



Chubb Group of Insurance Companies
 15 Mountain View Road
 Warren, New Jersey 07059

Health Care Portfolio SM
 Renewal Application

BY COMPLETING THIS RENEWAL APPLICATION YOU ARE APPLYING FOR COVERAGE WITH FEDERAL INSURANCE COMPANY (THE "COMPANY")

NOTICE: THE LIABILITY COVERAGE SECTIONS OF HEALTH CARE PORTFOLIO PROVIDE CLAIMS-MADE COVERAGE, WHICH APPLIES ONLY TO "CLAIMS" FIRST MADE DURING THE "POLICY PERIOD," OR AN APPLICABLE EXTENDED REPORTING PERIOD. THE LIMIT OF LIABILITY TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY "DEFENSE COSTS," AND "DEFENSE COSTS" WILL BE APPLIED AGAINST THE RETENTION AMOUNT. IN NO EVENT WILL THE COMPANY BE LIABLE FOR "DEFENSE COSTS" OR OTHER "LOSS" IN EXCESS OF THE APPLICABLE LIMIT OF LIABILITY. READ THE ENTIRE RENEWAL APPLICATION CAREFULLY BEFORE SIGNING.

RENEWAL APPLICATION INSTRUCTIONS

Whenever used in this Renewal Application, the term "Applicant" shall mean the Parent Organization and all subsidiaries, unless otherwise stated.

I. GENERAL INFORMATION

1. Name of Applicant: UT PHYSICIANS
2. Address of Applicant: 6410 Fannin Suite #1500
 City: Houston State: TX Zip Code: 77030 Telephone: (832) 325-7325
 Website: www.utphysicians.com
3. State and Date of Incorporation: TX 1994
4. Authorized individual (Executive Officer) to receive notices and information regarding the proposed coverage sections:
 Name: Andrew Casas Title: COO
 E-Mail Address: andrew.casas@uth.tmc.edu Phone: (832) 325-7317 Fax: (713) 512-2218
5. Individual responsible for human resources or employment law matters:
 Name: Teresa LeFlore Title: Director of HR
 E-Mail Address: teresa.m.leFlore@uth.tmc.edu Phone: (832) 325-7638 Fax: (713) 512-2218

II. SPECIFIC INFORMATION

1. Please indicate below which Health Care Portfolio SM coverages for which the Applicant seeks renewal:
 - Directors & Officers Liability
 - Optional Entity Liability
 - Optional Employment Practices Liability
 - Optional Third Party Liability
 - Fiduciary Liability
 - Optional Separate Defense Costs Coverage
 - Crime
 - Kidnap/Ransom & Extortion
 - Outside Directorship Liability (additional applications are required)
 - Supplemental Regulatory Coverage (an additional application is required)
2. Applicant's total revenue as of the most recent fiscal year end: \$ 113.60
3. Applicant's total assets as of the most recent fiscal year end: \$ 80.30
4. Cash flow from operations as of the most recent fiscal year end: \$ 19



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5. Has the Applicant in the past twelve (12) months completed or agreed to, or does it contemplate during the next twelve (12) months, any of the following, whether or not such transactions were or will be completed:
- a) Reorganization or arrangement with creditors under federal or state law? Yes No
 - b) Branch, location, facility, office, or subsidiary closings, consolidations or layoffs? Yes No
 - c) Mergers and/or acquisitions? Yes No
 - d) Entering into new governmental contracts? Yes No
 - e) Conversion from non-profit to for-profit status? Yes No
 - f) Undertaking new areas of business? Yes No

If "Yes" to any part of Question 5, please describe the essential terms of each such transaction as an attachment.

SHAREHOLDERS AND OFFICERS WHO OWN OR HOLD

1. In the next twelve (12) months (or during the past twelve (12) months) is the Applicant contemplating (or has the Applicant completed or been in the process of completing) any public or private offering of securities or issuance of debt? Yes No
 If "Yes," please attach a full description of the details, including a copy of any prospectus.
2. a) Over the past twelve (12) months, has there been any change in the board of directors? Yes No
 b) Current number of: members on board of directors; trustees; member managers; or equivalent _____
 c) Current total outstanding shares, units, or interest _____ **NON-PROFIT**
 If "Yes" to Question 2(a) above, please explain: _____
3. Please list all non-director and non-officer shareholders who directly or beneficially hold common stock and the percentage owned by each (if none, so indicate).
- | Non director or non officer shareholders: | Number of voting shares owned: |
|---|--------------------------------|
| _____ N/A _____ | _____ 0 _____ |
| _____ N/A _____ | _____ 0 _____ |
4. Does the Applicant now have tax exempt status under applicable federal, state and local law, including the U.S. Internal Revenue Code of 1986, as amended? Yes No
 If "Yes," is any challenge to the Applicant's tax-exempt status pending or anticipated by any party private or governmental? Yes No
 If "Yes," please explain: _____
5. Has there been any change in the Applicant's ownership structure within the last 12 months? Yes No
 If "Yes," attach a full description of ownership structure.
6. a) Within the last two (2) years has the Applicant closed or restricted staff admissions of a provider to any patient service department for reasons other than professional competence, including but not limited to a conflict of interest? Yes No
 If "Yes," how many? _____
 b) Are there any formal plans for future closings or restrictions? Yes No
 If "Yes," provide details by separate attachment.
7. Over the past twelve (12) months has Applicant entered into any exclusive contracts with any providers? Yes No
 If "Yes," provide details by separate attachment.



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8. Over the past twelve (12) months has Applicant controlled more than twenty percent (20%) in any given geographical area of:
 (a) providers in any given field of practice; (b) hospital beds; (c) health care services; Yes No
 or (d) if the Applicant provides managed care products or services, the market share of health plan members?
 If "Yes" to Question 8(a), (b), (c) and/or (d), please provide market share percentages by separate attachment.

IV. EMPLOYMENT PRACTICES INFORMATION:

1. Employee & Independent Contractor count: Current Year
- | | |
|--|-----|
| (a) Full-time employees: | 521 |
| (b) Part-time employees (include leased and seasonal): | 84 |
| (c) Volunteers: | 0 |
| (d) Employed Physicians: | 0 |
| (e) Independent Contractors: | 0 |
| (f) Employees located in California: | 0 |
2. Within the last year has the Applicant updated its employment practices handbook, or human resources policies and procedures or department? Yes No
 If the Applicant answered "Yes," please attach a copy of updated materials and a description of changes.
3. Number of employees who have left the Applicant over the past 12 months:
 Voluntary 154 Involuntary 34

V. FIDUCIARY LIABILITY COVERAGE INFORMATION:

1. Please list the names and types of Applicant's employee benefits plan(s)

Plan names (Do not include health & welfare plans)	Plan assets (current year)	Plan assets (previous year)	Type of plan*	Underfunded by more than 25%? (DB only)	Number of plan participants
N/A					
N/A					
N/A					

* Defined Contribution (DC), Defined Benefit (DB), Employee Stock Ownership (ESOP), Excess Benefit or Top Hat (EBP)

2. In the next 12 months is the Applicant contemplating (or has the Applicant completed within the last year) merging or terminating any plan(s)? Yes No
 If "Yes," please explain: N/A

VI. CRIME COVERAGE INFORMATION:

1. Does the Applicant allow the employees who reconcile the monthly bank statements to also sign checks or handle deposits? Yes No
 If "Yes," please explain: N/A
2. Does the Applicant have procedures in place to verify the existence and ownership of all new vendors prior to adding them to the authorized master vendor list? Yes No
3. Does the Applicant verify invoices against a corresponding purchase order, receiving report and the authorized master vendor list prior to issuing payment? Yes No
4. How often does the Applicant perform a physical inventory check of stock and equipment? _____



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5. What is the limit above which the Applicant requires countersignature for their checks? \$ 25,000.00

TRAVEL/INVESTMENT/EXTORTION COVERAGE INFORMATION

1. Please complete the following information regarding the foreign travel of the Applicant's employees:

Travel destination or country	Number of annual trips	Average length of stay	Number of employees travelling
N/A			

2. Describe the Applicant's security precautions taken for foreign travel: N/A

3. Does the Applicant have a nursery, pediatric floor and/or an on-site child care/day care center? Yes No
 If "Yes," provide a brief description by separate attachment of the security measures used to ensure their safety.

WILL MATERIAL CHANGE

If any information provided in this Renewal Application changes materially before the policy inception date, the Applicant must immediately notify the Company in writing, and any outstanding quotation may be modified or withdrawn.

DECLARATIONS, FRAUD WARNINGS AND SIGNATURES

The Applicant's submission of this Renewal Application does not obligate the Company to issue, or the Applicant to purchase, a policy. The Applicant will be advised if the Renewal Application for coverage is accepted. The Applicant hereby authorizes the Company to make any inquiry in connection with this Renewal Application.

The undersigned authorized agent of the person(s) and entity(ies) proposed for this insurance declares that to the best of his or her knowledge and belief, after reasonable inquiry, that the statements made in this Renewal Application and in any attachments or other documents submitted with this Renewal Application are true and complete. The undersigned agrees that this Renewal Application, such attachments and other documents, and all other signed applications submitted by the Applicant to the Company for the proposed insurance or any other insurance contract of which the proposed insurance is a direct or indirect renewal or replacement shall be the basis of the insurance policy should a policy providing the requested coverage be issued; that all such materials shall be deemed to be attached to and shall form a part of any such policy; and that the Company will have relied on all such materials in issuing any such policy.

The information requested in this Renewal Application is for underwriting purposes only and does not constitute notice to the Company under any policy of a Claim or potential Claim.

Notice to Arkansas, Minnesota, New Mexico and Ohio Applicants: Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false, fraudulent or deceptive statement is, or may be found to be, guilty of insurance fraud, which is a crime, and may be subject to civil fines and criminal penalties.

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 policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder 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.



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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 Kentucky Applicants: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance 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.

Notice to Louisiana 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 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 Alabama and Maryland Applicants: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who 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 New Jersey Applicants: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Notice to Oklahoma Applicants: Any person who, knowingly and with intent to injure, defraud or deceive any employer or employee, insurance company, or self-insured program, files a statement of claim containing any false or misleading information is guilty of a felony.

Notice to Oregon and Texas Applicants: Any person who makes an intentional misstatement that is material to the risk may be found guilty of insurance fraud by a court of law.

Notice to 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 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.

Notice to Puerto Rico Applicants: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than five thousand (5,000) dollars and not more than ten thousand (10,000) dollars, or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances are present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

Notice to New York Applicants: 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 shall also be subject to: a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.



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This Renewal Application must be signed by the chief executive officer and chief financial officer of the Parent Organization acting as the authorized representatives of the person(s) and entity(ies) proposed for this insurance.

Date: 4-21-16 Signature: Andrew R. Carr Title: Operating Chief Executive Officer

Chief Financial Officer

X. PLEASE ATTACH A COPY OF THE FOLLOWING REQUIRED INFORMATION FOR EVERY APPLICANT SEEKING COVERAGE:

- Most recent annual financial statements, audited if outside audits are performed;
- Most recent audited pension financial statements for each defined benefit plan (applicable to Fiduciary Liability coverage only);
- Most recent CPA Letter to Management and management's response (if this Letter is not issued, so indicate);
- Most recent EEO-1 Report (applicable to Employment Practices Liability coverage only).

Produced By: _____	Agency: _____
Agency Taxpayer ID or SS No.: _____	Agent License No.: _____
Address: _____	
City: _____	State: _____ Zip: _____
Submitted By: _____	
Agency: _____	
Agency Taxpayer ID or SS No.: _____	Agent License No.: _____
Address: _____	
City: _____	State: _____ Zip: _____



**Chubb Group of Insurance
Companies**
15 Mountain View Road
Warren, New Jersey 07059

Health Care Portfolio SM
General Terms and Conditions Section

DECLARATIONS

Policy Number: 8171-4963

FEDERAL INSURANCE COMPANY

A stock insurance company, incorporated under the laws of Indiana, herein called the Company

Capital Center, 251 North Illinois, Suite 1100
Indianapolis, IN 46204-1927

THE EXECUTIVE LIABILITY, ENTITY LIABILITY, AND EMPLOYMENT PRACTICES LIABILITY, FIDUCIARY LIABILITY, AND OUTSIDE DIRECTORSHIP LIABILITY COVERAGE SECTIONS (WHICHEVER ARE PURCHASED) PROVIDE CLAIMS MADE COVERAGE, WHICH APPLIES ONLY TO "CLAIMS" FIRST MADE DURING THE "POLICY PERIOD", OR ANY EXTENDED REPORTING PERIOD. THE APPLICABLE LIMIT(S) OF LIABILITY TO PAY "LOSS" WILL BE REDUCED, AND MAY BE EXHAUSTED, BY "DEFENSE COSTS" UNLESS OTHERWISE SPECIFIED HEREIN. "DEFENSE COSTS" WILL BE APPLIED AGAINST THE RETENTION. IN NO EVENT WILL THE COMPANY BE LIABLE FOR "DEFENSE COSTS" OR OTHER "LOSS" IN EXCESS OF THE APPLICABLE LIMIT(S) OF LIABILITY. READ THE ENTIRE POLICY CAREFULLY.

Item 1. **Parent Organization:** UT PHYSICIANS UNIVERSITY CARE PLUS

Principal Address: 6410 Fannin Street, H150D
Houston, TX 77030

Item 2. **Policy Period:** From 12:01 A.M. on June 30, 2016
To 12:01 A.M. on June 30, 2017
Local time at the address shown in Item 1.

Item 3. **Coverage Summary**
Description of Coverage(s) purchased:

Executive Liability and:	X
Optional Entity Coverage	X
Optional Employment Practices Liability Coverage	X
Optional Third Party Liability Coverage	X
Outside Directorship Liability Coverage	
Fiduciary Liability Coverage	
Crime Coverage	
Kidnap/Ransom and Extortion Coverage	

Item 4. **Termination of Prior Bonds or Policies:** 8171-4963

Health Care Portfolio SM
General Terms and Conditions Section

In Witness Whereof, the Company issuing this policy has caused this policy to be signed by its Authorized Officers, but it shall not be valid unless also signed by a duly Authorized Representative of the Company.

FEDERAL INSURANCE COMPANY

Maureen A. Brundage

Secretary

Carl I. Kumpf

President

04/16/2015

Date

[Signature]

Authorized Representative

In consideration of payment of the premium and subject to the Declarations and the limitations, conditions, provisions and other terms of this policy, the Company and the Insureds agree as follows:

Territory

1. Coverage shall extend anywhere in the world.
-

Terms and Conditions

2. Except for these General Terms and Conditions or unless stated to the contrary in any coverage section of this policy, the terms and conditions of each coverage section shall apply only to that coverage section. If any provision in these General Terms and Conditions is inconsistent or in conflict with the terms and conditions of any coverage section, the terms and conditions of such coverage section shall control for purposes of that coverage section. Any defined term referenced in these General Terms and Conditions but defined in a coverage section shall, for purposes of coverage under that coverage section, have the meaning set forth in that coverage section.
-

Definitions

3. When used in this policy:

Affiliate means any entity added as an affiliate by specific written endorsement to these General Terms and Conditions.

Claim shall have the meaning set forth in the applicable coverage section.

Financial Impairment means the status of an Organization resulting from:

- (a) the appointment by any state or federal official, agency or court of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to take control of, supervise, manage, liquidate, or rehabilitate such Organization; or
- (b) such Organization becoming a debtor in possession under the United States bankruptcy law or the equivalent of a debtor in possession under the law of any other country.

Insured shall have the meaning set forth in the applicable coverage section.

Manager means any natural person who was, now is or shall become a manager, member of the Board of Managers or equivalent executive of an Organization that is a limited liability company.

Organization shall have the meaning set forth in the applicable coverage section.

Parent Organization means the organization designated in Item 1 of the Declarations of these General Terms and Conditions.



Policy Period means the period of time specified in Item 2 of the Declarations of these General Terms and Conditions, subject to prior termination in accordance with Subsection 11 below. If this period is less than or greater than one year, then the limits of liability specified in the Declarations for each coverage section shall be the Company's maximum limit of liability under such coverage section for the entire period.

Subsidiary means any organization while more than fifty percent (50%) of the outstanding securities or rights representing the present right to vote for election of or to appoint directors or trustees of such organization are owned, directly or indirectly, in any combination, by one or more **Organizations**; provided that **Subsidiary** shall not include any **Affiliate**.

Limits of Liability and Retentions

4. Unless stated to the contrary in any coverage section, the limits of liability and retentions shown for each coverage section are separate limits of liability and separate retentions pertaining to the coverage section for which they are shown. Unless stated to the contrary in any coverage section of this policy, the payment of a retention under one coverage section shall not constitute payment of, and shall not reduce, the applicable retention under any other coverage section.

Notice

5. Any notice to the Company with respect to any coverage section shall designate the coverage section under which notice is being given and shall be treated as notice only under the coverage section(s) so designated.

Notice to the Company of a **Claim** or loss, or of circumstances which could give rise to a **Claim**, shall be given in writing addressed to:

Attn: Claims Department
Chubb Group of Insurance Companies
82 Hopmeadow Street
Simsbury, Connecticut 06070-7683

All other notices to the Company shall be given in writing addressed to:

Attn: Underwriting
Chubb Group of Insurance Companies
82 Hopmeadow Street
Simsbury, Connecticut 06070-7683

Any such notice shall be effective on the date of receipt by the Company at such address.



Valuation and Foreign Currency

6. All premiums, limits, retentions, loss and other amounts under this policy are expressed and payable in the currency of the United States of America. Except as otherwise provided in any coverage section, if a judgment is rendered, a settlement is denominated or any element of loss under this policy is stated in a currency other than United States of America dollars, payment under this policy shall be made in United States of America dollars at the rate of exchange published in The Wall Street Journal on the date the judgment becomes final, the amount of the settlement is agreed upon or the element of loss is due, respectively.

Subrogation

7. In the event of any payment under this policy, the Company shall be subrogated to the extent of such payment to all the Insured's rights of recovery, and such Insured shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable the Company effectively to bring suit or otherwise pursue subrogation rights in the name of the Insured.

Action Against the Company

8. No action may be taken against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy. No person or entity shall have any right under this policy to join the Company as a party to any action against any Insured to determine such Insured's liability nor shall the Company be impleaded by such Insured or legal representatives of such Insured.

Parent Organization Rights and Obligations

9. By acceptance of this policy, the Parent Organization agrees that it shall be considered the sole agent of, and shall act on behalf of, each Insured with respect to: the submission of any application; the payment of premiums and the receiving of any return premiums that may become due under this policy; the negotiation, agreement to and acceptance of endorsements; the giving or receiving of any notice provided for in this policy; the adjustment of loss amounts; and the receipt or enforcement of payment of loss (and the Parent Organization further agrees that it shall be responsible for application of any such payment as provided in this policy). Each Insured agrees that the Parent Organization shall act on its behalf with respect to all such matters.

Alteration and Assignment

10. No change in, modification of, or assignment of interest under this policy shall be effective except when made by written endorsement to this policy which is signed by an authorized employee of Chubb & Son, a division of Federal Insurance Company.
-



Termination of Policy or Coverage Section

11. This policy or any coverage section shall terminate at the earliest of the following times:
- (a) sixty (60) days after receipt by the **Parent Organization** of written notice of termination from the Company for any reason other than non-payment of premium;
 - (b) ten (10) days after receipt by the **Parent Organization** of written notice of termination from the Company for non-payment of premium;
 - (c) upon receipt by the Company of written notice of termination from the **Parent Organization** stating when thereafter such termination shall be effective; provided that this policy or any coverage section may not be terminated by the **Parent Organization** after the effective date of any acquisition of the **Parent Organization** as described in the Changes in Exposure subsection of the applicable coverage section of this policy;
 - (d) upon expiration of the **Policy Period** as set forth in Item 2 of the Declarations of these General Terms and Conditions; or
 - (e) at such other time as may be agreed upon by the Company and the **Parent Organization**.

The Company shall refund the unearned premium computed at customary short rates if this policy or any coverage section is terminated by the **Parent Organization**. Under any other circumstances the refund shall be computed pro rata. Payment or tender of any unearned premium by the Company shall not be a condition precedent to the effectiveness of a notice of termination, but such payment shall be made as soon as practicable thereafter.

Termination of Prior Bonds or Policies

12. Any bonds or policies issued by the Company or its affiliates and specified in Item 4 of the Declarations of these General Terms and Conditions shall terminate, if not already terminated, as of the inception of this policy.

Bankruptcy

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

Headings

14. The descriptions in the headings and sub-headings of this policy are solely for convenience, and form no part of the terms and conditions of coverage.

Schedule of Forms

To be attached to and form part of
Policy No. 8171-4963

Company: Federal Insurance Company

Issued to: UT PHYSICIANS UNIVERSITY CARE PLUS

Health Care Portfolio General Terms and Conditions Section (Federal)

14-02-10024 (8/04 ed.)

14-02-12459 (9/06 ed.)

14-02-13286 (7/07 ed.)

Health Care Portfolio Executive Liability, Entity Liability & Employment Practices Liability Coverage Section (Federal)

14-02-10162 (8/04 ed.)

14-02-10173 (6/10 ed.)

14-02-11389 (4/13 ed.)

14-02-11488 (10/05 ed.)

14-02-11496 (10/05 ed.)

14-02-11516 (6/09 ed.)

14-02-11590 (7/07 ed.)

14-02-11598 (11/05 ed.)

14-02-11710 (9/09 ed.)

14-02-11745A (1/06 ed.)

14-02-11748 (1/06 ed.)

14-02-11817 (12/13 ed.)

14-02-12300 (3/11 ed.)

14-02-12303 (11/06 ed.)

14-02-12428 (9/06 ed.)

14-02-12430 (9/06 ed.)

14-02-12439 (9/06 ed.)

14-02-12485 (10/06 ed.)

14-02-12546 (10/06 ed.)

14-02-12605 (11/06 ed.)

14-02-13538 (10/15 ed.)

Form 14-02-0854 (Ed 04-01)

Schedule of Forms

To be attached to and form part of
Policy No. 8171-4963

Company: Federal Insurance Company

Issued to: UT PHYSICIANS UNIVERSITY CARE PLUS

14-02-13566 (5/08 ed.)

14-02-13574 (5/08 ed.)

14-02-13575 (5/08 ed.)

14-02-14598 (5/11 ed.)

14-02-14613 (9/08 ed.)

14-02-14796 (12/08 ed.)

14-02-15297 (8/09 ed.)

14-02-19696 (12/12 ed.)

14-02-20005 (7/13 ed.)

14-02-3206 (5/05 ed.)

14-02-9954 (8/04 ed.)



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Health Care Portfolio SM
*Executive Liability, Entity Liability, and
Employment Practices Liability Coverage Section*

DECLARATIONS

Policy Number: 8171-4963

FEDERAL INSURANCE COMPANY

A stock insurance company, incorporated under the laws of Indiana, herein called the Company

NOTICE: THIS COVERAGE SECTION PROVIDES CLAIMS MADE COVERAGE, WHICH APPLIES ONLY TO "CLAIMS" FIRST MADE DURING THE "POLICY PERIOD", OR ANY EXTENDED REPORTING PERIOD. THE LIMIT OF LIABILITY TO PAY "LOSS" WILL BE REDUCED, AND MAY BE EXHAUSTED, BY "DEFENSE COSTS", AND "DEFENSE COSTS" WILL BE APPLIED AGAINST THE RETENTION. IN NO EVENT WILL THE COMPANY BE LIABLE FOR "DEFENSE COSTS" OR OTHER "LOSS" IN EXCESS OF THE APPLICABLE LIMIT(S) OF LIABILITY. READ THE ENTIRE POLICY CAREFULLY.

Item 1. **Parent Organization:** UT PHYSICIANS UNIVERSITY CARE PLUS
6410 Fannin Street, H150D
Houston, TX 77030

Item 2. **Limits of Liability:**

(A) Insuring Clauses 1 and 2 – Executive Liability and Executive Indemnification Coverage:	Each D&O Claim:	\$1,000,000.00
(B) Insuring Clause 3 – Entity Coverage (if purchased):	Each Organization Claim:	\$1,000,000.00
(C) Insuring Clause 4 – Employment Practices Liability Coverage (if purchased):	Each Employment Claim:	\$1,000,000.00
(D) Insuring Clause 5 – Third Party Liability Coverage (if purchased):	Each Third Party Claim:	\$1,000,000.00
(E) Sublimit for all Claims based upon, arising from, or in consequence of any Antitrust Violation under Insuring Clauses 1, 2 and 3:		\$1,000,000.00
(F) Sublimit for IRC Coverage:		\$50,000.00
(G) Sublimit for EMTALA Coverage:		\$50,000.00
(H) Sublimit for Excess Benefit Transaction Coverage:		\$10,000.00
(I) Sublimit for HIPAA Coverage:		\$25,000.00

Note: The Sublimits shown in (E), (F), (G), (H), and (I) above are part of, and not in addition to, the Maximum Aggregate Limit of Liability set forth in (J).

(J) Maximum Aggregate Limit of Liability for all Claims each Policy Period: \$1,000,000.00



Health Care Portfolio SM
*Executive Liability, Entity Liability, and Employment
 Practices Liability Coverage Section*

Item 3. Optional Coverage:

- (A) Optional Coverage: Insuring Clause 3 – Entity Coverage: Yes No
- (B) Optional Coverage: Insuring Clause 4 –
 Employment Practices Liability Coverage: Yes No
- (C) Optional Coverage: Insuring Clause 5 –
 Third Party Liability Coverage: Yes No

Item 4. Coinsurance Percentage:

- (A) **Claims**, other than **Claims** based upon, arising from, or in consequence of any **Antitrust Violation**, under Insuring Clauses 1, 2 and 3: 0.00%
- (B) **Claims** based upon, arising from, or in consequence of any **Antitrust Violation** under Insuring Clauses 1, 2 and 3: 20.00%
- (C) **Non-Mass or Non-Class Actions** under Insuring Clauses 4 and 5: 0.00%
- (D) **Mass or Class Actions** under Insuring Clauses 4 and 5: 0.00%

Item 5. Retention:

- (A) Insuring Clause 1 – Each **D&O Claim**: \$0.00
- (B) Insuring Clause 2 – Each **D&O Claim**, other than a **D&O Claim** based upon, arising from, or in consequence of any **Antitrust Violation**: \$50,000.00
- (C) Insuring Clause 3 – Each **Organization Claim**, other than an **Organization Claim** based upon, arising from, or in consequence of any **Antitrust Violation**: \$50,000.00
- (D) Insuring Clauses 2 and 3 – Each **Claim** based upon, arising from, or in consequence of any **Antitrust Violation**: \$50,000.00
- (E) Insuring Clause 4 – Each **Non-Mass or Non-Class Action**: \$50,000.00
- (F) Insuring Clause 4 – Each **Mass or Class Action**: \$50,000.00
- (G) Insuring Clause 5 – Each **Non-Mass or Non-Class Action**: \$50,000.00
- (H) Insuring Clause 5 – Each **Mass or Class Action**: \$50,000.00

Item 6. Extended Reporting Period:



Health Care Portfolio SM
*Executive Liability, Entity Liability, and Employment
Practices Liability Coverage Section*

- (A) Additional Period: 1 year
- (B) Additional Premium: 100% of Annualized Premium for the Expiring Policy Period

Item 7. Pending or Prior Date:

- (A) Insuring Clauses 1 and 2: June 1, 2003
- (B) Insuring Clause 3: June 1, 2003
- (C) Insuring Clause 4: June 1, 2003
- (D) Insuring Clause 5: June 1, 2003

ENDORSEMENT/RIDER

Coverage Section: Health Care Portfolio Executive Liability, Entity Liability & Employment Practices Liability Coverage Section (Federal)

Effective date of this endorsement/rider: June 30, 2016

Federal Insurance Company

Endorsement/Rider No. 2

To be attached to and form a part of Policy No. 8171-4963

Issued to: UT PHYSICIANS UNIVERSITY CARE PLUS

REGULATORY CLAIM COVERAGE ENDORSEMENT

In consideration of the premium charged, it is agreed that:

(1) The following Insuring Clause is added to the Insuring Clauses of this coverage section:

Regulatory Claim Coverage Insuring Clause 6

6. The Company shall pay, on behalf of the **Insureds**, **Loss** which the **Insureds** become legally obligated to pay on account of any **Regulatory Claim** first made against such **Insureds** during the **Policy Period** or, if exercised, during the **Extended Reporting Period**, for a **Regulatory Wrongful Act** committed, attempted, or allegedly committed or attempted by such **Insureds** before or during the **Policy Period**, but only if such **Regulatory Claim** is reported to the Company in writing in the manner and within the time provided in Subsection 18 of this coverage section.

(2) The term **Claim**, as defined in Subsection 6 Definitions of this coverage section, is amended to include, when used in reference to the coverage provided by Insuring Clause 6, a **Regulatory Claim**.

(3) The term **Loss**, as defined in Subsection 6 Definitions of this coverage section, is amended to include the following:

(c) the amount that any **Insured** (for purposes of Insuring Clause 6) becomes legally obligated to pay on account of any covered **Regulatory Claim**, including but not limited to:

(i) damages;

(ii) judgments;

(iii) settlements;

(iv) pre-judgment and post-judgment interest;

(v) fines and penalties levied against an **Insured** for violation of the Federal False Claims Act or any similar federal, state, or local statutory law or common law anywhere in the world, any federal, state, or local anti-kickback, self-referral or healthcare fraud and abuse law anywhere in the world, or amendments to or regulations promulgated under any such law; and

(vi) **Defense Costs**.

- (4) The term **Loss**, as defined in Subsection 6 Definitions of this coverage section, shall not include, when used in this coverage section:
- (a) any bond or surety requirement;
 - (b) any amount of overpayment or restitution that is identified as such in any document or instrument effecting any settlement; or
 - (c) fees, profits, or other revenue lost, or any costs incurred, by an **Insured** in connection with the termination, suspension, or limitation of such **Insured's** right to participate in any program of a federal, state or local governmental, regulatory or administrative agency or entity.

(5) The term **Wrongful Act**, as defined in Subsection 6 Definitions of this coverage section, is amended to include, when used in reference to the coverage provided by Insuring Clause 6, a **Regulatory Wrongful Act**.

(6) Subsection 6 Definitions of this coverage section is amended to include the following terms:

Regulatory Claim means:

- (a) a written demand for monetary damages or non-monetary relief;
- (b) a search warrant, subpoena, notice of investigation, or contact letter including but not limited to any notice or letter received from a **Recovery Audit Contractor (RAC)**;
- (c) a civil proceeding commenced by the service of a complaint or similar pleading;
- (d) a criminal proceeding commenced by the return of an indictment or information;
- (e) a civil administrative or civil regulatory proceeding commenced by the filing of a demand or notice of charges; or
- (f) a qui tam action or a relator lawsuit commenced by the service of a complaint or similar pleading,

brought by or on behalf of a federal, state or local governmental, regulatory or administrative agency or entity against an **Insured** for a **Regulatory Wrongful Act**, including any appeal therefrom.

Regulatory Claim shall not include any customary or routine audit or reconciliation involving an **Insured** by any federal, state or local governmental, regulatory or administrative agency or entity.

Except as may otherwise be provided in Subsection 15, Subsection 16(j), or Subsection 18(b) of this coverage section, a **Regulatory Claim** will be deemed to have first been made when, with respect to any civil, criminal, or civil administrative or civil regulatory proceeding or qui tam action or relator lawsuit described in (c) - (f) above, such **Regulatory Claim** is commenced as set forth in this definition or, in the case of any written demand search warrant, subpoena, notice of investigation, or contact letter described in (a) or (b) above, when such demand is first received by an **Insured**.

Regulatory Wrongful Act means the receipt by an **Insured** of any notice or letter from any **Recovery Audit Contractor (RAC)**, or any actual or alleged violation by an **Insured** of the responsibilities, obligations or duties imposed by the Federal False Claims Act or any similar federal, state, or local statutory law or common law anywhere in the world, any federal, state, or local anti-kickback, self-referral or healthcare fraud and abuse law anywhere in the world, or amendments to or regulations promulgated under any such law; provided that **Regulatory Wrongful Act** shall not include any **Employment Practices Wrongful Act** or **Third Party Wrongful Act**.

(7) Solely with respect to any coverage available under Insuring Clause 6, Exclusion 7(a) of this coverage section is amended to read in its entirety as follows:

- (a) based upon, arising from, or in consequence of any fact, circumstance, situation, transaction, event or **Wrongful Act** that, before June 1, 2006, was the subject of any notice given under any policy or coverage section of which this coverage section is a direct or indirect renewal or replacement;
- (8) Solely with respect to any coverage available under Insuring Clause 6, Exclusion 7(b) of this coverage section is amended to read in its entirety as follows:
- (b) based upon, arising from, or in consequence of any:
 - (i) demand, suit or other proceeding which was pending against any **Insured**;
 - (ii) search warrant, subpoena, notice of investigation or contact letter which was pending against any **Insured**; or
 - (iii) order, decree, or judgment entered for or against any **Insured**;on or prior to the applicable Pending or Prior Date set forth in Item 7 of the Declarations for this coverage section, or the same or substantially the same fact, circumstance, or situation underlying or alleged therein, including but not limited to any such **Claim** which is brought by or on behalf of the original claimant in any matter set forth in (i) or (ii) above or any other claimant.
- (9) Exclusion 7(l) of this coverage section shall not apply to **Loss** on account of any **Regulatory Claim** under Insuring Clause 6 of this coverage section.
- (10) No coverage will be available under Insuring Clause 6 of this coverage section for **Loss** on account of any **Regulatory Claim** made against any **Insured** based upon, arising from, or in consequence of:
- (a) the committing in fact of any dishonest or fraudulent act or omission or any willful violation of any statute or regulation by such **Insured**, if a judgment or other final adjudication establishes such dishonest or fraudulent act or omission or willful violation of any statute or regulation; or
 - (b) such **Insured** having gained in fact any profit, remuneration or advantage to which such **Insured** was not legally entitled.
- (11) Solely with respect to any coverage available under Insuring Clause 6, Subsection 24 Acquisition/Creation of Another Organization of this coverage section is amended to read in its entirety as follows:
24. If before the **Policy Period** any **Organization**:
- (a) acquires securities or rights in another organization or creates another organization, which as a result of such acquisition or creation becomes a **Subsidiary**; or
 - (b) acquires another organization by merger into or consolidation with an **Organization** such that the **Organization** is the surviving entity,
- such other organization and its **Insured Persons** shall be **Insureds** under this coverage section, but only with respect to **Wrongful Acts** committed, attempted, or allegedly committed or attempted after such acquisition or creation unless the Company agrees, after presentation of a complete application and all other appropriate information, to provide coverage by endorsement for **Wrongful Acts** committed, attempted, or allegedly committed or attempted by such **Insureds** before such acquisition or creation. Notwithstanding the foregoing, no such coverage will be available under this coverage section for the following such acquired or created organizations:

N/A

If during the **Policy Period** any **Organization**:

- (a) acquires securities or rights in another organization or creates another organization, which as a result of such acquisition or creation becomes a **Subsidiary**; or
- (b) acquires another organization by merger into or consolidation with an **Organization** such that the **Organization** is the surviving entity,

such other organization and its directors, officers, and employees shall not be **Insureds** under this coverage section and no coverage shall be available to such other organization and its directors, officers, and employees unless the Company agrees, after presentation of a complete application and all other appropriate information, to provide coverage by endorsement for such other organization and its directors, officers, and employees.

- (12) If any **Regulatory Claim** is filed under seal, the **Insureds** shall, as a condition precedent to exercising any right to coverage under this coverage section, immediately upon becoming aware of such **Regulatory Claim** petition the applicable court, agency, or entity to allow such sealed information be provided to the Company.
- (13) The Company's maximum aggregate liability for all **Loss** on account of all **Regulatory Claims** shall be \$250,000.00, which amount is part of and not in addition to the Company's maximum aggregate Limit of Liability for all **Loss** on account of all **Claims** first made during the **Policy Period** as set forth in Item 2(J) of the Declarations for this coverage section.
- (14) Item 5 Retention of the Declarations for this coverage section is amended to include the following:
 - (I) Insuring Clause 6 – Each **Regulatory Claim**: \$100,000.00
- (15) Item 7 Pending or Prior Date of the Declarations for this coverage section is amended to include the following:
 - (E) Insuring Clause 6: June 1, 2003

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

ENDORSEMENT/RIDER

Coverage Section: Health Care Portfolio Executive Liability, Entity Liability & Employment Practices Liability Coverage Section (Federal)

Effective date of this endorsement/rider: June 30, 2016

Federal Insurance Company

Endorsement/Rider No. 8

To be attached to and form a part of Policy No. 8171-4963

Issued to: UT PHYSICIANS UNIVERSITY CARE PLUS

SPECIFIC CLAIM EXCLUSION

In consideration of the premium charged, it is agreed that no coverage will be available under this coverage section for **Loss** on account of any **Claim** based upon, arising from, or in consequence of University of Texas - Houston Health Science Center which is brought by, at the behest of, on behalf of, or in the name or right of University of Texas - Houston Health Science Center.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

ENDORSEMENT/RIDER

Coverage Section: Health Care Portfolio Executive Liability, Entity Liability & Employment Practices Liability Coverage Section (Federal)

Effective date of this endorsement/rider: June 30, 2016

Federal Insurance Company

Endorsement/Rider No. 20

To be attached to and form a part of Policy No. 8171-4963

Issued to: UT PHYSICIANS UNIVERSITY CARE PLUS

EMTALA SUBLIMIT WITH DEFENSE EXPENSES INSIDE THE LIMIT ENDORSEMENT

In consideration of the premium charged, it is agreed that:

- (1) Item 2(G) of the Declarations of this coverage section is deleted and replaced by the following:

(G) Sublimit for EMTALA Coverage: \$500,000
- (2) The Company's maximum aggregate liability for all Claims for all EMTALA violations, whether covered under one or more Insuring Clauses, shall be the Sublimit set forth in Item 2(G) of the Declarations for this coverage section. Accordingly, subparagraph (d) (l) of Subsection 16, Limit of Liability, Retention, and Coinsurance, of this coverage section is deemed amended to the extent necessary to effect the foregoing.
- (3) Subparagraph (e) of Subsection 16, Limit of Liability, Retention, and Coinsurance, of this coverage section is deleted and replaced by the following:

(e) **Defense Costs** are part of and not in addition to the Limits of Liability set forth in Items 2(A)-(E), 2(G), and 2(J) of the Declarations for this coverage section, and the payment by the Company of **Defense Costs** shall reduce and may exhaust such applicable Limits of Liability.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

ENDORSEMENT/RIDER

Coverage Section: Health Care Portfolio Executive Liability, Entity Liability & Employment Practices Liability Coverage Section (Federal)

Effective date of this endorsement/rider: June 30, 2016

Federal Insurance Company

Endorsement/Rider No. 21

To be attached to and form a part of Policy No. 8171-4963

Issued to: UT PHYSICIANS UNIVERSITY CARE PLUS

ADDITIONAL LIMIT OF LIABILITY DEDICATED FOR EXECUTIVES ENDORSEMENT

In consideration of the premium charged, it is agreed that:

- (1) Notwithstanding anything in this Policy to the contrary, the Additional Limit of Liability Dedicated For Executives, shall be an additional Limit of Liability in an amount not to exceed 500,000, which amount is in addition to and not part of the Limit of Liability as set forth in Item 2(A) of the Declarations of this coverage section.
- (2) This Additional Limit of Liability Dedicated For Executives is available solely for Loss resulting from any D&O Claim against any Executive covered under Insuring Clause (1) of this coverage section.
- (3) The Additional Limit of Liability Dedicated For Executives shall be excess of any insurance available that is specifically excess to this policy and such excess insurance must be completely exhausted by payment of loss, damages or defense costs thereunder before the Company shall have any obligation to make any payment on account of the Additional Limit of Liability Dedicated For Executives.
- (4) Solely for the purposes of this endorsement, the term Executive means any natural person who was, now is or shall become:
 - (a) a duly elected or appointed director, officer, trustee, trustee emeritus, Manager or the in-house general counsel of any Organization chartered in the United States of America; or
 - (b) a holder of a position equivalent to any position described in (a) above in an Organization chartered in any other jurisdiction other than the United States of America.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

ENDORSEMENT/RIDER

Coverage Section: Health Care Portfolio Executive Liability, Entity Liability & Employment Practices Liability Coverage Section (Federal)

Effective date of this endorsement/rider: June 30, 2016

Federal Insurance Company

Endorsement/Rider No. 3

To be attached to and form a part of Policy No. 8171-4963

Issued to: UT PHYSICIANS UNIVERSITY CARE PLUS

HEALTH CARE PORTFOLIO MANDATORY AMENDMENTS ENDORSEMENT

In consideration of the premium charged, it is agreed that:

- (1) Items 4(A) and (B) of the Declarations for this coverage section are amended to read in their entirety as follows:
 - (A) **Claims, other than Claims based upon, arising from, or in consequence of any Antitrust Violation, under Insuring Clauses 2 and 3:** 0%
 - (B) **Claims based upon, arising from, or in consequence of any Antitrust Violation under Insuring Clauses 2 and 3:** 20%

- (2) Subparagraph (a) of the term **D&O Claim**, as defined in Section 6. Definitions of this coverage section, is amended to read in its entirety as follows:
 - (a) a written demand for monetary damages or non-monetary relief;

- (3) Subparagraph (a) of the term **Employment Claim**, as defined in Section 6. Definitions of this coverage section, is amended to read in its entirety as follows:
 - (a) any of the following:
 - (i) a written demand for monetary damages or a written demand for reinstatement, re-employment or re-engagement;
 - (ii) a civil proceeding commenced by the service of a complaint or similar pleading;
 - (iii) a criminal proceeding outside the United States of America commenced by a return of an indictment or information or similar document;
 - (iv) an arbitration proceeding pursuant to an employment contract, policy or practice of the **Organization** commenced by receipt of a demand for arbitration or similar document; or
 - (v) an administrative, regulatory or tribunal proceeding commenced by the filing of a notice of charges, formal investigative order or similar document, including but not limited to any such proceeding brought by or in association with the Equal

Employment Opportunity Commission or any similar governmental agency located anywhere in the world with jurisdiction over the **Organization's** employment practices; provided that in the context of an audit conducted by the Office of Federal Contract Compliance Programs, **Employment Claim** shall be limited to a Notice of Violation or Order to Show Cause or written demand for monetary relief or injunctive relief,

which is brought and maintained by or on behalf of a past, present or prospective **Employee or Independent Contractor** of the **Organization** against any **Insured** for an **Employment Practices Wrongful Act** (even if such **Employment Practices Wrongful Act** is related to allegations in a criminal proceeding), including any appeal therefrom; or

- (4) Subparagraph (d) of the term **Insured Person**, as defined in Section 6. Definitions of this coverage section, is amended to read in its entirety as follows:

(d) an **Independent Contractor** working for the **Organization**, but only while acting in his or her capacity as such; provided that **Insured Person** shall not include any **Independent Contractor** whom the **Organization** elects in writing not to indemnify for liability arising out of a **Claim**, if such election is made prior to or no later than thirty (30) days after such **Claim** is deemed first made.

- (5) Subparagraph (a) of the term **Organization Claim**, as defined in Section 6. Definitions of this coverage section, is amended to read in its entirety as follows:

(a) a written demand for monetary damages or non-monetary relief;

- (6) The term **Outside Directorship**, as defined in Section 6. Definitions of this coverage section, is amended to read in its entirety as follows:

Outside Directorship means the position of director, officer, trustee, governor or equivalent executive position held by any **Insured Person** in a **Non-Profit Outside Entity**, if service in such position is authorized in writing by the **Organization**.

- (7) The term **Retaliation**, as defined in Section 6. Definitions of this coverage section, is amended to read in its entirety as follows:

Retaliation means retaliatory treatment against any **Employee** or **Independent Contractor** on account of such individual or another **Employee**:

- (a) exercising his or her rights under law;
- (b) refusing to violate any law;
- (c) opposing any unlawful practice;
- (d) disclosing or threatening to disclose to a superior or to any governmental agency alleged violations of law; or
- (e) having assisted or testified in or cooperated with a proceeding or investigation regarding alleged violations of law by the **Insured**.

- (8) Subparagraph (a)(i) of the term **Third Party Claim**, as defined in Section 6. Definitions of this coverage section, is amended to read in its entirety as follows:

(i) a written demand for monetary damages or non-monetary relief;

- (9) Subparagraph (i) of Exclusion 7(b) of this coverage section is amended to read in its entirety as follows:

- (i) any:
 - (A) written demand;
 - (B) civil proceeding;
 - (C) criminal proceeding;
 - (D) formal civil administrative or civil regulatory proceeding commenced by the issuance of a notice of charges or similar document or by the entry of a formal order of investigation or similar document alleging a **D&O Wrongful Act**;
 - (E) administrative, regulatory or tribunal proceeding commenced by the issuance of a notice of charges or complaint of discrimination by the Equal Employment Opportunity Commission or any other federal, state or local governmental agency authorized to investigate or adjudicate an actual or alleged **Employment Practices Wrongful Act** or **Third Party Wrongful Act**;
 - (F) Notice of Violation or Order to Show Cause resulting from an audit conducted by the Office of Federal Contract Compliance Programs; or
 - (G) arbitration proceeding alleging an **Employment Practices Wrongful Act** or **Third Party Wrongful Act**;

which was pending against any **Insured** on or prior to the applicable Pending or Prior Date set forth in Item 7 of the Declarations for this coverage section, or the same or substantially the same fact, circumstance or situation underlying or alleged therein, including but not limited to any such **Claim** which is brought by or on behalf of the original claimant in any matter set forth in subparagraphs (A)-(G) above or any other claimant; or

- (10) Exclusion 7(k) of this coverage section is deleted.
- (11) Subparagraph (l) of Exclusion 7(l) of this coverage section is amended to read in its entirety as follows:
 - (l) the Federal False Claims Act or any similar federal, state, or local statutory law or common law anywhere in the world, or amendments to or regulations promulgated under any such law; or
- (12) Exclusion 7(m) of this coverage section is deleted in its entirety.
- (13) Exclusion 8(a)(i) is amended to read in its entirety as follows:
 - (i) a **Claim** brought or maintained derivatively on behalf of the **Organization**, including but not limited to any such **Claim** brought or maintained by one or more securityholders of the **Organization**, provided such **Claim** is brought and maintained without any active assistance or participation of, or solicitation by, any **Insured Person**;
- (14) Exclusion 8(a) is amended to add the following subparagraph:

a **D&O Claim** brought or maintained by an **Insured Person** other than an **Employee** or **Independent Contractor** for the actual or alleged wrongful termination of such **Insured Person**;
- (15) Subparagraph (b) of Exclusion 8 is amended to read in its entirety as follows:
 - (b) by or on behalf of, or in the name or right of, any **Non-Profit Outside Entity** against an **Insured Person** for an **Outside Directorship Wrongful Act** in his or her capacity with respect to an **Outside Directorship** with such **Non-Profit Outside Entity**;

- (16) Exclusion 8(d) of this coverage section is amended to read in its entirety as follows:
- (d) based upon, arising from, or in consequence of any actual or alleged liability of any **Organization** under any written or oral contract or agreement; provided that this Exclusion 8(d) shall not apply to the extent that an **Organization** would have been liable in the absence of such contract or agreement;
- (17) The second paragraph of subparagraph (h) of Section 16. Limit of Liability, Retention and Coinsurance of this coverage section is amended to read in its entirety as follows:
- If at any time a **D&O Claim** under Insuring Clause 2 or **Organization Claim** that is based upon, arising from, or in consequence of any **Antitrust Violation** ceases to be based upon, arising from, or in consequence of any **Antitrust Violation**, the **Insureds** shall thereafter bear uninsured and at their own risk that percentage of **Loss** on account of such **D&O Claim** or **Organization Claim** specified as the **Coinsurance Percentage** in Item 4(A) of the **Declarations** for this coverage section, and the **Company's** liability shall apply only to the remaining percentage of such **Loss** on account of such **D&O Claim** or **Organization Claim**. Provided that, no **Loss** borne by the **Insureds** while such **D&O Claim** or **Organization Claim** was based upon, arising from, or in consequence of any **Antitrust Violation** will be reimbursed or indemnified by the **Company**. If at any time a **D&O Claim** under Insuring Clause 2 or **Organization Claim** that was not based upon, arising from, or in consequence of any **Antitrust Violation** becomes a **D&O Claim** under Insuring Clause 2 or **Organization Claim** that is based upon, arising from, or in consequence of any **Antitrust Violation**, the **Insureds** shall thereafter bear uninsured and at their own risk that percentage of **Loss** on account of such **D&O Claim** or **Organization Claim** specified as the **Coinsurance Percentage** in Item 4(B) of the **Declarations** for this coverage section, and the **Company's** liability shall apply only to the remaining percentage of such **Loss** on account of such **D&O Claim** or **Organization Claim**.
- (18) Subparagraph (i) of Section 16. Limit of Liability Retention and Coinsurance of this coverage section is deleted in its entirety.
- (19) Subparagraph (a)(i) of Section 18. Reporting and Notice of this coverage section is amended to read in its entirety as follows:
- (i) if this coverage section expires (or is otherwise terminated) without being renewed and if no **Extended Reporting Period** is purchased, sixty (60) days after the effective date of such expiration or termination; or
- (20) Subparagraph (b) of Section 18. Reporting and Notice of this coverage section is amended to read in its entirety as follows:
- (b) If during the **Policy Period** an **Insured** becomes aware of circumstances which could give rise to a **Claim** and gives written notice of such circumstances to the **Company** as soon as practicable thereafter but before the expiration or termination of this coverage section, then any **Claim** subsequently arising from such circumstances shall be deemed to have been first made during the **Policy Period** in which such written notice was first given by an **Insured** to the **Company**, provided that written notice of any such subsequent **Claim** must be given to the **Company** as soon as practicable. With respect to any such subsequent **Claim**, no coverage under this coverage section shall apply for loss incurred prior to the date such subsequent **Claim** is actually made.
- (21) Subsection 22, Other Insurance and Indemnity, is deleted and replaced with the following:
22. Other Insurance and Indemnity
- (a) If any **Loss** from any **D&O Claim** or **Organization Claim** under Insuring Clauses 1, 2, or 3 is insured under any other valid and collectible insurance policy(ies), including but not limited to

a trust issued through an insurance company, captive or risk retention group, or any hospital professional liability insurance, general liability insurance, medical professional liability insurance, managed care errors and omissions insurance or any similar insurance, prior or current, then this coverage section shall cover such Loss, subject to its limitations, conditions, provisions and other terms, only to the extent that the amount of such Loss is in excess of the amount of such other insurance whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the applicable Limit of Liability provided in this coverage section.

- (b) Any coverage for **D&O Claims for Outside Directorship Wrongful Acts** will be specifically excess of any insurance provided by or indemnification available from the **Non-Profit Outside Entity** or any other source, other than the **Organization**, for the benefit of the **Insured Person** serving in such **Outside Directorship**. Payment by the Company or any affiliate of the Company under another policy as a result of a **D&O Claim** against an **Insured Person** in an **Outside Directorship** shall reduce, by the amount of such payment, the Company's applicable Limit of Liability under this coverage section.
 - (c) If any Loss from any **Employment Claim** under Insuring Clause 4 is insured under any other valid and collectible insurance policy(ies), prior or current, then this coverage section shall be primary; provided that with respect to that portion of an **Employment Claim** made against any leased or temporary **Employee** or **Independent Contractor**, Loss, including **Defense Costs**, payable on behalf of such leased or temporary **Employee** or **Independent Contractor** under this coverage section will be specifically excess of and will not contribute with other valid insurance, including but not limited to any other insurance under which there is a duty to defend, unless such other insurance is specifically stated to be in excess over the applicable Limit of Liability of this coverage section.
 - (d) If any Loss from any **Third Party Claim** under Insuring Clause 5 is insured under any other valid and collectible insurance policy(ies), prior or current, then this coverage section shall be specifically excess of and will not contribute with other valid insurance, including but not limited to any other insurance under which there is a duty to defend, unless such other insurance is specifically stated to be in excess over the applicable Limit of Liability of this coverage section.
- (22) Subparagraph (b)(ii) of Section 24, Changes in Exposure, of this coverage section is deleted and replaced with the following:
- (ii) with respect to Insuring Clauses 4 and 5, the total number of employees of any such acquired organization or new **Subsidiary** exceed ten percent (10%) of the total number of employees of the **Parent Organization** as of the date of such acquisition or creation;

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

ENDORSEMENT/RIDER

Coverage Section: Health Care Portfolio Executive Liability, Entity Liability & Employment Practices Liability Coverage Section (Federal)

Effective date of this endorsement/rider: June 30, 2016

Federal Insurance Company

Endorsement/Rider No. 4

To be attached to and form a part of Policy No. 8171-4963

Issued to: UT PHYSICIANS UNIVERSITY CARE PLUS

NUCLEAR EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is agreed that:

(1) No coverage will be available under this policy for **Loss** on account of any **Claim** based upon, arising from, or in consequence of:

- (i) any actual, alleged, or threatened exposure to, or generation, storage, transportation, discharge, emission, release, dispersal, escape, treatment, removal or disposal of any **Nuclear Materials**; or
- (ii) any regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize any **Nuclear Materials**, or any action taken in contemplation or anticipation of any such regulation, order, direction or request.

including but not limited to any **Claim** for financial loss to the **Organization**, the **Non-Profit Outside Entity**, or any members, securityholders or creditors of the **Organization** or **Non-Profit Outside Entity** based upon, arising from, or in consequence of any matter described in clause (i) or clause (ii) of this Exclusion; provided that this Exclusion shall not apply to any **Employment Claim** for **Retaliation**.

(2) Section 6 Definitions of this policy is amended to add the following term:

Nuclear Materials means any nuclear or radioactive substance or hazardous properties resulting from any nuclear reaction, nuclear radiation or radioactive contamination.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

ENDORSEMENT/RIDER

Coverage Section: Health Care Portfolio Executive Liability, Entity Liability & Employment Practices Liability Coverage Section (Federal)

Effective date of
this endorsement/rider: June 30, 2016

Federal Insurance Company

Endorsement/Rider No. 5

To be attached to and
form a part of Policy No. 8171-4963

Issued to: UT PHYSICIANS UNIVERSITY CARE PLUS

INSURING CLAUSE 1 NON-RESCISSION ENDORSEMENT

In consideration of the premium charged, it is agreed that the Company shall not be entitled under any circumstances to rescind Insuring Clause 1 of this Coverage Section.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

ENDORSEMENT/RIDER

Coverage Section: Health Care Portfolio Executive Liability, Entity Liability & Employment Practices Liability
Coverage Section (Federal)

Effective date of
this endorsement/rider: June 30, 2016

Federal Insurance Company

Endorsement/Rider No. 6

To be attached to and
form a part of Policy No. 8171-4963

Issued to: UT PHYSICIANS UNIVERSITY CARE PLUS

LIMITED E&O EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is agreed that:

- (1) No coverage will be available under this coverage section for **Loss** on account of any **Claim** based upon, arising from, or in consequence of:
 - (a) any actual or alleged refusal to offer, issue or renew, or any cancellation of, any **Insurance Contract**;
 - (b) any actual or alleged lack of good faith or unfair dealing in the handling of any claim or obligation under any **Insurance Contract**, or the brokering or underwriting of insurance policies or risks;
 - (c) any actual or alleged conduct of any **Insured** in the negotiation, placement or maintenance of any **Insurance Contract**;
 - (d) any failure to collect or pay premiums, commissions, brokerage charges, fees or taxes;
 - (e) any failure to obtain, effect or maintain insurance or reinsurance;
 - (f) any failure to obtain, effect or maintain stop loss or provider excess coverage, whether by way of insurance, reinsurance or self-insurance;
 - (g) any actuarial determination including without limitation opinions as to reserve adequacy or pricing adequacy;
 - (h) any commingling or mishandling of funds with respect to any **Managed Care Activities** or any **Insurance Contract**;
 - (i) the rendering of professional services for others in the **Insured's** capacity as an investment counselor, manager or advisor, investment banker, securities broker or dealer, financial planner or analyst, insurance agent or broker, general partner, limited partner or partnership unit distributor, or any similar capacity;
 - (j) the offering or sale of shares of any unit investment trust or management investment company or of variable annuity plans;
 - (k) any diminution of assets in connection with the activities described in subparagraph (j) above; or

- (1) any error, misstatement, misleading statement, act, omission, neglect, or breach of duty committed, attempted, or allegedly committed or attempted in the performance of, or failure to perform any **Managed Care Activity** by any **Insured** or by any individual or entity for whose acts, errors or omissions an **Insured** is legally responsible.
- (2) For the purposes of this endorsement:
 - (a) The term **Claims Services** means the following services, but only if performed by an **Insured**: the submission, handling, investigation, payment or adjustment of claims for benefits or coverage under health care or workers' compensation plans;
 - (b) The term **Insurance Contract** means any policy or agreement of insurance, reinsurance or indemnity, including, but not limited to, bonds, annuities, endowments, pension contracts and risk management self-insurance programs, pools or similar programs, and shall include any policy or program of stop loss or provider excess insurance, reinsurance or self-insurance.
 - (c) The term **Managed Care Activity** means any of the following services or activities: **Utilization Review**; **Claim Services**; reviewing the quality of **Medical Services** or providing quality assurance; wellness or health promotion education; development or implementation of clinical guidelines, practice parameters or protocols; triage for payment of **Medical Services**; and services or activities performed in the administration or management of health care or workers' compensation plans.
 - (d) The term **Utilization Review** means the process of evaluating the appropriateness, necessity or cost of **Medical Services** for purposes of determining whether payment or coverage for such **Medical Services** will be authorized or paid for under any health care plan, but only if performed by an **Insured**. In clarification and not in limitation of the foregoing, **Utilization Review** shall include prospective review of proposed payment or coverage for **Medical Services**, concurrent review of ongoing **Medical Services**, retrospective review of already rendered **Medical Services** or already incurred costs, disease management, and case management.
 - (e) The term **Medical Services** means health care, medical care, or treatment provided to any individual, including medical, surgical, dental, psychiatric, mental health, chiropractic, osteopathic, nursing or other professional health care; the use, prescription, furnishing or dispensing of medications, drugs, blood, blood products or medical, surgical, dental or psychiatric supplies, equipment or appliances in connection with such care; the furnishing of food or beverages in connection with such care; counseling or other social services in connection with such care; and the handling of, or the performance of post-mortem examinations on, human bodies.

The title and any headings in this endorsement/ rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

ENDORSEMENT/RIDER

Coverage Section: Health Care Portfolio Executive Liability, Entity Liability & Employment Practices Liability Coverage
Section (Federal)

Effective date of
this endorsement/rider: June 30, 2016

Federal Insurance Company

Endorsement/Rider No. 7

To be attached to and
form a part of Policy No. 8171-4963

Issued to: UT PHYSICIANS UNIVERSITY CARE PLUS

SHAREHOLDER CLAIMS EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is agreed that no coverage will be available under this coverage section for **Loss** on account of any **D&O Claim** or **Organization Claim**, including but not limited to any shareholder derivative action or any representative class action, brought or maintained by, at the behest of, on behalf of, or in the name or right of, any past, present or future shareholder of any **Organization** or the estate, beneficiaries, heirs, legal representatives or assigns of such shareholder, who owns as of the date the **D&O Claim** or **Organization Claim** is first made, beneficially or in trust separately or in the aggregate, or did own, a 5% or more equity interest in any **Organization**, whether such equity interest is in the form of common stock, preferred stock or other equity interest. For the purposes of this endorsement, the term "shareholder" shall be deemed to include any member or other equity interest owner of a limited liability company.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

ENDORSEMENT/RIDER

Coverage Section: Health Care Portfolio General Terms and Conditions Section (Federal)

Effective date of
this endorsement/rider: June 30, 2016

Federal Insurance Company

Endorsement/Rider No. 2

To be attached to and
form a part of Policy No. 8171-4963

Issued to: UT PHYSICIANS UNIVERSITY CARE PLUS

AMEND SUBSECTION 11 TERMINATION OF POLICY OR COVERAGE SECTION ENDORSEMENT

In consideration of the premium charged, it is agreed that, notwithstanding any provision to the contrary in this policy or any endorsement thereto, the Company shall only have the right to terminate this policy or any coverage section for non-payment of premium; accordingly, any reference to paragraph (a) of Subsection 11, Termination of Policy or Coverage Section, in this policy or any endorsement thereto, is deleted.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

ENDORSEMENT/RIDER

Coverage Section: Health Care Portfolio General Terms and Conditions Section (Federal)

Effective date of
this endorsement/rider: June 30, 2016

Federal Insurance Company

Endorsement/Rider No. 3

To be attached to and
form a part of Policy No. 8171-4963

Issued to: UT PHYSICIANS UNIVERSITY CARE PLUS

SEPARATE DEFENSE COSTS LIMIT ENDORSEMENT
(One Separate Limit For All Liability Coverage Sections Purchased)

In consideration of the premium charged, it is agreed that:

- (1) Subsection 4, Limits of Liability and Retentions, of these General Terms and Conditions is amended to include the following:

One single additional limit of liability applicable only to **Defense Costs** (a "Separate Defense Costs Limit") shall be provided for all Liability Coverage Sections that have been purchased as indicated in Item 3 of the Declarations of these General Terms and Conditions. The amount of the Separate Defense Costs Limit shall be five hundred thousand dollars (\$500,000), and the Separate Defense Costs Limit applicable to all Liability Coverage Sections shall be in addition to, and not part of, the maximum aggregate Limit of Liability for all **Claims** each **Policy Period** otherwise applicable to the appropriate Liability Coverage Section as shown in Item 2 of the Declarations thereof. The Separate Defense Costs Limit is applicable to all Liability Coverage Sections purchased and payment of the Separate Defense Costs Limit pursuant to one Liability Coverage Section shall reduce the amount of the Separate Defense Costs Limit available to all other Liability Coverage Sections. Payment of **Defense Costs** by the Company under any Liability Coverage Section shall first reduce the Separate Defense Costs Limit, and, if the Separate Defense Costs Limit is exhausted, any further payment of **Defense Costs** by the Company under such Liability Coverage Section shall thereafter reduce, and may exhaust, the Limit of Liability set forth in Item 2 of the Declarations thereof. In no event shall the Company be obligated to pay **Defense Costs** or other **Loss** under any Liability Coverage Section after the Limit of Liability shown in Item 2 of the Declarations of such Liability Coverage Section is exhausted.

- (2) For the purposes of this endorsement, "Liability Coverage Section" means the (i) Executive Liability, Entity Liability and Employment Practices Liability Coverage Section, (ii) Fiduciary Liability Coverage Section, and (iii) Outside Directorship Liability Coverage Section, of this policy.
- (3) Subsection 9(c) and Item 3(D) of the Fiduciary Liability Coverage Section are deleted in their entirety.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

A handwritten signature in black ink, appearing to be "P. H. Q.", written over a horizontal line.

Authorized Representative

ENDORSEMENT

Coverage Section: Health Care Portfolio Executive Liability, Entity Liability & Employment Practices Liability Coverage Section (Federal)

Effective date of this endorsement: June 30, 2016

Company: Federal Insurance Company

Endorsement No. 1

To be attached to and form a part of Policy No. 8171-4963

Issued to: UT PHYSICIANS UNIVERSITY CARE PLUS

**TEXAS AMENDATORY ENDORSEMENT
TO THE EXECUTIVE LIABILITY, ENTITY LIABILITY AND EMPLOYMENT PRACTICES LIABILITY
COVERAGE SECTION**

In consideration of the premium charged, it is agreed that:

1. Subsection 15. Extended Reporting Period of the Executive Liability, Entity Liability and Employment Practices Liability Coverage Section is amended by adding the following at the end of such Subsection:

"The Extended Reporting Period, if purchased, shall be one (1) year in length, or such longer period of time as agreed upon by the Company and the Parent Organization."
2. Subsection 21. Arbitration of the Executive Liability, Entity Liability and Employment Practices Liability Coverage Section is amended further by adding the following at the end of such Subsection:

"Any arbitration pursuant to this Subsection shall be held in the state of Texas unless the Insured and the Company mutually agree on an alternate location."

The policy will be deemed to have been amended to the extent necessary to effect the purposes of this Amendatory Endorsement.

The regulatory requirements set forth in this Amendatory Endorsement shall supersede and take precedence over any provisions of the policy or any endorsement to the policy, whenever added, that are inconsistent with or contrary to the provisions of this Amendatory Endorsement, unless such policy or endorsement provisions comply with the applicable insurance laws of the state of Texas.

ENDORSEMENT

Coverage Section: Health Care Portfolio General Terms and Conditions Section (Federal)

Effective date of
this endorsement: June 30, 2016

Company: Federal Insurance Company

Endorsement No. 1

To be attached to and
form a part of Policy No. 8171-4963

Issued to: UT PHYSICIANS UNIVERSITY CARE PLUS

**TEXAS AMENDATORY ENDORSEMENT
TO THE GENERAL TERMS AND CONDITIONS SECTION**

In consideration of the premium charged, it is agreed that:

1. With respect to each coverage section other than the Crime Coverage Section and the Kidnap/Ransom and Extortion Coverage Section of the policy, Subsection 11. Termination of Policy or Coverage Section (a) of the General Terms and Conditions Section is amended by adding the following at the end of such paragraph (a):

"provided that, after this policy or the applicable coverage section is in effect for more than sixty (60) days, the Company may cancel this policy or such coverage section, other than for non-payment of premium, only for one or more of the following reasons:

- (1) increase in hazard within the control of the Insured which would produce an increase in rate;
- (2) loss of the Company's reinsurance covering all or part of the risk covered by this policy; or
- (3) upon the Company being placed in supervision, conservatorship, or receivership, if approved by the supervisor, conservator, or receiver;"

2. With respect to each coverage section other than the Crime Coverage Section and the Kidnap/Ransom and Extortion Coverage Section, Subsection 11. Termination of Policy or Coverage Section (d) of the General Terms and Conditions Section is amended by deleting the "or" at the end of such paragraph (d) and adding the following:

"provided that non-renewal by the Company is effective only if the Company mails or delivers at least sixty (60) days advance written notice of non-renewal to the Parent Organization, stating the specific reason(s) for non-renewal, and, provided further that if such notice is delivered or mailed later than the 60th day before the date on which this policy expires, then coverage shall remain in effect until the 61st day after the date on which the notice is delivered or mailed, with earned premium for any period of coverage that extends beyond the original expiration date of this policy computed pro rata based on the previous year's rate; or"

3. With respect to each coverage section other than the Crime Coverage Section and the Kidnap/Ransom and Extortion Coverage Section, Subsection 11. Termination of Policy or Coverage

Section of the General Terms and Conditions Section is amended by adding the following at the end of such Subsection:

"Any notice of cancellation by the Company will be mailed or delivered to the Parent Organization."

4. The Company will not cancel or refuse to renew the policy based solely on the fact that an Insured is an elected official.
5. Nothing in the above provisions of this Amendatory Endorsement amends the provisions of Subsection 11. Termination of Policy or Coverage Section as such provisions apply to the Crime Coverage Section or the Kidnap/Ransom and Extortion Coverage Section.
6. References in this Amendatory Endorsement to a particular coverage section are applicable only to the extent that such coverage section has been issued to the Parent Organization. The coverage sections issued to the Parent Organization are those set forth in the applicable Declarations and nothing herein is intended to, nor does it, establish coverage under any coverage section that has not been issued to the Parent Organization as part of the policy.

The policy will be deemed to have been amended to the extent necessary to effect the purposes of this Amendatory Endorsement.

This Amendatory Endorsement shall supersede and take precedence over any provisions of the policy, or any endorsement to the policy, whenever added, that are inconsistent with or contrary to the provisions of this Amendatory Endorsement, unless such policy or endorsement provisions comply with the applicable insurance laws of the state of Texas.

All other terms, conditions and limitations of this policy shall remain unchanged.



Authorized Representative

**POLICYHOLDER
DISCLOSURE NOTICE OF
TERRORISM INSURANCE COVERAGE**
(for policies with no terrorism exclusion or sublimit)
Insuring Company: Federal Insurance Company

You are hereby notified that, under the Terrorism Risk Insurance Act (the "Act"), this policy makes available to you insurance for losses arising out of certain acts of terrorism. Terrorism is defined as any act certified by the Secretary of the Treasury of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States Mission; and to have 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.

You should know that the insurance provided by your policy for losses caused by acts of terrorism is partially reimbursed by the United States under the formula set forth in the Act. Under this formula, the United States pays 85% of covered terrorism losses that exceed the statutorily established deductible to be paid by the insurance company providing the coverage. Beginning in 2016, the Federal share will be reduced by 1% per year until it reaches 80%, where it will remain.

However, if aggregate insured losses attributable to terrorist acts certified under the Act 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.

If aggregate insured losses attributable to terrorist acts certified under the Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

The portion of your policy's annual premium that is attributable to insurance for such acts of terrorism is:

If you have any questions about this notice, please contact your agent or broker.

ENDORSEMENT/RIDER

Coverage Section: Health Care Portfolio Executive Liability, Entity Liability & Employment Practices Liability
Coverage Section (Federal)

Effective date of
this endorsement/rider: June 30, 2016

Federal Insurance Company

Endorsement/Rider No. 9

To be attached to and
form a part of Policy No. 8171-4963

Issued to: UT PHYSICIANS UNIVERSITY CARE PLUS

AMEND REPORTING AND NOTICE ENDORSEMENT

In consideration of the premium charged, it is agreed that section 18 of this policy is amended in its entirety to read as follows:

18 (a) The Insureds shall, as a condition precedent to exercising any right to coverage under this policy, give to the "Company" written notice of any Claim as soon as practicable after the date on which the Parent Organization's chief executive officer, chief financial officer, risk management department or human resources management department first becomes aware that the Claim has been made, but in no event later than the earliest of the following dates:

- (i) if this policy expires (or is otherwise terminated) without being renewed and if no Extended Reporting Period is purchased, sixty (60) days after the effective date of such expiration or termination; or
- (ii) the expiration date of the Extended Reporting Period, if purchased;

provided that if the "Company" sends written notice to the Parent Organization, at any time before the date set forth in (i) above with respect to any Claim, stating that this policy is being terminated for nonpayment of premium, the Insureds shall give to the "Company" written notice of such Claim prior to the effective date of such termination.

(b) If during the Policy Period an Insured becomes aware of circumstances which could give rise to a Claim and gives written notice of such circumstances to the "Company" as soon as practicable thereafter but before the expiration or termination of this policy, then any Claim subsequently arising from such circumstances shall be deemed to have been first made during the Policy Period in which such written notice was first given by an Insured to the "Company", provided any such subsequent Claim is reported to the "Company" as soon as practicable. With respect to any such subsequent Claim, no coverage under this policy shall apply for loss incurred prior to the date such subsequent Claim is actually made.

(c) The Insureds shall, as a condition precedent to exercising any right to coverage under this policy, give to the "Company" every demand, notice, summons, complaint, or other process received by any Insured or Insured representative and shall give to the "Company" such information, assistance, and cooperation as the "Company" may reasonably require, and shall include in any notice under (a) or (b) above a description of the Claim, circumstances, the nature of any alleged Wrongful Acts, the nature of the alleged or potential damage, the names of all actual or potential claimants, the names of all actual or potential defendants, and the manner in which such Insured first became aware of the Claim or circumstances.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

A handwritten signature in black ink, appearing to be "P. M. Q.", written over a horizontal line.

Authorized Representative

ENDORSEMENT/RIDER

Coverage Section: Health Care Portfolio Executive Liability, Entity Liability & Employment Practices Liability Coverage Section (Federal)

Effective date of this endorsement/rider: June 30, 2016

Federal Insurance Company

Endorsement/Rider No. 10

To be attached to and form a part of Policy No. 8171-4963

Issued to: UT PHYSICIANS UNIVERSITY CARE PLUS

CONVERT TO DUTY TO DEFEND ENDORSEMENT

In consideration of the premium charged, it is agreed that:

(1) Section 19. Defense and Settlement of this coverage section is amended to read in its entirety as follows:

19. (a) Except as provided in this Section 19, the Company shall have the right and duty to defend any **Claim** covered by this coverage section. Defense counsel shall be selected by the Company from the Company's list of approved defense firms. Coverage shall apply even if any of the allegations are groundless, false or fraudulent. The Company's duty to defend any **Claim** shall cease upon exhaustion of the applicable Limit of Liability.
- (b) Notwithstanding the foregoing, it shall be the duty of the **Insureds** and not the duty of the Company to defend any **Claim**: (i) covered in whole or in part under Insuring Clause 6 of this coverage section; or (ii) which is in part excluded from coverage pursuant to Exclusion 7(f) or Exclusion 7(l) of this coverage section; provided that, for (aa) any **Claim** covered in whole or in part under Insuring Clause 6 of this coverage section or (bb) such portion of any such **Claim** that is not excluded from coverage pursuant to Exclusion 7(f) or Exclusion 7(l) of this coverage section, the **Insureds** shall select defense counsel from the Company's then current list of approved defense firms for the jurisdiction in which such **Claim** is pending.
- (c) The Company may make any investigation it deems necessary and may, with the consent of the **Insured**, make any settlement of any **Claim** it deems expedient. If any **Insured** withholds consent to any settlement acceptable to the claimant and the Company (a "Proposed Settlement"), the Company's liability for all **Loss**, including **Defense Costs**, on account of such **Claim** shall not exceed:
 - (i) the amount of the Proposed Settlement plus **Defense Costs** incurred up to the date of the **Insured's** refusal to consent to the Proposed Settlement of such **Claim**; plus
 - (ii) eighty percent (80%) of any **Loss**, including **Defense Costs**, in excess of the amount referenced in paragraph (i) above, incurred in connection with such **Claim**; subject in all events to the applicable Retention and the available Limit of Liability for such **Claim**. The remaining twenty percent (20%) of any **Loss**, including **Defense Costs**, in excess of the amount referenced in

paragraph (j) above shall be borne by the **Insured** uninsured and at its own risk, notwithstanding anything to the contrary contained in Subsection 20.

- (d) The **Insureds** agree not to settle or offer to settle any **Claim**, incur any **Defense Costs** or otherwise assume any contractual obligation or admit any liability with respect to any **Claim** without the Company's prior written consent, which consent shall not be unreasonably withheld. The Company shall not be liable for any settlement made, for any element of **Loss** incurred, for any obligation assumed, or for any admission made by any **Insured** without the Company's prior written consent.
- (e) The **Insureds** agree to provide the Company with all information, assistance and cooperation which the Company may reasonably require and agree that in the event of a **Claim** the **Insureds** will do nothing that could prejudice the Company's position or its potential or actual rights of recovery.

(2) Section 20. Allocation of this coverage section is amended to read in its entirety as follows:

20. If in any **Claim** the **Insureds** incur both **Loss** that is covered under this coverage section and loss that is not covered under this coverage section, either because such **Claim** includes both covered and non-covered matters or because such **Claim** is made against both **Insureds** and others (including the **Organization**), then coverage under this coverage section with respect to such **Claim** shall apply as follows:
- (a) **Defense Costs:** Except as provided in (c) below, one hundred percent (100%) of reasonable and necessary **Defense Costs** incurred by the **Insured** on account of such **Claim** will be considered covered **Loss**; and
 - (b) **Loss other than Defense Costs:** All remaining loss incurred by the **Insured** on account of such **Claim** shall be allocated by the Company between covered **Loss** and non-covered loss based on the relative legal and financial exposures of the parties to covered and non-covered matters and, in the event of a settlement in such **Claim**, also based on the relative benefits to the **Insureds** from such settlement.
 - (c) **Defense costs incurred by the Insured on account of a Claim:** (i) covered in whole or in part under Insuring Clause 6 of this coverage section; or (ii) which is in part excluded from coverage pursuant to Exclusion 7(f) or Exclusion 7(l) of this coverage section, shall be allocated between covered **Defense Costs** and non-covered defense costs based on the relative legal and financial exposures of the parties to covered and non-covered matters.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

ENDORSEMENT/RIDER

Coverage Section: Health Care Portfolio Executive Liability, Entity Liability & Employment Practices Liability Coverage Section (Federal)

Effective date of
this endorsement/rider: June 30, 2016

Federal Insurance Company

Endorsement/Rider No. 11

To be attached to and
form a part of Policy No. 8171-4963

Issued to: UT PHYSICIANS UNIVERSITY CARE PLUS

AMEND EXCLUSION 8(a) ENDORSEMENT

In consideration of the premium charged, it is agreed that subparagraph (a) of Section 8. Exclusions Applicable to Insuring Clauses 1, 2 and 3 Only of this coverage section shall not apply to a Claim brought against Insured Persons of any Organization by a bankruptcy trustee, receiver, liquidator, conservator, rehabilitator or similar official who has been appointed to take control of, supervise, manage or liquidate the Parent Organization.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

ENDORSEMENT/RIDER

Coverage Section: Health Care Portfolio Executive Liability, Entity Liability & Employment Practices Liability Coverage Section (Federal)

Effective date of this endorsement/rider: June 30, 2016

Federal Insurance Company

Endorsement/Rider No. 12

To be attached to and form a part of Policy No. 8171-4963

Issued to: UT PHYSICIANS UNIVERSITY CARE PLUS

AMEND SECTION 24 CHANGES IN EXPOSURE ENDORSEMENT

In consideration of the premium charged, it is agreed that Section 24, Changes in Exposure: Acquisition or Creation of Another Organization, of this coverage section and any reference to Section 24, Changes in Exposure: Acquisition or Creation of Another Organization in Endorsement No. 14-02-11389 is deleted and replaced with the following:

24. If before or during the **Policy Period** any **Organization**:

- (a) acquires securities or rights in another organization or creates another organization, which as a result of such acquisition or creation becomes a **Subsidiary**; or
- (b) acquires another organization by merger into or consolidation with an **Organization** such that the **Organization** is the surviving entity,

such other organization and its **Insured Persons** shall be **Insureds** under this coverage section, but only with respect to **Wrongful Acts** committed, attempted, or allegedly committed or attempted after such acquisition or creation unless the Company agrees, after presentation of a complete application and all other appropriate information, to provide coverage by endorsement for **Wrongful Acts** committed, attempted, or allegedly committed or attempted by such **Insureds** before such acquisition or creation.

If any such acquired or created **Subsidiary** described in (a) above or acquired organization described above in (b) above is a for-profit **Subsidiary** or for-profit organization, and at the time of the acquisition or creation of such for-profit **Subsidiary** or for-profit organization:

- (i) with respect to Insuring Clauses 1, 2 and 3, the total assets of any such acquired or created for-profit **Subsidiary** or acquired for-profit organization exceed Twenty percent (20%) of the total assets of the **Parent Organization** (as reflected in the most recent audited consolidated financial statements of such organization and the **Parent Organization**, respectively, as of the date of such acquisition or creation); or
- (ii) with respect to Insuring Clauses 4 and 5, the total number of employees of any such acquired or created for-profit **Subsidiary** or acquired for-profit organization exceed

Twenty-Five percent (25%) of the total number of employees of the **Organization** as of the date of such acquisition or creation;

then the **Parent Organization** shall give written notice of such acquisition or creation to the Company as soon as practicable, but in no event later than sixty (60) days after the date of such acquisition or creation, together with such other information as the Company may require and shall pay any reasonable additional premium required by the Company. If the **Parent Organization** fails to give such notice within the time specified in the preceding sentence, or fails to pay the additional premium required by the Company, coverage for such acquired or created for-profit **Subsidiary** or acquired for-profit organization and the **Insured Persons** thereof shall terminate with respect to **Claims** first made more than sixty (60) days after such acquisition or creation. Coverage for any acquired or created for-profit **Subsidiary** or acquired for-profit organization described in this paragraph, and for the **Insured Persons** of such **Subsidiary** or organization, shall be subject to such additional or different terms, conditions and limitations of coverage as the Company in its sole discretion may require.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

ENDORSEMENT/RIDER

Coverage Section: Health Care Portfolio Executive Liability, Entity Liability & Employment Practices Liability Coverage
Section (Federal)

Effective date of
this endorsement/rider: June 30, 2016

Federal Insurance Company

Endorsement/Rider No. 13

To be attached to and
form a part of Policy No. 8171-4963

Issued to: UT PHYSICIANS UNIVERSITY CARE PLUS

AMEND OUTSIDE DIRECTORSHIP ENDORSEMENT

In consideration of the premium charged, the following terms are amended as follows:

- (1) **Outside Directorship** as defined in Section 6, Definitions, of this coverage section, and as amended in Endorsement No. 14-02-11389 of this coverage section is deleted and replaced by the following:

Outside Directorship means the position of director, officer, trustee, governor or equivalent position held by any **Insured Person** in a **Non-Profit Outside Entity**, if service in such position is at the knowledge and consent of the **Organization**.

- (2) **Non-Profit Outside Entity** as defined in Section 6, Definitions, of this coverage section is deleted and replaced by the following:

Non-Profit Outside Entity means:

- (1) any non-profit corporation, community chest, fund or foundation that is not included in the definition of **Organization** and that is exempt from federal income tax as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended;
- (2) any other entity organized for a religious or charitable purpose under any non-profit organization act or statute; or
- (3) if specifically added as an **Outside Entity** by written endorsement attached to this Policy, any other non-profit or any for-profit entity.

Non-Profit Outside Entity does not include any **Subsidiary** or **Affiliate**, or any other organization over which the **Parent Organization** has management control.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

ENDORSEMENT/RIDER

Coverage Section: Health Care Portfolio Executive Liability, Entity Liability & Employment Practices Liability Coverage Section (Federal)

Effective date of
this endorsement/rider: June 30, 2016

Federal Insurance Company

Endorsement/Rider No. 14

To be attached to and
form a part of Policy No. 8171-4963

Issued to: UT PHYSICIANS UNIVERSITY CARE PLUS

AMEND SUBSECTIONS 15 AND 25 ENDORSEMENT

In consideration of the premium charged, it is agreed that:

1. Subsection 15 Extended Reporting Period of this coverage section is amended to delete the reference to the term **Financial Impairment** in such subsection.
2. Subparagraph (c) of Subsection 25 of this coverage section is deleted in its entirety. All other references to the term **Financial Impairment** in Subsection 25 are deleted in their entirety.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

ENDORSEMENT/RIDER

Coverage Section: Health Care Portfolio Executive Liability, Entity Liability & Employment Practices Liability Coverage Section (Federal)

Effective date of this endorsement/rider: June 30, 2016

Federal Insurance Company

Endorsement/Rider No. 15

To be attached to and form a part of Policy No. 8171-4963

Issued to: UT PHYSICIANS UNIVERSITY CARE PLUS

AMEND SUBSECTION 27 ENDORSEMENT

In consideration of the premium charged, it is agreed that the first paragraph of Subsection 27, Representations and Severability, of this coverage section is deleted and replaced by the following:

In issuing this coverage section, the Company has relied upon the statements, representations and information in the **Application**. All of the **Insureds** acknowledge and agree that all such statements, representations and information (a) are true and accurate, and (b) were made or provided in order to induce the Company to issue this coverage section.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

ENDORSEMENT/RIDER

Coverage Section: Health Care Portfolio Executive Liability, Entity Liability & Employment Practices Liability Coverage Section (Federal)

Effective date of this endorsement/rider: June 30, 2016

Federal Insurance Company

Endorsement/Rider No. 16

To be attached to and form a part of Policy No. 8171-4963

Issued to: **UT PHYSICIANS UNIVERSITY CARE PLUS**

AMEND SUBSECTION 19(b) ENDORSEMENT

In consideration of the premium charged, it is agreed that paragraph (b) of Subsection 19, Defense and Settlement, of this coverage section, is amended to include the following:

Paragraphs (i) and (ii) of this Subsection 19(b) shall not apply to any **Employment Claim** or **Third Party Claim** until such time as the applicable retention, as set forth in Item 5 of the Declarations of this coverage section, for such **Employment Claim** or **Third Party Claim** has been met.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

ENDORSEMENT/RIDER

Coverage Section: Health Care Portfolio Executive Liability, Entity Liability & Employment Practices Liability Coverage Section (Federal)

Effective date of this endorsement/rider: June 30, 2016

Federal Insurance Company

Endorsement/Rider No. 17

To be attached to and form a part of Policy No. 8171-4963

Issued to: UT PHYSICIANS UNIVERSITY CARE PLUS

AMEND LOSS AND SUBSECTION 8(c)(ii) ENDORSEMENT

In consideration of the premium charged, it is agreed that:

- (1) Solely with respect to any **Claim** based upon, arising from or in consequence of profit, remuneration or advantage to which an **Insured** was not legally entitled, the term **Loss**, as defined in Subsection 6, Definitions, of this coverage section, shall not include disbursement by any **Insured** or any amount reimbursed by any **Insured Person**.
- (2) Subsection 8(c)(ii) of this coverage section is deleted and replaced by the following:
 - (ii) any **Insured** having gained any profit, remuneration or advantage to which such **Insured** was not legally entitled, if a judgment or other final adjudication establishes such illegal profit, remuneration or advantage.

For the purposes of subparagraph (c)(ii) above, if an **Insured Person** pleads guilty or no contest or nolo contendere or enters any similar plea in a criminal proceeding, the elements of each of the offenses to which such plea relates shall, as of the date of such plea, be deemed to have been established by a final adjudication.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

ENDORSEMENT/RIDER

Coverage Section: Health Care Portfolio Executive Liability, Entity Liability & Employment Practices Liability Coverage Section (Federal)

Effective date of this endorsement/rider: June 30, 2016

Federal Insurance Company

Endorsement/Rider No. 18

To be attached to and form a part of Policy No. 8171-4963

Issued to: UT PHYSICIANS UNIVERSITY CARE PLUS

AMEND SUBSECTION 21 ENDORSEMENT

In consideration of the premium charged, it is agreed that Subsection 21, Arbitration, of this coverage section is deleted and replaced by the following:

- 21. Any dispute between any **Insured** and the Company based upon, arising from, or in consequence of any actual or alleged coverage under this coverage section, or the validity, termination or breach of this coverage section, including but not limited to any dispute sounding in contract or tort, shall be submitted to binding arbitration.

The **Organization**, however, shall first have the option to resolve the dispute by non-binding mediation pursuant to such rules and procedures, and using such mediator, as the parties may agree. If the parties cannot so agree, the mediation shall be administered by the American Arbitration Association pursuant to its then prevailing commercial mediation rules.

If the parties cannot resolve the dispute by non-binding mediation, the parties shall submit the dispute to binding arbitration pursuant to the then-prevailing commercial arbitration rules of the American Arbitration Association, except that the arbitration panel shall consist of one arbitrator selected by the **Insureds**, one arbitrator selected by the Company, and a third arbitrator selected by the first two arbitrators

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

ENDORSEMENT/RIDER

Coverage Section: Health Care Portfolio Executive Liability, Entity Liability & Employment Practices Liability Coverage Section (Federal)

Effective date of this endorsement/rider: June 30, 2016

Federal Insurance Company

Endorsement/Rider No. 19

To be attached to and form a part of Policy No. 8171-4963

Issued to: UT PHYSICIANS UNIVERSITY CARE PLUS

AMEND EXTENDED REPORTING PERIOD ENDORSEMENT

In consideration of the premium charged, it is agreed that Item 6. Extended Reporting Period of the Declarations to the Executive Liability, Entity Liability and Employment Practices Liability Coverage Section is amended to read as follows:

Item 6. Extended Reporting Period:

(A) Additional Period:	(B) Additional Premium
One (1) year	. of Annualized Premium for the Expiring Policy Period
Two (2) years	. of Annualized Premium for the Expiring Policy Period
Three (3) years	. of Annualized Premium for the Expiring Policy Period

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

ENDORSEMENT/RIDER

Coverage Section: Health Care Portfolio Executive Liability, Entity Liability & Employment Practices Liability Coverage Section (Federal)

Effective date of this endorsement/rider: June 30, 2016

Federal Insurance Company

Endorsement/Rider No. 22

To be attached to and form a part of Policy No. 8171-4963

Issued to: UT PHYSICIANS UNIVERSITY CARE PLUS

AMEND EXCLUSION 8(C) ENDORSEMENT

In consideration of the premium charged, it is agreed that:

Subparagraph (i) of Exclusion 8(c) of this coverage section is amended to read in its entirety as follows:

- (i) the committing in fact of any deliberately fraudulent act or omission or any willful violation of any statute or regulation by such Insured, if a judgment or other final adjudication establishes such deliberately fraudulent act or omission or willful violation of any statute or regulation; or

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

ENDORSEMENT/RIDER

Coverage Section: Health Care Portfolio Executive Liability, Entity Liability & Employment Practices Liability Coverage Section (Federal)

Effective date of this endorsement/rider: June 30, 2016

Federal Insurance Company

Endorsement/Rider No. 23

To be attached to and form a part of Policy No. 8171-4963

Issued to: UT PHYSICIANS UNIVERSITY CARE PLUS

AMEND SECTION 12 SEVERABILITY OF EXCLUSIONS ENDORSEMENT

In consideration of the premium charged, it is agreed that:

Subparagraph (b) of Subection 12. Severability of Exclusions of this coverage section is deleted and replaced with the following:

- (b) Only facts pertaining to and knowledge possessed by any past, present, or future chief financial officer, in-house general counsel, chief executive officer, president or chief compliance officer of an **Organization** shall be imputed to such **Organization** for the purpose of applying the exclusion set forth in Subsection 8(c) of this coverage section.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

ENDORSEMENT/RIDER

Coverage Section: Health Care Portfolio Executive Liability, Entity Liability & Employment Practices Liability Coverage Section (Federal)

Effective date of
this endorsement/rider: June 30, 2016

Federal Insurance Company

Endorsement/Rider No. 24

To be attached to and
form a part of Policy No. 8171-4963

Issued to: UT PHYSICIANS UNIVERSITY CARE PLUS

AMEND SUBSECTION 27 REPRESENTATIONS AND SEVERABILITY ENDORSEMENT

In consideration of the premium charged, it is agreed that:

The second full paragraph of Section 27. Representations and Severability of this coverage section is deleted and replaced with the following:

In the event that any of the statements, representations or information in the **Application** are not true and accurate, this coverage section shall be void with respect to (i) any **Insured** who knew the facts in the **Application** that were not truthfully and accurately disclosed (whether or not the **Insured** knew of such untruthful disclosure in the **Application**) or to whom knowledge of such facts is imputed, and (ii) any **Organization** to the extent it indemnifies an **Insured Person** who had knowledge of such facts or to whom knowledge of such facts is imputed, whether or not knowledge of such facts is also imputed to that **Organization**. For purposes of the preceding sentence, knowledge shall be imputed as follows:

- (A) the knowledge of any **Insured Person** who is a past, present or future chief financial officer, in-house general counsel, chief executive officer, president or chief compliance officer of an **Organization** shall be imputed to such **Organization** and its **Subsidiaries**;
- (B) the knowledge of the person(s) who signed the **Application** for this coverage section shall be imputed to all **Organizations**; and
- (C) no knowledge of any **Insured Person** shall be imputed to any other **Insured Person**.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

A handwritten signature in black ink, appearing to be "P. H. Q.", written over a horizontal line.

Authorized Representative

ENDORSEMENT/RIDER

Coverage Section: Health Care Portfolio Executive Liability, Entity Liability & Employment Practices Liability Coverage Section (Federal)

Effective date of this endorsement/rider: June 30, 2016

Federal Insurance Company

Endorsement/Rider No. 25

To be attached to and form a part of Policy No. 8171-4963

Issued to: UT PHYSICIANS UNIVERSITY CARE PLUS

**VIOLATION OF EMPLOYEE PRIVACY ENDORSEMENT
(DEFENSE COSTS ONLY WITH SUBLIMIT)**

In consideration of the premium charged, it is agreed that solely with respect to the Employment Practices Liability Coverage Insuring Clause 4, the following shall apply:

- (1) The Company's maximum aggregate liability for all **Defense Costs** on account of all **Employment Claims** for a "Violation of Employee Privacy" (as defined below) shall be \$250,000.00, which amount is part of, and not in addition to, the Company's maximum aggregate Limit of Liability as set forth in Item 2 of the Declarations for this coverage section.
- (2) No coverage will be available under this coverage section for **Loss**, other than **Defense Costs**, on account of any **Employment Claim** for a Violation of Employee Privacy.
- (3) The definition of **Employment Practices Wrongful Act**, as set forth in Subsection 6, Definitions, is amended to include the following:

Employment Practices Wrongful Act shall also mean any actual or alleged Violation of Employee Privacy committed, attempted, or allegedly committed or attempted by any **Organization** or by any **Insured Person** in his or her capacity as such; provided that **Employment Practices Wrongful Act** shall not include any **Provider Selection Practice**.

- (4) For the purposes of this endorsement, the following terms shall have the meanings set forth below:

"Violation of Employee Privacy" means an **Organization's** failure to:

- (i) secure an employee's "Record" (as defined below) from actual or potential unauthorized access by another person or by an organization which results in injury to such employee; or
- (ii) provide notice as required by any state, federal or local statutory law or common law anywhere in the world to an employee whose Record was accessed or may have been accessed by an unauthorized person.

"Record" means an employee's first name or first initial, and last name, in combination with:

- (i) their social security number, driver's license number or other personal identification number (including an employee identification number or student identification number);
- (ii) their financial account number (including a bank account number, retirement account number, or healthcare spending account number);
- (iii) their credit, debit or other payment card number; or
- (iv) any individually identifiable health information, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), held by the **Organization**,

when any such information in (i) through (iv) above is intended by the **Organization** to be accessible only by persons or organizations specifically authorized by the **Organization** to have access to such information.

- (5) For the purposes of this endorsement, the following provision is added to this coverage section:

Coordination of Coverage

Any **Loss** otherwise covered both pursuant to the terms of this endorsement and the *CyberSecurity by ChubbSM* policy, if purchased, shall be first covered under this coverage section, subject to its terms, conditions, and limitations.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

ENDORSEMENT/RIDER

Coverage Section: Health Care Portfolio Executive Liability, Entity Liability & Employment Practices
Liability Coverage Section (Federal)

Effective date of
this endorsement/rider: June 30, 2016

Federal Insurance Company

Endorsement/Rider No. 26

To be attached to and
form a part of Policy No. 8171-4963

Issued to: UT PHYSICIANS UNIVERSITY CARE PLUS

**WORKPLACE VIOLENCE EXPENSES ENDORSEMENT
(WITH SUBLIMIT)**

In consideration of the premium charged, it is agreed that solely with respect to the Employment Practices Liability Coverage Insuring Clause 4, the following shall apply:

- (1) Subsection 4, Employment Practices Liability Coverage Insuring Clause, of this coverage section, shall be amended to add the following Insuring Clause:

Workplace Violence Expense Coverage

The Company shall reimburse the **Parent Organization** for "Workplace Violence Expenses" (as defined below) incurred by an **Organization** resulting from any "Workplace Violence" (as defined below); provided that the Company's maximum aggregate liability for all Workplace Violence Expenses shall not exceed \$250,000.00, which amount is part of, and not in addition to, the Company's maximum aggregate Limit of Liability as set forth in Item 2 of the Declarations for this coverage section.

- (2) No Retention shall apply to the Workplace Violence Expense Coverage.

- (3) For the purposes of this endorsement, the following terms shall apply:

"Workplace Violence" means any intentional and unlawful act:

- (i) of deadly force involving the use of lethal weapon; or
- (ii) the threat of deadly force involving the display of a lethal weapon,

which occurs on or in the "Premises" (as defined below) and which did or could result in bodily injury or death to an **Insured Person**.

"Workplace Violence Expenses" means the reasonable fees and expenses, or cost of:

- (i) an independent security consultant for ninety (90) days following the date Workplace Violence occurs;
- (ii) an independent public relations consultant for ninety (90) days following the date Workplace Violence occurs;

- (iii) a counseling seminar for all employees conducted by an independent consultant following a Workplace Violence;
- (iv) independent security guard services for up to fifteen (15) days; and
- (v) an independent forensic analyst.

"Premises" means the buildings, facilities or properties occupied by an **Organization** in conducting its business.

- (4) For the purposes of this endorsement, no coverage will be available under this coverage section for:
- (a) any Workplace Violence which occurs at any location other than the Premises;
 - (b) Loss arising from declared or undeclared war, civil war, insurrection, riot, civil commotion, rebellion or revolution, military, naval or usurped power, governmental intervention, expropriation or nationalization;
 - (c) legal costs, judgments and settlements incurred as the result of any claim, suit or judicial action brought against an **Organization** in connection with Workplace Violence; or
 - (d) Loss resulting from the use or threat of force or violence occurring on the Premises for the purpose of demanding money, securities or property.

- (5) For the purposes of this endorsement, the following provision is added to this coverage section:

Coordination of Coverage

Additionally, any Workplace Violence Expenses covered pursuant to the terms of this endorsement and the **Workplace Violence Coverage Section**, if purchased, shall be first covered under this coverage section, subject to its terms, conditions, and limitations.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

ENDORSEMENT/RIDER

**Coverage Section: Health Care Portfolio Executive Liability, Entity Liability & Employment Practices
Liability Coverage Section (Federal)**

Effective date of
this endorsement/rider: June 30, 2016

Federal Insurance Company

Endorsement/Rider No. 27

To be attached to and
form a part of Policy No. 8171-4963

Issued to: UT PHYSICIANS UNIVERSITY CARE PLUS

AMEND INSURED VERSUS INSURED EXCLUSION (WHISTLEBLOWER) ENDORSEMENT

In consideration of the premium charged, it is agreed that Subsection 8(a), Exclusions, of this coverage section shall not apply to any assistance, participation or solicitation protected under 18 U.S.C. 1514A ("whistleblower" protection provided under the Sarbanes-Oxley Act of 2002) or any similar "whistleblower" protection provision of an applicable federal, state, local or foreign law that affords protection to such **Insured Person**.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

ENDORSEMENT/RIDER

Coverage Section: Health Care Portfolio Executive Liability, Entity Liability & Employment Practices Liability Coverage Section (Federal)

Effective date of this endorsement/rider: June 30, 2016

Federal Insurance Company

Endorsement/Rider No. 28

To be attached to and form a part of Policy No. 8171-4963

Issued to: UT PHYSICIANS UNIVERSITY CARE PLUS

**AMEND WAGE AND HOUR EXCLUSION ENDORSEMENT
(WITH SUBLIMIT FOR DEFENSE COSTS)**

In consideration of the premium charged, it is agreed that solely with respect to Insuring Clause 4, Employment Practices Liability Coverage of this coverage section, the following shall apply:

- (1) Insuring Clauses subsection, is amended to add the following Insuring Clause:

Wage and Hour Violation Defense Costs Coverage

Subject to the below "Conditions", the Company shall pay **Defense Costs** on behalf of the **Insureds** resulting from any "Wage and Hour Claim" (as defined below) first made against such **Insureds** during the **Policy Period**, or any applicable Extended Reporting Period, for "Wage and Hour Violation" (as defined below) committed or allegedly committed prior to the end of the **Policy Period**; provided, that the Company's maximum aggregate limit of liability for any such **Defense Costs** shall be \$100,000.00, which amount shall be part of and not in addition to the Company's maximum aggregate Limit of Liability set forth in Item 2(C) of the Declarations for this coverage section (hereinafter "Wage and Hour Defense Costs Sublimit").

Conditions Applicable to the foregoing Wage and Hour Violation Defense Costs Coverage Insuring Clause:

Conditions:

- (a) (i) In the event a matter contains both a Wage and Hour Claim and a covered **Employment Claim**, then the foregoing Wage and Hour Defense Costs Sublimit shall not apply and the maximum aggregate Limit of Liability stated in Item 2(C) of the Declarations for this coverage section shall apply to such matter so long as such **Employment Claim** is maintained in and remains part of such matter.
- (ii) In the event such **Employment Claim** is no longer maintained in such matter, then the foregoing Wage and Hour Defense Costs Sublimit shall apply to the Wage and Hour Claim; provided that in the event the amount of **Defense Costs** incurred as of the time such **Employment Claim** is no longer maintained in such matter exceeds the applicable Wage and Hour Defense Costs Sublimit amount, then the Company will have no obligation to pay any further **Defense Costs** applicable to such Wage and Hour Claim.
- (b) No coverage will be available under this coverage section for **Defense Costs** resulting from any Wage and Hour Claim for a Wage and Hour Violation of which

any HR Director, Chief Financial Officer, Chief Executive Officer or Chief Compliance Officer of the **Organization** had knowledge prior to June 30, 2011.

- (2) Exclusion (f) of Subsection 7, Exclusions, of this coverage section is deleted and replaced with the following:
- (f) for any actual or alleged violation of the responsibilities, obligations or duties imposed by any federal, state, or local statutory law or common law anywhere in the world (including but not limited to the Fair Labor Standards Act) or amendments to or regulations promulgated under any such law that governs wage, hour and payroll policies and practices, except the Equal Pay Act ("Wage and Hour Laws"), including but not limited to:
 - (i) the calculation, timing or manner of payment of minimum wages, prevailing wage rates, overtime pay or other compensation alleged to be due and owing;
 - (ii) the classification of any organization or person for wage and hour purposes;
 - (iii) garnishments, withholdings or other deductions from wages;
 - (iv) child labor;
 - (v) pay equity or comparable worth; or
 - (vi) any similar policies or practices;
- provided, however, this Exclusion 7(f) shall not apply to:
- (a) **Defense Costs**, afforded pursuant to the Wage and Hour Violation Defense Costs Coverage Insuring Clause as set forth in paragraph (1) of this endorsement; or
 - (b) any **Employment Claim for Retaliation**.

- (3) Subsection 15, Extended Reporting Period, of this coverage section, is amended to add the following paragraph:
- If the Extended Reporting Period is purchased, then coverage otherwise afforded by the Wage and Hour Violation Defense Costs Coverage Insuring Clause as set forth in paragraph (1) of this endorsement will be extended to apply to **Defense Costs** resulting from any "Wage and Hour Claim" (as defined below) first made during such Extended Reporting Period but only for Wage and Hour Violations committed or allegedly committed prior to the end of the **Policy Period** or the date of any conversion of coverage as described in Subsections 24 and 25, Changes in Exposure, of this coverage section, whichever is earlier. The limit of liability for any such **Defense Costs** for the Extended Reporting Period shall be part of and not in addition to the applicable Wage and Hour Defense Costs Sublimit.

- (4) The Retention amounts set forth in Item 5, Retention, of the Declarations for this coverage section applicable to Insuring Clause 4, shall also be the Retention amount applicable to the Wage and Hour Violation Defense Costs Coverage.
- (5) For purposes of this endorsement, the following terms shall apply:
- "Wage and Hour Claim" means:
- (1) any of the following:
 - (a) a written demand for monetary damages or non-monetary relief;
 - (b) a civil proceeding commenced by the service of a complaint or similar pleading;
 - (c) an arbitration proceeding; or

- (d) a formal administrative or regulatory proceeding or tribunal proceeding, commenced by the filing of a notice of charges, formal investigative order or similar document;

which is brought and maintained by or on behalf of any past, present or prospective **Employee** of the **Organization** against any **Insured** for a **Wage and Hour Violation**, including any appeal therefrom; or

- (2) a written request received by an **Insured** to toll or waive a statute of limitations, relating to a potential **Wage and Hour Claim** as described in paragraph (1) above.

Wage and Hour Claim shall not include any labor or grievance arbitration or other proceeding pursuant to a collective bargaining agreement.

"**Wage and Hour Violation**" means an actual or alleged violation of the responsibilities, obligations or duties imposed by any **Wage and Hour Laws**.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

ENDORSEMENT/RIDER

Coverage Section: Health Care Portfolio Executive Liability, Entity Liability & Employment Practices Liability Coverage Section (Federal)

Effective date of this endorsement/rider: June 30, 2016

Federal Insurance Company

Endorsement/Rider No. 29

To be attached to and form a part of Policy No. 8171-4963

Issued to: UT PHYSICIANS UNIVERSITY CARE PLUS

PRIVACY AND DATA BREACH EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is agreed that the Company shall not be liable for Loss on account of any Claim based upon, arising from or in consequence of any actual or alleged:

- (i) unauthorized access to, alteration of, or damage to any computer, computer program, computer network or computer database, including the infection of any of the foregoing with a virus that is designed to modify, alter, damage, destroy, delete, record or transmit information, or designed to contaminate other computer programs or computer data, or designed to consume computer resources or in some fashion usurp the normal operation of a computer system;
- (ii) delay, disruption or failure of any communication network, service, hardware or software including but not limited to any Claim for lost profits or opportunities as a result of such delay, disruption or failure; or
- (iii) unauthorized access to, alteration of, collection, storage, use or dissemination of any personally identifiable information as defined by applicable federal, state, local (or foreign equivalent) law, including any individually identifiable health information protected by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including amendments thereto pursuant to the Health Information Technology for Economic and Clinical Health Act (HITECH).

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

ENDORSEMENT/RIDER

Coverage Section: Health Care Portfolio Executive Liability, Entity Liability & Employment Practices Liability Coverage Section (Federal)

Effective date of
this endorsement/rider: June 30, 2016

Federal Insurance Company

Endorsement/Rider No. 30

To be attached to and
form a part of Policy No. 8171-4963

Issued to: UT PHYSICIANS UNIVERSITY CARE PLUS

AMEND DEFINITION OF EMPLOYMENT HARASSMENT ENDORSEMENT

In consideration of the premium charged, it is agreed that subparagraph (b) of the definition of **Employment Harassment** in Subsection 6, Definitions, of this coverage section is deleted and replaced with the following:

- (b) workplace harassment, including work related harassment or bullying of a non-sexual nature that interferes with performance or creates an intimidating, hostile or offensive working environment within the **Organization**.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

ENDORSEMENT

Coverage Section: Health Care Portfolio Executive Liability, Entity Liability & Employment Practices Liability Coverage Section (Federal)

Effective date of
this endorsement: June 30, 2016

Company: Federal Insurance Company

Endorsement No. 31

To be attached to and
form a part of Policy No. 8171-4963

Issued to: UT PHYSICIANS UNIVERSITY CARE PLUS

LOSS PREVENTION CONSULTANT SERVICES ENDORSEMENT

In order to assist the **Insured** in reducing its exposure to covered **Loss** under this coverage section, the Company has agreed to contribute to the cost of the qualified employment practices loss prevention consultant services reviewed and approved by the Company, including but not limited to the following:

- (a) Legal compliance audits of human resources/employment policies and practices;
- (b) Development or updating of human resources/employment policies and practices;
- (c) Training program design and implementation on topics such as employment discrimination laws, equal employment opportunity obligations, maintaining hostile-free work environments, interviewing skills, managing diversity, and handling corrective action and discharge issues, all with a focus on loss prevention;
- (d) Legal advice and counsel on employment issues; or
- (e) Statistical analyses on workforce and employment practices to detect trends or patterns that could lead to regulatory problems, lawsuits or employee allegations;

provided, however, that such contribution shall take the form of a return premium of fifty percent (50%) of the cost of such qualified employment practices loss prevention consultant services, but such contribution shall also be subject to a maximum amount equal to ten percent (10%) of the annual premium charged for this coverage section.

All employment practices loss prevention consultant services shall be provided by a loss prevention services provider approved by the Company and such services must be rendered during the **Policy Period**.

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this policy shall remain unchanged.

A handwritten signature in black ink, appearing to be "P. H. Q.", written over a horizontal line.

Authorized Representative

ENDORSEMENT/RIDER

Coverage Section: Health Care Portfolio Executive Liability, Entity Liability & Employment Practices Liability Coverage
Section (Federal)

Effective date of
this endorsement/rider: June 30, 2016

Federal Insurance Company

Endorsement/Rider No. 32

To be attached to and
form a part of Policy No. 8171-4963

Issued to: UT PHYSICIANS UNIVERSITY CARE PLUS

ADD ORGANIZATION(S) ENDORSEMENT

In consideration of the premium charged, it is agreed that the term **Organization** as defined in Subsection 6
Definitions of this coverage section is amended to include the following organization(s):

Physicians Dialysis of Houston, L.P.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and
conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative