



FLORIDA DOCTORS

INSURANCE COMPANY

Healthcare Facility Professional Liability Insurance Policy

**Claims Made Policy
Non-Assessable**

**7751 Belfort Parkway, Suite 100
Jacksonville, Florida 32256
(904)-296-2887 (800)-FLA-DOCS
Fax: (904)-296-8919**

Introduction

This **policy** is written in clear, straightforward English. Please read it and familiarize yourself with what it says. If **you** have any questions corrections or changes, please contact **us** at the telephone number or address provided on page 1 of this **policy**.

Your Professional Liability Policy is made up of the following items:

1. Coverage Summary (Separate Page)

This page tells **you** who is/are the **policyholder(s)** or **insured(s)**, the applicable limits of liability, which Coverage Parts and/or Endorsements are applicable, when coverage begins and ends as well as other information required for **you** to understand the **policy**. If this page is missing, please call or write **us** so **we** may send **you** another copy.

2. Coverage Part (Page 3)

Only those Coverage Parts shown on the Coverage Summary that have a premium shown or indicate the premium as included are applicable. Those applicable Coverage Parts provide **you** specific coverage agreements which detail the type of coverage provided by this **policy**. The **policy** may contain more than one Coverage Part, each providing different specific coverage agreements.

3. Policy Conditions (Page 7)

The conditions contained in this section apply to every Coverage Part and Endorsement(s) that is/are a part of this **policy**.

4. Definitions (Page 13)

The definitions contained in this section apply to every Coverage Part and Endorsement(s) that is/are part of this **policy**.

5. Endorsements (Separate Page)

Quite often, a **policy** will contain endorsements. Endorsements are added to ensure the **policy** complies with individual state requirements. In addition, endorsements may be used to broaden or restrict coverage, or may be used due to the specific nature of the risk of **your** practice. Endorsements to the **policy** at inception are listed on the Coverage Summary.

In consideration of the payment of the premium and in reliance upon all statements made and information furnished to us, including statements made in the application, Florida Doctors Insurance Company and the policyholder, subject to all of the terms conditions and limitations of this policy and any endorsements thereto, agree as follows:

PROFESSIONAL LIABILITY COVERAGE PART

1. Insuring Agreement

We will pay all sums in excess of the deductible amount stated in the Coverage Summary which **you** become legally obligated to pay as a result of a **claim** or **circumstance** arising from an act, error or omission in the rendering of or failure to render **professional services** by **you** or by someone for whom **you** are legally responsible.

The coverage is written on a claims-made basis, meaning that:

- A. The **claim** or **circumstance** must have arisen from **professional services** occurring on or after the **retroactive date** stated in the Coverage Summary; and
- B. The **claim** or **circumstance** must have first been made and reported to **us** while this insurance is in effect. **We** consider a **claim** to be made on the date **we** are first contacted regarding the **claim** or **circumstance**.

No coverage exists for **claims** or **circumstances** first made against **you** after the end of the **policy period** unless, and then only to the extent, an Extended Reporting Period applies, as determined in the Conditions section of the **policy**.

2. Limits of Liability

- A. The Per Claim coverage limit stated on the Coverage Summary is the most **we** will pay for all **claims** and any **circumstances** giving rise to such **claim**, that have arisen from an event or a series of events. The providing or failure to provide **professional services** to a **patient**, even when seen on different occasions and by different persons shall be considered having arisen from a series of events, and only one Per Claim coverage limit shall apply.
- B. The Aggregate coverage limit stated on the Coverage Summary is the most **we** will pay for all **damages** and all **claims** or causes of action of any kind arising from **claims** reported in any single **policy period**.
- C. The limit of liability shown on the Coverage Summary and subject to the provisions of this policy is the most **we** will pay as damages regardless of the number of **insureds**, **claims** made, **circumstances** reported or entities making **claims**.

3. Supplementary Payments

In addition to the Limits of Liability to pay a **claim**:

- A. **We** will pay all **Claim Expenses**.
- B. **We** will pay premiums for appeal bonds or to release property that is being used to secure a legal obligation, but only bonds valued up to the limit of liability of the **policy**. **We** have no obligation to apply for or to furnish the bond.

If, during the policy period, **you** receive a subpoena for documents or testimony arising out of **professional services** rendered by **you** after the retroactive date, and **you** would like **our** assistance

in responding to the subpoena, **you** may provide **us** with a copy of the subpoena and **we** will retain an attorney to provide advice regarding the production of documents, to prepare **you** for sworn testimony, and to represent **you** at such deposition, provided that:

- A. the subpoena arises out of a lawsuit to which **you** are not a party; and
- B. **you** have not been engaged to provide advice or testimony in connection with the lawsuit, nor have **you** provided such advice or testimony in the past.

4. Exclusions

This **policy** shall not cover:

- A. Contracts. Any **injury** or **damages** for liability that **you** have assumed under a contract or agreement. This exclusion does not apply to liability the **policyholder** or **insured physician** assumed in a contract with a health maintenance organization, preferred provider organization, independent practice association or other similar organization, but only for such liability as is attributable to **your** providing or failure to provide **healthcare services** to a **patient**.
- B. Vicarious Liability for Certain Employees. Any **injury** or **damages** resulting from **your** liability for the acts or omissions of any employed, contract or staff chiropractor, podiatrist, optometrist, physician's assistant, nurse anesthetist, nurse midwife or nurse practitioner, unless the employee has coverage under another insurance policy, issued either by **us** or by another company acceptable to **us**. This other insurance policy must carry limits of liability of at least \$250,000 / \$750,000. Proof of coverage must be provided to **us** if requested.
- C. Vicarious Liability for Physicians. Any **injury** or **damages** resulting from **your** liability for any employed, contract or staff intern, extern, resident, physician or surgeon; unless the intern, extern, resident, physician or surgeon has coverage under another insurance policy, issued either with **us** or with another company acceptable to **us**. This other insurance policy must carry limits of liability so that the individual complies with the financial responsibility laws contained in Chapters 458 and 459 of the Florida Statutes. Proof of coverage must be provided to **us** if requested.
- D. Certain Procedures. Any injury or damages resulting from your liability for or arising out of the performance of any elective procedures or services that are intended to reshape, change or improve the appearance of normal structures of the body without significantly improving the physiological function, as determined by us. Procedures or services include, but are not limited to:
 - a. surgical or non-surgical treatment of obesity, including morbid obesity, even if for medical reasons;
 - b. sex transformation operations;
 - c. surgery that is intended to allow the patient to see better without glasses or other vision correction including radial keratotomy, laser or other refractive eye surgery (cataract surgery is covered); and
 - d. cosmetic plastic surgical or non-surgical procedures or treatments.
- E. Records. Any **injury** or **damages** in the event someone **you** are legally responsible for fraudulently alters, defaces or falsifies any records.
- F. Sexual Activity. Any **injury** or **damages** resulting from **your** liability for or arising out of the sexual activity of those for whom **you** are legally responsible. This exclusion applies whether the sexual activity is done under the guise of treatment or otherwise and with or without the consent of the **patient**.

However, **you** are covered for liability caused by sexual activity of non-physician employees for whom **you** are legally responsible when such activity is done without **your** actual or implied knowledge, but only when such activity was with a **patient**. Injury or damages arising out of sexual activity between employees is not covered. **We** will defend any claim unless there is an admission by anyone of such relations or contact, or such relation or contact has been found to have occurred by any judicial, quasi-judicial or administrative body.

- G. Products. Any **injury** or **damages** for liability arising out of the manufacturing, selling, distribution, disposing, altering or dispensing of any product by **you**, or by any person **you** are legally responsible for, or to any person. But this exclusion does not apply to dispensing of pharmaceuticals or medical appliances to **your** own **patients** when such dispensing arises out of the rendering of or failure to render **healthcare services** to a **patient**.
- H. Sovereign Immunity. Any **injury** or **damages** resulting from **claims** that **you** or any entity for which **you** are serving is entitled to sovereign immunity defense or limitation. However, this exclusion does not apply if **you** are not entitled to sovereign immunity defense or limitation.
- I. Licensure Status. Any **injury** or **damages** resulting from **claims** or lawsuits arising out of **your** rendering or failing to render **professional services** while **your** license to practice or license to prescribe controlled substance has been suspended, revoked, restricted or voluntarily surrendered.
- J. Retroactive Date. Any **injury** or **damages** arising out of **professional services** which happened either before the **retroactive date** or after the **retroactive date** if on the effective date of this **policy** **you** knew, or should have known, or had been told that the **professional services** would result in a **claim**.
- K. Prior Reports. Any **claim** or **circumstance** that, on the effective date of this **policy**, is a known **circumstance**; a pending **claim** or proceeding; or a paid **claim**, whether or not such **circumstance** or **claim** has been reported to a prior insurer and/or disclosed on **our** application(s).
- L. Punitive Damages. Any **injury** or **damages** that award punitive or exemplary **damages** unless coverage for those types of **damages** is required by the state insurance regulatory agency where this **policy** is issued.
- M. Intentional Acts. Any **injury** or **damages** resulting from an intentional tort, criminal act, or for acts or omissions while under the influence of intoxicants or narcotics.
- N. Payments due under other laws. Any **injury** or **damages** that **you** must pay under any unemployment or workers' compensation, disability benefits, or other similar law.
- O. Mobile Equipment. Any **injury** or **damages** resulting from **you** owning, using, taking care of, operating, leasing or renting, loading or unloading, or entrusting to others any auto, non-owned auto, mobile equipment, motor vehicle, water craft or aircraft. Any auto, non-owned auto, mobile equipment, motor vehicle, water craft or aircraft which is loaned to **you** or which is operated for **you** by an employee in the course of their employment is also excluded.
- P. Injury to Employees. Any **injury** or **damages** to:
 - a. **your employee** arising out of and in the course of employment by **you**; or
 - b. the spouse, child, parent, brother or sister of that **employee** as a consequence of "a." above.

This exclusion applies to any liability **you** have assumed under any contract or agreement other than a contract covered by this **policy**. However, this exclusion shall not apply if you are providing immediate medical or surgical care to an **employee** after an **injury** or there is a **professional services circumstance** resulting from providing of **healthcare services** to an **employee**.

- Q. General Liability. Any **injury** or **damages** which **you** become legally obligated to pay as a result of a **claim** or **circumstance** alleging **injury**, **property damage** or **personal or advertising injury** caused by an **occurrence** which is not related to **professional services** provided by **you** to a **patient**.
- R. Employment Practices. Any **injury** or **damages** arising out of any:
- a. refusal to employ;
 - b. termination of employment;
 - c. coercion, demotion, reassignment, defamation, harassment (sexual or otherwise), humiliation, discrimination; or
 - d. any other employment related practices, policies, acts or omissions.
- S. Anti-Trust. Any **injury** or **damages** arising out of **claims** asserting any business or employment dispute, antitrust violations, unfair competition, boycott, conspiracy, the independent tort of conspiracy, trademark, patent or copyright infringement, misappropriation of trade secrets, breach of covenant not to compete, non-competition agreement, interference with business relations or contract, or any other act or omission which violates any statute, ordinance or regulation imposing any fine, penalty or other sanction.
- T. War. Any **injury** or **damages** due to any acts of war.
- U. Alcoholic Beverages. Any **injury** or **damages** due to **your** legal responsibility resulting from the manufacturing, distributing, selling or serving of alcoholic beverages, if **you** are the owner or lessor of locations used for such purposes.
- V. Government Payments. Any required return or withdrawal of fees or government payments to **you**, the payment of any fines, penalties, sanctions or any multiplication of amounts payable as penalties under this **policy** imposed by law.
- W. Private Counsel. Any fees, costs, expenses or other charges attributable to compensation of private legal counsel **you** may retain to protect **your** personal interests, whether or not a conflict of interest exists between **you** and **us**.
- X. ERISA. Any **damages** based upon the Employee Retirement Income Security Act of 1974, Public law 93-406 commonly referred to as the Pension Reform Act of 1974, and amendments thereto or similar provisions of any federal, state or local law.
- Y. Confidential Information. Any misuse or improper release of confidential, private or proprietary information, or any actual or alleged act, error or omission in violation of the Health Insurance Portability and Accountability Act of 1996 and any regulations promulgated in connection therewith, including but not limited to the Privacy Rule and the Security Rule.
- Z. Disciplinary Activity. Any administrative, disciplinary, licensing or regulatory claim or circumstance asserted by or on behalf of a government entity.

POLICY CONDITIONS

1. Duties of the Policyholder:

The **policyholder**, on behalf of all other **insureds**, will be:

- a. responsible for the payment of all premiums;
- b. the payee for any return premium **we** pay, unless otherwise instructed. However, if the premium is paid by a premium finance company, that organization shall be entitled to any return premium.
- c. responsible for promptly notifying **us**, in writing, of any change in the information provided to **us** in any application or other communication, including any change in medical procedures, location of practice, addition, substitution or termination of **employees**, partners, agents, and independent contractors; changes in the corporation, partnership or professional association or affiliation of the **policyholder**. A change may result in a condition that would not be covered by this **policy**;
- d. authorized to make changes in the terms of this policy with **our** consent;
- e. responsible for notifying **us** to cancel this **policy**.

2. The Policy Period:

Coverage under this **policy** shall begin at 12:01 AM standard time at the address and on the effective date shown in the Coverage Summary. If this **policy** replaces a **policy** ending at noon, rather than 12:01 AM, coverage shall begin at noon when coverage under the old **policy** expires. The coverage shall expire at 12:01 AM, standard time, on the expiration date shown in the Coverage Summary. If all or part of this **policy** is cancelled for any reason before that date, the coverage will end at 12:01 AM standard time on the termination date.

3. Premium and Audit:

Premium:

- a. All premiums paid to **us** shall be computed in accordance with **our** rules, rates, rating plans, premiums and minimum premium applicable on the effective date of the **policy**.
- b. The premium is due at inception. Each renewal premium is due on or before the beginning of the renewal period to which it applies. If any premium is not paid when due, this **policy**, if not previously cancelled, will be terminated in accordance with the cancellation provisions of this **policy**.

Audit:

- a. On this auditable **policy**, all or part of **your** premium may be based on estimates. The deposit premium is shown on the Coverage Summary and is due on the inception date of the **policy**.
- b. The actual premium is computed after the end of the policy period. **You** will send us a statement of your actual exposures. The actual premium shall be computed based on the rates and rules in effect when the **policy** was originally issued.
- c. If the actual premium computed is within 10% of the deposit premium (either higher or lower), no audit adjustment will be made. If it is more than 10% higher than what you have already

paid, **you** agree to pay **us** the entire difference. If it is more than 10% lower than what **you** have already paid, **we** will pay you back the entire difference. However, **you** will not pay less than any minimum annual premium agreed upon. Any difference to be refunded will first be applied to the outstanding balance of **your** current **policy**. Any remaining difference will be refunded to the **policyholder**.

- d. **You** also agree to allow **us** to examine and audit **your** books and records that relate to this insurance at any time up to three (3) years after the **policy** ends.

4. **Policy Changes:**

This **policy** can only be changed by a written endorsement to the **policy**. This endorsement must be signed by one of **our** authorized representatives. Notice to any of **our** agents or knowledge possessed by any such agent or any other person shall not act as a waiver or change any part of this **policy**. Any notice to any person will not prevent **us** from asserting any rights under the provisions of the **policy**.

We make changes in **our** standard **policy** from time to time and any change must comply with applicable state law. While **your** **policy** is in effect, **we** may make a change in **our** standard **policy** which may broaden or restrict coverage under that **policy**. However, **your** coverage will only be changed in the following manner:

- a. If the change broadens **your** coverage and the change can be added to **your** **policy** without requiring a premium increase, **you** will automatically receive the benefit of the broadened coverage.
- b. If the change restricts **your** coverage, it will not become effective until and unless **your** **policy** is renewed. We agree to notify the **policyholder** of any change that may restrict coverage at least ninety (90) days before the effective date of any renewal of **policy**.

5. **Renewal and Cancellation:**

Renewal: Neither the **policyholder** nor **us** is required to renew this **policy**. Any renewal will be on **policy** forms then in effect. **We** may renew by issuing a Coverage Continuation Summary specifying a new **policy period** or by offering a completely new **policy**. If the **policyholder** rejects **our** offer of renewal, either by failure to pay the premium on or before the effective date of such renewal or by written notice received by **us**, then any coverage under a new **policy period** or a completely new **policy** shall be null and void as of its effective date.

Cancellation: The **policyholder** can cancel this **policy** at any time. **We** have the same right. To cancel, the **policyholder** must mail or deliver to **us** written notice stating when the coverage is to end. If the **policyholder** cancels this **policy** during the **policy period**, the policy premium is subject to a minimum earned premium of twenty-five percent (25%) of the total premium and we shall retain ten percent (10%) of the unearned premium as a cancellation charge.

We will ordinarily provide the **policyholder** ninety (90) days notice of cancellation or nonrenewal. However, when the cancellation is due to nonpayment of premium or deductible, or the loss or suspension of the **policyholder's** license, **we** will only provide the **policyholder** ten (10) days notice of cancellation. If this **policy** is canceled by **us**, earned premiums shall be computed pro rata.

Premium adjustments 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 premiums is not a condition of cancellation.

Except as noted above concerning nonpayment of premium or deductible, or loss of license, after this **policy** has been in effect for ninety (90) days or longer, **we** will not cancel the **policy** except for one or more of the following reasons:

- a. failure to comply with underwriting requirements we establish within ninety (90) days of the date of effective date of coverage;
- b. substantial change of risk covered by the **policy**; or
- c. the cancellation of all of our **insureds** under this type of policy.

If **we** cancel the **policy** for any reason specified in a, b, or c above, **we** will provide the **policyholder** with a ninety (90) day cancellation notice.

6. **Policy Territory:**

This **policy** applies to **professional services** occurring in:

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

A **claim** must be made and suit must be filed within the United States of America only.

7. **Reporting Claims or Circumstances:**

Reporting Claims: If, during the **policy period** or any tail period, any **claim** is first made against **you**, **you** must notify us in writing as soon as possible. Such notice must include copies of all **claims** or demands or legal documents.

Reporting Circumstances: If, during the policy period or any tail period, **you** first become aware of a **circumstance**, **you** must give us written notice as soon as possible. If a **claim** is subsequently made against **you** arising out of the reported **circumstance**, it will be treated as if the **claim** had first been made during the **policy period**.

In the written notice of a **claim** or **circumstance**, be sure to include the time and place of the event, the persons involved, the specific nature of the incident, including the type of **claim** that may result, and the names and addresses of any witnesses and injured people.

Your deductible, if any, does not alter **your** obligations to report **claims** or **circumstances** to **us**.

8. **Cooperation in Claims Settlement Activities:**

You, or anyone for whom **you** are legally responsible, are required to fully cooperate with **us** or **our** designee in the making of settlements within the **policy** limits of liability, the conduct of suits or other proceedings and enforcing any right of contribution or indemnity against another, who may be liable to **you** because of **injury, damage**, loss or expense. If **we** ask, **you** shall attend hearings and trials; assist in obtaining and presenting evidence, and obtaining the attendance of witnesses.

You are required to cooperate fully in the review process prescribed under Florida Statute 766.106 if a notice of intent to file a **claim** for medical malpractice is made against **you**.

Do not agree to any financial obligations or make any payments of money without **our** authorization. Doing so will result in **our** not making reimbursement of any payment or obligation, even though it may have been covered by this **policy**.

Keep **your** records in a safe place. Do not alter, cancel or destroy **your** medical records or commit any act that would interfere with **our** ability to defend a **claim** or lawsuit against **you**. Create a separate litigation file for all items relating to a **circumstance, claim** or lawsuit.

9. Extended Reporting (Tail) Period:

- a. If this policy is canceled for any reason or is not renewed by **us**, an Extended Reporting (or "Tail") Period will be made available. This tail covers the liability as a result of a **claim** or **circumstance** arising from an act, error or omission in the rendering of or failure to render **professional services** by **you** or by someone for whom **you** are legally responsible that occurs on or after the **retroactive date**, and prior to the termination date, but which is first reported to **us** during the eighty-four (84) calendar months following immediately upon the termination date.
- b. An offer of renewal terms, conditions, limit of liability, retentions or premium different from those in effect prior to renewal does not constitute a cancellation or non-renewal.
- c. The automatic and optional tail periods will not be available when the **policy** was cancelled due to non-payment of premium and/or deductible or when **your** license or right to practice this profession is revoked, suspended or surrendered.
- d. The **policy** language that applied immediately prior to the termination date will apply to all **claims** submitted during the automatic and optional tail periods. The broadening of the coverage portion of the Policy Changes provision found in this Conditions section will not apply during the automatic and optional tail periods.
- e. The Per Claim limit of liability that applied to **you** on the termination date will apply to all **claims** or **circumstances** submitted during the automatic and optional tail periods. The aggregate limit that applied to **you** on the termination date is the maximum amount **we** will pay for all **claims** or **circumstances** covered under this **policy** prior to the cancellation as well as under the automatic and optional tail periods.
- f. The automatic and optional tail periods shall not apply to claims that are covered under any subsequent insurance **you** purchase or that would be covered but for exhaustion of the limit of insurance applicable to such claims.

Automatic Extended Reporting (Tail) Period

We will provide **you** with an automatic, non-cancelable tail period starting at the termination of the **policy period** if **you** have not obtained replacement coverage, whether a **policy** or risk transfer instrument, including but not limited to, self-insured retentions, deductibles or other alternative arrangements, within 30 days of the termination of this policy. This automatic tail period will terminate after thirty (30) days.

Optional Extended Reporting (Tail) Period

- a. **You** have the right, but not the obligation, to buy an optional extended reporting (tail) period endorsement.
- b. **You** must submit a written request expressing a desire to purchase this optional tail period endorsement within thirty (30) days after the termination date.
- c. **You** must pay any amounts owed to us promptly when due together with any earned but unpaid premium which may be due under the terminated policy. Once paid, the premium for the optional tail period endorsement is non-refundable and considered fully earned.
- d. The optional tail period, if any, will run concurrently with the automatic tail period. If purchased, the optional tail period may not be cancelled.
- e. If **you** do not elect the optional tail period endorsement as described above or **you** fail to pay the additional premium with the timeframe described in (b) and (c) above, **you** will not have the right

to purchase the optional tail period at a later time. Failure to elect the optional tail period or to pay the premium will not affect the application of the automatic tail period described above.

10. Settlement of Claim or Suit:

We will investigate and defend any **claim** covered by this policy brought against **you** for **damages** and will do so even if the **claim** is groundless, false or fraudulent.

We have the right to determine, to make, and to conclude, without **your** permission, in accordance with applicable law, any settlement within **your policy** limits.

If the claim is submitted to an arbitration or mediation proceeding, **we** will exercise all of **your** rights in the choice of arbitrator or mediator and in conducting the arbitration or mediation proceeding.

We will not defend or pay a claim after the applicable Limit of Liability has been used to pay judgments or settlements.

11. Assignments and Transfers:

Assignment of interest under this **policy** shall not bind **us** unless **our** written consent has been issued as an endorsement to this **policy**.

12. Other Insurance:

A loss that is covered under this **policy** may also be covered under another insurance **policy** or risk transfer instrument. This includes, but is not limited to:

- self-insured retentions;
- deductibles; or
- other alternative arrangements.

The coverage provided by all Coverage Parts of this **policy** shall apply as excess insurance to any coverage under another insurance **policy** or risk transfer instrument.

We shall not be liable under this **policy** for a greater proportion of such loss than the applicable limit of liability under this **policy** for such loss bears to the total applicable limits of liability of all valid and collectible insurance or risk transfer instruments, whether primary, contributory, excess, contingent or otherwise.

These other insurance provisions do not apply to any insurance policies or risk transfer instruments written as specific excess insurance over the limits of liability of this **policy**.

13. Recovering Damages From a Third Party:

You may be able to recover all or part of a loss from a person or organization other than **us**; therefore, **you** must do all that is reasonably possible to preserve any right of recovery. If **we** make a payment under this **policy** then the right of recovery shall belong to **us** (on **your** behalf). If **we** recover more than **we** have paid then the excess shall belong to **you**, but **we** shall deduct **our** recovery expenses first, including our attorney's fee.

14. Lawsuits Against Us:

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

- a. **you** have fully complied with all the provisions of this **policy**; and

- b. the amount of **your** obligation to pay has been decided. Such amount can be set by court judgment or by written agreement between **you, us** and the claimant.

No person or organization (including **you**) can join **us** in an action against **you**, and no one can sue **us** directly on a **claim** against **you**.

After liability against **you** has been determined by court judgment or written agreement, the party making the **claim** may be able to recover under this **policy** but only up to the limit of **your** coverage. If **you** are adjudged bankrupt or become insolvent, **we** will still be obligated under this **policy**.

15. Fraud and Misrepresentation:

This **policy** shall be null and void if **you**, either before or after a loss:

- a. fail or refuse to disclose any relevant fact or information to **us**;
- b. alter, conceal or destroy any relevant record or document;
- c. mislead **us** or defraud or lie to **us** about any relevant issue relating to coverage under this **policy**.

16. Inspection:

You agree to let **us** inspect **your** property and business operations during normal business hours while this **policy** is in force. **We** are not required to make inspections. Nor will **we** guarantee that:

- a. **your** property or operations are safe; or
- b. the property conforms to any laws, rules or regulations.

Any inspection will relate only to insurability under the **policy** and premium charged.

17. How State Law Affects this Policy:

This **policy** is issued according to the laws of the state shown in the address of the **policyholder** as shown on the Coverage Summary. Any part of this **policy** that conflicts with the laws of any state is automatically changed to conform to that law.

18. Headings:

The description in the headings and subheadings of this **policy** is solely for convenience, and forms no part of the terms and conditions of coverage.

DEFINITIONS

Wherever used in this **policy**, the following words or phrases in bold type shall have these meanings:

1. **Accident** means an event or circumstance proximately caused by the **insured** that is neither expected nor intended from the standpoint of the **insured**.
2. **Administrative Services** means planning, organizing, directing and controlling your business operations. Administrative Services includes services as a member of a **Formal Review Board**.
3. **Administrator** means any "executive officer", administrator, partner, superintendent, director, member, trustee, stockholder, medical director, any department head (including the head of the medical staff), any "formal review board" member or any staff member but solely to the extent that he or she is performing "administrative services" on **your** behalf.
4. **Circumstance** means an act, error or omission from which **you** reasonably expect or should reasonably expect that a **claim** could or would be made against **you**.
5. **Claim** means a suit, a notice of intent, a written or oral demand or an arbitration proceeding expressing the intent to hold **you** responsible for **damages** arising from the rendering or failure to render **professional services** by **you** or by someone for whom **you** are legally responsible. If this **policy** is terminated for any reason, **we** will not accept reports of **circumstances** that do not comply with the definition of **claim** as reported **claims**.
6. **Claim Expenses** means:
 - a. the fees charged by an attorney **we** designate;
 - b. the interest on that part of any judgment that does not exceed the limit of **your** coverage;
 - c. all reasonable expenses incurred by **you**, at our request, to assist **us** in the investigation, settlement or defense of a **claim**; or
 - d. all other fees, costs and expenses, which result from the investigation, adjustment, defense and appeal of a **claim**.

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

Claim Expenses do not include an award of attorney fees for a claimant.

7. **Damages** means all amounts of money which are payable because of **injury** to which this insurance applies. **Damages** shall include an award of attorney fees for a claimant.
8. **Employee** means a person whose work is engaged and directed by **you**; including students and volunteers, and **leased workers**, but solely to the extent that he or she is performing **professional services** on **your** behalf. An **employee** does not include **temporary workers**. An independent contractor is not an **employee**.
9. **Executive officer** means a person holding any of the officer positions, or their functional equivalent, created by **your** charter, constitution, by-laws or any other similar governing document.

10. **Formal Review Board** means **your** official boards or committees formed for the purpose of:
- a. evaluating any individual or entity for the purposes of selecting, employing, contracting with or credentialing current or prospective providers of **healthcare services** at the healthcare facility insured under this **policy**; or
 - b. evaluating the appropriateness of necessity of **healthcare services** provided or to be provided by **you** at the healthcare facility insured under this **policy**. This includes prospective, concurrent and retrospective reviews of **healthcare services**. It does not include services or activities performed in administering benefits or managing health plans for others.

11. **Good Samaritan Acts** means **Healthcare Services** provided by or failed to be provided by **you** in rendering emergency treatment, without remuneration, at the scene of an accident, medical crisis or disaster.

12. **Healthcare Services** means providing or failing to provide services in the care or treatment of any person, including: medical, nursing, osteopathic or other professional care or services; the furnishing or dispensing of medications, drugs, blood, blood products, or medical or surgical supplies, equipment or appliances in connection with such treatment or care; the furnishing of food or beverages in connection with such treatment or care; the providing of counseling or social services in connection with such treatment or care; and the handling of or performance of post-mortem examinations on human bodies.

For the purposes of this definition, treatment of mother and fetus (or fetuses) from conception through postpartum care constitutes a single **healthcare services** act, and a continuing course of treatment or repeated exposure to substantially the same general conditions constitutes a single **healthcare services** act.

13. **Injury** means physical or bodily injury, sickness, disease, mental or emotional distress sustained by a person, or death resulting from such injury.

14. **Insured** means

- a. The **policyholder**;
- b. any individual who is or becomes **your** partner, officer, director, member or **employee** during the **policy period** shown in the Coverage Summary but only for **professional services** performed on **your** behalf;
- c. any individual previously affiliated with **you** as a partner, officer, director, member or **employee**, but only for **professional services** performed on **your** behalf at the time of such affiliation;

However, there is no coverage under this policy relating to healthcare services provided by any partner, officer, director, member or **employee** who is an intern, extern, resident, physician or surgeon. Such individual must have coverage under another insurance policy, issued either with **us** or with another company acceptable to **us**. This other insurance policy must carry limits of liability so that the individual complies with the financial responsibility laws contained in Chapters 458 and 459 of the Florida Statutes. Proof of coverage must be provided to **us** if requested.

- d. any individual who is or becomes **your administrator** during the **policy period** shown in the Coverage Summary but only for **administrative services** performed on **your** behalf;

- e. any individual previously affiliated with **you** as an **administrator**, but only for **administrative services** performed on **your** behalf at the time of such affiliation;
 - f. any other **insured** entity listed on the Schedule of Insureds;
 - g. the estate, heirs, executors, administrator's, assigns and legal representatives of an **Insured** in the event of such Insured's death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would have been provided coverage under this **policy**.
15. **Leased Worker** means a person leased to **you** by a labor leasing firm under an agreement between **you** and the labor leasing firm, to perform duties related to the conduct of your business. **Leased worker** does not include a **temporary worker**.
16. **Occurrence** means
- a. with respect to **bodily injury** or **property damage**, an **accident**, including continuous or repeated exposure to conditions, which proximately result in **injury** or **property damage**, neither expected nor intended from the standpoint of the **insured**.
 - b. with respect to **personal or advertising injury**, a covered offense as set forth in the definition below.
17. **Patient** means any person or human bodies admitted or registered to receive **professional services** from an insured, whether on an inpatient, outpatient or emergency basis.
18. **Personal or Advertising Injury** means **injury** arising out of one or more of the following:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into or invasion of the right of private occupation of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. oral or written publication of material that: (1) slanders or libels any entity or disparages an entity's goods, products or services; or (2) violates an entity's right of privacy; or
 - e. misappropriation of advertising ideas or style of doing business; or
 - f. infringement of copyright, title or slogan.
19. **Policy** means this Healthcare Facility Professional Liability Insurance Policy, the Coverage Summary, the applicable Coverage Part or Parts, the Schedule of Covered Persons and any Endorsements listed on the Coverage Summary and attached to the **policy**.
20. **Policyholder** means an organization that provides **healthcare services** and designated as such in the Coverage Summary.
21. **Policy Period** means the date and time when the **policy** begins and ends as set forth in the Coverage Summary.

22. **Professional Services** means the rendering to others of:
- a. **Healthcare Services**; or
 - b. **Administrative Services**; or
 - c. **Good Samaritan Acts**.
23. **Property Damage** means:
- a. physical injury to or destruction of tangible property, including all use of thereof as a result of such physical injury or destruction; or
 - b. loss of use of tangible property that is not physically injured.
24. **Retroactive Date**, as specified in the Coverage Summary, means the earliest date on or after which the **professional services** would be covered under this **policy**. No coverage exists for **professional services** that occurred prior to the **retroactive date**.
25. **Sanctioned Country** means any country that is the subject of trade or economic embargoes imposed by the laws or regulations of the United States of America.
26. **Sexual Misconduct** means any sexual act, intimacy, assault, molestation, harassment, exploitation, or any treatment, procedure, conduct or behavior that is considered undue sexual familiarity.
27. **Specially Designated National** or **Blocked Person** means any person or entity that is on the list of Specially Designated Nationals and Blocked Persons issued by the U.S. Treasury Department's Office of Foreign Asset Control (O.F.A.C.) as it may be from time to time amended.
28. **Temporary worker** means a person who is furnished to **you** to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.
29. **You** and **your** means the **policyholder** and any **insured**.
30. **We, us** and **our** means Florida Doctors Insurance Company.

This **policy** is signed by **our** President, but is not valid unless a Coverage Summary signed by **our** authorized representative is attached.

Specimen

President / CEO

**HEALTHCARE FACILITIES PROFESSIONAL LIABILITY INSURANCE
ENDORSEMENT
HAZARDOUS ACTIVITES EXCLUSION**

Policy Number		Policy Period	
Endorsement Number		Endt Eff Date	
Florida Doctors Insurance Company (FLDIC) 7751 Belfort Parkway, Suite 100, Jacksonville, Florida 32256 904-296-2887			

Policyholder and Mailing Address	
Name	
Mailing Address	
City, State, Zip	

Section 4. **Exclusions** of the Professional Liability Coverage Part is amended to include the following:

This **policy** shall not cover:

25. Pollution. Any injury or damages arising out of the discharge, dispersal, release or escape of smoke; vapors; soot; fumes; acids; alkalis; toxic chemicals; liquids or gases; waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water. This **policy** also does not apply to **claims**, costs or expenses for, or in connection with:

- a. Cleaning up, containing or remediating **your** premises; and/or
- b. Neutralizing, restoring, landfilling, cleaning up or inactivating any site due to dumping, disposal, storage treatment, destruction or reclamation of wastes or by-products.

26. Asbestos. Any **injury** or **damages** arising out of, relating to or involving the actual, alleged or threatened exposure at any time to asbestos; that may be awarded or incurred:

- a. by reason of a **claim** or suit relating to asbestos; or
- b. in complying with a governmental directive or request to test for, monitor, clean up, remove, contain or dispose of asbestos.

27. Nuclear Energy. This **policy** shall not cover:

1. Under this **policy** or supplemental payments provision for any **injury**, sickness, disease, death or destruction; or **bodily injury** or **property damage**:
 - a. with respect to which an **insured** under the **policy** is also an **insured** under a nuclear energy liability **policy** issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an **insured** under any such **policy** but for its termination upon exhaustion of its limit of liability; or
 - b. resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the **insured** is, or had this **policy** not been issued would be, entitled to indemnity from the United States of

America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

2. Under any Medical Payments Coverage Part, or under any supplementary payments provision relating to (i) immediate medical or surgical relief; (ii) first aid expenses incurred with respect to bodily injury, sickness, disease or death; or (iii) bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
3. Under any Coverage Part for any **injury**, sickness, disease, death or destruction, or bodily injury or property damage resulting from the hazardous properties of nuclear material, if:
 - a. the nuclear material is at any nuclear facility owned by, or operated by or on behalf of an **insured** or has been discharged or dispersed therefrom; or
 - b. the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **insured**; or
 - c. the **injury**, sickness, disease, death or destruction, or bodily injury or property damage arises out of the furnishing by an **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility; but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion subsection (c) applies only to any injury to or destruction of property at such nuclear facility, or property damage to such nuclear facility and any other property thereat.
4. As used in this exclusion: **hazardous properties** include radioactive, toxic or explosive properties; **nuclear materials** means **source materials**, **special nuclear material** or **byproduct material**; **source material**, **special nuclear material**, and **byproduct material** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof; **spent fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; **waste** means any **byproduct material** other than tailings or waste produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content and resulting from the operation by any person or organization of any **nuclear facility** as defined in subparagraphs (1) and (2) of the definition of **nuclear facility**, **nuclear facility** means:
 - a. any nuclear reactor;
 - b. any equipment or device designed or used for (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing spent fuel, or (c) handling, processing or packaging waste;
 - c. any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the **insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or
 - d. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material; *with respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property*; "property damage" includes all forms of

radioactive contamination of property, as well as any decrease in value suffered as a result of contamination.

5. The inception dates and thereafter of all original policies affording coverages specified in this paragraph whether new, renewal or replacement, being policies which become effective on or after 1st May, 1960, provided this paragraph shall not be applicable to
 - a. Garage and Automobile Policies issued by **us** on New York risks, or
 - b. statutory liability insurance required under Chapter 90, General Laws of Massachusetts, until 90 days following approval of the Broad Exclusion Provision by the Governmental Authority having jurisdiction thereof.

Without in any way restricting the operation of paragraph a. of this exclusion, it is understood and agreed that paragraphs b. and c. above are not applicable to original liability policies of the **policyholder** in Canada and that with respect to such policies this Clause shall be deemed to include the Nuclear Energy Liability Exclusion Provisions adopted by the Canadian Underwriters' Association of the Independent Insurance Conference of Canada.

All other terms, conditions and limitations contained in **your** policy remain the same.

Melodie S. Dixon

Authorized Representative

Date

**HEALTHCARE FACILITIES PROFESSIONAL LIABILITY INSURANCE
ENDORSEMENT
CHANGES TO BUSINESS STRUCTURE**

Policy Number		Policy Period	
Endorsement Number		Endt Eff Date	
Florida Doctors Insurance Company (FLDIC) 7751 Belfort Parkway, Suite 100, Jacksonville, Florida 32256 904-296-2887			

Policyholder and Mailing Address	
Name	
Mailing Address	
City, State, Zip	

The **Policy Conditions** section of the **policy** is amended to add the following provisions:

19. Changes to Business Structure:

The **policyholder** must provide timely notice to **us** of any the following events:

- a. mergers with new entities;
- b. acquisitions of new entities;
- c. creation of new entities;
- d. sales of insured entities;
- e. dissolutions of insured entities;
- f. cessation of business of insured entities.

Any organization **you** newly acquire or create, other than a partnership, joint venture or limited liability company, and over which **you** maintain ownership interest will become an **insured** if there is no other similar insurance available to that organization. However, coverage under this provision is afforded only until the 60th day after **you** acquire the organization or the end of the **policy period**, whichever is earlier. There is no coverage for any act, error or omission that occurred before **you** acquired or formed the organization.

Upon receipt of such notice, **we** may:

- a. agree by written endorsement to provide coverage for the changed exposure. Such coverage will be on the terms, conditions and limitations that **we**, at **our** sole discretion, require; and adjust the premium to reflect the changed exposure; or
- b. deem the policy to have ceased with respect to **claims** or **circumstances** made against the **you** based on any act, error or omission in rendering of **professional services** committed on or subsequent to the time and date of said event. In such case, the **policy period** shall remain unaltered and coverage will continue but only with respect to any act, error or omission in the rendering of **professional services** committed or allegedly committed prior to the time and date of any such events in accordance with all other terms and conditions of this **policy**.

All other terms, conditions and limitations contained in **your** policy remain the same.

Melodie S Dixon

Authorized Representative

Date

**HEALTHCARE FACILITIES PROFESSIONAL LIABILITY INSURANCE
ENDORSEMENT
SCHEDULE OF NAMED INSUREDS**

Policy Number		Policy Period	
Endorsement Number		Endt Eff Date	
Florida Doctors Insurance Company (FLDIC) 7751 Belfort Parkway, Suite 100, Jacksonville, Florida 32256 904-296-2887			

Policyholder and Mailing Address	
Name	
Mailing Address	
City, State, Zip	

The policy is hereby amended as follows:

In consideration of premium charged, **we** agree with **you** that the Coverage Summary is amended to include the following organization(s) and/or individual(s) as named **insureds** in accordance with the rights and duties specified in the policy. However, the inclusion of more than one named **insured** shall not serve to increase the limit of liability, which is shared by all protected parties under this policy.

Insureds:

All other terms, conditions and limitations contained in **your** policy remain the same.

Melodie S Dixon

Authorized Representative

Date

**HEALTHCARE FACILITIES PROFESSIONAL LIABILITY INSURANCE
ENDORSEMENT
GENERAL CHANGE ENDORSEMENT**

Policy Number		Policy Period	
Endorsement Number		Endt Eff Date	
Florida Doctors Insurance Company (FLDIC) 7751 Belfort Parkway, Suite 100, Jacksonville, Florida 32256 904-296-2887			

Policyholder and Mailing Address	
Name	
Mailing Address	
City, State, Zip	

The policy is hereby amended as follows:

Transaction Code:

Description of Transaction:

SPECIMEN

All other terms, conditions and limitations contained in **your** policy remain the same.

Melodie S Dixon

Authorized Representative

Date

General Change Endorsement
Transaction Codes

ADD	OTHER
01. Named Insured	61. Flat Cancellation
02. Corporate Entity	62. Pro Rata Cancellation
03. Designated Employee	63. Short Rate Cancellation
04.	64. Reinstatement
05.	65. Audit Adjustment
06.	66. Removal of Exclusion
07.	67.
08.	68.
09.	69.
DELETE	
21. Named Insured	
22. Corporate Entity	
23. Designated Employee	
24.	
25.	
26.	
27.	
28.	
29.	
CHANGE	
41. Policy Limit	
42. Policy Retroactive Date	
43. Rate Territory	
44. Mailing Address	
45. Name Change	
46.	
47.	
48.	
49.	

SPECIMEN

**HEALTHCARE FACILITIES PROFESSIONAL LIABILITY INSURANCE
ENDORSEMENT
DEDUCTIBLE PROVISIONS**

Policy Number		Policy Period	
Endorsement Number		Endt Eff Date	
Florida Doctors Insurance Company (FLDIC) 7751 Belfort Parkway, Suite 100, Jacksonville, Florida 32256 904-296-2887			

Policyholder and Mailing Address
Name
Mailing Address
City, State, Zip

In consideration of the premium charged, the following Deductible is added to **your policy**:

Per Claim \$

Aggregate \$

Damages

Damages and Claim Expenses

The Limit of Liability applies less the Deductible Amount. Payment of any Deductible amount is the sole responsibility of the **Policyholder**. **We** may pay all or any part of the deductible to satisfy a **claim**. **Our** right to make such payment includes the right to obligate the **Policyholder** to pay that portion of such claim that represents the deductible amount. **You** agree to reimburse **us** for all such deductible amounts paid by **us** within 30 days of **our** written request.

Premium adjustment applicable to this endorsement: \$ _____

All other terms, conditions and limitations contained in **your** policy remain the same.

Melodie S Dixon

Authorized Representative

Date

**HEALTHCARE FACILITIES PROFESSIONAL LIABILITY INSURANCE
ENDORSEMENT
PROFESSIONAL SERVICES EXCLUSION**

Policy Number		Policy Period	
Endorsement Number		Endt Eff Date	
Florida Doctors Insurance Company (FLDIC) 7751 Belfort Parkway, Suite 100, Jacksonville, Florida 32256 904-296-2887			

Policyholder and Mailing Address	
Name	
Mailing Address	
City, State, Zip	

The Professional Liability Coverage Part is amended to as followings:

We will not pay any sums in excess of the deductible amount stated in the Coverage Summary which **you** become legally obligated to pay as a result of a **claim** or **circumstance** arising from an act, error or omission in the rendering of or failure to render **professional services** by **you** or by someone for whom **you** are legally responsible while acting in the capacity as designated below.

Capacity

SPECIMEN

All other terms, conditions and limitations contained in **your** policy remain the same.

Melodie S Dixon

Authorized Representative

Date

**HEALTHCARE FACILITIES PROFESSIONAL LIABILITY INSURANCE
ENDORSEMENT
EXTENDED REPORTING PERIOD**

Policy Number	Policy Period
Endorsement #	End Eff Date
Florida Doctors Insurance Company (FLDIC) 7751 Belfort Parkway, Suite 100, Jacksonville, Florida 32256 904-296-2887	

Policyholder and Mailing Address
Name
Mailing Address
City, State, Zip


In consideration of the additional premium charged, the **insured** named below shall be covered, under the terms and conditions of the policy, for liability as a result of a **claim** or **circumstance** arising from an act, error or omission in the rendering of or failure to render **professional services** by **you** or by someone for whom **you** are legally responsible that occurs on or after the **retroactive date** applicable to the **insured corporation**, and prior to the Termination Date, but which is first reported to **us** during the eighty-four (84) calendar months following immediately upon the Termination Date.

The limits of liability stated on the Coverage Summary shall not apply separately to this endorsement. Such limits of liability shall represent **our** total liability for all damages because of **injury** to which this insurance applies. **We** shall not be obligated to pay any **claim, circumstance**, or judgment or to defend any **claim** after the limit of **our** liability has been exhausted by payment of judgments or settlements.

This endorsement will not take effect unless the additional premium, as set forth herein, is paid by the **policyholder** when due. All premiums for this endorsement shall be fully earned by **us** as of the effective date of this endorsement.

Insured	Retroactive Date	Termination Date	Additional Premium

All other terms, conditions and limitations contained in **your policy** remain the same.



 Authorized Representative

 Date

**HEALTHCARE FACILITIES PROFESSIONAL LIABILITY INSURANCE
ENDORSEMENT
AUTOMATIC EXTENDED REPORTING PERIOD**

Policy Number	Policy Period
Endorsement #	End Eff Date
Florida Doctors Insurance Company (FLDIC) 7751 Belfort Parkway, Suite 100, Jacksonville, Florida 32256 904-296-2887	

Policyholder and Mailing Address
Name
Mailing Address
City, State, Zip

It is agreed that Section 10, Extended Reporting (Tail) Period, is amended to include the following:


With respect to Professional Liability Coverage, in the event of termination of this policy because of non-renewal or cancellation by the policyholder or by **us**, an extended reporting period of thirty (30) days from the date of such policy termination will be automatically provided without additional charge. This automatic extended reporting period extends, for an additional thirty (30) days, the period of time during which **we** will accept **claim** or **circumstance** reports that results from **professional services** that occurred subsequent to the **retroactive date** and prior to the **expiration date** of the **policy**. However, this automatic extended reporting period endorsement will not be provided unless all premiums have been paid for this **policy**.

This automatic extended reporting period will not apply to **claims** or **circumstances** that are covered under any subsequent insurance **you** purchase, or that would be covered but for the exhaustion of the limit of liability which apply to such **claims** or **circumstances**.

This endorsement does not alter the applicable limit of liability listed in the Coverage Summary. Any remaining aggregate limit of liability pertaining to this **policy** as of the effective date of this endorsement will be come the maximum limits of liability with respect to this endorsement.

Insured	Retroactive Date	Termination Date

All other terms, conditions and limitations contained in **your policy** remain the same.



 Authorized Representative

 Date

**HEALTHCARE FACILITIES PROFESSIONAL LIABILITY INSURANCE
ENDORSEMENT
SCHEDULE OF ALLIED HEALTHCARE PROFESSIONALS**

Policy Number		Policy Period	
Endorsement Number		Endt Eff Date	
Florida Doctors Insurance Company (FLDIC) 7751 Belfort Parkway, Suite 100, Jacksonville, Florida 32256 904-296-2887			

Policyholder and Mailing Address	
Name	
Mailing Address	
City, State, Zip	

The policy is hereby amended as follows:

In consideration of premium charged, **we** agree with **you** that the following allied healthcare professionals are provided coverage under this **policy** but only for **professional services** performed on behalf of the **policyholder**.

<u>Name</u>	<u>Retroactive Date</u>	<u>Specialty</u>	<u>Limit of Liability</u>	<u>Premium</u>
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All other terms, conditions and limitations contained in **your** policy remain the same.

Melodie S Dixon

Authorized Representative

Date