

**INITIAL / RENEWAL APPLICATION FOR  
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY  
NASSAU COUNTY, FLORIDA**

This initial/renewal application is for a Certificate of Public Convenience and Necessity ("COPCN") to provide emergency medical care and/or transportation or nonemergency transportation within Nassau County, Florida. Nassau County, Florida reserves the right to request additional information from the applicant once this application is submitted.

Application Type:

Initial



Renewal



1. Name of business AmeriPro EMS of Florida
2. Address 4810 Executive Park Ct, Ste 112  
City Jacksonville State FL Zip Code 32216  
  
P.O. Box \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_
3. Phone number(s) 1-844-277-6367  
(Include area codes) \_\_\_\_\_ Business Office \_\_\_\_\_  
\_\_\_\_\_  
Pager Number \_\_\_\_\_ Cell Phone Number \_\_\_\_\_
4. List names, addresses and day time phone numbers of (all) owner, partners, operator and/or board of directors of corporation.  
Suhas Uppalapati, President and CEO 404-863-7160  
4810 Executive Park Ct, Ste 112 Jacksonville, FL 32216  
Larry Richardson, Executive Vice-President and COO 678-723-7018  
4810 Executive Park Ct, Ste 112 Jacksonville, FL 32216  
\_\_\_\_\_
5. State the experience of everyone listed in Paragraph 4.  
Suhas Uppalapati, President and CEO  
Larry Richardson, Executive Vice-President and COO, Paramedic  
\_\_\_\_\_
6. Indicate the level applicant wishes to provide: (No 9-1-1 calls for service in Nassau County except as requested by Nassau County Fire Rescue)  
  
☐ Type B – Basic Life Support Non-Transport (BLS Non-Transport)  
☒ Type C – Basic Life Support Transport (BLS Transport)  
☐ Type D – Advanced Life Support Non-Transport (ALS Non-Transport)  
☒ Type E – Advanced Life Support Transport (ALS Transport)  
☐ Type F – Prehospital Air Ambulance Service  
☒ Type G – ALS Interfacility Transport Service  
☒ Type H – BLS Interfacility Transport Service

7. List the geographical area in which you wish to provide the service being applied for herein (complete county or portion thereof):

We are submitting this application for a new Certificate of Public Convenience and Necessity for Nassau County Florida, covering approximately 651.6 square miles with a population of 85,832.

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8. State the facts showing the demand or the need for the level of service in the geographical area being applied for:

With a current population of 85,832, Nassau County has grown 49% over the past 18 years. AmeriPro EMS will provide top quality service to the residents of a growing Nassau county.

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9. Give a detailed description of the equipment the applicant will utilize in the service (attach separate sheet if needed). Also, complete the vehicle roster attached.

All of AmeriPro EMS's ambulances meet and exceed the state ALS requirements for Florida. Additional information is attached.

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10. Number of personnel to staff each unit? 2

11. Proof applicant is in compliance with all applicable federal, state and local requirements. (Attach copies of certificates) including ALS and / or BLS Ambulance provider license by the Florida Department of Health, Bureau of EMS)

12. State the address and description of each of the locations from which the applicant will operate and the hours of operation, staffing, and phone number for that location

Location Address	Description	Hours of operation	Staffing	Phone number
4810 Executive Park Ct, Ste 112	Headquarters	24	3	844-277-6367
1400 Kingsley Ave, #9E	substation	24	1	844-277-6367
173 Tree Blvd	substaion	24	1	844-277-6367

13. Does the service have "back-up" availability in case a unit breaks down or multiple calls? YES ☒ NO ☐ If Yes, explain procedure:

AmeriPro EMS will provide a fully staffed ALS ambulance that a will be dedicated to Nassau County. Stocked spares as well as additional ambulances staffed and stationed in Duval, Clay and St. Johns counties and will be available to stage in Nassau County should the need arise.

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14. Provide written documentation to assist Nassau County Fire Rescue and any other emergency services during a disaster situation.

15. Will your service transport patients out of county? Yes

16. Will your service pick up from other counties? Yes then return to Nassau County? Yes

17. Type of service which will be provided (check appropriate blank):

Land ☒ Water ☐ Air ☐

18. Rate schedule – Provide a listing of all rates/charges for your service to provide the level applied for.

19. If a COPCN is issued to applicant, applicant agrees to the following:

- a. To indemnify Nassau County for any claims or losses arising out of applicant's operations;
- b. Applicant will comply with all state and county laws and regulations;
- c. Provide continuous and uninterrupted service to the extent and for the area authorized by the COPCN;
- d. Provide service to adjacent areas or routes within Nassau County, when requested to do so by public safety agencies, in an emergency situation or in accordance with established agreements;
- e. Keep posted at all the principal business locations in Nassau County a copy of the COPCN and any rate or fee schedule;
- f. Provide proof of insurance in amounts required by the Board of County Commissioner through the Risk Management Department;
- g. Keep such records as may be required by Nassau County Fire Rescue Department or Nassau County Board of County Commissioners, and
- h. Operate in conformance with state law and all rules and regulation hereunder.

To the best of my knowledge, all statements on this application are true and correct and the applicant agrees to the terms contained herein.

Todd Turpin  
Signature of Applicant

Director of Operations  
Title

10/24/19  
Date

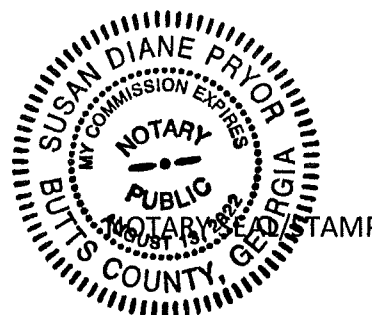
STATE OF FLORIDA  
COUNTY OF Nassau

This foregoing instrument was acknowledged before me  
this 24 day of October, 20 19, by

Todd Turpin  
as Director of Operations (title)  
for Ameripro EMS LLC  
(Company Name)

Susan Pryor  
Notary Signature

expires 8/13/2022



Personally Known ☒ OR Produced Identification ☐

Type of Identification produced:

Mail completed application and supporting documents to:  
Nassau County Fire Rescue  
Attn: Greg Roland, Assistant Chief  
96160 Nassau Place  
Yulee, FL 32097

For all questions or additional information please contact:  
Greg Roland, Assistant Chief  
groland@nassaucountyfl.com  
904-530-6602



**9.** All of AmeriPro EMS's ambulances meet and exceed the state ALS requirements for Florida. We have attached a copy of the state equipment requirements that every is used to stock the ambulances. Every ambulance has an inventory with stocking par levels created in Operative IQ. An inspection is completed daily, and any needed supplies are ordered and filled to bring the ambulance back to proper stocking levels. All ambulances meet the latest KKK standards for safety and are equipped with Stryker power cots.

**11.** A copy of the Florida State EMS license application is attached.

**12.** 4810 Executive Park Ct, Ste 112 Jacksonville, FL 32216

1400 Kingsley Ave, #9E Orange Park, FL 32073

173 Tree Blvd St. Augustine, FL 32084

**14.** AmeriPro EMS of Florida shall offer assistance to and agrees to abide by the orders of the fire chief of Nassau County should any temporary situation arise, or a declaration of emergency be declared regarding public health, safety, welfare, or public need and convenience.



**STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
BUREAU OF EMERGENCY MEDICAL OVERSIGHT**

**ADVANCED LIFE SUPPORT SERVICE LICENSE**

This is to certify that: AMERIPRO EMS OF FLORIDA, LLC Provider Number # 10017  
Name of Provider

4810 EXECUTIVE PARK COURT, SUITE 112, JACKSONVILLE, FLORIDA 32216  
Address

has complied with Chapter 401, Florida Statutes, and Chapter 64J-1, Florida Administrative Code, and is authorized to operate as an Advanced Life Support Service subject to any and all limitations specified in the applicable Certificate(s) of Public Convenience and Necessity and/or Mutual Aid Agreements for the County(s) listed below:

CLAY & ST. JOHNS  
County (s)

A handwritten signature in black ink, reading "Steve A. McCoy", is positioned above the printed name and title.

Steve A. McCoy  
Emergency Medical Services Administrator  
Florida Department of Health

**THIS CERTIFICATE EXPIRES ON: 10/09/2021**

This certificate shall be posted in the above mentioned establishment

# Emergency Medical Services License Application Profile Report

## PROVIDER DATA

<u>Name:</u>	AMERIPRO EMS OF FLORIDA, LLC	<u>ID NUMBER:</u>	10017	<u>Phone:</u>	(904) 733-6600
<u>Manager Name:</u>	Larry Richardson, Executive VP & COO	<u>COUNTY:</u>	DUVAL	<u>Fax:</u>	(904) 733-6600
<u>Mailing Address:</u>	4810 Executive Park Court Suite 112 JACKSONVILLE, FL 32216	<u>Service Type</u>	Corporation For Profit		
<u>Physical Address:</u>	4810 Executive Park Court Suite 112 JACKSONVILLE, FL 32216	<u>Email:</u>	larry@ameriproems.com		

## LICENSE DATA

<u>Certification Number:</u>	4512	<u>Date Issued:</u>	10/21/2019	<u>Expires:</u>	10/09/2021
<u>Status:</u>	Clear	<u>Amount Required:</u>	\$30.00	<u>Amount paid:</u>	\$30.00
<u>Service Type:</u>	ALS				

## PRIMARY MEDICAL DIRECTOR DATA

<u>Name:</u>	GALLANTER, TISHA MD	<u>License Number:</u>	ME 79093	<u>License Expires:</u>	01/31/2021
<u>Phone:</u>	(904) 982-9586	<u>DEA Reg. #:</u>	BG 5906651	<u>DEA Reg. Expires:</u>	09/30/2022
<u>Address:</u>	4810 Executive Park Court Suite 112 JACKSONVILLE FL 32216	<u>Contract End Date:</u>	08/31/2020		

## CONDARY MEDICAL DIRECTOR DATA

<u>Name:</u>		<u>License Number:</u>		<u>License Expires:</u>	
<u>Phone:</u>		<u>DEA Reg. #:</u>		<u>DEA Reg. Expires:</u>	
<u>Address:</u>		<u>Contract End Date:</u>			

# INSURANCE DATA

Insurance Company  
Continental Western Insurance Company

Type of Insurance  
Vehicle Liability

Insurance Expiration Date  
05/29/2020

# SERVICE AREA DATA

County of Service  
St. Johns - ALS & BLS  
Clay - ALS/BLS

Date Certificate of Public Convenience and  
Necessity Expires  
10/01/2022  
10/22/2021

# VEHICLE DATA

Permit #	Type	Sub-Type	Make	Model	Year	License Status	Issue Date	Vehicle Identifier	Permit Fee
22569	ALS	T	FORD	TRANSIT	2018	Clear	10/10/2019	1FDYR2CM9JKB40844	25.00
22570	ALS	T	FORD	TRANSIT	2018	Clear	10/10/2019	1FDYR2CM6JKB40834	25.00
22571	ALS	T	FORD	TRANSIT	2018	Clear	10/10/2019	1FDYR2CM9JKB40830	25.00
22572	ALS	T	FORD	TRANSIT	2018	Clear	10/10/2019	1FDYR2CMXJKB47544	25.00
22573	ALS	T	FORD	TRANSIT	2018	Clear	10/10/2019	1FDYR2CM2JKB40832	25.00

Count of vehicles with status of "Issued"									
Total	5	BLS	0	ALS (Transport)	5	ALS (Non-Transport)	0	AIR	0





**FIDELITY  
BANK**  
Member FDIC

P.O. Box 105075  
Atlanta, GA 30348-5075

(404) 639-6500  
[www.lionbank.com](http://www.lionbank.com)

August 29, 2019

Fidelity Bank, a division of Ameris Bank  
214 Roswell Street  
Marietta, GA 30060

To whom it may concern:

This letter is to serve as acknowledgement that AmeriPro EMS LLC started their banking relationship with Fidelity Bank, a division of Ameris Bank, in January 2018. I consider AmeriPro EMS LLC as one of my "high value clients". Their accounts have been and are currently in good standing. AmeriPro EMS of Florida LLC also started their banking relationship with Fidelity Bank, a division of Ameris Bank, in August 2019. Please feel free to call or email me if you have any questions or need anything else.

Sincerely,

Jason Faulkner  
Vice President, Branch Manager  
NMLS# 679594  
Fidelity Bank, a division of Ameris Bank  
214 Roswell Street  
Marietta, GA 30060  
404-553-2800  
[jason.faulkner@amerisbank.com](mailto:jason.faulkner@amerisbank.com)

AC# 8642813

STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	LICENSE NO.	CONTROL NO.
11/14/2018	ME 79093	634544

The **MEDICAL DOCTOR**  
named below has met all requirements of  
the laws and rules of the state of Florida.

Expiration Date: **JANUARY 31, 2021**

**TISHA GALLANTER, MD**  
**SHANDS JACKSONVILLE**  
**655 W 8TH STREET**  
**JACKSONVILLE, FL 32209**



Rick Scott  
GOVERNOR



Celeste M. Philip, M.D., M.P.H.  
Surgeon General and Secretary

DISPLAY IF REQUIRED BY LAW

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
BG5906651	09-30-2022	\$731

SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N,3 3N,4,5	PRACTITIONER	08-26-2019

GALLANTER, TISHA MD SHANDS JACKSONVILLE 655 W 8TH ST DEPARTMENT OF EMERGENCY MEDICI JACKSONVILLE, FL 32209 6511		
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CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE  
 UNITED STATES DEPARTMENT OF JUSTICE  
 DRUG ENFORCEMENT ADMINISTRATION  
 WASHINGTON D.C. 20537

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE  
 UNITED STATES DEPARTMENT OF JUSTICE  
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 WASHINGTON D.C. 20537

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BG5906651	09-30-2022	\$731

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/01/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> PointeNorth Insurance Group, LLC PO Box 724728  Atlanta GA 31139		<b>CONTACT NAME:</b> Stephanie Vinson <b>PHONE (A/C, No, Ext):</b> (678) 501-6183 <b>FAX (A/C, No):</b> (770) 858-7545 <b>E-MAIL ADDRESS:</b> svinson@pointenorthins.com	
<b>INSURED</b> AmeriPro EMS of Florida, LLC 5995 Philips Hwy Suite B Jacksonville FL 32216		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Capitol Specialty Insurance Corp <b>INSURER B:</b> Continental Western Insurance Company <b>INSURER C:</b> StarStone Specialty Ins Co <b>INSURER D:</b> Bridgefield Casualty Ins <b>INSURER E:</b> <b>INSURER F:</b>	

## COVERAGES

**CERTIFICATE NUMBER:** 19-20: 5995 Philips (FL)

**REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability- Claims Made \$1M Each Claim / \$3M Aggregate GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			MM20192265-01	07/30/2019	05/29/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Professional Liability \$ 1,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CPA4437343 43	07/30/2019	05/29/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$			Q73477190AHL	07/30/2019	05/29/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ PER STATUTE OTH-ER
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N Y	N/A		019646235	07/30/2019	05/18/2020	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

Florida Department of EMS Provider License 4052 Bald Cypress Way Bin A-22 Tallahassee FL 32399	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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AGENCY CUSTOMER ID: 00072505

## VEHICLE SCHEDULE

DATE (MM/DD/YYYY)  
7/31/2019

AGENCY PointeNorth Insurance Group, LLC		CARRIER Continental Western Insurance Company		NAIC CODE 10804
POLICY NUMBER FL AUTO		EFFECTIVE DATE 7/30/2019	NAMED INSURED(S) AmeriPro EMS, LLC	

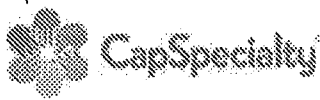
## VEHICLE DESCRIPTION

VEH # 5	YEAR 2018	MAKE: Ford MODEL: Transit T-250	BODY TYPE: Ambulance (non emergency) V.I.N.: 1FDYR2CM2JKB40832	VEHICLE TYPE PP <input type="checkbox"/> SPEC <input type="checkbox"/> COML <input type="checkbox"/>			SYM / AGE	COMP / OTC SYM	COLL SYM	
GARAGING ADDRESS 5995 Philips Hwy	STREET (Required in KY) Jacksonville		CITY		COUNTY		STATE FL	ZIP 32216		
LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL		
								COST NEW \$ 67072		
USE PLEASURE <input type="checkbox"/> FARM <input type="checkbox"/>	COMM'L <input type="checkbox"/> RETAIL <input type="checkbox"/> SERVICE <input type="checkbox"/>	FOR HIRE <input type="checkbox"/>	CHECK COVERAGES LIAB <input checked="" type="checkbox"/> NO-FAULT <input checked="" type="checkbox"/>	ADD'L NO-FAULT MED PAY <input checked="" type="checkbox"/> UNINS MOTOR <input checked="" type="checkbox"/>	UNDRINS MOTOR TOWING & LABOR SPEC C OF L	F FT <input type="checkbox"/> FTW <input checked="" type="checkbox"/>	LSP COMP/OTC <input checked="" type="checkbox"/> COLL <input checked="" type="checkbox"/>	RENT REIMB FG <input type="checkbox"/>	DEDUCTIBLES AA <input type="checkbox"/> ST AMT <input type="checkbox"/>	
								ACV <input checked="" type="checkbox"/>	COMP/OTC <input checked="" type="checkbox"/>	SPEC C OF L <input type="checkbox"/>
								\$ 2,000		\$ 2,000 COLL
DRIVE TO WORK / SCHOOL 15 MILES +								TOTAL PREM: \$		
VEH #	YEAR	MAKE:	BODY TYPE:	VEHICLE TYPE			SYM / AGE	COMP / OTC SYM	COLL SYM	
		MODEL:	V.I.N.:	PP <input type="checkbox"/> SPEC <input type="checkbox"/> COML <input type="checkbox"/>						
GARAGING ADDRESS	STREET (Required in KY)		CITY		COUNTY		STATE	ZIP		
LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL		
								COST NEW \$		
USE PLEASURE <input type="checkbox"/> FARM <input type="checkbox"/>	COMM'L <input type="checkbox"/> RETAIL <input type="checkbox"/> SERVICE <input type="checkbox"/>	FOR HIRE <input type="checkbox"/>	CHECK COVERAGES LIAB <input type="checkbox"/> NO-FAULT <input type="checkbox"/>	ADD'L NO-FAULT MED PAY <input type="checkbox"/> UNINS MOTOR <input type="checkbox"/>	UNDRINS MOTOR TOWING & LABOR SPEC C OF L	F FT <input type="checkbox"/> FTW <input type="checkbox"/>	LSP COMP/OTC <input type="checkbox"/> COLL <input type="checkbox"/>	RENT REIMB FG <input type="checkbox"/>	DEDUCTIBLES AA <input type="checkbox"/> ST AMT <input type="checkbox"/>	
								ACV <input type="checkbox"/>	COMP/OTC <input type="checkbox"/>	SPEC C OF L <input type="checkbox"/>
								\$		\$ COLL
DRIVE TO WORK / SCHOOL 15 MILES +								TOTAL PREM: \$		
VEH #	YEAR	MAKE:	BODY TYPE:	VEHICLE TYPE			SYM / AGE	COMP / OTC SYM	COLL SYM	
		MODEL:	V.I.N.:	PP <input type="checkbox"/> SPEC <input type="checkbox"/> COML <input type="checkbox"/>						
GARAGING ADDRESS	STREET (Required in KY)		CITY		COUNTY		STATE	ZIP		
LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL		
								COST NEW \$		
USE PLEASURE <input type="checkbox"/> FARM <input type="checkbox"/>	COMM'L <input type="checkbox"/> RETAIL <input type="checkbox"/> SERVICE <input type="checkbox"/>	FOR HIRE <input type="checkbox"/>	CHECK COVERAGES LIAB <input type="checkbox"/> NO-FAULT <input type="checkbox"/>	ADD'L NO-FAULT MED PAY <input type="checkbox"/> UNINS MOTOR <input type="checkbox"/>	UNDRINS MOTOR TOWING & LABOR SPEC C OF L	F FT <input type="checkbox"/> FTW <input type="checkbox"/>	LSP COMP/OTC <input type="checkbox"/> COLL <input type="checkbox"/>	RENT REIMB FG <input type="checkbox"/>	DEDUCTIBLES AA <input type="checkbox"/> ST AMT <input type="checkbox"/>	
								ACV <input type="checkbox"/>	COMP/OTC <input type="checkbox"/>	SPEC C OF L <input type="checkbox"/>
								\$		\$ COLL
DRIVE TO WORK / SCHOOL 15 MILES +								TOTAL PREM: \$		
VEH #	YEAR	MAKE:	BODY TYPE:	VEHICLE TYPE			SYM / AGE	COMP / OTC SYM	COLL SYM	
		MODEL:	V.I.N.:	PP <input type="checkbox"/> SPEC <input type="checkbox"/> COML <input type="checkbox"/>						
GARAGING ADDRESS	STREET (Required in KY)		CITY		COUNTY		STATE	ZIP		
LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL		
								COST NEW \$		
USE PLEASURE <input type="checkbox"/> FARM <input type="checkbox"/>	COMM'L <input type="checkbox"/> RETAIL <input type="checkbox"/> SERVICE <input type="checkbox"/>	FOR HIRE <input type="checkbox"/>	CHECK COVERAGES LIAB <input type="checkbox"/> NO-FAULT <input type="checkbox"/>	ADD'L NO-FAULT MED PAY <input type="checkbox"/> UNINS MOTOR <input type="checkbox"/>	UNDRINS MOTOR TOWING & LABOR SPEC C OF L	F FT <input type="checkbox"/> FTW <input type="checkbox"/>	LSP COMP/OTC <input type="checkbox"/> COLL <input type="checkbox"/>	RENT REIMB FG <input type="checkbox"/>	DEDUCTIBLES AA <input type="checkbox"/> ST AMT <input type="checkbox"/>	
								ACV <input type="checkbox"/>	COMP/OTC <input type="checkbox"/>	SPEC C OF L <input type="checkbox"/>
								\$		\$ COLL
DRIVE TO WORK / SCHOOL 15 MILES +								TOTAL PREM: \$		
VEH #	YEAR	MAKE:	BODY TYPE:	VEHICLE TYPE			SYM / AGE	COMP / OTC SYM	COLL SYM	
		MODEL:	V.I.N.:	PP <input type="checkbox"/> SPEC <input type="checkbox"/> COML <input type="checkbox"/>						
GARAGING ADDRESS	STREET (Required in KY)		CITY		COUNTY		STATE	ZIP		
LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL		
								COST NEW \$		
USE PLEASURE <input type="checkbox"/> FARM <input type="checkbox"/>	COMM'L <input type="checkbox"/> RETAIL <input type="checkbox"/> SERVICE <input type="checkbox"/>	FOR HIRE <input type="checkbox"/>	CHECK COVERAGES LIAB <input type="checkbox"/> NO-FAULT <input type="checkbox"/>	ADD'L NO-FAULT MED PAY <input type="checkbox"/> UNINS MOTOR <input type="checkbox"/>	UNDRINS MOTOR TOWING & LABOR SPEC C OF L	F FT <input type="checkbox"/> FTW <input type="checkbox"/>	LSP COMP/OTC <input type="checkbox"/> COLL <input type="checkbox"/>	RENT REIMB FG <input type="checkbox"/>	DEDUCTIBLES AA <input type="checkbox"/> ST AMT <input type="checkbox"/>	
								ACV <input type="checkbox"/>	COMP/OTC <input type="checkbox"/>	SPEC C OF L <input type="checkbox"/>
								\$		\$ COLL
DRIVE TO WORK / SCHOOL 15 MILES +								TOTAL PREM: \$		

VEHICLE DESCRIPTION ☒ ACORD 129 attached for additional vehicles

VEH # 1	YEAR 2018	MAKE: Ford MODEL: Transit T-250	BODY TYPE: Ambulance (non emergency) V.I.N.: 1FDYR2CM9JKB40844	VEHICLE TYPE PP <input type="checkbox"/> SPEC <input type="checkbox"/> COML <input type="checkbox"/>			SYM / AGE	COMP / OTC SYM	COLL SYM	
GARAGING ADDRESS 1409 Kingsley Ave	STREET (Required in KY)		CITY Orange Park	COUNTY			STATE FL	ZIP 32073		
LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL		
USE PLEASURE <input type="checkbox"/> FARM <input type="checkbox"/>		COMM'L <input type="checkbox"/> RETAIL <input type="checkbox"/> SERVICE <input type="checkbox"/>	FOR HIRE <input type="checkbox"/>	CHECK COVERAGES <input checked="" type="checkbox"/> LIAB <input type="checkbox"/> NO-FAULT	ADD'L NO-FAULT <input checked="" type="checkbox"/> MED PAY <input checked="" type="checkbox"/> UNINS MOTOR	UNDRINS MOTOR TOWING & LABOR SPEC C OF L	F FT <input type="checkbox"/> FTW <input checked="" type="checkbox"/>	LSP COMP/OTC <input checked="" type="checkbox"/> COLL <input checked="" type="checkbox"/>	RENT REIMB FG <input type="checkbox"/>	DEDUCTIBLES AA <input type="checkbox"/> ST AMT <input type="checkbox"/>
DRIVE TO WORK / SCHOOL		< 15 MILES	15 MILES +	NET VEH DR/CR:			TOTAL PREM: \$			
VEH # 2	YEAR 2018	MAKE: Ford MODEL: Transit t-250	BODY TYPE: Ambulance (non emergency) V.I.N.: 1FDYR2CM6JKB40834	VEHICLE TYPE PP <input type="checkbox"/> SPEC <input type="checkbox"/> COML <input type="checkbox"/>			SYM / AGE	COMP / OTC SYM	COLL SYM	
GARAGING ADDRESS 1730 Tree Blvd	STREET (Required in KY)		CITY St. Augustine	COUNTY			STATE FL	ZIP 32084		
LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL		
USE PLEASURE <input type="checkbox"/> FARM <input type="checkbox"/>		COMM'L <input type="checkbox"/> RETAIL <input type="checkbox"/> SERVICE <input type="checkbox"/>	FOR HIRE <input type="checkbox"/>	CHECK COVERAGES <input checked="" type="checkbox"/> LIAB <input type="checkbox"/> NO-FAULT	ADD'L NO-FAULT <input checked="" type="checkbox"/> MED PAY <input checked="" type="checkbox"/> UNINS MOTOR	UNDRINS MOTOR TOWING & LABOR SPEC C OF L	F FT <input type="checkbox"/> FTW <input checked="" type="checkbox"/>	LSP COMP/OTC <input checked="" type="checkbox"/> COLL <input checked="" type="checkbox"/>	RENT REIMB FG <input type="checkbox"/>	DEDUCTIBLES AA <input type="checkbox"/> ST AMT <input type="checkbox"/>
DRIVE TO WORK / SCHOOL		< 15 MILES	15 MILES +	NET VEH DR/CR:			TOTAL PREM: \$			
VEH # 3	YEAR 2018	MAKE: Ford MODEL: TransitT-250	BODY TYPE: Ambulance (non emergency) V.I.N.: 1FDYR2CM9JKB40830	VEHICLE TYPE PP <input type="checkbox"/> SPEC <input type="checkbox"/> COML <input type="checkbox"/>			SYM / AGE	COMP / OTC SYM	COLL SYM	
GARAGING ADDRESS 1730 Tree Blvd	STREET (Required in KY)		CITY St. Augustine	COUNTY			STATE FL	ZIP 32084		
LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL		
USE PLEASURE <input type="checkbox"/> FARM <input type="checkbox"/>		COMM'L <input type="checkbox"/> RETAIL <input type="checkbox"/> SERVICE <input type="checkbox"/>	FOR HIRE <input type="checkbox"/>	CHECK COVERAGES <input checked="" type="checkbox"/> LIAB <input type="checkbox"/> NO-FAULT	ADD'L NO-FAULT <input checked="" type="checkbox"/> MED PAY <input checked="" type="checkbox"/> UNINS MOTOR	UNDRINS MOTOR TOWING & LABOR SPEC C OF L	F FT <input type="checkbox"/> FTW <input checked="" type="checkbox"/>	LSP COMP/OTC <input checked="" type="checkbox"/> COLL <input checked="" type="checkbox"/>	RENT REIMB FG <input type="checkbox"/>	DEDUCTIBLES AA <input type="checkbox"/> ST AMT <input type="checkbox"/>
DRIVE TO WORK / SCHOOL		< 15 MILES	15 MILES +	NET VEH DR/CR:			TOTAL PREM: \$			
VEH # 4	YEAR 2018	MAKE: Ford MODEL: Transit T-250	BODY TYPE: Ambulance (non emergency) V.I.N.: 1FDYR2CMXJKB47544	VEHICLE TYPE PP <input type="checkbox"/> SPEC <input type="checkbox"/> COML <input type="checkbox"/>			SYM / AGE	COMP / OTC SYM	COLL SYM	
GARAGING ADDRESS 5995 Philips Hwy	STREET (Required in KY)		CITY Jacksonville	COUNTY			STATE FL	ZIP 32216		
LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL		
USE PLEASURE <input type="checkbox"/> FARM <input type="checkbox"/>		COMM'L <input type="checkbox"/> RETAIL <input type="checkbox"/> SERVICE <input type="checkbox"/>	FOR HIRE <input type="checkbox"/>	CHECK COVERAGES <input checked="" type="checkbox"/> LIAB <input type="checkbox"/> NO-FAULT	ADD'L NO-FAULT <input checked="" type="checkbox"/> MED PAY <input checked="" type="checkbox"/> UNINS MOTOR	UNDRINS MOTOR TOWING & LABOR SPEC C OF L	F FT <input type="checkbox"/> FTW <input checked="" type="checkbox"/>	LSP COMP/OTC <input checked="" type="checkbox"/> COLL <input checked="" type="checkbox"/>	RENT REIMB FG <input type="checkbox"/>	DEDUCTIBLES AA <input type="checkbox"/> ST AMT <input type="checkbox"/>
DRIVE TO WORK / SCHOOL		< 15 MILES	15 MILES +	NET VEH DR/CR:			TOTAL PREM: \$			

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)



## Healthcare Organizations Professional Liability Package Policy

### General Terms and Conditions

This Policy is comprised of these General Terms and Conditions, the Declarations, the **Application**, the Coverage Sections purchased, and any Endorsements thereto.

The Coverage under this Policy is provided on either a Claims Made and Reported Basis, or on an Occurrence Basis, in accordance with the terms of each Coverage Section.

Words or phrases that appear in bold text (other than in headings and titles) have special meaning as specified in this Policy.

In consideration of the payment of the premium and in reliance upon all statements made and information contained in the **Application**, the **Insurer** and the **Named Insured**, on behalf of all **Insureds**, agree as follows:

#### I. COVERAGE TERMS

These General Terms and Conditions will apply to all Coverage Sections of this Policy, unless stated to the contrary in any Coverage Section. The terms and conditions of each Coverage Section will apply only to that Coverage Section. If any provision in these General Terms and Conditions is inconsistent with or conflicts with the terms and conditions of any Coverage Section, the terms and conditions of such Coverage Section will control for purposes of determining coverage under that Coverage Section.

Any defined term in these General Terms and Conditions which is also defined in a Coverage Section, will, for purposes of determining coverage under that Coverage Section, have the meaning set forth in that Coverage Section.

#### II. SUPPLEMENTARY PAYMENTS

##### A. LOSS OF EARNINGS AND EXPENSES

In addition to the Policy Aggregate Limit of Liability, the **Insurer** will pay loss of earnings due to time off from work, plus any reasonable travel and related expenses incurred by an **Insured**, where such **Insured** is participating in a hearing, trial, mediation, arbitration or deposition in connection with a covered **Claim** or at the **Insurer's** request. The amount the **Insurer** shall pay shall not exceed \$500 per day, per **Insured**, and no more than a total amount of \$5,000 per **Claim** regardless of the number of **Insureds** participating.

No deductible shall apply to payments made pursuant to this provision.

#### III. WHO IS AN INSURED

##### A. INSUREDS

**Insured** means any **Insured Entity** or **Insured Person**, as follows:

1. **Insured Entity** includes:

- (a) the **Named Insured**;
- (b) any **Subsidiary** which exists as of the Effective Date of this Policy;
- (c) any management company of the **Named Insured**, but only with respect to their duties as the management company of the **Named Insured** and only if a management agreement between the management company and the **Named Insured** is executed and effective prior to the date that the events or incidents underlying or alleged in the **Claim** took place; and
- (d) any other entity or organization specified in an Endorsement to this Policy as an **Insured Entity**.

2. **Insured Person** includes any past, present or future individual who is a:

- (a) principal, if the **Insured Entity** is a sole proprietorship;
- (b) partner, if the **Insured Entity** is a partnership;
- (c) general partner or managing general partner, if the **Insured Entity** is a limited partnership;
- (d) managing member, if the **Insured Entity** is a limited liability company;
- (e) any officer, trustee or member of the Board of Directors, if the **Insured Entity** is a corporation;
- (f) any member of a duly authorized board or committee of an **Insured Entity**;

- (g) any administrator of an **Insured Entity**;
- (h) any medical director of an **Insured Entity** (but only with respect to their administrative duties and not for the direct provision of **Medical Services to Patients**);
- (i) any **Employee**, student or **Volunteer**.

Coverage under this Policy for the **Insured Persons** listed above shall only apply while such individuals are acting within the capacity and scope of his or her duties on behalf of an **Insured Entity**.

#### IV. COVERAGE EXTENSIONS

##### A. ADDITIONAL INSURED BY CONTRACT

1. Coverage under this Policy shall be extended to apply to **Claims** against other individuals or organizations when required by written contract or agreement with the **Named Insured**, or pursuant to any permit (hereinafter referred to as "Additional Insureds"). The written contract, agreement or permit must be executed and effective prior to the date that the events or incidents underlying or alleged in the **Claim** took place. Coverage is provided for such Additional Insureds only for those allegations in the **Claim** which arise out of the otherwise covered negligent acts, errors or omissions of an **Insured** (other than an Additional Insured).
2. Coverage for the Additional Insureds shall not be deemed to increase the Limits of Liability of this Policy or broaden the terms of coverage. All Additional Insureds will share in the applicable Limits of Liability for any covered **Claim**. **Loss** paid on behalf of any Additional Insured, and **Defense Expenses** if applicable, will reduce and may exhaust any applicable Limits of Liability under this Policy. This Policy shall not provide coverage for any **Claim**, allegation or liability which arises out of an Additional Insured's own negligence, act, error or omission, work or conduct.
3. **Primary, Non-Contributory Coverage:**  
This Policy will be primary to and not seek contribution from any other insurance available to an Additional Insured; provided that: (a) the Additional Insured is the Named Insured under such other policy; and (a) the **Named Insured** has agreed in the written contract, agreement or permit that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

##### B. OTHER COVERAGE EXTENSIONS

Coverage under this Policy shall also apply to **Claims** against the following persons or entities, but only with respect to liability arising out of the actions of an **Insured**:

1. the debtor-in-possession or bankruptcy estate, including any bankruptcy trustee, of an **Insured Entity**, as established under United States bankruptcy laws, or any equivalent representative of an **Insured Entity** under the laws of any other jurisdiction;
2. the estate, heirs, executors, administrators, assignees and legal representatives of an **Insured Person**, in the event of the death or incapacity of such **Insured Person**; and
3. the lawful spouse of an **Insured Person** listed above, including any natural person qualifying as a domestic partner under the provisions of any applicable federal, state, or local law in the United States.

#### V. DEFINITIONS

Some bold-faced words may be defined in other parts of this Policy.

##### A. **Application** means:

1. the application forms and any supplemental application forms, including those forms of any other insurance carrier or company, which are submitted to the **Insurer** in connection with the application and underwriting process for this Policy, or any prior policy of which this is a renewal; and
2. any and all materials and information submitted to the **Insurer** in connection with the application and underwriting process and all publicly available material developed or disseminated by the **Insured** about the **Insured** that the **Insurer** obtained prior to the Effective Date of the Policy;

all of which are deemed to be on file with the **Insurer** and are deemed to be attached to, and form a part of this Policy, as if physically attached.

##### B. **Auto** means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment.



- C. **Bodily Injury**, unless otherwise defined in a specific Coverage Section, means physical harm, including sickness, disease or death, to the physical health of a person. It includes mental anguish, injury or illness, or emotional distress, whether or not it results from such physical harm, sickness or disease to the same person.
- D. **Claim** means:
1. a written demand;
  2. a civil proceeding;
  3. an arbitration proceeding to which an **Insured** must submit or does submit with the **Insurer's** consent; and
  4. any other alternative dispute resolution proceeding to which an **Insured** submits with the **Insurer's** consent;
- which seeks monetary damages from an **Insured** for a **Wrongful Act** for which coverage is provided under this Policy.
- Claim** does not include a request for medical records; a patient incident report, a variance report, or any other report made for loss prevention purposes; a subpoena for documents or testimony; an investigation, proceeding or suit brought by or on behalf of any governmental agency (unless such coverage is specifically provided in any Coverage Section); or a demand or legal proceeding seeking solely non-monetary or injunctive relief.
- E. **Defense Expenses** means any of the following costs or expenses incurred in the investigation, negotiation defense or settlement of any covered **Claim**:
1. reasonable and necessary expenses incurred by the **Insurer** on the **Insured's** behalf;
  2. reasonable fees charged by attorneys selected or pre-approved by the **Insurer** to defend an **Insured**;
  3. the cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable Limits of Liability; provided that the **Insurer** will not be obligated to apply for or furnish these bonds; and
  4. reasonable and necessary expenses incurred by the **Insured** at the **Insurer's** request or with the **Insurer's** consent.
- F. **Employee** means the following natural persons:
1. a person performing work or services for an **Insured Entity** for wages or other compensation on a full-time or part-time basis;
  2. a leased worker, or a person leased to an **Insured Entity** by a labor leasing firm under an agreement between the **Insured Entity** and the labor leasing firm, to perform duties related to the conduct of the **Insured Entity's** business; and
  3. a temporary worker, or a person who is substituting for a permanent employee on leave or is needed to meet seasonal or short-term workload conditions (other than a **Locum Tenens**).
- Employees** are **Insureds** under this Policy, but only for **Wrongful Acts** committed while acting within the scope of their duties for an **Insured Entity**
- G. **Employment Practices** means any acts, errors or omissions, practices, policies or procedures relating to employment or prospective employment with any **Insured Entity**, including but not limited to the following: breach of any employment contract, including any contract or agreement with a labor union; failure or refusal to hire or employ; dismissal, discharge, reduction in force, downsizing or termination of employment, whether actual or constructive; demotion, reassignment, failure or refusal to promote, or deprivation of career opportunity; discipline of employees; evaluation of employees; discrimination or harassment of any kind or on any basis including but not limited to race, sex, marital status, ancestry, physical or mental handicaps, age, sexual preference, pregnancy or religion or other status that is protected under any applicable federal, state or local statute or ordinance; humiliation or defamation; retaliatory treatment against an employee arising out of the employee's attempted or actual exercise of rights under the law; employment-related misrepresentations; or failure to implement appropriate workplace or employment policies or procedures.
- H. **Executive Officer** means any senior executive, manager, officer, or risk manager, of an **Insured Entity**.
- I. **Insured** means those persons and/or entities identified in Section III. **WHO IS AN INSURED**, or specifically included as an **Insured** in any Endorsement to this Policy.
- J. **Insurer** means the company issuing this Policy as indicated on the Declarations.
- K. **Loading or Unloading** means the handling of property:
1. after it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or **Auto**;
  2. while it is in or on an aircraft, watercraft or **Auto**; or
  3. while it is being moved from an aircraft, watercraft or **Auto** to the place where it is finally delivered;
- but **Loading or Unloading** does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or **Auto**.

- L. **Loss** means amounts that an **Insured** becomes legally obligated to pay in connection with a **Claim** covered under this Policy. **Loss** includes:
1. settlements;
  2. judgments;
  3. pre-judgment and post-judgment interest on any settlement or judgment, where required by law; and
  4. punitive or exemplary damages, to the extent that such damages are insurable under the laws of the applicable jurisdiction that is most favorable to the insurability of punitive or exemplary damages.
- Loss** does not include:
- (a) **Defense Expenses**;
  - (b) amounts for which an **Insured** is not legally liable;
  - (c) taxes;
  - (d) any return, refund or disgorgement of fees, profits, charges or other amounts;
  - (e) fines or penalties, including civil or administrative fines or penalties and civil monetary penalties;
  - (f) the multiplied portion of any multiplied damages award;
  - (g) relief or redress in any form other than monetary compensation or monetary damages, including without limitation the cost of complying with any injunctive, declaratory or administrative relief;
  - (h) costs or fees awarded in favor of the claimant; or
  - (i) amounts deemed uninsurable under applicable law.
- M. **Management Control** means:
1. having ownership interests representing greater than fifty percent (50%) of the voting, appointment, or designation power for the selection of a majority of the members of the Board of Directors of a corporation, the Management Committee of a joint venture or partnership, or the Management Board of a limited liability company;
  2. having ownership interests in an entity representing greater than fifty percent (50%) of the outstanding shares or equity interests; or
  3. having the right, pursuant to a written contract or the by-laws, charter, operating agreement or similar documents, to elect, appoint or designate a majority of the members of the Board of Directors of a corporation, the Management Committee of a joint venture or partnership, or the Management Board of a limited liability company.
- N. **Medical Services** means healthcare, medical care, or treatment provided to any Individual, including any of the following: medical, dental, psychiatric, mental health, chiropractic, osteopathic, nursing, or other professional healthcare; the furnishing or dispensing of medications, drugs, blood, blood products, or medical, dental, or psychiatric supplies, equipment, or appliances in connection with such care; the furnishing of food or beverages in connection with such care; the providing of counseling or other social services in connection with such care; and the handling of, or the performance of post-mortem examinations on, human bodies.
- O. **Mobile Equipment** means any of the following types of land vehicles, including any attached machinery or equipment:
1. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  2. vehicles maintained for use solely on premises the **Named Insured** owns or rents;
  3. vehicles that travel on crawler treads;
  4. vehicles, whether self-propelled or not, maintained primarily to provide mobility or permanently mounted:
    - (a) power cranes, shovels, loaders, diggers or drills; or
    - (b) road construction or resurfacing equipment such as graders, scrapers or rollers.
- P. **Named Insured** means the entity designated as such in Item 1. of the Declarations.
- Q. **Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- R. **Patient** means any person or human body seeking, registered or admitted to receive **Medical Services** from an **Insured**, before, during or after registration for such services, and whether on an in-patient, out-patient or emergency basis.
- S. **Policy Period** means the period from the Effective Date to the Expiration Date of this Policy, as specified in the Declarations. However, if this Policy is cancelled by either the **Named Insured** or the **Insurer**, the **Policy Period** ends at the effective date of the cancellation.

- T. **Pollutants** means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed. **Pollutants** shall also include biomedical waste, which includes any waste which is generated during the diagnosis, treatment or immunization of human beings or in research activities.
- U. **Property Damage** means:
1. physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
  2. loss of use of tangible property of others that is not physically injured.
- V. **Retroactive Date** means the applicable date set forth on the Declarations of this Policy.
- W. **Sexual Misconduct** means any type of actual, alleged, attempted, suggested or proposed physical contact, speech or activity of a sexual nature, whether or not consensual, and includes sexual molestation and sexual abuse.
- X. **Subsidiary** means any entity of which the **Named Insured** has **Management Control**, either directly or indirectly through one or more **Subsidiaries**. A **Subsidiary** shall not include any partnership, joint venture or limited liability company, unless specifically designated as such in an Endorsement to this Policy.
- Y. **Volunteer** means a person who provides his or her services or labor to an **Insured Entity**, but who does not have a contract to provide, and is not compensated for, such services and labor.
- Z. **Wrongful Act** means any:
1. **Healthcare Professional Services Wrongful Act**, as defined in the Healthcare Professional Liability Coverage Section;
  2. **Employee Benefits Wrongful Act**, as defined in the Employee Benefits Liability Coverage Section;
  3. **Sexual Misconduct Wrongful Act**, as defined in the Sexual Misconduct Liability Coverage Section;
  4. Offense resulting in **Personal Injury** or **Advertising Injury**, as defined in the General Liability Coverage Section;
  5. **Occurrence** resulting in **Bodily Injury**, **Property Damage**, or **Damages to Premises Rented to You**, as defined in the General Liability Coverage Section;

if coverage under the respective Coverage Section is purchased by the **Named Insured**, as specified in the Declarations.

## VI. LIMITS OF LIABILITY / DEDUCTIBLES

### A. LIMITS OF LIABILITY

1. The Limits of Liability provided under this Policy represent the most the **Insurer** will pay under this Policy for **Loss**, and **Defense Expenses** when applicable and in accordance with the terms set forth in each respective Coverage Section, regardless of the number of:
  - (a) **Insureds**;
  - (b) Additional Insureds as described in Section IV.A. of these General Terms and Conditions;
  - (c) **Claims** that are made;
  - (d) Persons or organizations making **Claims**; or
  - (e) **Wrongful Acts**.

All **Insureds** and Additional Insureds shall share in the Limits of Liability under this Policy.

2. **Each Claim Limit of Liability**

The Each Claim Limit of Liability specified in the Declarations for an Insuring Agreement or Coverage Section represents the maximum amount the **Insurer** will pay for all **Loss**, and **Defense Expenses** when applicable, from a single **Claim** for which coverage is provided by that Insuring Agreement or Coverage Section, subject to Section VI.E. below.

3. **Each Occurrence Limit of Liability or Each Wrongful Act Limit of Liability**

The Each Occurrence Limit of Liability or Each Wrongful Act Limit of Liability as specified in the Declarations for an Insuring Agreement or Coverage Section represents the most the **Insurer** will pay for all **Loss**, and **Defense Expenses** when applicable, from a single **Occurrence** or **Wrongful Act** for which coverage is provided by that Insuring Agreement or Coverage Section, subject to Section VI.E. below.

4. **Coverage Aggregate Limit of Liability**

The Coverage Aggregate Limit of Liability for each purchased Coverage Section, as specified in the Declarations, is maximum amount payable by the **Insurer's** for all **Loss**, and **Defense Expenses** when applicable, and all other amounts under the respective Coverage Section. However, if a specific coverage in a Coverage Section indicates that its Limits of

Liability are in addition to the Coverage Aggregate Limit of Liability, then payments made pursuant to such coverage shall not reduce or erode the Coverage Aggregate Limit of Liability or the Policy Aggregate Limit of Liability.

If a Coverage Aggregate Limit of Liability is exhausted by the payment of **Loss**, and **Defense Expenses** when applicable, or other amounts payable under the respective Coverage Section, the **Insurer** will have no further obligation to pay any further amounts under such Coverage Section, and the premium for such Coverage Section will be fully earned.

5. Policy Aggregate Limit of Liability

The Policy Aggregate Limit of Liability, as specified in the Declarations, is the maximum amount payable by the **Insurer** under this Policy for all **Loss**, and **Defense Expenses** when applicable, from all **Claims**, **Occurrences** or **Wrongful Acts**, and for all other amounts payable, for which coverage is provided under all purchased Coverage Sections, subject to paragraph 4. Above.

If the Policy Aggregate Limit of Liability is exhausted by the payment of **Loss**, and **Defense Expenses** when applicable, and other amounts payable, the **Insurer** will have no further obligation to pay any further amounts under this Policy, or have any obligation of any kind with respect to any **Claim** under this Policy, and the Total Policy Premium specified in the Declarations will be fully earned.

6. Exhaustion of Limits of Liability – Transition of Defense

When the applicable Limit of Liability for a **Claim** (or the applicable Coverage Aggregate Limit of Liability or Policy Aggregate Limit of Liability) is exhausted, the control and defense of such **Claim** shall transfer to the **Insured**, and the **Insured** must cooperate in this transfer and accept the control and defense of such **Claim**. The **Insurer** shall notify the **Named Insured** in writing if the Limit of Liability is likely to be exhausted by payments and initiate the transfer of control and defense to the appropriate **Insured**, as determined by the **Named Insured**.

The **Insurer** agrees to take such steps, as it deems appropriate, to avoid a default in, or continue the defense of, such **Claims** until such transfer is completed, provided the appropriate **Insured** is cooperating in completing such transfer. The **Named Insured** shall, upon written notice from the **Insurer**, promptly reimburse the **Insurer** for expenses the **Insurer** incurs in taking those steps.

**B. PAYMENT OF DEFENSE EXPENSES**

1. Generally, **Defense Expenses** are paid in addition to the Limits of Liability, and payment by the **Insurer** of **Defense Expenses** will not reduce the Limits of Liability for such Coverage Sections or the Policy Aggregate Limit of Liability.

However, with respect to the Sexual Misconduct Liability Coverage Section, and specific Insuring Agreements in the Professional Liability Coverage Section, **Defense Expenses** are part of and not in addition to the applicable Limits of Liability, and payments by the **Insurer** of **Defense Expenses** may, as indicated in the Coverage Section, reduce and exhaust such Limits of Liability for such Coverage Section and the Policy Aggregate Limit of Liability:

However, the **Insurer** will not be obligated to defend or continue to defend any **Claim** or pay **Defense Expenses** for any **Claim** under such Coverage Sections after Limit of Liability has been exhausted by the payment of **Loss**, both **Loss** and **Defense Expenses** as applicable, or other amounts payable under this Policy.

2. Advancement and Reimbursement of Defense Expenses

If the **Insurer** initially defends any **Insured**, or pay **Defense Expenses** including attorney's fees and costs, for any **Claim** against any **Insured**, but it is later determined that the **Claim**, the parties involved in the **Claim**, or the **Defense Expenses** which the **Insurer** has paid, are not covered or insured under this Policy, then the **Insurer** shall have the right to be reimbursed in full for all such **Defense Expenses**.

**C. DEDUCTIBLE**

1. The **Insurer** will only be liable for the amount of **Loss** in any **Claim**, which is in excess of the applicable Deductible amount as specified in the Declarations. Provided however, that with respect to the Sexual Misconduct Coverage Section, if purchased by the **Insured**, the **Insurer** will only be liable for the amount of **Loss** and **Defense Expenses** in any **Claim**, which is in excess of the applicable Deductible amount as specified in the Declarations.
2. The Deductible amount will be borne by the **Insureds** and remain uninsured.
3. If the total of all **Loss** (or **Loss** and **Defense Expenses** with respect to the Sexual Misconduct Coverage Section) from any **Claim**, is within the applicable Deductible, the **Insurer** will have no duty to pay under this Policy.
4. The Deductible amount is part of the Limits of Liability. Payments of **Loss** by the **Insured** within the Deductible amount will reduce and erode the Limits of Liability.
5. If, at the **Insurer's** sole discretion, the **Insurer** has advanced or paid all or any part of the Deductible on behalf of the **Insured**, the **Insured** will be obligated to reimburse such amounts to the **Insurer** upon demand.

14. Prior and Pending Litigation

Pending or prior litigation, suit, proceeding or investigation of which any **Insured** had notice as of the Effective Date of this Policy; or alleging or derived from the same or essentially the same facts, events or acts, errors or omissions as alleged in such pending or prior litigation, suit, proceeding or investigation;

15. Privacy/Security of Information

Misappropriation, misuse or disclosure of personal, confidential, private or proprietary information; or any violation of federal, state, local or foreign laws governing the use and protection of personal, confidential, private or proprietary information, including but not limited to the Health Information Portability and Accountability Act (HIPAA) Privacy Rule and the Health Information Technology for Economic and Clinical Health Act (HITECH); or any breach of or unauthorized access to or use of a computer, electronic device, computer network or computer system security;

Provided however, that this Exclusion does not apply to coverage provided under Insuring Agreement E. HIPAA Claims Coverage, of the Professional Liability Coverage Section.

16. Intellectual Property

Acts, errors or omissions in violation of any law or regulation protecting intellectual property rights of any kind, including but not limited to infringement or misappropriation of any copyright, trademark, patent, service mark or other intellectual property; or plagiarism or piracy; or any regulatory, enforcement or licensing complaint, investigation, action or proceeding brought by any agency or organization with the power to regulate or enforce intellectual property rights;

Provided however, that this Exclusion does not apply to the extent that coverage is provided for **Advertising Injury** under the General Liability Coverage Section, if purchased by the **Insured**.

17. Antitrust; Unfair or Deceptive Trade Practices

Antitrust activities, anti-competitive activities, price fixing, price discrimination, predatory pricing, restraint of trade, monopolization, unfair competition, unfair or deceptive business practices or trade practices, or conspiracy relating to any of the foregoing; or any actual or alleged violation of the Federal Trade Commission Act, the Sherman Antitrust Act, the Clayton Act, the Robinson-Patman Act, as amended, or any rules or regulations promulgated pursuant thereto, or any other state or federal law relating to any of the foregoing;

18. TCPA or CAN-SPAM Violations

Unsolicited communications, telephone calls, facsimile transmissions, regular mail, electronic mail, texts, or audio or video recordings; wiretapping; telemarketing; any other form of unsolicited or invasive communication made by or on behalf of any **Insured**; or any actual or alleged violation of the Telephone Consumer Protection Act ("TCPA") or the CAN-SPAM Act of 2003, or any rules or regulations promulgated pursuant thereto, or any other federal, state or local statute, law, rule or regulation prohibiting, limiting or otherwise regulating the dissemination, disposal, collection, recording, sending, transmitting, communicating or distribution of oral or written material or information.

B. No coverage shall be provided under this Policy for any **Claim**:

1. Brought by or on behalf of any **Insured** or Additional Insured against any other **Insured** or Additional Insured;

Provided however that this Exclusion will not apply to preclude or limit coverage for an otherwise covered **Claim** by an **Employee** under the Employee Benefits Liability Coverage Section, if purchased by the **Insured**.

Injury or damage arising in whole or in part, directly or indirectly, out of fungi or bacteria, including mold or mildew, any mycotoxins, toxins, allergens, spores, scents, vapors, gases or by-products released by fungi, regardless of whether such fungi is:

- (a) airborne;
- (b) contained in any product; or
- (c) contained in or a part of any building, structure, building material, or any component part of any of the foregoing.

Provided however, that this Exclusion shall not apply to an otherwise covered **Claim** under the Professional Liability Coverage Section arising out of fungi or bacteria which are contained in FDA-approved medications or in any products which are intended for consumption or use by human beings, or which a **Patient** allegedly becomes exposed to during a medical procedure or treatment.

9. Pollution

Injury or damage resulting from:

- (a) the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants** at any time; or
- (b) any request, demand or order that any **Insured** abate, test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, encapsulate, remediate, dispose of, or in any way respond to, or assess the effects of, **Pollutants**;

Provided however, that this Exclusion does not apply to the extent that coverage is provided under the General Liability Coverage Section, if purchased by the **Insured**, for:

- (1) **Bodily Injury** if sustained within a building which is or was at any time owned or occupied, or rented or loaned to, any **Insured** and caused by **Pollutants** produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests; or
- (2) **Bodily Injury** or **Property Damage** arising out of heat, smoke or fumes from a **Hostile Fire** but only to the extent that coverage is provided under Section I.E. of the General Liability Coverage Section, unless the **Hostile Fire** occurred or originated:
  - (i) At any premises, site or location which is or was at any time used by or for any **Insured** or others for the handling, storage, disposal, processing or treatment of waste; or
  - (ii) At any premises, site or location on which any **Insured** or any contractors or subcontractors working directly or indirectly on any **Insured's** behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of **Pollutants**.

10. Healthcare Fraud

Violation of any federal, state or local laws, rules or regulations pertaining to healthcare fraud, including but not limited to improper billing practices.

Provided however, that this Exclusion does not apply to the extent that coverage is provided under Insuring Agreement F. Billing Errors and Omissions Claims Coverage, of the Professional Liability Coverage Section.

11. War

Injury or damage resulting from:

- (a) war, including undeclared civil war;
- (b) warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (c) insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these;

regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

12. Workers' Compensation

Obligation, injury or damage, for which any **Insured** may be liable under workers' compensation, unemployment compensation, disability benefits or any similar law.

13. Loss of Management Control

**Wrongful Act** of a **Subsidiary** or any of its **Insured Persons** which occurred either prior to the date the **Named Insured** gained **Management Control** of such **Subsidiary** or after the date the **Named Insured** ceased to have **Management Control** of such **Subsidiary**.

Criminal, dishonest, fraudulent, malicious or knowingly wrongful actions, or any intentional violation of any law, by any **Insured**; or the gaining by any **Insured**, of any profit, remuneration or advantage to which such **Insured** is not legally entitled;

Provided however, that this Exclusion will not apply:

- (a) unless there is a testimonial and uncontradicted admission, final adjudication or a finding in any proceeding establishing that such conduct occurred; or
- (b) to any natural person **Insured** who did not actually commit, participate in, have prior knowledge of, or conceal, such conduct.

To determine the applicability of this Exclusion to any **Insured**, the misconduct of any **Insured Person** will not be imputed to any other **Insured Person**. The conduct of an **Executive Officer** will be imputed to the **Insured Entity** to determine the applicability of this Exclusion.

If any **Insured** is found to have engaged in, or admits to engaging in, the conduct specified in this Exclusion, such **Insured** will reimburse the **Insurer** for any **Defense Expenses** advanced to or paid on behalf of such **Insured**;

2. **Asbestos**

Injury or damage arising in whole or in part, either directly or indirectly, out of asbestos, regardless of whether the asbestos is:

- (a) airborne as a fiber or particle;
- (b) contained in any product;
- (c) carried or transmitted on clothing or by any other means; or
- (d) contained in or a part of:
  - (1) any building;
  - (2) any building material;
  - (3) any insulation product; or
  - (4) any component part of any building, building material or insulation product.

3. **Aircraft, Auto, Watercraft**

Injury or damage arising, in whole or in part, out of the ownership, maintenance, use or entrustment to others of any aircraft, **Auto, Mobile Equipment**, or watercraft. Use includes operation and **Loading and Unloading**.

Provided however, that this Exclusion shall not apply to an otherwise covered **Claim** under the Professional Liability Coverage Section for injury caused during the loading or unloading of **Patients** into or from any vehicle, watercraft or aircraft by the **Insured**.

4. **Certain Statutory Obligations**

Violation of the Employee Retirement Income Security Act of 1974 (ERISA), the Fair Labor Standards Act (FLSA), the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Reconciliation Act (COBRA), the Occupational Safety and Health Act (OSHA), all as may be amended, or any similar federal, state or local statutory or common law, or any rules or regulations promulgated thereunder.

5. **Contractual Liability**

Liability of any **Insured** under any contract or agreement, including any express warranty or guarantee, without regard to whether such liability is direct or assumed; or the breach of an express or implied contract or agreement;

Provided however, that this Exclusion will not apply to liability an **Insured** would have in the absence of such contract or agreement;

This Exclusion is subject to the provisions of Section IV.A. Additional Insureds By Contract.

6. **Discrimination**

Discrimination against any person or entity on any basis, including not limited to, race, creed, color, religion, sex, sexual orientation, gender identity, ethnic background, national origin, age, disability, handicap or pregnancy.

7. **Employment Practices**

**Employment Practices.**

8. **Fungi and Bacteria**

2. Any recoveries will be applied as follows:

- (a) First to the **Insurer** if the **Insurer** incurs expenses to bring suit or otherwise exercise rights of recovery, up to the amount of incurred expenses;
- (b) Second to the **Insurer** up to the amount of its payment for **Loss** or any other amounts payable under this Policy; and
- (c) Third to the **Named Insured** as recovery of Deductible amounts paid by any **Insured**.

3. Waiver of Subrogation:

However, the **Insurer** waives its rights to pursue subrogation in connection with payments under this Policy against individuals or entities, including any Additional Insureds, with whom the **Named Insured** has entered into a written contractual agreement requiring such waiver of subrogation (prior to the date of any loss or damages).

#### L. TERRITORY – WORLDWIDE COVERAGE

This Policy applies to covered acts, errors, omissions or events which are committed by any **Insured** anywhere in the world; provided that the **Claim** is brought in the United States and its territories or possessions or Canada.

#### M. COMPLIANCE WITH ECONOMIC OR TRADE SANCTIONS

This insurance does not apply, and no payment shall be made hereunder, to the extent that trade sanctions or economic sanctions, embargos or other similar programs, laws or regulations, in the United States, the European Union, or any other country, prohibit the **Insurer** from providing insurance or making payment.

#### N. CONFORMITY TO STATUTE

1. Any terms of this Policy which are in conflict with the terms of any applicable laws construing this Policy, including any Endorsement to this Policy which is required by any state Department of Insurance or equivalent authority are hereby amended to conform to such laws.
2. In the event any portion of this Policy will be declared or deemed invalid or unenforceable under applicable law, such invalidity or unenforceability will not affect the validity or enforceability of any other portion of this Policy.

#### O. BANKRUPTCY

The bankruptcy or insolvency of an **Insured** or an **Insured's** estate will not relieve the **Insurer** of its obligations under this Policy nor deprive the **Insurer** of its rights or defenses under this Policy.

#### P. TRANSFER OF RIGHTS AND DUTIES

An **Insured's** rights and duties under this Policy may not be transferred without the **Insurer's** prior written consent.

#### Q. VALUATION AND CURRENCY

If **Loss** is paid in currency other than United States of America dollars, then payment under this Policy will be considered to have been made in United States of America dollars at the conversion rate published in *The Wall Street Journal* on the date of payment.

#### R. HEADINGS

The descriptions in the headings and subheadings of this Policy are solely for convenience and do not constitute any part of this Policy's terms and conditions.

#### S. POLICY CHANGES

This Policy contains all the agreements between the **Insurer** and the **Named Insured** concerning the insurance afforded. This Policy's terms can be amended or waived only by Endorsement issued by the **Insurer** and made a part of this Policy.

### VIII. EXCLUSIONS

A. No coverage is provided under this Policy for **Loss**, including **Defense Expenses**, in connection with any **Claim** or other proceeding based upon, arising out of, resulting from or in connection with, in whole or in part, whether or not any other cause or event contributes concurrently or in any sequence to, any actual or alleged:

1. Intentional Misconduct



2. A **Subsidiary** that is acquired or formed by the **Named Insured** during the **Policy Period**, and at the time of such transaction generates equal to or more than twenty-five percent (25%) of the total revenue of the **Named Insured** as reflected in the **Named Insured's** most recent audited consolidated financial statement, may be covered under this Policy as an **Insured Entity** if there is no other similar insurance available to such entity, but only subject to the following:

Coverage is afforded to such new **Subsidiary** only until the ninetieth (90th) day after the acquisition or formation, or until the end of the **Policy Period**, whichever is earlier. Coverage will cease for such new **Subsidiary** after this period, unless, within this period:

- (a) the **Named Insured** advises the **Insurer** of the acquisition or formation of the new organization in writing;
  - (b) the **Named Insured** provides any information or documentation as requested by the **Insurer** for evaluation;
  - (c) the **Named Insured** pays any additional premium required; and
  - (d) the **Insurer** issues an Endorsement to include the new **Subsidiary** as an **Insured Entity**.
3. For any other entity acquired or formed during the **Policy Period** which is not a **Subsidiary**, or which is a partnership, joint venture or limited liability corporation, there shall be no coverage provided under this Policy unless the **Named Insured** notifies the **Insurer** in writing, and the **Insurer** agrees to provide coverage for such new entity under this Policy subject to any additional terms, conditions and premium as may be required by the **Insurer**, and issues an Endorsement to this Policy to that effect.

#### H. OTHER INSURANCE

The insurance afforded by this Policy is excess of, but shall not be subject to the terms and conditions of, any other valid and collectible insurance available to the **Insured**, except insurance specifically arranged by the **Named Insured** to apply in excess of this insurance.

#### I. REPRESENTATIONS

1. By accepting this Policy the **Named Insured** agrees, on behalf of all **Insureds**, that:
  - (a) the statements in the **Application**, along with any and all attachments submitted with the same, or in connection with the application process and furnished to the **Insurer** are, after conducting due diligence and inquiry with any individuals who may have knowledge or information about the matters inquired about in such **Application**, true, accurate and complete;
  - (b) those statements furnished to the **Insurer** are representations the **Named Insured** made on behalf of all **Insureds**;
  - (c) those representations are a material inducement to the **Insurer** to issue this Policy;
  - (d) the **Insurer** has issued this Policy in reliance upon those representations; and
  - (e) if this Policy is a renewal of a previous policy issued by the **Insurer**, the **Insured's** representations include representations made in all previous applications for previous policies issued by the **Insurer**.
2. In the event of any material misrepresentation in the **Application**, or fraud or misrepresentation with respect to the presentation of any **Claim** for which coverage is sought under this Policy, the **Insurer** may void or cancel this Policy or deny coverage under this Policy to any **Insured**, in accordance with applicable laws and regulations.

With respect to any misrepresentation in the **Application** or with respect to any **Claim**, the knowledge of any **Insured Person** will not be imputed to any other **Insured Person**; however, the knowledge of and **Executive Officer** of an **Insured Entity**, or any person in a functionally equivalent position, will be imputed to the **Insured Entity** when determining whether to void or cancel this Policy or deny coverage hereunder.

#### J. RESPONSIBILITIES OF NAMED INSURED

The **Named Insured** specified in the Declarations shall act on behalf of all **Insureds** for the payment or return of premium, the payment of Deductible amounts, the receipt and acceptance of any Endorsement issued to form a part of this Policy, giving and receiving any notices or communications with respect to any **Claim**, giving and receiving notice of cancellation or non-renewal, and exercising any rights to an Extended Reporting Period.

#### K. SUBROGATION

1. The **Insurer** and the **Insured** may have rights to recover from a third party, all or part of any payment that the **Insurer** or the **Insured** makes with respect to a **Claim** for which coverage is provided under this Policy. If so, the rights of the **Insured** are transferred to the **Insurer**. The **Insured** must do nothing to prejudice such rights. At the **Insurer's** request, the **Insured** will do everything necessary to transfer and secure such rights and help the **Insurer** enforce them, including the execution of documents necessary to enable the **Insurer** to effectively bring suit.

**Insured** will be entitled to an Automatic Extended Reporting Period of thirty (30) days from the effective date of the cancellation or nonrenewal of this Policy, in which to report **Claims**.

- (b) If an Optional Extended Reporting Period described below is purchased, then this Automatic Extended Reporting Period will be included within the Optional Extended Reporting Period and will not extend such Optional Extended Reporting Period.
- (c) The Automatic Extended Reporting Period shall not be effective if the **Insured** has procured replacement coverage with another insurance carrier.

2. Optional Extended Reporting Period

If the **Named Insured** or the **Insurer** cancels or non-renews this Policy for any reason, other than for non-payment of premium and/or Deductible or for non-compliance with the terms and conditions of this Policy, then the **Named Insured** will have the right to purchase an Optional Extended Reporting Period as follows:

- (a) The right to purchase the Optional Extended Reporting Period will terminate unless written notice of the **Named Insured's** intention to purchase it, together with payment of additional premium due, is received by the **Insurer** within thirty (30) days after the effective date of the cancellation or non-renewal.
- (b) The additional premium for the Optional Extended Reporting Period will be calculated as a percentage of the total annual premium, as specified in the Declarations.
- (c) The additional premium for the Optional Extended Reporting Period will be fully earned upon the effective date of the Optional Extended Reporting Period. Once purchased, the Optional Extended Reporting Period may not be cancelled.
- (d) The coverage provided under the Optional Extended Reporting Period is excess over any other insurance or coverage purchased by or for the **Insured** which also applies to a **Claim**.

3. Terms Applicable to both Automatic and Optional Extended Reporting Periods

- (a) All terms and conditions of this Policy in effect on the last day of the **Policy Period** will apply to a **Claim** made during the Extended Reporting Period.
- (b) The Extended Reporting Period does not extend the **Policy Period** or change the scope of coverage provided, nor does it provide an increased or reinstated Limit of Liability.
- (c) The Extended Reporting Period applies only to **Claims** first made against an **Insured** during the Extended Reporting Period for covered **Wrongful Acts** or **Occurrences** that occur on or after the Retroactive Date and before the effective date of cancellation or non-renewal of this Policy.

## F. CHANGE IN OPERATIONS

The **Named Insured** agrees to notify the **Insurer**, in advance if possible, of any material changes in its operations or activities during the **Policy Period** as soon as practicable. If the **Insurer** determines that these changes in operations or activities result in a change to an **Insured's** exposure, the **Insurer** will have the right to modify coverage terms, exclude coverage for any new risk or exposure that results from the material changes, and/or make adjustments to the premium or rates charged.

"Material changes" means changes to the **Insured's** operations or activities which materially increase or change the risk, as underwritten by the **Insurer** as of the Effective Date of this Policy, including but not limited to:

- 1. The suspension, revocation or restriction of an **Insured Entity's** or **Executive's** professional license, program certification, facility license, operating certificate, professional certification, registration, or similar requirement under federal, state or local law;
- 2. the use, acquisition, creation or opening of any facilities, practice groups or offices not described in the **Application**;
- 3. the creation or use of any practices, procedures or services not described in the **Application**; or
- 4. any other business operations or activities not previously disclosed to the **Insurer** in the **Application**.

## G. NEWLY ACQUIRED OR FORMED ENTITIES

- 1. A **Subsidiary** that is acquired or formed by the **Named Insured** during the **Policy Period**, and at the time of such transaction generates less than twenty-five percent (25%) of the total revenue of the **Named Insured** as reflected in the **Named Insured's** most recent audited consolidated financial statement, will automatically be covered under this Policy as an **Insured Entity** if there is no other similar insurance available to such entity.

- (f) No **Insured** will, except at the **Insured's** own cost, voluntarily make a payment, assume any obligation, admit any liability, or incur any expense or assume any other obligation, without the **Insurer's** prior written consent.
- (g) The **Insured** must send the **Insurer** copies of all demands, notices, settlement offers, summonses or legal papers received in connection with a **Claim** or potential **Claim**.

3. Settlement of a Claim

- (a) No **Insured** may settle any **Claim**, make any offer of settlement, or stipulate to any judgment or any decision in any regulatory action or proceeding, without the **Insurer's** prior written consent. The **Insured** may not take any action which would compromise any proposed settlement which is acceptable to the **Insurer**.
- (b) The **Named Insured** shall be authorized to act on behalf of all **Insureds** with respect to any settlement.
- (c) The **Insurer** may settle any **Claim** with the prior consent of the **Named Insured**, which shall not be unreasonably withheld. Such prior consent is not required in connection with any **Claim** under the **Sexual Misconduct Coverage Section**, if purchased by the **Insured**.
- (d) The **Insurer** and the **Named Insured** agree to cooperate in good faith with respect to the settlement of any **Claim**, and to promptly notify the other of any offer of settlement.

C. **LEGAL ACTION AGAINST THE INSURER**

No person or organization has a right under this Policy:

- 1. to join the **Insurer** as a party or otherwise bring the **Insurer** into a suit seeking **Loss** from an **Insured**; or
- 2. to sue the **Insurer**, unless the **Insured** has fully complied with all terms and conditions of this Policy.

D. **CANCELLATION; NO OBLIGATION TO RENEW**

1. Cancellation

- (a) The **Named Insured** may cancel this Policy by mailing or delivering to the **Insurer** advance written notice of cancellation.
- (b) The **Insurer** may cancel this Policy by mailing or delivering to the **Named Insured**, at the most recent address on file with the **Insurer**, written notice of cancellation at least:
  - (1) Ten (10) days before the effective date of cancellation if the **Insurer** cancels for non-payment of premium; or
  - (2) Sixty (60) days before the effective date of cancellation if the **Insurer** cancels for any other reason;or such notice as otherwise specified by state law.
- (c) Notice of cancellation will state the effective date of cancellation. The **Policy Period** will end on that date.
- (d) If this Policy is cancelled, the **Insurer** will send any premium refund due to the **Named Insured**. If the **Insurer** cancels, the refund will be pro rata. If the **Named Insured** cancels, the refund will be calculated as ninety percent (90%) of the prorated return premium. The cancellation will be effective even if the **Insurer** has not made or offered a refund.
- (e) If notice is mailed, proof of mailing will be sufficient proof of notice.

2. No Obligation to Renew

- (a) The **Insurer** will not be obligated or required to renew this Policy. Any offer of renewal terms involving a change of Limit of Liability, Deductible, premium, or other terms and conditions will not constitute, nor be construed as, a refusal by the **Insurer** to renew this Policy.
- (b) The **Insurer** may elect to non-renew this Policy by mailing to the **Named Insured**, at the most recent address on file with the **Insurer**, at least sixty (60) days advance written notice, or notice as otherwise specified by state law.
- (c) If notice is mailed, proof of mailing will be sufficient proof of notice.

E. **EXTENDED REPORTING PERIOD – CLAIMS MADE COVERAGES ONLY**

This Section shall only apply to those coverages purchased by the **Insured** which apply on a Claims-Made and Reported basis. With respect to the Professional Liability Coverage Section, the Extended Reporting Periods shall only apply to Insuring Agreement A. Professional Liability Coverage.

1. Automatic Extended Reporting Period

- (a) If the **Named Insured** or the **Insurer** cancels or non-renews this Policy for any reason, other than for non-payment of premium and/or Deductible or for non-compliance with the terms and conditions of this Policy, then the **Named**

the **Policy Period** as soon as practical after any **Insured** becomes aware of such **Claim**, but no later than sixty (60) days thereafter.

3. **Notice of Circumstances or Incidents – Applicable to Claims-Made Coverages Only**

If during the **Policy Period**, the **Insured** first becomes aware of a circumstance or incident which may reasonably be expected to be the basis of a **Claim** against an **Insured**, and the **Insured**, as soon as practical but in no event later than the Expiration Date of the **Policy Period**, gives the **Insurer** written notice of the circumstance or incident, then the **Insurer** will treat any subsequently resulting **Claim** as if it had first been made during the **Policy Period**. All terms and conditions of this Policy in effect on the date that the **Insurer** receives notice of such circumstance or incident will apply to the resulting **Claim**.

4. **Notice of Circumstances or Incidents – Applicable to Occurrence Coverages Only**

If during the **Policy Period**, the **Insured** first becomes aware of a circumstance or incident which may reasonably be expected to be the basis of a **Claim** against an **Insured**, and the **Insured** shall as soon as practical give the **Insurer** written notice of the circumstance or incident.

5. **Notices to the Insurer**

Notices to the **Insurer** must be sent to the address or email shown in the notice listed above, and include all of the following information:

- (a) the names, addresses and other contact information of all persons and/or organizations involved in the **Claim**, circumstance or incident, and the specific persons or organizations making or likely to make the **Claim**;
- (b) a description of the time, place and nature of the circumstances or incidents, or the events underlying or alleged in the **Claim**; and
- (c) a description of the potential loss or damages.

6. **Preservation of Rights**

The **Insured** shall take all steps necessary to preserve its rights and the rights of the **Insurer** with respect to any **Claim**, and shall do nothing to prejudice those rights.

**B. DEFENSE AND SETTLEMENT; COOPERATION**

1. **Defense and Investigation**

- (a) It shall be the right and duty of the **Insurer** to defend any **Claim** to which coverage applies under this Policy, unless specifically indicated otherwise for a specific coverage or Insuring Agreement or in an Endorsement to this Policy.
- (b) If the **Insurer** has the right and duty to defend a **Claim**, the **Insurer** will have the right to select and retain counsel on behalf of the **Insured** to investigate and defend such **Claim**.
- (c) If the **Insurer** does not have the duty to defend a **Claim**, the **Insured** will have the responsibility to select and retain counsel for the investigation and defense of such **Claim**, subject to the prior approval of the **Insurer** which shall not be unreasonably withheld.
- (d) **Defense Expenses** paid by the **Insurer** may be paid in addition to or may reduce and exhaust the Limits of Liability, in accordance with the terms of each Insuring Agreement or Coverage Section.
- (e) The **Insurer** will not be obligated to pay **Loss** or **Defense Expenses** for any **Claim** under this Policy, or to defend or continue to defend any **Claim**, after the applicable Limit of Liability, or the Coverage Aggregate or Policy Aggregate Limit of Liability, is exhausted.

2. **Insured's Duty to Cooperate**

When the **Insurer** has the duty to defend:

- (a) The **Insured** must cooperate with the **Insurer** in the investigation, settlement and defense of any **Claim** for which coverage is provided under this Policy.
- (b) Upon the **Insurer's** request, the **Insured** must authorize the **Insurer** to obtain records and other information.
- (c) The **Insured** must provide the **Insurer** with any requested information and keep the **Insurer** informed of developments of which it is notified.
- (d) The **Insureds** must attend hearings, depositions, meetings and trials and other proceedings at the request of the **Insurer** and assist the **Insurer** in securing and providing evidence and obtaining the attendance of witnesses.
- (e) The **Insured** must cooperate with the **Insurer** upon the **Insurer's** request, in enforcing any rights of contribution or indemnity against another party who may be liable to an **Insured**.

## D. NON-STACKING OF LIMITS

### 1. Between Coverage Sections

In the event that more than one Coverage Section of this Policy could apply to the same **Claim** or series of related **Claims**, or the same **Wrongful Act** or series of **Wrongful Acts**, only the applicable Each Claim, Each Occurrence or Each Wrongful Act Limit of Liability and the respective Deductible of one Coverage Section shall apply, which shall be determined in good faith by the **Insurer**, taking into consideration the predominant allegations in the **Claim**, the facts and circumstances underlying the **Claim**, and the respective interests of the parties to this Policy.

In no event shall the Limits of Liability of more than one coverage or Coverage Section apply to the same **Claim** even if any applicable coverage or Coverage Section has a dedicated Limit of Liability as specified in an Endorsement to this Policy or otherwise.

### 2. With Other Policies Issued by the Insurer

If any **Loss**, including **Defense Expenses** if applicable, from any **Claim** that is covered by this Policy, are also covered by another policy issued by the **Insurer** or any affiliate thereof to any **Insured** or Additional Insured, the maximum limit of liability payable under both policies for such **Loss**, and **Defense Expenses** if applicable, will not exceed the largest single each Claim, Each Occurrence or Each Wrongful Act Limit of Liability available under either policy, and the corresponding Deductible or Retention will apply. This shall not apply if such other Policy is specifically written as excess insurance over this Policy.

## E. RELATED CLAIMS; RELATED ACTS

### 1. Related Claims

All **Claims** based upon or arising out of the same or related facts, circumstances, situations, **Patient**, transactions or events, or series thereof, whether related logically, causally or in any other way, will be deemed a single **Claim** subject to one Each Claim Limit of Liability and one Deductible.

Such **Claim** shall be considered to have been made on the earlier of the following dates:

- (a) the date the first of such **Claims** is made against an **Insured**; or
- (b) the date the **Insurer** receives an **Insured's** written notice of circumstances in accordance with Section VII.A. of these General Terms and Conditions.

### 2. Related Wrongful Acts

All **Wrongful Acts** based on or arising out of the same or related acts, errors, omissions, facts, circumstances, situations, **Patients**, transactions or events, or series thereof, whether related logically, causally or in any other way, will be treated as one **Wrongful Act** subject to one Each Occurrence or Each Wrongful Act Limit of Liability and one Deductible.

Such **Wrongful Act** shall be deemed to have taken place on the date of the first act, error or omission or event.

If such **Wrongful Act** began or took place prior to the applicable Retroactive Date (for Claims-Made coverage) or Effective Date (for Occurrence coverage) of this Policy, then no coverage shall apply under this Policy to any **Claims** arising therefrom.

## VII. CONDITIONS

### A. REPORTING REQUIREMENTS; DUTIES IN THE EVENT OF A CLAIM OR INCIDENT

Refer to the "WHAT TO DO IF YOU HAVE A CLAIM OR POTENTIAL CLAIM OR INCIDENT" notice attached to the front of this Policy for Claims Department contact information.

#### 1. Notice of Claims - Applicable to Claims-Made Coverages Only

The **Insured** must, as a condition precedent to the obligations of the **Insurer** under this Policy, provide written notification to the **Insurer** of any **Claim** first made against an **Insured** during the **Policy Period** as soon as practical after any **Insured** becomes aware of such **Claim**, but no later than sixty (60) days after the end of the **Policy Period**. If a **Claim** is first made within any applicable Extended Reporting Period, the **Insured** will provide written notification to the **Insurer** of such **Claim** as soon as practicable but in no event later than the expiration of the Extended Reporting Period.

A **Claim** will be considered first made when any **Insured** first receives notice of such **Claim** in writing.

#### 2. Notice of Claims - Applicable to Occurrence Coverages Only

The **Insured** must, as a condition precedent to the obligations of the **Insurer** under this Policy, provide written notification to the **Insurer** of any **Claim** for an **Occurrence** or **Wrongful Act** which commences and takes place during



<u>Level of Service</u>	<u>Fee Schedule</u>
ALS NE A0426	\$766.89
ALS E A0427	\$1,214.25
BLS NE A0428	\$639.09
BLS E A0429	\$1,022.52
ALS 2 A0433	\$1,757.49
Specialty Care Transport A0434	\$2,077.02
BLS Treatment No Transport Fee	\$100.00
ALS Treatment No Transport Fee	\$150.00
Mileage A0425	\$20.00
BLS Disposable Supplies	\$50.00
ALS Disposable Supplies	\$100.00



October 15, 2019

FLORIDA DEPARTMENT OF STATE  
Division of Corporations

AMERIPRO EMS OF FLORIDA, LLC  
4810 EXECUTIVE PARK CT STE 112  
JACKSONVILLE, FL 32216US

Re: Document Number L19000172816

The Articles of Amendment to the Articles of Organization for AMERIPRO EMS OF FLORIDA, LLC, a Florida limited liability company, were filed on October 14, 2019.

The certification you requested is enclosed. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H19000304677.

Should you have any questions regarding this matter, please telephone (850) 245-6051, the Registration Section.

Tracy L Lemieux  
Regulatory Specialist II  
Division of Corporations

Letter Number: 519A00021224

# State of Florida



## Department of State

I certify the attached is a true and correct copy of Articles of Amendment, filed on October 14, 2019, to the Articles of Organization for AMERIPRO EMS OF FLORIDA, LLC, a Florida limited liability company, as shown by the records of this office.


I further certify the document was electronically received under FAX audit number H19000304677. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this limited liability company is L19000172816.

Authentication Code: 519A00021224-101519-L19000172816-1/1



Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Fifteenth day of October, 2019

  
Secretary of State



**COVER LETTER**

**TO: Registration Section  
Division of Corporations**

**SUBJECT:** AmeriPro EMS of Florida, LLC

\_\_\_\_\_  
Name of Limited Liability Company

The enclosed Articles of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Terri Lahner

\_\_\_\_\_  
Name of Person

Morris Manning & Martin, LLP

\_\_\_\_\_  
Firm/Company

3343 Peachtree Road, N.E.

\_\_\_\_\_  
Address

Atlanta, GA 30326-1044

\_\_\_\_\_  
City/State and Zip Code

tlahner@mummlaw.com

\_\_\_\_\_  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Terri Lahner

404

233.7000

at (\_\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_  
Name of Person

\_\_\_\_\_  
Area Code

\_\_\_\_\_  
Daytime Telephone Number

Enclosed is a check for the following amount:

☐ \$25.00 Filing Fee

☐ \$30.00 Filing Fee &  
Certificate of Status

☒ \$55.00 Filing Fee &  
Certified Copy  
(additional copy is enclosed)

☐ \$60.00 Filing Fee,  
Certificate of Status &  
Certified Copy  
(additional copy is enclosed)

**MAILING ADDRESS:**

Registration Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**STREET/COURIER ADDRESS:**

Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301



DocuSign Envelope ID: 72074E23-3953-41C6-9F3A-9821FAB7E07A

If amending Authorized person(s) authorized to manage, enter the title, name, and address of each person being added or removed from our records:

MGR = Manager

AMBR = Authorized Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
_____	_____	_____	<input type="checkbox"/> Add
		_____	<input type="checkbox"/> Remove
		_____	<input type="checkbox"/> Change
_____	_____	_____	<input type="checkbox"/> Add
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DocuSign Envelope ID: 72074E23-3953-41C6-9F3A-9821FAB7E07A

12. In amending any other information, enter change(s) here: (Attach additional sheets, if necessary.)

ARTICLE IV - The name and address of the AMBR is:

AmeriPro EMS LLC, 4810 Executive Park Ct Ste 112, Jacksonville, FL 32216

E. Effective date, if other than the date of filing: \_\_\_\_\_ (optional)

(If an effective date is listed, the date must be specific and cannot be prior to date of filing or more than 90 days after filing.) Pursuant to 605.0207 (3)(b) **Note:** If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

If the record specifies a delayed effective date, but not an effective time, at 12:01 a.m. on the earlier of:  
(b) The 90th day after the record is filed.

Dated 10/14/2019

DocuSigned by:  


Signature of Suhas Uppalapati or authorized representative of a member

Suhas Uppalapati, Authorized Representative

Typed or printed name of signee

Page 3 of 3

Filing Fee: \$25.00