

**PODIATRIC PHYSICIAN PROFESSIONAL LIABILITY POLICY
CLAIMS MADE**

NOTICE: THIS IS A CLAIMS MADE POLICY. COVERAGE IS LIMITED TO LIABILITY FOR CLAIMS FIRST MADE AGAINST YOU AND REPORTED TO US WHILE THE COVERAGE IS IN FORCE. PLEASE REVIEW THE COVERAGE PART CAREFULLY AND DISCUSS THIS COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Policy the words **you** and **your** refer to the Named Insured(s) shown in the Declarations and any other person(s) or organization(s) qualifying as a Named Insured under this Policy. The words **we**, **us** and **our** refer to the company providing this insurance.

The word Insured means any person or organization qualifying under SECTION IV. WHO IS AN INSURED. Other words and phrases that appear in boldface have special meaning. Refer to SECTION IX. DEFINITIONS.

In consideration of the premium paid, and in reliance upon statements in **your** application, it is agreed as follows:

I. COVERAGES

A. Professional Liability

We shall pay those amounts **you** are legally obligated to pay to compensate others for damages resulting from an Insured's **wrongful act** or that of another for whom **you** are legally responsible. The **wrongful act** must arise solely out of the performance of **your** professional services as a **podiatric physician**. The **wrongful act** must take place within the Coverage Territory and on or after the **retroactive date** but before the end of the **policy period**. A **claim** for such **wrongful act** must be first made against **you** and reported to **us** during the **policy period** or any applicable extended reporting period.

B. Premises Liability

We shall pay those amounts **you** are legally obligated to pay to compensate patients for damages sustained from **bodily injury** or **property damage** arising out of an **occurrence** on premises **you** principally use in **your** practice as a **podiatric physician**. The **occurrence** must take place within the Coverage Territory and on or after the **retroactive date** but before the end of the **policy period**. A **claim** for such **bodily injury** or **property damage** must first be made against **you** and reported to **us** during the **policy period** or any applicable extended reporting period.

C. Personal Injury Liability

We shall pay those amounts **you** are legally obligated to pay to compensate others for damages resulting from an Insured's **personal injury** offense or that of another for whom **you** are legally responsible to someone other than the Insured's patient. The **personal injury** offense must arise solely out of the performance of **your** professional services as a **podiatric physician**. The **personal injury** offense must take place within the Coverage Territory and on or after the **retroactive date** but before the end of the **policy period**. A **claim** for such **personal injury** offense must be first made against **you** and reported to **us** during the **policy period** or any applicable extended reporting period.

II. DEFENSE COSTS, CHARGES, AND EXPENSES

The following payments are in addition to the Limits of Insurance. These payments end after the applicable limit of insurance has been exhausted in paying judgments, settlements, or awards.

- A. **We** have the right and duty to defend at **our** expense any **suit** brought against an Insured for covered **claims**, even if the **suit** is groundless or fraudulent. **Our** duty to defend any **suit** ends after the applicable limit of insurance has been exhausted by payment of judgments, awards, settlements and interest accruing thereon prior to entry of a judgment, issuance of an award or settlements.

We have the right to investigate any **claim** or **suit** and, with **your** written consent, settle any **claim** or **suit** if **we** believe that is proper.

- B. **We** shall pay, with respect to any **claim** or **suit** **we** defend:

1. All expenses **we** incur.
2. All costs taxed against **you** in the **suit**.
3. All interest on the full amount of any judgment that accrues after entry of the judgment and before **we** have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.
4. All reasonable expenses incurred by **you** at **our** request to assist **us** in the investigation or defense of the **claim** or **suit**. **We** shall also pay up to \$750 per day for loss of earnings for each **suit**, if **you** are away from **your** practice as a **podiatric physician** at **our** request to help **us** defend a **suit**.
5. Premiums for appeal bonds, or bonds to release property used to secure a legal obligation, if required in a **suit** **we** defend. **We** shall only pay, however, for bonds valued up to **our** applicable Limit of Liability. **We** have no obligation to appeal a **suit** **we** defend or to obtain these bonds.

These payments shall not reduce the Limits of Insurance.

III. EXCLUSIONS

This Policy shall not apply to **claims**:

- A. Arising from an Insured's dishonest, fraudulent, criminal or malicious act, error or omission;
- B. Arising from **your** ownership or operation of a hospital, clinic or other facility or institution which provides overnight bed and board, or a laboratory;
- C. Arising from disputes about **your** fees, including collecting fees from third parties;
- D. Arising from a **wrongful act** as a manager, administrator or as director/officer or committee members of a **utilization review** panel. This exclusion does not apply to **your wrongful acts** in **your** capacity as a member of a formal accreditation or podiatric review board, professional society or licensing boards;
- E. Brought by any other person or organization covered under this Policy;

- F. Arising from **discrimination** on any basis whatsoever;
- G. Arising from a **wrongful act, occurrence, or personal injury** offense in which **you** expected or intended injury or damage, regardless of whether **you** intended the specific injury or damage sustained;
- H. Arising from **bodily injury or property damage** in any way involving an **automobile**, watercraft or aircraft;
- I. Arising from injury or damage to:
 1. **Your** employee or an independent contractor working for **you**; or
 2. The spouse or relative of such employee or independent contractor, as a consequence of injury or damage to the employee or independent contractor.

This exclusion applies:

- 3. Whether **you** are liable as an employer or in any other capacity; and
- 4. To any obligation to share damages with or repay someone else who must pay damages because of the injury or damage.
- J. Arising out of any obligation under a workers' compensation, disability benefits, unemployment compensation law, or any similar law;
- K. Arising from **property damage** to:
 1. Property **you** own, rent, occupy or use;
 2. Property in **your** care, custody or control; or
 3. Premises **you** have sold, given away or abandoned;
- L. Arising from any business relationship outside of **your** providing of podiatric services to any past or present patient or client;
- M. Arising from liability **you** assume under any contract or agreement. This exclusion does not apply to liability **you** would have in the absence of the contract or agreement;
- N. For any **wrongful act(s)** committed with **your** knowledge that it was a **wrongful act**;
- O. Arising from any **wrongful act, occurrence, or personal injury** offense of which, prior to the effective date of the first **Podiatric Physicians Professional Liability Policy** **we** issued to **you** and which was continuously maintained in effect until the effective date of this Policy, **you** were aware of and could have reasonably believed would result in a **claim**;
- P. Arising from any **wrongful act** for any services for which **you** did not have a license required by law;
- Q. Arising from any **wrongful act** while an Insured was under the influence of a drug or intoxicant;
- R. Arising from any **wrongful act** in violation of applicable law;
- S. Arising from:

1. The actual, alleged or threatened, discharge, dispersal, seepage, migration, release or escape of **pollutants**; or
 2. Any direction or request, to test for, monitor, cleanup, remove, contain, treat, detoxify, or neutralize **pollutants** or in any way respond to or assess the effects of **pollutants**;
- T. Arising from fines, penalties, punitive, exemplary or multiplied damages;
- U. Covered under one coverage in this Policy, which may also be covered under any other coverage under this Policy. Coverage is limited to one of the above three coverage parts for any one **wrongful act, occurrence or personal injury** offense;
- V. The administration of anesthesia other than local;
- W. Arising from the use of x-ray, radium or any other radioactive substances for treatment with the exception of x-ray for diagnostic purposes;
- X.1. For **bodily injury or property damage** for which any covered person under this Policy is covered under a nuclear energy liability policy issued by a group such as one of the following:
- a. The Nuclear Energy Liability Underwriters; or
 - b. The Mutual Atomic Energy Liability Underwriters; or
 - c. The Nuclear Insurance Association of Canada. Nor will **we** cover **bodily injury or property damage** that would have been covered by a policy issued by one of those groups if its limits of insurance had not been exhausted.
2. For medical expenses that result from the **hazardous properties of nuclear material** related to the operation of a **nuclear facility** by anyone. Nor will **we** cover **bodily injury or property damage** that results from the **hazardous properties of nuclear material** in any of these four situations:
- a. Any covered person is required by law to maintain financial protection for nuclear events, or is entitled, or would have been entitled had this Policy not been issued, to indemnity for nuclear events from the United States government.
 - b. The **nuclear material** is located at, or at any time discharges from, any **nuclear facility** that is owned or operated by any protected person. Nor will **we** cover such **bodily injury or property damage** if others operate the **nuclear facility** owned by any covered person.
 - c. The **nuclear material** is contained in **spent fuel** or waste that any protected person, or someone acting for them, has at any time possessed, transported or disposed of.
 - d. The **bodily injury or property damage** results from services or materials any covered person furnishes in connection with the planning, construction, maintenance, operation or use of a **nuclear facility**. If the **nuclear facility** is in the United States of America, its territories or possessions or Canada, this paragraph applies only to **property damage** to the facility and any property at its site.

Property damage includes all forms of radioactive contamination of property.

IV. WHO IS AN INSURED

The following are Insureds:

1. **You.**
2. An individual and the individual's spouse are Insureds, but only with respect to the conduct of **your** professional services named in the Declarations of which he or she is the sole proprietor.
3. A partnership or joint venture is an Insured. The partnership's partners or joint venture's members and their spouses are also Insureds, but only with respect to the conduct of a partnership or joint venture of **your** professional services named in the Declarations.
4. If **you** are shown in the Declarations as a corporation or organization other than a partnership or joint venture **you** are an Insured. **Your** executive officers and directors are Insureds, but only with respect to their duties as **your** officers or directors. **Your** stockholders are also Insureds, but only with respect to their liability as stockholders.
5. **Your** employees, other than **your** executive officers and directors, are Insureds, but only for acts within the scope of their employment by **you** or while performing duties related to the conduct of **your** professional services as a **podiatric physician**.

V. LIMITS OF INSURANCE

- A. The limits shown in the Declarations to this Policy and the information contained in this section fix the most **we** will pay regardless of the number of:
 1. Persons or organizations covered;
 2. Claimants, **claims** made or **suits** brought; or
 3. Coverages under this Policy which may be applicable.
- B. Each **Wrongful Act, Occurrence** or **Personal Injury** Offense Limit
 1. The each **wrongful act, occurrence** or **personal injury** offense limit is the most **we** shall pay for all **claims** first made and reported to **us** in writing while this Policy is in effect that result from a single **wrongful act, occurrence** or **personal injury** offense.
 2. The each **wrongful act, occurrence** or **personal injury** offense limit shall apply separately to:
 - a. Each individual specifically designated as Named Insured on the Declarations; and
 - b. The partnership, association, corporation, or other entity specifically designated as Named Insured, including any of the Named Insured's personnel, but only while acting in his/her occupational capacity.

This limit applies regardless of the number of persons or organizations who are covered under this Policy.
- C. Aggregate Limit

The Aggregate Limit of Insurance is the most **we** shall pay for all injury or damage under this Policy. The Aggregate Limit of Insurance applies to each annual **policy period**. This limit shall apply:

1. Separately to each individual specifically designated as Named Insured on the Declarations; and
2. As a shared liability for the partnership, association, corporation, or other entity specifically designated as Named Insured, including any of the Named Insured's personnel, but only while acting in his/her occupational capacity.

This limit applies regardless of the number of persons or organizations who are covered under this Policy.

- D. A **claim** may first be made after the **policy period**, under the **wrongful acts, occurrences or personal injury** offenses coverage in Section I. The **claim(s)** will be subject to the limit applying to the **policy period** in which the first **wrongful act, occurrence or personal injury** offense was reported.
- E. All **claims** arising from continuous, repeated or related **wrongful acts, occurrences or personal injury** offenses shall be treated as one **claim**. The limit in effect when the first **claim** is made and reported to **us** shall apply.

VI. DEDUCTIBLE

You will be responsible for the deductible amount shown in the Declarations. The deductible applies to each **wrongful act, occurrence or personal injury** and **you** may not insure it. All **claims** arising from a **wrongful act, occurrence or personal injury** offense or continuous, repeated or related **wrongful acts, occurrences or personal injury** offenses, shall be subject to one deductible. **We** may pay all or a part of the deductible to defend or settle a **claim**. **You** agree to repay **us** promptly after **we** notify **you** of the payment.

VII. ADMINISTRATIVE HEARING PROVISION

- A. **We** have the right and duty to defend the Insured and pay **administrative expenses** arising out of an **administrative hearing**, regardless if the basis for that **administrative hearing** is groundless, false, or fraudulent.
- B. The Limit of Insurance for each **administrative hearing** shall be the amount shown in the Declarations. Coverage for an **administrative hearing** shall cease when this limit is exhausted. The maximum amount of **administrative expenses** for **administrative hearings** shall be the aggregate **administrative hearing** limit as shown in the Declarations. Coverage shall cease when the aggregate **administrative hearing** limit has been exhausted by payments for **administrative expenses**. All **administrative hearings** arising from the same series of continuous, related, or repeated allegations shall be considered arising out of one allegation.
- C. **We** shall not pay for **administrative expenses** arising out of:
1. Any defense of **criminal prosecution**;
 2. Any circumstances or events of which **you** were aware, between the **retroactive date** and the effective date, which **you** could have reasonably believed would result in an **administrative hearing**;
 3. Any legal matter other than an **administrative hearing**;

4. Any application for initial placement on a medical staff;
5. Any costs **you** incur, including but not limited to loss of earnings, with regard to an **administrative hearing** other than any cost **we** ask **you** to incur.
6. Any defense of fraud or willful non-compliance allegations with regard to Medicare/Medicaid or any other insurance reimbursement regulations or procedures unless, in final adjudication, such allegations are found to be false or unfounded.
7. Any legal action including, but not limited to, an **administrative hearing** commenced by **you**;
8. Fines, penalties, punitive, exemplary, or multiplied damages; or
9. Any **administrative hearing** arising out of an Insured's capacity as a manager, administrator, or as a director/officer or committee member of a **utilization review** panel. This exclusion shall not apply to **your** capacity as a member of a formal accreditation or podiatric review board, professional society or licensing board.

VIII. SEXUAL MISCONDUCT PROVISION

- A. **Our** Limit of Insurance shall not exceed \$25,000 in the aggregate for all damages with respect to the total of all **claims** and **suits** against an Insured involving any actual or alleged erotic physical contact, or attempt threat or proposal thereof:
 1. By an Insured or another person for whom **you** may be legally liable; and
 2. With or to any former or current patient of an Insured, or with or to any relative or member of the same household as any said patient, or with or to any person with whom said patient or relative has an affectionate personal relationship.
- B. In the event that any of the foregoing are alleged at any time, either in a complaint, during discovery, at trial or otherwise, any and all causes of action alleged and arising out of the same or related courses of professional treatment and/or relationships shall be subject to the \$25,000 aggregate Limit of Insurance and shall be part of, and not in addition to, the Limits of Insurance otherwise afforded by this Policy.
- C. **We** shall not be obligated to undertake nor continue to defend any **suit** or proceeding subject to the \$25,000 aggregate Limit of Insurance after the \$25,000 aggregate Limit of Insurance has been exhausted by payment of judgments, settlements and/or other items included within the Limits of Insurance.

IX. DEFINITIONS

- A. **Administrative Expense(s)** means reasonable expenses incurred pursuant to an **administrative hearing** for **attorney's** fees for legal services rendered, including but not limited to pre-hearing discovery and investigation costs, and charges for **attorney's** general services.
- B. **Administrative Hearing** means a disciplinary proceeding against an Insured and shall be limited to the following:
 1. Proceedings **initiated** by a state licensing authority against an Insured for unprofessional conduct;

2. Proceedings **initiated** by a State Department of Health Services or the Federal Department of Health and Human Services alleging that an Insured has performed professional services as a **podiatric physician** in excess of or in violation of guidelines for appropriate utilization of these services; or
 3. Proceedings **initiated** by a licensed or certified hospital.
- C. **Attorney** means an individual duly licensed to practice law at the time and place the legal services are rendered.
- D. **Automobile** means a land vehicle, self-propelled or not, a trailer or a semitrailer. This includes any machinery or apparatus attached, whether or not subject to motor vehicles registration or designed for use principally on public roads.
- E. **Bodily injury** means bodily harm, sickness or disease, including death resulting therefrom.
- F. **Claim(s)** means a demand for money.
- G. **Criminal prosecution** means any governmental action for enforcement of criminal laws, including offenses, conviction for which could result in imprisonment.
- H. **Discrimination** means any violation of any law, whether statutory or common law which prohibits disparate treatment based upon, but not limited to, race, color, religion, national origin, age, handicap or disability, sex, or sexual orientation.
- I. **Hazardous properties** include radioactive, toxic or explosive properties.
- J. **Initiated** means the commencement of an **administrative hearing** at the time written notice is received by the Insured.
- K. **Nuclear material** means source material, special nuclear material or by-product material as defined under the Federal Atomic Energy Act.
- L. **Nuclear facilities** are any of the following:
1. Nuclear reactors;
 2. Enrichment plants;
 3. Fuel or **spent fuel** handling or processing plants;
 4. A location prepared or used for handling, storing or disposing of nuclear waste;
 5. A location containing more than 25 grams of plutonium or uranium 233 combined, or more than 250 grams of uranium 235.
- M. **Nuclear reactor** means anything that can be used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
- N. **Nuclear waste** means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of a nuclear facility included within the definition of nuclear facility; Nuclear waste shall not include tailings or other wastes from the processing of ore to extract or concentrate uranium or thorium to produce source material.
- O. **Occurrence** means an accident, including continuous or repeated exposure to substantially the same conditions, resulting in unexpected and unintended **bodily injury** or **property damage**.

However, **occurrence** does not include the rendering of, or failure to render any professional service, nor does it include defamation.

- P. **Personal injury** means injury, other than **bodily injury**, arising out of one or more of the following offenses:
1. False arrest, detention or imprisonment;
 2. Malicious prosecution;
 3. Wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person occupies, by or on behalf of its owner, landlord or lessor;
 4. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
 5. Oral or written publication of material that violates a person's right of privacy.
- Q. **Podiatric physician** means a person certified and licensed to provide podiatric services and who is also a member of a formal accreditation or podiatric review board, professional society or licensing board.
- R. **Policy period** means the period commencing on the effective date shown in the Declarations. This period ends on the earlier of the expiration date or the effective date of cancellation of this Policy. If **you** became an Insured under this Policy after the effective date, the **policy period** begins on the date **you** became an Insured.
- S. **Pollutants** means any solid, liquid, gaseous, or thermal irritant or contaminant, including: smoke, vapor, soot, fumes, acids, alkalis, chemicals, asbestos, asbestos containing materials, lead, lead containing materials and waste. Waste includes material to be recycled, reconditioned or reclaimed, as well as medical waste.
- T. **Property damage** means (1) physical injury to, or destruction of, tangible property including the loss of use of it; or (2) loss of use of tangible property, which has not been physically injured or destroyed. **Property damage** includes all forms of radioactive contamination of property.
- U. **Retroactive date** means the date specified as such in the Declarations.
- V. **Spent fuel** means any fuel element or component, whether solid or liquid, which has been used or exposed to radiation in a nuclear reactor.
- W. **Suit** means a civil proceeding in a court, and includes an arbitration proceeding.
- X. **Utilization review** means the review of the necessity, appropriateness, cost, type or utilization of healthcare services made without patient contact.
- Y. **We, us, and our** refer to the Company providing this insurance.
- Z. **Wrongful act** means any actual or alleged negligent act, error or omission in the performance of professional services as a **podiatric physician**.
- AA. **You and your** mean the Named Insured designated in the Declarations.

X. CONDITIONS

A. Coverage Territory

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

B. Duties in the Event of a **Wrongful Act, Occurrence, Personal Injury** Offense, **Claim** or **Suit**

1. If, during the **policy period**, a **wrongful act, occurrence, or personal injury** offense takes place which **you** reasonably believe may give rise to a **claim** or **suit** for which coverage may be provided, **you** shall, during the **policy period**, give written notice to **us**. Such written notice shall contain:

- a. How, when and where the alleged or suspected **wrongful act, occurrence or personal injury** offense took place;
- b. Names and addresses of any witnesses and injured people;
- c. Nature and location of any injury or damage.

If **you** submit written notice containing items a. through c. above, then any **claim** or **suit** that may subsequently be made against an Insured arising out of such incidents or events shall be deemed, for the purpose of this Policy, to have been first made during the **policy period** in effect at the time such written notice was submitted to **us**.

2. **You** must notify **us** in writing of any **claim** or **suit** against **you** as soon as possible. **You** must:

- a. Immediately record the specifics of the **claim** and the date **you** received it;
- b. Send **us** copies of all demands, **suit** papers or other legal documents **you** receive, as soon as possible.

C. Duties In the Event Of An **Administrative Hearing**

1. **You** shall notify **us** as soon as practicable of any **administrative hearing**.

2. **You** shall notify **us** whether **you** have legal services available to **you** or require **us** to select an **attorney** for **you**.

3. **You** shall:

- a. Send **us**, as soon as practicable, copies of any notices, summons, or legal papers received in connection with the **administrative hearing**;
- b. Furnish **us**, upon request, with records and other information and submit to an interview by **us** or **our** representative concerning the full extent of his/her knowledge of the events leading to the **administrative hearing**. **We** shall also be entitled to immediately receive upon request copies of any agency or departmental correspondence the Insured received relating to the **administrative hearing**, including specifically any correspondence which may have predated the date of application for coverage.

- c. Cooperate and assist **us** with all reasonable requests in the handling of an **administrative hearing** including, but not limited to:
 - i. Attending depositions and hearings;
 - ii. Securing and giving evidence; and
 - iii. Obtaining the attendance of witnesses.

D. Appeals

All **administrative expenses** incurred with respect to appeals and proceedings, or a series of continuous or interrelated appeals and proceedings, arising out of an **administrative hearing** shall be considered as part of the original **administrative hearing**. Payments for all such **administrative expenses** shall not exceed the Limit of Insurance stated as the aggregate **administrative hearing** limit.

E. Representation at **Administrative Hearing**

1. **We** shall pay **administrative expenses** in excess of any other coverage, no matter how those coverages are described, up to **our** aggregate **administrative hearing** limit, if:
 - a. **You** have legal services, other than those provided in this Policy, which have the right and duty to defend **you** at an **administrative hearing**; and
 - b. **You** have paid directly or indirectly for those legal services before the **administrative hearing** was **initiated**.
2. If **you** do not have these legal services, **we** shall have the right to select any attorney to represent **you** in the defense of an **administrative hearing**.

F. Action for Defamation and other Allegations

We shall pay for **administrative expenses** arising out of an **administrative hearing** where **bodily injury, property damage, defamation, libel, slander, emotional distress, assault and battery, or matters which may be deemed uninsurable by the law** are alleged, but only if in final adjudication, such allegations are found to be false or unfounded. If **you** are found to be culpable of any these allegations, **you** shall reimburse **us** for all **administrative expenses** arising out of that **administrative hearing**.

G. Assistance and Cooperation

You agree to cooperate with and help **us**:

1. Make settlements;
2. Enforce any legal rights **you** or **we** may have against anyone who may be liable to **you**;
3. Attend depositions, hearings and trials;
4. Secure and give evidence, and obtain the attendance of witnesses.

You will not admit any liability, assume any financial obligation or pay out any money without **our** prior consent. If **you** do, it will be at **your** own expense.

H. Legal Action Against Us

No person or organization has a right under this Policy:

1. To join **us** as a party or otherwise bring **us** into a **suit** asking for damages from an Insured; or
2. To sue **us** on this Policy unless all of its terms have been fully complied with.

A person or organization may sue **us** to recover on an agreed settlement or on a final judgment against an Insured obtained after an actual trial; but **we** will not be liable for damages that are not payable under the terms of this Policy or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by **us**, the Insured and the claimant or the claimant's legal representative.

A person or organization may sue **us** to recover up to the limit of coverage under this Policy only after **your** liability has been decided by:

1. a trial, after which a judgement has been entered; or
2. a written agreement signed by **you, us** and the party making the **claim**.

You or **your** estate's bankruptcy does not relieve **us** of **our** obligations under the Policy.

I. Bankruptcy or Insolvency

You or **your** estate's bankruptcy or insolvency shall not relieve **us** of **our** obligations under this Policy.

J. Other Insurance

If there is other insurance, which applies to the loss covered under this Policy, the other insurance must pay first. This Policy applies to the amount of loss, which is more than:

1. The Limits of Insurance of the other insurance; and
2. The total of all deductibles and self-insured amounts under all such other insurance

This clause does not affect Exclusion U. or the provisions of the Limits of Insurance section of this Policy.

K. Transfer of Rights of Recovery Against Others to Us

If the Insured has rights to recover all or part of any payment **we** have made under this Policy, those rights are transferred to **us**. The Insured shall do nothing to impair them. At **our** request, the Insured shall bring suit or transfer those rights to **us** and help **us** enforce them.

L. Changes

This Policy contains all the agreements between **you** and **us** concerning this insurance. The First Named Insured designated in the Declarations is authorized to make changes in this Policy with

our consent. This Policy can only be changed by a written endorsement **we** issue and make a part of this Policy.

M. Transfer of **Your** Rights and Duties under this Policy

Your rights and duties under this Policy may not be assigned or transferred without **our** written consent attached to the Policy.

If **you** die or are declared legally incompetent, **your** rights and duties will be transferred to **your** legal representative, but only while acting within the scope of his or her duties as such.

N. Special Rights and Duties of First Named Insured

If there is more than one person or entity covered under this Policy, the First Named Insured in the Declarations shall act on behalf of all Insureds as to:

1. Giving and receiving notice of cancellation;
2. Payment of premiums and receipt of return premiums;
3. Acceptance of any endorsements to this Policy; or
4. Purchasing or deciding not to purchase the Optional Extended Reporting Period Endorsement, if applicable.

O. Other Member Companies of the American International Group, Inc. Policies

1. **We** or other member companies of American International Group, Inc. may issue two or more insurance policies. These policies may provide coverage for:
 - a. **Claims or suits** arising from the same or related **bodily injury, property damage, personal injury, or wrongful acts**; or
 - b. Persons or organizations covered in those policies that are jointly and severally liable.
2. In such a case, **we** will not be liable under this Policy for an amount greater than the proportion of the loss that this Policy's applicable limit of coverage bears to the total applicable limits of insurance under all such policies.

In addition, the total amount payable under all such policies is the highest applicable limit of coverage among all such policies.

P. Representations

By accepting this Policy, **you** agree that:

1. The statements in the Declarations and/or Application are accurate and complete;
2. Those statements are based upon **your** representations made to **us**; and
3. **We** have issued this Policy in reliance upon truth of those representations. This Policy includes all of the agreements between **you** and **us** or **our** authorized agents concerning this insurance.

Q. Cancellation

This Policy may be canceled by **you** by surrendering to **us** or any of **our** authorized agents or by mailing to **us** written notice stating when thereafter the cancellation shall be effective. This Policy may be canceled by **us** by mailing to **you** at the address shown in this Policy written notice stating when, not less than 60 days thereafter such cancellation shall be effective. However, if **we** cancel this Policy because **you** have failed to pay a premium when due, this Policy may be canceled by **us** by mailing a written notice of cancellation to the Insured at the address shown in this Policy stating when, not less than 10 days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice.

The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **policy period**. Delivery of such written notice either by **you** or by **us** shall be equivalent to mailing. If **you** cancel, the unearned premium shall be computed in accordance with the customary short rate table and procedure. If **we** cancel, unearned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective but payment or tender of unearned premium is not a condition of cancellation.

R. Service of Suit

In the event of **our** failure to pay any amount claimed to be due hereunder, **we**, at **your** request, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of **our** rights to commence an action in any court of competent jurisdiction in the United States to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon Counsel, Legal Department, Lexington Insurance Company, 100 Summer Street, Boston, Massachusetts 02110-2103 or his or her representative, and that in any suit instituted against **us** upon this Policy, **we** will abide by the final decision of such court or of any appellate court in the event of any appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefor, **we** hereby designate the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, or his or her successors in office, as our true and lawful attorney upon whom may be served any lawful process in any action or suit instituted by **you** or on **your** behalf or any beneficiary hereunder arising out of this Policy of insurance, and hereby designates the above named Counsel as the person to whom the said officer is authorized to mail such process or a true copy thereof.

XI. AUTOMATIC LIMITED REPORTING PERIOD

- A. **You** shall have an automatic limited reporting period of sixty (60) days, starting with the end of the **policy period**, during which **claims** arising out of **wrongful acts, occurrences, or personal injury** offenses may be first made or brought.
- B. This automatic limited reporting period shall not extend the **policy period** or change the scope of coverage provided. **We** shall consider any **claim** first made or **suit** brought during the automatic limited reporting period to have been made on the last date on which this Policy is in effect.

- C. The automatic limited reporting period shall apply only if this insurance is canceled or not renewed for any reason.
- D. The automatic limited reporting period, however, shall not apply to **claims** if other insurance **you** buy covers them or would cover them if its limits of insurance had not been exhausted.
- E. The Limits of Insurance that apply at the end of the **policy period** are not renewed or increased for **claims** first made or suits first brought during the automatic limited reporting period.

XII. OPTIONAL EXTENDED REPORTING PERIOD

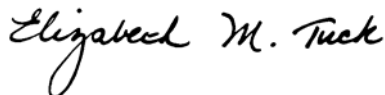
- A. If **you** or **we** cancel or do not renew this Policy, **you** have the right to buy an unlimited reporting endorsement. **You** do not have this right if **we** cancel for non-payment of premium.
- B. The endorsement applies only to covered **claims** from a **wrongful act, occurrence** or **personal injury** offense, which takes place on or after the **retroactive date** and before the end of the **policy period**. The **claim** must first be made against **you** and reported to **us** in writing after the **policy period** and before the end of the optional reporting period.
- C. To obtain this reporting endorsement **you** must request it in writing within 60 days after the **policy period** ends and pay the premium when due. If **you** do so, **we** can not cancel the endorsement. If **we** don't receive the written request and payment as required, **you** may not exercise this right at a later date. If **you** cancel the endorsement, there will be no return premium.
- D. If **you**:
 - 1. Die;
 - 2. Become permanently disabled so **you** cannot continue **your** practice as a **podiatric physician**; or
 - 3. Retire permanently and totally from **your** practice and have been insured on a claims-made basis with a member company of the American International Group, Inc. for a period of five (5) or more consecutive years,

we will not charge a premium for the extended reporting endorsement. **You**, the executor or administrator of **your** estate or a family member, must make the written request for the reporting endorsement as explained above, and provide **us** with reasonable proof of death, permanent disability or permanent retirement.

Any change in premium or terms from this Policy shall not be considered a refusal to renew.

The purchase of an Optional Reporting Endorsement does not increase the aggregate Limit of Insurance described in Section V. of this Policy.

By signing below, the President and the Secretary of the Insurer agree on behalf of the Insurer to all the terms of this Policy.



Secretary



President

This Policy shall not be valid unless signed at the time of issuance by an authorized representative of the Insurer, either below or on the Declarations page of the policy.

Authorized Representative