endorsement and the policy to which this endorsement is attached is amended by Section IV, ADDITIONAL POLICY EXCLUSION, an unlimited extension of the claim reporting period is provided for HIV claims arising out of medical professional services rendered prior to the date a claim is reported under this endorsement and subsequent to the Prior Acts date stated on the Declarations.

The Limits of Liability applicable to this claim reporting period shall be equal to the Limits of Liability stated on the Declarations.

VII. CANCELLATION OR NON-RENEWAL

If the policy to which this endorsement is attached is canceled or non-renewed then the coverage under this endorsement shall terminate at the same date as the policy non-renewal or termination date. In such circumstance, in the event that the results of a **Clinical Testing** on blood drawn during the **Coverage Period** and before the cancellation or non-renewal date are unknown at the cancellation or non-renewal date of this endorsement, You shall have an additional thirty (30) days after the cancellation or non-renewal date of this endorsement, You shall have an additional thirty (30) days after the cancellation or non-renewal date of this endorsement in which to make a written report of a claim to us.

Any blood drawn from You for **Clinical Testing** after the cancellation or non-renewal date is excluded as the basis of a claim under this endorsement.

This endorsement is a part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

<i>Must Be Completed</i>		<i>Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy</i>	
ENDT. NO.	POLICY NO.	<div style="display: flex; justify-content: space-between;"> ISSUED TO EFFECTIVE DATE OF THIS ENDORSEMENT </div>	

Countersigned by _____
Authorized Representative

**Washington Amendatory Endorsement
PROFESSIONAL LIABILITY COVERAGE PART**

Dentists/Oral Surgeons

We agree with **you** that Section I. **COVERAGE AGREEMENTS**, is amended as follows:

1. The last paragraph of sub-item 4., is deleted and replaced with the following:

The duty to defend ends by payment of the policy limits pursuant to, or in furtherance of, a judgement or settlement with, or on behalf of, the injured party, or by consent of the insured. We have no duty to and will not defend any **claims** not covered by this Coverage Part.

2. Sub-item 5., is amended to include the following:

5. We will also provide defense coverage if **you** become subject to a state regulatory "civil" investigation. This investigation must be the outcome of **injury** or **damage** resulting from a **dental incident** otherwise covered under this policy. In such case, we will pay **your** attorney fees, costs, expenses and select legal counsel.

You must provide us with written notice of any state regulatory authority investigation:

- a. within the current policy period, plus five (5) days mailing time; and
- b. within 30 days after **you** have received notice of any investigation by the state regulatory authority.

Your failure to comply with the above reporting conditions will make this endorsement voidable at our sole option.

All other provisions of this policy remain unchanged.

Insured Name

Policy Number

Effective date of this endorsement

Countersigned By: _____
Authorized Agent



For All the Commitments You Make®

INSURANCE COVERAGE COMMON POLICY CONDITIONS

I. Policy Period; Coverage Territory

We are providing insurance under this policy:

- A. beginning at 12:01 A.M. and ending at 12:01 A.M. during the policy period shown on the Declarations; and
- B. including any prior acts period if stated on the Declarations as applicable;
- C. within the **coverage territory**.

II. Your Duties As The First Named On The Declarations

When there are more than one of **you** named in this policy, the first of **you** named, on behalf of all others, will be:

- A. authorized to make changes in the terms of this policy with our consent;
- B. the payee of any premiums we refund;
- C. responsible for:
 - 1. the payment of all premiums due;
 - 2. keeping records of the information we need for premium computation, and sending us copies at such times as we may request; and
 - 3. notifying us that **you** want to cancel this policy.

III. Your Duties

If there is a **claim** or **you** reasonably think there will be, **you** must do the following:

- A. notify us and **your** insurance agent in writing as soon as possible;
- B. specify the names and addresses of the injured people and any witnesses. Provide us with information on the time, place and nature of the event;

C. immediately forward all documents which **you** receive in connection with the **claim** to us;

D. fully cooperate with us or our designee in the making of settlements, the conduct of suits or other proceedings, enforcing any right of contribution or indemnity against another who may be liable to **you** because of **injury** or **damage**. **You** shall attend hearings and trials, assist in securing and giving evidence, and obtaining the attendance of witnesses; and

E. refuse, except at **your** own cost to voluntarily make any payment, assume any obligation or incur any expense other than reasonable medical expenses incurred at the time of the event.

IV. Separation of Insureds

This policy applies separately to each of **you** against whom a **claim** is brought except with respect to:

- A. the limits of liability; and
- B. any of **your** duties as the first named on the Declarations

V. Inspections and Surveys

We have the right but are not obligated to:

- A. make inspections and surveys at any time;
- B. Give **you** reports on the conditions we find;
- C. recommend changes; or
- D. conduct loss control and prevention activity.

Any inspections, surveys, reports, or recommendations relate only to insurability and the premiums to be charged. We do not:

- A. make safety inspections;

- B. undertake to perform the duty of any entity to provide for the health and safety of workers or the public; nor
- C. warrant that conditions:
 - 1. are safe or healthful; or
 - 2. comply with laws, regulations, codes or standards.

This provision applies not only to us, but also to any rating, advisory, rate service, or similar organization which makes insurance inspections, surveys, reports, recommendations, or gives loss control or prevention advice.

VI. Examination of Your Books and Records

We may examine and audit **your** books and records as they relate to this policy at any time during the policy period and up to 3 years afterward.

VII. Changes

Notice to any of our agents or knowledge possessed by any such agent or any other person shall not act as a waiver or change in any part of this policy. It also will not prevent us from asserting any rights under the provisions of this policy. None of the provisions of this policy will be waived, changed or modified except by written endorsement issued to form a part of this policy.

VIII. Transfer of Interest

You must first obtain our written consent to transfer or assign this policy. If **you** die, the policy will continue for the remaining part of the policy period; first, for the benefit of **your** legal representative while acting within their duties as such, and second, for the benefit of anyone having proper temporary custody of **your** property until a legal representative is appointed.

IX. Concealment, Misrepresentation, Fraud

This policy is void in any case of fraud by **you** relating to it. It is also void if **you** intentionally conceal or misrepresent a material fact or circumstance concerning:

- A. this policy;
- B. any covered property; or
- C. **your** interest in the covered property or this insurance.

X. Other Insurance

If **you** have other insurance which applies to the loss, the other insurance must pay first. It is the intent of this policy to apply to the amount of loss which is more than the limit of liability of the other insurance. We will not pay more than our limit of liability.

XI. Insurance Under More Than One Coverage

If more than one of this policy's coverages apply to the same **injury** or **damage**, we will not pay more than the limit of liability applicable to the most specifically described coverage, or, the actual amount of the **injury** or **damage**, whichever is less.

XII. Transfer Of Rights Of Recovery

If any entity for whom we make payment under this policy has rights to recover amounts from another, those rights are transferred to us to the extent of our payment. That entity must do everything necessary to secure our rights and must do nothing after **injury** or **damage** to impair them.

XIII. Legal Action Limitation

You may not bring any legal action against us concerning this policy until:

- A. **you** have fully complied with all the provisions of this policy; and
- B. the amount of **your** obligation to pay has been decided. Such amount can be set by judgment against **you** after actual trial or by written agreement between **you**, us and the claimant.

Any entity, or their legal representative, is entitled to recover under this policy after they have secured a judgment or written agreement. Recovery is limited to the extent of the insurance afforded by this policy. No entity has any right under this policy to include us in any action against **you** to determine **your** liability, nor will we be brought into such an action by **you** or **your** representative. If **you** or **your** estate becomes bankrupt or insolvent, it does not change any of our obligations under this policy.

XIV. Premium

All premium charges under this policy will be computed according to our rules and rating plans which apply at the inception of the current policy period. Premiums for this policy are payable to us in advance. They may be paid to us or our authorized representative. The first premium is due on the inception date of the policy.

You must keep accurate records of the information we will need to compute your premium. You agree to send us these records at the end of each policy period, or any other time we request them.

XV. Non-renewal

We can non-renew this policy by giving written notice to the first of you named on the Declarations, at your last known address, at least 30 days before the expiration date.

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

XVI. Cancellation

This policy can be canceled by either the first of you named on the Declarations or us.

A. The first of you named can cancel this policy at any time. To do so, you must:

1. return the policy to us or any of our authorized representatives; or
2. mail a written notice to us, telling when the cancellation is to be effective.

We must receive the policy or written notice before the cancellation date.

B. We can cancel this policy by giving written notice to the first of you named on the Declarations, at your last known address at least:

1. 10 days, if we cancel for non-payment of premium; or
2. 30 days, if we cancel for any other reason;

before the effective date of cancellation.

C. Notice of cancellation will state the effective date of cancellation. This policy will end on that date.

D. If we cancel, the refund will be pro-rata. If you cancel, the refund may be less than pro-rata. The cancellation will be effective even if we have not made or offered a refund.

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

XVII. Your Right to Claim Information

We will provide you with the following information relating to this and any preceding policy we have issued to you during the previous three years:

- A. A list or other record of each claim, not previously reported to any other insurer, of which we were notified in accordance with these policy Conditions. We will include the date and brief description of the claim if that information was in the notice we received.
- B. A summary by policy year, of payments made and amounts reserved, stated separately, for each Aggregate Limit of Liability shown on the Declarations.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

You must not disclose this information to any claimant or their representative without our written consent.

If we cancel or elect not to renew this policy for any reason other than non-payment of premium, we will provide such information no later than 30 days before the date of policy termination. In other circumstances, we will provide this information only if we receive a written request from you within 60 days after the end of the policy period. In this case, we will provide this information within 45 days of receipt of the request.

We compile claim information for our own business purposes and exercise reasonable care in doing so. In providing this information to you we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on your behalf. Cancellation or non-renewal will be effective even if we inadvertently provide inaccurate information.

XVIII. Definitions

If any of the following terms are used in this policy, they will only have the meaning shown.

"Advertising Injury" means injury arising out of one or more of the following:

- A. oral or written publication of material that:
 - 1. slanders or libels an entity or disparages an entity's goods, products or services; or
 - 2. violates an entity's right of privacy;
- B. misappropriation of advertising ideas or style of doing business; or
- C. infringement of copyright, title or slogan.

"Anti-trust law" means those laws listed in:

- A. Title 15, Section 12, of the United States Code;
- B. the Federal Trade Commission Act; and
- C. any similar state law.

"Auto" means a land motor vehicle, trailer or semi-trailer designed for use on public roads. Any attached apparatus or machinery is included. Mobile equipment is not included.

"Claim Expenses" means:

- A. fees charged by an attorney we designate; and
- B. all other fees, costs and expenses which result from the investigation, adjustment, defense and appeal of a claim.

These expenses must be incurred by us or by you with our prior written consent.

"Claim Expenses" does not include:

- A. salary charges of our regular employees or Company officials; or
- B. fees and expenses of independent adjusters.

"Coverage Territory" means:

- A. the United States of America, including its territories and possessions;
- B. Puerto Rico; and
- C. Canada.

"Damage" means:

- A. physical injury to tangible property, including all resulting loss of use of that property; or
- B. loss of use of tangible property that is not physically injured.

"Hazardous Properties" includes radioactive, toxic or explosive properties.

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

"Impaired Property" means tangible property other than **your product** or **your work** that cannot be used or is less useful because:

- A. it incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
- B. **you** have failed to fulfill the terms of a contract or agreement;
if such property can be restored to use by:
 - A. the repair, replacement, adjustment or removal of **your product** or **your work**; or
 - B. **your** fulfilling the terms of the contract or agreement.

"Injury" means bodily injury, sickness, disease, mental or emotional distress sustained by a person. Also included is death at any time as a result.

"Insured Contract" means:

- A. a lease of premises;
- B. a sidetrack agreement;
- C. an easement or license agreement except in connection with construction or demolition operations on or within 50 feet of a railroad;
- D. an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality.
- E. an elevator maintenance agreement; or
- F. the part of any other contract or agreement pertaining to **your** business, including an indemnification of a municipality in connection with work performed for a municipality, under which **you** assume the tort liability of another party to pay for injury or damage to a third party if the contract or agreement is made prior to the injury or damage.

"Insured Contract" does not mean that part of any contract or agreement:

- A. that indemnifies an entity for **injury** or **damage** arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing;
- B. that indemnifies an architect, engineer or surveyor for **injury** or **damage** arising out of:
 - 1. preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the **injury** or **damage**;
- C. under which **you**, if an architect, engineer or surveyor, assumes liability for an **injury** or **damage** arising out of **your** rendering or failure to render professional services, including those listed above and supervisory, inspection or engineering services; or
- D. that indemnifies any entity for damage by fire to premises rented or loaned to **you**.

"Loading or unloading" means the handling of property:

- A. after it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or **auto**;
- B. while it is in or on an aircraft, watercraft or **auto**; or
- C. while it is being moved from an aircraft, watercraft or **auto** to the place where it is finally delivered.

"Loading or unloading" does not mean the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or **auto**.

"Mobile Equipment" means any land vehicles, including any attached machinery or equipment:

- A. designed for use primarily off public roads;
- B. maintained for use solely on or next to premises **you** own or rent;
- C. that travels on crawler treads;

D. maintained primarily to provide mobility to:

- 1. road construction or resurfacing, or other construction equipment, whether or not self-propelled; or
- 2. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment, or devices used to raise or lower workers, if not self-propelled; or

E. not described in A. through D.1 maintained primarily for purposes other than to carry persons or cargo.

"Mobile Equipment" does not mean self-propelled vehicles:

- A. described in subparagraph D.2 of the definition of mobile equipment; nor
- B. equipment designed primarily for:
 - 1. snow removal;
 - 2. road maintenance, other than construction or resurfacing; or
 - 3. street cleaning;

"Named Insured" means the entity named on the Declarations of this policy as the **named insured**.

"Non-owned Auto" means an **auto** not owned, registered, hired, leased or loaned to **you**.

"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 **your** custody 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**.

Nuclear Facility also includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

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

With respect to **injury** to or destruction of property, the word **injury** or "destruction" includes all forms of radioactive contamination of property or loss of use.

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and **waste**. **Waste** includes materials to be recycled, reconditioned or reclaimed.

"Pollution" means the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants;

- A. at or from any premises, site or location;
 - 1. which is or was at any time:
 - a. owned, occupied, rented or loaned to **you**; or
 - b. used by or for any of **you** or others for the handling, storage, disposal, processing or treatment of **waste**.
 - 2. on which any of **you** or any contractors or subcontractors working directly or indirectly on **your** behalf are performing operations:
 - a. if the **pollutants** are brought on or to the premises, site or location in connection with such operations by **you**, any contractor or subcontractor; or
 - b. if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to , or assess the effects of **pollutants**;
- B. which are or were at any time transported, handled, stored, treated, disposed of, or processed as **waste**

by or for any of **you** or anyone for which **you** may be legally responsible.

"Pollution" does not mean heat, smoke or fumes from a **hostile fire**.

"Products/Completed Operations Hazard" means **injury** or **damage** that happens away from premises **you** own or rent and arising out of **your products** or **your work**, except:

- A. products that are still in **your** physical possession; or
- B. work that has not yet been completed or abandoned.

"Source Material", **"Special Nuclear Material"**, and **"By-product Material"** have the meanings given them in the Atomic Energy Act of 1954 or any of its amendments.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**.

"Tort liability" means a liability that would be imposed by law in the absence of any contract or agreement.

"Waste" means any **waste material**:

- A. containing **by-product material** other than the tailings or **wastes** produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content; and
- B. resulting from the operation by an entity of any **nuclear facility** included under the first two paragraphs of the definition of **nuclear facility**.

"Your Premises" means

- A. the location described on the Declarations of this policy;
- B. any additional premises, used for business purposes, which may become insured under this policy, up to a maximum of 30 days;
- C. approaches immediately adjoining such premises.

"Your product" means:

- A. any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by;

1. **you**;
 2. others trading under **your** name;
or
 3. an entity whose business or
assets **you** have acquired; and
- B. containers, other than vehicles,
materials, parts, or equipment
furnished in connection with such
goods or products;
 - C. warranties or representations made
at any time with respect to the
fitness, quality, durability or
performance of any of the items
listed above; or
 - D. the providing of or failure to provide
warnings or instructions.

"Your product" does not include vending
machines or other property rented to or
located for the use of others but not sold.

"Your work" means:

- A. work or operations performed by **you**
or on **your** behalf; and
- B. materials, parts or equipment
furnished in connection with such
work or operations;
- C. warranties or representations made
at any time with respect to the
fitness, quality, durability or
performance of any of the items
listed above; or
- D. the providing of or failure to provide
warnings or instructions.

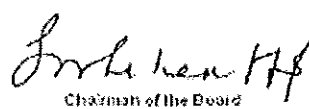
"Your work" will be considered
completed, when, at the earliest of the
following times:

- A. all of the work called for in **your**
contract has been completed;
- B. all of the work to be done at the site
has been completed if **your** contract
calls for work at more than one site;
or
- C. that part of the work to be done at a
job site has been put to its intended
use by any entity other than another
contractor or subcontractor working
on the same project.

Work that may need service,
maintenance, correction, repair or
replacement, but which is otherwise
complete, will be treated as completed.

This hazard does not include **injury** or
damage arising out of:

- A. the transportation of property, unless
the **injury** or **damage** arises out of a
condition in or on a vehicle created
by its **loading** or **unloading**;
- B. the existence of tools, uninstalled
equipment or abandoned or unused
materials; or
- C. products or operations for which the
classification in this Coverage Part or
in our manual of rules, includes
products or completed operations.


Chairman of the Board


Secretary

**PROFESSIONAL LIABILITY COVERAGE PART
DENTISTS/ORAL SURGEONS
CLAIMS-MADE**

YOUR PROFESSIONAL LIABILITY INSURANCE IS WRITTEN ON A "CLAIMS-MADE" BASIS AND PROVIDES COVERAGE FOR THOSE CLAIMS WHICH ARE THE RESULT OF DENTAL INCIDENTS HAPPENING SUBSEQUENT TO THE PRIOR ACTS DATE, IF ANY, STATED ON THE DECLARATIONS AND WHICH ARE FIRST MADE AGAINST YOU WHILE THIS INSURANCE IS IN FORCE. NO COVERAGE EXISTS FOR CLAIMS FIRST MADE AGAINST YOU AFTER THE END OF THE POLICY PERIOD UNLESS, AND TO THE EXTENT, AN EXTENDED REPORTING PERIOD APPLIES.

We are the stock insurance company named on the Declarations. Throughout this policy the words we, us and our refer to the company providing this insurance. We agree with **you** as follows:

I. COVERAGE AGREEMENTS

We will pay all amounts up to the limit of liability, which **you** become legally obligated to pay as a result of **injury or damage**. We will also pay **claim expenses**. The **injury or damage** must be caused by a **dental incident** arising out of the supplying of or failure to supply **professional services** by **you** or anyone for whose professional acts or omissions **you** are legally responsible.

The **dental incident** as described above must happen on or after the **prior acts date** and **claim** therefore must be first made before the end of the policy period stated on the Declarations of this policy.

We have the right and will defend any **claim**. We will:

1. do this even if any of the charges of the **claim** are groundless, false or fraudulent;
2. investigate any **claim** as we feel appropriate;
3. negotiate and settle any **claim**; and
4. not settle any **claim** without **your** consent, which will not be unreasonably withheld. If **your**

consent is being withheld, at our expense, we may request that a neutral Arbitrator decide whether **your** consent has been unreasonably withheld. The decision of the Arbitrator shall be binding. The selection of the Arbitrator, and the rules governing the arbitration, shall be determined according to rules promulgated by the American Arbitration Association. A finding by the arbitrator that consent has been unreasonably withheld will authorize the company to settle the **claim**.

Our payment of the limit of liability ends our duty to defend or settle.

We have no duty to and will not defend any **claims** not covered by this Coverage Part.

5. We will also provide defense coverage if **you** become subject to a state regulatory "civil" investigation. This investigation must be the outcome of **injury or damage** resulting from a **dental incident** otherwise covered under this policy. In such case, we will pay **your** attorney fees, costs, expenses and we will select legal counsel.

You must provide us with written notice of any state regulatory authority investigation:

1. within the current policy period; and
2. within 30 days after **you** have received notice of any investigation by the state regulatory authority.

II. EXCLUSIONS

We will not defend, or pay, under this Coverage Part for:

A. injury to:

1. an employee of **yours** arising out of and in the course of employment by **you**; or
2. the spouse, child, parent, brother, or sister of that employee as a consequence of 1. above.

This exclusion applies:

1. whether **you** may be liable as an employer or in any other capacity; and
2. to any obligation **you** have to indemnify some other entity because of such **injury**.

This exclusion does not apply:

1. to liability **you** assume under an **insured contract**; or
2. to a **claim** resulting from immediate dental care given to an employee after the **injury** and/or to a **dental incident** arising from **your professional services** to any employee.

B. any amounts **you** or any entity must pay under any unemployment or Workers' Compensation, disability benefits, or other similar law;

C. any liability **you** assume under any contract or agreement. This exclusion does not apply to:

1. liability that **you** would have in the absence of the contract or agreement;

2. liability **you** assume in a contract with:

- a. Health Maintenance Organizations;
- b. Preferred Provider Organizations;
- c. Independent Practice Associations; or
- d. Any other similar organization;

but only as respects **professional services** provided by **you**;

3. **professional services** rendered as a dentist under contract or agreement with a dentist or a provider of dental **professional services**; or

4. a warranty of fitness or quality of any therapeutic agents or supplies **you** have furnished or supplied in connection with treatment **you** have performed;

D. **injury or damage** resulting from a **dental incident** which is also a willful violation of a statute, ordinance or regulation imposing criminal penalties;

We will defend any civil suit against **you** seeking amounts which would be covered if this exclusion did not apply. In such case, we will pay only the fees, costs, and expenses of such defense;

E. any liability **you** have as a proprietor, superintendent, director, administrative or executive officer of any:

1. hospital, nursing home or sanitarium;
2. clinic with bed and board facilities; or
3. laboratory or business.

This exclusion does not apply to

your professional liability arising out of laboratory facilities:

1. **you** maintain for testing of **your** own patients; or
2. necessary to the practice of **your** specialty;

F. any **injury**, sickness, disease, death or destruction:

1. with respect to which **you** are also an insured under a Nuclear Energy Liability Policy issued by:
 - a. Nuclear Energy Liability Insurance Association;
 - b. Mutual Atomic Energy Liability Underwriters; or
 - c. Nuclear Insurance Association of Canada,

or would be an insured under any such policy if it had not terminated due to exhaustion of its limit of liability; or

2. resulting from the **hazardous properties of nuclear material** and with respect to which:

- a. any entity is required to maintain financial protection pursuant to the Atomic Energy Act of 1954 or any of its amendments; or
- b. **you** are, or had this policy not been issued would be, entitled to indemnity from the United States of America or any of its agencies, under any agreement entered into by the United States of America or any of its agencies with any entity;

3. resulting from the **hazardous properties of nuclear material** if:

a. the **nuclear material**:

1. is at any **nuclear facility** owned or

operated by or on **your** behalf;

2. has been discharged or dispersed therefrom;
3. is contained in **spent fuel or waste** at anytime possessed, handled, used, processed, stored, transported or disposed of by or on **your** behalf; or

b. the **injury**, sickness, disease, death or destruction arises out of the furnishing by **you** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**. If such facility is within the **coverage territory**, this subparagraph 3.b. applies only to **injury** to or destruction of property at such **nuclear facility**;

G. any fines, penalties, sanctions, government payments or the return or withdrawal of fees for patient treatment or any multiplication of amounts payable under this policy imposed by law;

H. a **dental incident** resulting from **professional services** by any dentist who is not an **insured dentist**. This exclusion does not apply, however, to any liability **you** may have as a result of such **dental incident**;

I. **injury or damage you** expected or intended, or which a reasonable person could have expected;

This exclusion does not apply to **injury** resulting from the use of reasonable force to protect persons or property.

J. any **claim** arising out of actual or alleged involvement in any:

1. **anti-trust law** violation; or
2. agreement or conspiracy to restrain trade;

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

K. **injury or damage** arising out of **pollution or pollutants**;

This exclusion also applies to:

1. Any loss, cost or expense arising out of any:
 - a. request, demand or order that **you** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
 - b. **claim** by or on behalf of a governmental authority for amounts because of testing for, monitoring, cleaning up removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**;

L. any **claim**:

1. arising out of a **dental incident** which happened:
 - a. prior to the **prior acts date** of this policy;
 - b. after the **prior acts**

date if, on the inception date of this policy, **you** knew or had been told that it would result in a **claim**; or

2. which on the inception date of this policy is the subject of a:

- a. reported **dental incident**;
- b. pending **claim** or proceeding; or
- c. which is a paid **claim**.

M. **injury or damage** for which **you** may be held liable as a result of loss of use of tangible property which has not been physically injured or destroyed if:

1. a delay in or lack of performance has been caused by or on **your** behalf under any contract or agreement; or
2. **your products** or work completed on **your** behalf do not meet the standards **you** have warranted or represented;

We will cover loss of use of other tangible property if:

1. the loss results from a sudden and accidental physical **damage** or destruction of **your products** or work completed by or on **your** behalf; and
2. the products or work has been put to use by an entity other than **you**;

N. amounts claimed as a result of the withdrawal, inspection, repair, replacement, or loss of use of **your products**. This also applies to work completed by or for **you**, and any property of which **your products** form a part. This exclusion only applies if the withdrawal from the market or use is due to a known or suspected defect or deficiency;

- O. any **claim** made against **you**, or any person for whose acts or omissions **you** are legally responsible, for any act of sexual intimacy, sexual molestation or sexual assault or any act similarly defined.

We will defend any civil suit against **you** seeking amounts which would be covered if this exclusion did not apply. In such case, we will pay only the fees, costs and expenses of such defense.

- P. a **dental incident** involving:
1. **you**, if at the time of the **dental incident**, **you** knew **your** state license (permanent or provisional) was suspended, revoked, terminated, not issued or fraudulently obtained, or restricted or on probationary status with respect to the specific **professional services** upon which the **claim** is based; or
 2. the prescribing or dispensing of controlled substances by **you** or anyone for whose acts **you** are legally responsible if the required license or registration to prescribe or dispense such controlled substances was not in effect.

III. LIMITS OF LIABILITY

A. Each Claim

The limit of liability stated for each **claim** is the limit of our liability for all **injury** or **damage** arising out of, or in connection with, the same or related **dental incident**.

B. Aggregate

Subject to provision A. above, the total limit of our liability for all **injury** or **damage** shall not exceed the limit of liability stated as aggregate. All **dental incidents** for which **claims** are made during the policy period are included. The aggregate limit of liability applies to each annual policy period.

C. Claim Expenses

Claim expenses are in addition to our limit of liability.

- D. All **claims** whenever made, shall be considered first made during the policy period in which the earliest **claim** arising out of such same or related **dental incident** was made, and all such **claims** shall be subject to the same limit of liability.

- E. The limits of liability shall apply separately to each of **you**.

IV. DEFINITIONS

"**Claim**" means the receipt of a demand for money or services, naming **you** and alleging a **dental incident**.

"**Claim**" also means a **dental incident** which **you** report to us during the policy period which might result in a **claim**. The report of such **dental incident** must include:

- A. the date, time and place of the incident;
- B. what happened and what **professional services** **you** performed;
- C. the type of **claim** **you** anticipate; and
- D. the name and address of the injured party, and of any witnesses.

All **claims** arising out of the same **dental incident** will be considered as having been made at the time the first report was made.

"**Damage**" means:

- A. partial or total physical **damage** to tangible property. Such **damage** must happen on or after the **prior acts date** and during the policy period prior to expiration. Loss of use of damaged property is also included;
- B. loss of use of undamaged property. This loss of use must be caused by a **dental incident** during the policy

period.

"Dental Incident" means any act, error or omission in the supplying of or failure to supply **professional services** by **you**. This includes **your** responsibility for anyone acting under **your** direction or control, or for whose acts **you** are legally liable. We also include **your professional services** as a member of a formal accreditation, standards review or other professional board or committee related only to a professional dental society or a hospital.

"Extended Reporting Period" means the time after the policy period, for reporting **claims** due to a **dental incident**. The **dental incident** must occur on or after the **prior acts date** and before the end of the policy period.

"Independent Contractor" means a person or entity who would be classified as such under the IRS definition.

"Injury" as defined in the General Conditions, shall also include the following:

- A. malicious prosecution;
- B. false arrest, detention, imprisonment;
- C. wrongful entry or eviction or other invasion of the right of private occupancy;
- D. a violation of an individual's right to privacy;
- E. oral or written publication of material that:
 - 1. slanders or libels an entity or disparages an entity's goods, products or services; or
 - 2. violates a person's right of privacy;
- F. the performance of or failure to perform autopsies;
- G. testimony given at or arising out of inquests; and
- H. **advertising injury**.

"Insured Dentist" means the dentist named on the Declarations.

"Nuclear Material" means **source material, special nuclear material or by-product material**.

"Prior Acts date" means the date stated on the Declarations that is either:

- A. a date concurrent with the effective date of the policy; or
- B. a particular date other than the effective date of the policy upon which we and **you** agree that policy coverage will be applicable.

"Professional Services" means those services for which **you** are licensed, trained and qualified to perform in **your** profession as a dentist. **Professional Services** also includes **your** activities as a member of a formal accreditation, standards review or other professional board or committee related only to a professional society or hospital.

"Retire" means the complete withdrawal from the practice of dentistry.

"Totally and permanently disabled" means that **you** have become so disabled, as a result of **injury** or disease, as to be wholly prevented from performing work or engaging in **your** own occupation for remuneration or profit. Such a condition must have existed continuously for not less than six months and must be expected to be continuous and permanent.

"You" or "Your" means:

- A. the entity named on the Declarations of this policy as the **named insured**;
- B. any dentist who becomes a partner, stockholder, or employee during the policy period provided that within 30 days after becoming a stockholder, partner, or employee:
 - 1. **you** notify us of such appointment, election, ownership, or employment;
 - 2. on the date **you** notify us, all

other dentists who are partners, officers, shareholders, or employees are named in this policy; and

3. such dentist immediately submits a completed application to us which we approve;
- C. any of **your** employees other than a dentist, but only while acting within the scope of their duties as such; or
- D. any **independent contractor** dental hygienist of a **named insured**, but only while acting within the scope of one's duties related to the practice of **your** profession under sole direction or supervision of the **named insured**.

V. EXTENDED REPORTING PERIOD

A. Termination

If this policy is terminated for any reason other than failure to pay the premium, if such unpaid premium is paid in full and **extended reporting period** premium is paid in advance, **you** have the right to an **extended reporting period**, except those defined under **you**, C. and D. above.

To use this right, **you** must:

1. write to us within 60 days of the termination telling us **you** want the extension; and
2. pay the premium to us promptly when due. The premiums will be developed from the rules, rates, and rating plans in effect at the inception of the last policy period.

B. Death, Disability, or Retirement

If **you**:

1. die or become **totally and permanently disabled** during the policy period; or
2. **retire** during the policy period

and are 55 years or older and have been continuously insured by us for at least the immediately preceding 5 years.

we will give **you** this **extended reporting period** coverage at no charge.

You or **your** estate must within 60 days after the end of this policy write to us telling us the coverage is wanted. We also require:

1. written proof of the date of **your** death; or
2. written proof of **your** total and permanent disability, including the date it occurred, certified by **your** attending physician.

You agree to submit to medical examination(s) by any physician(s) we designate if requested.

- C. The limits of liability stated under this policy at the time of termination, death, disability, or retirement will be the limits of liability applying to the **extended reporting period**.

A **prior acts date** once established cannot be changed except at **your** written request approved by us in writing prior to that change being effective.

VI. FIRST AID SUPPLEMENT

A. Coverage

We will reimburse **you** up to \$5,000 each person for reasonable **first aid expenses** incurred by **your** patients and paid by **you**, for emergency medical care caused by a **dental incident**. We will not make any payment under this supplement without **your** consent.

B. Exclusions

We will not pay for **first aid expenses**:

1. for services provided by:

- a. **you**; or
 - b. any entity under contract with **you**, to provide such services.
- 2. for any obligation **you** or any entity has under any unemployment or Worker's Compensation, Disability Benefits, or other similar law; or
 - 3. caused by the failure to render **professional services**.

C. Special Conditions/Definitions

- 1. As soon as practicable, the injured person, or someone on their behalf, shall give us written proof of **claim** for **first aid expenses**, under oath if required. If we request, the injured person shall execute authorization to enable us to obtain medical reports and copies of records. The injured person will also submit to physical examinations by physicians selected by us. The examinations will be made when, and as often as we may reasonably require.
- 2. We may pay the injured person, or any entity rendering the services. However, payment will not imply an admission of liability.
- 3. **First aid expenses** means medical aid at the time of the accident, and, if incurred within 12 months of the accident, necessary:
 - a. medical, surgical, x-ray and dental services, drugs, medical and surgical supplies, including prosthetic devices; and
 - b. ambulance, hospital, professional nursing and funeral services.

VII. SPECIAL CONDITIONS

The following Conditions apply in addition to the Common Policy Conditions.

A. Territory

This policy applies to **dental incidents** taking place anywhere in the world; provided, however, that **claim** is made and suit is brought against **you** in the **coverage territory**.

B. Your Duty

A **claim** for **injury or damage** is considered first made when **you** first receive notice of the **claim**. The notice must be given to us immediately and within the policy period or within 10 days after its expiration or termination. All **claims** arising out of the same **dental incident** will be considered as having been made at the time the first **claim** is made.

C. Liberalization

If we make any revision that would broaden the coverage under this Coverage Part without additional premium within 60 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

Attached to Policy Number: _____

WASHINGTON EMPLOYMENT PRACTICES LIABILITY
DEFENSE COVERAGE AMENDATORY ENDORSEMENT

IMPORTANT NOTICE: THIS AMENDATORY ENDORSEMENT IS WRITTEN ON A "CLAIMS MADE" BASIS AND, WITH RESPECT TO CLAIMS WHICH ARE FIRST MADE AGAINST YOU WHILE THIS POLICY IS IN FORCE OR DURING ANY APPLICABLE EXTENDED REPORTING PERIOD, ALLEGING WRONGFUL EMPLOYMENT PRACTICES, PROVIDES COVERAGE ONLY FOR CERTAIN DEFENSE COSTS. NO COVERAGE IS PROVIDED FOR AWARDS, JUDGMENTS, SETTLEMENTS OR OTHER MONETARY SUMS RELATED TO SUCH CLAIMS. READ ALL TERMS OF THIS AMENDATORY ENDORSEMENT CAREFULLY.

Prior Acts Date of this Amendatory Endorsement:			<u>(See Attached Dentist Schedule)</u>
Limits of Defense Coverage	\$25,000	Each Claim	
Payable By Us:	\$25,000	Annual Aggregate	
Co-Payment:	Per schedule under II. C.	Each Claim	

As a condition precedent to the availability of any defense coverage under this amendatory endorsement, the payment of the premium must be made when due. Subject to the terms of this amendatory endorsement, and the terms and conditions of the policy to which this endorsement is attached, we agree with **you** as follows:

I. COVERAGE AGREEMENTS

- A. We have the right to and will defend **you** and we will pay **claim expenses** incurred on **your** behalf in the defense of any **claim** not otherwise excluded under this coverage part, alleging a **wrongful employment practice** against **you** which has been asserted by an **employee** as a result of a **wrongful employment practice**, even if the **claim** is groundless, false or fraudulent, provided that at or prior to the **prior acts date** of this

amendatory endorsement **you** did not know, or could not have reasonably foreseen that such **wrongful employment practice** would give rise to a **claim**. In such case, we will pay, subject to the limits of defense coverage stated above, and **your** co-payment obligations described herein, and all other terms of this amendatory endorsement, the fees, costs and expenses of such defense. We will also select and assign defense counsel to defend the **claim** made against **you**.

- B. The **wrongful employment practice** must begin on or after the **prior acts date** of this amendatory endorsement and a **claim** must be first made against **you** after the **prior acts date** of this amendatory endorsement and reported to us prior to the end of the policy period stated on the policy Declarations and any applicable **extended reporting period**.
- C. All **claims**, whenever made, arising out of, or in connection with, the same or related **wrongful employment practices**, shall be considered to have been first made during the policy period in which the earliest **claim** arising out of such **wrongful employment practice** was made, and all such **claims** shall be subject to the same limits of defense coverage.
- D. We have no duty to defend **you** or to pay **claim expenses** which are excluded from coverage under this amendatory endorsement.
- E. After **you** report a **claim** to us alleging a **wrongful employment practice**, and subject to all other terms of this amendatory endorsement, we will appoint an attorney to defend **you**. The attorney assigned by us to defend **you** will continue to be paid by us, subject to **your** co-payment obligations described herein, until our payment of **claim expenses** equals the limits of defense coverage.
- F. Once our payment of **claim expenses** equals the limits of defense coverage, **you** will be responsible for the payment of all further fees and expenses, including those of any attorney who thereafter may represent **you**. If **you** choose either not to continue to be represented by the attorney we originally assigned to represent **you** or **you** fail to agree with that attorney on the payment of future fees and expenses, **you** will:

- 1. allow the attorney assigned by us to represent **you** to withdraw from representing **you**;
- 2. do nothing to impede or prohibit that attorney from withdrawing from **your** representation; and
- 3. cooperate with us and with that attorney to facilitate the withdrawal.

II. LIMITS OF DEFENSE COVERAGE

A. Each Claim

The "each **claim**" limit of defense coverage stated above is the maximum we will pay for all **claim expenses** arising out of, or in connection with, the same or related **wrongful employment practices**, regardless of the number of **you, claims** or claimants. The limit of defense coverage applicable to "each **claim**" applies collectively to all persons or entities covered under the definition of **you**. The "each **claim**" limit of defense coverage applies regardless of the number of persons or entities who are covered under this policy.

B. Annual Aggregate

The total limit of our liability for all **claim expenses** for which **claims** are made during the policy period shall not exceed the "annual aggregate" limit of defense coverage. The "annual aggregate" limit applies to each annual policy period. The "annual aggregate" limit of defense coverage applies collectively to all persons or entities covered under the definition of **you**, regardless of the number of persons or entities who are covered under the policy.

C. Co-Payment

You will share with us in the payment of all **claim expenses**, up to the applicable limits of defense coverage as follows:

<u>Claim Expenses</u>	<u>Your Co-payment</u>	<u>Our Payment</u>
% of each \$ of the First \$5000	0% \$0	100% \$5,000
% of each \$ of the Next \$30,000	33.33% \$10,000	66.67% \$20,000
Total \$35,000	\$10,000	\$25,000

You shall be billed directly for **your** co-payment and **you** agree to pay those amounts when due. **You** shall reimburse us within 30 days of notice of payment on **your** behalf by us for any amounts we have paid which are **your** co-payment obligation.

Failure to satisfy **your** co-payment obligation under this provision may result in cancellation of **your** coverage.

III. SPECIAL DEFINITIONS

The definitions set forth below, in addition to those definitions set forth in the policy, are applicable to this amendatory endorsement. To the extent there is any inconsistency between the definitions in the policy and the definitions of this amendatory endorsement, the definitions set forth below control, but only with respect to the coverage provided under this amendatory endorsement and for no other purposes whatsoever.

A. "Claim" means any:

1. demand for money or other relief by an **employee** naming **you** and alleging a **wrongful employment practice**;
2. proceeding initiated against **you** by an **employee** alleging a **wrongful employment practice** before any court, governmental body, or arbitrator or arbitration panel, which is legally authorized to render an enforceable civil judgment, award or order for money damages; or
3. proceeding initiated against **you** by an **employee** before the United States Equal Employment Opportunity Commission or other

state or local governmental body whose purpose is to address **wrongful employment practices**.

"**Claim**" does not include criminal:

1. charges;
2. indictments;
3. investigations; or
4. proceedings of any kind or nature.

B. "Claim Expenses" means:

1. fees charged by an attorney selected and assigned by us to defend **you**; and
2. all other reasonable fees, costs and expenses incurred or authorized by the attorney we select and assign to defend **you**, related to the investigation, adjustment and defense of a **claim**.

"**Claim Expenses**" shall not include:

1. any awards, judgments, settlements or other monetary sums, including, but not limited to, court costs or attorneys' fees, paid or payable to an **employee** in connection with or on account of a **claim**;
2. payment of insurance plan benefits claimed by or on behalf of retired **employees**, or that a claimant would have been entitled to as an **employee** had **you** provided the claimant with a continuation of insurance;
3. any fees, costs or expenses incurred or authorized by **you**, or anyone acting on **your** behalf, without our prior written consent; or
4. any **claim expenses** charged by an attorney who we did not assign to defend a **claim** asserted

against **you**, unless we agreed in writing to pay these **claim expenses** before they were incurred.

- C. **"Discrimination"** means a termination of an employment relationship, a demotion, a failure or a refusal to hire or to promote, a payment of wages and/or of benefits, an assignment of job duties, of job responsibilities and/or of hours of work, or an assignment of supervisor(s), and/or an application of **your** employment policies or procedures which is motivated in whole or in part by the **employee's** color, race, sex, national origin, sexual orientation or preference, age, religion, creed, status as an individual with a disability (as defined in the Americans with Disabilities Act of 1990 including any amendments thereto or as determined by any court ruling), and/or pregnancy.

- D. **"Employee"** means an individual whose service or work is or was engaged and directed on a daily basis by **you**. This includes current or former full-time or part-time **employees**, current or former **supervisory employees**, and applicants for employment.

"Employee" does not mean seasonal or temporary workers, volunteers, owners, partners, shareholders or members of the **named insured**.

- E. **"Extended Reporting Period"** means the time after the policy period for reporting **claims** due to an alleged **wrongful employment practice**. The **claim** must occur on or after the **prior acts date** and before the end of the policy period, and coverage is otherwise subject to all limitations and exclusions of this amendatory endorsement.
- F. **"Sexual Harassment"** means unwelcome sexual advances, requests for sexual favors, or verbal conduct or physical contact of a sexual nature when:

1. submission to such conduct is either implied or stated to be a term or condition of employment, or a factor in evaluating the individual's job performance, eligibility for promotion, eligibility for an increase in compensation or any other component of employment; or
 2. such conduct interferes either directly or indirectly with an individual's work performance by creating a hostile, offensive or intimidating environment.
- G. **"Retire"** means the complete cessation of performing work or engaging in **your own occupation**.
- H. **"Supervisory Employees"** means any **employee of yours** who has the authority to employ, promote, demote, terminate employment, grant salary increases, direct the work of, discipline, and/or evaluate the performance of other **employees of yours**.
- I. **"Totally and permanently disabled"** means that **you** have become so disabled, as a result of injury or disease, as to be wholly prevented from performing work or engaging in **your own occupation**. Such a condition must have existed continuously for not less than six months and must be expected to be continuous and permanent.
- J. **"Wrongful Employment Practice"** means one or more of the following alleged acts, insofar as they arise out of an **employee's** employment with **you**: **discrimination, sexual harassment, wrongful termination, breach of any employment agreement, breach of the implied covenant of good faith and fair dealing, misrepresentation, equal pay violations, invasion of privacy, defamation, negligent or intentional infliction of emotional distress, retaliation, and/or any other violation of any federal, state or local**

statute or ordinance relating to the above types of **claims**.

K. "**Wrongful Termination**" means termination of an employment relationship in a manner which is in violation of any law or in breach of any employment agreement.

L. "**You**" or "**Yours**" means:

1. the **named insured**;
2. if the **named insured** is an individual, the person designated, but only with respect to the conduct of a business of which that individual is a sole proprietor; and
3. any of the **named insured's** owners, executive officers, partners, shareholders of professional corporations, members of limited liability corporations, **supervisory employees** or members of the board of directors, trustees or governors, but only while acting within the scope of their duties as such.

IV. EXCLUSIONS

We will not pay under this amendatory endorsement any awards, judgments, settlements, or monetary sums paid or payable to an **employee** on account of a **claim** or any fees, costs or expenses resulting from compliance with non-monetary relief.

In addition, we will not pay **claim expenses** incurred as a result of any **claim**:

- A. brought by **your** spouse, child or other dependent;
- B. brought by any former or present director or officer, owner, shareholder, member, partner, predecessor or successor firm;

C. alleging any **wrongful employment practice** which began before the **prior acts date** of this amendatory endorsement;

D. of which **you** gave written notice, or were required to have given written notice, before the issuance of this amendatory endorsement to any insurer under any other policy in force prior to this policy;

E. arising from facts, situations or circumstances which, as of the **prior acts date** of this amendatory endorsement, **you** knew or could have reasonably foreseen, or which a reasonable person could have foreseen, might be the basis of a **claim** against **you** alleging a **wrongful employment practice**;

F. whose sole allegations seek the recovery of judgments or awards which are deemed uninsurable by law;

G. alleging any **wrongful employment practices** for which **you** are liable as an administrator, executor, conservator, guardian, or any similar fiduciary capacity;

H. under the Employee Retirement Income Security Act of 1974, Public Law 93-406, including amendments thereto, commonly referred to as "ERISA" or the Pension Reform Act of 1974;

I. for unemployment compensation, or Workers' Compensation, disability benefits and/or other similar **claims**;

J. under the Worker Adjustment and Retraining Notification Act, Public Law 100-379, (1988), including amendments thereto and/or other similar laws;

K. under the Family and Medical Leave Act, Public Law 103-3, (1993), including amendments thereto, and/or other similar laws;

L. under any federal, state or local statutory law or common law or any of

their amendments which are similar to the statutes referred to in Sections IV. H. through IV. K. of this amendatory endorsement;

- M. under any government or administrative order or regulation relating to employment practices under which **you** have either implicitly or explicitly consented to be bound;
- N. alleging any **wrongful employment practices** based on an alleged failure to pay wages and/or benefits due or payable to an **employee**, except where the alleged failure to pay wages and/or benefits is caused by **discrimination**;
- O. alleging any **wrongful employment practices** committed by **you** or at **your** direction with actual or alleged dishonest, fraudulent, and/or criminal purpose;
- P. arising out of injury to any person, with the exception of a **claim** of **wrongful employment practices**;
- Q. arising out of or in connection with labor disputes or labor negotiations, including but not limited to the replacement of **employees**, lockouts, strikes, picket line violence, boycotts, union organizations, unfair labor practices or other similar actions;
- R. seeking damages, costs or expenses incurred by **you** pursuant to the Americans with Disabilities Act of 1990, including any amendments thereto or as determined by any court ruling with the exception of a **claim** for **wrongful employment practices**; or
- S. arising out of the conduct of any partnership, joint venture, corporation or other entity of which **you** are a partner, owner, shareholder or member and which is not designated in this policy as a **named insured**.

V. SPECIAL CONDITIONS

The conditions set forth below, in addition to those set forth in the policy, are

applicable to this amendatory endorsement. To the extent there is any inconsistency between the conditions in the policy and the conditions of this amendatory endorsement, the conditions set forth below control, but only with respect to the coverage provided under this amendatory endorsement and for no other purposes whatsoever.

A. Notice and Cooperation

If a **claim** is made against **you** during the policy period for an alleged **wrongful employment practice** that happened after the **prior acts date** date of this amendatory endorsement, **you** must give written notice to us as soon as reasonably possible.

Notice given by or on **your** behalf, or notice given by or on behalf of any claimant, to any of our licensed agents authorized by us to sell this amendatory endorsement in this state, with particulars sufficient to identify **you**, shall be deemed notice to us.

To the extent possible, notice should include:

1. the identity of the claimant(s) alleging the **wrongful employment practice**;
2. the identity of the person(s) who allegedly committed the **wrongful employment practice** and any witnesses;
3. the date(s) the alleged **wrongful employment practice** took place; and
4. a copy of any written complaint, charge or demand.

In addition to the above, **you** agree to immediately:

1. fully cooperate with us or our designee in the investigation, the conduct of suits or other proceedings, or enforcing any right of contribution or indemnity against another who may be liable

to **you** because of such alleged **wrongful employment practice**;

2. forward copies of all documents received in connection with the **claim** to us; and
3. attend hearings and trials, assist in securing and giving evidence, completing narrative reports and in obtaining the attendance of witnesses.

No one is authorized, except at **your** own cost, to voluntarily make any payment, assume any obligation or incur any expense without our consent.

B. Other Insurance

With respect to this amendatory endorsement only, the following provision replaces paragraph XI. ("Insurance Under More Than One Coverage") of the "Common Policy Conditions" to which this amendatory endorsement is attached:

With respect to any **claim** or **claims** to which this amendatory endorsement applies, no coverage shall be available under any other part of this policy or any other insurance policy issued by us.

VI. AWARD OF COURT COSTS AND/OR ATTORNEYS' OR OTHER FEES

A. Awards to **you** and/or to us

In the event that **you**, us, and/or the attorney assigned by us to represent **you**, are awarded court costs, attorneys' fees or other fees, the award shall be distributed to **you** and to us based on the percentage of total payment made by **you** and by us in defense of the **claim** up to the time the award is made.

B. Sanctions

1. Any costs, attorneys' fees or fines ordered by a court or government agency to be paid by **you** resulting

from **your** conduct will be paid by **you** and will not be reimbursed by us.

2. Any costs, attorneys' fees or fines ordered by a court or government agency to be paid to the court or government agency by us or the attorney assigned by us to represent **you**, resulting from our conduct or the conduct of the attorney assigned by us to represent **you**, will be paid by us.

3. Unless otherwise prohibited by law, **you** will reimburse us or the attorney assigned by us to represent **you**, for any costs, attorneys' fees and/or fines that are assessed against us or the attorney assigned by us to represent **you**, and which result from conduct attributable to **you**.

VII. EXTENDED REPORTING PERIOD

Extended reporting period coverage applicable to **claims** arising from **wrongful employment practices** is available to **you** under the following conditions:

A. Termination

An **extended reporting period** is available for a period of one year upon termination of this policy. To exercise this right, **you** must:

1. write to us within 60 days of the termination requesting to purchase the **extended reporting period**; and
2. pay the premium to us promptly when due. The premiums will be developed from the rules, rates, and rating plans in effect at the inception of the last policy period.

However, if this policy is terminated for **your** non-payment of premium, the right is waived by **you** unless the unpaid premium is paid in full and the **extended reporting period** premium is paid in advance.

3. Such extension for the reporting of **wrongful employment practices** shall not apply to:
 - a. any paid **claim**; or
 - b. any pending **claim** or proceedings.

B. Death, Disability, or Retirement

If **you**:

1. die or become **totally and permanently disabled** during the policy period, or
2. **retire** during the policy period and are 55 years or older and have been continuously insured by us for at least the immediately preceding 5 years.

we will provide this **extended reporting period** coverage at no charge.

You or **your** estate must, within 60 days after the end of this policy, write to us telling us the coverage is wanted. We also require:

1. written proof of the date of **your** death; or
 2. written proof of **your** total and permanent disability, including the date it occurred, certified by **your** attending physician; or
 3. **you** to submit to medical examination(s) by any physician(s) we designate if requested.
- C. The limits of liability stated under this policy at the time of termination, death, disability, or retirement will be the limits of liability applying to the **extended reporting period**.

All other provisions of this policy remain unchanged.

Countersigned by: _____

Authorized Representative



For All the Commitments You Make®

**WASHINGTON AMENDATORY ENDORSEMENT
INSURANCE COVERAGE COMMON POLICY CONDITIONS**

We agree with **you** that the Insurance Coverage Common Policy Conditions is amended as follows:

Condition XII., Transfer Of Rights Of Recovery, is deleted and replaced with the following:

In the event of any payment under this policy, we shall be subrogated to all of **your** rights of recovery against any person or entity to the extent of payment. After **you** have first recovered amounts paid, **you** must transfer to us **your** rights of recovery against any other party. **You** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. **You** shall do nothing after loss to prejudice such rights.

All other provisions of the policy remain unchanged.

This endorsement is a part of **your** policy and takes effect on the policy effective date, unless a different date is specified below:

Named Insured

Policy Number

Effective date of this endorsement

Countersigned By: _____
Authorized Agent

MEDICAL PAYMENTS COVERAGE

LIMITS OF LIABILITY
\$ 5,000 each person
\$10,000 each occurrence

I. COVERAGE AGREEMENTS

We will pay, regardless of fault, all **Medical Expenses** up to the stated Limit of Liability for "each person" and "each occurrence" due to an accident:

1. arising out of a condition in premises **you** own or rent; or
2. any immediately adjoining approaches.

II. EXCLUSIONS

We will not pay for **medical expenses**:

- A. for services provided by:
 1. **you**;
 2. any entity under contract with **you**, to provide such services.
- B. which are also included within the **Products/Completed Operations Hazard**;
- C. resulting from operations performed for **you** by independent contractors except for maintenance and repair of **your** premises or structural alterations at **your** premises which do not change the size of or involve the moving of buildings or other structures;
- D. to any person while engaged in maintenance, repair, alteration, demolition or new construction at **your** premises;
- E. to any person included in the definition of **you** while on **your** premises;
- F. to any other tenant if the **injury** occurs on that part of the premises rented from **you**;
- G. to **your** employees or the employees of **your** tenants or residents of **your** premises if the **injury** arises out of and in the course of employment;
- H. arising out of the owning, taking care of, operation, leasing, renting, entrusting to others, loading or unloading of any **auto, non-owned auto, mobile equipment, watercraft or aircraft**;
- I. resulting from selling, serving or giving any alcoholic beverage unless the **injury** occurs on **your** premises;
- J. to any person if any benefits for such **injury** are payable or required to be provided under any unemployment or Worker's Compensation, Disability Benefits, or other similar law;
- K. to any person practicing, instructing or participating in any physical training, sports, athletic activity or contest whether on a formal or informal basis;

L. caused by the failure to render professional services.

III. SPECIAL CONDITIONS/DEFINITIONS

- A. As soon as practicable, the injured person, or someone on his behalf, shall give us written proof of **claim for medical expenses**, under oath if required. If we request, the injured person shall execute authorization to enable us to obtain medical reports and copies of records. The injured person will also submit to physical examinations by physicians selected by us. The examinations will be made when, and as often as we may reasonably require.
- B. We may pay the injured person, or any entity rendering the services. However, payment will not imply an admission of liability.
- C. **Medical expenses** means first aid at the time of the accident, and if incurred within 12 months of the accident, necessary:
1. medical, surgical, x-ray and dental services, drugs, medical and surgical supplies, including prosthetic devices; and
 2. ambulance, hospital, professional nursing and funeral services.

NON-OWNED OR HIRED AUTOMOBILE LIABILITY COVERAGE

LIMITS OF LIABILITY
\$1,000,000 per occurrence

I. COVERAGE AGREEMENTS

We will pay all amounts, up to the limit of liability, which **you** become legally obligated to pay as a result of **injury or damage**. We will also pay claim expenses. The **injury or damage** must be caused by an **occurrence** during the policy period, and arise out of using, taking care of, loading or unloading of any **non-owned or hired auto**.

We have the right and will defend any claim. We will:

- A. do this even if any of the charges of the claim are groundless, false or fraudulent;
- B. investigate and settle any claim as we feel appropriate;

The duty to defend ends by payment of the policy limits pursuant to, or in furtherance of, a judgement or settlement with, or on behalf of, the injured party, or by consent of the insured.. We have no duty to defend any **claims** not covered by this Coverage Part.

II. EXCLUSIONS

We will not defend, or pay, under this Coverage Part for:

- A. liability which **you** have assumed under any contract or agreement, except liability assumed under any short term contract or agreement of 6 months or less for a **hired auto**;
- B. any amounts **you** or any entity must pay under any unemployment or Worker's Compensation, Disability Benefits, or other similar law;
- C. **injury to**:
 - 1. an employee of **yours** arising out of and in the course of employment by **you**; or
 - 2. the spouse, child, parent, brother, or sister of that employee as a consequence of 1. above.
- D. **damage** to property which is:
 - 1. owned or being transported by **you**; or
 - 2. in **your** care, custody or control or rented to **you**, or over which **you** are exercising physical control;

This exclusion does not apply to a residence or private garage damaged by a private **auto** covered by this Coverage Part.
- E. loss, under any circumstance, due to nuclear reaction, radiation, or contamination, regardless of cause;

F. **injury or damage** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:

1. that are, or that are contained in any property that is:
 - a. being transported or towed by, handled, or handled for movement into, onto or from the **non-owned or hired auto**;
 - b. otherwise in the course of transit by or on behalf of **you**; or
 - c. being stored, disposed of, treated or processed in or upon the **non-owned or hired auto**.

This does not apply to fuels, lubricants, fluids, exhaust gases or other similar **pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the **non-owned or hired auto** or its parts, if:

- a. **pollutants** escape, seep, migrate, or are discharged, dispersed or released directly from an auto part designed by its manufacturer to hold, store, receive or dispose of such **pollutants**; and
- b. the **injury or damage or covered pollution cost or expense** does not arise out of the operation of
 - 1) cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; or
 - 2) air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.
2. before the **pollutants** or any property in which the **pollutants** are contained are moved from the place where they are accepted by **you** for movement into or onto the **non-owned or hired auto**; or
3. after the **pollutants** or any property in which the **pollutants** are contained are moved from the **non-owned or hired auto** to the place where they are finally delivered, disposed of or abandoned by **you**.

2. and 3. above do not apply to occurrences that occur away from premises owned by or rented to **you** with respect to **pollutants** not in or upon a **non-owned or hired auto** if:

1. the **pollutants** or any property in which the **pollutants** are contained are upset, overturned or damaged as a result of the maintenance or use of a **non-owned or hired auto**; and
2. the discharge, dispersal, seepage, migration, release or escape of the **pollutants** is caused directly by such upset, overturn or damage;

G. **injury or damage** arising out of a **non-owned auto** used in the conduct of any partnership or joint venture of which **you** are a member and is not designated in this policy as a **named insured**;

H. the liability of **your** partner arising out of an **auto** owned or registered in their name, if the **named insured** is a partnership;

I. **injury or damage** due to war, whether or not declared, civil war, insurrection, rebellion, or revolution or to any act or condition incidental to any of the foregoing, with respect to liability **you** have assumed under an insured contract;

- J. **injury or damage** resulting from the handling of property:
1. before it is moved from the place where it is accepted by the person using a **non-owned auto** or a **hired auto** for movement into or onto the **auto**;
 2. after it is moved from a **non-owned auto** or **hired auto** to the place where it is finally delivered by the person using the **auto**;
- K. **injury** resulting from the movement of property by a mechanical device, other than a hand truck, not attached to the **non-owned auto** or **hired auto**;
- L. **injury or damage** you expected or intended. This exclusion does not apply to **injury** resulting from the use of reasonable force to protect persons or property.

III. LIMITS OF LIABILITY

- A. The limit of liability stated for "each **occurrence**" is the limit of our liability for all **injury or damage** arising out of, or in connection with, the same or related **occurrence**. This limit applies regardless of the number of **you** who are covered under this policy.
- B. Subject to the above, the total limit of our liability for all **injury or damage** shall not exceed the limit of liability stated as "aggregate", if applicable. All **occurrences** which happen during the policy period are included. The aggregate limit of liability applies to each annual policy period. This limit applies regardless of the number of **you** who are covered under this policy.
- C. **Claim expenses** are in addition to our limit of liability. All claims whenever made, shall be considered first made during the policy period in which the earliest claim arising out of such same or related **occurrence** was made, and all such claims shall be subject to the same limit of liability.

IV. DEFINITIONS

"Auto Business" means the business or occupation of selling, servicing, repairing, storing or parking of autos.

"Covered pollution cost or expense" means any cost or expense arising out of any:

- A. Request, demand or order; or
- B. **Claim** by or on behalf of a governmental authority demanding,

that **you** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**.

Covered pollution cost or expense does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:

1. that are, or that are contained in any property that is:
 - a. being transported or towed by, handled, or handled for movement into, onto or from the **non-owned or hired auto**;
 - b. otherwise in the course of transit by or on behalf of **you**; or
 - c. being stored, disposed of, treated or processed in or upon the **non-owned or hired auto**.

This does not apply to fuels, lubricants, fluids, exhaust gases or other similar **pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the **non-owned** or **hired auto** or its parts, if:

- a. **pollutants** escape, seep, migrate, or are discharged, dispersed or released directly from an auto part designed by its manufacturer to hold, store, receive or dispose of such **pollutants**; and
- b. the **injury** or **damage** or **covered pollution cost or expense** does not arise out of the operation of
 - 1) cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; or
 - 2) air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.
2. before the **pollutants** or any property in which the **pollutants** are contained are moved from the place where they are accepted by **you** for movement into or onto the **non-owned** or **hired auto**; or
3. after the **pollutants** or any property in which the **pollutants** are contained are moved from the **non-owned** or **hired auto** to the place where they are finally delivered, disposed of or abandoned by **you**.

2. and 3. above do not apply to occurrences that occur away from premises owned by or rented to **you** with respect to **pollutants** not in or upon a **non-owned** or **hired auto** if:

- a. the **pollutants** or any property in which the **pollutants** are contained are upset, overturned or damaged as a result of the maintenance or use of a **non-owned** or **hired auto**; and
- b. the discharge, dispersal, seepage, migration, release or escape of the **pollutants** is caused directly by such upset, overturn or damage.

"**Hired Auto**" means an **auto** not owned by **you** which is used under contract on behalf of, or loaned to **you**. Such **auto** also shall not be owned by or registered in the name of:

- A. a partner or executive officer of **yours**; or
- B. an employee or agent of **yours** who is granted allowance of any sort for the use of such **auto**.

"**Occurrence**" means an accident, including continuous or repeated exposure to conditions which result in **injury** and/or **damage**.

Injury and **damage** arising from exposure to substantially the same general conditions shall be considered one **occurrence**.

"**You**" or "**Your**" means:

- A. the **named insured**;
- B. any partner or executive officer of **yours**, but only while the **non-owned auto** is being used in **your** business;
- C. any other person while using an owned or **hired auto** with **your** permission, provided that the actual operation or other use, if not operating, is within the scope of **your** permission. With respect to **injury** or **damage** arising out of the **loading** or **unloading** of the **auto**, such other person shall only meet the definition of **you** if they are:

1. a lessee or borrower of the **auto**; or
 2. an employee of **yours** or such lessee or borrower.
- D. any other entity, but only with respect to their liability because of acts or omissions of an insured under (A.) or (B.) above.

You or Your does not include:

- A. any person while engaged in the business of this employer with respect to **injury** to any fellow employee of such person injured in the course of his employment;
- B. the owner or lessee, of whom **you** are sub-lessee, of a **hired auto** or the owner of a **non-owned auto**, or any agent or employee of any such owner or lessee;
- C. an executive officer with respect to an **auto** owned by that person or a member of their household;
- D. any entity, other than **you**, with respect to:
 1. a motor vehicle while used with any trailer owned or hired by such entity and not covered by like insurance by us, except a trailer designed for use with a private passenger **auto** and not being used for business purposes with another type of motor vehicle; or
 2. a trailer while used with any motor vehicle owned or hired by such entity and not covered by like insurance by us;
- E. any person while employed in or otherwise engaged in duties in connection with an **auto business**, other than an **auto business** operated by **you**.

MEDICAL WASTE LEGAL EXPENSE REIMBURSEMENT COVERAGE

LIMIT OF LIABILITY:

Per Suit: \$50,000

Annual Aggregate: \$50,000

We agree with **you** that Legal Expense Reimbursement Coverage will be provided as follows:

I. COVERAGE AGREEMENT

We will reimburse **you** for the necessary **legal expenses** incurred by **you** resulting from **your** being a defendant or co-defendant in a **civil suit** alleging violation of a law or regulation governing disposal of medical wastes.

Such **civil suit** must be brought after the effective date of this policy.

We have neither the right nor the duty to defend any **claim** arising from a defined **incident**.

This coverage does not apply to any **civil suit** for any **incident** that happened prior to the effective date of this policy, nor to any **incident** which we are obligated to defend under the policy form to which this endorsement is attached.

II. LIMITS OF LIABILITY

A. Per Suit

The limit of liability stated above as "Per Suit" is the limit of liability for all **legal expenses** arising out of, or in connection with, the same or related **civil suit**.

B. Annual Aggregate

Subject to provision A. above, the total limit of liability for all **legal expenses** shall not exceed the limit of liability stated as "Annual Aggregate". This limit applies regardless of the number of **civil suits** filed against **you** during each annual policy period.

The limits applicable to "Per Suit" and "Annual Aggregate" apply collectively for the entity named as the named insured, including such other entities who qualify for coverage under the definition of **you**.

All **civil suits** whenever filed, including any and all appeals, shall be considered first filed during the policy period in which the earliest **civil suit** arising out of the same or related **incident** was filed, and all such **civil suits** shall be subject to the same limit of liability.

III. ADDITIONAL DEFINITIONS

Civil suit includes administrative proceedings brought by the Federal or State Environmental Protection Agency as well as law suits brought in civil court.

Incident means the actual or alleged improper disposing of any medical waste material that results in a **civil suit** being filed against **you**.

Legal expenses means fees charged by the legal counsel **you** select and all other fees, costs and expenses, other than loss of income, which result from the investigation, defense and appeal of a **civil suit**.

IV. YOUR DUTIES

You shall give us, or any of our authorized representatives, written notice as soon as practicable after **you** receive notice of the **civil suit** covered by this policy. Such notice shall contain details sufficient to identify **you** and all reasonably obtainable information regarding the time, place and circumstances of the **civil suit**, and shall identify the court and all parties to the action before the court.

All other terms and condition of the policy remain unchanged.

1. Your General Liability Policy is made up of the following items:

Your Declarations Page -

The Declarations Page summarizes specific information regarding your coverage.

Common Policy Conditions -

The items contained in the Common Conditions apply to every Coverage Part and Endorsement that make up your policy, unless a different or additional condition is mentioned in the respective Coverage Part.

The Coverage Part(s) applicable to your policy -

These are specific coverage agreements which detail the type of coverage afforded by this policy. Your policy may contain more than one Coverage Part, each providing a different, specific coverage.

Endorsements -

Most often, a policy will contain Endorsements which make the entire contract more complete. Endorsements are often added to allow the policy to conform to individual state requirements, or may be used at the direction of the company, or may be used due to the specific nature of the risk insured. Endorsements attached to your policy at inception are listed on the Declarations Page.

- 2. To make your policy complete, you must have a Declarations Page, the Common Policy Conditions, and various Coverage Parts.**
- 3. For ease in reviewing and locating information contained in the Coverage Parts, you can find the topics below on the page indicated.**

General Liability	Beginning on Page
Coverage Agreements	1
Exclusions	1
Limits Of Liability	5
Definitions	6
Special Conditions	8
Other Coverages	Beginning on Page
Medical Payments	1
Non-Owned or Hired Automobile Liability	1
Medical Waste Legal Expense Reimbursement	1

GENERAL LIABILITY COVERAGE PART

We are the stock insurance company named on the Declarations. Throughout this policy the words we, us and our refer to the company providing this insurance. We agree with **you** as follows:

I. COVERAGE AGREEMENTS

We will pay all amounts, up to the limit of liability, which **you** become legally obligated to pay as a result of **injury** or **damage**. We will also pay **claim expenses**. The **injury** or **damage** must be caused by an **occurrence** during the policy period.

We have the right and will defend any **claim**. We will:

- A. do this even if any of the charges of the **claim** are groundless, false or fraudulent; and
- B. investigate and settle any **claim** as we feel appropriate.

The duty to defend ends by payment of the policy limits pursuant to, or in furtherance of, a judgement or settlement with, or on behalf of, the injured party, or by consent of the insured. We have no duty to defend any **claims** not covered by this Coverage Part.

II. EXCLUSIONS

We will not defend, or pay, under this Coverage Part for:

A. injury to:

- 1. an employee of **yours** arising out of and in the course of employment by **you**; or
- 2. the spouse, child, parent, brother, or sister of that employee as a consequence of 1. above.

This exclusion applies:

- 1. whether **you** may be liable as an employer or in any other capacity; and
- 2. to any obligation **you** have to indemnify some other entity because of such **injury**.

This exclusion does not apply to liability **you** assume under an **insured contract**.

B. any amounts **you** or any entity must pay under any unemployment or Workers' Compensation, disability benefits, or other similar law;

C. loss of use of tangible property which has not been physically damaged if:

- 1. a delay in or lack of performance has been caused by or on **your** behalf under any contract or agreement;
- 2. **your products** or work completed on **your** behalf do not meet the standards **you** have warranted or represented.

We will cover loss of use of other tangible property if:

1. the loss results from a sudden and accidental physical **damage** or destruction of **your products** or work completed by or on **your** behalf; and
 2. the products or work has been put to use by an entity other than **you**;
- D. amounts claimed as a result of the withdrawal, inspection, repair, replacement, or loss of use of **your products**. This also applies to work completed by or for **you**, and any property of which **your products** form a part. This exclusion only applies if the withdrawal from the market or use is due to a known or suspected defect or deficiency;
- E. liability which **you** have assumed under any contract or agreement, other than an **insured contract**.

This exclusion does not apply to a warranty:

1. of fitness or quality of **your products**; or
2. that work performed by or on **your** behalf will be done in a workmanlike manner;

F. **damage to:**

1. **your products** which arises out of such products or any of its parts;
2. work performed by or on **your** behalf arising out of:
 - a. the work;
 - b. any part of the work; or
 - c. material, parts or equipment furnished in connection with the work;
3. property which is:
 - a. owned, occupied or rented to **you**;
 - b. used by **you**;
 - c. in **your** care, custody or control, or over which **you** are exercising physical control;

There are exceptions to this subsection 3. Subitems b. and c. do not apply to liability under a sidetrack agreement. Subitem c. does not apply to **damage**, other than to elevators, arising out of the use of an elevator at premises **you** own, rent, or control.

We will pay up to \$500,000 for each **occurrence** for **your** legal liability for **damage** to a premises in which **you** do not have a financial interest, or own, caused by:

- a. fire;
- b. discharge, leakage or overflow of water or steam from a plumbing, heating, refrigeration or air conditioning system; or
- c. rain which enters directly into the building through open doors, windows, skylights, transoms or ventilators.

4. premises **you** no longer own, rent, control or use, which arise out of such premises or any of its parts;

G. **injury or damage** arising out of or resulting from the rendering of or failure to render any scientific, professional, consulting or technical services;

H. **injury or damage** for which **you** may be held liable as a result of:

1. causing or contributing to the alcoholic beverage intoxication of any person;
2. furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;
3. any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion only applies if **you**:

1. manufacture, sell or distribute alcoholic beverages;
2. serve or furnish alcoholic beverages for a charge whether or not such activity:
 - a. requires a license;
 - b. is for the purpose of financial gain or livelihood; or
3. serve or furnish alcoholic beverages without a charge, if a license is required for such activity.

I. an **auto, non-owned auto, mobile equipment, watercraft, or aircraft** which:

1. **you** own, use, take care of, operate, **load or unload**, lease or rent, or entrust to others;
2. is loaned to **you** or is operated, loaded or unloaded, for **you** by an employee in the course of employment by **you**;

There are some exceptions. Coverage will apply on premises which **you** own, rent, or control to:

1. the parking of a **non-owned auto**;
2. watercraft while ashore;

This exclusion does not apply to self-propelled lawn care or snow removal equipment of 10 horsepower or less.

J. **mobile equipment** in, or while in practice or preparation for:

1. any prearranged or organized racing, speed or demolition contest, or
2. any stunting activity;

K. the transporting of **mobile equipment** by an **auto** which **you** own, operate or rent, or which is loaned to **you**;

L. the operation or use, **loading or unloading**, of any snowmobile or trailer designed for use with a snowmobile;

- M. war, whether or not declared, or any civil war, insurrection, rebellion or revolution, or any incidental act or condition, with regard to:
1. liability **you** have assumed under a contract or agreement; or
 2. expenses for first aid.
- N. the conduct of any partnership or joint venture of which **you** are a partner or member and which is not designated in this policy as a **named insured**;
- O. any **injury**, sickness, disease, death or destruction:
1. with respect to which **you** are also an insured under a Nuclear Energy Liability Policy issued by:
 - a. Nuclear Energy Liability Insurance Association;
 - b. Mutual Atomic Energy Liability Underwriters; or
 - c. Nuclear Insurance Association of Canada,or would be an insured under any such policy if it had not terminated due to exhaustion of its limit of liability; or
 2. resulting from the **hazardous properties of nuclear material** and with respect to which:
 - a. any entity is required to maintain financial protection pursuant to the Atomic Energy Act of 1954 or any of its amendments, or
 - b. **you** are, or had this policy not been issued would be, entitled to indemnity from the United States of America or any of its agencies, under any agreement entered into by the United States of America or any of its agencies with any entity;
 3. resulting from the **hazardous properties of nuclear material** if:
 - a. the **nuclear material**:
 1. is at any **nuclear facility** owned or operated by or on **your** behalf; or
 2. has been discharged or dispersed therefrom; or
 3. is contained in **spent fuel** or **waste** at anytime possessed, handled, used, processed, stored, transported or disposed of by or on **your** behalf; or
 - b. the **injury**, sickness, disease, death or destruction arises out of the furnishing by **you** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**. If such facility is within the **coverage territory**, this subparagraph 3.b. applies only to **injury** to or destruction of property at such **nuclear facility**.
- P. any fines, penalties, or the return or withdrawal of fees or government payments;
- Q. **injury** or **damage you** expected or intended, or which a reasonable person could have expected.

This exclusion does not apply to **injury** resulting from the use of reasonable force to protect persons or property;

R. any multiplication of amounts payable under this policy, imposed by law;

S. any **claim** arising out of actual or alleged involvement in any:

1. **anti-trust law** violation; or
2. agreement or conspiracy to restrain trade.

T. **Injury or damage** arising out of **pollution** or **pollutants**:

This exclusion also applies to:

1. Any loss, cost or expense arising out of any:
 - a. request, demand or order that **you** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
 - b. **claim** by or on behalf of a governmental authority for amounts because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.
- U. any **claim** made against **you**, or any person for whose acts or omissions **you** are legally responsible for, any act of sexual intimacy, sexual molestation or sexual assault or any act similarly defined.

We will defend any civil suit against **you** seeking amounts which would be covered if this exclusion did not apply. In such case, we will pay only the fees, costs and expenses of such defense;

V. any **injury or damage** arising from any profession or business other than **your** practice of dentistry, which shall be defined by the applicable statutes and licensing laws of the jurisdiction in which **you** practice; or

W. any direct or consequential **injury or damage** arising out of any:

1. refusal to employ;
2. termination of employment; or
3. coercion, demotion, reassignment, defamation, harassment, humiliation, discrimination or other employment related practices, policies, acts or omissions.

III. LIMITS OF LIABILITY

We will pay all amounts, up to the stated limits of liability, including amounts:

A. EACH OCCURRENCE

The limit of liability stated for "each **occurrence**" is the limit of our liability for all **injury or damage** arising out of, or in connection with, the same or related **occurrence**. This limit applies regardless of the number of persons or organizations who are covered under this policy.

B. AGGREGATE

1. The General Liability Aggregate Limit is the most we will pay, regardless of the number of **occurrences**, for all amounts payable under the Coverage Part due to **injury or damage** except **injury or damage** included in the **Products/Completed Operations Hazard**. The General Aggregate Limit of Liability applies to each annual policy period.
2. The Products/Completed Operations Aggregate Limit is the most we will pay, regardless of the number of **occurrences**, for all amounts payable under the Coverage Part due to **injury or damage** included within the **Products/Completed Operations Hazard**. The Products/Completed Operations Aggregate Limit applies to each annual policy period.

The limits of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

- C. The "each **occurrence**" limit and the aggregate limit apply collectively regardless of the number of **you** who are covered under this policy.

D. Claim Expense

Claim expenses are in addition to the limit of liability.

IV. DEFINITIONS

"**Claim**" means the receipt of a demand for money or services, naming **you** and alleging **injury and damage**.

"**Damage**" means:

- A. partial or total physical **damage** to tangible property. Such **damage** must happen during the policy period. Loss of use of damaged property is also included;
- B. loss of use of undamaged tangible property. This loss of use must be caused by an **occurrence** during the policy period.

"**Hostile Fire**" means fire which escapes from its intended confines at or from premises **you** own, rent or occupy.

"**Injury**" as defined in the General Conditions, shall also include the following:

- A. malicious prosecution;
- B. false arrest, detention, imprisonment;
- C. wrongful entry, or eviction, or other invasion of the right of private occupancy;
- D. a violation of an individual's right to privacy;

E. oral or written publication of material that:

- a. slanders or libels an entity or disparages an entity's goods, products or services; or
- b. violates a person's right of privacy;

F. assault, battery, mental anguish, mental shock, humiliation or hallucination; or

G. **advertising injury.**

"**Insured contract**" as defined in the General Conditions, shall also mean business equipment contracts necessary to the practice of dentistry.

"**Loading or Unloading**" means, with respect to any vehicle:

- A. the handling of property after it is moved from the place where it is accepted for movement into or onto a vehicle;
- B. while it is in or on a vehicle;
- C. while it is being moved from a vehicle to the place where it is finally delivered.
Movement of property by mechanical device, other than a handtruck, which is not attached to the vehicle is not included.

For purposes of this definition only, vehicle means **auto**, aircraft, **mobile equipment** or watercraft.

"**Nuclear Material**" means **Source Material**, **Special Nuclear Material** or **By-product Material**.

"**Occurrence**" means an accident, including continuous or repeated exposure to conditions which:

- A. results in **injury** and/or **damage**; and
- B. was not expected nor intended by **you**.

Injury and **damage** arising from exposure to substantially the same general conditions shall be considered one **occurrence**.

"**You**" or "**Your**" means:

- A. the **named insured**;
- B. if the **named insured** is an individual, the person designated, but only with respect to the conduct of a business of which that individual is a sole proprietor and the spouse of the **named insured** with respect to the conduct of such business;
- C. any of **your** employees, executive officers, partners, stockholders or members of the board of directors, trustees or governors, but only while acting within the scope of their duties as such;
- D. any person, other than an employee, or organization while acting as real estate manager for **you**; and
- E. as respects the operation, for the purpose of movement upon a public highway, of **mobile equipment** registered under any motor vehicle registration law:
 - 1. an employee of **yours** while operating any such equipment in the course of

their employment, and

2. any other person while operating any such equipment registered in **your** name with **your** permission. This includes any entity legally responsible for such operation. This only applies if there is no other valid and collectible insurance available, either on a primary or excess basis, to such entity.

No entity shall be an insured under this Definition E. with respect to:

1. **injury** to any fellow employee of such person injured in the course of their employment; or
2. **damage** to property **you** or the employer of any person described in above subparagraph E. 2. own, rent, occupy, or for which **you** or the employer are responsible.

V. SPECIAL CONDITIONS

The following Conditions apply in addition to the Common Policy Conditions.

A. Financial Responsibility Laws

If this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, we agree that the coverage and limits of liability provided by this policy for **injury** or **damage** shall comply with such law. In return, **you** agree to reimburse us for any payment we make which we would not have been obligated to make except for the agreement contained in this Condition.

B. Territory

This Coverage Part applies to **injury** or **damage** which occurs:

1. within the **coverage territory**;
2. within international waters or air space, provided the **injury** or **damage** does not occur in the course of travel to or from any other country, nation or state; or
3. anywhere in the world with respect to **injury** or **damage** arising out of **your products** sold within the **coverage territory**.

Any **claim** must be made and suit must be brought within the **coverage territory**.

PROFESSIONAL PROTECTOR PLAN GOLD

This endorsement modifies insurance provided under the following:

BUILDING BLANKET DENTAL PRACTICE PERSONAL PROPERTY AND INCOME COVERAGE PART

I. Fine Arts – Increase in Limits

Section I. **COVERAGE AGREEMENTS**, Paragraph A. Covered Property is amended as follows:

- Item 2.d.(2) of **Your Blanket Dental Practice Personal Property** is deleted in its entirety and replaced as follows:

(2) the most we will pay is \$25,000 at each described premises with no more than \$5,000 per item.

II. Dentist's Electronic Equipment – Increase in Limits and Off-Premises added; Contingent Business Interruption added

Section I. **COVERAGE AGREEMENTS**, Paragraph B. Covered Related Expenses is amended as follows:

A. Item 16. Dentist's Electronic Equipment is amended as follows:

1. the \$25,000 limit is deleted and replaced with a \$50,000 limit;
2. Subject to a \$15,000 sub-limit, this Covered Related Expense applies off-premises, anywhere in the world. This sub-limit is part of and not in addition to the limit shown in A.1. above.

B. Contingent Business Interruption is added as follows:

We will pay up to \$500 per day, not exceeding a maximum of \$15,000 for **practice income you** actually lose during the **period of restoration** following direct physical loss at the premises operated by others upon whom **you** depend to:

1. deliver materials or services to **you**, or others for **your** account;
2. accept **your** product or services; or
3. attract customers to **your** business.

The **damage** must occur at such premises and be caused by or resulting from a **covered cause of loss** under this policy.

III. LIMITATIONS deleted for interior of any **building**; gutters and downspouts; outdoor radio or television antennas; and stamps, tickets and letters of credit

Section II. **EXCLUSIONS**, Paragraph E. **LIMITATIONS** is amended as follows:

- Items 1.a., 1.d., 1.f. and 2.c. are deleted in their entirety.

IV. Employee Dishonesty – Increase in Limits

The following additional change applies:

The limit of liability as stated in the Declarations for Employee Dishonesty is increased by \$15,000. The total employee dishonesty limit of liability is determined by adding the above referenced \$15,000 to the limit of liability stated on the Declarations. That new limit is the most we will pay for employee dishonesty.

All other terms, condition and exclusions apply and remain unchanged.



For All the Commitments You Make®

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For All the Commitments You Make®

BUILDING, BLANKET DENTAL PRACTICE PERSONAL PROPERTY AND INCOME COVERAGE PART

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

Throughout this policy, the words **you** and **your** refer to the **named insured** and anyone having a financial interest in **your** property as named in this policy. The words **we**, **us** and **our** refer to the Company providing this Insurance.

Words and phrases that appear in bold facing have special meaning. Refer to DEFINITIONS in the Common Policy Conditions and in this Coverage Part.

I. COVERAGE AGREEMENTS

A. Covered Property

We will pay for all direct physical **damage** to Covered Property at the premises described on the Declarations caused by or resulting from any **covered cause of loss**.

Covered Property means the following types of property for which a Limit of Insurance is shown on the Declarations or which is shown below:

1. **Building;**
2. **Your Blanket Dental Practice Personal Property:**
 - a. located:
 - (1) in or on the **building**; or
 - (2) in the open, or in a vehicle, within 1000 feet of the described premises.
 - b. off-premises, anywhere in the world. The most we will pay for **damage** when caused by or resulting from a **covered cause of loss** is \$25,000. However, this coverage does not apply if the **damage** is covered under 2.g. below.
 - c. including **accounts receivable records** and other **valuable papers and records** including x-ray negatives and prints and patient's charts;

This coverage does not apply to **your accounts receivable records** or **valuable papers and records** in excess of 10 years of age.
 - d. including **fine arts**, subject to the following:

- (1) the **damage** is caused by a **covered cause of loss**; and

- (2) the most we will pay is \$10,000 at each described premises with no more than \$1,000 per item.

Items valued at \$1,000 or less are not considered **fine arts**. The limits of insurance for **fine arts** are in addition to the limits of insurance shown in the declarations.

- e. and money and securities used in **your** practice while at a bank or savings institution, within **your** living quarters or the living quarters of **your** partners or any employees having use and custody of the property, at the described premises, or in transit between any of these places, resulting directly from:

- (1) theft, meaning any act of stealing;
- (2) disappearance; or
- (3) destruction.

We will not pay for **damage**:

- (1) resulting from accounting or arithmetical errors or omissions;
- (2) due to the giving or surrendering of property in any exchange or purchase; or
- (3) to property contained in any money-oriented device unless the amount of money deposited in it is recorded by a continuous recording instrument in the device

The most we will pay for **damage** in any one event is:

- (1) \$15,000 inside the premises for money and securities while:
 - (a) in or on the described premises; or
 - (b) within a bank or savings institution; and
- (2) \$10,000 outside the premises for money and securities while anywhere else.

All damage:

- (1) caused by one or more persons; or
- (2) involving a single act or series of related acts;

is considered one event.

You must keep records of all money and securities so we can verify the amount of any damage.

In the event of **damage** we will determine the value as follows:

- (1) money at its face value; and
- (2) securities at their value at the close of practice on the day the **damage** is discovered.

f. Glass

- (1) We will pay for all glass other than art glass windows, including all lettering and ornamentation, located at the described premises:

- (a) owned by **you**; or
- (b) owned by others but in **your** care, custody or control

- (2) We will also pay for necessary:

- (a) expenses incurred to put up temporary plates or board up openings;
- (b) repair or replacement of encasing frames; and
- (c) expenses incurred to remove or replace obstructions.

g. including temporary relocation of **Your Blanket Dental Practice Personal Property** subject to the following:

- (1) If **Your Blanket Dental Practice Personal Property** is removed from the described premises and stored temporarily at a location **you** own, lease or operate while the described premises is being renovated or remodeled, we will pay for **damage** to that stored property caused by or resulting from a **covered cause of loss**:

- (a) up to \$50,000 at each temporary location; and
- (b) during the storage period of up to 90 consecutive days but not beyond expiration of this policy.

- (2) This coverage does not apply if:

- (a) the stored property is more specifically insured; or

- (b) the **damage** is covered under 2.b. above.

3. **Practice Income**

We will pay for the actual loss of **practice income you** sustain, or the Valued Daily Limit, as described under Limits of Insurance provision III.F.6., due to the necessary suspension of **your** practice during the **period of restoration**. The suspension must be caused by direct physical **damage** to the **building** or **blanket dental practice personal property** at the described premises caused by or resulting from a **Covered Cause of Loss** or power failure as described under paragraph I.B.8.

We will only pay for loss of **practice income** that occurs within 12 consecutive months after the date of direct physical **damage** or power failure as described under paragraph I.B.8. **Practice income** coverage shall apply separately to each location affected by such suspension of practice.

4. **Extra Expense**

Extra expense means the extra expenses necessarily incurred by **you** during the **Period of Restoration** to continue normal services and operations which are interrupted due to **damage** by a **Covered Cause of Loss** to the premises described, or power failure as described under paragraph I.B.8. **You** will exercise due diligence and dispatch to restore normal practice services.

We will only pay for extra expenses that **you** incur within 12 consecutive months after the date of direct physical **damage** or power failure as described under paragraph I.B.8.

5. **Extended Practice Income**

We will pay for the actual loss of **practice income you** incur during the period that:

- a. begins on the date property, except **finished stock**, is actually repaired, rebuilt or replaced and **your** practice is resumed; and

- b. ends on the earlier of:

- (1) the date **you** could restore **your** practice with reasonable speed, to the condition that would have existed if no direct physical **damage** happened; or

- (2) 12 consecutive months after the date determined in (1) above.

Loss of **practice income** must be caused by direct physical **damage** at the described premises caused by or resulting from any **covered cause of loss**.

6. Rents

The actual loss of **rents** or other income **you** sustain due to direct physical **damage** caused by or resulting from a **Covered Cause of Loss** to **your building** at the described premises, whether rented or not, for the length of time which is required to rebuild, repair, or replace it, beginning with the date of **damage** during the policy period, but not limited by its expiration.

B. Covered Related Expenses

We will also pay for the following expenses:

1. Back Up of Sewer or Drain

We will pay up to \$25,000 for **damage** to covered property caused by water that backs up from a sewer or drain. However, we will not provide coverage for **damage** due to water emanating from a sump pump well or similar device designed to prevent overflow, seepage or leakage of subsurface water.

2. Debris Removal

We will pay up to 25% of:

- the amount we pay for the direct physical **damage** to covered property; plus
- the deductible in this policy applicable to that **damage**;

for expense to remove debris of covered property caused by or resulting from a **covered cause of loss** that happens during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the earlier of:

- the date of direct physical **damage**; or
- the end of the policy period.

This limitation does not apply to any additional debris removal limit provided in the Limits of Insurance section.

This coverage does not apply to costs to:

- extract **pollutants** from land or water; or
- remove, restore or replace polluted land or water.

3. Preservation of Property

If it is necessary to move covered property from the described premises to preserve it from, or for repair of, **damage** by a **covered cause of loss**, we will pay for any direct physical **damage** to that property:

- while it is being moved or while temporarily stored at another location; and
- only if the **damage** happens within 60 days after the property is first moved.

4. Fire Department Service Charge

When the fire department is called to save or protect covered property from a **covered cause of loss**, we will pay up to \$15,000 for **your** liability for fire department service charges:

- assumed by contract or agreement prior to **damage**; or
- required by local ordinance.

No deductible applies to this covered related expense.

5. Fire Extinguisher Recharge

We will pay up to an amount not exceeding \$2,500 in any one event for the cost of recharging **your** Underwriters Laboratories listed or Factory Mutual approved type ABC (multipurpose) fire extinguishers or dry chemical fixed pipe fire extinguishing systems after being used in fighting a fire on **your** premises on or adjoining premises.

6. Arson Reward

We will pay up to \$10,000 for information which leads to an arson conviction in connection with **damage** caused by fire covered under this Coverage Part. Regardless of the number of persons involved in providing information our liability will not be increased.

7. Valuable Papers and Records - Cost of Research

- We will pay **your** costs to research, replace or restore the lost information on **damaged valuable papers and records**, x-ray negatives and prints and patient charts including those which exist on **electronic media and records**, for which duplicates do not exist.
- This coverage does not apply to **your valuable papers and records** in excess of 10 years of age.

8. Power Failure

We will pay for **damage** to covered property caused by the failure of power or other utility service supplied to the described premises, resulting from direct physical **damage** which happens away from the described premises caused by a **covered cause of loss**. The interruption must result from a **covered cause of loss** to the following types of property not on the described premises, but supplying electricity, water, steam or gas to the described premises:

- a. utility generating plants;
- b. switching stations;
- c. substations;
- d. transformers; or
- e. transmission lines.

If **damage** by a **covered cause of loss** results, we will pay for that resulting **damage**.

We will not pay for **damage** you sustain during the 24 hours immediately following direct physical **damage** to the power or other utility service.

9. Condominium Property

If **you** are a condominium unit owner at a location insured under this policy, we will pay for **damage** to walls, floors, ceilings, floor coverings or any other property required by **your** condominium association agreement to be insured by **you**.

However, we will not pay for **damage** to such walls, floors, ceilings, floor coverings or any other property if someone other than **you** pays to repair or replace it.

10. Pollution Clean Up and Removal

We will pay **your** expense up to \$10,000 for the sum of all such expenses arising out of **covered causes of loss** happening during each separate 12 month period of the policy, to extract **pollutants** from land or water at the described premises if the release, discharge or dispersal of the **pollutants** is caused by or results from a **covered cause of loss** that happens during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the earlier of:

- a. the date of direct physical **damage**; or
- b. the end of the policy period.

11. Lawns, Trees, Shrubs, Plants and Signs

We will pay for **your** signs other than signs attached to **your buildings**, lawns, trees, shrubs and plants including debris removal expenses.

- a. The most we will pay for **damage** to signs by a **covered cause of loss** is \$10,000 at each described premises.
- b. The most we will pay for **damage** by a **covered cause of loss** is \$10,000 at each described premises for lawns, trees, shrubs and plants, but not more than \$ 2,500 for any one tree, shrub or plant.

We will not pay for **damage** to trees, shrubs, and plants resulting from the following causes of **damage**: windstorm or hail; vehicles; vandalism; disease or growth failure.

12. Personal Effects and Property of Others

- a. Personal effects owned by **you**, **your** officers, **your** partners or **your** employees. The most we will pay for **damage** is \$25,000 at each described premises.
- b. Personal property of others in **your** care, custody or control located in or on the **building** or in the open, or in a vehicle, within 1000 feet of the described premises. The most we will pay for **damage** is \$25,000 at each described premises. Our payment for **damage** to personal property of others will only be for the account of the owner of the property.

13. As respects practice income:

- a. Expenses to Reduce **Damage**.

We will pay any necessary expenses **you** incur, except the cost of extinguishing a fire:

- (1) to reduce the amount of **damage**;
- (2) to the extent that they do not exceed the amount of **damage** that otherwise would have been payable;

under this Coverage Part.

- b. Civil Authority

We will pay for the actual loss of **practice income** and **rents** you sustain caused by action of civil authority that prohibits access to the described premises due to the direct physical **damage** to property, other than at the described premises, caused by or

resulting from any **covered cause of loss**. This coverage will apply for a period of up to 30 consecutive days from the time of that action.

c. **Alterations and New Buildings**

We will pay for the actual loss of **practice income you** sustain due to direct physical **damage** at the described premises caused by or resulting from any **covered cause of loss** to:

- (1) new **buildings**, whether complete or under construction;
- (2) alterations or additions to existing **buildings**; and
- (3) machinery, equipment, supplies or **building** materials located on or within 1000 feet of the described premises and;
 - (a) used in the construction, alterations or additions; or
 - (b) incidental to the occupancy of new **buildings**.

If such direct physical **damage** delays the start of **your practice**, the **period of restoration** will begin on the date **your practice** would have begun if the direct physical **damage** had not happened.

14. **Money Orders and Counterfeit Paper Currency**

We will pay for loss due to:

- a. the acceptance in good faith, in exchange for merchandise, money or services, of any post office or express money order, issued or claiming to have been issued by any post office or express company, if the money order is not paid upon presentation; or
- b. the acceptance in good faith in the regular course of business of counterfeit United States or Canadian paper currency.

The most we will pay for any loss is \$10,000.

15. **Forgery and Alteration**

- a. We will pay for loss resulting directly from forgery or alteration of, on or in any check, draft, promissory note, or similar written promise, order or direction to pay a sum certain in money, made or drawn by or drawn upon **you** or made or drawn by one acting as **your agent** or claiming to have been so made or drawn.

- b. If **you** are sued for refusing to pay the covered instrument on the grounds that it has been forged or altered, and **you** have our written consent to defend against the suit, we will pay any reasonable legal expenses that **you** incur in that defense. The amount we will pay for these legal expenses will be a part of and not in addition to the limit of insurance applicable to the Forgery and Alteration coverage.

The most we will pay for any loss and legal defense is \$10,000.

16. **Dentist's Electronic Equipment**

We will pay for direct **damage** to covered **dentist's electronic equipment** (including extra expense), located on or within 1000 feet of the described premises, caused by or resulting from a **covered electronic equipment cause of loss** as defined below. The most we will pay for **damage** and extra expense covered by this covered related expense is \$25,000.

For purposes of this coverage, **dentist's electronic equipment** means any electronic dental equipment, computers, dental chair, x-ray equipment or other components capable of accepting information, processing it according to a plan and producing the desired results. This includes any telephone components or equipment, telephone switchgear, operating programs, related software, facsimile transmission equipment, telex equipment and other related hardware used for the transmission of communications. It also includes software for electronic data processing, recording or storage media such as films, tapes, cards, discs, drums or cells.

Covered electronic equipment cause of loss means risk of direct physical loss to **dentist's electronic equipment** except as excluded or limited below. The **covered electronic equipment cause of loss** also includes **electrical disturbance**.

We will not pay for loss or **damage** caused by or resulting from the exclusions as indicated below. Only the following exclusions as stated in this Coverage Part, Section II. Exclusions

apply to **dentist's electronic equipment**:

- a. exclusion A.4., Governmental Action;
- b. exclusion A.5., Nuclear Hazard;
- c. exclusion A.6., War and Military Action;
- d. exclusion B.2., Delay, loss of use or loss of market;
- e. exclusion B.4., Wear and tear;
- f. exclusion B.5., Rust, corrosion;
- g. exclusion B.7., seepage, migration;
- h. exclusion B.13., dishonest or criminal acts,

The following additional exclusions shall also apply:

- i. depreciation, obsolescence, dampness or dryness, cold or heat or any other cause of consequential loss or damage.
- j. error, omission in machine programming or incorrect instructions to a machine;
- k. errors, omissions or deficiencies in design, specification, materials or workmanship.

For purposes of this coverage **electrical disturbance** means electrical injury, magnetic injury, disturbance of electronic recordings or erasure of electronic recordings including **damage** caused by interruption of an electrical power supply, power surge, blackout or brownout.

The most we will pay for **practice income** as provided elsewhere in this Coverage Part for loss or **damage** covered by this covered related expense is \$2,500. This is part of and not in addition to the \$25,000 limit stated above for this coverage. The Valued Daily Limit as stated in the declarations will be used to determine the amount of the **practice income** loss. The Actual Loss Sustained provision of **Practice Income** Coverage does not apply and is not available for loss or **damage** to **Dentist's Electronic Equipment**.

17. Claim Data Expense

- a. We will pay the reasonable expenses **you** incur in preparing claim data when we require such data to show the extent of **damage**. This includes the cost of

taking inventories, making appraisals, preparing income statements and preparing other documentation.

- b. Under this Covered Related Expense, we will not pay for:

- (1) Any expenses incurred, directed or billed by or payable to attorneys, insurance adjusters or their associates or subsidiaries;
- (2) Any costs in connection with the Appraisal Condition as set forth in Section V. **CONDITIONS**; or
- (3) Any expenses incurred, directed or billed by or payable to insurance brokers or agents, or their associates or subsidiaries, without our written consent prior to such expenses being incurred.

- c. The most we will pay for preparation of claim data under this Covered Related Expense in any one occurrence is \$5,000 regardless of the number of premises involved.

C. Newly Acquired or Constructed Property

Except as otherwise provided, the following provisions apply to property located in or on the **building** or in the open, or in a vehicle, within 1000 feet of the described premises.

- 1. **You** may extend the insurance provided by this Coverage Part as follows:

- a. to apply to:

- (1) **your new buildings** while being built on the described premises; and
- (2) **buildings you** acquire at locations, other than the described premises, intended for similar use as the **building** described on the Declarations;
- (3) **your blanket dental practice personal property** at any location **you** acquire.

- b. The most we will pay for **damage** under this Coverage Extension is:

- (1) \$500,000 on each newly acquired **Building**;
- (2) \$250,000 on **Your Blanket Dental Practice Personal Property**, at each newly acquired location, whether owned, leased, occupied or controlled by **you**.

- c. **You** may extend **your practice income** coverage to apply at any location **you** acquire.

The most we will pay for loss is \$100,000 at each location.

- 2. Insurance for each newly acquired location will end when any of the following first happens:
 - a. this policy expires; or
 - b. 90 days expire after **you** acquire or begin to construct the property; or
 - c. **you** report values to us.

We will charge **you** additional premium for values reported from the date **you** acquire the property.

D. Property Not Covered

Covered property does not include:

- 1. accounts, bills, currency, deeds, evidence of debt, money, notes or securities, except as provided in paragraphs I.A.2.c., and I.A.2.e;
- 2. animals;
- 3. automobiles;
- 4. bridges, roadways, walks, patios or other paved surfaces;
- 5. contraband, or property in the course of illegal transportation or trade;
- 6. the cost of excavations, grading, backfilling or filling;
- 7. **fine arts** with a value exceeding \$1,000 per item except as provided in paragraph I.A.2.d.;
- 8. foundations of **buildings**, machinery or boilers if their foundations are below:
 - a. the lowest basement floor; or
 - b. the surface of the ground, if there is no basement;
- 9. land, including land on which the property is located, or water;
- 10. pilings, piers, wharves or docks;
- 11. property that is covered under another coverage part of this or any other policy in which it is more specifically described, except for the excess of the amount due, whether **you** can collect on it or not, from that other insurance.
- 12. retaining walls that are not part of the **building**;
- 13. underground pipes, flues or drains; or

- 14. vehicles or self-propelled machines, including aircraft or watercraft, that:

- a. are licensed for use on public roads; or
- b. are operated principally away from the described premises;

This exclusion does not apply to:

- a. snow removal or lawn care equipment of less than 20 horsepower; or
- b. rowboats or canoes out of water at the described premises;

that **you** own.

II. EXCLUSIONS

- A. We will not pay for **damage** caused directly or indirectly by any of the following. Such **damage** is excluded regardless of any other cause or event that contributes concurrently in any sequence to the **damage**.

1. Ordinance or Law

The enforcement of any ordinance or law:

- a. regulating the construction, use or repair of any property; or
- b. requiring the tearing down of any property, including the cost of removing its debris.

2. Earth Movement

Any earth movement other than **sinkhole collapse**, such as an earthquake, landslide, mine subsidence or earth sinking, rising or shifting. If **damage** by fire or explosion results, we will pay for that resulting **damage**.

3. Volcanic Eruption

Any volcanic eruption, explosion or effusion. If **damage** by fire, **building** glass breakage or **volcanic action** results, we will pay for that resulting **damage**.

4. Governmental Action

Seizure or destruction of property by order of governmental authority.

We will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this coverage part.

5. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

If **damage** by fire results, we will pay for that resulting **damage**.

6. War And Military Action

- a. war, including undeclared or civil war;
- b. warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

7. Water

- a. Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
- b. Mudslide or mudflow;
- c. Water that backs up from a sewer or drain except as provided under the covered related expenses;
- d. Water under the ground surface pressing on, or flowing or seeping through:
 - (1) foundations, walls, floors or paved surfaces;
 - (2) basements, whether paved or not; or
 - (3) doors, windows or other openings.

But if **damage** by fire, explosion or sprinkler leakage results, we will pay for that resulting **damage**.

B. We will not pay for **damage** caused by or resulting from any of the following:

1. artificially generated electric current, including electric arcing, that disturbs electrical devices, appliances or wires;

If **damage** by fire results, we will pay for that resulting **damage**.

2. delay, loss of use or loss of market;
3. smoke, vapor or gas from agricultural smudging or industrial operations;
4. wear and tear;
5. rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in

property that causes it to **damage** or destroy itself;

6. smog;

7. seepage, migration, escape, release, discharge or dispersal of contaminants or **pollutants** unless the seepage, migration, escape, release, discharge or dispersal is itself caused by any of the **specified causes of loss**. But if **damage** by the **specified causes of loss** results, we will pay for the resulting **damage** by the **Specified Causes of Loss**;

8. settling, cracking, shrinking or expansion;

9. nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents, or other animals;

10. mechanical breakdown, including rupture or bursting caused by centrifugal force; or explosion or other **damage** to steam boilers, steam pipe, steam engines or steam turbines, hot water boilers or other water heating equipment except sterilization heating equipment heating equipment or domestic water supply systems owned or leased by **you**, or operated under **your** control. If **damage** by fire or combustion explosion results, we will pay for that resulting **damage**. We will also pay for damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass;

11. continuous or repeated seepage or leakage of water that happens over a period of 14 days or more;

12. water, or other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment, except fire protective systems, caused by or resulting from freezing, unless:

a. **you** do **your** best to maintain heat in the **building**; or

b. **you** drain the equipment and shut off the water supply if the heat is not maintained.

13. dishonest or criminal acts by **you**, any of **your** partners, employees, directors, trustees, authorized representatives or anyone to whom **you** entrust the property for any purpose:

a. acting alone or with others; or

- b. whether or not happening during the hours of employment.

This exclusion shall not apply to acts of destruction by **your** employees, but theft by employees is not covered.

- 14. voluntary parting with any property by **you** or anyone else to whom **you** have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense;
 - 15. rain, snow, ice or sleet to personal property in the open; or
 - 16. collapse, except as provided under the Definition of **Covered Cause of Loss** for ALL RISKS OF DIRECT PHYSICAL LOSS A., Collapse.
- C. We will not pay for **damage** caused by or resulting from any of the following. If **damage** by a **covered cause of loss** results, we will pay for the resulting **damage**:
- 1. weather conditions. This exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Exclusions II. A.1. through 7. Above to produce the **damage**;
 - 2. acts or decisions, including the failure to act or decide, of any entity;
 - 3. faulty, inadequate or defective:
 - a. planning, zoning, development, surveying, siting;
 - b. design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - c. materials used in repair, construction, renovation or remodeling; or
 - d. maintenance;
of part or all of any property on or off the described premises.

D. Special Exclusions

As respects **practice income** coverage, we will not pay for:

- 1. any **damage** caused by or resulting from:
 - a. **damage** or destruction of **finished stock** or prosthesis; or
 - b. the time required to reproduce **finished stock** or prosthesis;
- 2. any **damage** caused by or resulting from direct physical **damage** to radio or television

antennas, including their lead-in wiring, masts or towers;

- 3. any increase of **damage** caused by or resulting from:
 - a. delay in rebuilding, repairing or replacing the property or resuming **your** practice, due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or
 - b. suspension, lapse or cancellation of any license, lease or contract. If the suspension, lapse or cancellation is directly caused by the suspension of **your** practice, we will cover such **damage** that affects **your practice income** during the **period of restoration**, but not beyond the **period of restoration**.
- 4. any other consequential **damage**.

E. LIMITATIONS

- 1. We will not pay for **damage** to:
 - a. the interior of any **building** caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:
 - (1) the **building** first sustains **damage** by a **covered cause of loss** to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or
 - (2) the **damage** is caused by or results from thawing of snow, sleet or ice on the **building**;
 - b. building materials and supplies not attached as part of the **building** or structure, unless held for sale by **you**, caused by or resulting from theft;
 - c. property that is missing, where the only evidence of the loss or **damage** is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property;
 - d. gutters and downspouts caused by or resulting from weight of snow, ice or sleet;
 - e. property that has been transferred to any entity or to a place outside the described premises on the basis of unauthorized instructions; or
 - f. outdoor radio or television antennas, including their lead-in wiring, masts or

towers when **damage** is caused by windstorm, hail, rain, sleet, snow, ice or weight of ice.

2. For **damage** by theft, the following types of property are covered only up to the limits shown:
 - a. \$2,500 for furs, fur garments, or garments trimmed with fur;
 - b. \$5,000 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item;
 - c. \$250 for stamps, tickets and letters of credit.

III. LIMITS OF INSURANCE

- A. The most we will pay for **damage** in any one event is the applicable limits of insurance shown on the Declarations.
- B. The Limits of Insurance applicable to **your Practice Income**, Extra Expense and Extended Practice Income shall be subject to annual aggregate limit of insurance of \$1,000,000 for any **damage** caused by a **Covered Cause of Loss**.
- C. Unless otherwise indicated, the limits of insurance applicable to the covered related expenses are in addition to the limits of insurance shown on the declarations. Payments under the following Covered Related Expenses will not increase the applicable limit of insurance:
 1. preservation of property; or
 2. debris removal; but if:
 - a. the sum of direct physical **damage** and debris removal expense exceeds the limit of insurance; or
 - b. the debris removal expense exceeds the amount payable under the 25% debris removal for covered related expenses;we will pay up to an additional \$25,000 for each location in any one event.
3. As respects **practice income** and **rents** the following will not increase the limit of insurance:
 - a. Alterations and New **buildings**;
 - b. Civil authority; and
 - c. Expense to Reduce **Damage**.

D. Deductible

We will not pay for **damage** to **your building** or **your blanket dental practice personal property** in any one event until the amount of **damage** exceeds the deductible shown on the Declarations. We will then pay the amount of **damage** in excess of the deductible, up to the applicable limit of insurance.

E. Inflation Guard

1. The Limit of Insurance for **building** and **blanket dental practice personal property** to which this coverage applies will automatically increase by the quarterly percentage shown on the Declarations.
2. The amount of increase will be:
 - a. the most recent limit of insurance exclusive of this coverage; multiplied by
 - b. the percentage of quarterly increase shown on the Declarations applied pro rata during each year.

F. Valuation

We will determine the value of covered property in the event of **damage** as follows:

1. **Building: Your Blanket Dental Practice Personal Property:**
 - a. On the basis of replacement cost, without deduction for depreciation.
 - b. This valuation does not apply to:
 - (1) property of others;
 - (2) contents of a residence;
 - (3) manuscripts;
 - (4) **fine arts**;
 - (5) outdoor equipment or outdoor furniture; or
 - (6) **stock**.
 - c. **You** may make a **claim** for **damage** covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event **you** elect to have **damage** settled on an actual cash value basis, **you** may still make a **claim** on a replacement cost basis if **you** notify us of **your** intent to do so within 180 days after the **damage**.
 - d. We will not pay on a replacement cost basis for any **damage**:
 - (1) until the **damaged property** is actually repaired or replaced; and

- (2) unless the repairs or replacement are made as soon as reasonably possible after the **damage**.

These requirements do not apply when **damages** are \$10,000 or less.

- e. We will not pay more for **damage** on a replacement cost basis than the least of:
 - (1) the limit of insurance applicable to the **damaged** property; or
 - (2) the cost to replace, on the same premises, the **damaged** property with other property:
 - (a) of comparable material and quality; and
 - (b) used for the same purpose; or
 - f. The amount **you** actually spend that is necessary to repair or replace the **damaged** property.
2. **Stock you** have sold but not delivered at the selling price less discounts and expenses **you** otherwise would have had.
3. Glass at the cost of replacement with safety glazing material if required by law.
4. Tenant's improvements and betterments at:
- a. replacement cost of the **damaged** property if **you** make repairs promptly;
 - b. a proportion of **your** original cost if **you** do not make repairs promptly. We will determine the proportionate value as follows:
 - (1) Multiply the original cost by the number of days from the **damage** to the expiration of the lease; and
 - (2) Divide the amount determined in (1) above by the number of days from the installation of improvements to the expiration of the lease.

If **your** lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.
- c. Nothing if others pay for repairs or replacement.
5. **Valuable papers and records**, including those which exist on **electronic media and records**, other than prepackaged software programs, at the cost of:
- a. blank materials for reproducing the records; and

- b. labor to transcribe or copy the records when there is a duplicate.

6. **Practice Income**

- a. **Actual Loss Sustained** - If **your** practice is suspended due to physical **damage** at the described premises or power failure as described under paragraph I.B.8., we will pay for the actual loss of Practice Income **you** sustain in accordance with paragraph I.A.3. unless a Valued Daily Limit is shown on the declarations. If a Valued Daily Limit is shown on the declarations, Practice Income will be valued in accordance with paragraph III.F.6.b. below.
- b. **Valued Daily Limit** - If **your** practice is suspended due to physical **damage** at the described premises or power failure as described under paragraph I.B.8., we will pay up to the number of days shown on the declarations:
 - (1) the limit per day shown on the Declarations if **your** practice is totally suspended; or
 - (2) the proportion of the limit per day if **your** practice is partially suspended. This proportion shall be calculated as the ratio of reduced practice hours compared to normal practice hours.

A day means a period of 24 hours, beginning at 12:01 A.M. and during which **your** practice was or would be conducted.

- c. Even if a Valued Daily Limit applies, **you** may alternatively make a claim for **practice income** covered by this insurance on an actual loss sustained basis during the **period of restoration** in accordance with Condition V.J.7.

7. **Rents** or other income at actual loss sustained. Consideration will be given to the experience before the loss and the probable experience had no loss occurred.

8. At actual cash value as of the time of **damage**, except as provided above.

IV. **DEFINITIONS**

"Accounts Receivable Records" means:

- A. all sums due **you** from customers, provided **you** are unable to effect collection;
- B. interest charges on any loan to offset impaired collections pending repayment of such amounts made uncollectible by **damage**;

- C. collection expenses in excess of normal collection cost made necessary because of **damage**; and
- D. other reasonable expenses incurred by **you** in re-establishing records of accounts receivable following such **damage**.

"Blanket Dental Practice Personal Property" means property other than **buildings**, consisting of the following:

- A. furniture and fixtures;
- B. machinery and equipment;
- C. **stock**;
- D. all other personal property owned by **you** and used in **your** practice;
- E. labor, materials or services furnished or arranged by **you** on personal property of others; and
- F. **your** use interest as tenant in improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:
 - 1. made a part of the **building** **you** occupy but do not own; and
 - 2. **you** acquired or made at **your** expense but cannot legally remove.

"Building" means the building or structure described on the Declarations, including:

- A. completed additions;
- B. permanently installed;
 - 1. fences, fixtures;
 - 2. machinery; and
 - 3. equipment;
 - 4. radio and television antennas and satellites including lead-in wiring and masts.
- B. outdoor fixtures;
- C. an appurtenant structure for up to 10 percent of the building limit.
- D. personal property owned by **you** that is used to maintain or service the **building** or its premises, including:
 - 1. fire extinguishing equipment;
 - 2. outdoor furniture;
 - 3. floor coverings; and
 - 4. appliances used for refrigerating, ventilating, cooking, dishwashing or laundering; and
- E. If not covered by other insurance:

- 1. additions under construction, alterations and repairs to the **building**;
- 2. materials, equipment, supplies and temporary structures, on or within 1000 feet of the described premises, used for making additions, alterations or repairs to the **building**.

"Covered Causes of Loss" means ALL RISK OF DIRECT PHYSICAL LOSS except as excluded or limited in Section II. Of this Coverage Part. ALL RISK OF DIRECT PHYSICAL LOSS shall also include the following:

A. Collapse

- 1. We will pay for **damage** caused by or resulting from collapse of a **building** or any of its parts caused only by one or more of the following:
 - a. the **specified causes of loss** or breakage of **building** glass, all only as insured against in this Coverage Part;
 - b. hidden decay;
 - c. hidden insect or vermin **damage**;
 - d. weight of people or personal property;
 - e. weight of rain that collects on a roof; and
 - f. use of defective material or methods in construction, remodeling or renovation if the collapse happens during the course of the construction, remodeling or renovation.
- 2. We will not pay for **damage** to the following types of property unless the **damage** is a direct result of the collapse of a **building**;
 - a. outdoor radio or television antennas, including their lead-in wiring, masts or towers;
 - b. awnings; gutters and downspouts;
 - c. yard fixtures, outdoor swimming pools;
 - d. fences; piers, wharves and docks; beach or diving platforms or appurtenances; or
 - e. retaining walls; walks, roadways and other paved surfaces.

Collapse does not include settling, cracking, shrinkage, bulging or expansion, nor shall this coverage increase the Limits of Insurance of this Coverage Part.

B. Water Damage

If **damage** caused by or resulting from covered **water damage** or other liquid, powder or molten material **damage** happens, we will also pay the

cost to tear out and replace any part of the **building** to repair **damage** to the system or appliance from which the water or other substance escapes.

We will not pay the cost to repair any defect that caused the **damage**; but we will pay the cost to repair or replace **damaged** parts of fire extinguishing equipment if the **damage**:

1. results in discharge of any substance from an automatic fire protection system; or
2. is directly caused by freezing.

"**Damage**" means partial or total loss of or damage to **your** covered property.

"**Electronic Media and Records**" means:

- A. electronic data processing, recording or storage media such as films, tapes, discs, drums or cells.
- B. data stored on such media; or
- C. programming records used for electronically controlled equipment.

"**Elevator**" means a hoisting or lowering device to connect floor or landings. It may or may not be in service. It may consist of several parts, such as: a car or platform; a shaft, hoistway, stairway, or runway; power equipment and machinery. For the purpose of this Coverage Part, **elevator** does not include:

- A. an auto servicing hoist;
- B. a hoist without a platform outside a **building**, which does not have mechanical power or is not attached to a **building** wall;
- C. any hoist or material hoist used in construction operations;
- D. an inclined conveyor used exclusively for carrying property; or
- E. a dumbwaiter used exclusively for carrying property and having a compartment height of 4 or less feet.

"**Falling Objects**" means **damage** to the interior of a **building** or property inside provided that the roof or an outside wall of the **building** is first **damaged** by a falling object. **Falling objects** does not include **damage** to:

- A. personal property in the open; or
- B. the interior of a **building**, or property inside a **building**, unless the roof or an outside wall of the **building** is first **damaged** by a **falling** object.

"**Fine Arts**" means paintings, etchings, pictures, tapestries, statuary, marbles, bronzes, porcelains

and bric-a-brac, art glass windows and other bona fide works of art or rarity, historical value or artistic merit.

"**Finished Stock**" means **stock** you have manufactured.

"**Period of Restoration**" means the period of time that:

- A. begins 24 hours immediately following direct physical **damage** or power failure as described under paragraph I.B.8 caused by or resulting from any **Covered Cause of Loss** at the described premises or power failure as described in paragraph I.B.8.; and
- B. ends on the date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality.

Period of restoration does not include any increased period required due to the enforcement of any ordinance or law that:

- regulates the construction, use or repair, or requires the tearing down of any property; or
- requires **you** or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**.

The expiration date of this policy will not cut short the **period of restoration**.

"**Practice Income**" means the:

- A. net income, meaning net profit or loss before income taxes, that would have been earned or incurred; and
- B. continuing normal operating expenses, including payroll.

"**Rents**" or other income means the sum of:

- A. gross income from the described property;
- B. the amount of all charges assumed by the tenants which would otherwise be **your** obligations; and
- C. rental value of that portion occupied by **you** or vacant portions that would have been rented had no **damage** occurred.

"**Sinkhole Collapse**" means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of **damage** does not include:

- A. the cost of filling sinkholes; or
- B. sinking or collapse of land into man-made underground cavities.

"Specified Causes of Loss" means the following: fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; **sinkhole collapse; volcanic action; falling objects:** weight of snow, ice or sleet; **water damage.**

"Stock" means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.

"Valuable Papers and Records" means written, printed or otherwise inscribed documents and records including books, maps, films, drawings, abstracts, deeds, mortgages, manuscripts, x-ray negatives and prints and patient's charts.

"Volcanic Action" means direct **damage** resulting from the eruption of a volcano when the **damage** is caused by:

- A. airborne volcanic blast or airborne shock waves;
- B. ash, dust or particulate matter; or
- C. lava flow.

All volcanic eruptions that happen within any 168-hour period will constitute a single event.

Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical **damage** to the described property.

"Water Damage" means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

V. CONDITIONS

The following Conditions apply in addition to the Common Policy Conditions.

A. Control of Property

Any act or neglect of any person other than **you** beyond **your** direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of **damage**, the breach of condition does not exist.

B. Legal Action Against Us

The following is added to the Common Policy Conditions:

No one may bring a legal action against us under this Coverage Part unless the action is brought within:

6 Years in South Dakota;

5 Years in Florida or Kansas;

4 Years in Wyoming;

3 Years in Maryland, North Carolina, North Dakota or Utah; or

2 Years in all other States;

after the date on which the direct physical **damage** happened.

C. Liberalization

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

D. No Benefits to Bailee

No entity, other than **you**, having custody of covered property will benefit from this insurance.

E. Other Insurance

1. **You** may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If **you** do, we will pay our share of the covered **damage**. Our share is the proportion that the applicable limit of insurance under this Coverage Part bears to the limits of insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same **damage**, other than that described in 1. Above, we will pay only for the amount of covered **damage** in excess of the amount due from that other insurance, whether **you** can collect on it or not. But we will not pay more than the applicable limit of insurance.

F. Transfer of Rights of Recovery

The following is added to the Common Policy Conditions:

You may waive **your** rights against another party in writing:

1. prior to **damage** to **your** covered property or covered income.
2. after **damage** to **your** covered property or covered income only if, at the time of **damage**, that party is one of the following:
 - a. someone insured by this insurance;
 - b. a business;
 - (1) owned or controlled by **you**; or
 - (2) that owns or controls **you**; or
 - (3) **your** tenant.

This will not restrict **your** insurance.

G. Abandonment

There can be no abandonment of any property to us.

H. Appraisal

If we and **you** disagree on the value of the property, the amount of net income and operating expense, or the amount of **damage**, either may make written demand for an appraisal of the **damage**. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of **damage**. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. pay its chosen appraiser; and
2. bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

I. Duties In the Event of **Damage**

You must see that the following are done in the event of **damage** to covered property:

1. Notify the police if a law may have been broken.
2. Give us prompt written notice of the **damage**. Include a description of the property involved.
3. As soon as possible, give us a description of how, when and where the **damage** happened.
4. Take all reasonable steps to protect the Covered Property from further **damage** by a **covered cause of loss**. If feasible, set the **damaged** property aside and in the best possible order for examination. Also keep a record of **your** expenses for emergency and temporary repairs, for consideration in the settlement of the claim. This will not increase the limit of insurance.
5. At our request, give us complete inventories of the **damaged** and undamaged property. Include quantities, costs, values and amount of **damage** claimed.
6. Permit us to inspect the property and records proving the **damage**. Also permit us to take samples of **damaged** property for inspection, testing and analysis.

7. If requested, permit us to question **you** under oath at such times as may be reasonably required about any matter relating to this insurance or **your** claim, including **your** books and records. In such event, **your** answers must be signed.

8. Send us a signed, sworn statement of **damage** containing the information we request to investigate the claim. **You** must do this within 60 days after our request. We will supply **you** with the necessary forms.

9. Cooperate with us in the investigation or settlement of the claim.

10. Resume all or part of **your** practice as quickly as possible.

J. Payment for **Damage**

1. In the event of **damage** covered by this Coverage Part, at our option we will either:

- a. pay the value of **damaged** property;
- b. pay the cost of repairing or replacing the **damaged** property;
- c. take all or any part of the property at an agreed or appraised value; or
- d. repair, rebuild or replace the property with other property of like kind and quality.

2. We will give notice of our intentions within 30 days after we receive the sworn statement of **damage**.

3. We will not pay **you** more than **your** financial interest in the covered property.

4. We may adjust **damages** with the owners of **damaged** property if other than **you**. If we pay the owners, such payments will satisfy **your** claims against us for the owners' property. We will not pay the owners more than their financial interest in the covered property.

5. We may elect to defend **you** against suits arising from claims of owners of property. We will do this at our expense.

6. We will pay for covered **damage** within 30 days after we receive the sworn statement of **damage** if:

- a. **you** have complied with all of the terms of this Coverage Part; and
- b. we have reached agreement with **you** on the amount of **damage**, or an appraisal award has been made.

7. The amount of **practice income** loss will be determined based on:

- a. the net income of the practice before the direct physical **damage** happened;
- b. the likely net income of the practice if no **damage** happened;
- c. the operating expenses, including payroll expenses, necessary to resume **your** practice with the same quality of service that existed just before the direct physical **damage**; and
- d. other relevant sources of information, including:
 - (1) **your** financial records and accounting procedures;
 - (2) bills, invoices and other vouchers; and
 - (3) deeds, liens or contracts.

We will reduce the amount of **your practice income** recovery by any amounts paid to **you**, or to the extent **you** can resume **your** practice, in whole or in part, by using **damaged** or undamaged property, including merchandise or **stock**, at the described premises or elsewhere.

We will not pay for any loss of **practice income** caused by direct physical **damage** to **electronic media** and records after the longer of:

- a. 90 consecutive days from the date of direct physical **damage**; or
 - b. the period, beginning with the date of direct, physical **damage**, necessary to repair, rebuild or replace, with reasonable speed and similar quality, other property at the described premises due to **damage** caused by the same event.
8. If **you** sustain any **rents** or other income reduction covered under this Coverage Part which exceeds the amount of coverage, all recoveries on account of the **damage**, less the actual cost of recovery, shall be applied to the reimbursement of **you** to the extent of **your** uninsured amount less the deductible amount.

K. Recovered Property

If either **you** or we recover any property after **damage** settlement, that party must give the other prompt notice. At **your** option, the property will be returned to **you**. **You** must then return to us the amount we paid to **you** for the property.

We will pay recovery expenses and the expenses to repair the recovered property, subject to the limit of insurance.

L. Vacancy

If the **building** where **damage** happens has been vacant for more than 60 consecutive days before the **damage**, we will:

1. not pay for any **damage** caused by any of the following even if they are **covered causes of loss**:
 - a. vandalism;
 - b. sprinkler leakage, unless **you** have protected the system against freezing;
 - c. **building** glass breakage;
 - d. **water damage**; or
 - e. actual or attempted theft;
2. reduce the amount we would otherwise pay for the **damage** by 15%.

A **building** is vacant when it does not contain enough **blanket dental practice personal property** to conduct customary practice, but **buildings** under construction are not considered vacant.

M. Mortgage Holders

1. The term "mortgage holder" includes:
 - a. any trustees;
 - b. the owner of the **building** at the described premises which is leased or rented to **you**, but only during the time **you** are a tenant in that **building**;
 - c. the owner of any equipment, materials or supplies which are leased to **you**, but only while at the described premises; and
 - d. any creditor with whom **you** have entered a contract for the sale of covered property whose interest is established by written contract.
2. We will pay for covered **damage** to covered property to each mortgage holder shown on the Declarations in their order of precedence, as interests may appear.
3. The mortgage holder has the right to receive **damage** payment even if the mortgage holder has started foreclosure or similar action on the covered property.
4. If we deny **your** claim because of **your** acts or because **you** have failed to comply with the terms of this Coverage Part, the

mortgage holder will still have the right to receive **damage** payment if the mortgage holder:

- a. pays any premium due under this Coverage Part at our request if **you** have failed to do so;
- b. submits a signed, sworn statement of **damage** within 60 days after receiving notice from us of **your** failure to do so; and
- c. has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgage holder.

All of the terms of this Coverage Part will then apply directly to the mortgage holder.

5. If we pay the mortgage holder for any **damage** and deny payment to **you** because of **your** acts or because **you** have failed to comply with the terms of this Coverage Part:
 - a. the mortgage holder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
 - b. the mortgage holder's right to recover the full amount of the mortgage holder's **claim** will not be impaired.

At our option, we may pay to the mortgage holder the whole principal on the mortgage plus any accrued interest. In this event, **your** mortgage and note will be transferred to us and **you** will pay **your** remaining mortgage debt to us.

6. If we cancel this policy, we will give written notice to the mortgage holder at least:
 - a. 10 days before the effective date of cancellation if we cancel for **your** nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
7. If we elect not to renew this policy, we will give written notice to the mortgage holder at least 10 days before the expiration date of this policy.

**WASHINGTON AMENDATORY ENDORSEMENT
BUILDING, BLANKET DENTAL PRACTICE PERSONAL PROPERTY AND INCOME COVERAGE PART**

We agree with you that the Building, Blanket Dental Practice Personal Property and Income Coverage Part is amended as follows:

- A. Under Section I., **COVERAGE AGREEMENTS**, A., Property Covered, 2., **Your Blanket Dental Practice Personal Property**, the following is added:

Your Blanket Dental Practice Personal Property includes personal effects and property of others that you lease or rent under written contract to the extent of your liability for the damage.

- B. Section I. **COVERAGE AGREEMENTS**, B., Covered Related Expenses, 12., Personal Effects and Property of Others, b., is deleted and replaced by the following:

- b. Personal property of others:

- (1) in your care, custody or control, except as provided in **Your Blanket Dental Practice Personal Property** above; and
- (2) located in or on the building described on the Declarations or in the open, or in a vehicle, within 100 feet of the described premises. The most we will pay for damage is \$10,000 at each described premises. Our payment, for damage to personal property of others will only be for the account of the owner of the property.

- C. Under Section II. **EXCLUSIONS** A., the first paragraph is deleted and replaced as follows:

A. We will not pay for damage caused by any of the excluded events described below. Damage will be considered to have been caused by an excluded event if the occurrence of that event:

1. directly and solely results in damage; or

2. initiates a sequence of events that results in damage, regardless of the nature of any intermediate or final event in that sequence.

- D. Section II. **EXCLUSIONS**, B.5. and B.9. are modified to include the following:

But this exclusion shall not apply as specifically described in Section IV., **DEFINITIONS**, "Covered Causes of Loss," A. Collapse.

- E. Under Section II. **EXCLUSIONS**, B.13., the following is added:

This exclusion or the Concealment, Misrepresentation, Fraud Condition will not apply to deny an insured's claim for an otherwise covered property loss if caused by an act of domestic abuse by another insured under the policy, and the insured making the claim files a police report and cooperates with any law enforcement investigation, and did not cooperate in or contribute to the creation of the damage.

Domestic abuse means physical harm, bodily injury, assault, or the infliction of fear of imminent physical harm, bodily injury or assault between family or household members. It includes sexual assault of one family or household member against another, stalking as defined by RCW 9A.46.110 of one family or household member by another family or household member, or intentionally, knowingly or recklessly causing damage to property so as to intimidate or attempt to control the behavior of another family or household member.

- F. Section III. **LIMITS OF INSURANCE**, F., Valuation, 1., **Building; Your Blanket Dental Practice Personal Property**; e. (2) is replaced by the following:

- (2) the cost to replace, on the same premises, the **damaged** property with other new property:

G. Section IV. **DEFINITIONS**, "**Volcanic Action**" is deleted and replaced by the following:

"**Volcanic Action**" means direct **damage** resulting from the eruption of a volcano when the **damage** is caused by:

- A. Volcanic blast or airborne shock waves; or
- B. Ash, dust or particulate matter.

Volcanic Action does not mean **damage** to:

- A. Land;
- B. Property in the open or in open sheds; or
- C. Portions of **buildings** not completely enclosed, or personal property contained within those **buildings**.

All volcanic eruptions that occur within any 72-hour period will constitute a single event.

Covered Related Expenses includes the cost to:

- a. remove the ash, dust or particulate matter from the interior and exterior surfaces of the covered **building**; and
- b. clean equipment and **stock**. If **stock** cannot be returned to its state before the volcanic eruption, the measure of **damage** will be the reduction in actual cash value.

Payment for removal applies only to the initial deposit of ash, dust or particulate

matter following a volcanic eruption. Subsequent deposits arising from the movement of volcanic dust or ash by wind or other means are not covered.

The following provision applies only to I., **COVERAGE AGREEMENTS**, A., Property Covered, 5., Extended Practice Income and 6., Rents.

The **period of restoration** arising from the need to remove is the time necessary to remove the matter described with reasonable speed from the Covered Property.

Volcanic Action does not include **damage** caused by, resulting from, contributed to or aggravated by:

- A. Fire,
- B. Explosion,
- C. Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not; or
- D. Earth movement, including but not limited to earthquake, volcanic eruption, landslide, lava flow, mud flow, earth sinking, earth rising or shifting.

H. Under section V. **CONDITIONS**, H., Appraisal, the last paragraph does not apply.

I. Section V. **CONDITIONS**, M., Mortgage Holders is replaced by the following:

Insurance Commissioner's Regulation No. 335/WAC-284-21-010 requires that Form 372 (Ed. 11-50) or Form 438 BFU (Ed. 5-42) be endorsed on this policy to replace this Condition.

All other provisions of the policy remain unchanged.

This endorsement is a part of **your** policy and takes effect on the policy effective date, unless a different date is specified below:

Named Insured

Policy Number

Effective date of this endorsement

Countersigned By: _____
Authorized Agent

STATE PROVISIONS — WASHINGTON

Any cancellation or non-renewal provisions contained in the policy to which this endorsement is attached are deleted and replaced by the following:

I. Cancellation

A. This policy can be canceled by either the first of **you** named or us.

1. **You** can cancel this policy at any time. To do so, **you** must:

- a. return the policy to us or any of our authorized representatives; or
- b. mail a written notice to us;

stating when the cancellation is to be effective. We must receive the policy or written notice before the cancellation date.

2. We can cancel this policy by giving written notice to **you** at least:

- a. 10 days, if cancellation is for non-payment of premium. However, **you** may continue the coverage by payment in full at any time prior to the date the cancellation is effective; or
- b. 45 days if cancellation is for any other reason;

before the date the cancellation is effective.

B. We will mail or deliver notice to **you** at the last mailing address known to us. A copy shall also be mailed or delivered to **your** agent.

C. We will also mail or deliver notice to any Mortgage Holder, pledgee or other person shown by the policy to have an interest in any loss which may happen under this policy, at their last mailing address known to us. The notice will be the same as that mailed or delivered to the first of **you** named.

D. Notice of cancellation will state the date and

hour the cancellation is effective. The policy will end on that date. The grounds for such cancellation shall also be stated.

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

F. If this policy is canceled, we will send the first of **you** named any premium refund due. If we cancel, the refund will be pro-rata. If **you** cancel, the refund will be at least 90% of the pro-rata refund.

The cancellation will be effective even if we have not made or offered a refund.

II. Non-Renewal

If we decide not to renew this policy, 45 days advance written notice shall be mailed or delivered to **you** at the address shown in this policy. Like notice shall also be mailed to each mortgagee, pledgee, or other person shown by the policy to have an interest in any loss which may happen. A copy shall also be mailed or delivered to **your** agent. The notice shall include the reason for such non-renewal.

In the event we are willing to renew this policy, a premium billing notice shall be mailed or delivered to **you** at the address shown in this policy not less than 20 days in advance of the renewal or anniversary date of this policy. The premium billing notice shall be based upon the rates and rules applicable to the ensuing policy period. If we or our authorized representatives fail to provide the required notice, **you** shall be entitled to renewal of this policy at the same premium rate and policy conditions as the expiring policy. Such renewal shall not prevent us from making changes in the rates and/or contract provisions of the policy once during the term of its renewal after at least 20 days advance notice of such change has been given to **you**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**FUNGI / MOLD / MILDEW / YEAST / MICROBE EXCLUSION
AND WATER DAMAGE LIMITATION
WASHINGTON**

This endorsement modifies insurance provided under the following:

COMMON POLICY CONDITIONS
GENERAL LIABILITY COVERAGE PART

I. THE GENERAL LIABILITY COVERAGE PART IS MODIFIED AS FOLLOWS:

The following is added to **Section II, EXCLUSIONS:**

We will not defend, or pay under this Coverage Part for:

loss due to **fungi** or **microbes**, meaning:

1. **Injury** or **damage** arising out of or relating to, in whole or in part, the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or growth or presence of any **fungi** or **microbes**.
2. Any loss cost or expense arising out of or relating to the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, or disposing of, or in any way responding to or assessing the effects of **fungi** or **microbes** by any insured or anyone else.
3. **Damage** caused by water where there also exists any **damage** arising out of or relating to, in whole or in part, the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or growth or presence of any **fungi** or **microbes**.

This exclusion does not apply where your business is food processing, sales, or serving, and the **injury** is caused solely by food poisoning in connection with such processing, sales or serving.

II. THE COMMON POLICY CONDITIONS ARE MODIFIED AS FOLLOWS:

The following is added to **Section XVIII, Definitions:**

"Fungi" means any form of fungus, including but not limited to, yeast, mold, mildew, rust, smut or mushroom, and including any spores, mycotoxins, odors, or any other substances, products, or byproducts produced by, released by, or arising out of the current or past presence of fungi. But **fungi** does not include any fungi intended by the insured for consumption.

"Microbe" means any non-fungal microorganism or non-fungal, colony-form organism that causes infection or disease. **Microbe** includes any spores, mycotoxins, odors, or other substances, products, or byproducts produced by, released by, or arising out of the current or past presence of microbes. But **microbe** does not mean microbes that were transmitted directly from person to person.



**WASHINGTON AMENDATORY ENDORSEMENT
GENERAL LIABILITY COVERAGE PART**

We agree with you that the **General Liability Coverage Part** is amended as follows:

- A. Section II., EXCLUSIONS, A. applies only to **injury** to any of **your** employees whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

With respect to **injury** to **your** employees whose employment is subject to the Insurance Act of Washington, Section II., EXCLUSIONS, A. is deleted and replaced with the following:

A. **injury** to:

1. an employee of **yours** arising out of and in the course of employment by **you**; or
2. any obligation to share a loss with or repay someone else who must indemnify because of the **injury**.

This exclusion does not apply to liability **you** assume under an **insured contract**.

- B. Section II., EXCLUSIONS, H., is deleted and replaced by the following:

H. **injury** or **damage** for which **you** may be held liable as a result of:

1. causing or contributing to the alcoholic beverage intoxication of any person;
2. furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
3. any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion only applies if **you**:

1. manufacture, sell or distribute alcoholic beverages; or
2. serve or furnish alcoholic beverages whether or not such activity is for the purposes of financial gain or livelihood.

All other provisions of this policy remain unchanged.

Named Insured

Policy Number

Effective Date of Endorsement

Countersigned By: _____

Authorized Agent



For All the Commitments You Make®

POLICYHOLDER NOTICE Economic and Trade Sanctions Conditions

Ethics and proper business conduct has been the cornerstone of CNA since 1897. While much has changed during the last century, our commitment to these core values has not wavered. We strongly believe that proper business conduct is more than the practice of avoiding wrong; it is also a matter of choosing to do right. Nowhere is this more essential than helping in the fight against terrorism. As such, we are committed to complying with U.S. Department of Treasury Office of Foreign Asset Control (OFAC) requirements.

Through a variety of laws, OFAC administers and enforces economic sanctions against countries and groups of individuals, such as terrorists and narcotics traffickers. These laws prohibit all United States citizens (including corporations and other entities) and permanent residents from engaging in transactions with sanctioned countries and with individuals and entities on the Specially Designated Nationals (SDN) list. Because all U.S. citizens and companies are subject to this law, we wanted to be sure you were aware of its scope and restrictions. If you haven't already done so, you may want to consider discussing this issue with your legal counsel to ensure you are in compliance.

For insurance companies, accepting premium from, issuing a policy to, insuring property of, or making a claim payment to an individual or entity that is the subject of U.S.-imposed economic sanctions or trade embargoes usually are violations of these laws and regulations. Fines for violating OFAC requirements can be substantial. CNA has established an OFAC compliance program part which includes the use of exclusionary policy language. We believe this makes good business sense for CNA and you.

The purpose of this letter is to advise you that your policy includes OFAC exclusionary policy language, which may reduce or eliminate certain coverage. Specifically, if it is determined that your policy violates certain Federal or State laws or regulations, such as the U.S. list of Specially Designated Nationals or Blocked Persons (organizations or individuals associated with terrorist groups), any term or condition of your policy will be null and void to the extent it violates the applicable laws or regulations of the United States.

We're sure you share our commitment to compliance and thank you for your cooperation.

Your policy language reads as follows:

ECONOMIC AND TRADE SANCTIONS CONDITION

The following condition is added to the Policy:

ECONOMIC AND TRADE SANCTIONS CONDITION

In accordance with laws and regulations of the United States concerning economic and trade embargoes, this policy is void from its inception with respect to any term or condition of this policy that violates any laws or regulations of the United States concerning economic and trade embargoes including, but not limited to the following:

1. Any insured, or any person or entity claiming the benefits of an insured, who is or becomes a Specially Designated National or Blocked Person or who is otherwise subject to U.S. economic or trade sanctions;
2. Any claim or "suit" that is brought in a Sanctioned Country or by a Sanctioned Country Government, where any action in connection with such claim or suit is prohibited by U.S. economic or trade sanctions;



For All the Commitments You Make®

3. Any claim or "suit" that is brought by any Specially Designated National or Blocked Person or any person or entity who is otherwise subject to U.S. economic or trade sanctions;
4. Property that is located in a Sanctioned Country or that is owned by, rented to or in the care, custody or control of a Sanctioned Country Government, where any activities related to such property are prohibited by U.S. economic or trade sanctions; or
5. Property that is owned by, rented to or in the care, custody or control of a Specially Designated National or Blocked Person, or any person or entity who is otherwise subject to U.S. economic or trade sanctions.

As used in this endorsement a Specially Designated National or Blocked Person is any person or entity that is on the list of Specially Designated Nationals and Blocked Persons issued by the U.S. Treasury Department's Office of Foreign Asset Control (OFAC) as it may be from time to time amended.

As used in this endorsement a Sanctioned Country is any country that is the subject of trade or economic embargoes imposed by the laws or regulations of the United States of America.

THIS DISCLOSURE NOTICE DOES NOT PROVIDE COVERAGE NOR DOES THIS NOTICE REPLACE ANY PROVISIONS OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGE AND PRICE OF YOUR POLICY. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS NOTICE, THE PROVISIONS OF THE POLICY SHALL PREVAIL. YOUR INDEPENDENT INSURANCE AGENT WILL BE ABLE TO EXPLAIN THE TERMS OF THE CONTRACT IN DETAIL.