



# Nautilus Insurance Company

## EMERGENCY MEDICAL SERVICES MEDICAL DIRECTORS PROFESSIONAL LIABILITY AND GENERAL LIABILITY INSURANCE POLICY

**THIS IS A CLAIMS MADE AND REPORTED POLICY. THIS POLICY IS LIMITED TO CLAIMS THAT ARE FIRST MADE AGAINST AN INSURED AND REPORTED TO THE COMPANY IN WRITING DURING THE POLICY PERIOD OR DURING THE EXTENDED REPORTING PERIOD, IF APPLICABLE. PLEASE READ THE ENTIRE FORM CAREFULLY.**

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

The Limit of Liability available to pay Damages shall be reduced and may be completely exhausted by payment of Claim Expenses. Please review the coverage afforded under this Policy carefully.

### I. INSURING AGREEMENTS

In consideration of the payment of premium, in reliance upon the statements in the application for this Policy, and subject to the Limit of Liability, Exclusions, Conditions and other terms of this Policy, the **Company** agrees to provide coverage as follows:

#### A. Emergency Medical Services Medical Directors Professional Liability Coverage

To pay on behalf of the **Insured** all **Damages** and **Claim Expenses** which the **Insured** shall become legally obligated to pay because of any **Claim** first made against the **Insured** during the **Policy Period** and reported to the **Company** in accordance with Section X. DUTY TO PROVIDE NOTICE of this Policy, based on any **Wrongful Act** arising from the rendering or failure to render **Professional Services** by the **Insured**, and provided that such **Wrongful Act** is committed:

1. during the **Policy Period**; or
2. prior to the **Policy Period** but after the **Retroactive Date**, if any; provided that prior to the effective date of the **Policy Period**:
  - a. the **Insured** had not given notice of such **Wrongful Act** to the insurer of any other policy in force prior to the effective date of this Policy;
  - b. the **Insured**, on or prior to the effective date stated in Item 2 of the Declarations of this Policy, did not know nor could have reasonably foreseen that such **Wrongful Act** might be expected to be the basis of a **Claim**; and
  - c. there are no prior or other policies which provide insurance for such **Claim**, unless the available limits of liability of such prior policy or policies are insufficient to pay such **Claim**, in which event this Policy will be specific excess over any such prior or other coverage but only to the extent coverage is provided by this Policy.

#### B. Emergency Medical Services Medical Directors General Liability Coverage

To pay on behalf of the **Insured** all **Damages** and **Claim Expenses** which the **Insured** shall become legally obligated to pay because of any **Claim** first made against the **Insured** during the **Policy Period** and reported to the **Company** in accordance with Section X. DUTY TO PROVIDE NOTICE of this Policy, for **Personal Injury** or **Property Damage** caused by an **Occurrence**, and provided that:

1. the **Occurrence** takes place after the **Retroactive Date**, if any; and
2. the **Insured**, on or prior to the effective date stated in Item 2 of the Declarations of this Policy, did not know of such **Occurrence**, nor could have reasonably foreseen that such **Occurrence**, circumstance, situation or incident might be expected to be the basis of a **Claim** under this Policy.

**C. Defense and Settlement**

The **Company** shall have the right and duty to defend, subject to the Limit of Liability, any **Claim** against the **Insured** seeking **Damages** which are payable under the terms of this Policy, even if the allegations of the **Claim** are groundless, false or fraudulent. However, the **Company** shall have no duty to defend the **Insured** against any **Claim** seeking **Damages** for loss or injury to which this Policy does not apply. The **Company** shall have the right to select and assign defense counsel. The **Insured** may engage additional counsel, solely at the **Insured's** expense, to associate in the defense of any **Claim**. The **Company** shall also have the right to investigate any **Claim** and/or to negotiate the settlement thereof, as it deems expedient, but the **Company** shall not commit the **Insured** to any settlement without the **Insured's** written consent.

It is agreed that the Limit of Liability available to pay **Damages** shall be reduced and may be completely exhausted by payment of **Claim Expenses**.

The **Company** shall have the right to make any investigation they deem necessary, including, without limitation, any investigation with respect to the application, and statements made in the application.

It is further provided that the **Company** shall not be obligated to pay any **Damages** or **Claim Expenses**, or to undertake or continue defense of any **Claim, Suit** or proceeding after the applicable limit of the **Company's** liability has been exhausted by the payment of **Damages** or **Claim Expenses** or after deposit of the applicable policy limit in a court of competent jurisdiction. Upon such exhaustion of the Limit of Liability, the **Company** shall have the right to withdraw from the further defense thereof by tendering control of the defense to the **Insured**.

Notwithstanding the foregoing, the **Company** has the sole right to settle any **Claim** under any of the following circumstances:

1. the settlement amount is within any Deductible amount, if applicable;
2. the **Insured** is deceased or adjudicated incompetent;
3. the **Claim** was reported to the **Company** during an **Extended Reporting Period**;
4. a judgment has been entered;
5. the **Insured's** license to practice medicine is suspended, revoked, surrendered, inactive or otherwise has been terminated; or
6. if, after reasonable efforts by the **Company**, the **Insured** cannot be located.

The **Company** may appeal any judgment against the **Insured** for any **Claim** covered by this Policy at its sole discretion.

As a condition precedent to issuance of this Policy, the **Insured** consents to the **Company's** reporting any **Claim** settlement, including factual details, to the National Practitioner's Data Bank or to any other professional or state agency pursuant to law or regulation.

**II. Who is Insured**

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

- A. if the **Named Insured** designated in Item 1 of the Declarations is an individual, the person so designated but only with respect to **Professional Services** in the capacity as an Emergency Medical Service Medical Director;
- B. if the **Named Insured** designated in Item 1 of the Declarations is a Corporation, Partnership, Limited Liability Corporation, Limited Liability Partnership, or other organization:
  1. the entity so designated; and
  2. any Emergency Medical Service Medical Director of such entity; and
  3. any employee of the **Named Insured**;but only with respect to **Professional Services**;

- C. any professional serving as a temporary replacement or substitute for a natural person **Insured** (“locum tenens”), but solely while such person is acting within their duties for, and on behalf of, the **Named Insured**. During the terms of such replacement (not to exceed 60 days per **Policy Period**), the person who is replaced by, or substituted for, shall not be an **Insured** under this Policy;
- D. any person or organization for whom the **Named Insured** is rendering **Professional Services** to the extent that the **Named Insured** and such person or organization have agreed in a written contract or written agreement that such person or organization is an Additional Insured on this Policy. Such person or organization is an Additional Insured only with respect to **Wrongful Acts** arising from the rendering of **Professional Services** by the **Named Insured**. In no event shall the acts, errors or omissions of the Additional Insured be covered by this Policy. A person or organizations’ status as an Additional Insured ends when the **Insured’s** contract or agreement with the Additional Insured has ceased;
- E. the estate, heirs, executors, administrators, assigns and legal representatives of any **Insured** person in the event of such **Insured’s** death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would otherwise be provided coverage under this Policy.

### III. COVERAGE TERRITORY

This Policy applies to any **Wrongful Act** or **Occurrence** which take place anywhere in the world provided that the **Claim** is first made against the **Insured** within the United States of America, its territories or possessions or Canada during the **Policy Period** or **Extended Reporting Period** when purchased in accordance with Section VIII. EXTENDED REPORTING PERIOD of this Policy.

### IV. SUPPLEMENTARY PAYMENTS

In addition to the applicable Limits of Liability, the following supplementary payments shall be provided by this Policy. However, these supplementary payments end when the **Company** has exhausted the applicable Limit of Liability stated in Item 3 of the Declarations.

- A. The **Company** will pay up to \$500 for loss of earnings to each **Insured** for each day or part of a day of such **Insured’s** attendance, at the **Company’s** written request, at a trial, deposition, hearing, mediation or arbitration proceeding involving a **Claim** against such **Insured** for **Damages**, but the amount so payable with respect to any **Claim** shall not exceed \$5,000 for all **Insureds**.
- B. The **Company** will pay up to \$5,000 per **Policy Period** for each **Insured**, not to exceed \$10,000 as to all **Insureds** per **Policy Period**, for reimbursement of attorney’s fees and other costs, expenses or fees resulting from the investigation or defense of a **Disciplinary Proceeding**; provided: notice of such **Disciplinary Proceeding** is both first received by the **Insured** and reported in writing to the **Company** during the **Policy Period** or the **Extended Reporting Period**, and such **Disciplinary Proceeding** arises out of **Wrongful Acts** committed by the **Insured** subsequent to the **Retroactive Date**, if any.
- C. The **Company** will pay up to \$5,000 per **Policy Period** for attorney fees charged by an attorney designated by the **Company** to prepare the **Insured** for deposition provided:
  - 1. the **Insured** receives a subpoena during the **Policy Period** for documents or testimony arising out of **Professional Services**; and
  - 2. the **Insured** provides the **Company** with a copy of the subpoena; and
  - 3. the subpoena arises out of a lawsuit to which the **Insured** is not a party; and
  - 4. the **Insured** has not been engaged to provide advice or testimony in connection with the lawsuit, nor has the **Insured** provided such advice or testimony in the past.

Any notice the **Insured** provides the **Company** of such subpoena shall be deemed notification of a potential **Claim** under X. DUTY TO PROVIDE NOTICE.

V. **EXCLUSIONS**

With respect to both Coverages A and B:

The coverage under this Policy does not apply to **Damages** or **Claim Expenses** incurred with respect to any **Claim**:

1. based upon or arising out of any obligation for which the **Insured** or any carrier as the insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law, or under any similar law, including but not limited to the Employee Retirement Income Security Act of 1974, and any amendments thereto;
2. based upon or arising out of **Personal Injury** to any employee of the **Named Insured** arising out of and in the course of their employment with the **Named Insured** or to any obligation of the **Insured** to indemnify another because of **Damages** arising out of such injury;
3. based on or arising out of the actual or alleged failure to effect or maintain any insurance or bond;
4. for which any **Insured** is also protected under a nuclear energy liability insurance policy or would have been protected under such a policy if that policy's limits of coverage had not been used up;
5. that results from the **Hazardous Property of Nuclear Material** and for which:
  - a. any **Insured** is required by law to maintain financial protection in accordance with the Federal Atomic Energy Act, or any of its amendments; or
  - b. any **Insured** is entitled, or would have been entitled had this Policy not been issued, to indemnity from the United States government, or any of its agencies, under any contract or agreement between the government, or any of its agencies;
6. based upon or arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants** at any time;
7. based upon or arising out of:
  - a. any request, demand or order that any **Insured** 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. any **Claim** by or on behalf of a governmental authority for **Damages** 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**.
8. based on or arising out of actual or alleged liability assumed by the **Insured** under any contract or agreement, including but not limited to breach of contract, other than a contract for services as an Emergency Medical Service Medical Director with a **Contracting Entity**;
9. based on or arising out of or alleging in whole or in part **Physical or Sexual Abuse**. This exclusion applies regardless of the legal theory or basis upon which the **Insured** is alleged to be legally liable or responsible in whole or in part for any **Damages** arising out of **Physical or Sexual Abuse**, including but not limited to assertions of improper or negligent hiring, employment or supervision, failure to protect or warn the other party, failure to prevent the **Physical or Sexual Abuse**, failure to prevent assault and battery, or failure to discharge an employee of the **Named Insured** or the **Contracting Entity**;

However, notwithstanding the foregoing exclusion, the **Insured** shall be entitled to a defense as provided under the terms of this Policy as to any **Claim** upon which a **Suit** is brought for any such alleged behavior, unless a judgment or final adjudication adverse to the **Insured**, or an admission by the **Insured** shall establish that such behavior caused, in whole or in part, the injury claimed in such **Claim**. The **Company** shall not be required to appeal a judgment or final adjudication adverse to the **Insured**;

10. based on or arising out of any circumstance for which the **Insured** or its insurer may be held liable under the National Labor Relations Act of 1938 (NRLA), the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), the Occupational Safety and Health Act (OSHA), The Worker Adjustment and Retraining Notification Act (WARN), Social Security, any workers' compensation, unemployment compensation or disability benefits law or under any similar law; provided, however, this exclusion shall not apply to any **Claim** based upon or arising from or in consequence of any actual or alleged retaliatory treatment of the claimant by the **Insured** on account of the claimant's exercise of rights under such law.

With respect to Coverage A:

The coverage under this Policy does not apply to **Damages** or **Claim Expenses** incurred with respect to any **Claim**:

1. based on or arising out of any actual or alleged criminal, dishonest, fraudulent or malicious act, error or omission, committed with actual, criminal, dishonest, fraudulent or malicious purpose or intent by or at the direction of any **Insured**. However, notwithstanding the foregoing, the insurance afforded by this Policy shall apply to **Claim Expenses** incurred in defending any **Suit** alleging such conduct until, by trial verdict, court ruling, regulatory ruling or legal admission, the **Insured** is found to have engaged in such conduct.
2. made by or on behalf of:
  - a. one **Insured** under this Policy against another **Insured** under this Policy;
  - b. any entity which is controlled, managed or operated by an **Insured**;
  - c. any entity in which an **Insured's** spouse or domestic partner has an ownership interest in excess of 10%; or
  - d. any entity which wholly or partly owns, operates or manages an **Insured**.
3. based on or arising out of any actual or alleged express warranties or guarantees;
4. based on or arising out of actual or alleged **Bodily Injury** to employees of the **Insured** or the **Contracting Entity** in the course and scope of their employment, or while they perform duties related to the **Insured's Professional Services**; including any obligations the **Insured** may have to share **Damages** with, or repay another party who must pay **Damages** because of the **Bodily Injury**;
5. brought by the spouse, child, parent, brother or sister of any employee of the **Insured** or the **Contracting Entity** as a result of **Bodily Injury** to such employee, regardless of whether the **Insured** may be liable as an employer or in any other capacity;
6. based on or arising out of the ownership, operation, maintenance or use of:
  - a. any sanitarium, hospital or medical center;
  - b. any clinic with bed care facilities;
  - c. any laboratory; or
  - d. any other business not designated as an **Insured** under this Policy;
7. based on or arising out of the actual or alleged rendering or failure to render any practice or procedure for which the **Insured** is not licensed or authorized to perform under the business and professions laws of the state in which the practice or procedure is rendered or to be rendered;
8. based upon or arising out of lockout, strike, picket line, related worker replacement(s) or other similar actions resulting from labor disputes or labor negotiations, provided, however, this exclusion shall not apply to any **Claim** based upon or arising out of **Professional Services**, including an error or omission in the oversight training or preparedness of others for whom the **Insured** is legally responsible;

9. based on or arising out of **Bodily Injury** or **Personal Injury** to any person arising out of the provision of medical services by the **Insured**, except when arising out of direct patient care provided within the scope of **Professional Services**.

With respect to Coverage B:

The coverage under this Policy does not apply to **Damages** or **Claim Expenses** incurred with respect to any **Claim**:

1. based on or arising out of **Property Damage** to premises alienated by the **Named Insured** arising out of such premises or any part thereof;
2. based on or arising out of loss of use of tangible property which has not been physically injured or destroyed resulting from:
  - a. a delay in or lack of performance by or on behalf of the **Named Insured** of any contract or agreement; or
  - b. the failure work performed by or on behalf of the **Insured** to meet the level of performance, quality, fitness or durability warranted or represented by the **Insured**;
3. based on or arising out of **Bodily Injury**, **Personal Injury** or **Property Damage** arising out of the ownership, maintenance, operation, use, loading or unloading of:
  - a. any automobile, aircraft or watercraft owned or operated by or rented or loaned to any **Insured**; and
  - b. any other automobile, aircraft or watercraft operated by any person in the course of his employment by an **Insured**;

provided, however, this exclusion does not apply to the parking of any automobile on premises owned by, rented to or controlled by the **Named Insured** or the ways immediately adjoining, if such automobile is not owned or rented or loaned to any **Insured**, and this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the **Named Insured**;

4. based upon or arising out of **Property Damage** to:
  - a. property owned or occupied or rented to the **Insured**;
  - b. property used by the **Insured**; or
  - c. property in the care, custody or control of the **Insured** or as to which the **Insured** is for any purpose exercising physical control;

provided, however, parts b. and c. of this exclusion do not apply with respect to liability under a written side-track agreement and part c. of this exclusion does not apply with respect to **Property Damage** (other than to Elevators) arising out of the use of an Elevator at premises owned by, rented to or controlled by the **Named Insured**;

5. based upon or arising out of **Bodily Injury**, **Personal Injury** or **Property Damage** for which the **Insured** or his indemnitee may be held liable:
  - a. as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages; or
  - b. if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed by, or because of the violation of any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage;
6. based on or arising out of **Bodily Injury**, **Personal Injury** or **Property Damage** due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing with respect to liability assumed by the **Insured** under an incidental contract;
7. based upon or arising out of **Aircraft Products** including consequential loss of use thereof resulting from **Grounding**;

8. based upon or arising out of **Bodily Injury, Personal Injury or Property Damage** expected or intended from the standpoint of the **Insured**; however, this exclusion does not apply to **Bodily Injury, Personal Injury** resulting from the use of reasonable force to protect persons or property;
9. based upon or arising out of **Personal Injury** in the course of or related to advertising or telecasting activities conducted by or on behalf of the **Named Insured**;
10. based on or arising out of **Bodily Injury or Personal Injury** to any person arising out of the provision of medical services by the **Insured**.

**VI. DEFINITIONS**

Whenever printed in boldface type, and whether in the singular or plural form in this Policy, including endorsements forming a part hereto, the following terms shall have the meanings indicated below.

- A. **Aircraft Products** means, whenever used in this Policy, any aircraft whether or not heavier than air (including spacecraft and missiles) and any ground support, guidance, control or communications equipment used in connection therewith, and also includes parts, supplies or equipment installed in or on or used in connection with aircraft, including tools, training aids, instructions, manuals, blueprints and other data, engineering and other advice, services and labor used in the operation, maintenance or manufacture of **Aircraft Products**.
- B. **Alternative Dispute Resolution** means arbitration, mediation, or other form of alternative dispute resolution.
- C. **Bodily Injury** means bodily harm, sickness or disease. It includes required care, loss of services and death that results from such harm, sickness or disease.
- D. **Claim** means:
  1. a demand or an oral or written notice received by the **Insured** from any party that it is their intention to hold the **Insured** responsible for any **Wrongful Act** or **Occurrence** to which this Policy applies;
  2. the **Insured's** knowledge of circumstances which could reasonably be expected to give rise to a **Suit** or demand against the **Insured** for a **Wrongful Act**;
  3. service of suit and the institution of other **Alternative Dispute Resolution** proceedings; and
  4. any **Suit**.

**Claim** shall not include a **Disciplinary Proceeding**.
- E. **Claim Expenses** means:
  1. fees charged by an attorney, arbitrator or mediator designated by the **Company**, and all other fees, costs, and expenses resulting from the investigation, adjustment and defense of a **Claim** or potential **Claim**, if incurred by the **Company**, or by the **Insured** with the **Company's** prior written consent;
  2. all costs taxed against an **Insured** with respect to a covered **Claim**, and interest on the covered portion of any judgment which accrues after entry of judgment and before the **Company** has paid or tendered or deposited, whether in court or otherwise; and
  3. premiums on appeal bonds and on bonds to release attachments with respect to covered **Claims**, but not for bond amounts in excess of the applicable Limits of Insurance or portions of any judgments not covered by this Policy. The **Company** shall have no obligation to collateralize or furnish any bond.

**Claim Expenses** do not include salaries of the **Company's** personnel.
- F. **Company** means the entity issuing this Policy as listed on the Declarations Page.



- G. **Contracting Entity** means an entity, organization or agency listed in the application on file with the **Company** for this **Policy Period** which is party to a written contract with the **Named Insured** for the performance of **Professional Services**.
- H. **Cyber Attack** means the unauthorized transmission of false or fraudulent data with the intent to destroy, damage, modify, disseminate or delete personal employee information maintained by the **Insured** on a computer or portable electronic device for the purposes of providing **Professional Services**.
- I. **Damages** means a compensatory monetary judgment, award or settlement which an **Insured** is legally obligated to pay for any **Claim** to which this Policy applies. **Damages** does not include:
1. punitive or exemplary **Damages**, sanctions, fines or penalties assessed against any **Insured** or the multiplied portion of a multiplied damage award;
  2. fees, expenses or other consideration paid or owed an **Insured**; or
  3. amounts which may be deemed uninsurable under the law pursuant to which this Policy shall be construed.
- J. **Discrimination** means the unlawful treatment of any person based on their race, color, religion, age, sex, sexual orientation or preference, marital status, pregnancy national origin, or any physical or mental impairment that substantially limits one or more of a person's major life activities. Physical or mental impairment does not include an impairment that is the result of the use of alcohol or illegal drugs.
- K. **Disciplinary Proceeding** means any proceeding brought against the **Insured** by a State or other regulatory or disciplinary official or agency to investigate charges alleging professional misconduct in performing **Professional Services**.
- L. **Extended Reporting Period**, means the period of time after the end of the **Policy Period** for reporting a **Claim** that is first made against the **Insured** arising from an **Occurrence** or **Wrongful Act** that fully occurred after the **Retroactive Date** and prior to the end of the **Policy Period**, and which is otherwise covered by this Policy.
- M. **Grounding** means, whenever used in this Policy, the withdrawal of one or more aircraft from flight operations or the imposition of speed, passenger or load restrictions on such aircraft because of the existence of or alleged existence of a defect, fault or condition in any Aircraft Product.
- N. **Hazardous Properties** include radioactive, toxic or explosive properties.
- O. **Insured** means any person or organization qualifying as an **Insured** in Section II. Who is Insured of this Policy. The insurance afforded applies separately to each **Insured** against whom a **Claim** is made or **Suit** is brought, subject to the **Company's** Limit of Liability.
- P. **Named Insured** means the individual or entity designated in Item 1 of the Declarations.
- Q. **Nuclear Material** means any of the following materials which are defined in the federal Atomic Energy Act, or any of its amendments:
1. source material;
  2. special **Nuclear Material**; or
  3. by-product material.
- R. **Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful condition, which results in **Personal Injury** or **Property Damage** sustained after the **Retroactive Date** stated in Item 4 of the Declarations.

- S. **Personal Injury** means injury, including consequential **Bodily Injury** arising out of one or more of the following offenses:
1. false arrest, detention or imprisonment, wrongful entry or eviction, or other invasion of private occupancy, or malicious prosecution or humiliation, except when maliciously inflicted by, at the direction of, or with the consent or acquiescence of the **Insured**;
  2. the publication or utterance of libel, slander or other defamatory or disparaging material, or a publication or utterance in violation of an individual's right to privacy alleged to have been made by or at the direction of and with such **Insured's** knowledge of the falsity thereof; or
  3. injury occurring in the course of the **Insured's** advertising activities, including but not limited to infringement of copyright, title, slogan, patent, trademark, trade dress, trade name, service mark or service number.
- T. **Physical or Sexual Abuse** means:
1. physical assault, abuse, molestation, or intentional neglect, or licentious, immoral, amoral or other behavior that was committed or alleged to have been committed by the **Insured** or by any person for whom the **Insured** is legally responsible; and/or
  2. sexual assault, abuse, molestation or licentious, immoral, amoral or other behavior which was threatened, intended to lead to or culminated in any sexual act whether committed intentionally, negligently, inadvertently or with the belief, erroneous or otherwise, that the other party is consenting and has the legal and mental capacity to consent thereto, that was committed, or alleged to have been committed by the **Insured** or by any person for whom the **Insured** is legally responsible.
- U. **Policy Period** means the period of time stated in Item 2 of the Declarations as **Policy Period**, or, if the Policy is terminated before the end of that period, then the period of time beginning with the effective date of this Policy as stated in the Declarations and ending with such earlier termination date.
- V. **Pollutant** 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.
- W. **Professional Services** means consulting services, guidance, leadership, oversight, training, quality assurance services and direct patient care incidental to the services performed by the **Insured** in their capacity as an Emergency Medical Services Medical Director pursuant to an agreement with a **Contracting Entity** for a fee, remuneration or other consideration.
- X. **Property Damage** means physical injury to or destruction of tangible property, including consequential loss of use thereof, or loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an **Occurrence**.
- Y. **Related Wrongful Acts** means **Wrongful Acts** which are the same as, related or continuous or that are logically or causally connected by reason of any common fact, circumstance, situation, transaction, casualty, event or decision.
- Z. **Retroactive Date** means the date specified in Item 4 of the Declarations.
- AA. **Sexual Harassment** means unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:
1. submission to such conduct is made, either explicitly or implicitly, a term and condition of an individual's employment;
  2. submission to, and rejection of, such conduct is used as the basis for employment decisions affecting such individual; or

3. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.
- BB. **Suit** means a civil proceeding in which **Damages** because of injury to which this Policy applies are alleged. **Suit** includes an **Alternative Dispute Resolution** proceeding in which such **Damages** are claimed and to which an **Insured** submits with the **Company's** written consent.
- CC. **Wrongful Act** means:
1. any actual or alleged act, error or omission committed by the **Insured** in the performance of, or failure to perform, **Professional Services**;
  2. any actual or alleged act, error, omission, neglect or breach of duty committed by the **Insured** in the performance of or failure to perform **Professional Services** while off duty, provided such services are within the scope of the **Insured's** duties as an Emergency Medical Services Medical Director as prescribed by State Law or Licensing/Certifying authorities;
  3. any actual or alleged wrongful termination committed by the **Insured**, whether actual or constructive, of an employee of a **Contracting Entity**; but only in the performance of **Professional Services**;
  4. any actual or alleged **Discrimination** committed by the **Insured**; but only in the performance of **Professional Services**;
  5. any actual or alleged **Sexual Harassment** of an employee of a **Contracting Entity** committed by the **Insured**; but only in the performance of **Professional Services**;
  6. any actual or alleged **Personal Injury** committed by the **Insured** in the performance of **Professional Services**;
  7. any actual or alleged retaliatory treatment committed by the **Insured** against an employee of a **Contracting Entity** as a result of such employee's exercise of rights under the law, but only in the performance of **Professional Services**;
  8. any actual or alleged breach of privacy of an employee of a **Contracting Entity** resulting from the theft of personal data maintained electronically by the **Named Insured** for the purposes of performing **Professional Services**; or
  9. any actual or alleged liability of the **Insured** for libel or slander of an employee of a **Contracting Entity** resulting from a **Cyber Attack**.

**VII. LIMIT OF LIABILITY**

**A. Emergency Medical Services Medical Directors Error and Omissions Coverage – Each Claim Limit**

The Limit of Liability stated in Item 3 A of the Declarations is the limit of the **Company's** liability for all **Damages** and **Claim Expenses** arising out of each **Claim** arising from any **Wrongful Act** in the rendering or failure to render **Professional Services** by the **Insured**.

**B. Emergency Medical Services Medical Directors General Liability Coverage – Each Occurrence**

The Limit of Liability stated in Item 3 B of the Declarations is the limit of the **Company's** liability for all **Damages** and **Claim Expenses** for each **Claim** arising from any **Occurrence** to which this Policy applies.

**C. Policy Aggregate**

The Limit of Liability stated in Item 3 C of the Declarations is the total limit of the **Company's** liability for all **Damages** and **Claim Expenses** arising out of all **Claims** covered by this Policy.

### D. Multiple Insureds, Claims and Claimants

The inclusion herein of more than one **Insured** or the making of **Claims** or the bringing of **Suits** by more than one person or organization shall not operate to increase the **Company's** Limit of Liability.

### E. Related Claims

All **Claims** based upon or arising out of the same **Wrongful Act** or any **Related Wrongful Acts**, or one or more series of any similar, repeated or continuous **Wrongful Acts** or **Related Wrongful Acts**, shall be considered a single **Claim**. Each **Claim** shall be deemed to be first made at the earliest of the following times:

1. when the earliest **Claim** arising out of such **Wrongful Act** or **Related Wrongful Acts** was first made; or
2. when notice pursuant to section VII. B. above of a fact, circumstance or situation giving rise to such **Claim** is given.

With respect to Coverage B, two or more **Claims** arising out of a single **Occurrence** shall be treated as a single **Claim**, regardless of when such **Claims** are made. All such **Claims**, shall be considered first made on the date on which the earliest **Claim** arising out of such **Occurrence** was first made against the **Insured**, and all such **Claims** shall be subject to the same Limit of Liability.

### F. Other Insurance

If any **Insured** is afforded coverage for a **Claim** under two or more policies of professional or general liability insurance issued by the **Company**, the **Company** shall not be liable under this Policy for a greater proportion of **Damages** and **Claim Expenses** than the Limit of Liability of this Policy bear to the total limits of all applicable insurance policies, and the **Company's** total liability as to such **Claim** shall not exceed the Limit of Liability of the policy which has the highest applicable Limit of Liability.

## VIII. EXTENDED REPORTING PERIOD

The Limit of Liability for the **Extended Reporting Period** shall be part of, and not in addition to the Limits of Liability of the **Company** for the **Policy Period**.

The right to an **Extended Reporting Period** shall not be available to the **Insured**: where cancellation or non-renewal by the **Company** is due to non-payment of premium or failure of an **Insured** to pay such amounts in excess of the applicable Limit of Liability, or the **Insured's** license to practice his or her profession has been revoked, suspended or surrendered at the request of any disciplinary or regulatory authority for reasons other than the **Insured** becoming totally and permanently disabled.

All notices and premium payments with respect to the **Extended Reporting Period** shall be directed to the **Company** through the entity named in the Policyholder Notice attached to this Policy.

At the commencement of the **Extended Reporting Period** the entire premium shall be deemed earned, and in the event the **Insured** terminates the **Extended Reporting Period** for any reason prior to its natural expiration, the **Company** will not be liable to return any premium paid for the **Extended Reporting Period**.

### A. Automatic Extended Reporting Period

In case of cancellation or non-renewal of this Policy by the **Named Insured** or the **Company** for any reason (except for non-payment of premium), an automatic sixty (60) day **Extended Reporting Period** effective at the termination of this Policy will be provided by the **Company** at no additional cost, unless this Policy is replaced with the same or similar insurance issued by the **Company** or any other **Company**, whether or not the limits are identical to those provided under this Policy.

### B. Optional Extended Reporting Period

In the event of cancellation or non-renewal of this Policy by the **Company**, the **Named Insured** shall have the right, upon payment of the premium set forth below, to purchase an **Extended Reporting Period**.

In order for the **Named Insured** to exercise this option, the payment of the premium for the **Extended Reporting Period** must be paid to **Company**, in full, within sixty (60) days of the non-renewal or cancellation. The Extended Reporting Period Endorsement is subject to the following additional premium:

1. 100% of the full annual premium for this Policy for a twelve (12) month period;
2. 150% of the full annual premium for this Policy for a twenty-four (24) month period;
3. 185% of the full annual premium for this Policy for a thirty-six (36) month period;
4. 210% of the full annual premium for this Policy for a forty-eight (48) month period; or
5. 225% of the full annual premium for this Policy for a sixty (60) month period.

### C. Death or Disability of the Insured

If the **Named Insured** designated in Item 1 of the Declarations is an individual, the **Named Insured** shall have the right, to elect an **Extended Reporting Period** without additional charge for an unlimited period of time following the effective date of cancellation or non-renewal of the Policy, provided that:

1. such cancellation or non-renewal results from the **Insured's** death or disability during the **Policy Period**;
2. the **Insured** is totally and permanently disabled for a minimum of six (6) months prior to the election of this option;
3. satisfactory written evidence of death or disability is provided to the **Company** within one (1) year of such death or disability;
4. all premiums and any Deductible due the **Company** have been paid in full; and
5. written notice of this election is received by the **Company** or its authorized agent, from the **Insured** or the **Insured's** legal representative within sixty (60) days after the effective date of such cancellation or non-renewal.

### D. Retirement

If the **Named Insured** designated in Item 1 of the Declarations is an individual, and such **Named Insured** retires from the practice of **Professional Services** during the **Policy Period** and has been **Insured** by an Emergency Medical Services Medical Directors Professional Liability and General Liability policy issued by the **Company** for five (5) consecutive years, the **Company** will provide the **Insured** an **Extended Reporting Period** of unlimited duration without additional charge.

The **Insured** will be deemed to have retired from **Professional Services** if, and only if, the **Insured** has ceased providing **Professional Services**. The rendering of consulting services, guidance, leadership, oversight, training, quality assurance services and direct patient care; performed by the **Named Insured** for others, either in an emergency situation requiring immediate intervention or occasionally on a voluntary or charitable basis will not terminate the **Extended Reporting Period** if the **Insured** does not receive compensation for such services, other than compensation for the reimbursement of expenses incurred in rendering such services.

## IX. OTHER INSURANCE

This Policy shall apply in excess of any other valid and collectible insurance available to any **Insured**, unless such other insurance is written only as specific excess insurance over the Limit of Liability of this Policy.

### X. DUTY TO PROVIDE NOTICE

It is a condition precedent to coverage under this Policy that all **Claims** be reported to the **Company** in compliance with this section of the policy.

- A. If any **Claim** is made against the **Insured**, the **Insured** shall immediately forward to the **Company** every demand, notice, summons or other process received by them or their representative.
- B. If during the **Policy Period** the **Insured** first becomes aware of any **Claim** or **Occurrence**, the **Insured** must give written notice to the **Company** during the **Policy Period**, as soon as practicable, but in no event later than 90 days after the expiration of the **Policy Period**
- C. If during the **Policy Period** the **Insured** first becomes aware of any fact, circumstance or situation which may reasonably be expected to give rise to a **Claim** being made against any **Insured**, the **Insured** may give written notice to the **Insurer**, as soon as practicable (but prior to the expiration of or cancellation of this **Policy**), of:
  1. the specific **Wrongful Act** or **Occurrence**; and
  2. the injury or damage which may result or has resulted from the **Wrongful Act** or **Occurrence**; and
  3. how the **Insured** first became aware of the **Wrongful Act** or **Occurrence**.Any subsequent **Claim** made against the **Insured** which is the subject of the written notice shall be deemed to have been made at the time written notice was first given to the **Company**.
- C. A **Claim** shall be considered to be reported to the **Company** when notice of the **Claim** is first received by **Company**.
- D. In the event of non-renewal of this Policy by the **Company**, the **Insured** shall have sixty (60) days from the expiration date of the **Policy Period** to notify the **Company** of **Claims** made against the **Insured** during the **Policy Period** which arise out of any **Wrongful Act** or **Occurrence** which took place prior to the termination date of the **Policy Period** and otherwise covered by this Policy.
- E. If any **Insured** makes a **Claim** under this Policy knowing such **Claim** is false or fraudulent, this Policy shall be rendered null and void.

### XI. ASSISTANCE AND COOPERATION OF THE INSURED

The **Insured** shall cooperate with the **Company** in all investigations, including investigations regarding the application and coverage under this Policy and, upon the **Company's** request, assist in making settlements, in the conduct of **Suits** and in enforcing any right of contribution or indemnity against any person or organization other than an employee of any **Insured** who may be liable to the **Insured** because of a **Wrongful Act** or **Occurrence**, with respect to which insurance is afforded under this Policy. The **Insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **Insured** shall not, except at its own cost, admit liability, make any payment, assume any obligation, incur any expense, enter into any settlement, stipulate to any judgment or award or otherwise dispose of any **Claim** without the consent of the **Company**.

### XII. ACTION AGAINST THE COMPANY

No action shall lie against the **Company** unless, as a condition precedent thereto, there shall have been full compliance with all terms of this Policy, nor until the amount of the **Insured's** obligation to pay shall have been finally determined either by judgment or award against the **Insured** after actual trial or arbitration or by written agreement of the **Insured**, the claimant and the **Company**.

Any person or organization or the legal representative thereof who has secured such judgment, award or written agreement shall thereafter be entitled to make a **Claim** under this Policy to the extent of the insurance afforded by this Policy. No person or organization shall have any right under this Policy to join the **Company** as a party to an action or other proceeding against the **Insured** to determine the **Insured's** liability, nor shall the **Company** be impleaded by the **Insured** or the **Insured's** legal representative. Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the **Company** of any of their obligations hereunder.

### XIII. SUBROGATION

In the event of any payment under this Policy, the **Company** shall be subrogated to all the **Insured's** rights of recovery against any person or organization and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing after the payment of **Damages** by the **Company** to prejudice such rights.

Any sums recovered through subrogation shall be apportioned as follows:

1. first, to repayment of the **Company's** expenses incurred toward subrogation;
2. second, to **Damages** and **Claim Expenses** paid by the **Company**;
3. third, to **Damages** and **Claim Expenses** paid by the **Insured** in excess of any Deductible;
4. fourth, to **Damages** and **Claim Expenses** paid by any excess or other insurer on behalf of the **Insured**; and
5. last, to repayment of any Deductible.

### XIV. CHANGES

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or estop the **Company** from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy, signed by the **Company**.

### XV. ASSIGNMENT

The interest hereunder of any **Insured** is not assignable. If the **Insured** shall die or be adjudged incompetent, this Policy shall cover the **Insured's** legal representative as the **Insured** with respect to liability previously incurred and covered by this Policy.

### XVI. NONRENEWAL

Any notice of non-renewal will be mailed to the **Named Insured** by first class, registered or certified mail at the last mailing address known to the **Company** at least sixty (60) days before the end of the **Policy Period**. Proof of mailing will be sufficient proof of notice.

### XVII. DECLARATIONS AND APPLICATIONS

By acceptance of this Policy, all **Insureds** agree that the statements in the Declarations and all applications are their agreements and representations, and that this Policy is issued in reliance upon the truth of such representations and that this Policy embodies all agreements existing between the **Insured** and the **Company** or any of its agents relating to this Policy.

**XVIII. CANCELLATION**

- A. This Policy may be cancelled by the **Named Insured** by surrender thereof to the **Company** or by mailing to the **Company** written notice stating when thereafter the cancellation shall be effective. This Policy may be cancelled by the **Company** by mailing to the **Named Insured** at the address stated in Item 1 of the Declarations written notice stating when, but not less than 60 days thereafter, such cancellation shall be effective. However, if the **Company** cancels this Policy because the **Named Insured** has failed to pay a premium when due, this Policy may be cancelled by the **Company** by mailing written notice of cancellation to the "**Named Insured**" at the address stated in the Declarations stating when, but not less than 10 days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery (where permitted by law) of such written notice either by the **Named Insured** or by the **Company** shall be equivalent to mailing.
- B. If the **Named Insured** cancels this Policy, earned premium shall be computed in accordance with the short rate table and procedure. If the **Company** cancels this Policy, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

**XIX. CONFORMITY TO STATUTE**

Notwithstanding anything contained herein to the contrary, in the event that any terms or conditions of this Policy conflict with any law applicable to the coverage afforded hereunder, the terms of this Policy shall be deemed amended to conform to such law or laws.

**XX. LIBERALIZATION**

If the **Company** adopts any revision that would broaden the coverage under the policy without additional premium at any time during the **Policy Period**, the broadened coverage will immediately apply to this Policy.

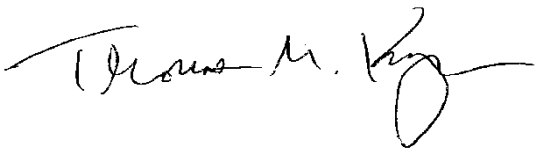
**XXI. BANKRUPTCY OR INSOLVENCY OF INSURED**

Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the **Company** of any of its obligations under this Policy.

**XXII. ENTIRE CONTRACT**

By acceptance of this Policy the **Insureds** agrees that the statements in the Declarations and application are the **Insureds'** agreements and representations, that this Policy is issued in reliance upon the truth of such representations and that this Policy embodies all agreements existing between the **Insureds** and the **Company** relating to this Policy.

In witness whereof, the **Company** has caused this Policy to be signed by its President and Chief Executive Officer and Secretary, but this Policy shall not be valid unless countersigned on the Declarations Page by a duly authorized representative of the **Company**.



*President and Chief Executive Officer*



*Secretary*