

In consideration of the payment of the premium, the Insurer and the **Insureds** agree as follows:

I. PREAMBLE

The insurance coverages offered in this Policy are part of a portfolio of insurance coverages, consisting of this General Terms and Conditions (“GTC”) and any individual **Liability Coverage Parts** and **Non-Liability Coverage Parts** purchased, as stated in Item 4 of the Declarations of this GTC. The type of coverage provided by each of the **Liability Coverage Parts** and **Non-Liability Coverage Parts** is identified in each particular Coverage Part. Unless expressly stated to the contrary, the terms, conditions and limitations in this GTC apply to the entire Policy, whereas the terms, conditions and limitations of each individual Coverage Part only apply to that particular Coverage Part. In the event of a conflict between any terms, conditions or limitations of the GTC and any terms, conditions and limitations of any individual Coverage Part, the terms, conditions and limitations of the individual Coverage Part shall control.

II. EXCLUSIONS

No coverage shall be provided under any **Liability Coverage Part** for **Loss** on account of that portion of a **Claim**:

- A. Abuse or Molestation – based upon, arising out of or resulting from **Abuse or Molestation**. However, the Insurer shall pay for **Defense Costs**, provided no **Insured**, other than the alleged perpetrator and/or victim, knew or reasonably could have foreseen or discovered the event giving rise to such **Claim**. The Insurer’s duty to pay **Defense Costs** shall cease when the Insurer has paid an amount equal to the any one Claim Limit of Liability or the each Occurrence Limit of Liability set forth in the Declarations of the applicable Coverage Part;
- B. Antitrust – based upon, arising out of or resulting from anti-trust, price fixing (including fixing of wages, hours, salaries, compensation, benefits, or any other terms and conditions of employment) or price discrimination, restraint of trade, monopolization, unfair trade practices, or predatory pricing;
- C. Asbestos – based upon, arising out of or resulting from **Asbestos Threat**, including compliance with any:
 - 1. request, demand, order, or statutory or regulatory requirement;
 - 2. other action authorized or required by law; or
 - 3. other **Claim**, demand, loss, cost or expense;based upon, arising out of or resulting from the investigation of, abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of **Asbestos**;
- D. Conduct – based upon, arising out of or resulting from any deliberate fraud, deliberate criminal act or deliberate, or reckless, violation of any statute or regulation, or any illegal profit or remuneration by an **Insured**, established by a final, non-appealable adjudication adverse to such **Insured** in any underlying action, and the Insurer shall not utilize a declaratory action or proceeding brought by or against the Insurer to establish such final, non-appealable adjudication;
- E. ERISA – for any violation of the responsibilities, obligations or duties imposed by **ERISA**;
- F. Insured v. Insured – brought by, or on behalf of:
 - 1. an **Insured**, in any capacity other than as a **Patient**, against any other **Insured**; or
 - 2. any entity:
 - (a) that is either controlled, managed or operated, directly or indirectly, in whole or in part, by an **Insured**; or
 - (b) in which an **Insured** possesses an ownership interest of at least 10%, where such entity is a publicly traded company, or 30% where such entity is a privately held company;
- G. Nuclear – based upon, arising out of or resulting from injury or damage, **Bodily Injury** or **Property Damage**:
 - 1. for which any **Insured** also has coverage under a nuclear energy liability insurance policy or would have had coverage under such policy if that policy’s limits of liability had not been exhausted;
 - 2. resulting from the radioactive, toxic or explosive properties of **Nuclear Material** and for which any **Insured** is:

- (a) required by law to maintain financial protection in accordance with the federal Atomic Energy Act or any similar law; or
 - (b) entitled, or would have been entitled had this Policy not been issued, to indemnity from the United States government, or any of its agencies, under any contract or agreement between any **Insured** and the United States government or its agencies; or
3. resulting from the radioactive, toxic or explosive properties of **Nuclear Material** when:
- (a) **Nuclear Material** is located at, or at any time discharges or disperses from, a **Nuclear Facility** which is or was at any time owned by, or operated by or for, any **Insured**;
 - (b) **Nuclear Material** is contained in **Spent Nuclear Fuel** or **Nuclear Waste** that is or was at any time possessed, handled, used, processed, stored, transported, or disposed of by or for any **Insured**; or
 - (c) such **Claim** results from the furnishing by any **Insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **Nuclear Facility**.

This exclusion shall not apply to a **Claim** resulting from an **Insured's** rendering of or failure to render **Medical Services**, including nuclear medicine or radiation therapy;

- H. Pending or Prior Proceedings - based upon, arising out of or resulting from an action, proceeding or **Claim** commenced against an **Insured** pending on or prior to the **Retroactive Date** stated in the Declarations of each applicable **Liability Coverage Part**;
- I. Pollution - based upon, arising out of or resulting from any:
 - 1. discharge, emission, release, dispersal or escape of any **Pollutants** or any threat thereof;
 - 2. treatment, removal or disposal of any **Pollutants**; or
 - 3. regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize any **Pollutants**,
 including any **Claim** for financial loss to a **Company**, its securityholders or its creditors based upon, arising from or in consequence of any matter described in paragraphs 1, 2, or 3 above;
- J. Prior Notice - based upon, arising out of or resulting from any claim reported, or any circumstance reported and accepted, under the insurance policy (including any policies of which such policy is a renewal policy) replaced by this Policy;
- K. War and Similar Actions – based upon, arising out of or resulting from war, whether or not declared, civil war, insurrection, rebellion or revolution, military, naval or usurped power, governmental intervention, expropriation or nationalization or any act or condition relating to any of the foregoing; and
- L. Workers Compensation, Disability Benefits, Social Security, Unemployment – based upon, arising out of or resulting from any failure to comply with any obligation under any workers compensation, disability benefits, social security or unemployment insurance law.

Exclusions H. Pending or Prior Proceedings and J. Prior Notice shall not apply where this Policy is a renewal of a policy issued by the Insurer to the **Parent Company**.

With respect to all Policy exclusions, no conduct or knowledge of any **Insured** shall be imputed to any other **Insured Person**, and solely with respect to Exclusion D. Conduct, only the conduct or knowledge of any past, present or future chief executive officer, chief financial officer, in-house general counsel or risk manager of a **Company** shall be imputed to such **Company** and its **Subsidiaries**.

III. RETENTION OR DEDUCTIBLE

- A. Any Retention or Deductible applicable to any Coverage Part shall apply as set forth in each Coverage Part and in the amount(s) stated in the Declarations of each Coverage Part. If different parts of a single **Claim** are subject to different Retentions or Deductibles, then the total amount of **Loss** applied to the applicable Retentions or Deductibles shall not exceed the largest applicable Retention or Deductible.
- B. No Retention or Deductible shall apply to any **Loss** for which an **Insured Person** is not indemnified by a **Company** because of such **Company's Financial Impairment**.

IV. LIMIT OF LIABILITY

- A. The Combined Maximum Aggregate Limit of Liability, stated in Item 3 of the Declarations of this GTC, represents the maximum amount payable under all **Liability Coverage Parts** during the **Policy Period** for all **Liability Coverage Parts** combined.
- B. The Limit of Liability, stated in Item 2 of the Declarations of each **Liability Coverage Part**, represents the maximum amount payable under each **Liability Coverage Part** during the **Policy Period** for any one **Claim** and in the aggregate as set forth in each such **Liability Coverage Part**.
- C. The remaining portion of each of the limits of liability described above shall be the limits of liability available during any Extended Reporting Period applicable to any Coverage Part.

V. REPORTING

- A. Notice of any **Claim** under any **Liability Coverage Part** is considered timely when reported to the Insurer as soon as practicable after the **Parent Company's** chief executive officer, chief financial officer, in-house general counsel, or risk manager first becomes aware of such **Claim**. The Insurer shall not assert that notice of a **Claim** was untimely unless the Insurer is materially prejudiced by the untimely notice. However, in no event shall any notice be provided later than:
 1. if the applicable **Liability Coverage Part** expires (or is otherwise terminated) without being renewed with the Insurer, 60 days after the effective date of such expiration or termination; or
 2. the expiration date of the Extended Reporting Period, if applicable.
- B. Notice requirements involving any **Non-Liability Coverage Part** shall be in accordance with the reporting requirements set forth in such **Non-Liability Coverage Part**.
- C. The **Insured** must report any **Circumstance**.
 1. Such notice shall include information regarding the nature of any **Wrongful Acts** or **Occurrences** or alleged or potential damages and the names of any actual or potential defendants.
 2. Any **Claim** that may subsequently arise out of a reported **Circumstance** shall be deemed to have been first made during the **Policy Period** in which such **Circumstance** was first reported.

VI. DEFENSE AND SETTLEMENT

- A. With respect to any **Claim** under any **Liability Coverage Part**, the Insurer shall have the right and duty to defend any **Claim**, unless otherwise specifically stated in a particular **Liability Coverage Part**. The Insurer shall have such right and duty to defend even if any of the allegations in such **Claim** are groundless, false or fraudulent.
- B. With respect to any **Claim** under any **Liability Coverage Part**:
 1. the **Insured** shall:
 - (a) not agree to any settlement, stipulate to any judgment, incur any **Defense Costs**, admit any liability or assume any contractual obligation, without the Insurer's prior written consent, provided that, unless otherwise stated in a particular **Liability Coverage Part**, the **Insured** may settle any **Claim**, without the Insurer's prior written consent, where the amount of such settlement, including **Defense Costs**, does not exceed the applicable Retention or Deductible;
 - (b) not do anything that could prejudice the Insurer's position or its potential or actual rights of recovery; and
 - (c) agree to provide the Insurer with all information, assistance and cooperation which the Insurer may reasonably require,provided that the failure of any **Insured** to comply with any of the requirements in paragraphs (a) - (c) above, shall not impair the rights of any **Insured Person** under this Policy;
 2. the Insurer:
 - (a) may make any investigation it deems reasonably necessary;
 - (b) may, with prior collaboration in good faith between the Insurer and **Insured**, settle any **Claim** it deems appropriate; and

- (c) shall not be liable for any such settlement, stipulation, incurred **Defense Costs**, admission or assumed obligation to which it has not given its prior written consent, and the Insurer shall not unreasonably withhold such consent; and
- 3. if an **Insured** refuses to consent to any settlement recommended by the Insurer and elects to contest the **Claim** or continue any legal proceedings in connection with the **Claim**, the Insurer's liability for such **Claim** shall not exceed the amount for which the **Claim** could have been settled, including **Defense Costs** incurred up to the date of such refusal. Such amounts are subject to the Limits of Liability and any applicable Retention or Deductible.

VII. LEGAL ACTION AGAINST US

- A. No legal action may be brought against the Insurer under this Policy unless:
 - 1. there has been full compliance with all the terms of this Policy; and
 - 2. the action is brought within 2 years after the **Insured** first has knowledge of the **Loss** or the **Claim**.
- B. There is no right under this Policy to join the Insurer as a party or otherwise bring the Insurer into a **Claim** seeking damages from the **Insured**.
- C. A person or organization may sue the Insurer to recover on:
 - 1. a settlement and release of liability, signed by the **Insured**, Insurer and claimant; or
 - 2. a final judgment against the **Insured**.

VIII. INSPECTIONS, SURVEYS AND EXAMINATIONS

- A. The Insurer may:
 - 1. examine and audit any **Insured's** books and records as they relate to this Policy at any time during the **Policy Period** and up to three years afterward;
 - 2. make inspections and surveys at any time; and
 - 3. provide reports on the conditions the Insurer finds, including recommended changes.
- B. The Insurer does not:
 - 1. make safety inspections;
 - 2. undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public; or
 - 3. warrant that conditions are safe, healthful or comply with laws, regulations, codes or standards.
- C. Paragraphs A. and B. above shall also apply to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

IX. ALLOCATION

If in any **Claim**, the **Insureds** who are afforded coverage for a **Claim** incur **Loss** that is covered by this Policy and loss that is not covered by this Policy because such **Claim** includes both covered and uncovered matters, 100% of **Defense Costs** incurred by such **Insured** shall be covered **Loss**, and all loss other than **Defense Costs** shall be allocated between covered **Loss** and uncovered loss based upon the relative legal exposures of the parties to such matters.

X. TREATMENT OF RELATED CLAIMS

All **Related Claims** shall be deemed:

- A. with respect to claims made coverage, a single **Claim** first made during the policy period in which the earliest of such **Related Claims** was either first made or deemed to have been first made in accordance with Section V. REPORTING above; and
- B. with respect to occurrence coverage, a single **Claim** made during the policy period of the policy in effect at the time of the earliest occurrence giving rise to a **Related Claim**.

XI. SUBROGATION

- A. In the event of any payment under this Policy, the Insurer shall be subrogated to the extent of such payment to all of the **Insureds'** rights of recovery, and the **Insureds** shall take all reasonable actions to secure and preserve the Insurer's subrogation rights.
- B. In no event shall the Insurer exercise any subrogation right against an **Insured Person**. In any subrogation action against a **Company**, it is agreed that each **Company** agrees to fulfill any indemnification obligations to the fullest extent permitted by law and any contract or agreement providing an indemnification obligation exceeding any such law.
- C. If the Insurer recovers, either through subrogation or recoupment, any portion of an amount paid under this Policy, the Insurer shall reinstate the applicable Limit of Liability with any amounts recovered up to such amount paid, less any costs incurred by the Insurer in its recovery efforts.

XII. EXTENDED REPORTING PERIOD

With respect to all **Liability Coverage Parts** written on a claims made basis:

- A. If this Policy does not renew, or terminates other than for non-payment of premium, the **Insureds** shall have the right to purchase an Extended Reporting Period ("ERP") for the premium and time period stated in Item 6 of the Declarations of the GTC. In the event of the non-renewal or termination of one or more **Liability Coverage Parts** of this Policy, the **Insureds** may purchase an ERP solely as respects the **Liability Coverage Part(s)** that has been non-renewed or terminated.
- B. The right to an ERP shall lapse unless written notice of election to purchase such ERP, together with payment of the specified premium, is received by the Insurer within 30 days after the effective date of non-renewal or termination of the Policy.
- C. The premium for the ERP shall be deemed fully earned at the inception of the ERP.
- D. Any ERP purchased shall become part of the **Policy Period**, extending such **Policy Period** to the expiration of the time period stated in Item 6 of the Declarations of the GTC, but only with respect to **Loss** on account of a **Claim** for a **Wrongful Act** or **Occurrence** taking place before the effective date of non-renewal or termination.

XIII. CHANGES IN EXPOSURE

A. New Companies and Old Companies

- 1. This Policy's treatment of **Subsidiaries** shall be as stated below and as supplemented by any individual Coverage Part.

Any **Insured** of a **Subsidiary**:

- (a) acquired before or during the **Policy Period** is eligible for coverage for a period of 60 days from the date of acquisition under any:
 - i. **Liability Coverage Part**, but only for **Loss** on account of a **Claim** for a **Wrongful Act** or **Occurrence** which occurs after the date of such acquisition; and
 - ii. **Non-Liability Coverage Part**, but only after the effective date of such acquisition.
- (b) ceasing to be a **Subsidiary** before or during the **Policy Period** is eligible for coverage for a period of 60 days from the date it ceases to be a **Subsidiary** under any:
 - i. **Liability Coverage Part**, but only for **Loss** on account of a **Claim** for a **Wrongful Act** or **Occurrence** which occurs while such entity was a **Subsidiary**; and

- ii. **Non-Liability Coverage Part**, as provided in such **Non-Liability Coverage Part**, but such **Subsidiary** and its **Insureds** shall cease to be **Insureds** under such **Non-Liability Coverage Part** as of the date of such cessation.
2. Upon expiration of the 60 day period of coverage set forth in paragraph 1. above, there will be no coverage under this Policy for any such **Insured** of a **Subsidiary** unless, within the above referenced 60 day period:
 - (a) the **Parent Company** provides the Insurer such information regarding the transaction that is requested by the Insurer; and
 - (b) the Insurer has agreed by written endorsement to this Policy to provide coverage with respect to such **Subsidiary** and its **Insureds**, and the **Parent Company** accepts any terms, conditions, exclusions or limitations, including payment of additional premium, as the Insurer may, in its sole discretion, impose in connection with the transaction.

B. Acquisition of the **Parent Company**

In the event of a **Change in Control** of the **Parent Company** during the **Policy Period**:

1. any **Liability Coverage Part** shall remain in force until the expiration of the **Policy Period**, but only for any **Claim** for a **Wrongful Act** or **Occurrence** which occurs prior to such acquisition;
2. the entire premium for this Policy shall be deemed fully earned as of the effective date of such **Change in Control**; and
3. the **Parent Company** shall be entitled to receive a quote for an extension of the **Liability Coverage Parts** ("Run-Off Coverage") solely for **Claims** for **Wrongful Acts** or **Occurrences** which occurred prior to a **Change in Control**. Coverage offered pursuant to such quote shall be subject to additional or different terms and conditions and payment of additional premium. Any Run-Off Coverage purchased shall replace any Extended Reporting Period provided under Section XII. EXTENDED REPORTING PERIOD.

XIV. NOTICE

- A. All notices to the Insurer under this Policy of any event, loss, **Claim** or circumstances which could give rise to a **Claim** shall be given in writing to the address listed in Item 5A of the Declarations of the GTC, and any such notice shall be deemed notice under the Policy in its entirety.
- B. All other notices to the Insurer under this Policy shall be given in writing to the address listed in Item 5B of the Declarations of the GTC.
- C. Any notice under this Policy shall be effective on the date of mailing or receipt by the Insurer, whichever is earlier.

XV. TERMINATION OF POLICY

This Policy shall terminate at the earliest of:

- A. 20 days after receipt by the **Parent Company** of written notice from the Insurer of termination for non-payment of premium;
- B. expiration of the **Policy Period**; or
- C. surrender of the Policy to the Insurer by the **Parent Company** or notice to the Insurer by the **Parent Company** stating when such cancellation will take effect, and in either case any returned premium shall be computed on a pro rata basis.

XVI. REPRESENTATIONS, SEVERABILITY AND NON-RESCINDABLE COVERAGE

- A. In issuing this Policy, the Insurer has relied upon the information and representations in the **Application** as being true and accurate, and the **Application** is the basis for, and considered incorporated into, this Policy.
- B. The **Application** shall be construed as a separate request for coverage by each **Insured**, without any knowledge possessed by an **Insured** being imputed to any other **Insured Person**.
- C. If the **Application** contains any misrepresentation made with the actual intent to deceive or which, for reasons other than simple negligence or oversight, materially affect the Insurer's acceptance of the risk or the hazard

assumed, the Insurer shall not be liable for **Loss** on account of any **Claim** based upon, arising out of or resulting from either of such misrepresentations:

1. with respect to any **Insured Person** who had actual knowledge of any misrepresentation described in paragraph C above, and the Insurer can demonstrate that with such actual knowledge, such **Insured Person** reasonably believed that a **Claim** would arise from such misrepresentation;
2. with respect to any **Company**, if the **Insured Person** described in paragraph 1 above is a past or present chief executive officer, chief financial officer, in-house general counsel or risk manager of the **Parent Company**.

D. The Insurer shall not be entitled under any circumstances to void or rescind this Policy with respect to any **Insured**.

XVII. EFFECT OF BANKRUPTCY

Bankruptcy or insolvency of any **Insured** shall not relieve the Insurer of its obligations nor deprive the Insurer of its rights or defenses under this Policy.

XVIII. WORLDWIDE TERRITORY

- A. This Policy shall apply anywhere in the world, and any reference to laws, however described, shall include all U.S. federal, state and local statutory laws, all amendments to and rules and regulations promulgated under any such laws, common law, and any equivalent body of law anywhere in the world, unless specifically stated to the contrary.
- B. Considering the worldwide applicability of this Policy, unless otherwise prohibited by applicable law or regulation, the Insurer shall use its best efforts to make payment under this Policy for **Loss** incurred by an **Insured** domiciled or residing in a **Foreign Jurisdiction**.
- C. If applicable law or regulation prohibits the Insurer from making payment of **Loss** to a **Company** domiciled in a **Foreign Jurisdiction**, the Insurer shall reimburse the **Parent Company** for its loss because of the **Parent Company's** insurable interest in such **Company**.

XIX. ROLE OF THE PARENT COMPANY

The **Parent Company** shall act on behalf of each **Insured** with respect to paying premiums, receiving any return premiums, agreeing to endorsements to this Policy and the giving or receiving of any notice provided for in this Policy (except notices of a **Claim**, **Circumstance** or notice to apply for an ERP).

XX. VALUATION AND FOREIGN CURRENCY

All premiums, limits, retentions, deductibles, **Loss** and other amounts under this Policy are expressed and payable in the currency of the United States of America. If any element of **Loss** under this Policy is stated in a currency other than United States of America dollars, payment under this Policy shall be made in United States of America dollars at the exchange rate published in The Wall Street Journal on the date the element of **Loss** is due.

XXI. ALTERATION, ASSIGNMENT AND HEADINGS

- A. Any change in or modification of this Policy or assignment of interest under this Policy must be agreed to in writing by the Insurer.
- B. The descriptions and headings and sub-headings of this Policy are solely for convenience, and form no part of the terms, conditions and limitations of coverage.

XXII. ESTATES, HEIRS, LEGAL REPRESENTATIVES, ASSIGNS, SPOUSES AND DOMESTIC PARTNERS

With respect to any **Liability Coverage Part**, **Insured Person** shall include:

- A. the estate, heirs, legal representatives or assigns of any **Executive**, if such **Executive** is deceased, legally incompetent, insolvent or bankrupt; and
- B. the lawful spouse or domestic partner of any **Executive** solely by reason of such spouse's or domestic partner's:
 1. status as such; or

2. ownership interest in property which a claimant seeks as recovery for an alleged **Wrongful Act** of such **Executive**,

provided that no coverage shall apply with respect to loss arising from an act, error or omission by any estate, heir, legal representative, assign, spouse or domestic partner of an **Insured Person**.

XXIII. TRADE SANCTIONS

This insurance coverage does not apply to the extent that trade or economic sanctions of any country prohibit the Insurer or any member of the Insurer's group from providing insurance coverage.

XXIV. MINIMUM EARNED PREMIUM

If the **Insured** cancels this Policy during the **Policy Period**, the Insurer shall retain a minimum earned premium stated in Item 8 of the Declarations of the GTC.

XXV. GLOSSARY

The following terms shall have the meaning ascribed to such terms in each applicable Coverage Part: **Circumstance**, **Claim**, **Defense Costs**, **Insured**, **Insured Person**, **Loss**, **Occurrence** and **Wrongful Act**.

- A. **Abuse or Molestation** means any physical, mental or moral harassment, assault or intimacy of a sexual nature even if consensual of a **Patient**.
- B. **Application** means, where provided to the Insurer, the application and any accompanying documentation submitted to the Insurer for this Policy or any documentation submitted to the Insurer in connection with the underwriting of this Policy.
- C. **Asbestos** means any substance, regardless of its form or state, containing asbestos.
- D. **Asbestos Threat** means the actual or alleged:
 1. exposure to, consumption of, ingestion of, inhalation of, absorption of, or presence, either directly or indirectly and including any threat of;
 2. failure to warn, advise or instruct as relating to;
 3. failure to prevent exposure to;
 4. presence of,**Asbestos** in any manner or form.
- E. **Bodily Injury** means physical harm, including sickness, disease or death, to the physical health of other persons. It includes mental anguish, injury or illness, or emotional distress that results from such physical harm, sickness or disease.
- F. **Change in Control** means:
 1. the **Parent Company's** merger with, or acquisition by, another entity or the acquisition of all or substantially all of its assets by another entity, such that the **Parent Company** is not the surviving entity; or
 2. when a person or entity or group of persons or entities acting in concert, acquires securities or voting rights which result in ownership or voting control by such person(s) or entity(ies) of more than 50% of the outstanding securities or voting rights representing the present right to vote for or appoint directors or **Managers** of the **Parent Company**.
- G. **Clinical Trial** means an organized study using human subjects that follows a pre-defined protocol and is approved by an Institutional Review Board to develop effectiveness or safety data of treatment plans, pharmaceutical products or medical devices.
- H. **Company** means the **Parent Company** and any **Subsidiary**, any foundation, or charitable trust controlled or sponsored by the **Parent Company** or any **Subsidiary**, and the **Parent Company** or any **Subsidiary** in its capacity as a debtor in possession under United States bankruptcy law.
- I. **Computer System** means computer software, middleware, firmware, hardware, applications, tools, programs, codes, scripts, websites, associated call centers, cloud computing and the data stored thereon, as well as associated input and output devices, data storage devices, wireless and mobile devices, networking equipment,

storage area network, or other electronic data backup facilities leased, owned, licensed or operated by the **Insured**.

- J. **Corporate Information** means proprietary or confidential corporate information in any format that cannot be lawfully obtained or known by the general public, including customer lists, trade secrets and financial information that are provided to an **Insured** by a third party.
- K. **Electronic Data** means any data, text, sounds, images or similar matter, including **Corporate Information** or **Personal Information** that exists on a **Computer System** and is subject to scheduled back-up procedures and security protections.
- L. **Employee** means any natural person whose labor or service was, is or will be engaged and directed by a **Company**, including a part-time, or leased employee. **Employee** does not include an **Independent Contractor**.
- M. **ERISA** means the Employee Retirement Income Security Act of 1974 (including amendments relating to the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")).
- N. **Executive** means any natural person who was, now is or shall become:
1. a duly elected or appointed director, officer, **Manager**, trustee, regent, governor, risk manager, department head, comptroller or in-house general counsel of any **Company** organized in the United States of America, or in a functionally equivalent or comparable role to any of the foregoing; or
 2. a holder of a functionally equivalent position or comparable role to those described in paragraph 1 above in a **Company** that is organized in a jurisdiction other than the United States of America, including any position on an advisory board or committee.
- O. **Financial Impairment** means the status of a **Company** resulting from:
1. the appointment by a state or federal official, agency or court of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to control, supervise, manage or liquidate such **Company**; or
 2. such **Company** becoming a debtor in possession under United States bankruptcy law.
- P. **Foreign Jurisdiction** means any jurisdiction outside of the United States of America, its territories and possessions.
- Q. **Independent Contractor** means any natural person working for a **Company** pursuant to a written contract or agreement between such natural person and the **Company** which specifies the terms of the **Company's** engagement of such natural person.
- R. **Liability Coverage Part** means any Coverage Part identified in this Policy as a "Liability Coverage Part" within the heading to such Coverage Part or providing third party liability coverage in such Coverage Part.
- S. **Manager** means any natural person, who was, now is, or shall become, a manager, member of the Board of Managers or equivalent executive of a **Company** that is a limited liability company.
- T. **Medical Services** means health care, medical care, or treatment, including medical, surgical, dental, ophthalmologic, optometric, podiatric, psychiatric, mental health, chiropractic, osteopathic, diagnostic imaging, nursing or other professional health care, including:
1. the use, prescription, furnishing or dispensing of medications, pharmaceuticals, blood, blood products, tissue, organs or medical, surgical, dental, ophthalmologic, optometric or psychiatric supplies, equipment or appliances in connection with such care;
 2. the furnishing of food or beverages in connection with such care;
 3. counseling or other social services in connection with such care;
 4. the handling of, or the performance of post-mortem examinations on, human bodies including autopsies and the harvesting of organs;
 5. service by any person, at the **Company's** request, in supervising, teaching or proctoring others; and

6. services in connection with **Clinical Trials**.

U. **Non-Liability Coverage Part** means any Coverage Part or insuring clause in this Policy that does not provide any third party liability coverage.

V. **Nuclear Facility** means any:

1. device, equipment, or machine designed or used to:
 - (a) sustain nuclear fission in a self-supporting chain reaction; or
 - (a) contain a critical mass of fissionable material;
2. device or equipment designed or used for separating the isotopes of uranium or plutonium, processing or utilizing **Spent Nuclear Fuel**, or handling, processing or packaging **Nuclear Waste**;
3. any device or equipment used for the processing; fabricating, or alloying of special nuclear material if the total amount of such material is at any time in the custody of any Insured at the premises where the device or equipment is located and is more than 25 grams of plutonium or uranium 233, or any combination of those two materials; or is more than 250 grams of uranium 235; or
4. any structure, basin, excavation, premises, or place prepared or used for the storage or disposal of Nuclear Waste.

Nuclear Facility shall include the site on which it is located, all operations conducted on such site, and all premises used for such operations.

W. **Nuclear Material** means any of the following materials which are defined in the federal Atomic Energy Act:

1. source material;
2. special nuclear material; or
3. by-product material.

X. **Nuclear Waste** means any waste material that contains by-product material and results from the operation of any:

1. device, equipment, or machine designed or used to:
 - (a) sustain nuclear fission in a self-supporting chain reaction; or
 - (b) contain a critical mass of fissionable material; or
2. device or equipment designed or used for separating the isotopes of uranium or plutonium, processing or utilizing **Spent Nuclear Fuel**, or handling, processing or packaging **Nuclear Waste**,

by any **Insured**. **Nuclear Waste** shall not include tailings or wastes that result from the extraction or concentration of uranium or thorium from any ore processed primarily from its source material content.

Y. **Parent Company** means the entity named in Item 1 of the Declarations of the GTC.

Z. **Patient** means any person or human body admitted or registered to receive **Medical Services** from an **Insured**, whether on an inpatient, outpatient or emergency basis.

AA. **Peer Review** means the process of evaluating, by members of a formal, duly constituted professional review board or committee of the **Company**, any individual or entity for purposes of selecting, employing, contracting with or credentialing current or prospective providers of **Medical Services**.

BB. **Personal Information** means any information not available to the general public from which an individual may be identified, including an individual's name, telephone number, social security number, medical or healthcare data or other protected health information, driver's license number or state identification number, account number(s), bank account number(s), financial account information, retirement account number(s), healthcare account number(s), employee identification number(s), home address, credit information, government identification number(s), credit card number(s), access code or password that would permit access to that individual's account, protected and individually identifiable health information under HIPAA or the Health

Information Technology for Economic and Clinical Health Act (“HITECH”) and non-public personal information as defined by the Gramm-Leach-Bliley Act.

CC. **Policy Period** means the period of time stated in Item 2 of the Declarations of the GTC (subject to any termination in accordance with Section XV. TERMINATION OF POLICY) and the ERP, if applicable.

DD. **Pollutants** means any substance located anywhere in the world exhibiting any hazardous characteristics as defined by or identified on a list of hazardous substances issued by the United States Environmental Protection Agency or any federal, state, county, municipality or locality counterpart thereof. Such substances shall include solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapor, soot, fumes, acids, alkalis, molds, spores, fungi, germs, chemicals or waste materials. **Pollutants** shall also mean any other air emission, odor, waste water, oil or oil product, infectious or medical waste, asbestos or asbestos product, lead or lead product, noise, and electric, magnetic or electromagnetic field.

EE. **Professional Services** means:

1. **Medical Services**; or
2. the activities of an **Insured**:
 - (a) as a member of a board or committee of the **Company**, or as a member of any committee of the medical or professional staff of the **Company**, when engaged in **Peer Review** or **Utilization Review**;
 - (b) as a member of a formal accreditation, standards review or similar professional board or committee, including executing the directives of such board or committee; or
 - (c) while promoting and maintaining the quality of **Medical Services** being provided or providing quality assurance on behalf of the **Company**.

FF. **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. All such loss of use shall be deemed to occur at the time of the **Occurrence** that caused it.

Electronic Data is not tangible property.

GG. **Related Claims** means all **Claims** based upon, arising out of or resulting from the same or related, or having a common nexus of, facts, circumstances or **Wrongful Acts** or **Occurrences**.

HH. **Retroactive Date** means the date stated in Item 2 of the Declarations of the applicable **Liability Coverage Part**.

II. **Spent Nuclear Fuel** means any solid or liquid fuel element or component that has been exposed to radiation or used in any device, equipment, or machine designed or used to:

1. sustain nuclear fission in a self-supporting chain reaction; or
2. contain a critical mass of fissionable material.

JJ. **Subsidiary** means:

1. any entity while more than 50% of the outstanding securities or other equity ownership, representing the present right to vote for election of, or to appoint, directors, **Managers**, or the foreign equivalent of any such directors or **Managers** of such entity, are owned or controlled by the **Parent Company** directly or indirectly through one or more **Subsidiaries**; or
2. any entity while the **Parent Company** has the right, pursuant to either written contract or the bylaws, charter, operating agreement or similar documents of a **Company**, to elect or appoint a majority of the Board of Directors of a corporation or **Managers**.

- KK. **Utilization Review** means the process of evaluating the appropriateness or necessity of **Medical Services**.
- LL. **Volunteer Workers** means a person who is not an **Employee**, and who donates their work and acts at the direction of and within the scope of duties determined by the **Company**, and is not paid a fee, salary or other compensation by the **Company** or anyone else for their work performed for the **Company**.