



Dentists/Oral Surgeons Professional Liability Coverage Part

LIBERTY INSURANCE UNDERWRITERS INC.

(A member of Liberty Mutual Group and hereinafter "the Company")

NOTICE: THIS IS A CLAIMS-MADE COVERAGE PART. COVERAGE IS LIMITED TO LIABILITY FOR CLAIMS FIRST MADE AGAINST YOU AND REPORTED TO US PURSUANT TO THE PROVISIONS OF THE POLICY. PLEASE REVIEW THE COVERAGE PARTS CAREFULLY AND DISCUSS THESE COVERAGES WITH YOUR INSURANCE AGENT OR BROKER.

Words and phrases that appear in boldface print have special meanings and are defined separately. The words "**you**" and "**your**" refer to the **Named Insured** and/or any **Insured** as further defined herein. Whenever a singular form of a word is used, the same will include the plural and vice versa.

In consideration of the premium paid, and in reliance upon the statements, information and documents furnished in or in connection with any application for this policy, the Company and the **Insureds** agree as follows.

I. INSURING AGREEMENTS

A. Professional Liability

Subject to the Aggregate Limit of Liability set forth in Item 6a. in the Declarations applicable to Professional Liability, the Company shall pay on behalf of the **Insured** those amounts such **Insured** is legally obligated to pay as **damages**, and will also pay **defense expenses**, for a **claim** resulting from a **wrongful act**, and which **claim** is first made against the **Insured** and reported to the Company in writing as soon as practicable during the **policy period** or any Extended Reporting Period, if applicable. The **wrongful act** must take place within the coverage territory and on or after the **retroactive date** but before the end of the **policy period**.

Any payment by the Company of **damages** or **defense expenses** shall be in excess of the Deductible amounts stated in Item 7. of the Declarations. The Deductible shall be applicable to each and every **claim** and shall be borne by the **Insured** and shall remain uninsured. The Company shall have no obligation to pay any amount owed by an **Insured** within the Deductible; however, in the event the Company voluntarily pays amounts owed within the Deductible, the **Insured** is obligated to make prompt reimbursement of such funds when requested by the Company.

B. Special Enhancements

1. Assault

Subject to the Aggregate Limit of Liability set forth in Item 6.B.1. in the Declarations applicable to Assault upon an Insured, the Company shall pay on behalf of the **Insured** those expenses such **Insured** incurs for **bodily injury** and/or **property damage** resulting from an assault upon such **Insured** while performing **professional services**. The assault must take place within the Coverage Territory and on or after the **retroactive date** but before the end

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of the **policy period**. The expenses incurred must be reported to us as soon as practicable after they are incurred.

2. Deposition Fees

Subject to the Aggregate Limit of Liability set forth in Item 6.B.2. in the Declarations applicable to Deposition Fees, the Company shall pay on behalf of the **Insured** reasonable and necessary legal fees, costs and expenses in connection with a deposition of such **Insured** involving a **wrongful act** which takes place on or after the **retroactive date** but before the end of the **policy period**, and for which the **Insured** is required to be deposed but is not the subject of a **claim** as a party to any litigation, arbitration or other proceeding.

3. Administrative Hearings

- a. The Company has the right and duty to defend the **Insured** and pay **administrative expenses** arising from an **Administrative Hearing**, regardless of whether the bases for such **Administrative Hearing** are groundless, false or fraudulent.
- b. The Each **Administrative Hearing** Limit shall be the amount shown in Item 6.B.3 in the Declarations. Coverage for such **administrative expenses** shall cease when this limit is exhausted. The maximum amount of **expenses** for all **Administrative Hearings** during the **policy period** shall be the Aggregate **Administrative Hearing** Limit as shown in Item 6.B.4 in the Declarations. All **Administrative Hearings** arising from the same series of continuous, related or repeated allegations shall be considered to be a single **Administrative Hearing** subject to the Each **Administrative Hearing** Limit.
- c. The Company shall not pay for **administrative expenses** arising from:
 - i. Any defense of a criminal prosecution;
 - ii. Any circumstances or events of which the **Insured** was aware, prior to the **policy period**, and which the **Insured** should have reasonably believed would result in an **Administrative Hearing**;
 - iii. Any legal matter other than an **Administrative Hearing**;
 - iv. Any application for initial placement on a medical staff;
 - v. Any costs the **Insured** incurs, including but not limited to loss of earnings, with regard to an **Administrative Hearing** other than any cost incurred at the specific and written request of the Company;
 - vi. Any defense of fraud or wilful non-compliance allegations with regard to Medicare/Medicaid or any other insurance reimbursement regulations or procedures unless, by way of final adjudication, such allegations are found to be false or unfounded;
 - vii. Any legal action commenced by the **Insured** including but not limited to an **Administrative Hearing**;
 - viii. Fines, penalties, punitive, exemplary or multiplied damages; or
 - ix. Any **Administrative Hearing** arising from an **Insured's** capacity as a manager, administrator, director, officer or committee member of a **utilization review** panel.

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d. Duties in the Event of an Administrative Hearing

- i. The **Insured** shall notify the Company as soon as practicable, but in no event later than forty eight (48) hours of receipt of notice of any **Administrative Hearing**.
- ii. The **Insured** shall:
 - (a) Furnish the Company, as soon as practicable, copies of any notices, summons or legal papers received in connection with the **Administrative Hearing**;
 - (b) Furnish the Company, upon request, with records and other information and submit to an interview by the Company or its representative concerning the full extent of the **Insured's** knowledge of the events leading to the **Administrative Hearing**. The Company shall also be entitled to immediately receive, upon request, copies of any agency or departmental correspondence the **Insured** received relating to the **Administrative Hearing**, including specifically any correspondence which may have predated the date of any application for this policy; and Cooperate and assist the Company with all reasonable requests in the handling of an **Administrative Hearing** including, but not limited to:
 1. Attending depositions and hearings;
 2. Securing and providing evidence; and
 3. Obtaining the attendance of witnesses.

e. Appeals

All **administrative expenses** incurred with respect to appeals and proceedings, or a series of continuous or interrelated appeals and proceedings, arising out of an **Administrative Hearing** shall be considered as part of the original **Administrative Hearing**. Payments for all such **administrative expenses** shall not exceed the Aggregate **Administrative Hearing** Limit shown in the Declarations.

f. Representation at an Administrative Hearing

- i. The Company shall pay **administrative expenses** in excess of any other insurance, no matter how such insurance is described, up to the Aggregate **Administrative Hearing** Limit, if:
 - (a) The **Insured** has access to legal services, other than those provided in this policy, which have the right and duty to defend the **Insured** at an **administrative hearing**; and
 - (b) The **Insured** has paid directly or indirectly for those legal services before the **administrative hearing** was initiated.
- ii. If the **Insured** does not have access to these legal services, the Company shall have the right to select any attorney to represent the **Insured** in the defense of an **administrative hearing**.

g. Action for Defamation and other Allegations

The Company shall pay for **administrative expenses** arising out of an **Administrative Hearing** where **bodily injury, property damage**, defamation, libel, slander, emotional distress, assault and battery, or matters that may be deemed uninsurable by law are alleged, but only if by way of final adjudication such allegations are found to be false or

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unfounded. If the **Insured** is found to be culpable of any of these allegations, the **Insured** shall reimburse the Company for all **administrative expenses** arising out of that **Administrative Hearing**.

4. Sexual Misconduct

- a. Subject to the Aggregate Limit of Liability of \$25,000, unless some alternative amount is set forth in Item 6.B.5 in the Declarations applicable to Sexual Misconduct, the Company shall pay **damages** with respect to the total of all **claims** and **suits** brought by or on behalf of an **Insured's** former or current patient or patient's relative involving any actual or alleged inappropriate, unsolicited and/or unwanted sexual physical contact which first takes place on or after the **retroactive date** and before the end of the **policy period**, by such **Insured** or someone for whom the **Insured** may be legally liable.
- b. In the event that any of the foregoing are alleged at any time, either in a complaint, during discovery, at trial or otherwise, any and all causes of action alleged and arising out of the same or related courses of professional treatment and/or relationships shall be subject solely to the limit for Sexual Misconduct set forth in Item I.B.4.a. above, and not in addition to the Limits of Liability otherwise afforded under this policy.
- c. The Company shall not be obligated to undertake nor continue to defend any suit or proceeding subject to the limit for Sexual Misconduct set forth in Item I.B.4.a. above, after such limit has been exhausted.

5. Loss of Earnings

Subject to the per day and Aggregate Limits of Liability set forth in Item 6.B.6 and 6.B.7 in the Declarations applicable to Loss of Earnings, the Company shall pay on behalf of the **Insured** those expenses such **Insured** incurs for Loss of Earnings as described in the definition of **defense expenses**.

II. WHO IS AN INSURED

Any person or entity appearing on the Declarations; endorsed onto Schedule A or Schedule B; and/or any person or entity otherwise defined herein or endorsed hereon as **Named Insured** or **Insured**.

III. LIMITS OF LIABILITY

- A. The Aggregate Limits shown in Item 6.A in the Declarations to this policy and the information contained in this Section is the most the Company will pay under any and all Insuring Agreements in Section I. of this policy, regardless of the number of:
 1. Persons or organizations covered;
 2. Claimants, **claims** made or suits brought; or
 3. Coverages under this policy which may be applicable.

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- B. The Each **Claim** limit is the most the Company shall pay for all **damages** arising from a single **claim** under Insuring Agreement I.A.
- C. All **claims** arising from continuous, repeated or related **wrongful acts** or **personal injury** offenses shall be treated as one **wrongful act** or **personal injury** offense. The limit in effect when the first **wrongful act** or **personal injury** offense took place shall apply, subject to Item I.B.4.

IV. DEDUCTIBLE

The **Insured** will be responsible for payment of the Deductible amounts shown in the Declarations. All **claims** arising from a **wrongful act**, **personal injury** offense or continuous, repeated or related **wrongful acts**, or **personal injury** offenses shall be subject to one Deductible. In the event the Company advances the Deductible or any portion thereof, the **Insured** shall repay the Company within thirty (30) days after being advised of such payment by the Company.

V. DEFENSE COSTS, CHARGES, AND EXPENSES

- A. **Defense expenses** shall be paid by the Company in addition to any and all applicable Limits of Liability, and shall not reduce any available Limit of Liability. However, upon the Company's payment of an applicable Limit of Liability, its obligation to pay or reimburse **defense expenses** shall cease with respect to any **claim** subject to an each **claim** Limit of Liability and cease with respect to all **claims** upon payment of the applicable Aggregate Limit of Liability.
- B. The Company has the right and duty to defend any suit brought against an **Insured** for a covered **claim**, even if the allegations of the suit are groundless, false or fraudulent. The Company's duty to defend any suit ceases after the applicable Limit of Liability has been exhausted as described in Section V. A., above.

The Company has the right to investigate any **claim**, at its sole discretion, if the Company believes that it is proper to do so. The Company will not settle any **claim** without the **Named Insured's** consent, which will not be unreasonably withheld. If the **Named Insured's** consent is being withheld, the Company may, at its own expense, request that a neutral Arbitrator decide whether consent has been unreasonably withheld. The decision of the Arbitrator shall be final and binding against all parties. The selection of the Arbitrator, and the rules governing the arbitration, shall be determined according to rules promulgated by the American Arbitration Association or a similar Alternative Dispute Resolution Company. A finding by the arbitrator that consent has been unreasonably withheld will authorize the Company to settle the **claim** or, alternatively, if mutually agreed upon, to tender control of the investigation and/or defense of the **claim** to the **Named Insured** upon payment to the **Named Insured** of the settlement amount. The Company shall have no liability to defend or pay **damages** incurred thereafter and shall have the right to withdraw from the further investigation and/or defense of the **claim**.

VI. EXCLUSIONS

This policy shall not apply to any **claim**:

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- A. Arising from an **Insured's** knowing, intentional, dishonest, fraudulent, criminal or malicious act, error or omission;
- B. Arising from disputes about fees, including collecting fees from third parties;
- C. Arising from a **wrongful act** as a manager, administrator or as director/officer or committee members of a **utilization review** panel. This exclusion does not apply to **wrongful acts** in the capacity of a member of a formal accreditation or review board, professional society or licensing board;
- D. Brought by or on behalf of any **Insured** under this policy;
- E. Arising from actual or alleged **discrimination** on any basis whatsoever;
- F. Arising from or involving any improper alteration, modification or tampering with medical records
- G. Arising from **bodily injury, property damage** or **personal injury** other than that which may arise from an assault, as described in Insuring Agreement B.1., or the rendering of or failure to render **professional services**,
- H. Arising from any misuse or improper release of confidential or proprietary information or any other act or omission in violation of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any regulations or rules promulgated thereto;
- I. Arising from fraud, abuse or non-compliance with respect to any law, rule or regulation pertaining to Medicare, Medicaid or similar state program;
- J. Arising from any business relationship outside of the provision of **professional services** to any past or present patient or client;
- K. Arising from liability assumed under any contract or agreement. This exclusion does not apply to liability an **Insured** would have in the absence of such contract or agreement which would otherwise be covered under this policy;
- L. Arising from any **wrongful act** for any services for which an **Insured** did not have a license or certification required by law;
- M. Arising from any **wrongful act** committed or alleged to have been committed while an **Insured** was under the influence of a drug or intoxicant;
- N. Arising from:
 - 1. The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**;

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2. Any direction, request, demand, order or statutory or regulatory requirement to test for, monitor, investigate, cleanup, remove, contain, treat, detoxify or neutralize **pollutants** or in any way respond to or assess the effects of **pollutants**; or
 3. Any cost, charge, expense or request for reimbursement arising out of 1. or 2. above;
- O.** Arising from the administration or use of:
1. Sargenti Paste,
 2. Chloral hydrate,
 3. Triazolam,
 4. Diazepam,
 5. Intravenous or intramuscular injections unless administered by a licensed provider of anesthetic services,
- P.** Arising from the use of x-ray, radium or any other radioactive substances for therapeutic treatment;;
- Q.** Arising from any experimental treatments, procedures or therapies.

VII. EXTENDED REPORTING PERIODS

A. AUTOMATIC EXTENDED REPORTING PERIOD

Upon termination of this insurance for any reason, other than non-payment of premium and/or Deductible or non-compliance with the terms and conditions of this policy, an **Insured** shall be entitled to a period of sixty (60) days from the date of policy termination to report **claims** first made prior to such termination and otherwise covered by this policy. This Automatic Extended Reporting Period may not be cancelled by the Company and does not require payment of an additional premium. This Automatic Extended Reporting Period shall be included within, and not in addition to, the Optional Extended Reporting Period, if such is purchased. All **claims** first reported during the Automatic Extended Reporting Period shall be considered as being reported during the **policy period**.

B. OPTIONAL EXTENDED REPORTING PERIODS

In the event of cancellation or non-renewal of this policy by either the **Named Insured** or the **Company**, the **Named insured** has the right, upon payment to the **Company** or any of its authorized agents of an appropriate additional premium as designated below within thirty (30) days of such termination, to extend the period during which **claims** can first be made against an **Insured** after the termination of the **Policy Period** for any actual or alleged act or omission occurring prior to the termination of the **Policy Period** and otherwise covered by this policy.

Premium for the Extended Reporting Period shall be computed according to the following percentages based on the annual premium amount listed in the Declarations of this policy:

- a one (1) year Extended Reporting Period for 100% for the expiring premium;
- a two (2) years Extended Reporting Period for 150% for the expiring premium;
- a three (3) year Extended Reporting Period for 185% for the expiring premium;
- an unlimited Extended Reporting Period for 225% for the expiring premium.

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C. NONPRACTICING EXTENDED REPORTING PERIOD

If an **Insured** retires or ceases practicing dentistry during the **Policy Period**, and such **Insured** has been continuously insured by the **Company** for the length of time listed below immediately prior to such retirement or cessation of practice, and such **Insured** is greater than 55 years old, then such **Insured** has the right, upon proper notification to the **Company** and payment to the **Company** or any of its authorized agents of an appropriate additional premium listed below within sixty (60) days of such retirement or the ceasing of practicing dentistry, to extend the period for reporting **claims** first made against such **Insured** after the termination of the **Policy Period** for any actual or alleged act or omission occurring prior to the termination of the **Policy Period** and otherwise covered by this policy for an unlimited period.

One year continuous coverage = 100% of the expiring premium;
Two years continuous coverage = 75% of the expiring premium;
Three years continuous coverage = 50% of the expiring premium;
Four years continuous coverage = 25% of the expiring premium;
Five years continuous coverage = 0% of the expiring premium.

D. DEATH OR DISABILITY OF AN INSURED EXTENDED REPORTING PERIOD

If the **Insured** dies during the **Policy Period**, such **Insured** shall be provided with a Death or Disability Extended Reporting Period commencing after the termination of the **Policy Period** at no additional premium until the executor or administrator of the estate is discharged, provided always that the death did not result from an intentionally self-inflicted injury, suicide or alcohol or drug abuse, and provided always that written notification and written proof of death of the **Insured** is provided within sixty (60) days of the date of death or prior to the end of the **Policy Period**, whichever is earlier.

If an **Insured** becomes **Totally and Permanently Disabled** during the **Policy Period**, such **Insured** shall be provided with a Death or Disability Extended Reporting Period commencing after the termination of the **Policy Period** at no additional premium until the **Insured** is no longer **Totally and Permanently Disabled**. It is a condition precedent to eligibility for such an extended reporting period that: (1) the **Insured** has had continuous coverage with the **Company** for at least three (3) consecutive full years prior to the date the **Insured** becomes **Totally and Permanently Disabled**; (2) the **Insured** or his legal guardian provides written notice of the disability to the **Company** no later than sixty (60) days from the date of the disability or prior to the end of the **Policy Period**, whichever is earlier; and (3) the **Insured** or the **Insured's** legal guardian provides a physician's written certification of the extent of disability, including the date it began.

If the disability has existed for fewer than six (6) months, then in addition to the above provisions, the **Insured** shall be provided with the Death or Disability Extended Reporting Period on the condition that at the end of the six (6) month period from the onset of the disability, the **Insured** or the **Insured's** legal guardian provides another physician's written certification that the **Insured** is medically considered to be **Totally and Permanently Disabled**.

The Extended Reporting Period set forth in this Section does not apply if the disability results from intentionally self-inflicted injuries, suicide attempts, alcohol abuse or drug abuse.

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The right to any of the extended reporting periods is not available to any **Insured** where cancellation or non-renewal by the **Company** is due to non-payment of premium or other money due to the **Company** or if the **Insured** has had his or her license to practice dentistry suspended or revoked.

The Limit of Liability available for any Extended Reporting Period is part of, and not in addition to, the Limit of Liability shown on the Declarations of the expiring policy.

None of the Extended Reporting Periods are cancellable or reimbursable. None of the Extended Reporting Periods are renewable. The additional premium for the Extended Reporting Period is fully earned at the inception of the Extended Reporting Period.

VIII. CONDITIONS

A. Coverage Territory

This policy shall apply to **wrongful acts** and **personal injury** offenses anywhere in the world, provided the **claim** is made and/or suit is brought in the United States of America, its territories and possessions, or Canada.

B. Duties in the Event of a Potential Claim or Claim

1. If, during the **policy period**, a **wrongful act** or **personal injury** offense takes place which the **Insured** reasonably believes may give rise to a **claim** for which coverage may be provided under this coverage part, the **Insured** shall, during the **policy period**, give prompt written notice to the Company. Such notice must contain:
 - a. Names of all **Insureds**, persons and/or organizations involved;
 - b. Names and addresses of any witnesses and injured people likely to make a **claim**;
 - c. A description of the potential **claim**; and
 - d. The date and circumstances by which the Insured first became aware of the potential **claim**.

If all of the foregoing notice specifics are met, a potential **claim** that becomes an actual **claim** after the end of the **policy period** or any applicable Extended Reporting Period will be deemed to have been made on the last day of the **policy period**. All terms and conditions in effect on that day will apply to the **claim**.

2. With regard to a **claim**, the **Insured** must notify the Company or its authorized representative in writing, of such **claim** as soon as practicable, but in no event later than forty eight (48) hours after notification and/or receipt of such **claim** by the **Insured**. Notice must include all of the following information:
 - a. Names of all **Insureds** involved;
 - b. The names of the claimants;
 - c. Copies of all demands, suit papers, notices, settlement offers, summonses or other legal documents received in connection with the **claim**, as soon as possible;
 - d. A description of the **wrongful act**, or **personal injury** offense; and



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- e. The date and circumstances by which **you** first became aware of the **wrongful act** or **personal injury** offense and **claim**.
3. Written notice of any **claim** against any **Insured**, as well as of each demand on or action against the Company, shall be delivered to the following address:

Liberty Insurance Underwriters Inc.
c/o Claims Division
55 Water Street, 18th Floor
New York, NY 10041

All notices to the Company must be in writing.

C. Assistance and Cooperation

The **Insureds** shall cooperate with and assist the Company in the investigation, settlement and defense of all **claims** or suits and, upon the Company's request shall:

1. Authorize the release of records and other information;
2. Enforce any legal rights the **Insureds**, or the Company on their behalf, may have against any party;
3. Attend depositions, hearings and trials; and
4. Secure and give evidence, and obtain the location of and cooperation of witnesses.

The **Insureds** shall do nothing to prejudice the Company's rights under this policy, nor shall they admit liability, assume any financial obligation or pay out any money or settle any **claim** without the written consent of the Company.

D. Legal Action Against The Company

No action shall lie against the Company unless there has been full compliance with all of the terms of this policy, and the **Insured's** liability and the amount of the obligation to pay has been finally determined either by judgment against the **Insured** after actual trial or by written agreement of the Insured, with the claimant or claimant's legal representatives and with the Company's approval.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy only 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 any action against the **Insured** to determine the **Insured's** liability, nor shall the Company be impleaded by the **Insured** or any legal representatives thereof.

E. Bankruptcy or Insolvency



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Neither the bankruptcy of an **Insured** nor any **Insured's** estate shall relieve the Company of its obligations under this policy.

F. Other Insurance

The insurance afforded under this policy is excess over any insurance available to the **Insured** with respect to any **wrongful act**, or **personal injury** or **Administrative Hearing** covered under this policy and will not apply until all other insurance has been exhausted, whether such other insurance is stated to be primary, contributing, contingent or otherwise, except this insurance is not excess over any other valid insurance written to be specifically excess of this policy.

G. Transfer of Rights of Recovery Against Others to the Company

If the **Insured** has rights to recover from another all or part of any payment the Company has made under this policy, those rights are deemed to be transferred to the Company. The **Insured** shall do nothing to impair or prejudice such rights. The **Insured** will do everything necessary to secure and preserve such rights. Any recoveries will be applied as follows:

1. First, to any interest (including the **Insured**) who has paid any amount in excess of the Limit of Insurance provided under this policy;
2. Next, to the Company; and
3. Then to any interest (including the **Insured**) as are entitled to claim the remainder, if any.

H. Changes

This policy contains all the agreements between the Company and the **Insureds** concerning this insurance. The **Named Insured** designated in the Declarations is authorized to make changes to this policy with the Company's consent. This policy can only be changed by a written endorsement duly issued and made a part of the policy.

The **Named Insured** must notify the Company within thirty (30) days of any material change in:

1. the addition of any **Insured** not covered as of the inception date of the policy;
2. the type of **professional services** provided;
3. the location of the **Insureds**; and
4. the outcome of any action involving the suspension, revocation or termination of a license to practice, except if it is solely the result of failure to pay required renewal dues or fees.

I. Special Rights and Duties of Named Insured

If there is more than one **Insured** under this policy, the **Named Insured** in the Declarations shall act on behalf of all **Insureds** as to:

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1. Giving and receiving notice of cancellation;
2. Payment of premiums and receipt of return premiums;
3. Acceptance of any endorsements to this policy; or

J. Other Member Companies of Liberty Mutual Group Policies

1. The Company or other member companies of Liberty Mutual Group may issue two or more insurance policies for the same **Named Insured**. These policies may provide coverage for:
 - a. **Claims** or suits arising from the same or related **bodily injury, property damage, personal injury or wrongful acts**; or
 - b. Persons or organizations covered in those policies that are jointly and severally liable.
2. In such a case, the Company will not be liable under this policy for an amount greater than the proportion of the loss that this policy's applicable Limit of Insurance bears to the total applicable Limits of Insurance under all such policies. In addition, the total amount payable under all such policies is the highest applicable Limit of Insurance among all such policies.

K. Conformance to Statute

To the extent a term of this policy conflicts with a statute of a state whose laws, rules or regulations may be applicable to the interpretation of the policy, the term shall be deemed amended so as to conform to minimum requirements of such laws, rules or regulations as may be applicable.

L. Representations

By accepting this policy, the **Insureds** agree that:

1. The statements in the Declarations and/or Application are true, accurate and complete;
2. If there is any material change in any **Insured's** professional practice or in any activities, services or answers described in and in connection with any application for this policy that occurs or is discovered between the date such application is signed and the inception date of any policy issued by the Company, the **Insured** must immediately report such change to the Company in writing. The Company reserves the right, upon receipt of such notice, to change or rescind any policy the Company issued;
3. Those statements shall be deemed to constitute material representations; and
4. The Company has issued this policy in reliance upon truth of those representations. This policy includes all of the agreements between the **Insureds** and the Company concerning this insurance. The misrepresentation of any material matter by any **Insured** will render this policy null and void.

IX. DEFINITIONS

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- A. Administrative Expense** means any reasonable and necessary expense incurred in connection with an **Insured** having to be defended at an **Administrative Hearing**, including legal fees and costs for pre-hearing discovery and investigation and other expense incurred on or after the disciplinary proceeding leading to such **Administrative Hearing** is commenced by receipt of written notice of such by an **Insured**.
- B. Administrative Hearing** means a disciplinary proceeding commenced against an **Insured** arising solely from the performance of **Professional Services**, and shall be limited to the following:
1. Any disciplinary proceeding commenced by a licensing authority against an **Insured** for unprofessional conduct;
 2. Any disciplinary proceeding commenced by the United States Department of Health and Human Services or similar federal or state agency, alleging that an **Insured** has rendered **Professional Services** in excess of or in violation of guidelines for appropriate utilization of these services; or
 3. Any disciplinary proceeding commenced by a licensed or certified hospital.
- C. Biomedical Waste** means any waste that, by virtue of its origin, may potentially contain human pathogens of sufficient virulence and in sufficient concentrations that exposure to it by a susceptible host could result in disease. Sources of **biomedical waste** include, but are not limited to human blood from emergency care, discarded “sharps,” and cultures and stocks of infectious agents.
- D. Bodily injury** means bodily harm, sickness or disease, including death resulting therefrom.
- E. Claim** means the receipt by an **Insured** of:
1. a written demand against any **Insured** for monetary or non-monetary relief; or
 2. a civil suit, arbitration, administrative, investigative or regulatory proceeding against any **Insured** commenced by:
 - i. the service of a complaint or similar pleading;
 - ii. the filing of a notice of charge, investigative order or like document alleging one or more **wrongful acts**. All **claims** based on or arising out of, directly or indirectly resulting from, or in any way related to the same or interrelated facts, circumstances, situations, transactions or events, regardless of whether or not more than one **wrongful act** actually or allegedly took place, shall be treated as one **claim** for the purpose of determining the applicable Limits of Liability and Deductible.
- E. Damages** means any compensatory amount paid as an award, judgment or settlement in excess of any applicable Deductible, and for which the Insured is legally obligated to pay as a result of a **Claim**. **Damages**, however, shall not include any of the following:
1. Punitive, exemplary, liquidated or multiplied damages;

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2. Salaries, remunerative, overhead or benefit expenses of an **Insured**;
3. Fines, penalties or taxes;
4. Injunctive, declaratory or administrative relief, including the monetary cost of discharging an obligation to provide such relief;
5. Return, restitution or disgorgement of any amount alleged to be ill gotten gain or otherwise wrongfully held by an **Insured**;
6. Any amount which is uninsurable under applicable law; or
7. The amount of any invoice or charge for **professional services** rendered.

Damages shall not be inclusive of **Defense Expenses**, except as otherwise explicitly provided by endorsement to this policy.

F. Defense Expenses means all amounts incurred by the Company with respect to any **claim** or suit it investigates, defends and/or settles, including and limited to the following:

1. Defense attorney fees and disbursements;
2. All costs taxed against any **Insured** in the suit;
3. Interest on the amount of any judgment that accrues after entry of the judgment and before the Company has paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit of Insurance;
4. All reasonable and necessary expenses incurred by an **Insured** at the Company's specific request to assist in the investigation or defense of a **claim** or suit. The Company shall also reimburse an **Insured** for loss of earnings, if an individual **Insured** is away from his or her employment as a provider of **Professional Services** at the specific request of the Company, but this reimbursement shall be subject to the Limits of Liability set forth in Item 6.A. in the Declarations applicable to Insuring Agreement I.A. and shall not be paid in addition to any other applicable Limit of Insurance; and
5. Premiums for appeal bonds, or bonds to release property used to secure a legal obligation, if required in a suit the Company defends. The Company shall only pay, however, for bonds valued up to the applicable Limit of Insurance, and have no obligation to appeal a suit it defends or to apply for or furnish these bonds.

G. Discrimination means any violation of any law, whether statutory or common law, which prohibits disparate treatment, based upon, but not limited to, race, color, religion, national origin, age, handicap or disability, sex or sexual orientation.

H. Good Samaritan Liability means any actual or alleged liability on the part of an **Insured** resulting from a sudden, unforeseen and emergent situation in which an **Insured** renders or fails

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to render **professional services**, and for which no fees or other payment is expected, requested or received.

- I. Insured** means the **Named Insured**, any individual or entity appearing on Schedule A or Schedule B as endorsed hereon, and also means any of the following, if applicable:
1. Any employee, student or unpaid volunteer who has been hired by the **Named Insured** to perform services other than the provision of direct patient care;
 2. Any member of a duly authorized board or committee of the **Named Insured**, any person communicating information to such board or committee, or any person charged with the duty of acting as a hearing officer or agent of such committee or executing directives of any such board or committee; provided, however, that any such person shall only be an **Insured** with respect to the scope of his/her duties as such;
 3. Any of the **Named Insured's** medical directors, administrators or department heads who are not employees, but only with respect to the scope of their duties as such;
 4. Any director, corporate officer or stockholder of the **Named Insured** solely in their capacity as such. Any member or partner of a joint venture or partnership specifically designated as an **Insured** appearing on Schedule B, but solely with respect to such member or partner's financial investment and/or administrative responsibilities as a member or partner;
 5. Any medical personnel, including employees, students or volunteers working at the **Named Insured's** facility(ies), but only while actually or allegedly performing and/or assisting in the performance of **professional services** under the direct supervision and guidance of any medical director of the **Named Insured**, or any **Insured** endorsed hereon via Schedule B.
 6. Any temporary substitute dentists (locum tenens), but only if **you** have notified the Company and received the Company's approval to add the locum tenens dentist, and only for **claims** based on or arising out of **professional services** performed while working on **your** behalf.
 7. The spouse(s) of any **Insured** person(s) are also **Insureds**, but only with respect to liability they may have solely as a result of their status as spouse.
- J. Named Insured** means the individual and/or entity(ies) designated as such in Item 1. of the Declarations.
- K. Nuclear Waste** means the radioactive waste left behind when nuclear processes are complete, regardless of the degree of radioactivity.
- L. Personal injury** means injury, other than **bodily injury**, arising out of one or more of the following offenses which pertains to **your** conduct of **professional services** or the activities of **your Named Insured** partnership or corporation:
1. False arrest, detention or imprisonment;
 2. Malicious prosecution;

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- 3. Wrongful eviction from, wrongful entry into or invasion of the right of private occupancy of a room dwelling or premises that a person occupies, by or on behalf of its owner, landlord or lessor;
 - 4. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
 - 5. Oral or written publication of material that violates a person's right of privacy.
- L. Policy period** means the period commencing on the effective date shown in the Declarations. This period ends on the earlier of the expiration date or the effective date of cancellation of this policy. If **you** became an **Insured** under this policy after the effective date, the **policy period** begins on the date **you** became an **Insured**.
- M. Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals, asbestos, asbestos containing materials, lead, lead containing materials and waste. Waste includes, but is not limited to, **biomedical waste**, **nuclear waste** and materials to be recycled, reconditioned or reclaimed.
- N. Professional services** means those dental care services disclosed on the Application for Dentists Professional Liability, including any supplements thereof, attached to and forming a part of this policy, and includes activities as a member of a formal accreditation, standards review or other professional board or committee. **Professional services** do not include **utilization review**.
- O. Property damage** means (1) physical injury to, or destruction of, tangible property; or (2) loss of use of tangible property, which has not been physically injured or destroyed.
- P. Retroactive date** means the date specified in Item 4. of the Declarations, if any, and is the earliest date that any **wrongful act** that takes place may be covered. However, coverage only applies to **wrongful acts** which you had no knowledge of or reason to believe would be the subject of a **claim** prior to this **policy period** or, if this is a renewal of a prior policy with the Company, the earliest effective date of all such prior policies. If no **retroactive date** appears on the Declarations then there is no coverage for **wrongful acts** that take place prior to the **policy period** unless otherwise endorsed hereon.
- Q. Totally and Permanently Disabled** means the **Insured** is wholly prevented from rendering **professional services**, provided that the disability has continued for at least six (6) months, is reasonably expected to be continuous and permanent, and the disability did not result from an intentionally self-inflicted injury, attempted suicide, or alcohol or drug abuse.
- R. Utilization review** means the review of the necessity, appropriateness, cost, type or utilization of **professional services** made without patient contact.
- S. Wrongful act** means any actual or alleged negligent act, error or omission in the rendering or failure to render **professional services**, including, but not limited to **Good Samaritan Liability**.

IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the Company, to the extent required by applicable law.



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David G. Cole

President

Dexter R. Legg

Secretary