

## Miscellaneous Medical (Allied) Professional Liability and General Liability Insurance Summary of Changes

This summary of changes shall not represent a comprehensive explanation of any particular policy provision or coverage component. No coverage is provided by this summary, nor shall it be construed to amend, delete, replace or otherwise alter any policy provisions. Please refer to the policy and review it with your insurance broker or advisor.

GENERAL CHANGES	SUMMARY OF CHANGES FROM P1861MM-0114 to HCC ASP 1000	SUMMARY OF CHANGES FROM P1861OMM-0114 to HCC ASP 2000
Policy Redesign	<ul style="list-style-type: none"> <li>• New Declarations Page</li> <li>• Added a Table of Contents</li> <li>• New outline/layout</li> <li>• Reordering of policy sections</li> </ul>	<ul style="list-style-type: none"> <li>• New Declarations Page</li> <li>• Added a Table of Contents</li> <li>• New outline/layout</li> <li>• Reordering of policy sections</li> </ul>
Non-Substantive Changes	Minor, non-substantive changes were made throughout to convert the policy from Lloyd's paper to HCC paper, and new definitions were incorporated into existing provisions, where appropriate. Changes that are not intended to materially alter the intent of coverage will not be specifically addressed in this document; please refer to the policy for full details.	Minor, non-substantive changes were made throughout to convert the policy from Lloyd's paper to HCC paper, and new definitions were incorporated into existing provisions, where appropriate. Changes that are not intended to materially alter the intent of coverage will not be specifically addressed in this document; please refer to the policy for full details.
INSURING AGREEMENTS	SUMMARY OF CHANGES FROM P1861MM-0114 to HCC ASP 1000	SUMMARY OF CHANGES FROM P1861OMM-0114 to HCC ASP 2000
Addition of Fire Damage Coverage Insuring Agreement	A Fire Damage Coverage Insuring Agreement has been built into the Policy (formerly available via endorsement).	A Fire Damage Coverage Insuring Agreement has been built into the Policy (formerly available via endorsement).
Revisions to Professional Liability Coverage	<p>The Professional Liability Coverage Insuring Agreement contains the following amendments:</p> <ul style="list-style-type: none"> <li>• replaced "Damages" and "Defense Expenses" with "Loss" and "Claim Expenses", respectively;</li> <li>• requires that a claim be made against an Insured for a <b>"Wrongful Act" arising from "Professional Services"</b>; the prior form required that a claim arise from a <b>"Professional Liability Incident"</b></li> <li>• now requires that a claim be reported to the Company as soon as practicable during the Policy Period but no later than 60 days post-expiration (or during the Optional Extended Reporting Period, if applicable); the prior form required notice to the Insurer within 60 days of the claim being made against an Insured</li> <li>• now contains a condition requiring that the Named Insured's partners, principals, officers, directors or risk managers had no knowledge of <b>"any circumstance, dispute, situation or incident that could reasonably have been expected to give rise to a Claim prior to the Knowledge Date set forth in the Declarations of the Policy"</b></li> </ul>	<p>The Professional Liability Coverage Insuring Agreement contains the following amendments:</p> <ul style="list-style-type: none"> <li>• replaced "Damages" and "Defense Expenses" with "Loss" and "Claim Expenses", respectively;</li> <li>• requires that a claim be made against an Insured for a <b>"Wrongful Act" arising from "Professional Services"</b>; the prior form required that a claim arise from a <b>"Professional Liability Incident"</b></li> <li>• now requires that a claim be reported to the Company as soon as practicable during the Policy Period but no later than 60 days post-expiration (or during the Optional Extended Reporting Period, if applicable); the prior form required notice to the Insurer within 60 days of the claim being made against an Insured</li> <li>• now contains a condition requiring that the Named Insured's partners, principals, officers, directors or risk managers had no knowledge of <b>"any circumstance, dispute, situation or incident that could reasonably have been expected to give rise to a Claim prior to the Knowledge Date set forth in the Declarations of the Policy"</b></li> </ul>
Revisions to General Liability Bodily Injury/Property Damage Coverage	<p>The General Liability Bodily Injury/Property Damage Coverage Insuring Agreement contains the following amendments:</p> <ul style="list-style-type: none"> <li>• replaced "Damages" and "Defense Expenses" with "Loss" and "Claim Expenses", respectively;</li> </ul>	<p>The General Liability Bodily Injury/Property Damage Coverage Insuring Agreement contains the following amendments:</p> <ul style="list-style-type: none"> <li>• replaced "Damages" and "Defense Expenses" with "Loss" and "Claim Expenses", respectively;</li> </ul>

	<ul style="list-style-type: none"> <li>expressly includes <b>“Bodily Injury” or “Property Damage” to which the “Products-Completed Operations Hazard” Aggregate Limit, if purchased, applies”</b>;</li> <li>now requires that a claim be reported to the Company as soon as practicable during the Policy Period but no later than 60 days post-expiration (or during the Optional Extended Reporting Period, if applicable); the prior form required notice to the Insurer within 60 days of the claim being made against an Insured;</li> <li>now contains a condition requiring that the Named Insured’s partners, principals, officers, directors or risk managers had no knowledge of <b>“any circumstance, dispute, situation or incident that could reasonably have been expected to give rise to a Claim prior to the Knowledge Date set forth in the Declarations of the Policy”</b></li> </ul>	<ul style="list-style-type: none"> <li>expressly includes <b>“Bodily Injury” or “Property Damage” to which the “Products-Completed Operations Hazard” Aggregate Limit, if purchased, applies”</b>;</li> <li>now contains a condition requiring that <b>“prior to the Knowledge Date set forth in the Declarations of the Policy, the Named Insured’s partners, principals, officers, directors or risk managers had no knowledge that the Bodily Injury or Property Damage had occurred, in whole or in part”</b></li> </ul>
Revisions to General Liability Personal/Advertising Injury Coverage	<p>The General Liability Personal/Advertising Injury Coverage Insuring Agreement contains the following amendments:</p> <ul style="list-style-type: none"> <li>replaced “Damages” and “Defense Expenses” with “Loss” and “Claim Expenses”, respectively;</li> <li>now requires that a claim be reported to the Company as soon as practicable during the Policy Period but no later than 60 days post-expiration (or during the Optional Extended Reporting Period, if applicable); the prior form required notice to the Insurer within 60 days of the claim being made against an Insured</li> </ul>	<p>The General Liability Personal/Advertising Injury Coverage Insuring Agreement contains the following amendments:</p> <ul style="list-style-type: none"> <li>replaced “Damages” and “Defense Expenses” with “Loss” and “Claim Expenses”, respectively;</li> <li>now contains a condition requiring that <b>“prior to the Knowledge Date set forth in the Declarations of the Policy, the Named Insured’s partners, principals, officers, directors or risk managers had no knowledge that the Personal Injury or Advertising Injury had occurred, in whole or in part”</b></li> </ul>
Revisions to General Liability Medical Payments Coverage	<p>The General Liability Personal/Advertising Injury Coverage Insuring Agreement contains the following amendments:</p> <ul style="list-style-type: none"> <li>incorporated the new definition of “Medical Expenses”</li> <li>clarified that “Bodily Injury” must be caused by <b>a “General Liability Incident”</b>, rather than by <b>“an accident”</b>, as stated in the prior form;</li> <li>clarified that the “General Liability Incident” <b>must occur on or after the Retroactive Date and prior to the end of the “Policy Period”</b>, rather than <b>“during the policy period”</b>, as stated in the prior form</li> <li>now contains a condition requiring that the Named Insured’s partners, principals, officers, directors or risk managers had no knowledge of <b>“any circumstance, dispute, situation or incident that could reasonably have been expected to give rise to a Claim prior to the Knowledge Date set forth in the Declarations of the Policy”</b></li> </ul>	<p>The General Liability Personal/Advertising Injury Coverage Insuring Agreement contains the following amendments:</p> <ul style="list-style-type: none"> <li>incorporated the new definition of “Medical Expenses”</li> <li>now contains a condition requiring that <b>“prior to the Knowledge Date set forth in the Declarations of the Policy, the Named Insured’s partners, principals, officers, directors or risk managers had no knowledge that the General Liability Incident had occurred, in whole or in part”</b></li> </ul>

DEFENSE, SETTLEMENT, INVESTIGATION	SUMMARY OF CHANGES FROM P1861MM-0114 to HCC ASP 1000	SUMMARY OF CHANGES FROM P1861OMM-0114 to HCC ASP 2000
Defense	Added provisions regarding transfer of control of a claim to the Insured, in accordance with Section X. of the policy, in the event the Limit of Liability is exhausted.	Added provisions regarding transfer of control of a claim to the Insured, in accordance with Section X. of the policy, in the event the Limit of Liability is exhausted.
Investigation and Settlement of Claims	<ul style="list-style-type: none"> <li>Added provisions prohibiting the voluntary payment of a claim or assumption of any liability or obligation by an Insured without the Company's prior consent (the prior form contained similar provisions in Condition 13. Prohibition of Voluntary Payment of a Claim)</li> <li>Added provisions regarding the Company's right and discretion to conduct any investigation it deems necessary</li> </ul>	<ul style="list-style-type: none"> <li>Added provisions prohibiting the voluntary payment of a claim or assumption of any liability or obligation by an Insured without the Company's prior consent (the prior form contained similar provisions in Condition 13. Prohibition of Voluntary Payment of a Claim)</li> <li>Added provisions regarding the Company's right and discretion to conduct any investigation it deems necessary</li> </ul>
AMENDED DEFINITIONS	SUMMARY OF CHANGES FROM P1861MM-0114 to HCC ASP 1000	SUMMARY OF CHANGES FROM P1861OMM-0114 to HCC ASP 2000
Advertising Injury	Clarified the provisions as to libel, slander and violation of rights to privacy.	Clarified the provisions as to libel, slander and violation of rights to privacy.
Auto	This definition has been entirely rewritten for clarification.	This definition has been entirely rewritten for clarification.
Claim	<p>This definition has been entirely rewritten for clarification. Amendments include:</p> <ul style="list-style-type: none"> <li>deletion of "verbal demand"</li> <li>exclusion of criminal proceedings</li> <li>clarified that a "Claim" is first made when an "Insured" first receives written notice of such "Claim"</li> </ul>	<p>This definition has been entirely rewritten for clarification. Amendments include:</p> <ul style="list-style-type: none"> <li>deletion of "verbal demand"</li> <li>exclusion of criminal proceedings</li> </ul>
General Liability Incident	<p>This definition has been entirely rewritten for clarification. Amendments include:</p> <ul style="list-style-type: none"> <li>clarified that coverage applies to "Bodily Injury" to any natural person other than a patient, client or resident of the Named Insured to avoid a coverage overlap with Professional Liability Coverage;</li> <li>exclusion of any "Wrongful Act" to avoid a coverage overlap with Professional Liability Coverage</li> </ul>	<p>This definition has been entirely rewritten for clarification. Amendments include:</p> <ul style="list-style-type: none"> <li>clarified that coverage applies to "Bodily Injury" to any natural person other than a patient, client or resident of the Named Insured to avoid a coverage overlap with Professional Liability Coverage;</li> <li>exclusion of any "Wrongful Act" to avoid a coverage overlap with Professional Liability Coverage</li> </ul>
Insured	<ol style="list-style-type: none"> <li>Expanded to include: <ul style="list-style-type: none"> <li>any authorized intern or resident of the "Named Insured", but only while acting within the course and scope of his or her such duties;</li> <li>any "Medical Director", but only while performing "Administrative Duties" or "Indirect Patient Care"</li> <li>any "Temporary Worker", but only while acting within the course and scope of work on behalf of the "Named Insured";</li> </ul> </li> <li>Clarified that any government authority, funding source or institution will be an "Insured" provided the Company has agreed to provide coverage prior to the commission of any "Wrongful Act" or occurrence of any "General Liability Incident" that gives rise to a "Claim"</li> </ol>	<ol style="list-style-type: none"> <li>Expanded to include: <ul style="list-style-type: none"> <li>any authorized intern or resident of the "Named Insured", but only while acting within the course and scope of his or her such duties;</li> <li>any "Medical Director", but only while performing "Administrative Duties" or "Indirect Patient Care"</li> <li>any "Temporary Worker", but only while acting within the course and scope of work on behalf of the "Named Insured";</li> </ul> </li> <li>Clarified that any government authority, funding source or institution will be an "Insured" provided the Company has agreed to provide coverage prior to the commission of any "Wrongful Act" or occurrence of any "General Liability"</li> </ol>

	<p>against such government authority, funding source or institution;</p> <p>3. Eliminated coverage for any person or entity to whom the “Named Insured” is contractually obligated to provide coverage (may be added via endorsement for eligible risks upon request);</p> <p>4. Clarified that “Providers” are not “Insureds” unless added to the policy by endorsement (previously, this was clarified via endorsement; now built into the form)</p>	<p>Incident” that gives rise to a “Claim” against such government authority, funding source or institution;</p> <p>3. Eliminated coverage for any person or entity to whom the “Named Insured” is contractually obligated to provide coverage (may be added via endorsement for eligible risks upon request);</p> <p>4. Clarified that “Providers” are not “Insureds” unless added to the policy by endorsement (previously, this was clarified via endorsement; now built into the form)</p>
Named Insured	Deleted all provisions regarding coverage for subsidiaries or owned or controlled companies (similar provisions are now built into Section <b>IX. Material Changes, (A) Created or Acquired Entities</b> , of the Policy).	Deleted all provisions regarding coverage for subsidiaries or owned or controlled companies (similar provisions are now built into Section <b>IX. Material Changes, (A) Created or Acquired Entities</b> , of the Policy).
Policy Period	Clarified that the policy period does not include the Optional Extended Reporting Period or the 60-day period after the policy expiration date during which claims can be reported.	Clarified that, as to Professional Liability Coverage, the policy period does not include the Optional Extended Reporting Period or the 60-day period after the policy expiration date during which claims can be reported.
Professional Services	<p>This definition has been entirely rewritten for clarification. Amendments include:</p> <ul style="list-style-type: none"> <li>clarified that “Professional Services” to which the policy applies are as described in the Declarations of the Policy, but also includes “Administrative Duties” or “Indirect Patient Care” performed by a “Medical Director” and any “Non-Surgical Procedure” or “Minor Surgery”</li> <li>excludes “Major Surgery”;</li> <li>excludes organ transplants, obstetrical procedures and the placement of individuals into foster care (previously, these restrictions were contained in Exclusions; now, they are built into “Professional Services”)</li> </ul>	<p>This definition has been entirely rewritten for clarification. Amendments include:</p> <ul style="list-style-type: none"> <li>clarified that “Professional Services” to which the policy applies are as described in the Declarations of the Policy, but also includes “Administrative Duties” or “Indirect Patient Care” performed by a “Medical Director” and any “Non-Surgical Procedure” or “Minor Surgery”</li> <li>excludes “Major Surgery”;</li> <li>excludes organ transplants, obstetrical procedures and the placement of individuals into foster care (previously, these restrictions were contained in Exclusions; now, they are built into “Professional Services”)</li> </ul>
<b>NEW DEFINITIONS</b>	<b>SUMMARY OF CHANGES FROM P1861MM-0114 to HCC ASP 1000</b>	<b>SUMMARY OF CHANGES FROM P1861OMM-0114 to HCC ASP 2000</b>
	<p>The following definitions have been added and incorporated into other policy sections, as appropriate:</p> <ul style="list-style-type: none"> <li>Act of Terrorism</li> <li>Administrative Duties</li> <li>Application</li> <li>By-Product Material</li> <li>Claim Expenses (replaces “Defense Expenses”)</li> <li>Direct Patient Care</li> <li>Employee</li> <li>Hazardous Properties</li> <li>Indirect Patient Care</li> <li>Interrelated General Liability Incidents</li> <li>Interrelated Wrongful Acts</li> <li>Loss (replaces “Damages”)</li> <li>Major Surgery</li> </ul>	<p>The following definitions have been added and incorporated into other policy sections, as appropriate:</p> <ul style="list-style-type: none"> <li>Act of Terrorism</li> <li>Administrative Duties</li> <li>Application</li> <li>By-Product Material</li> <li>Claim Expenses (replaces “Defense Expenses”)</li> <li>Direct Patient Care</li> <li>Employee</li> <li>Hazardous Properties</li> <li>Indirect Patient Care</li> <li>Interrelated General Liability Incidents</li> <li>Interrelated Wrongful Acts</li> <li>Loss (replaces “Damages”)</li> <li>Major Surgery</li> </ul>

	<ul style="list-style-type: none"> <li>• Medical Director</li> <li>• Medical Expenses</li> <li>• Minor Surgery</li> <li>• Mobile Equipment</li> <li>• Non-Surgical Procedure</li> <li>• Nuclear Facility</li> <li>• Nuclear Material</li> <li>• Nuclear Reactor</li> <li>• Organic Pathogens</li> <li>• Personal Information</li> <li>• Provider (replaces “Health Care Professional”)</li> <li>• Source Material</li> <li>• Special Nuclear Material</li> <li>• Spent Fuel</li> <li>• Temporary Worker (replaces “Locum Tenens”)</li> <li>• Waste</li> <li>• Wrongful Act (replaces “Professional Liability Incident”)</li> <li>• Your Product (replaces “Insured’s Products”)</li> <li>• Your Work (replaces “Insured’s Work”)</li> </ul>	<ul style="list-style-type: none"> <li>• Medical Director</li> <li>• Medical Expenses</li> <li>• Minor Surgery</li> <li>• Mobile Equipment</li> <li>• Non-Surgical Procedure</li> <li>• Nuclear Facility</li> <li>• Nuclear Material</li> <li>• Nuclear Reactor</li> <li>• Organic Pathogens</li> <li>• Personal Information</li> <li>• Provider (replaces “Health Care Professional”)</li> <li>• Source Material</li> <li>• Special Nuclear Material</li> <li>• Spent Fuel</li> <li>• Temporary Worker (replaces “Locum Tenens”)</li> <li>• Waste</li> <li>• Wrongful Act (replaces “Professional Liability Incident”)</li> <li>• Your Product (replaces “Insured’s Products”)</li> <li>• Your Work (replaces “Insured’s Work”)</li> </ul>
<b>DELETED DEFINITIONS</b>	<b>SUMMARY OF CHANGES FROM P1861MM-0114 to HCC ASP 1000</b>	<b>SUMMARY OF CHANGES FROM P1861OMM-0114 to HCC ASP 2000</b>
	<p>The following definitions <b>have not</b> been added to the new policy form and all usages of such definitions have been deleted:</p> <ul style="list-style-type: none"> <li>• Additional Insured</li> <li>• Damages (replaced with “Loss”)</li> <li>• Defense Expenses (replaced with “Claim Expenses”)</li> <li>• Extended Reporting Period</li> <li>• Health Care Professional (replaced with “Provider”)</li> <li>• Insured Contract</li> <li>• Insured’s Products (replaced with “Your Product”)</li> <li>• Insured’s Work (replaced with “Your Work”)</li> <li>• Locum tenens (replaced with “Temporary Worker”)</li> <li>• Professional Liability Incident (replaced with “Wrongful Act”)</li> <li>• Suit</li> </ul>	<p>The following definitions <b>have not</b> been added to the new policy form and all usages of such definitions have been deleted:</p> <ul style="list-style-type: none"> <li>• Additional Insured</li> <li>• Damages (replaced with “Loss”)</li> <li>• Defense Expenses (replaced with “Claim Expenses”)</li> <li>• Extended Reporting Period</li> <li>• Health Care Professional (replaced with “Provider”)</li> <li>• Insured Contract</li> <li>• Insured’s Products (replaced with “Your Product”)</li> <li>• Insured’s Work (replaced with “Your Work”)</li> <li>• Locum tenens (replaced with “Temporary Worker”)</li> <li>• Professional Liability Incident (replaced with “Wrongful Act”)</li> <li>• Suit</li> </ul>
<b>DELETED EXCLUSIONS</b>	<b>SUMMARY OF CHANGES FROM P1861MM-0114 to HCC ASP 1000</b>	<b>SUMMARY OF CHANGES FROM P1861OMM-0114 to HCC ASP 2000</b>
	<p>Acts occurring before the Retroactive Date or after expiration of the Policy Period (all Insuring Agreements contain a condition of coverage requiring that “Wrongful Acts” and “General Liability Incidents” occur on or after the retroactive date and prior to the end of the Policy Period).</p> <p>Claims made after expiration of the Policy Period or reported to the Insurer more than 60 days after the Claim is made (all</p>	<p>Professional Liability Incidents occurring before the Retroactive Date or after expiration of the Policy Period (the Professional Liability Insuring Agreement contains a condition of coverage requiring that “Wrongful Acts” occur on or after the retroactive date and prior to the end of the Policy Period).</p> <p>Claims for Professional Liability Incidents made after expiration of the Policy Period or reported to the Insurer more</p>

	Insuring Agreements contain conditions of coverage requiring that a) any claim be first made during the Policy Period and b) reported to the Company pursuant to the terms of the Policy).	than 60 days after the Claim is made (the Professional Liability Insuring Agreement contains conditions of coverage requiring that a) any claim be first made during the Policy Period and b) reported to the Company pursuant to the terms of the Policy).
	Prior knowledge (all Insuring Agreements contain a condition of coverage pertaining to prior awareness of events/incidents leading to a claim).	Prior knowledge (all Insuring Agreements contain a condition of coverage pertaining to prior awareness of events/incidents leading to a claim).
	Claims reported to, or that should have been reported to, any prior carrier, or any claim covered under other insurance.	Claims reported to, or that should have been reported to, any prior carrier, or any claim covered under other insurance.
	With respect to Professional Liability, any General Liability Incident (the policy terms and conditions have been clarified to avoid coverage overlap).	With respect to Professional Liability, any General Liability Incident (the policy terms and conditions have been clarified to avoid coverage overlap).
	With respect to General Liability, any Professional Liability Incident (the policy terms and conditions have been clarified to avoid coverage overlap).	With respect to General Liability, any Professional Liability Incident (the policy terms and conditions have been clarified to avoid coverage overlap).
	With respect to Professional Liability Coverage, any "Advertising Injury", "Personal Injury" or "Property Damage" (the policy terms and conditions have been clarified to avoid coverage overlap).	With respect to Professional Liability Coverage, any "Advertising Injury", "Personal Injury" or "Property Damage" (the policy terms and conditions have been clarified to avoid coverage overlap).
	Services performed by an Insured as a physician, surgeon or dentist ("Providers" now excluded within the definition of "Insured").	Services performed by an Insured as a physician, surgeon or dentist ("Providers" now excluded within the definition of "Insured").
	Participation in or contribution to any organ transplant (now excluded within the definition of "Professional Services").	Participation in or contribution to any organ transplant (now excluded within the definition of "Professional Services").
	Obstetrical procedures (now excluded within the definition of "Professional Services").	Obstetrical procedures (now excluded within the definition of "Professional Services").
	Teleradiology services performed outside of the US or performed by any unlicensed radiologist (will apply via endorsement for specific risks).	Teleradiology services performed outside of the US or performed by any unlicensed radiologist (will apply via endorsement for specific risks).
	The placement of individuals into foster care (now excluded within the definition of "Professional Services").	The placement of individuals into foster care (now excluded within the definition of "Professional Services").
	Exclusion as to medical payments (these provisions now contained in the definition of "Medical Expenses").	Exclusion as to medical payments (these provisions now contained in the definition of "Medical Expenses").
		Any General Liability Incident occurring prior to or after the Policy Period; any General Liability Incident that is not reported as soon as practicable; and any General Liability Incident that results in a Claim that is reported more than 60 days after the Claim was first made (the General Liability Insuring Agreement contains conditions of coverage requiring that a) any General Liability Incident occur during the Policy Period and b) any Claim, or General Liability Incident that may result in a Claim, be reported to the Company pursuant to the terms of the Policy).

AMENDED EXCLUSIONS	SUMMARY OF CHANGES FROM P1861MM-0114 to HCC ASP 1000	SUMMARY OF CHANGES FROM P1861OMM-0114 to HCC ASP 2000
Intentional Acts	Deleted reference to <b>“unlawful”</b> acts and added reference to <b>“intentional”</b> acts.	Deleted reference to <b>“unlawful”</b> acts and added reference to <b>“intentional”</b> acts.
Discrimination/Harassment	Expanded to include discrimination/harassment based on <b>“marital status”</b> and <b>“status as a member of any other class of individuals protected by local, state or federal law”</b> .	Expanded to include discrimination/harassment based on <b>“marital status”</b> and <b>“status as a member of any other class of individuals protected by local, state or federal law”</b> .
Employment Liability	Expanded to include any dispute between an applicant for employment and any Insured.	Expanded to include any dispute between an applicant for employment and any Insured.
Insured vs. Insured	<ul style="list-style-type: none"> <li>Deleted the exception for injury suffered by an Insured as a recipient of “Professional Services” rendered, or which fail to be rendered, by another Insured;</li> <li>Added an exclusion for the rendering of or failure to render “Professional Services” by any other member of a partnership or joint venture not named on the Policy, if the Named Insured is a member of such partnership or joint venture</li> </ul>	<ul style="list-style-type: none"> <li>Deleted the exception for injury suffered by an Insured as a recipient of “Professional Services” rendered, or which fail to be rendered, by another Insured;</li> <li>Added an exclusion for the rendering of or failure to render “Professional Services” by any other member of a partnership or joint venture not named on the Policy, if the Named Insured is a member of such partnership or joint venture</li> </ul>
Athletic Events	<ul style="list-style-type: none"> <li>Expanded to apply to any social club or special event, including athletic events</li> <li>Clarified the existing exception for events related to the care and treatment of the Named Insured’s patients, clients or residents by adding that such event must be sponsored by the Named Insured</li> </ul>	<ul style="list-style-type: none"> <li>Expanded to apply to any social club or special event, including athletic events</li> <li>Clarified the existing exception for events related to the care and treatment of the Named Insured’s patients, clients or residents by adding that such event must be sponsored by the Named Insured</li> </ul>
Anti-Trust Violations, Restraint of Trade, Unfair Competition, Infringement of Trademark or Copyright and Price-Fixing.	Added an exception for “Advertising Injury” caused by infringement of copyright.	Added an exception for “Advertising Injury” caused by infringement of copyright.
War/Civil War	This exclusion has been entirely rewritten to incorporate the provisions of the War and Civil War Exclusion Clause Endorsement.	This exclusion has been entirely rewritten to incorporate the provisions of the War and Civil War Exclusion Clause Endorsement.
Acquired Immune Deficiency Syndrome (AIDS)	This exclusion has been entirely rewritten to apply to the transmission of or exposure to any communicable disease, or any infectious agent or “Organic Pathogens” that causes a communicable disease, complex or syndrome.	This exclusion has been entirely rewritten to apply to the transmission of or exposure to any communicable disease, or any infectious agent or “Organic Pathogens” that causes a communicable disease, complex or syndrome.
Liability Assumed Under Contract	<ul style="list-style-type: none"> <li>Expanded the exclusion to apply to <b>“any liability assumed by an Insured”</b> (the exclusion, as written in the prior form, applied to liability assumed for “Bodily Injury” or “Property Damage” only)</li> <li>Deleted exception for liability assumed in an “Insured Contract” (will add this carve-back via endorsement for specific risks)</li> </ul>	<ul style="list-style-type: none"> <li>Expanded the exclusion to apply to <b>“any liability assumed by an Insured”</b> (the exclusion, as written in the prior form, applied to liability assumed for “Bodily Injury” or “Property Damage” only)</li> <li>Deleted exception for liability assumed in an “Insured Contract” (will add this carve-back via endorsement for specific risks)</li> </ul>
Mold	This exclusion has been entirely rewritten for clarification.	This exclusion has been entirely rewritten for clarification.
Silica	This exclusion has been entirely rewritten for clarification.	This exclusion has been entirely rewritten for clarification.
Nuclear Material	This exclusion has been entirely rewritten to incorporate the provisions of the Nuclear Energy Liability Exclusion Endorsement.	This exclusion has been entirely rewritten to incorporate the provisions of the Nuclear Energy Liability Exclusion Endorsement.
Licensing	<ul style="list-style-type: none"> <li>Incorporated (with some clarifications) the prior form’s Exclusion 14, relating to the rendering of</li> </ul>	<ul style="list-style-type: none"> <li>Incorporated (with some clarifications) the prior form’s Exclusion 16, relating to the rendering of</li> </ul>

	<p>“Professional Services” while an Insured’s license is suspended, restricted, revoked, surrendered, or otherwise terminated; however, an exception has been added if a suspension, restriction, revocation, etc. is reported to the Company pursuant to Section <b>VIII. POLICY CONDITIONS, (N) Licensing</b>, and provided that the Company elects to continue coverage under the Policy for such Insured;</p> <ul style="list-style-type: none"> <li>• Added an exclusion for “Professional Services” rendered at any facility of the Named Insured that is not licensed in accordance with all applicable laws</li> </ul>	<p>“Professional Services” while an Insured’s license is suspended, restricted, revoked, surrendered, or otherwise terminated; however, an exception has been added if a suspension, restriction, revocation, etc. is reported to the Company pursuant to Section <b>VIII. POLICY CONDITIONS, (N) Licensing</b>, and provided that the Company elects to continue coverage under the Policy for such Insured;</p> <ul style="list-style-type: none"> <li>• Added an exclusion for “Professional Services” rendered at any facility of the Named Insured that is not licensed in accordance with all applicable laws</li> </ul>
Privacy Exclusions	Exclusions 43 through 47 in the prior policy form have been consolidated into one exclusion; see Section <b>IV.(RR)</b> of the Policy.	Exclusions 45 through 49 in the prior policy form have been consolidated into one exclusion; see Section <b>IV.(RR)</b> of the Policy.
<b>NEW EXCLUSIONS</b>	<b>SUMMARY OF CHANGES FROM P1861MM-0114 to HCC ASP 1000</b>	<b>SUMMARY OF CHANGES FROM P1861OMM-0114 to HCC ASP 2000</b>
	<p>As to all Insuring Agreements, the following exclusions have been added:</p> <ul style="list-style-type: none"> <li>• failure to implement any compliance program or policies, procedures or practices relating to participation in a managed care organization or healthcare benefit program;</li> <li>• “Bodily Injury” to any “Employee” or independent contractor arising out of his or her employment with, or performance of duties on behalf of, the Named Insured;</li> <li>• “Professional Services” provided while alcoholic beverages are being served, sold, furnished or consumed;</li> <li>• swimming activities if unsupervised by an Insured;</li> <li>• liability for the use, administration or prescription of any drug, pharmaceutical or medical device which is unapproved or not yet approved by the United States Food and Drug Administration for general use in the treatment of human beings, or any off-label use;</li> <li>• the loading or unloading of a patient or client into or out of any “Auto” or “Mobile Equipment”, with an exception for the transfer of a patient or client between a wheelchair and a bed;</li> <li>• medical marijuana evaluations/recommendations; the prescription, sale or distribution of marijuana; or the sale or distribution of products containing CBD or THC;</li> <li>• the rendering of, or failure to render, “Professional Services” to any individual who is on the active roster of a professional or collegiate sports team</li> </ul>	<p>As to all Insuring Agreements, the following exclusions have been added:</p> <ul style="list-style-type: none"> <li>• failure to implement any compliance program or policies, procedures or practices relating to participation in a managed care organization or healthcare benefit program;</li> <li>• “Bodily Injury” to any “Employee” or independent contractor arising out of his or her employment with, or performance of duties on behalf of, the Named Insured;</li> <li>• “Professional Services” provided while alcoholic beverages are being served, sold, furnished or consumed;</li> <li>• swimming activities if unsupervised by an Insured;</li> <li>• liability for the use, administration or prescription of any drug, pharmaceutical or medical device which is unapproved or not yet approved by the United States Food and Drug Administration for general use in the treatment of human beings, or any off-label use;</li> <li>• the loading or unloading of a patient or client into or out of any “Auto” or “Mobile Equipment”, with an exception for the transfer of a patient or client between a wheelchair and a bed;</li> <li>• medical marijuana evaluations/recommendations; the prescription, sale or distribution of marijuana; or the sale or distribution of products containing CBD or THC;</li> <li>• the rendering of, or failure to render, “Professional Services” to any individual who is on the active roster of a professional or collegiate sports team</li> </ul>

LIMITS OF LIABILITY/DEDUCTIBLE	SUMMARY OF CHANGES FROM P1861MM-0114 to HCC ASP 1000	SUMMARY OF CHANGES FROM P1861OMM-0114 to HCC ASP 2000
Limits of Liability	<p>The Limits of Liability provisions have been entirely rewritten for clarification. Amendments include:</p> <ul style="list-style-type: none"> <li>• new sections/headings for Professional Liability Coverage and General Liability Coverage</li> <li>• deleted Combined Policy Aggregate Limit (separate limits apply for Professional Liability Coverage and General Liability Coverage; a Combined Policy Aggregate Limit may be added via endorsement for specific risks)</li> </ul>	<p>The Limits of Liability provisions have been entirely rewritten for clarification. Amendments include:</p> <ul style="list-style-type: none"> <li>• new sections/headings for Professional Liability Coverage and General Liability Coverage</li> <li>• deleted Combined Policy Aggregate Limit (separate limits apply for Professional Liability Coverage and General Liability Coverage; a Combined Policy Aggregate Limit may be added via endorsement for specific risks)</li> </ul>
Deductible	<p>The Deductible provisions have been entirely rewritten for clarification. Amendments include:</p> <ul style="list-style-type: none"> <li>• replaced “Self-Insured Retention” with “Deductible”</li> <li>• clarified that the Deductible applies to “Loss”, “Claim Expenses” and “Medical Expenses”</li> <li>• clarified that the Limits of Liability will not be reduced by the amount of the Deductible</li> </ul>	<p>The Deductible provisions have been entirely rewritten for clarification. Amendments include:</p> <ul style="list-style-type: none"> <li>• replaced “Self-Insured Retention” with “Deductible”</li> <li>• clarified that the Deductible applies to “Loss”, “Claim Expenses” and “Medical Expenses”</li> <li>• clarified that the Limits of Liability will not be reduced by the amount of the Deductible</li> </ul>
Multiple Claims and Interrelated Wrongful Acts/Incidents	<p>New provisions regarding the application of the policy to claims arising out of “Interrelated Wrongful Acts” or “Interrelated General Liability Incidents”; a single Limit of Liability and Deductible shall apply.</p>	<p>New provisions regarding the application of the policy to claims arising out of “Interrelated Wrongful Acts” or “Interrelated General Liability Incidents”; a single Limit of Liability and Deductible shall apply.</p>
Non-Stacking of Limits	<p>New provisions prohibiting the stacking of Professional Liability Coverage and General Liability Coverage; only the highest applicable Limit of Liability and Deductible shall apply to any Claim covered under more than one Coverage Part/Insuring Agreement of the Policy.</p>	<p>New provisions prohibiting the stacking of Professional Liability Coverage and General Liability Coverage; only the highest applicable Limit of Liability and Deductible shall apply to any Claim covered under more than one Coverage Part/Insuring Agreement of the Policy.</p>
TERRITORY	SUMMARY OF CHANGES FROM P1861MM-0114 to HCC ASP 1000	SUMMARY OF CHANGES FROM P1861OMM-0114 to HCC ASP 2000
Revisions as to General Liability Coverage	<p>As to General Liability Coverage, the Territory provisions have been revised to require that General Liability Incidents must occur on premises owned or rented by, or leased to, the Named Insured or where Professional Services are rendered.</p>	<p>As to General Liability Coverage, the Territory provisions have been revised to require that General Liability Incidents must occur on premises owned or rented by, or leased to, the Named Insured or where Professional Services are rendered.</p>
NOTIFICATION	SUMMARY OF CHANGES FROM P1861MM-0114 to HCC ASP 1000	SUMMARY OF CHANGES FROM P1861OMM-0114 to HCC ASP 2000
Revisions to Notice Provisions	<p>As to all coverage under the Policy, the Notice provisions have been revised to require notice of any Claim <b><i>“as soon as practicable during the Policy Period, but no later than sixty (60) days after expiration of the Policy Period, or during the Optional Extended Reporting Period, if applicable”</i></b>.</p>	<ul style="list-style-type: none"> <li>• As to Professional Liability Coverage, the Notice provisions have been revised to require notice of any Claim <b><i>“as soon as practicable during the Policy Period, but no later than sixty (60) days after expiration of the Policy Period, or during the Optional Extended Reporting Period, if applicable”</i></b>;</li> <li>• As to General Liability Coverage, the Notice provisions have been revised to require notice <b><i>“as soon as practicable of any Claim or General Liability Incident that may result in a Claim”</i></b></li> </ul>

AMENDED POLICY SECTIONS	SUMMARY OF CHANGES FROM P1861MM-0114 to HCC ASP 1000	SUMMARY OF CHANGES FROM P1861OMM-0114 to HCC ASP 2000
Assistance and Cooperation	These provisions have been entirely rewritten for clarification.	These provisions have been entirely rewritten for clarification.
Other Insurance	These provisions have been entirely rewritten for clarification.	These provisions have been entirely rewritten for clarification.
Cancellation	<ul style="list-style-type: none"> <li>• Increased the notice period if the Company cancels for any reason other than non-payment of premium from 30 days to 60 days</li> <li>• Clarified that, in the event of conflict with any governing law, the cancellation provisions will be deemed to be amended to comply with such law</li> </ul>	<ul style="list-style-type: none"> <li>• Increased the notice period if the Company cancels for any reason other than non-payment of premium from 30 days to 60 days</li> <li>• Clarified that, in the event of conflict with any governing law, the cancellation provisions will be deemed to be amended to comply with such law</li> </ul>
Optional Extended Reporting Period (ERP)	<ul style="list-style-type: none"> <li>• Now requires payment of ERP premium within 30 days from the Named Insured's written request to bind ERP coverage (previously, the request to purchase ERP coverage and premium payment were both due within 30 days of the policy expiration date)</li> <li>• Clarified scenarios in which ERP will not be offered, which include fraud, material representation and material omission</li> </ul>	<ul style="list-style-type: none"> <li>• Now requires payment of Professional Liability ERP premium within 30 days from the Named Insured's written request to bind the Professional Liability ERP coverage (previously, the request to purchase the Professional Liability ERP coverage and premium payment were both due within 30 days of the policy expiration date)</li> <li>• Clarified scenarios in which the Professional Liability ERP will not be offered, which include fraud, material representation and material omission</li> </ul>
False or Fraudulent Claims	Deleted severability provisions.	Deleted severability provisions.
Licensing	<p>These provisions have been entirely rewritten for clarification. Amendments include:</p> <ul style="list-style-type: none"> <li>• clarified that all facilities of the Named Insured and all Insureds must hold all necessary licenses or certifications to perform "Professional Services" as a condition precedent to coverage under the Policy;</li> <li>• requires notice to the Company of any change in an "Insured's" licensure status, such as termination, withdrawal, restriction, revocation, etc., within 30 days of the effective date of the change. The Company may elect, at its sole discretion, to revise the Policy terms and conditions as to such Insured.</li> </ul>	<p>These provisions have been entirely rewritten for clarification. Amendments include:</p> <ul style="list-style-type: none"> <li>• clarified that all facilities of the Named Insured and all Insureds must hold all necessary licenses or certifications to perform "Professional Services" as a condition precedent to coverage under the Policy;</li> <li>• requires notice to the Company of any change in an "Insured's" licensure status, such as termination, withdrawal, restriction, revocation, etc., within 30 days of the effective date of the change. The Company may elect, at its sole discretion, to revise the Policy terms and conditions as to such Insured.</li> </ul>
NEW POLICY SECTIONS	SUMMARY OF CHANGES FROM P1861MM-0114 to HCC ASP 1000	SUMMARY OF CHANGES FROM P1861OMM-0114 to HCC ASP 2000
	<p>The following new Policy Conditions/Sections have been added:</p> <ul style="list-style-type: none"> <li>• Subrogation</li> <li>• Non-Renewal</li> <li>• Action Against the Company (replaces "Legal Action Against Underwriters")</li> <li>• Authorization Clause</li> <li>• Representations</li> <li>• Bankruptcy or Insolvency</li> <li>• Office of Foreign Assets Control</li> <li>• Headings</li> <li>• Policy Conformance</li> <li>• Material Changes</li> </ul>	<p>The following new Policy Conditions/Sections have been added:</p> <ul style="list-style-type: none"> <li>• Subrogation</li> <li>• Non-Renewal</li> <li>• Action Against the Company (replaces "Legal Action Against Underwriters")</li> <li>• Authorization Clause</li> <li>• Representations</li> <li>• Bankruptcy or Insolvency</li> <li>• Office of Foreign Assets Control</li> <li>• Headings</li> <li>• Policy Conformance</li> <li>• Material Changes</li> </ul>

	<ul style="list-style-type: none"> <li>• Transfer of Control When the Limit of Liability is Exhausted</li> <li>• Currency</li> <li>• Entire Agreement</li> </ul>	<ul style="list-style-type: none"> <li>• Transfer of Control When the Limit of Liability is Exhausted</li> <li>• Currency</li> <li>• Entire Agreement</li> </ul>
<b>DELETED POLICY SECTIONS</b>	<b>SUMMARY OF CHANGES FROM P1861MM-0114 to HCC ASP 1000</b>	<b>SUMMARY OF CHANGES FROM P1861OMM-0114 to HCC ASP 2000</b>
	<p>The following new Policy Conditions/Sections have been deleted:</p> <ul style="list-style-type: none"> <li>• Application of Policy</li> <li>• Non-Pyramiding of Limits (this provision prohibited the stacking of limits across 2 or more policies issued to an insured by the Company. If necessary for a specific risk, a Non-Pyramiding of Limits provision will be added via endorsement)</li> <li>• Warranty of Physician Coverage (such requirement, if necessary for a specific risk, will be added via endorsement)</li> <li>• Legal Action Against Underwriters (replaced with "Action Against the Company")</li> <li>• Application</li> <li>• Prohibition of Voluntary Payment of Claim (similar provisions now contained in Section <b>II.(B)</b> of the Policy)</li> <li>• Locum Tenens for Insured Healthcare Professionals (terms/conditions have been clarified regarding coverage for "Temporary Workers")</li> <li>• Additional Insureds (coverage for Additional Insureds may be added by endorsement for specific risks)</li> <li>• Maintenance of Self-Insured Retention</li> <li>• Interrelationship and Date Claim Made (similar provisions now contained in Section <b>V.(E)</b> of the Policy)</li> </ul>	<p>The following new Policy Conditions/Sections have been deleted:</p> <ul style="list-style-type: none"> <li>• Application of Policy</li> <li>• Non-Pyramiding of Limits (this provision prohibited the stacking of limits across 2 or more policies issued to an insured by the Company. If necessary for a specific risk, a Non-Pyramiding of Limits provision will be added via endorsement)</li> <li>• Warranty of Physician Coverage (such requirement, if necessary for a specific risk, will be added via endorsement)</li> <li>• Legal Action Against Underwriters (replaced with "Action Against the Company")</li> <li>• Application</li> <li>• Prohibition of Voluntary Payment of Claim (similar provisions now contained in Section <b>II.(B)</b> of the Policy)</li> <li>• Locum Tenens for Insured Healthcare Professionals (terms/conditions have been clarified regarding coverage for "Temporary Workers")</li> <li>• Additional Insureds (coverage for Additional Insureds will via added by endorsement for specific risks)</li> <li>• Maintenance of Self-Insured Retention</li> <li>• Interrelationship and Date Claim Made (similar provisions now contained in Section <b>V.(E)</b> of the Policy)</li> </ul>