

SCHEDULE B

Effective date of this Endorsement: 01-Oct-2015

This Endorsement is attached to and forms a part of Policy Number: W13009150401

Syndicates 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or the "Underwriters"

FRONT PAGE TO POLICY

IMPORTANT NOTICE – FLORIDA

SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

This insurance is pursuant to the Florida Surplus Lines law. Persons insured by surplus lines carried do not have the protection of the Florida Insurance Guarantee Act to the extent of any right of recovery for the obligation of insolvent unlicensed insurer.

DECLARATIONS

Policy Number: W13009150401
Authority Reference: B6012BUSANMSL1501
Underwriters: Syndicates 2623/623 at Lloyd's

Attaching to and forming a part of:

MISCELLANEOUS MEDICAL PROFESSIONAL LIABILITY CLAIMS MADE AND REPORTED INSURANCE

This Insurance is effected with Certain
UNDERWRITERS AT LLOYD'S OF LONDON (not incorporated).

**THIS IS A CLAIMS MADE AND REPORTED POLICY.
PLEASE READ CAREFULLY.**

Item 1 Named Insured: Jon R. Thogmartin, M.D., P.A.

Address: 10900 Ulmerton Road
Largo, FL 33778

Item 2 Policy Period:

Inception: 01 October 2015
Termination: 01 October 2016

FL SURPLUS LINES AGENT NOTICE	
Surplus Lines Agent- Eric Shapiro	
License #- E158590	
1408 N. Westshore Blvd, Suite 810	
Tampa, FL 33607	
Producer Contact- Bouchard Insurance	
City- Ft.Myers, FL	
File No. W13009150401	Quarter
Premium: 31,878.00	Tax 1,585.65
Service Fee 55.85	Policy Fee 35.00
FL Hurricane Fee	EMPA
Agent Countersignature	
	

(both days at 12.01 a.m. local standard time at the address shown in Item 1. above)

Item 3 Limit of Liability:

The total Limit of Liability of the Underwriters, including Damages and Claims Expenses, for all Claims first made against the Insured and reported in writing to the Underwriters during the Policy Period shall not exceed:

- (a) \$1,000,000 Each Claim
- (b) \$3,000,000 Term Aggregate – all coverages combined

Item 4 Deductible:

The Deductible amount shall be separately applicable to each Claim first made against the Insured during the Policy Period and shall apply to Damages and Claims Expenses:

\$25,000 Each Claim without aggregate

Item 5 Premium:

- (a) The premium paid in respect of the entire Policy Period of Insurance
- \$31,878

Plus taxes as applicable, which shall be payable in full at inception of this Insurance as designated in **Item 2** of the Declarations

(b) Extended Reporting Period Premium: See Endorsement E01107082011

Item 6 Retroactive Date:

Coverage shall apply only to those Claims reported pursuant to the terms and conditions of the Policy arising out of Professional Services described herein and performed subsequent to the date below:

01 December 2000

Item 7 Service of Suit:

Service of Suit upon the Underwriter pursuant to Condition XXIII of the Policy may be made upon:

Mendes & Mount, LLP
750 7th Ave #24
New York, NY 10019

Item 8 Notice of Election:

Recipient of Notice of Insured's Cancellation:

Beazley USA Services, Inc.
30 Batterson Park Road
Farmington, Connecticut 06032
Tel: (860) 677-3700
Fax: (860) 679-0247

Recipient of Notice of Insured's intention to purchase Extended Reported Period Coverage and premium for Extended Reporting Period Coverage:

Beazley USA Services, Inc.
30 Batterson Park Road
Farmington, Connecticut 06032
Tel: (860) 677-3700
Fax: (860) 679-0247

Item 9 Notice of Claim:

Recipient of Notice of Insured's Claims or circumstance per Condition XI of the Policy:

Beazley Healthcare Claims
1270 Avenue of the Americas
Suite 1200
New York, NY 10020
Tel: +1 (646) 943 5900
Fax: +1 (646) 378 4039
healthcareclaims@beazley.com

Item 10 Additional Insureds/Scheduled Physicians:

See Endorsement E03211092011

Item 11 Scheduled Professional Services:

Medical Examination, Forensic Pathology Lab, Expert Witness & Expert Consultants, all related services performed by the Medical Examiner Office

Item 12 Endorsements:

1. NMA1256 Nuclear Incident Exclusion Clause-Liability-Direct (Broad) (U.S.A.)
2. NMA1477 Radioactive Contamination Exclusion Clause-Liability-Direct (U.S.A)
3. NMA 2918 War and Terrorism Exclusion Endorsement
4. E00576062012 Asbestos Exclusion
5. E00580062008 Lead Exclusion
6. E00581062008 Silica Exclusion Endorsement
7. E00584062008 Mold Exclusion
8. E00577112009 Amend Consent to Settle Clause
9. E00861122008 Premium Payment Warranty Endorsement
10. E00986012009 Scheduled Additional Insured Endorsement
11. E01013042009 Deceptive Trade Practices Exclusion
12. E01107082011 Bilateral Extended Reporting Period Endorsement
13. E01111042009 HIPAA Endorsement
14. E01122042009 Minimum Earned Premium Endorsement
15. E01757012010 Amend Sexual/Physical Misconduct Exclusion With Sublimit
16. E02155062010 Additional Per Claim Expenses Limit Subject to Aggregate
17. E03211092011 Scheduled Insureds (With Retroactive and Termination Dates)
18. BSLMU05120809FL Important Notice – Florida
19. Schedule2015 Lloyd's Security Schedule

Dated: 01 October 2015

At: 30 Batterson Park Road
Farmington, Connecticut 06032
(the office of the Correspondent)

By: 
Beazley USA Services, Inc (Correspondent)

Effective date of this Endorsement: 01-Oct-2015

This Endorsement is attached to and forms a part of Policy Number: W13009150401

NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD) (U.S.A.)

This endorsement modifies insurance provided under the following:

Beazley Miscellaneous Healthcare

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability),

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause-Liability-Direct (Limited) applies.

This Policy* does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
 - (a) with respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

- (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or by-product material;

"source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means:

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) 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 custody of the insured 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,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "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 injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

* NOTE: As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

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RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE-LIABILITY-DIRECT (U.S.A.)

This endorsement modifies insurance provided under the following:

Beazley Miscellaneous Healthcare

For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause-Liability-Direct) to liability insurances affording worldwide coverage.

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

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WAR AND TERRORISM EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

Beazley Miscellaneous Healthcare

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or
2. any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

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ASBESTOS EXCLUSION

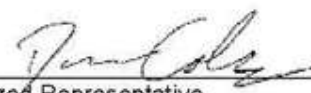
This endorsement modifies insurance provided under the following:

Beazley Miscellaneous Healthcare

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the coverage under this Insurance does not apply to **Damages** and **Claims Expenses** incurred with respect to:

1. any **Claim** arising directly out of, or resulting from or in consequence of, or in any way involving:
 - a. asbestos or any materials containing asbestos in whatever form or quantity;
 - b. the actual, potential, alleged or threatened presence, release or dispersal of any asbestos; or
 - c. any action taken by any party in response to the actual, potential or threatened presence, release or dispersal of any asbestos particles of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such materials containing asbestos.
2. any governmental or regulatory order, requirement, directive, mandate or decree that any party take action in response to the actual, potential, alleged or threatened presence, release or dispersal of any asbestos containing particles of any kind.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

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LEAD EXCLUSION

This endorsement modifies insurance provided under the following:

Beazley Miscellaneous Healthcare

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the Underwriters shall not be liable for **Damages** and **Claims Expenses** incurred with respect to any **Claims** based upon, arising from, or in any way attributable to any product, substance or waste which contains lead.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

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SILICA EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

Beazley Miscellaneous Healthcare

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The coverage under this Policy does not apply to **Damages and Claims Expenses** incurred with respect to **Bodily Injury** and/or **Property Damage** arising out of silica, including but not limited to:
 - A. inhaling, ingesting or physical exposure to silica directly or through any goods, products, structures, real estate or land containing silica;
 - B. the use or presence of silica in any process or operation of any type, including but not limited to construction, manufacturing, sandblasting, cleaning, drilling, farming or mining;
 - C. the use or presence of silica in any goods, products, structures, real estate or land, or any component part of any good, product, structures, real estate or land containing silica;
 - D. the manufacture, sale, transportation, handling, storage, or disposal of silica or any goods, products, structures, real estate or land containing silica;
 - E. disease actually or allegedly caused by, contributed to or aggravated by silica, including but not limited to silicosis, chronic silicosis, accelerated silicosis, acute silicosis, conglomerate silicosis, any auto-immune disorder, tuberculosis, silicoproteinosis; cancer, scleroderma, emphysema, pneumoconiosis, pulmonary fibrosis, progressive massive fibrosis, any lung disease or any other ailment actually or allegedly caused by, contributed to or aggravated by silica;
 - F. any costs of medical or other testing, monitoring or diagnosis arising from or related to any actual, alleged, threatened or feared disease or injury, including any emotional or mental distress, arising in whole or in part, directly or indirectly, out of silica; or
 - G. any cost of investigations, feasibility studies, cleaning, removal or remediation of the actual or alleged presence of silica in or on any goods, products, structures, real estate or land.
2. For the purposes of this Exclusion, "silica" means any silica in the form of and any of its derivatives, including but not limited to silica dust, silicon dioxide (SiO₂), crystalline silica, quartz, or non-crystalline (amorphous silica).

All other terms and conditions of this Policy remain unchanged.



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MOLD EXCLUSION

This endorsement modifies insurance provided under the following:


Beazley Miscellaneous Healthcare

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the coverage under this Insurance does not apply to **Damages** and **Claims Expenses** incurred with respect to:

1. any **Claims** which, either in whole or in part, directly or indirectly, is for, based upon, relates to or arises out of:
 - a. the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind; or
 - b. any action taken by any party in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins.
2. any governmental or regulatory order, requirement, directive, mandate or decree that any party take action in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind.

Provided, this exclusion shall not apply to any **Damages** and **Claims Expenses** which the **Insured** shall become legally obligated to pay in rendering or failing to render **Professional Services** as stated in Item 11. of the Declarations;

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

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AMEND CONSENT TO SETTLE CLAUSE

This endorsement modifies insurance provided under the following:


Beazley Miscellaneous Healthcare

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause I.
INSURING AGREEMENTS B. 4. is deleted and replaced with the following:

4. If the **Insured** shall refuse to consent to any settlement or compromise recommended by the Underwriters and acceptable to the Claimant and elects to contest the **Claim**, the Underwriters' liability for any **Damages** and **Claims Expenses** shall not exceed:
 - a. the amount for which the **Claim** could have been settled, less the remaining Deductible, plus the **Claims Expenses** incurred up to the time of such refusal, and
 - b. 30% of any **Damages** and **Claims Expenses** incurred after the date such settlement or compromise was recommended to the **Insured** with the remaining 70% of such **Damages** and **Claims Expenses** to be borne by the **Insured** at their own risk and uninsured

or the remaining applicable Limit of Liability, whichever is less.

All other terms and conditions of this Policy remain unchanged.



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PREMIUM PAYMENT WARRANTY ENDORSEMENT


This endorsement modifies insurance provided under the following:

Beazley Miscellaneous Healthcare

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

All premium due to the Underwriters under this policy is paid within 30 days from the inception date of the Policy. Non-receipt of such premium by midnight (local standard time) on the premium due date, shall render this Policy void from the inception date.

All other terms and conditions of this Policy remain unchanged.



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SCHEDULED ADDITIONAL INSURED ENDORSEMENT

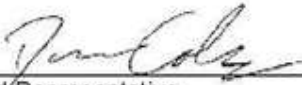
This endorsement modifies insurance provided under the following:

BEAZLEY MISCELLANEOUS HEALTHCARE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause II, **PERSONS INSURED** is amended to include the Additional Insured Entities listed in Item 8. below for which the **Insured** has assumed such entity's liability in a written contract or agreement (an "Additional Insured") that is also named in a **Claim** if all of the following conditions in Items 1.-7. are met:

1. The **Claim** against the Additional Insured seeks damages for which the **Insured** has assumed liability;
2. This insurance applies to such liability assumed by the **Insured**;
3. The obligation to defend the Additional Insured, has also been assumed by the **Insured** in the same contract or agreement;
4. The allegations in the **Claim** and the information known about the incident are such that no conflict appears to exist between the interests of the **Insured** and the interests of the Additional Insured;
5. The Additional Insured and the **Insured** ask Underwriters to conduct and control the defense of that Additional Insured against such **Claim** and agree that Underwriters can assign the same counsel to defend the **Insured** and the Additional Insured;
6. The Additional Insured agrees in writing to:
 - a. Cooperate with the Underwriters in the investigation, settlement or defense of the **Claim**;
 - b. Immediately send Underwriters copies of any demands, notices, summonses or legal papers received in connection with the **Claim**;
 - c. Notify any other insurer whose coverage is available to the Additional Insured; and
 - d. Cooperate with Underwriters with respect to coordinating other applicable insurance available to the Additional Insured; and
7. The Additional Insured provides Underwriters with written authorization to:
 - a. Obtain records and other information related to the **Claim**; and
 - b. Conduct and control the defense of the Additional Insured in such **Claim**.
8. District 5 Examiner – Expired 10/01/2008
Db a District 6 Medical Examiner
Medical Examiner's Office District 6
Director of Pinellas Forensic Laboratory
Pinellas County
Pasco County

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

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DECEPTIVE TRADE PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

Beazley Miscellaneous Healthcare

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the coverage under this Policy does not apply to **Damages** and **Claims Expenses** incurred with respect to any **Claim** based upon or arising out of any actual or alleged unfair or deceptive trade practice or violation of any statute, ordinance or regulation pertaining to restraint of trade, unfair competition, antitrust, price fixing or consumer protection. To the extent a **Claim** alleges both professional negligence and any of the above excluded enumerated offenses, Underwriters and the **Insured** will use their best efforts to reach a fair allocation between covered and uncovered **Damages**.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

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BILATERAL EXTENDED REPORTING PERIOD ENDORSEMENT

This endorsement modifies insurance provided under the following:

Beazley Miscellaneous Healthcare

In consideration of the premium charged for this Policy, it is hereby understood and agreed that Clause IX. **EXTENDED REPORTING PERIOD A.** is deleted in its entirety and replaced with the following:

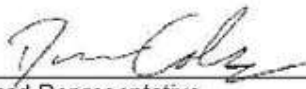
- A. In the event of cancellation or non-renewal of this insurance by the **Named Insured** designated in Item 1. of the Declarations, or by the Underwriters, the **Named Insured** shall have the right, upon payment in full and not proportionally or otherwise in part of the relevant percentage of the Premium set forth below, for **Claims** first made against any **Insured** and reported in writing to the Underwriters, during the **Extended Reporting Period**, to have issued an endorsement providing one of the following options:

Premium for Optional Extension Period:	Length of Optional Extension Period:
150% of the total premium for the policy	12 Months
175% of the total premium for the policy	24 Months
200% of the total premium for the policy	36 Months

arising out of any act, error or omission committed on or after the **Retroactive Date** and before the end of the **Policy Period**, subject to the conditions set forth in the definition of **Extended Reporting Period** herein.

In order for the **Named Insured** to invoke the **Extended Reporting Period** option, the payment of the additional premium for the **Extended Reporting Period** must be paid to the Underwriters within thirty (30) days of the non-renewal or cancellation.

All other terms and conditions of this Policy remain unchanged.


Authorized Representative

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HIPAA ENDORSEMENT

This endorsement modifies insurance provided under the following:

Beazley Miscellaneous Healthcare

In consideration of the premium charged for the Policy, it is hereby understood and agreed that solely for the purposes of this endorsement:

1. Clause I. **INSURING AGREEMENTS** is amended by the addition of the following:

- A. 1. **HIPAA Coverage**

The Underwriters shall indemnify the **Insured** for **Damages** and **Claims Expenses** in excess of the Deductible set forth in Item 4. of the Declarations that the **Insured** is legally obligated to pay, as a result of any **Claim** for a **HIPAA Violation** that is first made against the **Insured** and is reported to the Underwriters in writing during the **Policy Period** or within sixty (60) days after the end of the **Policy Period**; provided, however, that: (1) the **Insured** had no knowledge of such **HIPAA Violation** prior to the Inception Date of this Policy set forth in Item 2. of the Declarations; (2) such **HIPAA Violation** took place subsequent to the Retroactive Date set forth in Item 4. of the Declarations; and (3) no **Insured** has notified any **Government Entity** or **Commercial Payor** of the **HIPAA Violation** giving rise to the **Claim**.

2. Clause IV. **EXCLUSIONS**. is amended by the addition of the following at the end thereof:

(as) The coverage under this Policy does not apply to **Damages** or **Claims Expenses** incurred with respect to any **Claim**:

- (1) based upon or arising out of: (1) any dishonest, fraudulent, criminal, intentional or malicious act by any **Insured**; (2) any wilful violation of any law, statute, ordinance, rule or regulation by an **Insured**; or (3) any **Insured** gaining any profit, remuneration or advantage to which such **Insured** was not legally entitled; provided, however, that this Exclusion (1) shall not apply to any **Claim** brought under any federal or state statute, regulation or rule predicated upon reckless conduct. For the purposes of determining the applicability of this Exclusion (1), no **HIPAA Violation** by any **Insured** shall be imputed to any other **Insured**;
- (2) based upon or arising out of any actual or alleged act, error or omission in the rendering of or failure to render medical services by an **Insured**, except with respect to any allegations of releasing or failure to protect protected health information of any patient;
- (3) for **Bodily Injury**, sickness, disease or death of any person, or for emotional distress, mental anguish or similar injury or damage;
- (4) arising out of false arrest, humiliation, detention or imprisonment, wrongful entry or eviction or other invasion of private occupancy, or malicious prosecution, libel, slander or other defamatory or disparaging material, or a publication or an utterance in violation of an individual's rights of privacy;
- (5) based upon or arising out of employment discrimination, termination or other wrongful employment acts in violation of any municipal, State or Federal Civil Rights law, regulation or ordinance;
- (6) based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any actual or alleged: (1) damage to or destruction of any tangible property, including loss of use thereof whether or not resulting from damage or

destruction; (2) ownership, operation, use, maintenance, loading or unloading of any motor vehicle, trailer, watercraft, aircraft or helipad;

- (7) based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any actual or alleged **Bodily Injury**, sickness, disease or death to any employee of any **Insured** arising out of and in the course of employment by the **Insured**; or any obligation for which the **Insured** in its capacity as an employer and/or its insurer may be held liable under any workers' compensation, disability benefits law, or any similar law;
- (8) based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any actual or alleged violation of the Employee Retirement Income Security Act of 1974 or similar provisions of any federal, state or local law or any amendments thereto, or rules and regulations promulgated thereunder;
- (9) based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any actual or alleged liability of any **Insured** under any contract or agreement; provided, however, that this Exclusion (I) shall not apply to the extent that liability would have attached to the **Insured** and would have been insured by this Policy even in the absence of such contract or agreement;
- (10) based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any actual or alleged: (1) insolvency, bankruptcy, conservatorship, rehabilitation, receivership, liquidation, or financial inability to pay of (a) any **Insured** acting as an insurer or reinsurer, or (b) any other insurer, reinsurer, self-insurer, third party payor, managed care organization, health care plan, or other person or entity; (2) failure to obtain, effect or maintain any form, policy, plan or program of insurance, stop loss or provider excess coverage, reinsurance, self-insurance, suretyship, or bond; (3) commingling or mishandling of funds; or (4) failure to collect or pay premiums, commissions, brokerage charges, fees or taxes;
- (11) based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any fact, circumstance, situation, transaction, event or **HIPAA Violation**, or series of facts, circumstances, transactions, events, or **HIPAA Violation**; (1) which underlies or is alleged in any litigation or administrative or regulatory proceeding brought prior to and/or pending as of the Effective Date stated in the Declarations; or (2) which was the subject of any notice given prior to the Effective Date under any Policy of insurance or plan or program of self-insurance; or (3) which was the subject of any **Claim** made prior to the Effective Date;
- (12) against any subsidiary designated in the Declarations or its past, present or future employees, directors, officers, trustees, review board or committee members, or volunteers acting in their capacity as such, which are based upon, arise out of, directly or indirectly result from, are if consequence of, or in any way involve any fact, circumstance, situation, transaction, event or **HIPAA Violation** or series of facts, circumstances, situations, events or **HIPAA Violation** happening before the date such entity became a subsidiary;
- (13) based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any actual or alleged service of any **Insured** as an employee, director, officer, trustee, member, manager, governor, medical director, member of any duly constituted review board or committee, or volunteer of any entity other than the **Named Insured**, even if directed or requested by the **Named Insured** to serve in such capacity for such other entity;
- (14) based upon, arising out of a violation or alleged violation of the Securities Act of 1933 as amended, or the Securities Exchange Act of 1934 as amended, or any other State Blue Sky or securities law or similar state or federal statute, and any regulation or order issued pursuant to the foregoing statutes;

- (15) for any actual or alleged violation of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. 1961 et. seq., and any amendments thereto, or any rules or regulations promulgated thereunder;
 - (16) based upon assertions, allegations, causes of action or any demands whatsoever by or on behalf of an **Insured** or **Insureds** hereunder; provided, however, that these provisions shall not apply to any **Claim** brought by a *qui tam* plaintiff or brought under the False Claims Act (31 U.S.C. 3729 et. seq.) or any similar state or local statute, ordinance or regulation.
3. Clause V. **DEFINITIONS** (c), (d) and (e) are deleted and replaced with the following:
- (c) **"Claim"** means any written demand brought by or on behalf of any **Government Entity** or brought by a **Commercial Payor** against an **Insured**:
 - 1) seeking **Damages** for a **HIPAA Violation**;
 - 2) commencing an audit or investigation of a **HIPAA Violation**; or
 - 3) seeking injunctive relief on account of a **HIPAA Violation**.

However, **Claim** does not include:

 - 4) any customary or routine billing inquiry, including any cost report, request for documentation to support a submission for payment or reimbursement, or other audit/reconciliation conducted by or on behalf of a **Government Entity** or a **Commercial Payor**;
 - 5) notice of a Circumstance;
 - 6) any criminal proceeding against an **Insured**; or
 - 7) any written demand or civil proceeding brought by or on behalf of a private citizen against an **Insured**; provided, however that this subsection 7) shall not apply to a *qui tam* action.
 - (d) **"Claims Expenses"** means:
 - 1) reasonable and necessary fees charged by an attorney or auditor designated by the **Insured** with the written consent of the Underwriters; or
 - 2) other reasonable and necessary fees, costs or expenses incurred in the investigation, adjustment, defense and appeal of a **Claim**, if incurred by the **Insured** with the written consent of the Underwriters.

However, **Claims Expenses** do not include:

 - 3) remuneration, salaries, wages, overhead fees, or benefits of any **Insured**;
 - 4) any fees, costs, or expenses incurred with respect of any criminal proceedings or actions against any **Insured**; or
 - 5) any fees, costs, or expenses associated with the adoption and implementation of any corporate integrity agreement, compliance program or similar provision regarding the operations of the **Insured's** business, negotiated as part of a settlement with or by order of a **Government Entity** or **Commercial Payor**.
 - (e) **"Damages"** means any monetary amount, otherwise covered by this Policy and subject to the Limit of Liability, which an **Insured** is legally obligated to pay as a result of a **Claim**, including sums paid as awards, judgments, settlements, and civil fines and penalties imposed by a **Government Entity**.
- However, **Damages** shall not include:

- 1) the return, disgorgement or restitution of fees, profits, charges or benefit payments to any **Commercial Payor** or governmental health benefit payor or program;
 - 2) the costs associated with the adoption, implementation of any corporate integrity agreement, compliance program or similar provision regarding the operations of the **Insured's** business negotiated as part of a settlement with or by order of a **Government Entity** or **Commercial Payor**;
 - 3) matters deemed uninsurable by law;
 - 4) punitive and exemplary damages, taxes, criminal fines or penalties. However, this provision does not apply to any multiplied portion of a civil fine or penalty; or
 - 5) any costs associated, whether directly or indirectly, with the **Insured's** loss of provider number(s) or the **Insured's** exclusion from participation in any governmental health program, including, but not limited to, Medicare and/or Medicaid.
4. Clause V. **DEFINITIONS** is amended to include the following at the end thereof:
- (aaa) "**Commercial Payor**" means any entity which arranges for payment or reimbursement of expenses on account of medical services, including the following types of entities:
- 1) any entity, including an investor-owned insurance company, which indemnifies subscribers against expenses for medical services;
 - 2) any self-funded plan or any type of health plan where the risk for the cost of medical services is assumed, in whole or in part, by an employer rather than by an insurance company or managed care organization; or
 - 3) any managed care organization, such as health maintenance organization ("HMO"), preferred provider organization ("PPO"), point of service plan ("POS"), integrated delivery network ("IDN"), or any type of entity which has all or some of the following characteristics:
 - (a) negotiated discount arrangements with selected providers;
 - (b) explicit criteria for selection of providers;
 - (c) financial or program incentives or penalties to enrollees who do not use selected providers; and
 - (d) provider risk-sharing arrangements.
- (bbb) "**Government Entity**" means:
- 1) any department, agency, task force or other organization created by any federal, state or local law, executive order, ordinance or rule;
 - 2) any department, agency, task force or other organization operated, funded or staffed, in whole or in part, by the federal or any state, county or local government; or
 - 3) any organization operating as a Medicare Integrity Program Contractor in accordance with 63 F.R. 1590 (March 20, 1998) and pursuant to Section 1893 of the Social Security Act (42 U.S.C. 1395ddd).
- (ccc) "**HIPAA Violation**" means any negligent or reckless act, error or omission by the **Insured** in violation of the Health Insurance Portability and Accountability Act (The Health Insurance Portability and Accountability Act of 1996, the Social Security Act, 42 U.S.C.

Section 1320a, et. seq) ("HIPAA") and any amendments thereto, or any rules, regulations promulgated thereunder. All similar erroneous billing submissions and all related negligent or reckless acts, errors or omissions in violation of HIPAA any amendments thereto, or any rules or regulations promulgated thereunder, shall be deemed a single **HIPAA Violation.**

5. Clause VI. **LIMIT OF LIABILITY** is amended by the addition of the following:
- AA. The Limit of Liability for each **Insured** for all **Damages** and **Claims Expenses** arising from any one **Claim** shall be \$100,000 per **Claim** subject to a maximum aggregate Limit of Liability under this Policy of \$100,000 Underwriters shall be obligated to pay only **Damages** and **Claims Expenses** which are in excess of the applicable Deductible set forth in Item 4. of the Declarations. The **Insured** shall pay the Deductible uninsured and at its own risk. The Limits of Liability available under this HIPAA Endorsement shall be a sublimit of the Policy's overall Limit of Liability and not in addition thereto.
 - BB. **Claims Expenses** are part of and not in addition to, the Underwriters' Limits of Liability, and the payment of **Claims Expenses** by the Underwriters shall reduce such Limits of Liability.
 - CC. After the Underwriters' Limit of Liability for an **Insured** has been exhausted payment of **Damages** and/or **Claims Expenses**, all of the Underwriters' obligations under this Policy shall be completely fulfilled, and the Underwriters shall have no further obligation to pay **Damages** or **Claims Expenses**.
 - DD. If both **Damages** covered by this Policy and loss not covered by this Policy are incurred, either because a **Claim** against any **Insured** includes both covered and uncovered matters or because a **Claim** is made against both **Insureds** and others, the **Insured** and the Underwriters shall use their best efforts to agree upon a fair and proper allocation of such amount between covered **Damages** and **Claims Expenses** and uncovered portions of settlements or judgments and **Claims Expenses**.

All other terms and conditions of this Policy remain unchanged.


Authorized Representative

Effective date of this Endorsement: 01-Oct-2015

This Endorsement is attached to and forms a part of Policy Number: W13009150401
Syndicates 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or
the "Underwriters"

MINIMUM EARNED PREMIUM ENDORSEMENT


This endorsement modifies insurance provided under the following:

Beazley Miscellaneous Healthcare

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

If the **Named Insured** cancels this Insurance prior to reporting any **Claim** or circumstance under this Policy, 30% of the premium shall be deemed earned upon inception of the Policy, and the remaining earned premium shall be computed in accordance with the customary short rate table and procedure. If the **Named Insured** has reported a **Claim** or circumstance under this Policy the premium will be deemed to be fully earned.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Oct-2015
This Endorsement is attached to and forms a part of Policy Number: W13009150401
Syndicates 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or the
"Underwriters"

AMEND SEXUAL/PHYSICAL MISCONDUCT EXCLUSION WITH SUBLIMIT

This endorsement modifies insurance provided under the following:

Beazley Miscellaneous Healthcare

In consideration of the premium charged for the Policy, it is hereby understood and agreed that

1. Item 3. of the Declarations is amended to include the following under the Professional Liability Coverage:

\$250,000	Sexual/Physical Misconduct Limit for Each Claim
\$500,000	Sexual/Physical Misconduct Annual Aggregate Limit
2. The Underwriters' maximum aggregate limit of liability for all **Damages** and **Claims Expenses** resulting from all such **Claims** shall be as listed under paragraph 1. above which amount shall be part of and not in addition to the Aggregate Limit of Liability set forth in Item 3(b) of the Declarations. One deductible amount, as shown in Item 4 of the Declarations shall apply to any one **Claim**.
3. **Clause IV. EXCLUSIONS 3** (i) is deleted in its entirety and replaced with the following:
 - (i) to any **Claim** arising out of or resulting from:
 - (1) any conduct, physical act, gesture, or spoken or written words of a sexual or physically violent nature by any **Insured**, including but not limited to, sexual intimacy (whether or not consensual), sexual molestation, sexual act, sexual contact, sexual advances, requests for sexual favors, sexual or physical assault or battery, sexual or physical abuse, sexual harassment or exploitation, or other verbal or physical conduct of a sexual nature; or
 - (2) the **Insured's** actual or alleged negligent employment, investigation, supervision, hiring, training or retention of any **Employee, Insured** or person for whom the **Insured** is legally responsible and whose conduct falls within paragraph (1), above.

However, this exclusion does not apply to:

- (3) Any Specific Individual **Insured** who allegedly committed such misconduct, unless it is judicially determined that the Specific Individual **Insured** committed the misconduct. If it is judicially determined that the Specific Individual **Insured** committed the misconduct, we will not pay **Damages**.
- (4) Any other **Insured**, unless that **Insured**:
 - (i) knew or should have known about the misconduct allegedly committed by the Specific Individual **Insured**, but failed to prevent or stop it; or
 - (ii) knew or should have known that the Specific Individual **Insured** who allegedly

committed the misconduct had a prior history of sexual or physical misconduct.

Underwriters will defend **Claims** alleging such acts until final civil or criminal adjudication, as the case may be.

As used in this exclusion, Specific Individual **Insured** includes employees and authorized volunteer workers while performing duties related to the conduct of the **Insured's** business.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Oct-2015
This Endorsement is attached to and forms a part of Policy Number: W13009150401
Syndicates 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or the
"Underwriters"

ADDITIONAL PER CLAIM EXPENSES LIMIT SUBJECT TO AGGREGATE

This endorsement modifies insurance provided under the following:

Beazley Miscellaneous Healthcare

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the Underwriters will pay necessary and reasonable **Claims Expenses** in addition to the amounts stated in Items 3(a) until those limits are exhausted, respectively, by **Damages** which is subject to the Term Aggregate at Item 3(b) which is inclusive of **Claims Expenses**. The Deductible amount shown in Item 4 of the Declarations applies to both **Damages** and **Claims Expenses**. The Underwriters' obligations to pay **Claims Expenses** with respect to a particular **Claim** will cease once the **Damages** amount identified in Item 3(a) of the Declarations is paid, incurred or tendered. The Underwriters' obligations to pay **Claims Expenses** with respect to all **Claims** will cease once **Damages** and **Claims Expenses** identified in Item 3(b) of the Declarations is paid, incurred or tendered. **Claims Expenses** in excess of the Deductible amount shown in Item 4 of the Declarations will erode the Term Aggregate in Item 3(b) of the Declarations.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Oct-2015
 This Endorsement is attached to and forms a part of Policy Number: W13009150401
 Syndicates 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or the
 "Underwriters"

SCHEDULED INSUREDS (WITH RETROACTIVE AND TERMINATION DATES)

This endorsement modifies insurance provided under the following:

Beazley Miscellaneous Healthcare

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. Item 10. of the Declarations is amended to include the person(s) and/or entity(ies) listed in column A. below.
2. Solely with respect to the person(s) and/or entity(ies) listed in column A., the Retroactive Date in Item 6. of the Declarations is deleted in its entirety and replaced with the corresponding Retroactive Date in column B. below.
3. Solely with respect to the person(s) and/or entity(ies) listed in column A., the termination date for the purpose of determining coverage under Clause II. **PERSONS INSURED** (d) is the corresponding termination date in column C. below.

A. Additional Insureds:	B. Retroactive Date:	C. Termination Date:
Jon R. Thogmartin, M.D.	01 December 2000	N/A
Noel Azcona Palma, M.D.	01 December 2000	N/A
Susan S. Ignacio, M.D.	01 December 2000	N/A
Christopher Ian Wilson, M.D.	14 October 2003	N/A
Wayne Kurz, M.D.	28 August 2006	N/A
Barbara C. Wolf, M.D.	14 September 2007	01 October 2008
Krzygztok B. Podjaski, M.D.	15 October 2007	25 January 2008
Wendy Lavezzi, M.D.	01 February 2008	01 October 2008
Dollett Tanisha White, M.D.	01 July 2010	27 August 2014

And any temporary physician working on behalf of the Named Insured during the absence of any scheduled physician

All other terms and conditions of this Policy remain unchanged.



Authorized Representative



LLOYD'S SECURITY SCHEDULE

Syndicate 2623	82%
Syndicate 623	18%

ALL OTHER TERMS, conditions and limitations of said Certificate shall remain unchanged.

CERTIFICATE PROVISIONS



Lloyd's Insurance

This Insurance is effected with certain Underwriters at Lloyd's, London.

This Certificate is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the office of the said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

The Assured is requested to read this Certificate, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

All inquiries regarding this Certificate should be addressed to the following Correspondent:

1. **Signature Required.** This Certificate shall not be valid unless signed by the Correspondent on the attached Declaration Page.
2. **Correspondent Not Underwriters.** The Correspondent is not an Underwriter hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Underwriters hereunder are those Underwriters at Lloyd's, London whose syndicate numbers can be ascertained as hereinbefore set forth. As used in this Certificate "Underwriters" shall be deemed to include incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London.
3. **Cancellation.** If this Certificate provides for cancellation and this Certificate is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.
4. **Assignment.** This Certificate shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.
5. **Attached Conditions Incorporated.** This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.
6. It is hereby understood and agreed that wherever the word 'Policy' appears herein it shall be deemed to read 'Certificate.'

MISCELLANEOUS MEDICAL PROFESSIONAL LIABILITY CLAIMS MADE AND REPORTED INSURANCE

NOTICE: This is a Claims Made and Reported Policy. Except to such extent as may otherwise be provided herein, the coverage afforded under this insurance policy is limited to those **Claims** which are first made against the **Insured** and reported to the Underwriters during the **Policy Period**. **Damages** and **Claims Expenses** shall be applied against the Deductible. Certain words and phrases which appear in bold type have special meaning; please refer to Section V., Definitions. Please review the coverage afforded under this insurance policy carefully and discuss the coverage hereunder with your insurance agent or broker.

In consideration of the payment of premium and reliance upon the statements, representations and warranties made in the application which is made a part of this insurance policy (hereinafter referred to as the "Policy" or "insurance") and subject to the Limit of Liability, exclusions, conditions and other terms of this insurance, the Underwriters agree with the **Named Insured** (set forth in Item 1 of the Declarations, made a part hereof) as follows:

I. INSURING AGREEMENTS

A. Professional Liability

The Underwriters will pay on behalf of the **Insured Damages** and **Claims Expenses** which the **Insured** shall become legally obligated to pay because of any **Claim** or **Claims** for **Bodily Injury** first made against any **Insured** during the **Policy Period** and reported to the Underwriters during the **Policy Period** or any applicable **Extended Reporting Period**, arising out of any negligent act, error or omission of the **Insured** in rendering or failing to render **Professional Services** for others, on behalf of the **Named Insured** designated in Item 1 of the Declarations, except as excluded or limited by the terms, conditions and exclusions of this Policy.

B. Defense and Settlement

1. The Underwriters shall have the right and duty to defend the **Insured** subject to the Limit of Liability, for any **Claim** first made against the **Insured** seeking payment under the terms of this insurance, even if any of the allegations of the **Claim** are groundless, false or fraudulent. The Underwriters shall choose defense counsel in conjunction with the **Insured**, but in the event of a dispute, the decision of the Underwriters is final.
2. It is agreed that the Limit of Liability available to pay **Damages** shall be reduced and may be completely exhausted by payment of **Claims Expenses**. **Damages** and **Claims Expenses** shall be applied against the Deductible set forth in Item 4 of the Declarations.
3. The Underwriters shall have the right to make any investigation they deem necessary, including, without limitation, any investigation with respect to coverage and statements made in the application.
4. If the **Insured** refuses to consent to any settlement or compromise recommended by the Underwriters and acceptable to the Claimant and elects to contest the **Claim**, the Underwriters' liability for any **Damages** and **Claims Expenses** shall not exceed the amount for which the **Claim** could have been

settled, less the remaining Deductible, plus the **Claims Expenses** incurred up to the time of such refusal, or the applicable Limit of Liability, whichever is less, and the Underwriters shall have the right to withdraw from the defense of the **Claim** by tendering control of said defense to the **Insured**.

5. Subject to the Limit of Liability of this Policy, the Underwriters shall pay all premiums on bonds to release attachments, all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish such bonds, all costs taxed against the **Insured** in any suit, all interest accruing after entry of judgment until Underwriters have paid, tendered or deposited in courts such part of such judgment as does not exceed the Underwriters' Limit of Liability.
6. Subject to the Limit of Liability of this Policy, the Underwriters shall reimburse the **Insured** for all reasonable expenses, other than loss of earnings, incurred at the Underwriters' request.
7. It is further provided that the Underwriters shall not be obligated to pay any **Damages** or **Claims Expenses**, or to undertake or continue defense of any **Claim** after the applicable Limit of Liability has been exhausted by payment of **Damages** or **Claims Expenses** or after deposit of the remaining applicable Limit of Liability in a court of competent jurisdiction, and that upon such payment, the Underwriters shall have the right to withdraw from the further defense of the **Claim** by tendering control of said defense to the **Insured**.

II. PERSONS INSURED

Each of the following is an **Insured** under this insurance to the extent set forth below:

- (a) if the **Named Insured** designated in Item 1 of the Declarations is an individual, the person so designated but only with respect to the conduct of the business of which he or she is the sole proprietor, and the spouse of the **Named Insured** with respect to the conduct of such a business, and any employee or volunteer worker while acting within the scope of his or her duties as such;
- (b) if the **Named Insured** designated in Item 1 of the Declarations is a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his or her liability as such and any employee or volunteer worker while acting within the scope of his or her duties as such;
- (c) if the **Named Insured** designated in Item 1 of the Declarations is other than an individual, partnership or joint venture, the organization so designated and any executive officer, director, stockholder, employee, employed medical director, administrator, volunteer worker, student or employed physician thereof while acting within the scope of his or her duties as such; provided, however, that coverage for any employed physician is contingent on any such employed physician being scheduled in Item 10 of the Declarations;
- (d) any person who previously qualified as an **Insured** under (c) above prior to the termination of the required relationship with the **Named Insured**, but solely with respect to **Professional Services** performed on behalf of the **Named Insured** designated in Item 1 of the Declarations, occurring prior to the termination of the required relationship with the **Named Insured**;

- (e) the estate, heirs, executor, administrators, assigns and legal representatives of any **Insured** in the event of the **Insured's** death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would otherwise be provided coverage under this Policy; and
- (f) any independent contractor, vendor and/or agent of the **Named Insured** scheduled in Item 10 of the Declarations.

This Policy shall not apply:

- (g) to liability of an **Insured**, if an individual physician, surgeon, osteopath, podiatrist, orthodontist, chiropractor, psychiatrist, psychologist or dentist, for his or her personal acts, errors or omissions outside the scope of work conducted for or on behalf of the **Named Insured**; and
- (h) to any liability arising out of the conduct of any partnership or joint venture of which the **Insured** is a partner or member and which is not designated in this Policy as a **Named Insured**.

III. TERRITORY

This insurance applies to negligent acts, errors, omissions which take place anywhere in the world, provided the **Claim** is first made against the **Insured** within the United States of America, its possessions and territories, or Puerto Rico.

IV. EXCLUSIONS

The coverage under this Policy does not apply to **Damages** or **Claims Expenses** incurred with respect:

- (a) to any **Claim** arising out of **Personal Injury, Property Damage** or **Advertising Liability**, except with respect to **Bodily Injury** arising out of any negligent act, error or omission of any **Insured** in the rendering or failing to render **Professional Services**;
- (b) to any **Claim** arising out of any criminal, dishonest, fraudulent or malicious act, error or omission of any **Insured**, committed with actual criminal, dishonest, fraudulent or malicious purpose or intent. However, notwithstanding the foregoing, the insurance afforded by this Policy shall apply to **Claims Expenses** incurred in defending any such **Claim**, but shall not apply to any **Damages** which the **Insured** might become legally obligated to pay;
- (c) to any **Claim** arising out of or relating to any liability under any contract or agreement, whether written or oral, unless such liability would have attached to the **Insured** in the absence of such contract or agreement;
- (d) to any **Claim** based upon an express or implied warranty or guarantee, or breach of contract in respect of any agreement to perform work for a fee;
- (e) to any **Claim** arising out of any **Insured's** activities as a trustee, partner, officer, director or employee of any trust, charitable organization, corporation, company or business other than that of the **Named Insured**;

- (f) to any **Claim** arising out of failure to pay any bond, interest on any bond, any debt, financial guarantee or debenture;
- (g) to any **Claim** arising out of any financial or investment advice given, referrals, warranties, guarantees or predictions of future performance made by any **Insured** as regards specific and identifiable investment items including but not limited to personal property, real property, stocks, bonds or securities;
- (h) to any **Claim** arising out of the actual or alleged publication or utterance of libel or slander or other defamatory or disparaging material, or a publication or utterance in violation of an individual's right to privacy;
- (i) to any **Claim** arising out of actual or alleged plagiarism, misappropriation of likeness, breach of confidence, or misappropriation or infringement of any intellectual property right, including patent, trademark, trade secret, trade dress and copyright;
- (j) to any **Claim** made by or against or in connection with any business enterprise (including the ownership, maintenance or care of any property in connection therewith), not named in the Declarations, which is owned by any **Insured** or in which any **Insured** is a trustee, partner, officer, director or employee;
- (k) to any **Claim** arising out of the Employee Retirement Income Security Act of 1974 and its amendments or any regulation or order issued pursuant thereto;
- (l) to any **Claim** or circumstance which might lead to a **Claim** in respect of which any **Insured** has given notice to any insurer of any other policy or self-insurance in force prior to the effective date of this Policy;
- (m) to any **Claim** or circumstance which might lead to a **Claim** known to any **Insured** prior to the inception of this Policy and not disclosed to the Underwriters at inception;
- (n) to any **Claim** or circumstance that might lead to a **Claim** arising out of any negligent act, error or omission which first took place, or is alleged to have taken place, prior to the Retroactive Date as set forth in Item 6 of the Declarations;
- (o) to any **Claim** arising out of discrimination including but not limited to discriminatory employment practices, allegations of actual or alleged violations of civil rights or acts of discrimination based entirely or in part on the race, gender, pregnancy, national origin, religion, age or sexual orientation;
- (p) to any **Claim** directly or indirectly arising out of:
 - (1) the actual, alleged or threatened discharge, dispersal, release or escape or failure to detect the presence of **Pollutants**, provided that this Exclusion shall not apply to: (i) **Bodily Injury** sustained by any patient, visitor or invitee; and (ii) **Bodily Injury** or **Property Damage** arising out of heat, smoke or fumes from a **Hostile Fire**;
 - (2) the manufacture, distribution, sale, resale, rebranding, installation, repair, removal, encapsulation, abatement, replacement or handling of, exposure to or testing for **Pollutants** contained in a product, carried on clothing, inhaled, transmitted in any fashion or found in any form whatsoever; or

- (3) any governmental or regulatory directive or request that the **Insured** or anyone acting under its direction or control to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize said **Pollutants**;
- (q) to any **Claim** arising out of the insolvency or bankruptcy of any **Insured** or of any other entity including but not limited to the failure, inability, or unwillingness to pay **Claims**, losses or benefits due to the insolvency, liquidation or bankruptcy of any such individual entity;
- (r) to any **Claim** arising out of or resulting from:
 - (1) any conduct, physical act, gesture, or spoken or written words of a sexual or physically violent nature by any **Insured**, including but not limited to, sexual intimacy (whether or not consensual), sexual molestation, sexual or physical assault or battery, sexual or physical abuse, sexual harassment or exploitation; or
 - (2) the **Insured's** actual or alleged negligent employment, investigation, supervision, hiring, training or retention of any employee, **Insured** or person for whom the **Insured** is legally responsible and whose conduct falls within paragraph (1), above;
- (s) to any **Claim** for punitive or exemplary **Damages**, or **Damages** which are a multiple of compensatory **Damages**, fines, sanctions, taxes or penalties, or the return of or reimbursement for fees, costs or expenses charged by any **Insured**;
- (t) to any **Claim** arising out of **Personal Injury** to any employee or volunteer worker of the **Insured** arising out of and in the course of his employment by the **Insured**, or under any obligation for which the **Insured** or any carrier as his insurer may be liable, under any Workers' Compensation, Unemployment Compensation, Disability Benefits Law or under any similar law;
- (u) to any **Claim** based upon or arising out of a violation or alleged violation of the Securities Act of 1933 as amended, or the Securities Exchange Act of 1934 as amended, or any State Blue Sky or securities law or similar state or Federal statute and any regulation or order issued pursuant to any of the foregoing statutes;
- (v) to any **Claim** or actual or alleged violation of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §1961 et seq., and any amendments thereto, or any rules or regulations promulgated thereunder;
- (w) to any **Claim** arising from costs of complying with physical modifications to any premises or any changes to the **Insured's** usual business operations mandated by the Americans with Disabilities Act of 1990, including any amendments, or similar federal, state or local law;
- (x) to any **Claim** based upon or arising out of any actual or alleged violation of any federal, state, or local anti-trust, restraint of trade, unfair competition, or price fixing law, unfair or deceptive trade practices, or consumer protection any rules or regulations promulgated thereunder; to the extent a **Claim** alleges both professional negligence and any of the above excluded enumerated offenses, Underwriters and the **Insured** will use their best efforts to reach a fair allocation between covered and uncovered **Damages**;

- (y) to any **Claim** caused directly or indirectly, in whole or in part, by:
- (1) any fungus(es) or spore(s);
 - (2) any substance, vapour or gas produced by or arising out of any fungus(es) or spore(s); or
 - (3) any materials, product, building component, building or structure that contains, harbours, nurtures or acts as a medium for any fungus(es) or spore(s);

regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to that injury or **Damages**.

For the purposes of this Exclusion, the following Definitions are added:

"Fungus(es)" includes, but is not limited to, any form of mold, mushroom or mildew.

"Spore(es)" mean any reproductive body produced by or arising out of any fungus(es).

This Exclusion shall not apply to **Claims** arising from medical research activities that would otherwise be covered hereunder;

- (z) to any **Claim** based upon or arising out of any action or proceeding brought by or on behalf of any federal, state or local governmental, regulatory or administrative agency, regardless of the name in which such action or proceeding is brought, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996, the Social Security Act, 42 U.S.C. §1320a, et. seq., or similar state or federal statute, regulation or executive order promulgated thereunder;
- (aa) to any **Claim** based upon or arising out of any **Insured's** data processing services, including but not limited to:
- (1) conversion of data from source material into media for processing on the **Insured's** electronic data processing system;
 - (2) processing of data by the **Insured** on the **Insured's** electronic data processing system; or
 - (3) design or formulation of an electronic data processing program or system;
- (ab) to any **Claim** for **Personal Injury, Property Damage** or **Advertising Liability** based upon or arising out of the **Named Insured's Products**;
- (ac) to any **Claim** based upon the manufacture, handling, sale or distribution of Phenylpropanolamine, Phenylpropanolamine Hydrochloride, PPA or any product or drug containing any of these substances;
- (ad) to any **Claim** arising out of any actual or alleged act, error or omission in the rendering or failing to render pharmacy services, including the manufacture, sale, distribution, handling or resale of any pharmaceuticals or drugs, whether on a wholesale, retail, over-the-counter or illegal basis;

- (ae) to any **Claim** based on the willful non-compliance of any **Insured** with any Food and Drug Administration (FDA) rules, regulations, and statutes found at Food and Drugs, 21 C.F.R. Chapter 1 § 1.1 to § 1299, as amended and revised, or treating a patient with and drugs, medical devices, biologics or radiation-emitting products that have been disapproved or not yet approved by the FDA;
- (af) to any **Claim** based upon or arising out of any **Insured** gaining any profit, remuneration or advantage to which such **Insured** was not legally entitled;
- (ag) to any **Claim** against any subsidiary designated in the Declarations or its past, present, or future employees, directors, officers, trustees, review board or committee members, or volunteers acting in his or her capacity as such, which are based upon, arise out of, directly or indirectly result from, are in consequence of, or in any way involve any fact, circumstance, situation, transaction, event, or negligent acts, errors or omissions or series of facts, circumstances, situations, transactions, events or negligent acts, errors or omissions happening before the date such entity became a subsidiary;
- (ah) to any **Claim** relating to or arising out of asbestos, silica or lead;
- (ai) to any **Claim** associated with implementation of any compliance program or any policies, procedures or practices relating to participation as a provider of medical services to a managed care organization or under a healthcare benefit program, whether initiated voluntarily or pursuant to direction by, order of, or in settlement with a government body, hospital, healthcare facility or managed care organization;
- (aj) to any **Claim** based upon, arising out of, resulting from, any actual or alleged: (1) failure to obtain, effect, or maintain any form, policy, plan or program of insurance, stop loss or provider excess coverage, reinsurance, self-insurance, suretyship, or bond; (2) commingling, mishandling of or liability to pay, collect or safeguard funds; or (3) failure to collect or pay premiums, commissions, brokerage charges, fees or taxes;
- (ak) to any **Claim** for **Personal Injury, Property Damage or Advertising Liability** due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing;
- (al) to any **Claim** arising out of or relating to any loss, damage, or cost or expense of whatsoever nature directly or indirectly caused by, resulting from happening through, arising out of or in connection with any act of terrorism, regardless of any other cause contributing concurrently or in any other sequence to the loss, damage, cost or expense.

For the purpose of this Exclusion, terrorism means an act or threat of violence or an act harmful to human life, tangible or intangible property or infrastructure with the intention or effect to influence any government or to put the public or any section of the public in fear. In any action, suit or other proceedings where the Underwriters allege that by reason of this Exclusion, a loss, damage, cost or expense is not covered by this Policy, the burden of proving that such loss, damage, cost or expense is covered shall be upon the **Insured**.

In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect;

- (am) to any **Claim** brought against any **Insured** by any other **Insured** hereunder;
- (an) to any **Claim** arising out of or resulting from the distribution of unsolicited email, direct mail or facsimiles, or telemarketing;
- (ao) to any **Claim** arising out of or resulting from the existence, emission or discharge of any electromagnetic field, electromagnetic radiation or electromagnetism that actually or allegedly affects the health, safety or condition of any person, or the environment, or that affects the value, marketability, condition or size of any property, provided this Exclusion shall not apply to any patient receiving **Professional Services**.
- (ap) to any **Claim** caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **Bodily Injury**;
- (aq) to any **Claim** arising out of oral or written publication of material, if done by or at the direction of the **Insured** with the knowledge of its falsity;
- (ar) to any **Claim** arising out of an electronic chatroom or bulletin board the **Insured** hosts, owns or over which the **Insured** exercises control;

V. DEFINITIONS

Wherever used in this Policy, the bolded terms have the meaning provided:

- (a) “**Advertising Liability**” means injury arising out of one or more of the following, committed in the course of the **Insured’s** advertising activities:
 - (1) libel, slander or defamation;
 - (2) infringement of copyright, title slogan, trade dress, or advertising idea;
 - (3) piracy or idea misappropriation under an implied contract; or
 - (4) invasion of right of privacy.
- (b) “**Bodily Injury**” means physical injury (including death at any time resulting therefrom), mental injury, mental illness, mental anguish, humiliation, emotional upset, shock, sickness, disease or disability.

“**Bodily Injury**” shall also include injury arising out of one or more of the following committed in the course of the rendering or failure to render **Professional Services**:

 - (1) libel;
 - (2) slander;
 - (3) defamation of character; or
 - (4) invasion of right of privacy;
- (c) “**Claim**” means a written notice received by any **Insured** of an intention to hold the **Insured** responsible for compensation for **Damages**, including the service of suit or institution of arbitration proceedings against the **Insured**.

- (d) **"Claims Expenses"** means:
- (1) reasonable and customary fees charged by an attorney(s) designated and agreed by the Underwriters in consultation with the **Insured**, but subject always to the Underwriters' final decision; and
 - (2) all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **Claim**, if incurred by the Underwriters, or by the **Insured** with the written consent of the Underwriters.

Claims Expenses does not include any salary, overhead or other charges by the **Insured** for any time spent in co-operating in the defense and investigation of any **Claim** or circumstance which might lead to a **Claim** notified under this insurance.

- (e) **"Damages"** means a civil monetary judgment, award or settlement and does not include:
- (1) the restitution of compensation and expenses paid to the **Insured** for services and goods; and
 - (2) judgments or awards deemed uninsurable by law.
- (f) **"Extended Reporting Period"**, if applicable, means the 12 month period of time after the end of the **Policy Period** for reporting **Claims**, arising out of negligent acts, errors or omissions which take place prior to the end of the **Policy Period** but subsequent to the Retroactive Date identified in Item 6 of the Declarations.
- (g) **"Hostile Fire"** means a fire which becomes uncontrollable or breaks out from where it was intended to be.
- (h) **"Named Insured"** means the entity or person identified in Item 1 of the Declarations.
- (i) **"Named Insured's Products"** means goods or products manufactured, sold, handled or distributed by the **Named Insured** or by others trading under its name, including any container thereof (other than a vehicle) but shall not include a vending machine or any property, other than such container rented to or located for use of others but not sold.
- (j) **"Personal Injury"** means:
- (1) **Bodily Injury**;
 - (2) false arrest, false imprisonment, wrongful eviction, detention or malicious prosecution;
 - (3) libel, slander, defamation of character or invasion of right of privacy, unless arising out any advertising activities; or
 - (4) wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor.

- (k) **"Policy Period"** means the period of time between the inception date and the effective date of termination, expiration or cancellation of this insurance shown in Item 2 of the Declarations and specifically excludes any **Extended Reporting Period**.
- (l) **"Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to asbestos and/or lead (or products containing asbestos and/or lead whether or not the asbestos and/or lead is or was at any time airborne as a fibre or particle, contained in a product, carried on clothing, inhaled, transmitted in any fashion or found in any form whatsoever), smoke, vapour, soot fumes, acids, alkalis, toxic chemicals and waste (waste includes materials to be recycled, reconditioned or reclaimed).
- (m) **"Professional Services"** means those professional services specifically identified in Item 11 of the Declarations.
- (n) **"Property Damage"** means:
 - (1) physical injury to or destruction of tangible property, including consequential loss of use thereof; or
 - (2) loss of use of tangible property which has not been physically injured or destroyed.

VI. LIMIT OF LIABILITY

- A. The Limit of Liability stated in Item 3(a) of the Declarations as "Each **Claim**" is the Underwriters' Limit of Liability for all **Damages** and **Claims Expenses** arising out of the same, related or continuing negligent acts, errors or omissions, without regard to the number of **Insureds**, **Claims** or claimants. All **Claims** arising out of the same, related or continuing negligent acts, errors or omissions shall be deemed to be a single **Claim**.
- B. The Limit of Liability stated in Item 3(b) of the Declarations as "Term Aggregate" is the Underwriters' Limit of Liability for all **Damages** and **Claims Expenses** arising out of all **Claims** which are covered under the terms and conditions of this Policy.
- C. The Limit of Liability for any **Extended Reporting Period** shall be part of, and not in addition to, the Underwriters' Limit of Liability for the **Policy Period**.

VII. DEDUCTIBLE

The Deductible amount stated in Item 4 of the Declarations shall be satisfied by payments by the **Insured** of **Damages** and/or **Claims Expenses** resulting from each **Claim** first made and reported to the Underwriters during the **Policy Period** and/or any applicable **Extended Reporting Period** as a condition precedent to the payment by the Underwriters of any amounts due hereunder. The Underwriters shall be liable only for the amounts in excess of such Deductible subject to the Underwriters' Limit of Liability in Item 3 of the Declarations. The Deductible is in addition to the Underwriters' Limit of Liability and not part thereof. The **Insured** shall make direct payments within the Deductible to appropriate parties designated by the Underwriters. The Deductible is to be uninsured, unless otherwise agreed to by the Underwriters. Under no circumstances shall Underwriters be called upon to pay the Deductible, but the Underwriters may do so at their sole discretion. Such payment shall in no way affect the Underwriters' ability to collect the Deductible from the **Insured**. The existence

of "other insurance" shall not affect or abrogate the obligation of the **Insured** to pay the Deductible as required.

VIII. INNOCENT INSURED

Whenever coverage under this insurance would be excluded, suspended or lost:

- A. because of Exclusion IV 1. (b) or Exclusion IV 2. (b) relating to intentional, criminal, dishonest, fraudulent or malicious acts, errors or omissions by any **Insured**, and with respect to which any other **Insured** did not personally participate or personally acquiesce or remain passive after having personal knowledge thereof; or
- B. because of non-compliance with any condition relating to the giving of notice to the Underwriters with respect to which any other **Insured** shall be in default solely because of the failure to give such notice or concealment of such failure by one or more **Insureds** responsible for the loss or damage otherwise covered hereunder;

the Underwriters agree that such insurance as would otherwise be afforded under this Policy shall be paid with respect to those **Insureds** who did not personally participate in committing or personally acquiesce in or remain passive after having personal knowledge of (a) one or more of the acts, errors or omissions described in any such exclusion; or (b) such failure to give notice, provided that the condition be one with which such **Insured** can comply, and after receiving knowledge thereof, the **Insured** entitled to the benefit of Section VIII shall comply with such condition promptly after obtaining knowledge of the failure of any other **Insured** to comply therewith.

With respect to this provision, the Underwriters' obligation to pay in such event shall be in excess of the full extent of any assets of any **Insured** to whom the exclusion applies and shall be subject to the terms, conditions and limitations of this Policy.

IX. EXTENDED REPORTING PERIOD

- A. In the event of cancellation or non-renewal of this insurance by the Underwriters, the **Named Insured** designated in Item 1 of the Declarations shall have the right to a 12 month **Extended Reporting Period** for **Claims** first made against any **Insured** and reported to the Underwriters during the **Extended Reporting Period**, subject to the conditions set forth in the definition of **Extended Reporting Period** herein. In order for the **Named Insured** to invoke the **Extended Reporting Period** option, the payment of the additional premium set forth in Item 5 (b) of the declarations for the **Extended Reporting Period** must be paid to the Underwriters within 30 days of the non-renewal or cancellation.
- B. The Limit of Liability for the **Extended Reporting Period** shall be part of, and not in addition to, the Underwriters' Limit of Liability for the **Policy Period**.
- C. The quotation by the Underwriters of a different premium or Deductible or Limit of Liability or changes in Policy language for the purpose of renewal shall not constitute a refusal to renew by the Underwriters.
- D. The right to the **Extended Reporting Period** shall not be available to the **Named Insured** where cancellation or non-renewal by the Underwriters is due to non-payment of premium or failure of an **Insured** to pay such amounts in excess of the applicable Limit of Liability or within the applicable Deductible.

- E. All notices and premium payments with respect to the **Extended Reporting Period** shall be directed to the Underwriters through the entity named in Item 8 of the Declarations.
- F. At the commencement of the **Extended Reporting Period**, the entire premium shall be deemed earned, and in the event the **Named Insured** terminates the **Extended Reporting Period** for any reason prior to its natural expiration, the Underwriters will not be liable to return any premium paid for the **Extended Reporting Period**.

X. OTHER INSURANCE

This insurance shall apply in excess of any other valid and collectible insurance or self-insurance available to any **Insured**, unless such other insurance is written only as specific excess insurance over the Limit of Liability of this Policy.

XI. NOTICE OF CLAIM, OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM

- A. If any **Claim** is made against the **Insured**, the **Insured** shall immediately notify the Underwriters in writing through persons named in Item 9 of the Declarations and forward every demand, notice, summons or other process received by the **Insured** or its representative. The **Insured's** duty to provide notice in accordance with this provision is a condition precedent to coverage.
- B. If during the **Policy Period** the **Insured** first becomes aware of a negligent act, error or omission that could lead to a **Claim**, it must give written notice to the Underwriters through persons named in Item 9 of the Declarations during the **Policy Period** of:
 - (1) the specific, negligent act, error, or omission;
 - (2) the injury or damage which may result or has resulted from the negligent act, error, or omission; and
 - (3) the circumstances by which the **Insured** first became aware of the negligent act, error or omission.

Any subsequent **Claim** made against the **Insured** which is the subject of the written notice shall be deemed to have been made at the time written notice was first given to the Underwriters.

- C. A **Claim** or circumstance that might lead to a **Claim** shall be considered to be reported to the Underwriters when notice is received by the Underwriters through persons named in Item 9 of the Declarations.
- D. All **Claims** arising out of the same, continuing or related negligent act, error or omission shall be considered a single **Claim** and deemed to have been made at the time the first of the related **Claims** is reported to the Underwriters. Such related **Claims** shall be subject to one Limit of Liability identified in Item 3(a) of the Declarations.
- E. In the event of non-renewal of this insurance by the Underwriters, the **Insured** shall have thirty (30) days from the expiration date of the **Policy Period** to notify the Underwriters of **Claims** made against the **Insured** during the **Policy Period** which

arise out of any negligent act, error or omission occurring prior to the termination date of the **Policy Period** and otherwise covered by this insurance.

- F. If any **Insured** shall make any **Claim** under this Policy knowing such **Claim** to be false or fraudulent, as regards amount or otherwise, this Policy shall become null and void and all coverage hereunder shall be forfeited.

XII. ASSISTANCE AND CO-OPERATION OF THE INSURED

The **Insured** shall co-operate with the Underwriters in all investigations, including regarding the application and coverage under this Policy, and upon the Underwriters' request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization other than an employee of any **Insured** who may be liable to the **Insured** because of negligent acts, errors or omissions with respect to which insurance is afforded under this Policy. The **Insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **Insured** shall not, except at its own cost, admit liability, make any payment, assume any obligation, incur any expense, enter into any settlement, stipulate to any judgment or award or otherwise dispose of any **Claim** without the consent of the Underwriters.

XIII. ACTION AGAINST THE UNDERWRITERS

No action shall lie against the Underwriters unless, as a condition precedent thereto, there has been full compliance with all terms of this insurance, nor until the amount of the **Insured's** obligation to pay shall have been finally determined either by judgment or award against the **Insured** after actual trial or arbitration or by written agreement of the **Insured**, the claimant and the Underwriters. No person or organization shall have any right under this insurance to join the Underwriters as a party to an action or other proceeding against the **Insured** to determine the **Insured's** liability, nor shall the Underwriters be impleaded by the **Insured** or its legal representative.

XIV. BANKRUPTCY

Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the Underwriters of their obligations hereunder.

XV. SUBROGATION

In the event of any payment under this insurance, the Underwriters shall be subrogated to all the **Insured's** rights of recovery against any person or organization, and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing before or after the payment of **Damages** by the Underwriters to prejudice such rights.

XVI. CHANGES

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this insurance or estop the Underwriters from asserting any right under the terms of this insurance; nor shall the terms of this insurance be waived or changed, except by endorsement issued to form a part of this insurance, signed by the Underwriters.

XVII. MERGERS AND ACQUISITIONS

- A. If during the **Policy Period**, the **Named Insured** merges or acquires an entity and
- (1) the revenues of the merged or acquired entity do not exceed 10% of the **Named Insured's** annual revenues as set forth in its most recent application for insurance;
 - (2) the business operations of the merged or acquired entity are of a similar nature to those of the **Named Insured** as set forth in its most recent application for insurance; and
 - (3) the merged or acquired entity is located in the same state as the **Named Insured** or any subsidiary,

then this Policy will automatically cover the merged or acquired entity, subject to the policy terms, conditions and limitations, from the date such merger or acquisition becomes final but only for negligent acts, errors or omissions that take place subsequent to the merger or acquisition. In the event the total amount of revenues of all merged and acquired entities during the **Policy Period** exceed 25% of the **Named Insured's** annual revenues as set forth in its most recent application for insurance, the above provision shall no longer apply and any further mergers or acquisitions will be subject to Paragraph B., below.

- B. In the event during the **Policy Period** the **Named Insured** merges or acquires an entity that does not fall within the criteria detailed in Paragraph A. above, or where Paragraph A. above no longer applies by virtue of the provision contained in the last sentence of Paragraph A. above, then the **Named Insured** shall be required to give written notice to the Underwriters prior to the completion of a merger or acquisition of the **Named Insured**, and the Underwriters expressly reserve the right to request additional premium and/or to apply amended terms and conditions if this insurance is to remain in force subsequent to any merger or acquisition.

XVIII. ASSIGNMENT

The interest hereunder of any **Insured** is not assignable. If the **Insured** shall die or be adjudged incompetent, this insurance shall cover the **Insured's** legal representative as the **Insured**, as would be permitted by this Policy.

XIX. CANCELLATION

This Policy may be cancelled by the **Named Insured** or by the Underwriters by sending registered or certified mail notice to the other party stating when, not less than 60 days thereafter, cancellation shall be effective. However in the event of non-payment of premium by the **Named Insured**, this Policy may be cancelled by the Underwriters by sending registered or certified mail notice to the **Named Insured** stating when, not less than ten days thereafter, cancellation shall be effective.

The mailing of notice as aforesaid by the Underwriters shall be sufficient proof of notice, and the insurance under this Policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the **Named Insured** or by the Underwriters shall be equivalent to mailing.

In the event this Policy is cancelled, as aforesaid, the expiration date of this Policy shall be the effective date of such cancellation.

If this Policy shall be cancelled by the **Named Insured**, the Underwriters shall retain the short rate proportion of the premium for the period this Policy has been in force, calculated in accordance with the Short Rate Cancellation Table. If this Policy shall be cancelled by the Underwriters, the Underwriters shall retain the pro rata proportion of the premium for the period this Policy has been in force. Notice of cancellation by the Underwriters shall be effective even though the Underwriters make no payment or tender of return premium with such notice.

XX. SINGULAR FORM OF A WORD

Whenever the singular form of a word issued, herein, the same shall include the plural when required by context.

XXI. ENTIRE CONTRACT

By acceptance of this Policy, the **Insured** agrees that the statements in the Declarations and application are his or her agreements and representations, that this insurance is issued in reliance upon the truth of such representations and that this Policy embodies all agreements existing between the **Insured** and the Underwriters relating to this insurance.

XXII. NUCLEAR INCIDENT EXCLUSION

The insurance provided by this Policy does not apply:

- A. To injury sickness, disease, death or destruction
 - (1) with respect to which an **Insured** under this Policy of insurance is also an **Insured** under a nuclear energy liability insurance issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada or would be an **Insured** under any such insurance but for its termination upon exhaustion of its limits of liability; or
 - (2) resulting from the hazardous properties of nuclear material and with respect to which (i) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (ii) the **Insured** is, or had this insurance not been issued would be, entitled to indemnity from the United States of America, or any agency thereof under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- C. To injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if

- (1) the nuclear material (i) is at any nuclear facility owned by, or operated by or on behalf of, an **Insured** or (ii) has been discharged or dispersed there from;
- (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **Insured**; or
- (3) the injury, sickness, disease, death or destruction arises out of the furnishing by an **Insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to injury to or destruction of property at such nuclear facility.

D. As used in this Section: "hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or by-product material; "source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof, "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (i) containing by-product material and (ii) resulting from the operation by any person or organization of any nuclear facility under paragraph (1) or (2) thereof; "nuclear facility" means

- (1) any nuclear reactor;
- (2) any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing spent fuel, or (iii) handling, processing or packaging waste;
- (3) any equipment or device used for the processing, fabricating or alloying of special nuclear material if any time the total amount of such material in the custody of the **Insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 of any combination thereof, or 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 waste;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this Section is subject to the terms, exclusions, conditions and limitations of the insurance to which it is attached.

XXIII. SERVICE OF SUIT

- A. It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due under this insurance, the Underwriters hereon, at the request of the **Named Insured**, will submit to the jurisdiction of a court of competent jurisdiction within the United States. This Condition does not constitute and should not be understood to constitute an agreement by the Underwriters that an action is properly maintained in a specific forum, nor may it be construed as a waiver of the Underwriters' rights to commence an action in a 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 of the United States, all of which rights the Underwriters expressly reserve. It is further agreed that service of process in such suit may be made upon the designated entity in Item 7 of the Declarations, and that in any suit instituted against any one of them upon this contract, the Underwriters will abide by the final decision of such court in the event of an appeal.
- B. The Entity designated in Item 7 of the Declarations is authorized and directed to accept service of process on behalf of the Underwriters in any such suit and/or upon the request of the **Named Insured** to give written undertaking to the **Named Insured** that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted. Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute or his successor or successors in office, as his or her true and lawful attorney upon whom may be served any lawful process in any action, suit or proceedings instituted by or on behalf of the **Named Insured** or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the Entity, designated in Item 7 of the Declarations, as the person to whom the said officer is authorized to mail such process or a true copy thereof.

XXIV. SEVERAL LIABILITY

The subscribing Underwriters' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of his or her individual subscriptions. The subscribing Underwriters are not responsible for the subscription of any co subscribing Underwriter who for any reason does not satisfy all or part of its obligations.

XXV. LICENSURE

- A. It is a condition of the coverage afforded under the Policy that the facilities of the **Named Insured** and any **Insured** requiring a license to practice shall be licensed in accordance with all relevant federal, state and local requirements. The **Named Insured** warrants that as of the inception date of this Policy it has secured all relevant licenses.
- B. If, during the **Policy Period**, any **Insured's** licensure status is altered by withdrawal, revocation, denial, suspension or failure to renew, the **Named Insured** shall give written notice of such change to Underwriters' Representative within thirty days of the change becoming effective. Following receipt of such notice, the Underwriters may elect, at their sole option, to revise any Insuring Agreements, Definitions, Exclusions, Endorsements or other Conditions of this Policy with respect to the **Insured**, with effect from such date of such withdrawal, revocation, denial, suspension or failure to renew. Such action does not waive the Underwriters' option to invoke the provisions of Section XIX of this Policy. Furthermore, the Underwriters will have no obligation to

respond to any **Claim** arising out of **Professional Services** which took place subsequent to the date the of withdrawal, revocation, denial, suspension or failure to renew.



MISCELLANEOUS MEDICAL PROFESSIONAL, GENERAL, PRODUCTS, AND
EMPLOYEE BENEFITS LIABILITY APPLICATION

NOTICE: PART OR ALL OF THE POLICY FOR WHICH THIS APPLICATION IS MADE IS WRITTEN ON A CLAIMS MADE AND REPORTED BASIS, WHICH MEANS THAT THE POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED AND REPORTED IN WRITING TO THE INSURER DURING THE POLICY PERIOD OR THE OPTIONAL EXTENSION PERIOD, IF APPLICABLE. AMOUNTS INCURRED AS CLAIMS EXPENSES SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE DEDUCTIBLE. PLEASE READ THIS APPLICATION CAREFULLY.

BACKGROUND INFORMATION – PLEASE READ:

- 1. Please type or print clearly.
2. Answer ALL questions completely leaving no blanks. If any questions, or part thereof, do not apply, print N/A in the space.
3. If additional space is needed to answer any questions fully, please attach a separate page.
4. This application must be completed, dated and signed by a Principal of the Applicant.

Requested Attachments:

- 1. Loss History for the last FIVE years.
2. Most Recent Financial Statements.
3. Sample copy of contract, used by the Applicant in the provision of professional services.
4. Most recent local and/or State accreditation agency reports (if applicable).
5. Any marketing brochures or literature detailing services provided.

APPLICANT INFORMATION:

- a) Name of Applicant/Entity(s) Jon R. Thogmartin, MD PA
b) Date of Incorporation/Start of Operations: 12/01/00
c) Physical Address (City, State, Zip Code) 10900 Ulmerton Road, Largo, FL 33778
d) Telephone 727-582-6800 Fax 727-582-6844 Website
e) Legal Structure: Individual Partnership LLC
Corporation Joint Venture Other Professional Association
f) Tax Status: For Profit Not for Profit Governmental Other
g) List names, location, and descriptions of all legal entities, including subsidiaries for which Applicant is a part (continue on a separate sheet if necessary)

Table with 6 columns: Loc. #, Business Name and Address, Description, Date Acquired, Ownership %, Retroactive Date. Row 1: 1, Jon R. Thogmartin, MD PA, Medical Examiner's Office, 100%

- h) Have you sold, discontinued, or acquired any operations in the past 5 years, or do you plan to in the upcoming year? (Please list including name of entity and date acquired) Yes No

- i) List all licenses held by your facility including type and expiration dates.

Attached

- j) List any/all accreditation from governmental agencies/clients (JCAHO, AABB, AATB, FACT, ABC, CLIA, AOPO, EBAA, CAP, ASHI, etc.) and association memberships held by your facility and include a copy of your most recent report.

Attached

II. COVERAGE HISTORY

- a) Please provide details of professional liability coverage purchased in the last five (5) years to date:

Policy Period	Primary/Xs Limit	SR/Deductible	Carrier	Annual Premium	Occurrence or Claims Made?	Retroactive Date
10/01/14-15	1M/3M	\$25,000	Lloyds	\$31,879	Claims Made	12/01/00
10/01/13-14	1M/3M	\$25,000	Lloyds	\$31,879	Claims Made	12/01/00
10/01/12-13	1M/3M	\$25,000	Evanston	\$30,950	Claims Made	12/01/00
10/01/11-12	1M/3M	\$25,000	Evanston	\$47,517	Claims Made	12/01/00
10/01/10-11	1M/3M	\$25,000	Evanston	\$45,465	Claims Made	12/01/00

- b) Please provide details of general liability coverage purchased in the last five (5) years to date:

Policy Period	Primary/Xs Limit	SR/Deductible	Carrier	Annual Premium	Occurrence or Claims Made?	Retroactive Date
FY 13-14	1M/2M	\$0	Hartford		occurrence	N/A
FY 12-13	1M/2M	\$0	Hartford		occurrence	N/A
FY 11-12	1M/2M	\$0	Hartford		occurrence	N/A
FY 10-11	1M/2M	\$0	Amerisure		occurrence	N/A
FY 09-10	1M/2M	\$0	Amerisure		occurrence	N/A

- c) Do you currently carry employee benefits liability coverage? Yes No
If yes, what is the employee count, limit, deductible, and retroactive date?

Employee count: 54 / Limit \$ 1M / Deductible \$ 0

- d) Has the applicant ever been declined or refused coverage, or had its coverage cancelled or non-renewed? Yes No
If yes, please explain.

III. FINANCIAL INFORMATION

	Projected, next Fiscal/Annual Period	Past 12 Months; Most recent, full-annual	First Year Prior Financial Year:
Total Assets:			
Net Assets/Equity:			
Long Term Debt:			
Gross Revenues:			
Net Revenues/Income:			
Total Cash and Cash Equivalents:			

IV PROFESSIONAL SERVICE/PRODUCT PROFILE:

a) Please provide a full description of services rendered.
 Medical Examiner / Forensic Pathology

b) Operations: (for the previous 12 months please provide a breakout of the services provided, and the percentage of total gross revenues. Total must equal 100%)

	percentage		percentage
Ambulance Services		Medical Spa Services	
Ambulatory Surgical Center		Nursing Home/LTC Facility	
Behavioural Health Services		Optical Services	
Blood/Plasma Banking/sperm (see blood & tissue application)		Organ/Tissue Services/OPOs (see appendix #5)	
Clinical Trials (see appendix #2)		Pathology Services	100%
Community Health Clinic		Pharmacy Services (see pharmacy application)	
Fertility Services		Rehabilitation Services	
Foster/Adoption Services		Schools for Healthcare Professionals (see appendix #4)	
Genetic Testing Services		Sleep Center	
Group home/Adult Day-care		Social Services	
Healthcare Staffing (see appendix #3)		Substance Abuse Services	
Home Healthcare Services		Telemedicine Services	
Hospice Care Services		Urgent Care Center	
Imaging Services		Weight Loss Services	
Laboratory Services		All Other Services: Describe below	

All Other Services: n/a

c) Please provide the number of patient contacts in the previous 12 months and current projection:

(number of visits)	Projected, next Fiscal/Annual Period	Past 12 Months; Most recent, full-annual	First Year Prior Financial Year:
Clinic			
Laboratory			
Other (specify)			
TOTAL VISITS	<u>0</u>	<u>0</u>	<u>0</u>

d) Does the insured have any beds for overnight stays?..... Yes No
 (If yes, number of beds and average occupancy)

e) Has your facility been surveyed by an accreditation agency within the past three years? Yes No
 i. If "Yes", please list date(s) of last survey: 12/19/2014

f) Does the insured provide any services outside of the United States? Yes No
 (if yes, Please explain)

g) Do you compound in bulk, manufacture or wholesale medicine?..... Yes No
 (if yes, Please explain)

h) Does the applicant anticipate making any significant changes in the services/products provided within the next 12 months?..... Yes No
 (if yes, Please explain)

i) Does the insured sell any products? Yes No
 (If yes, Please explain)

j) Has a product ever been recalled? Yes No
 i. If "Yes", please explain (dates, volumes, and reasons for the recall)

V. MEDICAL STAFF PROFILE:

a) Schedule of Physicians, Surgeon, Osteopath, Podiatrist, Orthodontist, Chiropractor, Psychiatrist, Psychologist or Dentist – on Staff or Contracted: (supply separate sheet if necessary)

Name	Specialty	Board Certified	Hours Worked	Volunteer, Contracted or Employed	Has own Malpractice Insurance	Medical Director
		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

- i. Would you like any listed physician to be covered under the facility's policy? Yes No
(if yes, please submit a CV or application for each physician)
- ii. Is physician credentialing and privileging formalized and documented? Yes No
- iii. Do any of the above physicians have direct patient care responsibilities? Yes No
(if yes, what is the physician's role in providing services for the applicant's facility?)

b) Please provide details of all other staff utilized

Health Professional	Employed			Contracted		
	Full Time	Part Time	Hours	Full Time	Part Time	Hours
Registered Nurses						
Licensed Practical Nurses						
Licensed Vocational Nurses						
Nurse Practitioners						
Physician Assistants						
Certified Nursing Assistants						
Physical, Occupational, and Speech Therapists						
Home Health Aides						
Sitters/Companions						
Emergency Medical Technicians						
Paramedics						
Pharmacists						
Technicians						
Social Workers						
Other (please provide description)						

VI. RISK MANAGEMENT, CLAIMS HANDLING & LOSS CONTROL

a) Does the applicant have a full time risk manager on staff?..... Yes No
(If yes, please provide the following details.)

Name _____

Title _____

Telephone () - _____

Qualifications/Experience _____

b) Does the applicant have a formal, written risk management/loss prevention program?
(please provide details, separately if necessary) Yes No

c) Does the applicant require new employees to participate in a training program that instructs them on all applicable company policies and procedures?..... Yes No

d) Does the applicant handle claims in-house or utilize the services of a third party administrator?
(please provide details of in-house claims personnel/TPA used)

N/A

VII. CREDENTIALING:

- a) Are all health professionals credentialed prior to hiring?..... Yes No
- b) Are physicians required to be board certified in their speciality?..... Yes No
- c) How often are physicians re-credentialed? N/A
- d) Prior to hiring any employee, does the applicant verify:
 - i. Education background and training?..... Yes No
 - ii. Employment references with at least two previous employers?..... Yes No
 - iii. Criminal record, on a Local, State and National scale? (Please indicate which apply)
 - iv. Driving record?..... Yes No
 - v. Credit record?..... Yes No
 - vi. Drug tests?..... Yes No
 - vii. Sex Offender Registry?..... Yes No
- e) Does the applicant keep all information on file and verify its completion prior to employment commencement?..... Yes No

VIII. INSURED HISTORY - CLAIMS, LOSSES, AND INCIDENTS:

- a) Has any claim or suit for an error, omission or malpractice ever been made against you or your organization or any employees/staff working on your behalf?..... Yes No
If Yes, how many? _____ Complete a copy of our Supplemental Claim form for each
- b) Are you or any proposed insured for this insurance aware of any claim or suit, or any act, error, omission, fact, circumstance, or records request from any attorney which may result in a malpractice, general liability, or products liability claim or suit?..... Yes No
If Yes, has each of these been reported to the current or any prior insurer?..... Yes No
How many? _____ Complete a copy of our Supplemental Claim form for each
- c) Has the applicant or any staff:
 - i. ever been the subject of disciplinary/investigative proceedings or reprimand by a governmental/administrative agency, hospital or professional association? Yes No
 - ii. ever been convicted for an act committed in violation of any law or ordinance other than traffic offenses? Yes No
 - iii. ever been treated for alcoholism or drug addiction? Yes No
 - iv. ever had any state professional license or license to prescribe or dispense narcotics refused, suspended, revoked, renewal refuses or accepted only on special terms or ever voluntarily surrendered same? Yes No
(if yes, please provide an explanation on any/all incidents)

THE UNDERSIGNED IS AUTHORIZED BY THE APPLICANT AND DECLARES THAT THE STATEMENTS SET FORTH HEREIN AND ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE INSURER IN CONJUNCTION WITH THIS APPLICATION ARE TRUE. SIGNING OF THIS APPLICATION DOES NOT BIND THE APPLICANT OR THE INSURER TO COMPLETE THE INSURANCE, BUT IT IS AGREED THAT THE STATEMENTS CONTAINED IN THIS APPLICATION, ANY SUPPLEMENTAL ATTACHMENTS, AND THE MATERIALS SUBMITTED HERewith ARE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED AND HAVE BEEN RELIED UPON BY THE INSURER IN ISSUING ANY POLICY.

THIS APPLICATION AND MATERIALS SUBMITTED WITH IT SHALL BE RETAINED ON FILE WITH THE INSURER AND SHALL BE DEEMED ATTACHED TO AND BECOME PART OF THE POLICY IF ISSUED. THE INSURER IS AUTHORIZED TO MAKE ANY INVESTIGATION AND INQUIRY IN CONNECTION WITH THIS APPLICATION AS IT DEEMS NECESSARY.

THE APPLICANT AGREES THAT IF THE INFORMATION SUPPLIED ON THIS APPLICATION CHANGES BETWEEN THE DATE OF THIS APPLICATION AND THE EFFECTIVE DATE OF THE INSURANCE, THE APPLICANT WILL, IN ORDER FOR THE INFORMATION TO BE ACCURATE ON THE EFFECTIVE DATE OF THE INSURANCE, IMMEDIATELY NOTIFY THE INSURER OF SUCH CHANGES. AND THE INSURER MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS OR AUTHORIZATIONS OR AGREEMENTS TO BIND THE INSURANCE.

I HAVE READ THE FOREGOING APPLICATION OF INSURANCE AND REPRESENT THAT THE RESPONSES PROVIDED ON BEHALF OF THE APPLICANT ARE TRUE AND CORRECT.

WARNING

ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT (S)HE IS FACILITATING A FRAUD AGAINST THE INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT MAY BE GUILTY OF INSURANCE FRAUD.

COLORADO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurer to defraud or attempt to defraud the insurer. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurer or agent of an insurer who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance.

DISTRICT OF COLUMBIA: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines and an insurer may deny insurance benefits if false information materially related to a claim made by the applicant.

FLORIDA: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony in the third degree.

LOUISIANA AND MARYLAND: Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

MAINE, TENNESSEE, VIRGINIA AND WASHINGTON: It is a crime to knowingly provide false, incomplete or misleading information to an insurer to defraud the insurer. Penalties may include imprisonment, fines or denial of insurance benefits.

MINNESOTA: A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

OKLAHOMA: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

PENNSYLVANIA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

NEW YORK AND KENTUCKY: Any person who knowingly and with intent to defraud an insurer or other person files an application for insurance or statement of claims containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime. New York applicants are subject to a civil penalty not to exceed \$5,000 and the stated value of the claim for each such violation. Pennsylvania applicants are subject to criminal and civil penalties.

Signed: 

Date: 8/14/2015

Print Name: Jon R. Thogmartin

Title: President
(Owner, Partner, Authorized Officer)

If this Application is completed in Florida, please provide the Insurance Agent's name and license number. If this Application is completed in Iowa or New Hampshire, please provide the Insurance Agent's name and signature only.

Agent's Printed Name: _____

Florida Agent's License Number: _____

Agent's Signature: _____

APPLICANT'S INSTRUCTIONS - PLEASE READ:

1. Please type or print clearly.
2. Answer ALL questions completely leaving no blanks. If any questions, or part thereof, do not apply, print N/A in the space.
3. If additional space is needed to answer any questions fully, please attach a separate page.
4. This supplemental application must be completed, dated and signed by a Principal of the Applicant.
5. Complete one form for each incident, claim, or suit

a) Name of Applicant/Entity(s): Jon R. Thogmartin, M.D. P.A.

b) Name of Patient/Claimant(s): N/A

c) Date(s) of Treatment: N/A Date of Claim/Suit: _____

d) Claimant's Allegations: N/A

e) Additional Defendants: N/A

- f) Status of Claim: Incident (negligent act, error or omission or an Accident that could lead to a Claim)
 Claim (written notice received by any Insured of an intention to hold the Insured responsible for compensation for Damages)
 Suit (demand, notice, summons or other process received by the Insured or its representative)

- g) Description of Claim. (include nature of treatment and your involvement)
- a. Alleged act, error of omission on which the claims is based: _____
- b. Description of cases and events: _____
- c. Description of the type and extent of injury or damages allegedly sustained: _____

- h) Current Disposition of Claim:
- DISMISSED (action dropped without any payment to claimant of Statute of Limitations has expired)
- ABANDONED (no activity from claimant for over 3 years)
- WON by defense
- WON by claimant
- Total Paid: \$ _____ Amount Paid on your behalf: \$ _____
- Please Indicate: Court judgment, or Out of court settlement
- OPEN Claimant's settlement demand: \$ _____
- Defendant's Offer for settlement: \$ _____
- Insurer's loss reserve: \$ _____

i) Explain what steps have been taken to prevent recurrences of similar claims: _____

THE UNDERSIGNED IS AUTHORIZED BY THE APPLICANT AND DECLARES THAT THE STATEMENTS SET FORTH HEREIN AND ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE INSURER IN CONNECTION WITH THIS APPLICATION ARE TRUE. SIGNING OF THIS APPLICATION DOES NOT BIND THE APPLICANT OR THE INSURER TO COMPLETE THE INSURANCE, BUT IT IS AGREED THAT THE STATEMENTS CONTAINED IN THIS APPLICATION, ANY SUPPLEMENTAL ATTACHMENTS, AND THE MATERIALS SUBMITTED HERewith ARE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED AND HAVE BEEN RELIED UPON BY THE INSURER IN ISSUING ANY POLICY.

THIS APPLICATION AND MATERIALS SUBMITTED WITH IT SHALL BE RETAINED ON FILE WITH THE INSURER AND SHALL BE DEEMED ATTACHED TO AND BECOME PART OF THE POLICY IF ISSUED. THE INSURER IS AUTHORIZED TO MAKE ANY INVESTIGATION AND INQUIRY IN CONNECTION WITH THIS APPLICATION AS IT DEEMS NECESSARY.

THE APPLICANT AGREES THAT IF THE INFORMATION SUPPLIED ON THIS APPLICATION CHANGES BETWEEN THE DATE OF THIS APPLICATION AND THE EFFECTIVE DATE OF THE INSURANCE, THE APPLICANT WILL, IN ORDER FOR THE INFORMATION TO BE ACCURATE ON THE EFFECTIVE DATE OF THE INSURANCE, IMMEDIATELY NOTIFY THE INSURER OF SUCH CHANGES, AND THE INSURER MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS OR AUTHORIZATIONS OR AGREEMENTS TO BIND THE INSURANCE.

I HAVE READ THE FOREGOING APPLICATION OF INSURANCE AND REPRESENT THAT THE RESPONSES PROVIDED ON BEHALF OF THE APPLICANT ARE TRUE AND CORRECT.

FRAUD WARNING DISCLOSURE

ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT (S)HE IS FACILITATING A FRAUD AGAINST THE INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT MAY BE GUILTY OF INSURANCE FRAUD.

NOTICE TO ALABAMA, ARKANSAS, LOUISIANA, NEW MEXICO AND RHODE ISLAND APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NOTICE TO COLORADO APPLICANTS: IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE, AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AGENCIES.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

NOTICE TO FLORIDA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

NOTICE TO KANSAS APPLICANTS: ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO DEFRAUD, PRESENTS, CAUSES TO BE PRESENTED OR PREPARES WITH KNOWLEDGE OR BELIEF THAT IT WILL BE PRESENTED TO OR BY AN INSURER, PURPORTED INSURER, BROKER OR AGENT THEREOF, ANY WRITTEN STATEMENT AS PART OF, OR IN SUPPORT OF, AN APPLICATION FOR THE ISSUANCE OF, OR THE RATING OF AN INSURANCE POLICY FOR PERSONAL OR COMMERCIAL INSURANCE, OR A CLAIM FOR PAYMENT OR OTHER BENEFIT PURSUANT TO AN INSURANCE POLICY FOR COMMERCIAL OR PERSONAL INSURANCE WHICH SUCH PERSON KNOWS TO CONTAIN MATERIALLY FALSE INFORMATION CONCERNING ANY FACT MATERIAL THERETO; OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT.

NOTICE TO MAINE, TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS.

NOTICE TO MARYLAND APPLICANTS: ANY PERSON WHO KNOWINGLY OR WILLFULLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY OR WILLFULLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NOTICE TO OKLAHOMA APPLICANTS: WARNING: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

NOTICE TO KENTUCKY, NEW JERSEY, NEW YORK, OHIO AND PENNSYLVANIA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIMS CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES. (IN NEW YORK, THE CIVIL PENALTY IS NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000) AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION)

Signed: _____

Date: 8/19/2015

Print Name: Jon R. Thogmartin

Title: President

(Owner, Partner, Authorized Officer)

If this Application is completed in Florida, please provide the Insurance Agent's name and license number. If this Application is completed in Iowa or New Hampshire, please provide the Insurance Agent's name and signature only.

Agent's Printed Name: _____

Florida Agent's License Number: _____

Agent's Signature: _____

**PROFESSIONAL LIABILITY APPLICATION
ATTACHMENT A**

Licensed Physicians:		Specialty:	License Number:		EXPIRE DATE
IGNACIO	SUSAN S	FORENSIC PATHOLOGY	MEDICAL DOCTOR	ME80313	1/31/2017
KURZ	WAYNE D	FORENSIC PATHOLOGY	MEDICAL DOCTOR	ME96874	1/31/2017
PALMA	NOEL A	FORENSIC PATHOLOGY	MEDICAL DOCTOR	ME78540	1/31/2017
THOGMARTIN	JON R.	FORENSIC PATHOLOGY	MEDICAL DOCTOR	ME71056	1/31/2017
WILSON	CHRISTOPHER I.	FORENSIC PATHOLOGY	MEDICAL DOCTOR	ME79491	1/31/2016

OTHER STAFF UTILIZED:

FORENSIC LABORATORY PERSONNEL -	26 TOTAL	24 FULL-TIME	2 PART-TIME
MEDICAL EXAMINER SUPPORT PERSONNEL -	28 TOTAL	24 FULL-TIME	4 PART-TIME

ACCREDITATIONS FROM GOVERNMENTAL AGENCIES / ASSOCIATION MEMBERSHIPS

AMERICAN ACADEMY OF FORENSIC SCIENCES	12/31/15
AMERICAN BOARD OF CRIMINALISTICS	12/31/15
AMERICAN BOARD OF FORENSIC TOXICOLOGY	12/31/15
AMERICAN BOARD OF MEDICOLEGAL DEATH INVESTIGATORS	10/31/15
AMERICAN BOARD OF PATHOLOGY	N/A
AMERICAN SOCIETY FOR CLINICAL PATHOLOGY	12/31/15
AMERICAN SOCIETY FOR TESTING & MATERIALS INTERNATIONAL	12/31/15
AMERICAN SOCIETY OF CRIME LABORATORY DIRECTORS	05/01/16
ASSOCIATION OF FORENSIC QUALITY ASSURANCE MANAGERS	12/31/15
COLLEGE OF AMERICAN PATHOLOGISTS	12/31/15
DRUG ENFORCEMENT AGENCY/CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE	11/30/15
FLORIDA ASSOCIATION OF MEDICAL EXAMINERS	12/31/15
FLORIDA MEDICAL ASSOCIATION	10/31/15
FLORIDA WEST COAST FUNERAL PROFESSIONALS ASSOCIATION	12/31/15
FORENSIC TOXICOLOGIST CERTIFICATION BOARD	08/31/15
FRATERNAL ORDER OF POLICE	12/31/15
NATIONAL ASSOCIATION OF MEDICAL EXAMINERS	10/31/15
PINELLAS COUNTY MEDICAL ASSOCIATION	07/31/15
SOCIETY OF FORENSIC TOXICOLOGISTS	12/31/15

Schedule B



PRODUCER COMPENSATION NOTICE

You can review and obtain information on The Hartford's producer compensation practices at www.TheHartford.com or at 1-800-592-5717.

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THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

Terrorism Premium:

\$ 37.00

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, as amended (TRIA), we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for "certified acts of terrorism" under TRIA. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement.

B. The following definition is added with respect to the provisions of this endorsement:

1. A "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of TRIA, to be an act of terrorism under TRIA. The criteria contained in TRIA for a "certified act of terrorism" include the following:
 - a. The act results in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
 - b. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of an United States mission; and
 - c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the

United States or to influence the policy or affect the conduct of the United States Government by coercion

C. Disclosure Of Federal Share Of Terrorism Losses

The United States Department of the Treasury will reimburse insurers for a portion of insured losses, as indicated in the table below, attributable to "certified acts of terrorism" under TRIA that exceeds the applicable insurer deductible:

Calendar Year	Federal Share of Terrorism Losses
2015	85%
2016	84%
2017	83%
2018	82%
2019	81%
2020 or later	80%

However, if aggregate industry insured losses under TRIA exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. The United States government has not charged any premium for their participation in covering terrorism losses.

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D. Cap On Insurer Liability for Terrorism Losses

If aggregate industry insured losses attributable to "certified acts of terrorism" under TRIA exceed \$100 billion in a calendar year and we have met, or will meet, our insurer deductible under TRIA, we shall not be liable for the payment of any portion of the amount of such losses that exceed \$100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible. In accordance with the Treasury's procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

E. Application of Other Exclusions

The terms and limitations of any terrorism exclusion, the inapplicability or omission of a terrorism exclusion, or the inclusion of terrorism coverage, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Form, Coverage Part or Policy.

F. All other terms and conditions remain the same.



IMPORTANT NOTICE TO POLICYHOLDERS

To help your insurance keep pace with increasing costs, we have increased your amount of insurance giving you better protection in case of either a partial, or total loss to your property.

If you feel the new amount is not the proper one, please contact your agent or broker.

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IMPORTANT NOTICE FOR FLORIDA POLICYHOLDERS

If you would like to present inquiries or obtain information about coverage or obtain assistance in resolving a complaint, please contact YOUR HARTFORD AGENT, or you may contact The Hartford at the number stated below.

SERVICING OFFICE:

THE HARTFORD
8711 UNIVERSITY EAST DRIVE
CHARLOTTE NC 28213
(866) 467-8730

THE HARTFORD COMPANY:

SENTINEL INSURANCE COMPANY, LIMITED

Written correspondence is preferable so that a record of your inquiry is maintained.

PLEASE BE SURE TO INCLUDE YOUR POLICY NUMBER IN ANY CORRESPONDENCE.

*1100221BR14460116 02071



46 This **Spectrum Policy** consists of the Declarations, Coverage Forms, Common Policy Conditions and any
14 other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the stock
BR insurance company of The Hartford Insurance Group shown below.

SBA

INSURER: SENTINEL INSURANCE COMPANY, LIMITED
ONE HARTFORD PLAZA, HARTFORD, CT 06155
COMPANY CODE: A



Policy Number: 21 SBA BR1446 DV

SPECTRUM POLICY DECLARATIONS

ORIGINAL

Named Insured and Mailing Address: JON R THOGMARTIN MD PA
(No., Street, Town, State, Zip Code)
10900 ULMERTON RD
LARGO FL 33778

Policy Period: From 10/01/15 To 10/01/16 1 YEAR
12:01 a.m., Standard time at your mailing address shown above. **Exception:** 12 noon in New Hampshire.

Name of Agent/Broker: STAHL & ASSOCIATES INSURANCE/PHS
Code: 225067

Previous Policy Number: 21 SBA BR1446

Named Insured is: CORPORATION

Audit Period: NON-AUDITABLE

Type of Property Coverage: SPECIAL

Insurance Provided: In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

TOTAL ANNUAL PREMIUM IS: \$4,074

FLORIDA FC SURCHARGE: \$ 4.07
FL EMERG MGMT SURCH: \$ 4.00
FL FIGA REG 2011: \$ 6.74

Countersigned by *Susan S. Castaneda*
Authorized Representative

08/04/15
Date

02072

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SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 21 SBA BR1446

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 001 **Building:** 001

10900 ULMERTON RD
LARGO FL 33778

Description of Business:

Medical Office - Other

Deductible: \$ 1,000 PER OCCURRENCE

WINDSTORM OR HAIL: 3% (FORM SS 82 07) INCLD BI 72 HR WAITING PERIOD

BUILDING AND BUSINESS PERSONAL PROPERTY LIMITS OF INSURANCE

BUILDING

NO COVERAGE

BUSINESS PERSONAL PROPERTY

REPLACEMENT COST \$ 5,900

PERSONAL PROPERTY OF OTHERS

REPLACEMENT COST NO COVERAGE

MONEY AND SECURITIES

INCREASED LIMITS

INSIDE THE PREMISES \$ 10,000

OUTSIDE THE PREMISES \$ 10,000

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 21 SBA BR1446

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 001 Building: 001

PROPERTY OPTIONAL COVERAGES APPLICABLE LIMITS OF INSURANCE TO THIS LOCATION

BUSINESS INCOME EXTENSION FOR
OFF-PREMISES UTILITY SERVICES \$ 25,000
FORM SS 04 19

SUPER STRETCH HEALTHCARE
FORM: SS 41 54
THIS FORM INCLUDES MANY ADDITIONAL
COVERAGES AND EXTENSIONS OF
COVERAGES. A SUMMARY OF THE
COVERAGE LIMITS IS ATTACHED.

OFF PREMISES UTILITY SERVICES -
DIRECT DAMAGE: FORM SS 40 18 \$ 30,000

LIMITED FUNGI, BACTERIA OR VIRUS
COVERAGE: \$ 50,000
FORM SS 40 93

THIS IS THE MAXIMUM AMOUNT OF
INSURANCE FOR THIS COVERAGE,
SUBJECT TO ALL PROPERTY LIMITS
FOUND ELSEWHERE ON THIS
DECLARATION.
INCLUDING BUSINESS INCOME AND EXTRA
EXPENSE COVERAGE FOR:

30 DAYS

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SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 21 SBA BR1446

PROPERTY OPTIONAL COVERAGES APPLICABLE TO ALL LOCATIONS LIMITS OF INSURANCE

**BUSINESS INCOME AND EXTRA EXPENSE
COVERAGE** 12 MONTHS ACTUAL LOSS SUSTAINED
**COVERAGE INCLUDES THE FOLLOWING
COVERAGE EXTENSIONS:**

ACTION OF CIVIL AUTHORITY: 30 DAYS
EXTENDED BUSINESS INCOME: 30 CONSECUTIVE DAYS

EQUIPMENT BREAKDOWN COVERAGE
DEDUCTIBLE: \$1,000 FORM: SS 40 65
**COVERAGE FOR DIRECT PHYSICAL LOSS
DUE TO:**
**MECHANICAL BREAKDOWN,
ARTIFICIALLY GENERATED CURRENT
AND STEAM EXPLOSION**

**THIS ADDITIONAL COVERAGE INCLUDES
THE FOLLOWING EXTENSIONS**

HAZARDOUS SUBSTANCES	\$ 50,000
EXPEDITING EXPENSES	\$ 50,000

**MECHANICAL BREAKDOWN COVERAGE ONLY
APPLIES WHEN BUILDING OR BUSINESS
PERSONAL PROPERTY IS SELECTED ON
THE POLICY**

IDENTITY RECOVERY COVERAGE \$ 15,000
FORM SS 41 12

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 21 SBA BR1446

BUSINESS LIABILITY

LIMITS OF INSURANCE

LIABILITY AND MEDICAL EXPENSES \$1,000,000

MEDICAL EXPENSES - ANY ONE PERSON \$ 10,000

PERSONAL AND ADVERTISING INJURY \$1,000,000

**DAMAGES TO PREMISES RENTED TO YOU
ANY ONE PREMISES \$1,000,000**

**AGGREGATE LIMITS
PRODUCTS-COMPLETED OPERATIONS \$2,000,000**

GENERAL AGGREGATE \$2,000,000

**EMPLOYMENT PRACTICES LIABILITY
COVERAGE: FORM SS 09 64**

EACH CLAIM LIMIT \$ 10,000

**DEDUCTIBLE - EACH CLAIM LIMIT
NOT APPLICABLE**

AGGREGATE LIMIT \$ 10,000

RETROACTIVE DATE: 10012011

This **Employment Practices Liability Coverage** contains claims made coverage. Except as may be otherwise provided herein, specified coverages of this insurance are limited generally to liability for injuries for which claims are first made against the insured while the insurance is in force. Please read and review the insurance carefully and discuss the coverage with your Hartford Agent or Broker.

The Limits of Insurance stated in this Declarations will be reduced, and may be completely exhausted, by the payment of "defense expense" and, in such event, The Company will not be obligated to pay any further "defense expense" or sums which the insured is or may become legally obligated to pay as "damages".

**BUSINESS LIABILITY OPTIONAL
COVERAGES**

**UMBRELLA LIABILITY - SEE
SCHEDULE ATTACHED**

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SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 21 SBA BR1446

**BUSINESS LIABILITY OPTIONAL COVERAGES
(Continued)**

LIMITS OF INSURANCE

EMPLOYEE BENEFITS LIABILITY

COVERAGE: FORM SS 40 50

EACH CLAIM

\$1,000,000

AGGREGATE

\$2,000,000

CYBERFLEX COVERAGE

FORM SS 40 26

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 21 SBA BR1446

ADDITIONAL INSURED: THE FOLLOWING ARE ADDITIONAL INSURED FOR BUSINESS LIABILITY COVERAGE IN THIS POLICY.

LOCATION	001 BUILDING	001
TYPE	PERSON ORGANIZATION	
NAME	SEE FORM IH 12 00	

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SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 21 SBA BR1446

Form Numbers of Forms and Endorsements that apply:

SS 00 01 03 14	SS 00 05 10 08	SS 00 07 07 05	SS 00 08 04 05
SS 48 01 01 10	SS 00 23 06 96	SS 01 58 04 13	SS 04 19 04 09
SS 04 22 07 05	SS 04 30 07 05	SS 04 39 07 05	SS 04 41 04 09
SS 04 42 09 07	SS 04 44 07 05	SS 04 45 07 05	SS 04 47 04 09
SS 04 78 07 05	SS 04 80 03 00	SS 04 86 03 00	SS 40 18 07 05
SS 40 26 06 11	SS 40 50 10 08	SS 40 65 07 05	SS 40 93 07 05
SS 41 12 12 07	SS 41 51 10 09	SS 41 54 01 10	SS 41 56 01 10
SS 41 62 06 11	SS 41 63 06 11	IH 10 01 09 86	SS 05 47 09 01
SS 50 57 04 05	SS 09 64 06 11	SS 50 19 01 15	IH 99 40 04 09
SX 80 01 06 97	SS 82 07 06 12	SS 38 25 12 07	SS 83 76 01 15
IH 12 00 11	85 ADDITIONAL INSURED - PERSON-ORGANIZATION		

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COMMON POLICY CONDITIONS

QUICK REFERENCE - SPECTRUM POLICY

DECLARATIONS and COMMON POLICY CONDITIONS

I. DECLARATIONS

Named Insured and Mailing Address

Policy Period

Description and Business Location

Coverages and Limits of Insurance

II. COMMON POLICY CONDITIONS

Beginning on Page

A. Cancellation	1
B. Changes	1
C. Concealment, Misrepresentation Or Fraud	2
D. Examination Of Your Books And Records	2
E. Inspections And Surveys	2
F. Insurance Under Two Or More Coverages	2
G. Liberalization	2
H. Other Insurance - Property Coverage	2
I. Premiums	2
J. Transfer Of Rights Of Recovery Against Others To Us	2
K. Transfer Of Your Rights And Duties Under This Policy	3
L. Premium Audit	3



COMMON POLICY CONDITIONS

All coverages of this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

a. 5 days before the effective date of cancellation if any one of the following conditions exists at any building that is Covered Property in this policy:

(1) The building has been vacant or unoccupied 60 or more consecutive days. This does not apply to:

- (a) Seasonal unoccupancy; or
- (b) Buildings in the course of construction, renovation or addition.

Buildings with 65% or more of the rental units or floor area vacant or unoccupied are considered unoccupied under this provision.

(2) After damage by a Covered Cause of Loss, permanent repairs to the building:

- (a) Have not started; and
- (b) Have not been contracted for, within 30 days of initial payment of loss.

(3) The building has:

- (a) An outstanding order to vacate;
- (b) An outstanding demolition order; or
- (c) Been declared unsafe by governmental authority.

(4) Fixed and salvageable items have been or are being removed from the building and are not being replaced. This does not apply to such removal that is necessary or incidental to any renovation or remodeling.

(5) Failure to:

(a) Furnish necessary heat, water, sewer service or electricity for 30 consecutive days or more, except during a period of seasonal unoccupancy; or

(b) Pay property taxes that are owing and have been outstanding for more than one year following the date due, except that this provision will not apply where you are in a bona fide dispute with the taxing authority regarding payment of such taxes.

b. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.

c. 30 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this policy is canceled, we will send the first Named Insured any premium refund due. Such refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

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COMMON POLICY CONDITIONS

C. Concealment, Misrepresentation Or Fraud

This policy is void in any case of fraud by you as it relates to this policy at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This policy;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this policy.

D. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to the policy at any time during the policy period and up to three years afterward.

E. Inspections And Surveys

1. We have the right but are not obligated to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. Any inspections, surveys, reports or recommendations will relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of any person. We do not represent or warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations on our behalf.

F. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

G. Liberalization

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to, or at any time during, the policy period, the broadened coverage will immediately apply to this policy.

H. Other Insurance - Property Coverage

If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount

due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

I. Premiums

1. The first Named Insured shown in the Declarations:
 - a. Is responsible for the payment of all premiums; and
 - b. Will be the payee for any return premiums we pay.
2. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. If applicable, on each renewal, continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.
3. With our consent, you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:
 - a. Paid to us prior to the anniversary date; and
 - b. Determined in accordance with Paragraph 2. above.

Our forms then in effect will apply. If you do not pay the continuation premium, this policy will expire on the first anniversary date that we have not received the premium.

4. Changes in exposures or changes in your business operation, acquisition or use of locations that are not shown in the Declarations may occur during the policy period. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

J. Transfer Of Rights Of Recovery Against Others To Us

Applicable to Property Coverage:

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property; or
2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:

COMMON POLICY CONDITIONS

- a. Someone insured by this insurance;
- b. A business firm:
 - (1) Owned or controlled by you; or
 - (2) That owns or controls you; or
- c. Your tenant.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.

This will not restrict your insurance.

K. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is

appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

L. Premium Audit

- a. We will compute all premiums for this policy in accordance with our rules and rates.
- b. The premium amount shown in the Declarations is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Any additional premium found to be due as a result of the audit are due and payable on notice to the first Named Insured. If the deposit premium paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must maintain all records related to the coverage provided by this policy and necessary to finalize the premium audit, and send us copies of the same upon our request.

Our President and Secretary have signed this policy. Where required by law, the Declarations page has also been countersigned by our duly authorized representative.

Lisa Levin, Secretary

Douglas Elliot, President

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUILDING LIMIT- AUTOMATIC INCREASE REVISION

This endorsement modifies insurance provided under the following:

**SPECIAL PROPERTY COVERAGE FORM
STANDARD PROPERTY COVERAGE FORM**

Except as otherwise stated in this endorsement, the terms and conditions of the policy apply to the insurance stated below.

A. Paragraph C.5 Building Limit-Automatic Increase of the SPECIAL PROPERTY COVERAGE FORM or STANDARD PROPERTY COVERAGE FORM is deleted.

B. The following is added to Additional Coverages, paragraph A.5 of the SPECIAL PROPERTY COVERAGE FORM or paragraph A.4. of the STANDARD PROPERTY COVERAGE FORM:

Building Limit - Automatic Increase

a. If the covered loss or damage to Building property at a "scheduled premises" exceeds the Limit of Insurance stated in the Declarations, the Limit of Insurance available for the covered loss or damage in that occurrence will automatically increase by up to 8%.

b. The amount of increase will be:

(1) The Limit of Insurance for Buildings that applied on the most recent of the policy inception date, policy anniversary date, or the date of any other policy change amending the Building limit, multiplied by

(2) The 8% annualized percentage of Automatic Increase, expressed as a decimal

(08), multiplied by

(3) The number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the Limit of Insurance for Buildings, divided by 365.

Example:

The applicable Limit of Insurance for Buildings is \$100,000. The automatic increase percentage is 8%. The number of days since the beginning of the policy period (or last policy change) is 146.

The amount of increase is:

$\$100,000 \times .08 \times 146 \text{ divided by } 365 = \$3,200$

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

**BUSINESS LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
SPECIAL PROPERTY COVERAGE FORM
STANDARD PROPERTY COVERAGE FORM
UMBRELLA LIABILITY PROVISIONS**

A. Disclosure Of Federal Share Of Terrorism Losses

The United States Department of the Treasury will reimburse insurers for a portion of such insured losses, as indicated in the table below that exceeds the applicable insurer deductible:

Calendar Year	Federal Share of Terrorism Losses
2015	85%
2016	84%
2017	83%
2018	82%
2019	81%
2020 or later	80%

However, if aggregate industry insured losses, attributable to "certified acts of terrorism" under the federal Terrorism Risk Insurance Act, as amended (TRIA), exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. The United States government has not charged any premium for their participation in covering terrorism losses.

B. Cap On Insurer Liability for Terrorism Losses

A "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of federal Terrorism Risk Insurance Act, to be an act of terrorism under TRIA. The criteria contained in TRIA for a "certified act of terrorism" include the following:

1. The act results in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and

2. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of an United States mission; and
3. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate industry insured losses attributable to "certified acts of terrorism" under TRIA exceed \$100 billion in a calendar year, and we have met, or will meet, our insurer deductible under TRIA, we shall not be liable for the payment of any portion of the amount of such losses that exceed \$100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible. In accordance with the Treasury's procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

C. Application Of Exclusions

The terms and limitations of any terrorism exclusion, the inapplicability or omission of a terrorism exclusion, or the inclusion of terrorism coverage, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Form or Policy, such as losses excluded by the Pollution Exclusion, Nuclear Hazard Exclusion and the War And Military Action Exclusion.

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POLICY NUMBER: 21 SBA BR1446



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

THE CITY OF JACKSONVILLE, FLORIDA
214 N HOGAN STREET, SUITE 800, 8TH FLOOR
JACKSONVILLE, FLORIDA 32202
RE: LOC 001 BLDG 001.

*1100221BR14460116 02081





U.S. DEPARTMENT OF THE TREASURY, OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by the United States. **Please read this Notice carefully.**

The Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy or economy of the United States. OFAC acts under Presidential national emergency powers, as well as authority granted by specific legislation, to impose controls on transactions and freeze assets under U.S. jurisdiction. OFAC publishes a list of individuals and companies owned or controlled by, or acting for or on behalf of, targeted countries. It also lists individuals, groups, and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific. Collectively, such individuals and companies are called "Specially Designated Nationals and Blocked Persons" or "SDNs". Their assets are blocked and U.S. persons are generally prohibited from dealing with them. This list can be located on OFAC's web site at – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is an SDN, as identified by OFAC, the policy is a blocked contract and all dealings with it must involve OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC.

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Insurer: SENTINEL INSURANCE COMPANY, LIMITED
ONE HARTFORD PLAZA, HARTFORD, CT 06155



This Declarations Page, with Umbrella Liability Provisions and Endorsements, if any, issued to form a part thereof, shall together constitute this Umbrella Liability Supplemental Contract, which in turn forms a part of Policy Number shown below.

None of the provisions of the policy to which this Supplemental Contract is attached applies to the Umbrella Liability Insurance provided hereunder.

Wherever the word "policy" appears in this form or in endorsements attached to or made a part of this Supplemental Contract, it means "Supplemental Contract".

POLICY NUMBER: 21 SBA BR1446

DECLARATIONS

Named Insured and Mailing Address: JON R THOGMARTIN MD PA

10900 ULMERTON RD
LARGO FL 33778

Policy Period From: 10/01/15 To: 10/01/16
12:01 A.M., Standard time at the address of the named insured as stated herein.

Premium \$ INCLUDED ADVANCE PREMIUM

Self Insured Retention \$10,000 each occurrence

The Limits of Insurance subject to all the terms of this policy that apply are:

Each Occurrence	\$ 3,000,000	Products-Completed Operations Aggregate Limit	\$ 3,000,000
General Aggregate Limit (Other than Products - Completed Operations, Bodily Injury By Disease and Automobile)	\$ 3,000,000	Bodily Injury By Disease Aggregate Limit	\$ 3,000,000

Schedule of Underlying Insurance Policies

See Attached "Extension Schedule of Underlying Insurance Policies"

Form Numbers of Forms and Endorsements that apply.

SX80041008	SX80020405	SX04021008	SX02081111
SX21040697	SX21050697	SX21240300	SX21821008
SX24010401	SX24311008	SX24311008	SX24330610
SX24580901	SX99161210		

Countersigned by

Susan L. Castaneda

Authorized Representative

08/04/15
Date

*1100221BR14460116 02083

EXTENSION SCHEDULE OF UNDERLYING INSURANCE POLICIES



This extension schedule forms a part of the policy designated in the Declarations.

Carrier, Policy Number and Policy Period:

A. SENTINEL INSURANCE COMPANY, LIMITED

21 SBA BR1446 10/01/15 TO 10/01/16

Type of Coverage

(X) Business Liability - including:

- Employees as Additional Insureds
- Contractual Liability
- Limited Non-Owned Watercraft
- Additional Insureds
- Damages To Premises Rented To You

- (X) Personal and Advertising Injury
- (X) Products/Completed Operations

() Hired Auto and Non-Owned Auto

Applicable Limits
 Bodily Injury and Property Damage
 Liability Combined
 \$1,000,000 each occurrence
 \$2,000,000 general aggregate

Property Damage Liability
 \$1,000,000 each occurrence

\$1,000,000
 \$2,000,000 Prod./Comp. Ops.
 aggregate
 Limit of Liability

B. SAFECO INSURANCE COMPANIES

01CI41348720 10/01/15 TO 10/01/16

(X) Comprehensive Automobile Liability -
 Owned Automobiles

(X) Non-Owned Automobiles

(X) Hired Automobiles

() Uninsured Motorist

Bodily Injury Liability
 each person
 each accident
 Property Damage Liability
 each accident
 Bodily Injury and Property Damage
 \$1,000,000 Liability Combined
 each accident
 each occurrence

C. BRIDGEFIELD EMPLOYERS

83018810 10/01/15 TO 10/01/16

(X) Employer's Liability

\$ 500,000 each accident*
 \$ 500,000 each employee by
 disease*
 \$ 500,000 total policy by disease*

D.

() Liquor Liability

An "X" marked in the box indicates the coverage is provided in the Underlying Policies.

(Note Maintenance of Underlying Insurance Condition SX 80 02 or SX 80 03)

*Except that in any jurisdiction where the amount of Employers Liability Coverage afforded by the underlying insurer is by law unlimited, the limit stated does not apply and the policy of which this extension schedule forms a part shall afford no insurance with respect to Employers Liability in such jurisdiction.

02084 *1100221BR14460116



**EXTENSION SCHEDULE OF UNDERLYING
INSURANCE POLICIES (Continued)**

POLICY NUMBER: 21 SBA BR1446

Carrier, Policy Number and Policy Period:
E.

Type of Coverage	Applicable Limits
<input type="checkbox"/> Foreign Commercial General Liability- including: Personal and Advertising Injury Products/Completed Operations	each occurrence Personal and Advertising Injury aggregate Products/Completed Operations aggregate
<input type="checkbox"/> Foreign Contingent Auto Liability	each accident
<input type="checkbox"/> Foreign Employer's Liability	each accident * each employee by disease* total policy by disease*

An "X" marked in the box indicates the coverage is provided in the Underlying Policies.

(Note Maintenance of Underlying Insurance Condition SX 80 02 or SX 80 03)

*Except that in any jurisdiction where the amount of Employers Liability Coverage afforded by the underlying insurer is by law unlimited, the limit stated does not apply and the policy of which this extension schedule forms a part shall afford no insurance with respect to Employers Liability in such jurisdiction.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE BENEFITS LIABILITY ENDORSEMENT - OCCURRENCE

This endorsement modifies insurance provided under the

UMBRELLA LIABILITY PROVISIONS

SCHEDULE I

Coverage	Limits of Insurance	
Employee Benefits Liability	\$ 3,000,000	Each Claim Limit
	\$ 3,000,000	Employee Benefits Liability Aggregate Limit

SCHEDULE II

"Controlling Underlying Insurance Policy"

Insurer: SENTINEL INSURANCE COMPANY, LIMITED
 Policy No.: 21 SBA BR1446 Policy Period: 10/01/15 TO 10/01/16

Coverage	Limits of Insurance	
Employee Benefits Liability	\$ 1,000,000	Each Claim Limit
	\$ 2,000,000	Employee Benefits Liability Aggregate Limit

This policy is extended to apply to Employee Benefits Liability, subject to the following additional provisions:

1. Except as otherwise provided by this endorsement, the insurance afforded herein shall follow all the terms, definitions and exclusions of the "controlling underlying insurance policy" designated in Schedule II.
2. SECTION I - COVERAGE
EMPLOYEE BENEFITS LIABILITY
A. We will pay those sums that the insured must legally pay as "damages":
 1. Arising out of "employee benefits injury" to which this endorsement applies; and
 2. That are in excess of the Limits of Insurance in the "controlling underlying insurance policy."
- B. This insurance does not apply to "employee benefits injury" unless it occurs after the effective date of this endorsement and during the "policy period" of this policy.
3. SECTION III - LIMITS OF INSURANCE
A. The Limits of Insurance shown in Schedule I and the rules below fix the most we will pay regardless of the number of:
 1. Insureds;
 2. "Claims" made or "suits" brought; or

02085
*1100221BR14460116



3. Persons or organizations making "claims" or bringing "suits."
- B. The Employee Benefits Liability Aggregate Limit is the most we will pay for all damages to which this endorsement applies.
- C. Subject to B. above the Each Claim Limit is the most we will pay for all damages with respect to any one "claim".
- Two or more "claims" arising out of a single "employee benefits injury" or a series of related "employee benefits injuries" shall be considered one "claim". Any such "claim", whenever made and reported to us, shall be subject to the Each Claim Limit.
- D. Our obligations under this endorsement end when the applicable Limit of Insurance is used up. If we pay for any damages in excess of that Limit of Insurance, you agree to reimburse us for such amounts.

- E. The Limits of Insurance shown in Schedule I apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the "policy period" shown in Schedule II, unless the endorsement is extended after issuance for an additional period of less than 12 months. In that case the additional period will be deemed part of the last preceding period for the purpose of determining the Limits of Insurance.

4. ADDITIONAL DEFINITIONS

"Controlling underlying insurance policy" means the policy of "underlying insurance" designated in Schedule II providing coverage and limits for Employee Benefits Liability.

Policy Number: 21 SBA BR1446
Effective Date: 10/01/15
Named Insured: JON R THOGMARTIN MD PA



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - DESIGNATED PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the

SPECTRUM UMBRELLA LIABILITY SUPPLEMENTAL CONTRACT

SCHEDULE

Description of Professional Services:

1. MEDICAL SERVICES TREATMENT,
ADVICE OR INSTRUCTION
- 2.
- 3.

This policy does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering of or failure to render any professional services described in the Schedule of this endorsement.

*1100221BR14460116 02086





UNINSURED MOTORIST OPTION FORM - FLORIDA

Named Insured JON R THOGMARTIN MD PA	Policy Number 21 SBA BR1446
Producer STAHL & ASSOCIATES INSURANCE/PHS	Producer Code 225067

We are required to make excess uninsured motorist coverage available in connection with umbrella and excess policies issued in your state. (As used in this form uninsured motorist coverage includes underinsured motorist coverage *where indicated in the law.*)

Under this umbrella or excess policy, you may elect uninsured motorist coverage with limits up to the bodily injury liability limits contained in your policy or \$1 million, whichever is less.

If you elect coverage, we require that you purchase and maintain underlying uninsured motorist coverage in limits equal to the total bodily injury liability limit provided by your Automobile Liability Policy plus other underlying insurance, if any. Otherwise, we must refuse to write the umbrella or excess policy.

Please contact your agent or broker if you have any questions.

IF YOU ELECT COVERAGE THE FOLLOWING APPLIES:

I agree to maintain uninsured motorist coverage provided by my Automobile Liability Policy and any other underlying insurance, having total limits of at least \$1,000,000.

Please check if requesting coverage and sign below.

I request that excess uninsured motorist coverage be provided in my umbrella or excess policy at limits equal of the umbrella or excess policy limit of liability applied for or \$1 million, whichever is less. I understand this coverage will be endorsed on to my policy for an additional charge.

You are purchasing uninsured motorist limits that may be less than your bodily injury liability limits when you sign this form. Please read carefully.

Authorized Signature: _____ Date: _____

Title: _____

If we do not receive this signed form within 30 days it is presumed coverage is rejected.

*1100221BR14460116 02087



SCHEDULE B



A Member of Great American Insurance Group
A Stock Insurer • P.O. Box 988 • Lakeland, FL 33802-0988

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY INFORMATION PAGE

Carrier code 31267

Policy number 830-18810

Item 1. Insured

Name **Jon R Thogmartin, M D, P A**
and
Address **10900 Ulmerton Rd
Largo, FL 33778-1633**

Prior policy number _____

RISK I.D. 097200289

Individual Corporation
 Partnership Subchapter "S"
 Other

Other workplaces not shown above:

SEE EXTENSION OF INFORMATION PAGE ITEM 1

FEIN 59-3681958

Item 2. Policy period

From 10/01/15 to 10/01/16 12:01 a.m. standard time at the address of the insured as stated herein.

Item 3. Coverage

A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: **Florida**

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident	\$	500,000	each accident
Bodily Injury by Disease	\$	500,000	each employee
Bodily Injury by Disease	\$	500,000	policy limit

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

Alabama Arkansas Georgia Kentucky Louisiana Mississippi North Carolina South Carolina Tennessee

D. This policy includes these endorsements and schedules:

SEE EXTENSION OF INFORMATION PAGE ITEM 3.D

Item 4. Premium

The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications	Code No.	Premium Basis: Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
SEE EXTENSION OF INFORMATION PAGE ITEM 4				

Total Estimated Annual Premium \$ 36,397.26

Minimum Premium \$.00

Expense Constant \$ 200.00

Countersigned by 

Date 10/01/15

949 Roger Bouchard Insurance Inc.

lr Date Prepared: 10/01/15

EXTENSION OF INFORMATION PAGE WC 00 00 01 A - ITEM 1

CARRIER: Bridgefield Employers Insurance Company
P.O. Box 988
Lakeland, FL 33802-0988
(863)665-6060

AGENCY: Roger Bouchard Insurance Inc. - 949
PO BOX 6090
CLEARWATER, FL 33758
(239)489-3232

INSURED: Jon R Thogmartin, M D, P A
DBA:
10900 Ulmerton Rd
Largo, FL 33778-1633

POLICY NUMBER: 830 - 18810
POLICY PERIOD: 10/01/15 - 10/01/16

Other workplaces

Jon R Thogmartin, M D, P A
10900 Ulmerton Rd
Largo, FL 33778-1633
FEDERAL ID# 59-3681958
CORPORATION

EXTENSION OF INFORMATION PAGE WC 00 00 01 A - ITEM 3.D

CARRIER: Bridgefield Employers Insurance Company **AGENCY:** Roger Bouchard Insurance Inc. - 949
P.O. Box 988 PO BOX 6090
Lakeland, FL 33802-0988 CLEARWATER, FL 33758
(863)665-6060 (239)489-3232

INSURED: Jon R Thogmartin, M D, P A **POLICY NUMBER:** 830 - 18810
DBA: **POLICY PERIOD:** 10/01/15 - 10/01/16
10900 Ulmerton Rd
Largo, FL 33778-1633

Schedule of Endorsements

Form Number:	Edition:	Description:
WC 00 03 10	04-84	Sole Proprietors, Partners, Officers, Others Cover
WC 00 04 04	04-84	Pending Rate Change Endt
WC 00 04 06 A	08-95	Premium Discount Endt
WC 00 04 14	07-90	Notification of Change in Ownership Endt
WC 00 04 19	01-01	Premium Due Date Endt
WC 09 04 03 B	01-15	FL Terrorism Risk Ins. Program Reauthorization Act
WC 09 04 07	07-13	FL Non-Cooperation with Premium Audit Endt
WC 09 06 06	10-98	FL Employment and Wage Information Release Endt
WC 99 03 03	11-11	Employers Liability Coverage Endt
WC 99 06 01	05-06	FL Legal Action/Collection Endt

EXTENSION OF INFORMATION PAGE WC 00 00 01 A - ITEM 4

CARRIER: Bridgefield Employers Insurance Company
 P.O. Box 988
 Lakeland, FL 33802-0988
 (863)665-6060

AGENCY: Roger Bouchard Insurance Inc. - 949
 PO BOX 6090
 CLEARWATER, FL 33758
 (239)489-3232

INSURED: Jon R Thogmartin, M D, P A
DBA:

POLICY NUMBER: 830 - 18810 0000
POLICY PERIOD: 10/01/15-10/01/16 12:01AM

10900 Ulmerton Rd
 Largo, FL 33778

PLAN: 050 - CONSENT-TO-RATE

ESTIMATED PREMIUM

RATING PERIOD 10/01/15 to 10/01/16

WORK CODE	CLASSIFICATION	PAYROLL	RATE	PREMIUM
	FL-Florida			
4511	ANALYTICAL CHEMIST	570,526.00	1.98	11,296.41
8832	PHYSICIAN & CLERICAL	3,079,047.00	.65	20,013.81
	Total Manual Premium			31,310.22
	Increased Employer Liability 500,000/500,000/500,000			344.41
				31,654.63
	Workplace Safety Credit-2%			-633.09
	Drug Free Workplace Credit-5%			-1,551.08
	Experience Mod			1.29
	Standard Premium			38,016.89
	Discount			-2,549.54
				35,467.35
	Expense Constant			200.00
	Terrorism			729.91
	Policy Grand Total			36,397.26

Minimum Premium: \$.00

lr

Date Prepared: 10/01/15
WC 00 00 01 A - ITEM 4

POLICY GRAND TOTAL IS SHOWN ON THE LAST PAGE OF THIS EXTENSION

Time Prepared: 04:30 PM MON

**WORKERS COMPENSATION
AND EMPLOYERS LIABILITY
INSURANCE POLICY**

PLEASE READ THE POLICY CAREFULLY



A Member of Great American Insurance Group

PO Box 988 • Lakeland, FL 33802-0988

FOR INQUIRIES CALL: SUMMIT CUSTOMER SERVICE
1-800-282-7648 or (863) 665-6060
SUMMIT CLAIMS CENTER
To report Notice of Injury, call 1-800-762-7811

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
QUICK REFERENCE**

	<i>Beginning on page</i>
INFORMATION PAGE	Insert
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A. The Policy	3
B. Who Is Insured	3
C. Workers Compensation Law	3
D. State	3
E. Locations	3
PART ONE: WORKERS COMPENSATION INSURANCE	3
A. How This Insurance Applies	3
B. We Will Pay	3
C. We Will Defend	3
D. We Will Also Pay	3
E. Other Insurance	3
F. Payments You Must Make	4
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PART TWO: EMPLOYERS LIABILITY INSURANCE	4
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PLEASE READ THE WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY CAREFULLY.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION**A. The Policy**

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. Who is Insured

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. Workers Compensation Law

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. State

State means any state of the United States of America, and the District of Columbia.

E. Locations

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

**PART ONE
WORKERS COMPENSATION INSURANCE****A. How This Insurance Applies**

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay promptly when due the benefits required of you by the workers compensation law.

C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other

(Ed. 1-15)

insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. Recovery From Others

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

H. Statutory Provisions

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the

workers compensation law that apply to:

- a. benefits payable by this insurance;
 - b. special taxes, payments into security or other special funds, and assessments payable by us under that law.
6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

PART TWO

EMPLOYERS LIABILITY INSURANCE

A. How This Insurance Applies

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. We Will Pay

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against

such third party as a result of injury to your employee;

2. For care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651-1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901-944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.

(Ed. 1-15)

F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. **Bodily Injury by Accident.** The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. **Bodily Injury by Disease.** The limit shown for "bodily injury by disease—policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease—each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. Recovery From Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. Actions Against Us

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and

2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

PART THREE**OTHER STATES INSURANCE****A. How This Insurance Applies**

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. Notice

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

PART FOUR**YOUR DUTIES IF INJURY OCCURS**

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal

papers related to the injury, claim, proceeding or suit.

4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE PREMIUM

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancellation table and procedure. Final premium will not be less than the minimum premium.

F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

(Ed. 1-15)

**PART SIX
CONDITIONS****A. Inspection**

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

E. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.

Executed by the President of Bridgefield Employers Insurance Company.



Carol Sipe

SOLE PROPRIETORS, PARTNERS, OFFICERS AND OTHERS COVERAGE ENDORSEMENT

An election was made by or on behalf of each person described in the Schedule to be subject to the workers compensation law of the state named in the Schedule. The premium basis for the policy includes the remuneration of such persons.

Schedule

<u>Person</u>	<u>Title</u>	<u>State</u>	<u>Start Date</u>	<u>Stop Date</u>
Jon R Thogmartin, M D, P A Jon R. Thogmartin	President	FL	10/01/2009	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

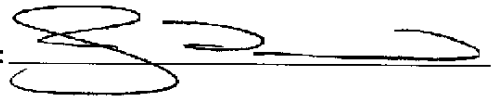
Date Prepared: October 1, 2015

Carrier: Bridgefield Employers Insurance Company

Effective Date of Endorsement: October 1, 2015

Policy Number: 830-18810

Countersigned by:



Insured: Jon R Thogmartin, M D, P A

WC 00 03 10 (Ed. 4-84)

PENDING RATE CHANGE ENDORSEMENT

A rate change filing is being considered by the proper regulatory authority. The filing may result in rates different from the rates shown on the policy. If it does, we will issue an endorsement to show the new rates and their effective date.

If only one state is shown in Item 3.A. of the Information Page, this endorsement applies to that state. If more than one state is shown there, this endorsement applies only in the state shown in the Schedule.

Schedule

State: Florida

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

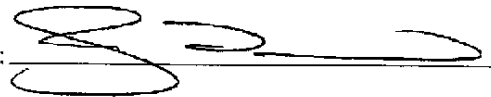
Date Prepared: October 1, 2015

Carrier: Bridgefield Employers Insurance Company

Effective Date of Endorsement: October 1, 2015

Policy Number: 830-18810

Countersigned by:

A handwritten signature in black ink, consisting of a large, stylized 'S' followed by a horizontal line and a flourish.

Insured: Jon R Thogmartin, M D, P A

WC 00 04 04 (Ed. 4-84)

PREMIUM DISCOUNT ENDORSEMENT

The premium for this policy and the policies, if any, listed in Item 3 of the Schedule may be eligible for a discount. This endorsement shows your estimated discount in Items 1 or 2 of the Schedule. The final calculation of premium discount will be determined by our manuals and your premium basis as determined by audit. Premium subject to retrospective rating is not subject to premium discount.

Schedule

1. State Florida	Estimated Eligible Premium			
	First \$10,000.00	Next \$190,000.00	Next \$1,550,000.00	Balance
	0.00%	9.1%	11.3%	12.3%

2. Average percentage discount: _____ %

3. Other policies:

4. If there are no entries in Items 1, 2 and 3 of the Schedule, see the Premium Discount Endorsement attached to your policy number:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

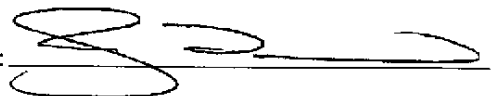
Date Prepared: October 1, 2015

Carrier: Bridgefield Employers Insurance Company

Effective Date of Endorsement: October 1, 2015

Policy Number: 830-18810

Countersigned by:



Insured: Jon R Thogmartin, M D, P A

WC 00 04 06 A (Ed. 8-95)

NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity and other changes provided for in the applicable experience rating plan manual.

You must report any change in ownership to us in writing within 90 days of such change. Failure to report such changes within this period may result in revision of the experience rating modification factor used to determine your premium.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

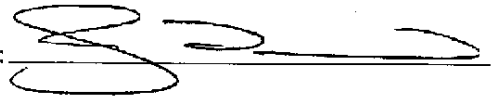
Date Prepared: October 1, 2015

Carrier: Bridgefield Employers Insurance Company

Effective Date of Endorsement: October 1, 2015

Policy Number: 830-18810

Countersigned by:

A handwritten signature in black ink, appearing to be a stylized name, written over a horizontal line.

Insured: Jon R Thogmartin, M D, P A

WC 00 04 14 (Ed. 7-90)

PREMIUM DUE DATE ENDORSEMENT

This endorsement is used to amend:

Section D. of Part Five of the policy is replaced by this provision.

PART FIVE
PREMIUM

D. **Premium** is amended to read:

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. **The due date for audit and retrospective premiums is the date of the billing.**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

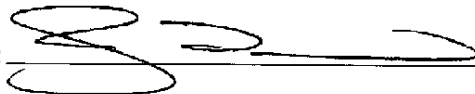
Date Prepared: October 1, 2015

Carrier: Bridgefield Employers Insurance Company

Effective Date of Endorsement: October 1, 2015

Policy Number: 830-18810

Countersigned by:



Insured: Jon R Thogmartin, M D, P A

WC 00 04 19 (Ed. 1-01)

FLORIDA TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT ENDORSEMENT

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended by the Terrorism Risk Insurance Program Reauthorization Act of 2015.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

1. "Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2015.
2. "Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States as meeting all of the following requirements
 - a. The act is an act of terrorism.
 - b. The act is violent or dangerous to human life, property or infrastructure.
 - c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
 - d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
3. "Insured Loss" means any loss resulting from an act of terrorism (including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.
4. "Insurer Deductible" means, for the period beginning on January 1, 2015, and ending on December 31, 2020, an amount equal to 20% of our direct earned premiums, during the immediately preceding calendar year.

Limitation of Liability

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceed:
 - a. \$100,000,000, with respect to such Insured Losses occurring in calendar year 2015, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
 - b. \$120,000,000, with respect to such Insured Losses occurring in calendar year 2016, the United States Government would pay 84% of our Insured Losses that exceed our Insurer Deductible.
 - c. \$140,000,000, with respect to such Insured Losses occurring in calendar year 2017, the United States Government would pay 83% of our Insured Losses that exceed our Insurer Deductible.
 - d. \$160,000,000, with respect to such Insured Losses occurring in calendar year 2018, the United States Government would pay 82% of our Insured Losses that exceed our Insurer Deductible.

- e. \$180,000,000 with respect to such Insured Losses occurring in calendar year 2019, the United States Government would pay 81% of our Insured Losses that exceed our Insurer Deductible.
- f. \$2000,000,000 with respect to such Insured Losses occurring in calendar year 2020, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
- 2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
- 3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

Schedule

Rate per \$100 of Remuneration

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

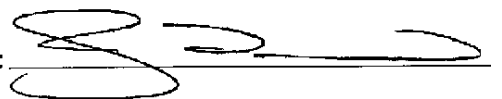
Date Prepared: October 1, 2015

Carrier: Bridgefield Employers Insurance Company

Effective Date of Endorsement: October 1, 2015

Policy Number: 830-18810

Countersigned by:



Insured: Jon R Thogmartin, M D, P A

FLORIDA NON-COOPERATION WITH PREMIUM AUDIT ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Florida is shown in Item 3.A. of the Information Page.

This endorsement adds the following provisions to Part Five—Premium, G. Audit, of the policy:

We are required to complete the premium audit process no later than 90 days after policy termination. If you fail to return voluntary audit requests or refuse to cooperate in completing a final physical audit, you must pay a premium to us not to exceed three times the most recent estimated annual premium on this policy subject to the following conditions:

1. We make two good faith efforts to obtain the voluntary audit report or complete the physical audit.
2. We document the audit file regarding the above attempts to obtain the required audit information.
3. After the two good faith attempts to obtain records, we send a letter by certified mail to you advising you of the specific records that are required and the premium that will be charged if you continue to refuse access to the records.

If you do not provide all of the specific records required and if we satisfy the conditions above on or before 90 days from the date of policy termination, we may continue to try and conduct the audit and/or re-open the audit for up to three years from the date of policy termination. Alternatively, we may immediately bill you a premium not to exceed three times the most recent estimated annual premium on this policy. If you provide all of the specific records required to complete the premium audit process within the three year period, we will determine your final premium in accordance with Part Five—Premium, E. Final Premium of the policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

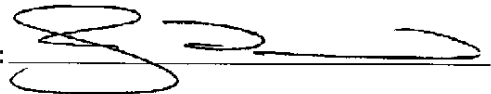
Date Prepared: October 1, 2015

Carrier: Bridgefield Employers Insurance Company

Effective Date of Endorsement: October 1, 2015

Policy Number: 830-18810

Countersigned by:



Insured: Jon R Thogmartin, M D, P A

WC 09 04 07 (Ed. 7-13)

FLORIDA EMPLOYMENT AND WAGE INFORMATION RELEASE ENDORSEMENT

This policy requires you to release certain employment and wage information maintained by the State of Florida pursuant to federal and state unemployment compensation laws except to the extent prohibited or limited under federal law. By entering into this policy, you consent to the release of the information.

We will safeguard the information and maintain its confidentiality. We will limit use of the information to verifying compliance with the terms of the policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

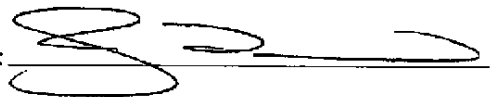
Date Prepared: October 1, 2015

Carrier: Bridgefield Employers Insurance Company

Effective Date of Endorsement: October 1, 2015

Policy Number: 830-18810

Countersigned by:

A handwritten signature in black ink, appearing to be 'S. J. ...', written over a horizontal line.

Insured: Jon R Thogmartin, M D, P A

WC 09 06 06 (Ed. 10-98)

EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

C. Exclusion 5, Section C. of Part Two of the policy, is replaced by following:

This insurance does not cover

5. bodily injury intentionally caused or aggravated by you or which is the result of your engaging in conduct equivalent to an intentional tort, however defined, or other tortious conduct, such that you lose your immunity from civil liability under the workers compensation laws.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

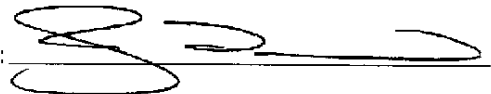
Date Prepared: October 1, 2015

Carrier: Bridgefield Employers Insurance Company

Effective Date of Endorsement: October 1, 2015

Policy Number: 830-18810

Countersigned by:

A handwritten signature in black ink, consisting of a large, stylized 'S' followed by a horizontal line and a flourish.

Insured: Jon R Thogmartin, M D, P A

FLORIDA LEGAL ACTION/COLLECTION ENDORSEMENT

The following section is added to PART SIX: CONDITIONS.

F. Legal Action/Collection

That, in the event any premium or other sum of money is not paid within five days after it is due, for each amount in default, the insured agrees to pay the insurer a delinquency and collection fee of \$25 or five percent of the amount in default, whichever is greater. If an amount in default is referred for collection to an attorney, the insured agrees to pay the insurer's attorneys' fees not exceeding 25 percent of the sum of the delinquent amount and any delinquency and collection fee charged by the insurer.

In the event litigation becomes necessary in regard to collection or any other dispute that may arise as a result of this contract of insurance, the insured agrees that Polk County, Florida, will be the proper venue for the legal action. The insured agrees also that if supplemental proceedings are required subsequent to judgment, the president and secretary of a corporation or limited liability company insured or all partners of a partnership insured or the individual in the event of an individual insured shall submit to the supplemental proceedings in Polk County, Florida.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

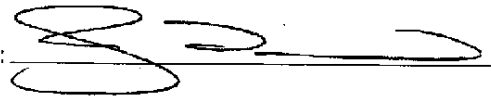
Date Prepared: October 1, 2015

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Effective Date of Endorsement: October 1, 2015

Policy Number: 830-18810

Countersigned by:

A handwritten signature in black ink, appearing to be a stylized name, written over a horizontal line.

Insured: Jon R Thogmartin, M D, P A

Important Workers' Compensation Information for Florida's Employers

Revised March 2010

Department of Financial Services—Division of Workers' Compensation

Your workers' compensation insurance policy covers medical and partial wage-replacement benefits for any employee who sustains a work related injury or illness. This brochure will give you a better understanding of your role and responsibilities under the workers' compensation system.

Workers' Compensation Notice

The law requires that every employer who has secured workers' compensation coverage post in conspicuous place(s) a notice that contains the employer's insurance carrier information, the expiration date of the policy and an anti-fraud statement. The Division of Workers' Compensation has developed this notice, in poster form, for carriers to provide to their policyholders. Your carrier is required by law to provide you with the poster(s). Even if employers have purchased workers' compensation policies, they shall be deemed to have failed to secure workers' compensation coverage if they have committed any of the following actions:

- materially understated or concealed payroll,
- materially misrepresented or concealed employee duties to avoid proper classification for premium calculations, or
- materially misrepresented or concealed information pertinent to the computation and application of an experience modification factor

Employers who fail to secure workers' compensation coverage or fail to update information on their workers' compensation insurance application are subject to stop work orders and civil and criminal penalties.

First Report of Injury

As soon as you become aware of a work-related injury or illness, immediately contact your workers' compensation insurance carrier. If you do not report the injury or illness to your insurance carrier within seven days of the date you were informed, you may be subject to an administrative fine not to exceed \$2,000 per occurrence. Most insurance companies have a toll-free number to report work-related injuries. If you report the injury or illness to the insurance carrier by telephone, the carrier will complete the form and send a copy to you and the employee within three business days. You can also fill out the First Report of Injury or Illness form (DWC-1) and send it to the insurance carrier. The form contains employer, employee and accident information and can be obtained on the Division of Workers' Compensation Web site at www.MyFloridaCFO.com/WC/pdf/DFS-F2-DWC-1.pdf. You must also provide a copy of the First Report of Injury or Illness form to the employee. The employee's signature on the form is preferred, but if the employee is not able or available to sign it, then write "not available" in the employee signature box.

Workplace Fatalities

Employers must also report deaths resulting from work-related injuries or illnesses to the Division of Workers' Compensation within 24 hours. To report a workplace fatality, call 1-800-219-8953 (in Florida) or 850-413-1611, or fax the First Report of Injury or Illness form containing the fatality information to 850-413-1980. To access the form, go to <http://www.MyFloridaCFO.com/WC/forms.html> and click on DWC-1.

Medical Benefits

As soon as you notify your carrier about your employee's work-related injury, the carrier will:

- Determine the compensability of the injury
- Provide an authorized doctor
- Pay for all authorized medically necessary care and treatment related to the injury or illness
- Provide a one-time change of physician within five business days of receipt of your written request

Authorized treatment and care may include:

- Doctor's visits
- Hospitalization
- Physical therapy
- Medical tests
- Prescription drugs
- Prosthesis
- Travel expenses to and from authorized providers or pharmacies.

Upon reaching maximum medical improvement (MMI), the employee is required to pay a \$10 copayment per visit for medical treatment. MMI occurs when the treating physician determines that the employee's injury has healed to the extent that further improvement is not likely.

Wage Replacement Benefits

Workers' compensation benefits for lost wages will start on the eighth day that the injured employee is unable to work. The injured employee will not receive wage replacement benefits for the first 7 days of work missed, unless he or she is out of work for more than 21 days due to the work-related injury. In most cases, the wage-replacement benefits will equal two-thirds of the employee's pre-injury regular weekly wage, but the benefit will not be higher than Florida's average weekly wage. If the employee qualifies for wage replacement benefits, he or she can expect to receive the first benefit check within 21 days after the carrier becomes aware of the injury or illness, and bi-weekly

(Continued on page 2)

Important Workers' Compensation Information for Florida's Employers

(Continued from page 1)

thereafter. The injured employee will be eligible for different types of wage replacement benefits, depending on the progress of the claim and the severity of the injury.

- **Temporary Total Benefits:** These benefits are provided as a result of an injury that temporarily prevents the employee returning to work and the employee has not reached MMI.
- **Temporary Partial Benefits:** These benefits are provided when the doctor releases the employee to return to work, and the employee has not reached MMI and earns less than 80 percent of the pre-injury wage. The benefit is equal to 80 percent of the difference between 80 percent of the pre-injury wage and the post-injury wage. The maximum length of time the injured employee can receive temporary benefits is 104 weeks or until the date of MMI is determined, whichever is earlier.
- **Permanent Impairment Benefits:** These benefits are provided when the injury causes any physical, psychological or functional loss and the impairment exists after the date of MMI. A doctor will assign a permanent impairment rating, expressed as a percentage of disability to the body as a whole. If you return to work at or above your pre-injury wage, the permanent impairment benefit is reduced by 50%.
- **Permanent Total Benefits:** These benefits are provided when the injury causes the employee to be permanently and totally disabled according to the conditions stated in law.
- **Death Benefits:** Compensation for deaths resulting from work-related injuries or illnesses include payment of funeral expenses and dependency benefits (each are subject to limits defined by law). A dependent spouse may also be eligible for job training benefits.

Wage Statement Form

You must complete and provide a wage statement form (DFS-F2-DWC-1a) to your carrier for any employee who is entitled to wage replacement benefits, within 14 days after knowledge of the accident. You must also complete this form upon the termination of the employee or upon termination of fringe benefits for any employee who is collecting wage replacement benefits within seven days of such termination. To access the form go to, <http://www.MyFloridaCFO.com/WC/forms.html> and click on DWC-1a.

Employee Assistance Office

If you have any questions or concerns about your employees' workers' compensation benefits, call your workers' compensation insurance carrier. If the insurance carrier does not provide the information that you have requested, you can call the Division of Workers' Compensation, Employee Assistance Office (EAO) at 1-800-342-1741. This office helps prevent and resolve disputes between injured workers and employers/carriers. EAO specialists are knowledgeable about the workers'

compensation system and may be able to answer your questions. EAO has offices throughout the state that you can call or visit. You can find EAO statewide locations at www.MyFloridaCFO.com/WC/organization/eao_offices.html. In addition, the Division of Workers' Compensation has a Web site section on "Frequently Asked Questions for Employers," which can be accessed at <http://www.MyFloridaCFO.com/WC/faq/faqemployrs.html>.

Petition for Benefits

To begin the judicial procedure for obtaining benefits that you believe are due and owing under the law and have not been provided by the employer or insurance carrier, a Petition for Benefits form must be filed with the Office of Judges of Compensation Claims. The form can be accessed at www.jcc.state.fl.us/jcc/forms/.asp.

Anti-Fraud Reward Program

Workers' compensation fraud occurs when any person knowingly and with intent to injure, defraud or deceive any employer or employee, insurance carrier or self-insured program, files false or misleading information. Workers' compensation fraud is a third degree felony that can result in fines, civil liability, and jail time. Rewards of up to \$25,000 may be paid to individuals who provide information that lead to the arrest and conviction of persons committing insurance fraud. To report suspected workers' compensation fraud, call 1-800-378-0445.

Workers' Compensation Exemptions

Construction Industry

An employer in the construction industry who employs one or more part-time or full-time employees, including the owner, must obtain workers' compensation coverage.

Corporate officers or members of a limited liability company (LLC) in the construction industry may elect to be exempt if:

- The officer owns at least 10 percent of the stock of the corporation, or in the case of an LLC, a statement attesting to the minimum 10-percent ownership.
- The officer is listed as an officer of the corporation in the records of the Florida Department of State, Division of Corporations.
- The corporation is registered and listed as active with the Florida Department of State, Division of Corporations.

No more than three corporate officers per corporation or limited liability member are allowed to be exempt. A \$50 fee is required for each application submitted to obtain an exemption. Construction exemptions are valid for a period of two years or until a voluntary revocation is filed or the exemption is revoked by the Division.

(Continued on page 3)

Important Workers' Compensation Information for Florida's Employers

(Continued from page 2)

Non-Construction Industry

An employer in the non-construction industry, who employs four or more part-time or full-time employees, must obtain workers' compensation coverage.

Sole proprietors and partners in the non-construction industry are automatically exempt from the law, but can elect to be covered.

Non-construction industry corporate officers may elect to be exempt if:

- The officer is listed as an officer of the corporation in the records of the Florida Department of State, Division of Corporations.
- The corporation is registered and listed as active with the Florida Department of State, Division of Corporations.

There is no limit to the number of corporate officers who can be exempt and there is no application fee. Non-construction exemptions are valid until a voluntary revocation is filed or the exemption is revoked by the Division.

For copies of the exemption form, contact the Division's Bureau of Compliance at (850) 413-1609 or go to <http://www.MyFloridaCFO.com/WC/forms.html> and click on Rule 69L-6 and Form number DWC-250, Notice of Election to Be Exempt.

What Your Employee Can Expect From The Insurance Carrier

- Timely provision of medical treatment
- Timely payment of wage replacement benefits
- Timely payment of medical bills
- Timely reporting of the employee's claim information to the Division of Workers' Compensation
- Timely notification of any changes in the status of the employee's claim. This information should be provided to the injured worker by mail on either a Notice of Action/Change form (DWC-4) or a Notice of Denial form (DWC-12)

Frequently Asked Questions

Q) How many days do employees have to report work-related injuries or illnesses?

A) Employers should encourage employees to report accidents as soon as the work related injuries or illnesses occur. By law, however, employees are required to report work related injuries or illnesses within 30 days.

Q) To whom should I report the work-related injury?

A) You should report the accident to your insurance company as soon as you have knowledge of the injury. By law, you have seven days from your first knowledge of the work related injury.

Q) Do I have to report a claim if I do not believe it is a work-related injury or illness?

A) Yes. You should report all claims of work-related injuries or illnesses to your workers' compensation insurance carrier. This includes claims in which there are no witnesses of the injury or illness. It is your workers' compensation insurance carrier's responsibility to investigate all claims and determine if employees are entitled to benefits under Florida's Workers' Compensation Law.

Q) Does the employee pay any part of my workers' compensation insurance premium?

A) No. The law is very specific on this point. It is the employer's responsibility to pay the entire premium for workers' compensation.

Employers who secure workers' compensation coverage can also apply to become a drug-free workplace and may receive a premium discount. To learn more about the Drug-free Workplace Program, please call the Division of Workers' Compensation Customer Service Office at 850-413-1609.

Q) Who should I call if my employees have questions or concerns regarding their workers compensation claims?

A) You should first contact your insurance carrier. If your carrier is unable to answer the question or resolve the problem, you or your employees should call the Employee Assistance and Ombudsman Office at 1-800-342-1741.

Questions about workers' compensation?

Please visit our Web site at www.MyFloridaCFO.com/wc where you will find extensive information such as publications, databases, rules and forms that will give you a better understanding of workers' compensation.

Employee Assistance and Ombudsman Office Hotline

1-800-342-1741

Injured worker e-mail inquiries

wceao@MyFloridaCFO.com

Customer Service

(850) 413-1601

Employer e-mail inquiries

WorkCompCustServ@MyFloridaCFO.com

Workers' Compensation Fraud Hotline

1-800-378-0445

Deductible Disclosure Notices

Alabama

State-authorized deductible plan - A per-claim deductible plan is available to employers in the state of Alabama unless such employers participate in a retrospectively rated program. Deductibles are available for medical and indemnity benefits in amounts of \$100, \$200, \$300, \$400, \$500, \$1,000, \$1,500, \$2,000 or \$2,500 per claim. The deductible shall apply separately to each claim for bodily injury by accident or disease. The employer may choose only one deductible amount. The insurance provider will pay the deductible amount for the employer and invoice the employer for reimbursement. The employer is liable for the reimbursement up to the deductible chosen. Ask your agent about the premium reduction for deductible coverage. The employer must be financially stable to be responsible for the payment of the deductible amounts and may be subject to a credit investigation.

Arkansas

State-authorized deductible plan - A per-claim deductible plan is available to employers in the state of Arkansas unless such employers participate in a retrospectively rated program. Deductibles are available for medical only, indemnity only or medical and indemnity benefits in amounts of \$1,000, \$1,500, \$2,000, \$2,500, \$3,000, \$3,500, \$4,000, \$4,500 or \$5,000 per claim. The deductible shall apply separately to each claim for bodily injury by accident or disease. The employer may choose only one deductible amount. The insurance provider will pay the deductible amount for the employer and invoice the employer for reimbursement. The employer is liable for the reimbursement up to the deductible chosen. Ask your agent about the premium reduction for deductible coverage. The employer must be financially stable to be responsible for the payment of the deductible amounts and may be subject to a credit investigation.

Florida

State-authorized deductible plan - A \$2,500-per-claim deductible plan is available to employers in the state of Florida unless such employers participate in a retrospectively rated program. There is no premium credit for this deductible plan. Under the plan, the employer is responsible for the first \$2,500 of each and every compensable claim. The insurance provider will pay the deductible amount for the employer and invoice the employer for reimbursement. The deductible amount paid by the employer is excluded in the calculation of the employer's experience rating.

Georgia

State-authorized deductible plan - A per-claim deductible plan is available to employers in the state of Georgia unless such employers participate in a retrospectively rated program. Deductibles are available for medical and indemnity benefits in amounts of \$100, \$200, \$300, \$400, \$500, \$1,000, \$1,500, \$2,000 or \$2,500 per compensable claim. The deductible shall apply separately to each claim for bodily injury by accident or disease. The employer may choose only one deductible amount. The insurance provider will pay the deductible amount for the employer and invoice the employer for reimbursement. The employer is liable for the reimbursement up to the deductible chosen. Ask your agent about the premium reduction for deductible coverage. The employer must be financially stable to be responsible for the payment of the deductible amounts and may be subject to a credit investigation.



(Continues on Other Side)

Deductible Disclosure Notices

Kentucky

State-authorized deductible plan - A per-claim deductible plan is available to employers in the state of Kentucky unless such employers participate in a retrospectively rated program. Deductibles are available for medical and indemnity benefits in amounts of \$100, \$200, \$300, \$400, \$500, \$1,000, \$1,500, \$2,500, \$5,000, \$7,500 or \$10,000 per claim. The deductible shall apply separately to each claim for bodily injury by accident or disease. The employer may choose only one deductible amount. The insurance provider will pay the deductible amount for the employer and invoice the employer for reimbursement. The employer is liable for the reimbursement up to the deductible chosen. Ask your agent about the premium reduction for deductible coverage. The employer must be financially stable to be responsible for the payment of the deductible amounts and may be subject to a credit investigation.

South Carolina

State-authorized deductible plan - A per-claim deductible plan is available to employers in the state of South Carolina unless such employers participate in a retrospectively rated program. Deductibles are available for medical and indemnity benefits in amounts of \$100, \$200, \$300, \$400, \$500, \$1,000, \$1,500, \$2,000 or \$2,500 per claim. The deductible shall apply separately to each claim for bodily injury by accident or disease. The employer may choose only one deductible amount. The insurance provider will pay the deductible amount for the employer and invoice the employer for reimbursement. The employer is liable for the reimbursement up to the deductible chosen. Ask your agent about the premium reduction for deductible coverage. The employer must be financially stable to be responsible for the payment of the deductible amounts and may be subject to a credit investigation.

Texas

State-authorized deductible plan – A deductible plan is available to employers in the state of Texas unless such employers participate in a retrospectively rated program. Per-claim deductibles are available for combined medical and indemnity benefits in amounts of \$1,000, \$2,500, \$5,000, \$10,000 or \$25,000 per claim. The deductible amount must not exceed 50% of the estimated annual workers compensation premium for which the deductible option is chosen. The deductible shall apply separately to each claim for bodily injury by accident or disease covered under the policy.

Per-accident deductibles are available for combined medical and indemnity benefits in amounts of \$1,000, \$2,500, \$5,000, \$10,000 or \$25,000 per claim. The deductible amount must not exceed 50% of the estimated annual workers compensation premium for which the deductible option is chosen. The deductible shall apply separately to all bodily injuries arising out of one accident, regardless of the number of employees involved in the accident covered under the policy.

Per-claim medical-only deductibles are available for medical only benefits in amounts of \$500, \$1,000, \$1,500, \$2,000 or \$2,500. The deductible shall apply separately to each medical-only claim for bodily injury by accident or disease covered under the policy.

The employer may choose only one deductible amount. The insurance provider will pay the deductible amount for the employer and invoice the employer for reimbursement. The employer is liable for the reimbursement up to the deductible chosen. Ask your agent about the premium reduction for deductible coverage. The employer must be financially stable to be responsible for the payment of the deductible amounts and may be subject to a credit investigation.



ATTENTION!

Please notify our office if you have any changes affecting your workers' compensation insurance policy

Below are the following types of changes that must be completed and reported to your Customer Service department within 30 days of the change:

Company name

- Changes to the name of the corporation, limited liability company (LLC), partnership or sole proprietorship.
- Any changes to dba names.

Federal Employee Identification Number (FEIN)

Changes in business type (e.g. from an LLC to an Inc.) require a new FEIN.

Ownership

- Any change in ownership must be submitted and endorsed onto the workers' compensation policy.
- Any majority ownership change (50 percent or more) must be endorsed or rewritten.

Corporate officers, partners, owners and/or titles

Additions, deletions or changes (including titles) to the officers, LLC members or managing members, partners or sole proprietors.

Address

Changes in the mailing or physical address of any entity or location.

Please report any of these changes IMMEDIATELY FOLLOWING the change taking effect.

Failure to do so can negatively impact your experience rating, and could raise your premium. Changes may be submitted on a completed and signed ERM-14, or in a letter on your company letterhead and signed by an executive officer or owner. The ERM-14 form is available on Summit's Online Business Center at summitholdings.com. If you have any questions, please give us a call at one of the numbers listed below and ask for Customer Service.



www.summitholdings.com

SUMMIT UNDERWRITING DEPARTMENT

CORPORATE OFFICE *Florida*

PO Box 3643 • Lakeland, FL 33802-3643 • 863-665-6060 • 1-800-282-7648 • Fax 1-800-611-2667

SOUTHEAST REGION *Georgia, Kentucky, North Carolina, South Carolina, Tennessee*

PO Box 600 • Gainesville, GA 30503-0600 • 678-450-5825 • 1-800-971-2667 • Fax 1-877-288-9774

SOUTHWEST REGION *Alabama, Arkansas, Louisiana, Mississippi, Texas*

PO Box 80439 • Baton Rouge, LA 70898-0439 • 225-926-3264 • 1-800-421-2944 • Fax 1-866-256-8389

Q&A FOR YOUR WORKERS' COMPENSATION PREMIUM AUDIT

For more information, contact Summit's Premium Audit department at 1-800-282-7648 or (863) 665-6060.

What is a premium audit?

A premium audit is a verification of your company's payroll for the period during which your insurance carrier provided workers' compensation coverage. The amount of the payroll must be verified because your final workers' compensation insurance premium is based on the entire remuneration paid to your employees. This includes money and certain benefits they receive because of their employment.

You can rest assured that the payroll information you provide will be used only to determine your premium. All audit reports will be kept confidential.

Why are audits performed?

Your policy contract and some state workers' compensation laws require audits. The audit allows both you and your insurer to be certain that your workers' compensation coverage has been properly and fairly billed.

When are audits performed?

Cancellation audits are performed as soon as possible after workers' compensation coverage is terminated. Yearly audits for employers currently insured are performed at the end of each policy period.

Who will perform the audit?

There are two types of audits: mail and physical. If your account qualifies for a mail audit, we will request your records via U.S. Mail. Otherwise, an auditor will schedule a physical audit with you.

How are appointments for physical audits made?

The auditor will either telephone you or mail you a written notice.

Where will the physical audits take place?

If we have audited your records before, the audit will be completed at the same location as prior audits, unless we are notified otherwise. If we haven't yet completed an audit or if you would like us to contact your accountant's office, please be sure to let the auditor know well in advance so the audit can be scheduled for a time and place that is convenient to you. Also, please let the auditor know right away if your payroll records are kept out of state. If you receive a mail audit notice, please comply by promptly sending the requested records to us.

What if I have more than one location?

Please note that records for all additional locations should be kept at the main location for audit. Our auditor will not go to each location for an audit.

What records are required for my audit?

These are some of the records that will be needed for the policy period being covered for the audit:

- State unemployment quarterly payroll tax reports, including 941s.
- Cash disbursements journal
- General ledger (posted to date)
- Certificates of insurance (if subcontractors were used)

Additional records may be needed as well in order to accurately ascertain payroll.

You should take special care to provide the following information for the audit period:

- **Overtime**— If you paid overtime to your employees, your records must show the overtime pay separately by employee and also summarize the overtime pay by classification code.
- **Split of Classification**— If an employee's classification code can be split, you must have the time separated by the hour. It cannot be separated by percentage of time worked.
- **Subcontractors and contract labor**— If you use subcontractors or contract labor, please have all certificates of insurance and payroll records available for the audit. If you are unable to provide evidence of insurance, you must pay workers' compensation premium for that uninsured labor. Also remember that paying someone by 1099 does not necessarily make them an independent contractor, and you may be subject to paying premiums on them. Please research your state's specific statutes to be certain of your obligation to provide coverage.

Who should represent my company at the physical audit?

Our auditor must have the assistance of a person familiar with the records and duties of each employee.

Are there penalties for not cooperating with the audit?

Yes. The insurer may cancel your policy for failure to provide audit records or for failure to cooperate with the auditor, in addition to imposing penalties and fines that may include:

- A fine of \$500 may be assessed if you fail to maintain essential records.
- A fine of \$500 may be assessed if you fail to allow access to the essential records.
- If the auditor is unable to complete an audit, your insurer may arbitrarily determine payroll and charge up to a maximum of three times* the most recent estimated amount of premium.

** Specific to individual states*



www.summitholdings.com

SUMMIT PREMIUM AUDIT DEPARTMENT

CORPORATE OFFICE *Florida*

PO Box 988 • Lakeland, FL 33802-0988 • 863-665-6060 • 1-800-282-7648 • Fax 863-667-7232

PAY YOUR WORKERS' COMP PREMIUMS WITH ELECTRONIC TRANSFER (ET)

Summit's electronic transfer (ET) payment option will simplify your payment practices significantly. Summit will automatically withdraw the correct workers' compensation premium payment from your bank account each month, so you never have to worry about remembering to pay your bill on time!

How ET helps you

- Saves time.
- You make no down payment except the expense constant.*

You're in control

- You always know when the withdrawal will be made. The premium payment will be withdrawn on the effective day of your policy each month. (For example, if your policy was effective March 8, the withdrawal would occur on the 8th of each month.)
- You'll get a reminder in the mail each month.
- Any fluctuation in the amount of withdrawal will be reported to you in advance of the transfer.
- You can end your participation in the ET program at any time with a minimum 20 days' notice.

Note: Claims reimbursements and audits are not transferred electronically, so you won't be caught off guard with withdrawals that you didn't plan for.

Signing up is easy!

- ✓ Simply fill out and sign the Authorization Agreement below,
- ✓ Attach bank account documentation (e.g., a voided check), and
- ✓ Mail the agreement and required bank documentation to the Summit Underwriting department region (address below).

* Certain accounts may be eligible for a no-down-payment option. Subject to Underwriting discretion. Expense constant charge applies.

Cut here & mail

Authorization Agreement for Preauthorized Payments

Company name _____

Policy or submission number _____

We hereby authorize our workers' compensation carrier to initiate the electronic transfer of funds from or to the bank account referenced on the attached documentation (e.g., voided check). We also authorize the financial institution to process such transactions to our account.

We understand that the withdrawal will be made on the effective day of our policy each month in an amount equal to our regular billing for workers' compensation coverage. We understand that we will be notified when our request has been processed and the transfers will begin.

We acknowledge that this agreement will remain in effect until we terminate this contract, and we agree to notify Summit and the financial institution no fewer than 20 days prior to the date we wish to discontinue participating in the program.

Signature of owner/officer _____

Print name _____

Title _____

Date _____

Send this form along with bank account documentation to the Summit Underwriting department that serves your state:

Florida PO Box 988, Lakeland, FL 33802-0988

Southeast Region (Georgia, Kentucky, North Carolina, South Carolina, Tennessee)

PO Box 600, Gainesville, GA 30503-0600

Southwest Region (Alabama, Arkansas, Louisiana, Mississippi, Texas)
PO Box 80439, Baton Rouge, LA 70898-0439





**PRIVACY PRACTICES DISCLOSURE NOTICE FOR
SUMMIT CONSULTING LLC AND
YOUR SUMMIT-MANAGED INSURER**

This Privacy Practices Disclosure Notice outlines the privacy practices for Summit Consulting LLC ("Summit") and the Summit managed-insurer listed in the Information Page of your workers' compensation and employer's liability insurance policy.

This notice tells you:

- The categories of nonpublic personal information (NPPI) we collect from you or a third party about you or about participants, beneficiaries or claimants under your workers compensation and employers liability insurance policy;
- How we use NPPI;
- The categories of affiliates and nonaffiliate third parties with whom we share NPPI;
- The security policies and procedures in place to protect the confidentiality and security of NPPI provided to us;
- That we may monitor and record telephone calls for quality assurance.

If you have questions regarding this Privacy Practices Disclosure Notice, contact us by writing to:

**Customer Service Department
Summit
PO Box 988
Lakeland, FL 33802**

If applicable, please include your policy number or contract number with any correspondence.

1. INFORMATION WE MAY COLLECT

We want you to conduct business with us knowing that we protect NPPI. We collect NPPI about you or about claimants under your insurance coverage from you or from third parties via:

- Applications or other forms which may include policyholder or claimant name, address, phone number, Social Security number, household information, vehicle and driver information, date of birth, medical information related to underwriting and claims, and insurance coverage;
- Your business dealings with us, our affiliates, or others, such as prior claims or accidents, medical information related to claims, information about your employee's accident or injury (if applicable), and the names of witnesses and other contact information; and
- Consumer reporting agencies, motor vehicle departments, and inspection services.

**PRIVACY PRACTICES DISCLOSURE NOTICE FOR
SUMMIT CONSULTING LLC AND
YOUR SUMMIT-MANAGED INSURER**

2. HOW THE INFORMATION IS USED

We use NPPI:

- To provide Policy and premium quotes;
- To underwrite applications, administer claims, and answer questions about our insurance products and services;
- For account administration and processing premium billings payments;
- To process and defend insurance claims, and administer insurance benefits (including utilization review activities);
- To report, investigate, or prevent fraud or material misrepresentation; and
- As otherwise required or permitted by federal or state law.

3. TO WHOM INFORMATION IS DISCLOSED

We do not disclose NPPI about you or about claimants under your insurance policy to anyone, unless allowed by law. We are allowed by law to provide NPPI to:

- A third party that performs services for us, such as claims investigations or medical examinations;
- Our affiliated companies and reinsurers;
- Insurance regulators, reporting agencies or, if applicable, involuntary market administrators;
- State motor vehicle departments to obtain a report of any accidents or convictions;
- Law enforcement agencies or other governmental authorities to report suspected illegal activities;
- Persons or organizations conducting insurance, actuarial or research studies, subject to appropriate confidentiality agreements;
- Companies that provide marketing services on our behalf, or as part of a joint marketing agreement; and,
- As otherwise permitted or required by law.

4. HOW WE PROTECT INFORMATION

We maintain physical, electronic and procedural safeguards to guard NPPI. These safeguards comply with applicable laws. We retain NPPI for as long as required by law or regulation. The only employees or agents who have access to your NPPI are those who must have it to provide products or services to you. We do not sell your NPPI to mass marketing or telemarketing companies.

5. TELEPHONE MONITORING

As part of our continuing desire to provide high quality service to our customers, telephone communications with you may be monitored and recorded. Telephone call monitoring and/or recording may be performed with no additional notice to you and with no additional approval from you. Please inform all persons that contact us concerning your insurance policy, including those acting on your behalf or anyone making payment on this policy, of this provision.

Jon R Thogmartin, M D, P A

Injury Reporting 1-800-762-7811

EMPLOYER NAME

10900 Ulmerton Rd Largo, FL 33778-1633

ADDRESS

Bridgefield Employers Insurance Company

CARRIER NAME

P.O. Box 988 Lakeland, FL 33802-0988

ADDRESS

0830-18810-0000

10/01/15

10/01/16

POLICY NUMBER

EFFECTIVE DATE

EXPIRATION DATE

Injury Reporting 1-800-762-7811

EMPLOYER NAME

ADDRESS

Bridgefield Employers Insurance Company

CARRIER NAME

P.O. Box 988 Lakeland, FL 33802-0988

ADDRESS

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EFFECTIVE DATE

EXPIRATION DATE

Injury Reporting 1-800-762-7811

EMPLOYER NAME

ADDRESS

Bridgefield Employers Insurance Company

CARRIER NAME

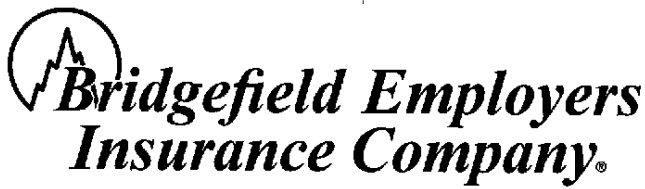
P.O. Box 988 Lakeland, FL 33802-0988

ADDRESS

POLICY NUMBER

EFFECTIVE DATE

EXPIRATION DATE



Managed by Summit, the *people who know workers' comp*®

www.summitholdings.com

October 2, 2015

Jon R. Thogmartin, President
Jon R Thogmartin, M D, P A
10900 Ulmerton Rd
Largo, FL 33778-1633

RE: BEIC #830-18810

Dear Jon R. Thogmartin:

Thank you for choosing Bridgefield Employers Insurance Company for your workers' compensation coverage. Enclosed you will find your policy and account documents. Please review this information carefully, as some items may require action from you.

Your policy comes with many benefits and services, including those listed below. You can find information about these services and much more on our website, summitholdings.com.

- Online Business Center - allows you to check claims activity, view your policy details - including billing and mod information, submit required forms and more - anytime, anywhere
- Back2Work™ - Summit's return-to-work program, designed to help you get injured workers back on the job following work-related injuries. (On-site consultations from our Back2Work advisors are available upon request.)
- Drug-Free Workplace and Workplace Safety program assistance
- Safety education and training materials
- Claims services tailored to the specific needs of the business, including on-site investigations and assistance with employer/employee relations
- Proprietary medical provider network (contracted network in Arkansas and Texas)
- Medical cost containment and case-management services
- Fraud investigation
- Toll-free hotline to report injuries at 1-800-762-7811 (24 hours a day, 7 days a week)

Again, thank you for choosing Bridgefield Employers as your workers' compensation provider. If you have questions about your policy or any of the services we provide, please contact your independent insurance agent or call our Customer Service department at 1-800-282-7648 or (863) 665-6060.

Sincerely,

Carol Sipe
President & CEO
Summit Consulting LLC
Managing General Agent

Please review the back page of this letter for notices specific to your policy.

cc: Roger Bouchard Insurance Inc. - 949

SOUTHWEST REGION

Alabama, Arkansas, Louisiana, Mississippi
PO Box 80439 • Baton Rouge, LA 70898-0439
225-926-3264 • 1-800-421-2944
Fax 225-926-4102

CORPORATE OFFICE

Florida
PO Box 988 • Lakeland, FL 33802-0988
863-665-6060 • 1-800-282-7648
Fax 863-667-1528

SOUTHEAST REGION

Georgia, Kentucky, North Carolina, South Carolina, Tennessee
PO Box 600 • Gainesville, GA 30503-0600
678-450-5825 • 1-800-971-2667
Fax 770-531-1349

Posting Notice - A new label for your Florida "Workers' Comp Works For You" poster is enclosed. This label includes the effective and expiration dates for your renewal policy. Please adhere this new label over the old label in the bottom right hand corner of your poster at each of your business locations.

Your Premium Payments - Currently, your policy is scheduled for standard monthly invoicing via mail, but you may want to take advantage of our Electronic Transfer (E.T.) program. E.T. program participants not only save time, they also make no down payment (except for the expense constant). If you would like to participate in this program, please visit our website to print and complete an authorization form, or call customer service to discuss eligibility.

Employer Information - It's important that you report any changes to your employer information within 30 days of the change. These changes may include, but are not limited to, the name of the corporation, partnership, or sole proprietorship including the dba name; federal employer identification number (FEIN); addresses both mailing and physical; names and titles of corporate officers, partners and owners; ownership; and the addition or deletion of a location and/or entity.

Quarterly Self-Audit - In accordance with FLA. STAT. ANN. section 440.381(4), you must submit to us a completed quarterly self-audit report signed by an officer or principal of your business, along with a copy of your corresponding quarterly UCT-6. This documentation is due in our office 45 days after the end of each quarter. To assist you in this process, a copy of the quarterly self-audit form is available on Summit's website, summitholdings.com. Simply click on **Forms**, then **Underwriting Forms and Applications**. You'll find the form and it's instructions under the "Florida" heading. The filing of this report will not necessarily result in a revision of your monthly premium installments. If you feel a revision is in order, please attach a letter outlining the annual estimated payrolls by work code.

Premium Credits - A premium credit of 5% is available to employers with an approved* drug-free workplace program, and a premium credit of 2% is available to employers with an approved workplace safety program. For more information on how to implement and receive approval for a drug-free workplace or workplace safety program, please call 1-800-282-7648 and ask for our Loss Control department (*Drug-free workplace premium credit approval based on qualifications listed in Florida Statute 440.102; Workplace safety program credit approval based on qualifications listed in Florida Statute 440.1025). Workplace Safety and Drug-Free Workplace premium credit applications must be completed and filed annually with Bridgefield Employers to continue these credits.)

Managed Care - The State of Florida has approved Heritage Summit HealthCare, a Summit subsidiary, as a managed-care arrangement. In addition, Summit has its own medical provider network. As a business owner insured through Bridgefield Employers, you are required to use this network for the treatment of work-related injuries.

Schedule B

000013

STAHL & ASSOC INS INC
110 CARILLON PKWY
ST PETERSBURG, FL 33716

RECEIVED

JON R THOGMARTIN MD PA
10900 ULMERTON RD
LARGO, FL 33778

Thank you for placing your business with Liberty Mutual Insurance.

6-2413 (2-91) NORTHEAST

25 (-027) CB INSURED COPY

PREPARED 08-10-15

1313100001000000010010000004



Your Independent Liberty Mutual Insurance Agent:

STAHL & ASSOC INS INC
110 CARILLON PKWY
ST PETERSBURG, FL 33716

(727) 391-9791

JON R THOGMARTIN MD PA
10900 ULMERTON RD
LARGO, FL 33778

Your

COMMERCIAL INSURANCE POLICY

FIRST NATIONAL INSURANCE CO. OF AMERICA

A Stock Company
Safeco Plaza
Seattle, WA 98185-0001

232
G20000020010000002000013232



If You Have a Claim

Liberty Mutual has an unparalleled history of being there when our customers need us the most. Our state-of-the-art, 24-hour claim service ensures your claim will be handled quickly. We'll do everything we can to get you and your business back on track as quickly as possible.

The telephone number for all claims is:

1-800-332-3226

Please note. For Workers Compensation Policies, some states assess fines and/or penalties for failure to report employee injuries in a timely manner.

Thank you for allowing Liberty Mutual to fulfill your insurance needs. If you have any questions regarding your policy, please contact your independent insurance agent.

X22X

FIRST NATIONAL INSURANCE CO. OF AMERICA

SEATTLE, WASHINGTON
COMMERCIAL INSURANCE POLICY

NAMED INSURED AND MAILING ADDRESS
JON R THOGMARTIN MD PA
10900 ULMERTON RD
LARGO, FL 33778

RENEWAL DECLARATIONS
POLICY NUMBER 25-CC-372988-2
RENEWAL OF 25-CC-372988-1 10-10

SEE NAMED INSURED EXTENSION

POLICY PERIOD FROM 10-01-15 TO 10-01-16 12:01 AM
STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

AGENT NAME AND ADDRESS

STAHL & ASSOC INS INC
110 CARILLON PKWY
ST PETERSBURG, FL 33716

0915213

(727) 391-9791

THE TOTAL PREMIUM DUE FOR THE POLICY TERM IS \$22,549.00.
YOU WILL BE BILLED THROUGH YOUR CUSTOMER ACCOUNT #922-2257-025-01.
YOU NEED NOT PAY ANY PREMIUM AT THIS TIME. WE WILL SEND A BILLING STATEMENT IN A SEPARATE MAILING.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, THE COMPANIES INDICATED ON THE SPECIFIC COVERAGE PART DECLARATIONS AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS RENEWAL SERVES THE SAME PURPOSE AS WRITING A NEW POLICY WITH THE SAME PROVISIONS, CONDITIONS AND INSURING AGREEMENTS. THE INDIVIDUAL COVERAGE PART DECLARATIONS WHICH FOLLOW, LIST ALL OF THE FORMS THAT APPLY TO YOUR RENEWAL AND THOSE, IF ANY, WHICH NO LONGER APPLY. ONLY NEW OR REVISED FORMS ARE ATTACHED TO THIS RENEWAL. YOU MUST ADD THEM TO YOUR PRIOR POLICY.

COMMERCIAL AUTO COVERAGE PART	\$	22,549.00
			<u>22,549.00</u>

THE COMPANY AGREES THAT THE INSURANCE PROVIDED HEREIN IS PROVIDED IN ACCORDANCE WITH SECTION 324.151 OF THE FLORIDA STATUTES AND IS FOR THE PURPOSE OF PROVIDING PROOF OF FINANCIAL RESPONSIBILITY FOR THE NAMED INSURED HEREIN.

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(DATE) BY _____ (AUTHORIZED REPRESENTATIVE)

**NAMED INSURED EXTENSION
FIRST NATIONAL INSURANCE CO. OF AMERICA
SEATTLE, WASHINGTON**

PAGE 2

POLICY NUMBER: 25-CC-372988-20

The following is a complete list of the named insureds:

JON R THOGMARTIN MD PA

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9-CC(0207)

COMPANY USE ONLY

ADDLNAMINS089461

NORTHEAST

25 (NADQUA) PREPARED 08-10-15

ITEM ONE -- NAMED INSURED:
 JON R THOGMARTIN MD PA
 FORM OF BUSINESS: CORPORATION

POLICY NUMBER: 25-CC-372988-2

***** SPECIAL NOTICE TO FLORIDA POLICYHOLDERS *****

UNINSURED MOTORIST COVERAGE PROTECTS YOU AND YOUR FAMILY IF YOU SHOULD SUFFER BODILY INJURY FOR WHICH AN UNINSURED MOTORIST IS LEGALLY LIABLE. THIS PROTECTION IS PROVIDED WITHIN THE TERMS AND LIMITS OF YOUR POLICY. THE BENEFITS PROVIDED ARE IN ADDITION TO (BUT NOT A DUPLICATION OF) ANY WORKERS COMPENSATION, PERSONAL INJURY PROTECTION OR DISABILITY BENEFITS, AUTOMOBILE MEDICAL EXPENSES COVERAGE OR ANY OTHER MOTOR VEHICLE LIABILITY INSURANCE COVERAGE.

THE LAW REQUIRES US TO NOTIFY EACH INSURED ANNUALLY OF THE OPTIONS AVAILABLE UNDER UNINSURED MOTORISTS COVERAGE. THE OPTIONS AVAILABLE ARE BASED ON WHETHER YOU ARE IN THE CATEGORY OF A CLASS I OR CLASS II INSURED.

CLASS I INSUREDS (THE NAMED INSURED, IF AN INDIVIDUAL, AND ANY FAMILY MEMBERS) AND CLASS II INSUREDS (ANY NAMED INSURED WHO IS NOT A CLASS I INSURED) - BOTH CLASS I AND CLASS II INSUREDS HAVE THESE OPTIONS:

1. PURCHASE UNINSURED MOTORISTS COVERAGE IN AMOUNTS EQUAL TO THE LIABILITY LIMITS OF YOUR POLICY.
2. PURCHASE UNINSURED MOTORISTS COVERAGE IN AMOUNTS LOWER THAN YOUR POLICY LIABILITY LIMITS, BUT NOT LOWER THAN THE FINANCIAL RESPONSIBILITY LIMITS.
3. REJECT UNINSURED MOTORISTS COVERAGE ENTIRELY.

CLASS I INSUREDS (THE NAMED INSURED, IF AN INDIVIDUAL, AND ANY FAMILY MEMBERS) - ONLY CLASS I INSUREDS HAVE THESE OPTIONS:

1. PURCHASE STACKED UNINSURED MOTORISTS COVERAGE WHICH ALLOWS THE LIMIT OF INSURANCE FOR EACH AUTO TO BE ADDED TOGETHER TO OBTAIN THE MAXIMUM INSURANCE AVAILABLE TO PAY YOUR CLAIM.
2. PURCHASE NON-STACKED UNINSURED MOTORISTS COVERAGE. THIS RESTRICTS THE MAXIMUM AVAILABLE INSURANCE TO THE LIMIT OF INSURANCE PROVIDED FOR THE AUTO INVOLVED IN THE LOSS.

PLEASE CONTACT YOUR AGENT IF YOU WISH TO CHANGE THE CURRENT STATUS OF YOUR UNINSURED MOTORISTS COVERAGE. YOUR AGENT WILL ASSIST YOU IN CHOOSING THE LIMITS YOU NEED, OR IN PURCHASING UNINSURED MOTORISTS COVERAGE IF YOU HAVE PREVIOUSLY REJECTED IT.

ITEM TWO -- SCHEDULE OF COVERAGES AND COVERED AUTOS

THIS POLICY PROVIDES ONLY THOSE COVERAGES WHERE A CHARGE IS SHOWN IN THE PREMIUM COLUMN BELOW. EACH OF THESE COVERAGES WILL APPLY ONLY TO THOSE "AUTOS" SHOWN AS COVERED "AUTOS." "AUTOS" ARE SHOWN AS COVERED "AUTOS" FOR A PARTICULAR COVERAGE BY THE ENTRY OF ONE OR MORE OF THE SYMBOLS FROM THE COVERED AUTO SECTION OF THE BUSINESS AUTO COVERAGE FORM NEXT TO THE NAME OF THE COVERAGE.

COVERAGES	LIMIT OF INSURANCE	DEDUCTIBLE	COVERED AUTO SYMBOL	PREMIUM
LIABILITY	\$ 1,000,000		1	\$ 19,305.00
PERSONAL INJURY PROTECTION (PIP)	SEE ENDORSEMENT		2	\$ 540.00
COMPREHENSIVE - EACH COVERED AUTO	LESSER OF ACTUAL CASH VALUE OR REPAIR COST	\$ 500	7	\$ 886.00
COLLISION - EACH COVERED AUTO	LESSER OF ACTUAL CASH VALUE OR REPAIR COST	\$ 500	7	\$ 1,792.00

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NAMED INSURED: JON R THOGMARTIN MD PA

POLICY NUMBER: 25-CC-372988-2

TERRORISM \$ 26.00

ESTIMATED TOTAL PREMIUM \$ 22,549.00

TERRORISM \$ 26.00

ESTIMATED TOTAL PREMIUM \$ 22,549.00

ITEM THREE -- SCHEDULE OF COVERED AUTOS YOU OWN

VEH NO.	CO*	YR	DESCRIPTION MAKE MODEL BODY	CLASS CODE, AND AUTO IDENTIFI- CATION NUMBER	OTHER INTERESTS		GARAGE LOC: STATE/TERR
					COST NEW	CLASS CODE	
001	25	03	FORD ECONOLINE	1FTRE14253HA96448	\$ 21,705	034990	FL/106
002	25	05	FORD EXCURSION	1FMNU43S95ED46732	\$ 45,515	739800	FL/106
003	25	08	CHEVY SUBURBAN	3GNFK16358G308503	\$ 25,000	034990	FL/106
004	25	10	FORD ECONOLINE	1FTNE1EW7ADA67098	\$ 25,250	034990	FL/106
005	25	08	GMC YUKON XL	1GKFK66828J130652	\$ 25,000	034990	FL/106
006	25	11	FORD E 150	1FTNE1EW4BDA93689	\$ 25,000	034990	FL/106

*INSURANCE COMPANY WITH RESPECT TO EACH AUTO IS DESIGNATED AS FOLLOWS:

25 FIRST NATIONAL INSURANCE COMPANY OF AMERICA

-----LIMITS, DEDUCTIBLES, AND PREMIUMS-----

ABSENCE OF A DEDUCTIBLE OR LIMIT OF INSURANCE ENTRY IN A COLUMN BELOW MEANS THAT THE LIMIT OF INSURANCE OR DEDUCTIBLE ENTRY IN THE CORRESPONDING ITEM TWO COLUMN APPLIES INSTEAD.

AUTO NO.	COVERAGES	LIMIT OF INSURANCE	DEDUCTIBLE	PREMIUM
001	LIABILITY			\$ 3,451.00
	PIP			\$ 80.00
	COMPREHENSIVE			\$ 125.00
	COLLISION			\$ 219.00
AUTO PREMIUM TOTAL				\$ 3,875.00
002	LIABILITY			\$ 1,949.00
	PIP			\$ 140.00
	COMPREHENSIVE			\$ 139.00
	COLLISION			\$ 401.00
AUTO PREMIUM TOTAL				\$ 2,629.00
003	LIABILITY			\$ 3,313.00
	PIP			\$ 80.00
	COMPREHENSIVE			\$ 140.00
	COLLISION			\$ 252.00
AUTO PREMIUM TOTAL				\$ 3,785.00

BUSINESS AUTO COVERAGE PART DECLARATIONS

NAMED INSURED: JON R THOGMARTIN MD PA

POLICY NUMBER: 25-CC-372988-2

ITEM THREE (CONTINUED)

AUTO NO.	COVERAGES	LIMIT OF INSURANCE	DEDUCTIBLE	PREMIUM
004	LIABILITY PIP COMPREHENSIVE COLLISION			\$ 3,313.00 \$ 80.00 \$ 175.00 \$ 361.00
AUTO PREMIUM TOTAL				\$ 3,929.00
005	LIABILITY PIP COMPREHENSIVE COLLISION			\$ 3,313.00 \$ 80.00 \$ 140.00 \$ 252.00
AUTO PREMIUM TOTAL				\$ 3,785.00
006	LIABILITY PIP COMPREHENSIVE COLLISION			\$ 3,451.00 \$ 80.00 \$ 167.00 \$ 307.00
AUTO PREMIUM TOTAL				\$ 4,005.00

ITEM FOUR -- SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS

FIRST NATIONAL INSURANCE COMPANY OF AMERICA

RATING BASIS - COST OF HIRE

STATE	ESTIMATED COST OF HIRE FOR EACH STATE	RATE PER EACH \$100 COST OF HIRE	FACTOR IF LIAB. COV IS PRIMARY)	MINIMUM PREMIUM	PREMIUM
FLORIDA	IF ANY	5.44		\$ 35.00	\$ 35.00
TOTAL PREMIUM					\$ 35.00

COST OF HIRE MEANS THE TOTAL AMOUNT YOU INCUR FOR THE HIRE OF "AUTOS" YOU DO NOT OWN (NOT INCLUDING "AUTOS" YOU BORROW OR RENT FROM YOUR PARTNERS OR EMPLOYEES OR THEIR FAMILY MEMBERS). COST OF HIRE DOES NOT INCLUDE CHARGES FOR SERVICES PERFORMED BY MOTOR CARRIERS OF PROPERTY OR PASSENGERS.

ITEM FIVE -- SCHEDULE FOR NON-OWNERSHIP LIABILITY

FIRST NATIONAL INSURANCE COMPANY OF AMERICA

NAMED INSURED'S BUSINESS	RATING BASIS	NUMBER	PREMIUM
OTHER THAN SOCIAL SERVICE AGENCY	EMPLOYEES	50	\$ 480.00
TOTAL PREMIUM			\$ 480.00

THE FOLLOWING FORMS CURRENTLY APPLY TO THIS COVERAGE PART:

- IL0017(1198) - COMMON POLICY CONDITIONS
- IL0021(0702) - NUCLEAR ENERGY LIABILITY ENDORSEMENT
- IL7201(0392) - COMPANY COMMON POL CONDITIONS
- CA0267(0212) - FL CHANGES - CANCELLATION AND NONRENEWAL
- CA7120(0598) - WAIVER OF COLLISION DEDUCTIBLE
- AC0031(0114) - CHANGES IN YOUR POLICY
- CA7110(0307) - AUTO PLUS ENDORSEMENT

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BUSINESS AUTO COVERAGE PART DECLARATIONS

PAGE BA 4 -LAST

NAMED INSURED: JON R THOGMARTIN MD PA

POLICY NUMBER: 25-CC-372988-2

THE FOLLOWING FORMS CURRENTLY APPLY TO THIS COVERAGE PART: (CONTINUED)

CA2356(1102) - CERTIFIED ACTS OF TERRORISM
CA0001(0306) - BUSINESS AUTO COVERAGE
CA0128(0309) - FL CHANGES
CA2210(0108) - FL PERSONAL INJURY PROTECT

THE FOLLOWING FORMS NO LONGER APPLY TO THIS COVERAGE PART:

POLICY NUMBER: 25-CC-372988-2
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES IN YOUR POLICY

This endorsement applies to:

CA 00 01 12 93 – Business Auto Coverage Form
CA 00 01 07 97 – Business Auto Coverage Form
CA 00 01 10 01 – Business Auto Coverage Form
CA 00 01 03 06 – Business Auto Coverage Form
CA 00 05 12 93 – Garage Coverage Form
CA 00 05 07 97 – Garage Coverage Form
CA 00 05 10 01 – Garage Coverage Form
CA 00 05 03 06 – Garage Coverage Form
CA 00 12 12 93 – Truckers Coverage Form
CA 00 12 07 97 – Truckers Coverage Form
CA 00 12 10 01 – Truckers Coverage Form
CA 00 12 03 06 – Truckers Coverage Form
CA 00 20 12 93 – Motor Carrier Coverage Form
CA 00 20 07 97 – Motor Carrier Coverage Form
CA 00 20 10 01 – Motor Carrier Coverage Form
CA 00 20 03 06 – Motor Carrier Coverage Form

This endorsement modifies the endorsements attached to the above coverage forms.

1. Any reference to Covered Autos Liability Coverage is changed to Liability Coverage.
2. Any reference in Physical Damage Coverage to “loss” to any one covered “auto” is changed to “loss” in any one “accident.”
3. Any reference to Auto Dealers Coverage Form is changed to Garage Coverage Form.
4. Any reference to Motor Carriers Coverage Form also applies to Truckers Coverage Form.

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**THIS IS A NOTICE ONLY. THE FULL AND EXACT CONTRACT IS CONTAINED ONLY
IN THE POLICY.**

IMPORTANT NOTICE

Dear **FLORIDA** Policyholder:

Provided below is a brief explanation of the Personal Injury Protection options available to you through the Florida no-fault insurance laws.

The state of Florida requires that you carry one of three options:

- BASIC PIP —** Provides payment of 80% of medical expense and 60% of loss of income, with a maximum for medical expense of \$10,000.
- DEDUCTIBLE PIP —** Provides payment of the same percentages and maximum as outlined under Basic PIP. The difference is that you are able to select a deductible amount ranging from \$250 to \$2,000. The purchase of a deductible will reduce your premium in proportion to the size of the deductible chosen. If you choose a deductible, it is advisable that you also carry other primary medical coverage.
- COORDINATION OF BENEFITS —** Also reduces your premium because loss of income coverage may be excluded, and/or coverage for medical costs may be reduced in proportion to the medical costs provided through military benefits.

In addition to the benefits required to be carried by the state of Florida, the American States companies offer you the following additional options:

- EXTENDED PIP —** Provides payment for 100% of medical expense and 80% of loss of income or 100% of medical expense when work loss is excluded, with a maximum collectible for medical expenses of \$10,000.
- ADDITIONAL PIP —** Written in conjunction with Extended PIP and expands the maximum collectible for medical expenses. You may choose a maximum ranging from \$10,000 to \$90,000.
- BROADENED PIP —** Available to named individuals who regularly use your insured autos and who would like Basic PIP, Extended PIP and Additional PIP.