



HEALTHCARE PROVIDERS SERVICE
ORGANIZATION PURCHASING GROUP



Certificate of Insurance
OCCURRENCE PROFESSIONAL LIABILITY POLICY FORM

Print Date: 7/26/2022

The application for the Policy and any and all supplementary information, materials, and statements submitted therewith shall be maintained on file by us or our Program Administrator and will be deemed attached to and incorporated into the Policy as if physically attached.

PRODUCER	BRANCH	PREFIX	POLICY NUMBER	POLICY PERIOD
018098	970	HPG	0619612816	From: 08/01/22 to 08/01/23 at 12:01 AM Standard Time
Named Insured and Address: University of Memphis- CSD / MSHC 4055 N Park Loop Memphis, TN 38152-4220				Program Administered by: Nurses Service Organization 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034 1-800-986-4627 www.nso.com
Medical Specialty: School Blanket - Healthcare Provider Students			Code: 80998	Insurance Provided by: American Casualty Company of Reading, Pennsylvania 151 N. Franklin Street Chicago, IL 60606

Professional Liability	\$ 1,000,000	each claim	\$ 5,000,000	aggregate
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Your professional liability limits shown above include the following:

- * Personal Injury Liability

Coverage Extensions

Grievance Proceedings	\$ 1,000	per proceeding	\$ 10,000	aggregate
Defendant Expense Benefit			\$ 10,000	aggregate
Deposition Representation	\$ 1,000	per deposition	\$ 5,000	aggregate
Assault	\$ 1,000	per incident	\$ 25,000	aggregate
Medical Payments	\$ 2,000	per person	\$ 100,000	aggregate
First Aid	\$ 500	per incident	\$ 25,000	aggregate
Damage to Property of Others	\$ 250	per incident	\$ 10,000	aggregate

General Liability

General Liability	\$1,000,000	each claim / \$3,000,000	aggregate
Fire & Water Legal Liability	Included in the GL limit shown above	subject to \$250,000	aggregate sublimit

Total \$ 1,565.00

Base Premium \$1,565.00

Policy Forms and Endorsements (Please see attached list of policy forms and endorsements)

Chairman of the Board

Secretary

Keep this Certificate of Insurance in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. To activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

Coverage Change Date:

CNA93692 (11-2018)

Endorsement Date:

Master Policy: 188711433

POLICY FORMS & ENDORSEMENTS

The following are the policy forms and endorsements that apply to your current professional liability policy.

COMMON POLICY FORMS & ENDORSEMENTS

FORM #	FORM NAME
G-144918-A (01-03)	School Blanket Occurrence Form
CNA79561 (10-14)	Distribution or Recording of Material or Information in Violation of Law Exclusion Endorsement
G-144931-A41 (01-03)	Cancellation & Non-Renewal Endorsement
G-144932-A41 (01-03)	State Provisions - Other Insurance and Risk Transfer Arrangements
G-145184-A (06-03)	Policyholder Notice - OFAC Compliance Notice
G-147292-A (03-04)	Policyholder Notice - Silica, Mold & Asbestos Disclosure
CNA81753 (03-15)	Coverage & Cap on Losses from Certified Acts Terrorism
CNA81758 (01-21)	Notice - Offer of Terrorism Coverage & Disclosure of Premium
CNA82011 (04-15)	Related Claims Endorsement
CNA81594 (04-15)	General Liability Form

PLEASE REFER TO YOUR CERTIFICATE OF INSURANCE FOR THE POLICY FORMS & ENDORSEMENTS SPECIFIC TO YOUR STATE AND YOUR POLICY PERIOD.

For NJ residents: The PLIGA surcharge shown on the Certificate of Insurance is the NJ Property & Liability Insurance Guaranty Association.

For KY residents: The Surcharge shown on the Certificate of Insurance is the KY Firefighters and Law Enforcement Foundation Program Fund and the Local Tax is the KY Local Government Premium Tax. As required by 806 Ky. Admin Regs. 2:100, this Notice is to advise you that a surcharge has been applied to your insurance premium and is separately itemized on the Declarations page or billing instrument attached to your policy, as required KRS. §136.392.

For WV residents: The surcharge shown on the Certificate of Insurance is the WV Premium Surcharge.

For FL residents: The FIGA Assessment shown on the Certificate of Insurance is the FL Insurance Guaranty Association - 2022 Regular Assessment.

Form #:CNA93692 (11-2018)

Named Insured: University of Memphis- CSD / MSHC

Master Policy #: 188711433

Policy #: 0619612816



**SCHOOL POLICY
FOR HEALTHCARE PROVIDER STUDENTS**

OCCURRENCE

THIS IS AN OCCURRENCE POLICY AND, SUBJECT TO ITS PROVISIONS, APPLIES ONLY TO THOSE CLAIMS WHICH ARE THE RESULT OF MEDICAL INCIDENTS THAT OCCURRED ON OR AFTER THE EFFECTIVE DATE OF COVERAGE, AND BEFORE THE EXPIRATION DATE STATED ON THE CERTIFICATE OF INSURANCE. CLAIM EXPENSES SHALL BE IN ADDITION TO THE LIMIT OF LIABILITY.

"We" are the stock insurance company designated on the **certificate of insurance**. In consideration of the premium charged, and in reliance upon all statements made and information furnished to us, and subject to the provisions of this Policy, we agree that:

I. COVERAGE AGREEMENT

Coverage under any of the following coverage agreements apply only to acts, errors or omissions, including **medical incidents** or **personal injury**, which occurred on or after the effective date of coverage, and before the expiration date of the **policy period** stated on the **certificate of insurance**.

In addition to the limit of liability, we will also pay **claim expenses**.

A. PROFESSIONAL LIABILITY

We will pay all amounts, up to the Professional Liability limit of liability stated on the **certificate of insurance**, that **you** become legally obligated to pay as **damages** as a result of a **professional liability claim** arising out of a **medical incident** in the rendering of **professional services** by **you** or by someone for whose **professional services you** are legally responsible.

We will also pay all amounts, up to the Professional Liability limit of liability as stated on the **certificate of insurance**, that the **named insured** becomes legally obligated to pay as **damages**, but only as respects the **named insured's** liability for **your medical incidents** and solely to the extent that:

1. a **professional liability claim** is made against **you** and the **named insured**; and
2. in any ensuing litigation arising out of such **professional liability claim**, **you** and the **named insured** remain as co-defendants.

In no event is there any coverage provided under this Policy for a **medical incident** that is the direct liability of the **named insured**.

B. PERSONAL INJURY LIABILITY

We will pay all amounts, up to the **Personal Injury** Liability limit of liability stated on the **certificate of insurance**, that **you** become legally obligated to pay as **damages** as a result of a **personal injury claim** arising out of **personal injury**.

II. COVERAGE EXTENSIONS

Although payment does not arise from **claims**, we will pay amounts provided by these Coverage Extensions as follows:

A. GRIEVANCE PROCEEDINGS

We will pay **you** up to the **Grievance Proceedings** limit of liability stated on the **certificate of insurance**, for attorney fees incurred by **you**, for **your** investigation and defense of a **grievance proceeding**. **Notice** of such **grievance proceeding** must:

1. arise from a **medical incident** and must have occurred on or after the effective date and on or before the expiration date of the **policy period** stated on the **certificate of insurance**; and
2. be made to **you** by the **named insured**.

In no event shall the amount payable hereunder exceed the per proceeding and aggregate **grievance proceedings** limits of liability shown on the **certificate of insurance** regardless of the number of **you** or the number of such proceedings.

The amount payable for attorney fees will not exceed \$150 per hour.

You have the right to select **your** legal defense counsel, but only for the purpose of **your** defense of a covered **grievance proceeding** under this Coverage Extension.

B. DEFENDANT EXPENSE BENEFIT

We will pay **you** or the **named insured** up to the Defendant Expense Benefit limit of liability stated on the **certificate of insurance**, for all **covered expenses** incurred by **you** or the **named insured** as a result of a covered **claim**.

These amounts must result from **you** or the **named insured** being required by us or by the defense attorney we designate, to attend a trial, hearing or proceeding. In no event shall the amount payable hereunder exceed the aggregate Defendant Expense Benefit limits of liability shown on the **certificate of insurance** regardless of the number of **you** or the number of such proceedings.

C. DEPOSITION REPRESENTATION

We will pay up to the Deposition Representation limit of liability stated on the **certificate of insurance**, for attorney fees, charged by an attorney we designate, to prepare **you** for deposition provided:

1. **you** receive a subpoena, during the **policy period**, for documents or testimony arising out of **professional services**;
2. **you** provide us with a copy of the subpoena;
3. the subpoena arises out of a lawsuit to which **you** are not a party; and
4. **you** have not been engaged to provide advice or testimony in connection with the lawsuit, nor have **you** provided such advice or testimony in the past.

Any notice **you** give us of such subpoena shall be deemed notification of a potential **claim** under the **DUTIES IN THE EVENT OF A CLAIM** section of this Coverage Part.

D. ASSAULT

We will pay **you** up to the **Assault** limit of liability stated on the **certificate of insurance**, for:

1. medical expenses **you** incur, for **injury to you**; or
2. reimbursement for **property damage to your personal property** resulting from an **assault** on **you** at the **insured location**, provided that:
 1. such **assault** occurs during the **policy period**;

2. **you**, or someone acting on **your** behalf, give us written proof of **claim** and as soon as practicable, under oath if required, and execute authorizations to allow us to obtain copies of all medical documents relating to such **assault**; and
3. **you** submit to physical examination by a physician(s) selected by us when, and as often as, we may reasonably require.

This coverage does not apply to **property damage** to any mode of transportation used by **you** or **property damage** to any business or **personal property** owned, leased or rented by any other person or business enterprise while in **your** possession.

This coverage does not apply to any **personal property** lost or stolen during an **assault** on **you**.

E. MEDICAL PAYMENTS

We will pay up to the Medical Payments limit of liability stated on the **certificate of insurance**, regardless of fault, for necessary medical expenses caused by an incident, other than a **medical incident**, provided that:

1. the incident occurs during the **policy period**;
2. the expenses are incurred or medically ascertained within a three (3) year period from the date of the incident;
3. the incident results in **injury** to a person other than **you**, while such person is:
 - a. at the **insured location** with the permission of the **named insured**; or
 - b. away from the **insured location** provided that the **injury** arises out of a condition at the **insured location**;
4. the injured person(s), or someone acting on their behalf gives us written proof of **claim** and as soon as practicable, under oath if required, and execute authorizations to allow us to obtain copies of all medical documents relating to such **injury**;
5. the injured person submits to physical examination by a physician(s) selected by us when, and as often as, we may reasonably require; and
6. **you** are not the injured party.

F. FIRST AID

We will pay **you** up to the First Aid limit of liability stated on the **certificate of insurance**, amounts for which **you** voluntarily make payment or incur for first aid rendered to a person, other than **you**, as a result of **injury** caused by an incident, other than a **medical incident**, that occurs during the **policy period** and that **you** promptly report to us. The first aid must be provided within a 48-hour period after the **injury** occurred.

G. DAMAGE TO PROPERTY OF OTHERS

We will pay up to the Damage to Property of Others limit of liability stated on the **certificate of insurance**, for **property damage** that occurs during the **policy period** and is caused by **you** to the property of others provided such **property damage**:

1. was not caused intentionally; and
2. occurred only at the **insured location**.

Within sixty (60) days from the date of **property damage**, **you** must submit a sworn statement of such loss to us. **You** must also exhibit the damaged or destroyed property if such property is in **your** possession or control.

III. DEFENSE AND SETTLEMENT

We have the right and duty to defend any **claim** that is a **professional liability claim** or **personal injury claim**. We will:

- A. do this even if any of the charges of such **claim** are groundless, false or fraudulent; and
- B. investigate and settle any **claim**, as we feel appropriate.

Our payment of the applicable limit of liability ends our duty to defend or settle. We have no duty to defend any **claims** not covered by this Policy.

IV. DEFINITIONS

For purposes of this Coverage Part only, words in bold have the meaning set forth below:

“Application” means all signed **applications** and any attachments thereto for this Policy and for any Policy in an uninterrupted series of policies issued by us, or one of our affiliated companies, or any predecessors of ours or their affiliated companies for which this Policy is a renewal or replacement and any materials submitted with such **applications**, which shall be maintained on file by us, and be deemed to be attached hereto as if physically attached.

“Asbestos” means the mineral in any form whether or not the **asbestos** was at any time:

1. airborne as a fiber, particle or dust;
2. contained in or formed a part of a product, structure or other real or personal property;
3. carried on clothing;
4. inhaled or ingested; or
5. transmitted by any other means.

“Assault” means any willful attempt to inflict physical harm on **you** by another, which results in **injury** or **property damage**.

“Auto” means a land motor vehicle, trailer or semi-trailer designed for use on public roads. Any attached apparatus or machinery is included. Mobile equipment is not included.

“Certificate of Insurance” means the page of the Policy, containing specific information about the **named insured**, including, but not limited to its **policy period**, limits of liability, premium, endorsements and Policy number.

“Claim” means a demand for money or services alleging **injury** or **property damage**. **Claim** also means the filing of a suit or the starting of arbitration proceedings naming **you** and alleging **injury** or **property damage**

“Claim Expenses” means:

1. fees charged by an attorney we designate; and
2. all other fees, costs and expenses which result from the investigation, adjustment, defense and appeal of a **claim**.

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

“Claim Expenses” does not include:

1. salary charges of our regular **employees** or company officials; or
2. fees and expenses of independent adjusters.
3. Interest on any amount above the **named insured’s** limit of liability.

“Covered Expenses” means only expenses for travel, food, lodging, and wage loss. **You** must provide us with written documentation containing sufficient information and detail to identify **you**, the time, place and circumstances that resulted in such expenses. **You** must also identify the court and all parties to the action before the court.

“Curriculum” means a course or group of related courses of study offered by the **named insured** to **students** seeking a professional designation or a refresher course for healthcare providers, as listed on the **application** or amended by endorsement.

“Damages” means judgments, awards and settlements **you** or the **named insured** are legally obligated to pay because of a covered **claim** provided any settlement is made with our prior written consent.

“Damages” does not include:

1. the return or restitution of fees, expenses or costs;
2. the return or restitution of government payments imposed directly upon **you**;
3. civil or criminal fines, sanctions, penalties or forfeitures, whether pursuant to law, statute, regulation or court rule;
4. the multiplied portion of multiplied awards;
5. injunctive or declaratory relief;
6. punitive or exemplary amounts; or
7. plaintiff's attorneys fees associated with any of the above.

“Employee” means an individual whose work is engaged and directed by the **named insured**.

“Faculty and Advisors” means individuals who train, advise or supervise **students** in the healthcare **curriculum** of the **named insured**.

“Family Member” means any person related to **you** by blood, marriage or adoption, whether or not living in **your** residence, including wards and foster children. It also means any person not related to **you** who is residing in **your** home.

“Grievance Proceeding” means a hearing or professional review arising from a **medical incident** conducted by the **named insured**.

“Grievance Proceeding” does not mean a complaint from the State Board of Medical Practice or State Licensing Board or any matters involving **your** license protection.

“Hazardous Properties” means any radioactive, toxic or explosive properties.

“Hostile Fire” means one that becomes uncontrollable or breaks out from where it was intended to be.

“Injury” means bodily **injury**, sickness, disease, mental or emotional distress sustained by a person, or death.

“Insured Location” means that part of any premises, structures, or grounds used by **you** in the course of participation in the **curriculum**, and used at the direction and permission of the **named insured**.

“Medical Incident” means any act, error or omission in **your** providing of **professional services** which results in **injury** or **property damage**. **Medical incident** does not include **personal injury**.

“Named Insured” means the school named on the **certificate of insurance**.

“Notice” means the official documentation **you** receive from the **named insured** which initiates a **grievance proceeding**.

“Nuclear Facility” means:

1. any **nuclear reactor**;
2. any equipment or device designed or used for:
 - a. separating the isotopes of uranium or plutonium,
 - b. processing or utilizing **spent fuel**, or
 - c. handling, processing or packaging **waste**;
3. any equipment or device used for the processing, fabricating or alloying of special **nuclear material** if at any time the total amount of such material in the **named insured’s** custody at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
4. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**; or
5. any site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

“Nuclear Material” means “byproduct material”, “source material”, and/or “special nuclear material” as defined in the Atomic Energy Act of 1954 and any of its amendments.

“Nuclear Reactor” means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to **property damage** to or destruction of property, the word **property damage** or destruction includes all forms of radioactive contamination of property or loss of use.

“Personal Injury” means **injury** arising out of one or more of the following offenses committed in the conduct of **your professional services**:

1. testimony given at or arising out of inquests;
2. malicious prosecution;
3. false arrest, detention, imprisonment, wrongful entry or eviction or other invasion of the right of private occupancy;
4. libel, slander or other disparaging materials;
5. a violation of an individual’s or entity’s right to privacy;
6. **assault**, battery, mental anguish, mental shock or humiliation;
7. misappropriation of advertising ideas, trade secrets, or style of doing business; or
8. infringement of patent, copyright, trademark, trade name, trade dress, service mark, service name, logo, title or slogan.

“Personal Injury Claim” means a **claim** arising out of **personal injury**.

“Personal Property” means those items owned and used by **you** in the **curriculum** of the **named insured**.

“Policy Period” means the time from 12:01 A.M. on the inception date of this Policy to the earlier of 12:01 A.M. of the expiration, termination or cancellation date of this Policy. All times are determined by the **named insured’s** address as set forth in the **certificate of insurance**.

“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** do not mean heat, smoke or fumes from a **hostile fire**.

"Professional Liability Claim" means a **claim** arising out of a **medical incident**.

"Professional Services" means:

1. the furnishing of healthcare services, including the furnishing of food, beverages, medications or appliances in connection with such services, and the post-mortem handling of human bodies by a **student**; or
2. the training, advising or supervising of **students** by **faculty and advisors**.

"Professional Services" does not mean:

1. providing healthcare services as a licensed, certified, accredited, trained or qualified healthcare provider, except as noted above; or
2. services as a member of a formal accreditation, standards review, or similar professional board or committee, including the directives of such board or committee.

"Property Damage" means:

1. physical **injury** to tangible property, including all resulting loss of use of that property; or
2. loss of use of tangible property that is not physically injured.

"Related Claim" means all **claims** arising out of a single act, error or omission or arising out of **related acts, errors or omissions** in the rendering of **professional services**.

"Related acts, errors or omissions" mean all acts, errors or omissions in the rendering of **professional services** or placement services that are logically or causally connected by any common fact, circumstance, situation, transaction, event, advice or decision.

"Spent Fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**.

"Student" means an individual who:

1. is enrolled and engaged in the healthcare **curriculum** of the **named insured** with the intent of receiving a professional designation;
2. has graduated from the **named insured** within the past six (6) months and is a candidate for certification and/or licensing as a healthcare provider; or
3. has already received a professional designation, but is enrolled and engaged in healthcare provider refresher courses with the **named insured**.

"Waste" means any product containing **nuclear material** other than the tailings produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **nuclear material** content; or resulting from the operation by any entity of any **nuclear facility** included under the first two paragraphs of the definition of **nuclear facility**.

"You" or **"Your"** means:

1. a **student**; or
2. the **faculty and advisors**.

V. EXCLUSIONS

We will not defend any **claim** for, or pay any amounts, **damages** or **claim expenses**, based on, arising out of, or related to:

- A. **injury** to: an **employee** of the **faculty and advisors** or the **named insured** arising out of and in the course of employment by the **faculty and advisors** or the **named insured**; or
 1. a family member of that employee as a consequence of 1 above; or your family member;

This exclusion applies:

1. whether the **faculty and advisors** or the **named insured** may be liable as an employer or in any other capacity; or
 2. to any obligation to share amounts with or repay someone else who must pay amounts because of the **injury**;
- B. any unemployment, workers' compensation, disability benefits, or other similar law;
- C. any of **your** acts, errors or omissions in any professional capacity except that of a **student or faculty and advisors** .
- D. any **curriculum** other than that which is indicated on the **application**.
- E. any liability that the **you** or the **named insured** assume under any contract or agreement. This exclusion does not apply to:
1. liability **you** or the **named insured** assumes under a contract with a Health Maintenance Organization, Preferred Provider Organization, Independent Practice Association, or any other similar organization; but only for such liability as is attributable to **your** alleged negligence; or
 2. a warranty of fitness or quality of any therapeutic agents or supplies **you** or the **named insured** have furnished or supplied in connection with treatment **you** have performed;
- F. any liability **you** or the **named insured** has for a business or profession, other than that named on the **certificate of insurance**;
- G. a willful violation of a statute, ordinance or regulation imposing criminal penalties. We will defend any civil suit against **you** or the **named insured** seeking amounts, which would be covered if this exclusion did not apply. In such case, we will pay only **claim expenses**;
- H. **injury** or **property damage** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving **you** or the **named insured** owning, using, taking care of, operating, leasing or renting, loading or unloading of patients or property from, transporting patients in, or entrusting to others an **auto**, mobile equipment, watercraft or aircraft, including an **auto**, mobile equipment, watercraft or aircraft which is loaned to **you** or the **named insured** or which is operated for the **named insured** by **you**, including an **auto** owned by **you**.
- I. any **injury**, or **property damage**:
1. with respect to which **you** or the **named insured** are also an insured under a Nuclear Energy Liability Policy issued by:
 - a. Nuclear Energy Liability Insurance Association; or
 - b. Mutual Atomic Energy Liability Underwriters; or
 - c. Nuclear Insurance Association of Canada,or any of their successors, or would be an insured under any such Policy if it had not terminated due to exhaustion of its limits of liability; or
 2. resulting from the **hazardous properties of nuclear material** and with respect to which:
 - a. any person, organization or entity is required to maintain financial protection pursuant to the Atomic Energy Act of 1954 or any of its amendments, or
 - b. **you** or the **named insured** are, or had this Policy not been issued would be, entitled to indemnity from the United States of America or any of its agencies, under any agreement entered into by the United States of America or any of its agencies with any person, organization or entity;
 3. resulting from the **hazardous properties of nuclear material** if:
 - a. the **nuclear material**:
 - i) is at any **nuclear facility** owned or operated by or on behalf of **you** or the **named insured**; or

- ii) has been discharged or dispersed therefrom; or
 - iii) is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of **you** or the **named insured**;
- b. the **injury** or destruction arises out of the furnishing by **you** or the **named insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**. If such facility is within the United States of America, its territories, possessions or Canada, this subparagraph 3.b. applies only to **injury** to or destruction of property at such **nuclear facility**.
- J. liability resulting from **professional services** **you** provide while **your** license or certification to practice is suspended, revoked, or no longer valid;
- K. **injury** or **property damage** **you** or the **named insured** expected or intended, or which a reasonable person would have expected. This exclusion does not apply to **injury** or **property damage** resulting from the use of reasonable force to protect persons or property;
- L. actual or alleged involvement in any:
 - 1. federal or state anti-trust law violation; or
 - 2. agreement or conspiracy to restrain trade.

This exclusion does not apply to **claims** arising from **your** activity as a member of any committee, panel, or board which provides underwriting or claims advice or recommendations, provided **your** activity is within the scope of the committee's, panel's, or board's established guidelines;
- M. any loss, cost or expense:
 - 1. which would not have happened in whole or in part, but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time; or
 - 2. arising out of any:
 - a. **claim** or suit by or on behalf of a governmental authority for amounts because of testing for, monitoring, cleaning up, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**; or
 - b. request, demand or order that **you**, the **named insured**, or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effect of **pollutants**;
- N. any **claim** arising out of any act, error or omission, including a **medical incident** or **personal injury**, that happened before the effective date of this Policy;
- O. any **property damage** to, or loss of use of, tangible property unless caused by a **medical incident** during the **policy period**;
- P. any direct or consequential **injury** or **property damage** arising out of any:
 - 1. refusal to employ; or
 - 2. termination of employment; or
 - 3. coercion, demotion, reassignment, defamation, harassment, humiliation, discrimination or other employment related practices, policies, acts or omissions;
- Q. any act of sexual intimacy, sexual molestation or sexual **assault**. We shall provide **you** or the **named insured** with a defense of such **claim** unless or until such act has been determined to have occurred, by any trial verdict, court ruling, regulatory ruling or legal admission, whether appealed or not. Such defense will not waive any of our rights under this Policy. Criminal proceedings are not covered under this Policy regardless of the allegations made against **you** or the **named insured**;
- R. any loss, cost or expense arising out of, relating to, or involving the actual, alleged or threatened exposure at any time to **asbestos**; or that may be awarded or incurred:
 - 1. by reason of a **claim** or suit relating to **asbestos**; or

2. in complying with a governmental directive or request to test for, monitor, clean up, remove, contain, or dispose of **asbestos**.

VI. LIMIT OF LIABILITY

A. Each **Claim**

Our limits of liability for **damages** for each **claim** shall not exceed the amount stated on the **certificate of insurance** as applicable to “each **claim**”.

B. Aggregate

Subject to provision A. above, our limits of liability for **damages** for all **claims** in the aggregate shall not exceed the amount stated on the **certificate of insurance** as applicable to “all **claims** in the aggregate”.

C. **Claim Expenses**

Claim expenses are in addition to our limits of liability.

D. Multiple Insureds, **Claims** and Claimants

The limits of liability shown on the **certificate of insurance** is the maximum amount we will pay regardless of the number of **you** insured under this Coverage Part, **claims** made or persons or entities making **claims**.

E. **Related Claims**

If **related claims** are made against **you**, all such **related claims** shall be considered a single **claim**, and the limits of liability shall be the limits applicable to the policy period in force when the act, error or omission, or earliest of **related acts, errors or omissions**, occurred.

VII. DUTIES IN THE EVENT OF A CLAIM

The **named insured** must notify us, or our program administrator, in writing, as soon as practicable, of any act, error or omission, including **medical incidents**, that may result in a **claim**. To the extent possible, notice should include:

- A. How, when and where such act, error or omission or **claim** took place;
- B. The names and addresses of any injured persons or witnesses; and
- C. The nature and location of any **injury** or **property damage** arising out of such act, error or omission or **claim**.

VIII. GENERAL CONDITIONS

A. DUTIES AS THE NAMED INSURED ON THE CERTIFICATE OF INSURANCE

The **named insured**, on behalf of all of **you**, will be:

1. authorized to make changes in the terms of this Policy with our consent;
2. the payee of any premiums we refund;
3. responsible for:
 - a. the payment of all premiums due;
 - b. keeping records of the information we need for premium computation, and sending us copies at such times as we may request;
 - c. notifying us that the **named insured** wants to cancel this Policy.

B. ASSISTANCE AND COOPERATION

In the event of a **claim**, **you** and the **named insured** shall:

1. fully cooperate with us, or our designee, in the making of settlements, the conduct of suits or other proceedings, enforcing any right of contribution or indemnity against another who may be liable to **you** because of **injury** or **property damage**;
2. attend hearings, deposition and trials, assist in securing and giving of evidence, and assist in obtaining the attendance of witnesses;
3. refuse, except at **your** own cost to voluntarily make any payment, assume any obligation or incur any expense without our written consent.

C. SEPARATION OF INSURED

This Policy applies separately to each of **you** and the **named insured** against whom a **claim** is brought except with respect to:

1. the limits of liability; and
2. any of **your** duties as the **named insured** on the **certificate of insurance**.

D. CHANGES

Notice to any person, other than our program administrator, or knowledge possessed by such person, shall not act as a waiver or change any part of this Policy. It also will not prevent us from asserting any rights under the provisions of this Policy. None of the provisions of this Policy will be waived, changed or modified except by written endorsement issued to form a part of this Policy.

At some time, we may make changes in our insurance Policy forms. Where appropriate, these changes must conform to and be filed with state insurance supervisory authorities for approval. If, during the **policy period**, we make a Policy change that extends or broadens coverage, without increasing premium, coverage will automatically include such extension or broadening, on the effective date the change is approved in the **named insured's** state, except that this will not apply to **claims** that were reported to us prior to the effective date of such revision.

E. TRANSFER OF INTEREST

You and the **named insured** must first obtain our written consent to transfer or assign this Policy. If **you** die, the Policy will continue for the remaining part of the **policy period**; first, for the benefit of **your** legal representative while acting within their duties as such, and second, for the benefit of anyone having proper temporary custody of **your** property until a legal representative is appointed.

F. CONCEALMENT, MISREPRESENTATION, FRAUD

This Policy is void in any case of fraud by **you** or the **named insured** relating to it. It is also void if **you** or the **named insured** intentionally conceal or misrepresent a material fact or circumstance concerning:

1. this Policy;
2. any covered property or **your** interest in the covered property; or
3. this insurance.

G. OTHER INSURANCE AND RISK TRANSFER ARRANGEMENTS

If there is any other insurance Policy or risk transfer instrument, including but not limited to, self-insured retentions, deductibles or other alternative arrangements ("other insurance"), that applies to any amount payable under this Policy, such other insurance must pay first. It is the intent of this Policy to apply only to the amounts covered under this Policy which exceed the available limit of all deductibles, limits of liability or self-insured amounts of the other insurance, whether primary, contributory, excess, contingent, or otherwise. This insurance will not contribute with any other insurance. In no event will we pay more than our limit of liability.

These provisions do not apply to other insurance written as specific excess insurance over the limits of liability of this policy.

H. INSURANCE UNDER MORE THAN ONE COVERAGE

If more than one of this Policy's coverages apply to the same **injury** or **property damage**, we will not pay more than the limit of liability of the Coverage Part most applicable to the type of **injury** or **property damage** sustained, or the actual amount of the **injury** or **property damage**, whichever is less.

I. TRANSFER OF RIGHTS OF RECOVERY

If any of **you** for whom we make payment under this Policy have rights to recover amounts from another, those rights are transferred to us to the extent of our payment. **You** or the **named insured** must do everything necessary to secure our rights and must do nothing after **injury** or **property damage** to impair them.

J. LEGAL ACTION LIMITATION

You or the **named insured** may not bring any legal action against us concerning this Policy until:

1. **you** or the **named insured** have fully complied with all the provisions of this Policy; and
2. the amount of the **named insured** or **your** obligation to pay has been decided. Such amount can be set by judgment against **you** or the **named insured** after actual trial or by written agreement between **you**, the **named insured**, the claimant and us.

Any entity, or their legal representative, is entitled to recover under this Policy after they have secured a judgment or written agreement. Recovery is limited to the extent of the insurance afforded by this Policy. No entity has any right under this Policy to include us in any action against **you** or the **named insured** to determine the **named insured** or **your** liability, nor will we be brought into such an action by **you** or **your** or the **named insured's** representative. If **you** or **your** estate or the **named insured** becomes bankrupt or insolvent, it does not change any of our obligations under this Policy.

K. PREMIUM

All premium charges under this Policy will be computed according to our rules and rating plans that apply at the inception of the current **policy period**. All premiums are fixed and payable when due. They may be paid to us or our program administrator. The first premium is due on the inception date of the Policy. We compute the premium the **named insured** pays for this Policy using information available prior to the effective date of the Policy.

L. NON-RENEWAL/CANCELLATION

This Policy may be non-renewed or cancelled by us in accordance with requirements specified by the **named insured's** state insurance supervisory authorities and attached by amendatory endorsement to this Policy.

The **named insured** can cancel this Policy at any time. To do so, such **named insured** must mail a written notice to us, telling us when the cancellation is to be effective.

M. RIGHT TO CLAIM INFORMATION

Upon the written request of the **named insured**, we will provide the **named insured** with the following information relating to this and any preceding Policy we have issued to the **named insured** during the previous three years:

1. A list or other record of each **claim**, not previously reported to any other insurer, of which we were notified in accordance with these Policy Conditions. We will include the date and brief description of the **claim** if that information was in the notice we received.
2. A summary by Policy year, of **claim** status and payments made, stated separately, for each Aggregate Limit of Liability shown on the **certificate of insurance**.

The **named insured** must not disclose this information to any claimant or their representative without our written consent.

We compile **claim** information for our own business purposes and exercise reasonable care in doing so. In providing this information to the **named insured**, we and our program administrator make no

representations or warranties to insureds, insurers, or others to whom this information is furnished by or on the **named insured's** behalf. Cancellation or non-renewal will be effective even if we inadvertently provide inaccurate information.

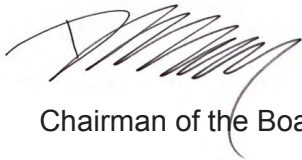
N. TERRITORY

This Policy applies to **claims** brought against **you** or the **named insured** in the United States of America, including its territories and possessions, Puerto Rico or Canada.

O. HEADINGS

The descriptions in the headings and subheadings of this Policy are solely for convenience, and form no part of the terms and conditions of coverage.

IN WITNESS WHEREOF, we have caused this Policy to be executed by our Chairperson and Secretary, but this Policy shall not be binding upon us unless completed by the attachment of the **Certificate of Insurance** and payment of the applicable premium.



Chairman of the Board



Secretary



SCHOOL POLICY FOR HEALTHCARE PROVIDER STUDENTS DISTRIBUTION OR RECORDING OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION ENDORSEMENT

This endorsement modifies coverage provided under the **SCHOOL POLICY FOR HEALTHCARE PROVIDER STUDENTS**.

The section entitled **EXCLUSIONS** is amended with the addition of the following new exclusion:

We will not defend any **claim** for, or pay any amounts, **damages** or **claim expenses**, based on, arising out of, or related to:

- any actual or alleged violation of:
 - A. the Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
 - B. the CAN-SPAM Act of 2003, including any amendment of or addition to such law;
 - C. the Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA);
 - D. any statute, ordinance, regulation or law other than the TCPA, CAN-SPAM Act of 2003, or FCRA, including FACTA, and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information; or
 - E. any statute, ordinance, regulation or law which prohibits or limits the conversion or consumption of another's tangible property or electronic assets. For the purpose of this provision, electronic assets include but are not limited to minute allowances, text message allowances, and other electronic consumables.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

SCHOOL POLICY FOR HEALTHCARE PROVIDER STUDENTS

CANCELLATION AND NON-RENEWAL ENDORSEMENT

STATE OF TENNESSEE

It is hereby agreed that Section VIII. GENERAL CONDITIONS, paragraph L. NON-RENEWAL/CANCELLATION is deleted in its entirety and replaced with the following:

L. CANCELLATION AND NON-RENEWAL

1. Cancellation by the **named insured**

The **named insured** has the right to cancel this Policy at any time by giving notice to us stating when thereafter the cancellation shall be effective. If the Policy is so canceled, earned premium shall be computed pro rata.

2. Cancellation by us

We have the right to cancel this Policy at any time and for any reason within the first sixty (60) days. We must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation.

After this Policy has been in effect for sixty (60) days or more, it may be canceled only for one of the following reasons:

- a. Nonpayment;
- b. Misrepresentation or fraud;
- c. Violation or breach of policy conditions;
- d. Conviction of the insured of a crime that increases hazard insured against;
- e. Failure to comply with written loss control recommendations;
- f. Material change in the risk;
- g. Determination by the Commissioner that continuation of a policy would jeopardize a company's solvency or place it in violation of the law.
- h. Such other reasons approved by the commissioner.

We must mail notice of cancellation at least thirty (30) days prior to the effective date of such cancellation. If we cancel for non-payment of premium, we must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation.

3. Non-Renewal by us

We have the right to non-renew this Policy effective on any policy anniversary date. All notices of non-renewal must be mailed to the **named insured** at the last mailing address known to us, at least sixty (60) days prior to the effective date of non-renewal and shall provide a specific explanation of the reason(s) for non-renewal.

This endorsement is a part of the policy and takes effect on the effective date of the policy, unless another effective date is shown below. All other provisions of the policy remain unchanged.

Must Be Completed	
ENDT. NO.	POLICY NO.
01	0619612816

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT
University of Memphis - CSD / MSHC	

SCHOOL POLICY FOR HEALTHCARE PROVIDER STUDENTS

TENNESSEE AMENDATORY CHANGES

It is hereby agreed that under Section **IV. DEFINITIONS**, the definition of **Damages** is deleted in its entirety and replaced as follows:

"Damages" means judgments, awards and settlements **you** or the **named insured** is legally obligated to pay because of a covered **claim** provided any settlement is made with our prior consent.

"Damages" does not include:

1. the return or restitution of fees, expenses or costs;
2. the return or restitution of government payments imposed directly upon **you**;
3. injunctive or declaratory relief;
4. plaintiff's attorneys fees associated with any of the above

This endorsement is a part of the policy and takes effect on the effective date the policy, unless another effective date is shown below. All other provisions of the policy remain unchanged.

<i>Must Be Completed</i>	
ENDT. NO.	POLICY NO.
1	0619612816

<i>Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy</i>	
ISSUED TO	ENDORSSEMENT EFFECTIVE DATE
University of Memphis - CSD / MSHC	

