

POLICY NUMBER: _____
 COMPANY USE ONLY

NATIONAL FIRE & MARINE INSURANCE COMPANY
CLINIC PROFESSIONAL LIABILITY APPLICATION

INSTRUCTIONS

1. PLEASE PRINT LEGIBLY. IF THE APPLICATION IS APPROVED, THE POLICY WILL BE BASED ON THE INFORMATION PROVIDED.
2. PLEASE ANSWER ALL QUESTIONS. IF A QUESTION IS NOT APPLICABLE, PRINT, "N/A".
3. IF ADDITIONAL SPACE IS NEEDED, PLEASE USE A SUPPLEMENTAL FORM.

I. ORGANIZATION INFORMATION

A. BROKERAGE FIRM/AGENCY INFORMATION

BROKERAGE FIRM/AGENCY NAME _____

CITY, STATE AND ZIP CODE _____

BROKER/AGENT NAME _____ BROKER/AGENT LICENSE NUMBER AND TYPE _____

PHONE _____ FAX _____ E-MAIL _____

B. CONTACT INFORMATION

UT Physicians

APPLICANT NAME _____

6431 Fannin Street: JLL #475; Houston, TX 77030 _____ Harris

MAILING ADDRESS _____ COUNTY _____

STREET ADDRESS (IF DIFFERENT) _____

LaNita Whetstone _____ Director, Med School/UTP Finance

CONTACT PERSON NAME _____ TITLE _____

713 500 5041 713 500 0641 LaNita.Whetstone@uth.tmc.edu

PHONE _____ FAX _____ E-MAIL _____

www.utphysicians.com

WEBSITE ADDRESS _____

C. REQUESTED COVERAGE EFFECTIVE DATE (12:01 AM): 06/30/2016
 THIS DATE CANNOT BE EARLIER THAN THE EXPIRATION DATE OF THE APPLICANT'S CURRENT POLICY.

D. REQUESTED COVERAGE EXPIRATION DATE (12:01 AM): 6/30/2017
 ANNUAL POLICY TERMS WILL BEGIN AND END ON THE SAME MONTH AND DAY.

II. COVERAGES, LIMITS AND DEDUCTIBLES

COVERAGE (*)	REQUESTED LIMITS	OCCURRENCE/CLAIMS-MADE	DEDUCTIBLE
PROFESSIONAL LIABILITY FACILITY	\$ <u>1M</u> PER EVENT/ \$ <u>3M</u> AGGREGATE	<input type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS-MADE RETRO-DATE <u>6/30/2003</u>	<input type="checkbox"/> NONE <input type="checkbox"/> \$5,000 <input type="checkbox"/> \$25,000 <input type="checkbox"/> \$10,000 <input type="checkbox"/> \$50,000 OTHER \$ _____ THE DEDUCTIBLE APPLIES TO: <input type="checkbox"/> INDEMNITY ONLY <input type="checkbox"/> INDEMNITY AND EXPENSE
GENERAL LIABILITY	\$ <u>1M</u> PER EVENT/ \$ <u>3M</u> GENERAL AGGREGATE	<input type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS-MADE RETRO-DATE <u>6/30/2012</u>	<input type="checkbox"/> NONE <input type="checkbox"/> \$5,000 <input type="checkbox"/> \$25,000 <input type="checkbox"/> \$10,000 <input type="checkbox"/> \$50,000 OTHER \$ _____ THE DEDUCTIBLE APPLIES TO: <input type="checkbox"/> INDEMNITY ONLY <input type="checkbox"/> INDEMNITY AND EXPENSE
<input type="checkbox"/> EXCESS PROFESSIONAL LIABILITY	\$ _____ PER EVENT/ \$ _____ AGGREGATE	<input type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS-MADE RETRO-DATE _____	
<input type="checkbox"/> EXCESS GENERAL LIABILITY	\$ _____ PER EVENT/ \$ _____ GENERAL AGGREGATE	<input type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS-MADE RETRO-DATE _____	

(*) IF THERE ARE ENTITIES RELATED TO THE NAMED INSURED (SUBSIDIARIES, JOINT VENTURES, LLCs, PARTNERSHIPS, ETC.), PLEASE COMPLETE SECTION II (SCHEDULE OF RELATED ENTITIES) OF THE CLINIC SUPPLEMENTAL APPLICATION OR ATTACH A COPY OF THE APPLICANT'S ORGANIZATIONAL CHART INCLUDING THE INFORMATION REQUESTED.

II. COVERAGES, LIMITS AND DEDUCTIBLES (CONTINUED)

IF SHARED LIMIT OR SEPARATE LIMIT COVERAGE FOR EMPLOYED OR CONTRACTED PHYSICIANS, SURGEONS, RESIDENTS, INTERNS, FELLOWS, DENTISTS, ORAL SURGEONS, CRNAs, NURSE MIDWIVES, CRNPs, PODIATRISTS, PHYSICIAN ASSISTANTS OR SURGICAL ASSISTANTS IS BEING REQUESTED, PLEASE COMPLETE SECTION III (COVERAGES, LIMITS AND DEDUCTIBLES SCHEDULE) OF THE CLINIC SUPPLEMENTAL APPLICATION.

III. GENERAL INFORMATION

A. TYPE OF LEGAL ENTITY (PLEASE PUT AN "X" IN THE APPLICABLE SPACES):

- PROFESSIONAL CORPORATION
- PARTNERSHIP OR PROFESSIONAL ASSOCIATION
- FOR PROFIT
- NON PROFIT
- LIMITED LIABILITY CORPORATION (LLC)
- JOINT VENTURE
- OTHER (PLEASE EXPLAIN): _____

B. ENTITY OWNERSHIP (PLEASE PUT AN "X" IN THE APPLICABLE SPACES):

- PHYSICIAN OWNED
- HOSPITAL OWNED
- INDEPENDENTLY OWNED (PLEASE EXPLAIN): _____
- OTHER (PLEASE EXPLAIN): President of UHealth is President and single-member

C. HOW MANY CLINIC LOCATIONS DOES THE FACILITY HAVE? _____

PLEASE LIST ALL CLINIC LOCATIONS. IF MORE THAN 3 LOCATIONS, PLEASE ATTACH A SEPARATE PIECE OF PAPER SHOWING THE ADDITIONAL LOCATIONS.

LOCATION #1:

STE	STREET	CITY	STATE	ZIP
DATE THIS LOCATION OPENED _____				

LOCATION #2:

STE	STREET	CITY	STATE	ZIP
DATE THIS LOCATION OPENED _____				

LOCATION #3:

STE	STREET	CITY	STATE	ZIP
DATE THIS LOCATION OPENED _____				

D. DURING THE NEXT 12 MONTHS, ARE THERE ANY PLANS FOR MERGERS OR ACQUISITIONS OR DOES THE APPLICANT PLAN ON ADDING ANY ADDITIONAL LOCATIONS?

YES NO

IF YES, PLEASE EXPLAIN: if various outpatient clinical services are deemed necessary in a pro forma is favorable, additional clinic locations are possible

E. CERTIFICATIONS/ACCREDITATIONS HELD BY THE FACILITY:

- AAUCM JCAHO AAAHC NAFAC UCAOA AAAASF OTHER: _____
- PLEASE PROVIDE A COPY OF THE APPLICANT'S CERTIFICATE/ACCREDITATION INCLUDING ANY RECOMMENDATIONS MADE.

F. ARE ALL LOCATIONS ACCREDITED BY AT LEAST ONE OF THE ORGANIZATIONS LISTED IN QUESTION E, ABOVE?

YES NO

IF NO, PLEASE ANSWER THE FOLLOWING QUESTIONS:

1. DOES THE FACILITY HAVE WRITTEN POLICIES IN PLACE ADDRESSING TELEPHONE ADVICE AND TELEPHONE REQUESTS FOR MEDICATION? YES NO
IF NO, PLEASE EXPLAIN: _____
2. DOES THE FACILITY HAVE WRITTEN POLICIES IN PLACE DESCRIBING THE PRECAUTIONS FOR DEALING WITH PATIENTS WITH INFECTIOUS DISEASES INCLUDING AN ISOLATION POLICY? YES NO
IF NO, PLEASE EXPLAIN: _____
3. IS THE IDENTITY OF PATIENTS RECEIVING TESTS OR MEDICATIONS VERIFIED BY REVIEW OF TWO FORMS ON PATIENT IDENTIFICATION PRIOR TO THE ADMINISTRATION OF THE TEST OR MEDICATION? YES NO
IF NO, PLEASE EXPLAIN: _____
4. DOES THE ORGANIZATION CREATE AND MAINTAIN A MEDICAL RECORD FOR EVERY PATIENT WITH CONTACT INFORMATION AND DATE(S) OF SERVICE? YES NO
IF NO, PLEASE EXPLAIN: _____
5. DOES THE CLINIC HAVE WRITTEN POLICIES AND PROCEDURES TO PROTECT PATIENT PRIVACY? YES NO
IF NO, PLEASE EXPLAIN: _____

G. MEDICAL DIRECTOR (PLEASE LIST THE MEDICAL DIRECTOR FOR EACH CLINIC AND ATTACH A DESCRIPTION OF THE MEDICAL DIRECTOR'S DUTIES):

Thomas Murphy MD	Family Medicine
NAME OF MEDICAL DIRECTOR	SPECIALTY OF MEDICAL DIRECTOR
713 - 486 - 6224	Thomas J Murphy@uth tmc edu
PHONE	EMAIL

H. DOES THE MEDICAL DIRECTOR ALSO PROVIDE PROFESSIONAL SERVICES AT THE FACILITY?

YES NO

IF YES, PLEASE DESCRIBE: patient care is 60% of the time

I. ANNUAL PAYROLL:

TOTAL ANNUAL PAYROLL: \$ 26.1M

J. TOTAL PROJECTED ANNUAL REVENUE:

\$ 171.7M

% MEDICARE: 20 %

% MEDICAID: 14 % COMMERCIAL PAYORS: 29 %
% OTHER: 10 Self Pay - 27 %

IV. CLINIC OPERATIONS

- A. IS THE CLINIC DESIGNATED AS A FEDERALLY QUALIFIED HEALTH CENTER (FQHC)? Yes No
 - A) TO QUALIFY FOR THE FTCA DISCOUNT, PLEASE PROVIDE THE % OF THE CENTERS OVERALL EXPENSES COVERED BY FEDERAL GRANTS (IF ANY) _____ %
 - B) WHEN DID THE ORGANIZATION FIRST OBTAIN DEEMED STATUS? MM/DD/YYYY
 - C) HAVE THERE BEEN ANY CHANGES IN THE CLINIC'S DEEMED STATUS SINCE FIRST BECOMING DEEMED? Yes No
If YES, PLEASE EXPLAIN: N/A
- B. IS THE FACILITY FAMILIAR WITH ANY OTHER CHARITABLE IMMUNITY LAWS FOR WHICH THE CLINIC IS QUALIFIED? Yes No
If YES, PLEASE EXPLAIN: N/A
- C. DOES THE CLINIC HAVE A PROCESS IN PLACE REGARDING HOW TO INFORM PATIENTS OF THE OUTCOME OF THEIR DIAGNOSTIC TEST(S) WHEN PATIENTS ARE EITHER UNABLE TO RECEIVE TEST RESULTS DURING THEIR VISIT(S) OR WHEN THE PATIENTS RESULTS ARE REVISED DUE TO FURTHER EVALUATION? Yes No
- D. ARE PATIENTS WHO PRESENT WITH CONDITIONS REQUIRING FOLLOW-UP CARE PROVIDED REFERRALS TO APPROPRIATE PRIMARY CARE OR SPECIALTY PHYSICIANS? Yes No
- E. DOES THE CLINIC MAINTAIN IN-HOUSE MEDICATIONS? Yes No
If YES, PLEASE EXPLAIN HOW THESE ARE STORED, INVENTORIED, AND DISPENSED: Immunizations and other reimbursable medications as well as drug samples are inventoried and maintained in locked cabinets.
- F. IN THE NEXT 12 MONTHS, DOES THE CLINIC PLAN TO CHANGE ANY OF THE SERVICES IT OFFERS? (I.E. ADDING OR DISCONTINUING ANY SERVICES) Yes No
If YES, PLEASE DESCRIBE: _____
- G. HAVE ANY SERVICES BEEN DISCONTINUED DURING THE LAST 24 MONTHS? Yes No
If YES, PLEASE DESCRIBE: _____
- H. MOST RECENT YEAR, NUMBER OF ANNUAL VISITS TO THIS FACILITY: 724,401
- I. UPCOMING YEAR, ESTIMATED NUMBER OF ANNUAL VISITS TO THIS FACILITY: 816,754
- J. ARE THERE SPECIFIC CRITERIA PATIENTS NEED TO MEET IN ORDER TO QUALIFY FOR SERVICES AT YOUR CLINIC? Yes No
If YES, PLEASE EXPLAIN: _____
- K. HOW ARE NON-VOLUNTEER PROVIDERS COMPENSATED? salaries/payroll
- L. PLEASE CHECK ANY OF THE FOLLOWING PROCEDURES THAT WILL BE PERFORMED AT THE FACILITY:

<input type="checkbox"/> ABORTIONS	<input checked="" type="checkbox"/> LABORATORY (PATHOLOGY)
<input type="checkbox"/> ALCOHOL/DRUG TESTING	<input checked="" type="checkbox"/> OBSTETRICS, IF APPLICABLE, PLEASE DESCRIBE TYPES OF SERVICES PROVIDED: <u>General obstetrics</u>
<input checked="" type="checkbox"/> ALLERGY SHOTS	<input type="checkbox"/> OCCUPATIONAL MEDICINE, IF APPLICABLE, PLEASE LIST THE COMPANIES WITH WHICH THE CLINIC CONTRACTS TO PROVIDE SERVICES AND EXPLAIN THE SERVICES PROVIDED: _____
<input checked="" type="checkbox"/> ALTERNATIVE/INTEGRATIVE/COMPLIMENTARY MEDICINE	<input type="checkbox"/> OCCUPATIONAL/PHYSICAL THERAPY, IF APPLICABLE, NUMBER OF VISITS: _____
<input checked="" type="checkbox"/> ANESTHESIA	<input type="checkbox"/> OSTEOPATHIC MANIPULATION THERAPY
<input checked="" type="checkbox"/> TOPICAL	<input type="checkbox"/> PHARMACY
<input type="checkbox"/> NERVE BLOCKS (PLEASE LIST TYPES): _____	<input checked="" type="checkbox"/> PHYSICALS
<input type="checkbox"/> GENERAL	<input type="checkbox"/> RESEARCH/EXPERIMENTAL, IF APPLICABLE, PLEASE EXPLAIN: _____
<input checked="" type="checkbox"/> BEHAVIORAL HEALTH	<input checked="" type="checkbox"/> SOCIAL SERVICES
<input type="checkbox"/> CHIROPRACTIC	<input type="checkbox"/> SUBSTANCE ABUSE TREATMENT
<input type="checkbox"/> COSMETIC PROCEDURES (PLEASE LIST TYPES): _____	<input type="checkbox"/> METHADONE
<u>Botox, fillers, microderm abrasion, etc.</u>	<input checked="" type="checkbox"/> TREATMENT FOR CHRONIC PAIN, IF APPLICABLE, NUMBER OF VISITS: <u>Varies</u>
<input type="checkbox"/> DENTAL	<input type="checkbox"/> URGENT CARE
<input checked="" type="checkbox"/> DIAGNOSTIC RADIOLOGY, IF APPLICABLE, ARE ALL FILMS OVERREAD BY A RADIOLOGIST? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> OTHER: _____
<input type="checkbox"/> DIALYSIS	_____
<input checked="" type="checkbox"/> ECG, IF APPLICABLE, ARE ALL TEST RESULTS OVERREAD BY A CARDIOLOGIST? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	_____
<input type="checkbox"/> FRACTURES, IF APPLICABLE, PLEASE DESCRIBE THE LEVEL OF TREATMENT: <u>Please see attached sheet</u>	_____
<input type="checkbox"/> HOME HEALTH CARE	_____
<input checked="" type="checkbox"/> IMMUNIZATIONS	

IF ADDITIONAL SPACE IS NEEDED, PLEASE ATTACH A SEPARATE SHEET OF PAPER.

V. MEDICAL STAFF

A. PLEASE PROVIDE THE INFORMATION REQUESTED BELOW FOR EACH PHYSICIAN, IF ANY, THAT PRACTICES AT THE FACILITY.
(IF MORE ROOM IS NEEDED, PLEASE ATTACH A SEPARATE ROSTER OF MEDICAL STAFF).

IMPORTANT NOTE: IF COVERAGE IS DESIRED FOR PHYSICIANS, PLEASE SO STATE ON SECTION III (COVERAGES, LIMITS AND DEDUCTIBLE SCHEDULE), AND SECTION IV (SCHEDULE OF MEDICAL PROFESSIONALS) OF THE CLINIC SUPPLEMENTAL APPLICATION. ALSO, COMPLETE A SEPARATE PHYSICIAN INDIVIDUAL PROFESSIONAL LIABILITY INSURANCE APPLICATION FOR EACH PHYSICIAN.

PHYSICIAN'S NAME	INDICATE IF THE PERSON IS A: MEMBER (M) PARTNER (P) SHAREHOLDER (S) EMPLOYEE (E) CONTRACTED PHYSICIAN (C) OR ALL OTHER (AO)	PRIMARY LICENSE NUMBER	INDICATE PRIMARY SPECIALTY	INDICATE THE NUMBER OF HOURS PER WEEK OR DAYS PER WEEK EACH PHYSICIAN WILL SPEND AT THE FACILITY	VOLUNTEER?
N/A					<input type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> Yes <input type="checkbox"/> No

B. ARE ALL OF THE PHYSICIANS PRACTICING AT THE FACILITY BOARD CERTIFIED? Yes No
If No, how many are not board certified? 160/1182

C. DOES THE FACILITY HAVE ANY PHYSICIANS ON STAFF THAT DO NOT MAINTAIN STAFF PRIVILEGES AT A HOSPITAL? Yes No

D. INDICATE THE NUMBER OF HEALTH PROFESSIONALS, OTHER THAN PHYSICIANS, WHO WORK AT THE FACILITY: 585
IMPORTANT NOTICE: IF COVERAGE IS DESIRED FOR HEALTH PROFESSIONALS OTHER THAN PHYSICIANS, PLEASE SO STATE ON SECTION III (COVERAGES, LIMITS AND DEDUCTIBLES SCHEDULE) AND LIST THESE HEALTH CARE PROVIDERS ON SECTION V (SCHEDULE OF MEDICAL PROFESSIONALS) OF THE CLINIC SUPPLEMENTAL APPLICATION. IF SEPARATE LIMITS OF COVERAGE ARE DESIRED, ALSO SUBMIT AN APPLICATION FOR EACH INDIVIDUAL FOR WHOM SEPARATE LIMITS COVERAGE IS REQUESTED.

ALLIED PROFESSIONALS EXCEPT PHYSICIANS	# EMPLOYED	# VOLUNTEERS	# CONTRACTED
NURSE PRACTITIONERS	158	0	0
PHYSICIAN ASSISTANTS	104	0	0
LPNs/RNs	162	0	0
LABORATORY TECHNICIANS			
SOCIAL WORKERS	19	0	0
OTHER (PLEASE SPECIFY):	98	0	44
Please see attached listing			

E. DOES THE APPLICANT SUPERVISE ANYONE OTHER THAN ITS OWN EMPLOYEES? Yes No
If Yes, DESCRIBE THE RESPONSIBILITY OF BOTH THE SUPERVISORY AND SUPERVISED INDIVIDUALS, AND THE RELATIONSHIPS BETWEEN THE INDIVIDUALS:

ALSO INDICATE, BY TYPE OF MEDICAL PROFESSIONAL, THE NUMBER OF INDIVIDUALS THE FACILITY SUPERVISES:

VI. RISK MANAGEMENT

A. IS THERE A FORMAL RISK MANAGEMENT PROGRAM? Yes No

B. IS THERE A FULL-TIME RISK MANAGER? Yes No
If No, WHAT ARE THEIR OTHER RESPONSIBILITIES AND HOW MUCH TIME IS DEVOTED TO RISK MANAGEMENT? _____

C. IS THERE A WRITTEN INCIDENT REPORTING PROCEDURE? Yes No

1. If Yes, DOES THIS PROCEDURE REQUIRE REVIEW AND APPROPRIATE CORRECTIVE ACTION BE TAKEN? Yes No

2. IS THERE A FOLLOW-UP TO ASSURE COMPLIANCE? Yes No

D. IS THERE AN ONGOING QUALITY ASSURANCE (QA) COMMITTEE IN PLACE? YES NO

1. IF YES, IS THE PERSON RESPONSIBLE FOR RISK MANAGEMENT A MEMBER OF THIS COMMITTEE? YES NO

2. TO WHOM IS THE QUALITY ASSURANCE COMMITTEE ACCOUNTABLE? YES NO

Dr. Giuseppe Colasurdo Chairman of Board/CEO

NAME TITLE

3. WHAT QUALITY INDICATORS ARE MONITORED (PLEASE LIST)? _____
Please see attached sheet

4. DOES THE FACILITY MONITOR ITS INFECTION RATES? YES NO

E. IS THERE AN ACTIVE PEER REVIEW PROCESS FOR PHYSICIANS THAT IS PART OF THE QUALITY MANGEMENT PROGRAM? YES NO

IF NO, PLEASE EXPLAIN: _____

F. IS THERE AN ONGOING CONTINUING EDUCATION PROGRAM FOR:

NURSING STAFF? YES NO

OTHER ALLIED HEALTH PROFESSIONALS? YES NO

G. NAME OF THE PERSON OUR RISK MANAGEMENT CONSULTANT MAY CONTACT FOR AN ON-SITE VISIT:

Catherine Thompson Health-care Risk Manager

NAME TITLE

VII. CREDENTIALING

A. WHEN HIRING PROFESSIONALS AND SUPPORT STAFF, DOES THE APPLICANT:

1. VERIFY EDUCATIONAL BACKGROUND? YES NO

2. CHECK ALL REFERENCES INCLUDING PAST EMPLOYERS? YES NO

3. CHECK FOR PENDING LICENSE SUSPENSIONS, REVOCATIONS OR DISCIPLINARY ACTIONS BY OTHER FACILITIES? YES NO

4. CHECK CRIMINAL HISTORY? YES NO

5. REQUIRE PRIOR MEDICAL PROFESSIONAL CLAIM HISTORY? YES NO

B. ARE THE CREDENTIALS OF EACH PHYSICIAN REVIEWED BY A MEDICAL STAFF COMMITTEE AND APPROVED BY THE GOVERNING BODY PRIOR TO GRANTING PRIVILEGES? YES NO

C. IS AN ONGOING QUALITY ASSURANCE REVIEW MAINTAINED ON ALL STAFF MEMBERS' CLINICAL WORK? YES NO

D. DO MEDICAL STAFF BYLAWS REQUIRE EACH PHYSICIAN WORKING AT THE APPLICANT'S FACILITY TO MAINTAIN PROFESSIONAL LIABILITY INSURANCE? YES NO

1. IF YES, WHAT ARE THE REQUIRED MINIMUM LIMITS OF LIABILITY? \$ see attached hst / \$ _____

2. IF RETIRED PHYSICIANS ARE WORKING AT THE FACILITY, WHERE IS THEIR PROFESSIONAL LIABILITY COVERAGE PROVIDED? by departments

3. ARE CERTIFICATES OF INSURANCE OBTAINED AT LEAST ANNUALLY FROM EACH INDIVIDUAL TO VERIFY COVERAGE IS IN PLACE? YES NO

E. WHAT ARE THE MINIMUM LIMITS OF LIABILITY REQUIRED FOR NON-PHYSICIAN MEDICAL PROFESSIONALS WORKING AT THE APPLICANT'S FACILITY TO CARRY? \$ 500,000 per claim / \$ 1.5M enrollment yr aggr

ARE CERTIFICATES OF INSURANCE OBTAINED AT LEAST ANNUALLY FROM EACH INDIVIDUAL TO VERIFY COVERAGE IS IN PLACE? YES NO

F. HAS THE LICENSE OF ANY PHYSICIAN BEEN RESTRICTED, REVOKED OR SUSPENDED IN THE LAST FIVE YEARS? YES NO

IF YES, PLEASE EXPLAIN: during the indictment of a physician; reinstated when physician was declared innocent

G. ARE YOU AWARE IF ANY CURRENT OR FORMER EMPLOYEES OR CONTRACTORS: (PLEASE ATTACH AN EXPLANATION OF ANY "YES" ANSWERS)

1) HAVE EVER BEEN THE SUBJECT OF DISCIPLINARY OR INVESTIGATIVE PROCEEDINGS, OR A REPRIMAND BY A GOVERNMENTAL LICENSE BOARD OR ADMINISTRATIVE AGENCY, HOSPITAL OR PROFESSIONAL ASSOCIATION? YES NO

2) HAVE YOU EVER BEEN INDICTED FOR, CHARGED WITH, OR CONVICTED OF, ANY ACT COMMITTED IN VIOLATION OF ANY LAW OR ORDINANCE, OTHER THAN TRAFFIC OFFENSES, OR HAD HOSPITAL PRIVILEGES, DEA LICENSE, OR MEDICARE/MEDICAID PRIVILEGES REFUSED, DENIED, REVOKED, SUSPENDED, RESTRICTED, SUBJECT TO A REPRIMAND, PLACED ON PROBATION OR VOLUNTARILY SURRENDERED? YES NO

VIII. PHYSICAL PLANT

A. PLEASE FURNISH THE FOLLOWING INFORMATION FOR ALL OWNED OR LEASED PROPERTY OPERATED OR OCCUPIED BY THE APPLICANT.
A SEPARATE SUMMARY OF LOCATIONS/EXPOSURES THAT PROVIDES THE INFORMATION REQUESTED BELOW IS ACCEPTABLE.

ADDRESS OF PROPERTY TO BE INSURED	USE/OCCUPANCY	SQUARE FOOTAGE	AGE	TYPE OF CONSTRUCTION	NUMBER OF STORIES	FIRE PROTECTION*
PATIENT CARE BUILDINGS:						
Pls See Attached						
OTHER BUILDINGS:						

*FOR EACH BUILDING, INDICATE IF THERE IS A: SPRINKLER SYSTEM—FULL, PARTIAL OR NO SPRINKLER SYSTEM; SMOKE DETECTOR, HEAT DETECTOR; FIRE ALARM—CENTRAL STATION OR LOCAL ALARM

B. DO ALL FACILITIES COMPLY WITH THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 101 LIFE SAFETY CODE 2000 EDITION OR NEWER? Yes No
 If No, PLEASE EXPLAIN: _____

IX. GENERAL LIABILITY

DO YOU DESIRE GENERAL LIABILITY COVERAGE? Yes No
 If No, SKIP TO SECTION X.

A. IS THERE A PREVENTATIVE AND CORRECTIVE MAINTENANCE PROGRAM IN PLACE FOR MEDICAL EQUIPMENT AT THE FACILITY? Yes No

1. HOW OFTEN ARE NON-EXPENDABLE MACHINES OR DEVICES INSPECTED AND MAINTAINED? annually

2. WHO PERFORMS THE MAINTENANCE ON THE ABOVE EQUIPMENT? EMPLOYEES INDEPENDENT CONTRACTORS

3. IF INDEPENDENT CONTRACTORS, WHAT IS THE MINIMUM GENERAL LIABILITY LIMIT THAT IS REQUIRED BY THE FACILITY?
 \$ 1M / \$ 3M

4. DOES THE APPLICANT OBTAIN A CERTIFICATE OF INSURANCE ANNUALLY TO VERIFY THAT COVERAGE IS IN PLACE? Yes No

B. IS ANY OF THE BIO-MEDICAL EQUIPMENT USED AT THE FACILITY OWNED BY PHYSICIANS? Yes No
 If YES, WHO IS RESPONSIBLE FOR THE PREVENTATIVE MAINTENANCE, INSPECTION AND REPAIR OF THE EQUIPMENT? _____

C. IS THE APPLICANT'S BIO-MEDICAL EQUIPMENT EVER LOANED OR DONATED TO OTHERS FOR USE? Yes No
 If YES, DESCRIBE: _____

D. DOES THE APPLICANT RENT OR LEASE MEDICAL EQUIPMENT FROM OTHERS? Yes No
 If YES, WHO IS RESPONSIBLE FOR THE MAINTENANCE OF THE EQUIPMENT? _____

E. DOES THE APPLICANT USE AN ADVERTISING AGENCY? Yes No

1. IF YES, WHAT ARE THE MINIMUM PROFESSIONAL LIABILITY LIMITS REQUIRED? \$ _____ / \$ _____

2. IS THE APPLICANT INCLUDED AS AN ADDITIONAL INSURED ON THE ADVERTISING AGENCY'S POLICY? Yes No

3. IS THERE A HOLD HARMLESS AGREEMENT IN THE CONTRACT IN FAVOR OF THE APPLICANT? Yes No

F. ARE THERE ANY PLANS FOR NEW CONSTRUCTION OR RENOVATIONS DURING THE NEXT 12 MONTHS? Yes No
 If YES, PLEASE DESCRIBE THE CHANGES PLANNED, INCLUDING THE TIME FRAME AND ESTIMATED COST: Depends and difficult to estimate at the present time. Sometimes, clinics will receive "refreshers" (e.g., new paint job, new carpet, new furniture, etc.).

G. PLEASE INDICATE BELOW WHICH OF THE FOLLOWING APPLY AND SPECIFY THE CORRESPONDING PROJECTIONS FOR THE NEXT 12 MONTHS:

1. HABITATIONAL RISK: APARTMENT DWELLING HOTEL NONE OTHER, PLEASE DESCRIBE: _____

A) NUMBER OF UNITS: _____ UNITS YEAR BUILT: _____

B) ARE THERE AT LEAST TWO EXITS LOCATED REMOTELY FROM EACH OTHER? Yes No

C) FOR APARTMENT BUILDINGS AND HOTELS, ARE THERE LIGHTED EMERGENCY EXIT SIGNS? Yes No

2. PAID PARKING: RECEIPTS/YEAR: \$ _____

3. SPECIAL ATHLETIC OR FUND RAISING EVENTS: RECEIPTS/YEAR: \$ _____

DESCRIBE PLANNED EVENTS FOR THE UPCOMING YEAR AND INDICATE IF ALCOHOL WILL BE SERVED: _____

H. DOES THE APPLICANT LEASE SPACE TO OTHERS? Yes No
 within the State of Texas and in some clinics located in Harris county

City, STATE AND ZIP CODE

Various

SQUARE FOOTAGE

OCCUPANCY/USE OF SPACE

1. DOES THE LEASE REQUIRE THE TENANT TO CARRY A GENERAL LIABILITY (GL) INSURANCE POLICY WITH A LIMIT OF AT LEAST \$1,000,000 PER OCCURRENCE? Yes No

2. IS A CERTIFICATE OF INSURANCE OBTAINED ANNUALLY TO VERIFY COVERAGE IS IN PLACE? Yes No

3. IS THE TENANT REQUIRED TO LIST THE APPLICANT AS AN ADDITIONAL INSURED ON THE TENANT'S GL POLICY? Yes No

X. EXCESS LIABILITY

DOES THE APPLICANT DESIRE EXCESS LIABILITY COVERAGE? Yes No
 If No, SKIP TO SECTION XI.

A. HAS THE APPLICANT'S EXCESS PROFESSIONAL OR COMMERCIAL GENERAL LIABILITY LIMITS BEEN INCREASED WITHIN THE LAST FIVE YEARS? Yes No

If YES, WHAT WAS THE PRIOR LIMIT AND WHEN WAS IT INCREASED?
 \$ _____ / \$ _____ MM / YYY

XI. COVERAGE HISTORY AND INFORMATION

NOTE: QUESTION XI. A. IS NOT TO BE COMPLETED IN THE STATES OF MISSOURI AND CALIFORNIA.

A. HAS ANY COMPANY EVER CANCELLED OR REFUSED TO OFFER INSURANCE COVERAGE TO THE APPLICANT? Yes No

If Yes, please provide details: _____

B. PLEASE CHECK WHICH TYPE OF NOTICE THE APPLICANT'S PRESENT PROFESSIONAL LIABILITY INSURER REQUIRES BEFORE IT WILL FORMALLY RECOGNIZE A CLAIM UNDER ITS POLICY:

- SUMMONS AND COMPLAINT OR ATTORNEY DEMAND LETTER.
- WRITTEN NOTICE FROM THE APPLICANT THAT A POTENTIALLY COMPENSABLE EVENT HAS OCCURRED.

C. HAS THE APPLICANT CONDUCTED A RECENT REVIEW OF ALL KNOWN CLAIMS, AS WELL AS INCIDENTS WHICH MAY GIVE RISE TO FUTURE CLAIMS, AND HAVE THESE BEEN FORWARDED TO THE CURRENT INSURER? Yes No

If Yes, provide the date of the review and the name and title of the person conducting the review:

MM _____ YYYY _____ NAME AND TITLE _____

D. PLEASE PROVIDE THE APPLICANT'S INSURANCE HISTORY FOR THE LAST FIVE YEARS.

POLICY PERIOD	MOST RECENT YEAR	1 YEAR PRIOR	2 YEARS PRIOR	3 YEARS PRIOR	4 YEARS PRIOR
PROFESSIONAL LIABILITY					
INSURANCE COMPANY					
LIMITS					
CLAIMS-MADE (CM) OR OCCURRENCE (O)					
PREMIUM					
GENERAL LIABILITY					
INSURANCE COMPANY					
LIMITS					
CLAIMS-MADE (CM) OR OCCURRENCE (O)					
PREMIUM					
EXCESS LIABILITY					
INSURANCE COMPANY					
LIMITS					
CLAIMS-MADE (CM) OR OCCURRENCE (O)					
PREMIUM					

XII. LOSS INFORMATION (IMPORTANT! FULLY COMPLETE)

FOR EACH CLAIM, POTENTIAL CLAIM OR SUIT MENTIONED BELOW, PLEASE COMPLETE SECTION I (LOSS HISTORY) OF THE CLINIC SUPPLEMENTAL APPLICATION.

A. HAS THE APPLICANT (INDEPENDENTLY OR THROUGH A NAMED INSURED) BEEN INVOLVED NOW OR IN THE PAST, DIRECTLY OR INDIRECTLY, IN A CLAIM, POTENTIAL CLAIM, OR SUIT ARISING OUT OF THE RENDERING OR FAILING TO RENDER PROFESSIONAL SERVICES INVOLVING FORMER OR PRESENT PARTNERS, MEMBERS OF THE CORPORATION OR ANY FORMER OR PRESENT EMPLOYEE OR INDEPENDENT CONTRACTOR OF THE CORPORATION, PARTNERSHIP OR ORGANIZATION? Yes No

If Yes, how many? _____

If Yes, have these been reported to the applicant's insurer? Yes No

B. DOES THE APPLICANT OR ANY OF ITS EMPLOYEES/CONTRACTORS HAVE KNOWLEDGE OF ANY INCIDENT, OR UNEXPECTED ADVERSE OUTCOME RESULTING IN INJURY OR DEATH, CLAIM, POTENTIAL CLAIM, OR SUIT IN WHICH THE APPLICANT MAY BECOME INVOLVED, INCLUDING WITHOUT LIMITATION, KNOWLEDGE OF ANY INJURY ARISING OUT OF THE RENDERING OR FAILING TO RENDER PROFESSIONAL SERVICES WHICH MAY GIVE RISE TO A CLAIM INVOLVING FORMER OR PRESENT PARTNERS, MEMBERS OF THE CORPORATION, OR ANY FORMER OR PRESENT EMPLOYEE OR INDEPENDENT CONTRACTOR OF THE CORPORATION, PARTNERSHIP OR ORGANIZATION WHICH MAY GIVE RISE TO A CLAIM? Yes No

If Yes, how many? _____

If Yes, have these been reported to the applicant's insurer? Yes No

XIII. ATTACHMENTS

A COPY OF THE FOLLOWING INFORMATION MUST BE SUBMITTED WITH THIS APPLICATION. IF NOT AVAILABLE, PLEASE EXPLAIN.

- A. A COPY OF THE APPLICANT'S CERTIFICATE/ACCREDITATION INCLUDING ANY RECOMMENDATIONS MADE.**
- B. FINANCIAL INFORMATION. THE MOST RECENT THREE (3) YEARS OF FINANCIAL STATEMENTS INCLUDING THE AUDITOR'S OPINION, IF APPLICABLE.**
- C. FTCA DEEMING APPLICATION (IF APPLICABLE)**

- D. LIST OF OPERATIONS OR ACTIVITIES PERFORMED THAT ARE NOT OTHERWISE DESCRIBED IN THE APPLICATION.
- E. LOSS INFORMATION. RECENTLY VALUED LOSS RUNS FROM THE APPLICANT'S INSURANCE CARRIERS COVERING THE LAST (10) FULL YEARS. THE LOSS INFORMATION SHOULD INCLUDE PAID AND RESERVED AMOUNTS.
- F. ANNUAL REPORT (IF ONE IS PUBLISHED).
- G. ALL CURRENT ADVERTISING MATERIALS.
- H. ORGANIZATIONAL CHART INCLUDING THE NAMES OF ALL ENTITIES AND A BRIEF DESCRIPTION OF OPERATIONS.
- I. COPY OF THE APPLICANT'S CURRENT INSURANCE POLICY.

XIV. IMPORTANT NOTICE

THIS INSURANCE MAY CONTAIN CLAIMS-MADE COVERAGE. CERTAIN COVERAGES OF THIS INSURANCE MAY BE LIMITED TO LIABILITY FOR INJURIES FOR WHICH CLAIMS ARE FIRST MADE AND REPORTED DURING THE POLICY PERIOD ARISING OUT OF INCIDENTS OR ACTS THAT FIRST OCCURRED ON OR AFTER THE APPLICABLE RETROACTIVE DATE. PLEASE READ AND REVIEW THE POLICY CAREFULLY.

XV. FRAUD NOTICE

MANDATORY: ALL APPLICANTS MUST READ AND INITIAL THE FOLLOWING:

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DECEIVE, OR DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION OR FAILS TO PROVIDE COMPLETE INFORMATION OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND MAY BE PROSECUTED UNDER STATE LAW AND MAY BE GUILTY OF A FELONY AND SUBJECT TO CRIMINAL AND CIVIL PENALTIES, FINES, DENIAL OF INSURANCE OR CONFINEMENT IN PRISON.

LCW
INITIAL HERE

XVI. PLEASE READ AND SIGN

ON BEHALF OF THE ENTITY APPLYING FOR COVERAGE HEREIN:

I HEREBY DECLARE THAT THE ABOVE STATEMENTS AND PARTICULARS ARE TRUE AND THAT NO MATERIAL FACT HAS BEEN KNOWINGLY SUPPRESSED OR MISSTATED.

I AGREE THAT THIS APPLICATION SHALL BE THE BASIS OF THE CONTRACT WITH THE COMPANY.

I AGREE TO NOTIFY THE COMPANY IF THERE IS ANY FUTURE MATERIAL CHANGE IN ANY ANSWER TO THIS APPLICATION, INCLUDING WITHOUT LIMITATION, ANY CHANGE IN PROFESSIONAL SPECIALTY, AFFILIATION, OR WORKING ARRANGEMENT WITH ANY PHYSICIAN, DENTIST, FIRM OR PROFESSIONAL ASSOCIATION.

I UNDERSTAND THAT ANY MATERIAL MISREPRESENTATION OR OMISSION MADE ON THIS APPLICATION MAY ACT TO RENDER ANY CONTRACT OF INSURANCE NULL AND WITHOUT EFFECT OR PROVIDE THE COMPANY WITH THE RIGHT TO RESCIND COVERAGE.

BY MAKING THIS APPLICATION, I AM NOT RELYING UPON ANY ORAL OR WRITTEN REPRESENTATION THAT COVERAGE HAS OR WILL BE EXTENDED OR THAT A POLICY OF INSURANCE WILL BE ISSUED.

I FURTHER UNDERSTAND AND AGREE THAT THERE IS NO RIGHT TO DEMAND OR EXPECT COVERAGE UNTIL THE COMPANY HAS: (1) RECEIVED A COMPLETED APPLICATION; (2) OFFERED A PREMIUM QUOTE; AND (3) RECEIVED, AS A PRECONDITION TO COVERAGE, THE TOTAL PREMIUM DUE OR, IF THE COMPANY HAS AGREED TO FINANCE THE PREMIUM, THE FIRST INSTALLMENT DUE. IN ADDITION, I UNDERSTAND THAT IF THE PREMIUM OR FIRST INSTALLMENT IS PAID BY CHECK, ELECTRONIC TRANSFER OR MONEY ORDER, IT SHALL NOT BE CONSIDERED AS "RECEIVED" BY THE COMPANY UNTIL IT HAS BEEN HONORED BY THE BANK.

I AGREE THAT IF THESE TERMS ARE NOT COMPLIED WITH, THERE WILL BE NO COVERAGE FOR ANY CLAIM UNDER ANY POLICY OF INSURANCE FOR WHICH THIS APPLICATION IS BEING SUBMITTED. I FURTHER ACKNOWLEDGE THAT ANY AND ALL RESPONSES TO QUESTIONS, STATEMENTS AND EXPLANATIONS MADE IN THIS APPLICATION, OR IN ANY AND ALL DOCUMENTS, SUPPLEMENTAL PAGES OR OTHER ATTACHMENTS (HEREINAFTER "ATTACHMENTS") ARE TRUE AND THAT I, NOR ANY APPLICANT, HAVE KNOWINGLY SUPPRESSED OR MISSTATED ANY MATERIAL FACTS AND I, AND ANY APPLICANT, AGREE THAT THIS APPLICATION, AND ANY ATTACHMENTS, SHALL BE THE BASIS OF THE CONTRACT WITH THE COMPANY.

I ALSO UNDERSTAND THAT THE COMPANY MAY WISH TO CONTACT PERSONS, HOSPITALS, SCHOOLS, EMPLOYERS, INSURANCE AGENTS, PROFESSIONAL LIABILITY INSURERS OR OTHER INDIVIDUALS OR ENTITIES TO VERIFY AND/OR ASCERTAIN INFORMATION REGARDING CREDENTIALS AND BACKGROUND BOTH PRIOR TO AND, IF ISSUED, AFTER THE ISSUANCE OF CONTRACT OF INSURANCE. THEREFORE, I HEREBY INSTRUCT ANY SUCH PERSON, HOSPITAL, SCHOOL, EMPLOYER, INSURANCE AGENT, PROFESSIONAL LIABILITY INSURER OR OTHER ENTITY TO RELEASE TO THE COMPANY ANY INFORMATION REQUESTED, WHICH THE COMPANY, IN GOOD FAITH, BELIEVES TO BE APPLICABLE AND PERTINENT TO THIS APPLICATION, AND IF ISSUED, THE CONTRACT OF INSURANCE ISSUED HEREUNDER.

Andrew R. Com
SIGNATURE OF OFFICER OR AUTHORIZED REPRESENTATIVE

COO
TITLE

4/27/16
DATE

XVII. SUPPLEMENTAL INFORMATION

Four empty horizontal lines for supplemental information.

IV. Clinic Operations

L. – Fractures, if applicable, please describe the level:

For fractures, Orthopaedics clinics do perform physician exams, x-rays as needed, and casting/splinting as needed as well. Additionally, sometimes, reduce fractures are also performed in the clinics. Occasionally, the physicians have to reduce distal radial fractures that have come from the ER and need re-splinting and a reduction. It is not often, but this is performed on occasion.

VII. Credentialing

1. Liability Insurance – What are the required minimum limits of liability:

Staff Physician or Dentist \$ 500,000 per claim / \$ 1,500,000 enrollment year aggregate

Resident \$ 100,000 per claim / \$ 300,000 enrollment year aggregate

Medical or Dental Student \$ 25,000 per claim / \$ 75,000 enrollment year aggregate

Plan Annual Aggregate \$ 30,000,000

2. Retired physicians are normally covered by the departments same as regular physicians.

E. Non-physician medical professionals - \$ 500,000 per claim / \$ 1,500,000 enrollment year aggregate

X. Excess Liability – Monitoring of Quality Indicators

UTP is currently involved in an extensive, comprehensive program for quality and value outcomes as it relates to patient care. There are a variety of clinical measures in place that are continuously monitored by at least two different committees, one is Clinical Analytics the second being the Quality Council. Each is made up of a multi-disciplinary group of clinical and non-clinical UT staff who have data point access to each of UT's Primary Care Providers. Additionally each of the providers has un-blinded access to their individual performance data and can compare their performance in meeting the clinical measures with their peers.

Currently the measures we are using for quality and outcomes analysis are as follows

Every patient at every visit has a reconciliation of all medications they are taking, whether prescription or OTC.

The patients BMI (Basal Metabolic Index) is calculated at each visit. If over or under acceptable targets it will be addressed.

All CBC's (Community Based Clinics) utilize Nurse Case Managers to identify complex medical case patients and follow them closely with their individual physicians in a chronic disease registry. These conditions include Asthma, Diabetes, Congestive Heart Failure, COPD, and Coronary Artery Disease. The Nurse Managers work closely with the physicians to ensure timely, appropriate care for the high risk patients.

Each CBC has access to a Clinical Pharmacologist who evaluates each patient for potential drug interactions and appropriate drug usage.

All Medicare patients for are additionally carefully monitored for a variety of measures that are entered into the EMR for data analysis.

Included in these measures which are generally grouped as patient and caregiver experience, patient safety, at risk patients and preventative care. These measures are specifically addressed by utilizing the following metrics.

Screening for risk of falling and intervention if needed

Screening for depression and intervention if needed

Ensuring the patient is up to date with yearly vaccinations for Influenza and appropriate Pneumonia vaccinations

Screening for tobacco use and intervention if needed

Screening for early cancer detection including age and condition indicated guidelines for Colon and Breast Cancer

Close monitoring of diabetic patients with a goal of Hemoglobin A1C levels under 9, monitoring the diabetic patients for yearly eye exams for early diagnosis of diabetic retinopathy

Patients with Ischemic Vascular Disease are monitored for concomitant Aspirin use

All patients are monitored for control of Blood Pressure with the goal of 140/90. Treatment protocols are adjusted as needed to achieve the target

Heart Failure patients are monitored for concomitant use of Beta Blocker medications

Additional measures such as patient and care giver experience are monitored through surveys sent to patients after a clinic visit, results are tabulated and distributed to the clinics for review and an action plan if needed

Initially targeted at the Medicare population these measure are now being applied to all patients seen in UT Primary Care clinics. This effort will be expanded to all patients seen in all UTP clinics ensuring a minimum standard of expected care for all our patients. All of these measures follow current best practices and evidence based guidelines for appropriate care. Additional clinical quality measures are

Exhibit 9

added as needed through recommendations from the Clinical Analytics Committee and the Quality Council.

Certain of the CBC sites are additionally involved in a program allowing access to data for performance improvement through measurement of hospitalized patients' length of stay, readmission rates, and cost of care for the patient compared to similar patients' costs.

National Fire & Marine Insurance Company

Omaha, Nebraska

DECLARATIONS

NOTICE: This policy may contain claims-made coverage. Please read this policy carefully.

Policy Number: HN005259		
ITEM 1	FIRST NAMED INSURED: UT Physicians ADDRESS: 6414 Fannin #1500 Houston, TX 77030	
ITEM 2	POLICY PERIOD: From 06/30/2016 to 06/30/2017 Both days at 12:01 a.m. at the address of the First Named Insured as stated herein.	
ITEM 3	COVERAGES SELECTED: (Please refer to the applicable Schedule of Insureds for limits, deductibles, retentions, etc.)	
		Occurrence Claims-Made
	HEALTH CARE FACILITIES PROFESSIONAL LIABILITY	<input type="checkbox"/> <input checked="" type="checkbox"/>
	COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/> <input type="checkbox"/>
	EMPLOYEE BENEFITS LIABILITY	<input type="checkbox"/> <input checked="" type="checkbox"/>
	CYBER-LIABILITY/REGULATORY FINES & PENALTIES/CRISIS MANAGEMENT/DATA PROTECTION REPUTATIONAL HARM INSURANCE	<input type="checkbox"/> <input checked="" type="checkbox"/>
ITEM 4	COVERAGES NOT SELECTED: PHYSICIANS PROFESSIONAL LIABILITY HEALTH CARE PROVIDERS PROFESSIONAL LIABILITY EMPLOYER'S LIABILITY MANAGED CARE ERRORS AND OMISSIONS EXECUTIVE LIABILITY, ENTITY LIABILITY, EMPLOYMENT PRACTICES LIABILITY, AND THIRD PARTY LIABILITY	
ITEM 5	TOTAL PREMIUM:	\$
	(May reflect deposit premium, which is subject to audit. The premium does not include any surplus lines tax, which must be collected by the producer.)	
ITEM 6	PRODUCER:	

IN WITNESS WHEREOF, National Fire & Marine Insurance Company has caused this policy to be signed by its President (and countersigned by its duly Authorized Representative, where necessary).


President

Countersigned By: _____

Date: _____

POLICY DECLARATIONS

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Edition Date: 1/2011

National Fire & Marine Insurance Company

Omaha, Nebraska

**SCHEDULE OF INSURED FACILITIES
HEALTH CARE FACILITIES PROFESSIONAL LIABILITY
(CLAIMS-MADE)**

DECLARATIONS	
Policy Number: HN005259	First Named Insured: UT Physicians

DEDUCTIBLE - LOSS ONLY**MODIFIED COVERAGE**

Per Event Deductible: \$ 50,000

FNI

SCHEDULE OF INSURED

In consideration of the payment of the premium due, and in reliance upon the representations of all Insureds, the Company and the Insureds agree the following entities are designated as insured facilities.

INSURED FACILITY	ID NUMBER	RETRO-ACTIVE DATE	MODIFIED COVERAGE	PER EVENT/ AGGREGATE LIMIT OF LIABILITY	PREMIUM
UT Physicians	250924	06/30/2003		\$ 1,000,000 / \$ 3,000,000	
Bayshore Family	944373	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
Bellaire Family General Practice	944378	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
Bellaire Health Center	944380	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
Bellaire Non-invasive Cardiology	944386	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
Bellaire Surgery Specialty Timeshare	944432	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
Bellaire Surgical Specialties	944384	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
Bellaire Women's Ctr Wellness	944388	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
Center for Healthy Aging	944396	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
Cinco Ranch & Cinco Ranch Non Invasive	944367	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
Convenient Care Ctr-Summer Creek	944399	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included

HEALTH CARE FACILITIES PROFESSIONAL LIABILITY

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Edition Date: 1/2011

Policy Number: HN005259	First Named Insured: UT Physicians
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INSURED FACILITY	ID NUMBER	RETRO-ACTIVE DATE	MODIFIED COVERAGE	PER EVENT/ AGGREGATE LIMIT OF LIABILITY	PREMIUM
EP Heart-Huntsville Clinic Timeshare	944409	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
Family Practice Clinic	944360	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
General, Plastic	944375	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
Greenspoint Clinic	944433	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
Gynecologic Oncology	945110	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
Heights Clinic	944410	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
Hillcroft Medical Center Timeshare	944428	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
Memorial Bone and Joint Clinic	944381	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
Memorial City Iron Man	944379	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
Memorial City Pedi Specialties	944413	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
Memorial Herman SE Cardiology - Dr. Bapat	944376	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
Memorial Hermann Humble (NE) Orthopaedics Timeshare	944411	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
Memorial Hermann NE CV Surgery	944408	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
Memorial Southeast CV Surgery	944422	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
Memorial Southeast Orthopaedic	944404	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
Memorial Southeast Otorhinolaryngology	944405	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
Memorial Sugarland Ortho	944417	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
Memorial SW Oncology Timeshare	944420	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
MHHS SE CV Vascular	944370	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
MHMP Cardiovascular Surgery	944397	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included

HEALTH CARE FACILITIES PROFESSIONAL LIABILITY

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Edition Date: 1/2011

Policy Number: HN005259	First Named Insured: UT Physicians
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INSURED FACILITY	ID NUMBER	RETRO-ACTIVE DATE	MODIFIED COVERAGE	PER EVENT/ AGGREGATE LIMIT OF LIABILITY	PREMIUM
Neurology Adult	944371	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
Neurology MNA Timeshare	944415	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
Northwest Orthopedics NW Doctors Plaza	944383	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
OB Gyn Physician Office	944369	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
ORL Bellaire Timeshare	944427	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
Otorhinolaryngolgy	944358	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
Otorhinolaryngology, Hearing Aids	944429	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
Pedi Ortho	944374	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
Pediatric Cardiology/Pediatric	944400	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
Psychitry Clinic/Phychiatry	944402	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
Saint Joseph's Maternal Fetal Clinic	944390	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
Sienna Non-Invasive Cardiology	944394	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
Sienna Plantation Health Center	944392	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
Sports Medicine Institute Timeshare	944407	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
SW Jones Ortho, Medical Plaza 4	944385	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
Urology Clinic	944366	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
UT Bay Area Pediatric	1069815	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
UT Bellaire Orthopedic Center	944357	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
UT Center for Autoimmunity, Rheumatology, Infusion	944426	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
UT Katy Ortho Clinic	944356	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included

HEALTH CARE FACILITIES PROFESSIONAL LIABILITY

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INSURED FACILITY	ID NUMBER	RETRO-ACTIVE DATE	MODIFIED COVERAGE	PER EVENT/ AGGREGATE LIMIT OF LIABILITY	PREMIUM
UT Ortho Trauma	944430	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
UT Woodlands Orthopedics	944387	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
UTP Bay Area Rectal Clinic - Memorial City	1069818	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
Utp Bayshore MultiSpecialty Clinic	1069816	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
UTP Clear Lake SE CV Surgery	944416	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
UTP Colon & Rectal Clinic - TMC Smith TwrStg	1069823	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
UTP Colon & Rectal Clinic - Katy	1069817	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
UTP Colon & Rectal Clinic - Memorial City	1093807	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
UTP Colon & Rectal Clinic - Peakwood	1069819	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
UTP Colon & Rectal Clinic - Southeast	1069820	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
UTP Colon & Rectal Clinic - Sugar Land	1069821	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
UTP Colon & Rectal Clinic - The Woodlands	1069822	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
UTP Colon & Rectal Clinic - TMC	1069827	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
UTP Colon & Rectal Clinic - TMC South TwrStg	1069824	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
UTP Colon and Rectal	944365	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
UTP Comprehensive Sickle Cell Clinic	1069828	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
UTP CV Surgery at Memorial City	944414	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
UTP Dashwood Behavioral Health	944425	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
UTP Dashwood Healthcenter	944421	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
UTP Dashwood Multispecialty	944418	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included

HEALTH CARE FACILITIES PROFESSIONAL LIABILITY

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INSURED FACILITY	ID NUMBER	RETRO-ACTIVE DATE	MODIFIED COVERAGE	PER EVENT/AGGREGATE LIMIT OF LIABILITY	PREMIUM
UTP Dashwood Pediatrics	944419	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
UTP Dermatology	944359	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
UTP EP Heart	1069829	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
UTP EP Heart - Clear Lake	944393	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
UTP EP Heart-Conroe Timeshare	945113	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
UTP EP Heart-TMC Timeshare	944395	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
UTP EP Heart-Willowbrook Timeshare	944389	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
UTP EP Heart-Woodlands	944391	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
UTP Gynecologic-Oncology Ctr at Mem City	944401	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
UTP Hosp - Bellaire	1069830	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
UTP Hosp - Bellaire Radiology	1069831	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
UTP Hosp - TMC/BINZ	1069832	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
UTP Hosp - West Houston	1069833	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
UTP Orthopedic Clinic	1069834	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
UTP Orthopedic Surgery Pearland East	941159	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
UTP Pediatric Center of Katy	944364	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
UTP Pediatric Health Center @ Cinco	1069835	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
UTP Pediatric Neurology	944362	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
UTP Physicians EP Heart	944443	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
UTP Primary Care at Smith Tower	944398	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included

HEALTH CARE FACILITIES PROFESSIONAL LIABILITY

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Policy Number: HN005259	First Named Insured: UT Physicians
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INSURED FACILITY	ID NUMBER	RETRO-ACTIVE DATE	MODIFIED COVERAGE	PER EVENT/ AGGREGATE LIMIT OF LIABILITY	PREMIUM
UTP Richmond Bone & Joint Clinic	944436	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
UTP Richmond Bone & Joint Clinic - Katy	944437	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
UTP Richmond Bone & Joint Clinic-Sugar Land, Texas	944435	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
UTP Southeast EP	944423	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
UTP The Davis Clinic	944441	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
UTP TMC Orthopedics Expansion	1069836	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
UTP Urogynecology and Gynecologic Oncology Timeshare	944434	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
UTP Urogynecology Center	1069837	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
UTP Vintage Park EP	941157	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
UTP Wellness Services	944442	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
UTP Women's Center	944412	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
UTP Women's Ctr @ Memorial City	944403	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
UTP Woodland Pediatric Specialists	1069838	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
Weight Loss, Gen Med, Priority Care, Endo, Infectious Disease, Nephrology, Cardiology, Pulmonary, Wound Care	944363	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
Women's Center, Maternal Fetal	944368	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included
Woodlands PEDI Specialty Clinic Timeshare	944406	06/30/2003		\$ 1,000,000 / \$ 3,000,000	Included

HEALTH CARE FACILITIES PROFESSIONAL LIABILITY

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Edition Date: 1/2011

National Fire & Marine Insurance Company

Omaha, Nebraska

**SCHEDULE OF INSURED BUSINESSES
COMMERCIAL GENERAL LIABILITY
(OCCURRENCE)**

DECLARATIONS	
Policy Number: HN005259	First Named Insured: UT Physicians

DEDUCTIBLE - LOSS ONLY

Per Event Deductible: \$ 50,000

MODIFIED COVERAGE

FNI

LIMITS OF LIABILITY

Per Event Limit of Liability: \$ 1,000,000

Damage to Premises Rented to an Insured Business: \$ 100,000

Personal and Advertising Injury
Limit of Liability (Per Person): \$ 1,000,000

General Aggregate Limit of Liability: \$ 3,000,000

Products Completed Operations Hazard
Aggregate Limit of Liability: \$ 3,000,000

SCHEDULE OF INSURED

In consideration of the payment of the premium due, and in reliance upon the representations of all Insureds, the Company and the Insureds agree the following entities are designated as insured businesses.

INSURED BUSINESS	ID NUMBER	MODIFIED COVERAGE	PREMIUM
UT Physicians	250924		
Bayshore Family	944373		Included
Bellaire Family General Practice	944378		Included
Bellaire Health Center	944380		Included
Bellaire Non-invasive Cardiology	944386		Included
Bellaire Surgery Specialty Timeshare	944432		Included

COMMERCIAL GENERAL LIABILITY

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Edition Date: 1/2011

Policy Number: HN005259	First Named Insured: UT Physicians
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INSURED BUSINESS	ID NUMBER	MODIFIED COVERAGE	PREMIUM
Bellaire Surgical Specialties	944384		Included
Bellaire Women's Ctr Wellness	944388		Included
Center for Healthy Aging	944396		Included
Cinco Ranch & Cinco Ranch Non Invasive	944367		Included
Convenient Care Ctr-Summer Creek	944399		Included
EP Heart-Huntsville Clinic Timeshare	944409		Included
Family Practice Clinic	944360		Included
General, Plastic	944375		Included
Greenspoint Clinic	944433		Included
Gynecologic Oncology	945110		Included
Heights Clinic	944410		Included
Hillcroft Medical Center Timeshare	944428		Included
Memorial Bone and Joint Clinic	944381		Included
Memorial City Iron Man	944379		Included
Memorial City Pedi Specialties	944413		Included
Memorial Herman SE Cardiology - Dr. Bapat	944376		Included
Memorial Hermann Humble (NE) Orthopaedics Timeshare	944411		Included
Memorial Hermann NE CV Surgery	944408		Included
Memorial Southeast CV Surgery	944422		Included
Memorial Southeast Orthopaedic	944404		Included
Memorial Southeast Otorhinolaryngology	944405		Included
Memorial Sugarland Ortho	944417		Included
Memorial SW Oncology Timeshare	944420		Included
MHHS SE CV Vascular	944370		Included
MHMP Cardiovascular Surgery	944397		Included
Neurology Adult	944371		Included
Neurology MNA Timeshare	944415		Included
Northwest Orthopedics NW Doctors Plaza	944383		Included
OB Gyn Physician Office	944369		Included
ORL Bellaire Timeshare	944427		Included
Otorhinolaryngolgy	944358		Included
Otorhinolaryngology, Hearing Aids	944429		Included
Pedi Ortho	944374		Included
Pediatric Cardiology/Pediatric	944400		Included

COMMERCIAL GENERAL LIABILITY

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Edition Date: 1/2011

Policy Number: HN005259	First Named Insured: UT Physicians
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INSURED BUSINESS	ID NUMBER	MODIFIED COVERAGE	PREMIUM
Psychitry Clinic/Phychiatry	944402		Included
Saint Joseph's Maternal Fetal Clinic	944390		Included
Sienna Non-Invasive Cardiology	944394		Included
Sienna Plantation Health Center	944392		Included
Sports Medicine Institute Timeshare	944407		Included
SW Jones Ortho, Medical Plaza 4	944385		Included
Urology Clinic	944366		Included
UT Bay Area Pediatric	1069815		Included
UT Bellaire Orthopedic Center	944357		Included
UT Center for Autoimmunity, Rhecumatology, Infusion	944426		Included
UT Ortho Trauma	944430		Included
UT Woodlands Orthopedics	944387		Included
Utp Bayshore MultiSpecialty Clinic	1069816		Included
UTP Clear Lake SE CV Surgery	944416		Included
UTP Comprehensive Sickle Cell Clinic	1069828		Included
UTP CV Surgery at Memorial City	944414		Included
UTP Dashwood	1093823		Included
UTP Dermatology	944359		Included
UTP EP Heart	1069829		Included
UTP Gynecologic-Oncology Ctr at Mem City	944401		Included
UTP Orthopedic Clinic	1069834		Included
UTP Pediatric Health Center @ Cinco	1069835		Included
UTP Pediatric Neurology	944362		Included
UTP Physicians EP Heart	944443		Included
UTP Primary Care at Smith Tower	944398		Included
UTP Richmond Bone & Joint Clinic	944436		Included
UTP Southeast EP	944423		Included
UTP The Davis Clinic	944441		Included
UTP TMC Orthopedics Expansion	1069836		Included
UTP Urogynecology and Gynecologic Oncology Timeshare	944434		Included
UTP Urogynecology Center	1069837		Included
UTP Wellness Services	944442		Included
UTP Women's Center	944412		Included
UTP Women's Ctr @ Memorial City	944403		Included

COMMERCIAL GENERAL LIABILITY

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Edition Date: 1/2011

Policy Number: HN005259	First Named Insured: UT Physicians
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INSURED BUSINESS	ID NUMBER	MODIFIED COVERAGE	PREMIUM
UTP Woodland Pediatric Specialists	1069838		Included
Weight Loss, Gen Med, Priority Care, Endo, Infectious Disease, Nephrology, Cardiology, Pulmonary, Wound Care	944363		Included
Women's Center, Maternal Fetal	944368		Included
Woodlands Pedi Specialty Clinic Timeshare	944406		Included

COMMERCIAL GENERAL LIABILITY

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Edition Date: 1/2011

National Fire & Marine Insurance Company

Omaha, Nebraska

**SCHEDULE OF INSURED BUSINESSES
COMMERCIAL GENERAL LIABILITY
(OCCURRENCE)**

DECLARATIONS	
Policy Number: HN005259	First Named Insured: UT Physicians

DEDUCTIBLE - LOSS ONLY

Per Event Deductible: \$ 50,000

MODIFIED COVERAGE

FNI

LIMITS OF LIABILITY

Per Event Limit of Liability: \$ 2,000,000

Damage to Premises Rented to an Insured Business: \$ 100,000

Personal and Advertising Injury
Limit of Liability (Per Person): \$ 2,000,000

General Aggregate Limit of Liability: \$ 4,000,000

Products Completed Operations Hazard
Aggregate Limit of Liability: \$ 4,000,000

SCHEDULE OF INSURED

In consideration of the payment of the premium due, and in reliance upon the representations of all Insureds, the Company and the Insureds agree the following entities are designated as insured businesses.

INSURED BUSINESS	ID NUMBER	MODIFIED COVERAGE	PREMIUM
UT Katy Ortho Clinic	944356		Included
UTP Colon and Rectal	944365		Included
UTP Orthopedic Surgery Pearland East	941159		Included
UTP Pediatric Center of Katy	944364		Included
UTP Vintage Park EP	941157		Included

COMMERCIAL GENERAL LIABILITY

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National Fire & Marine Insurance Company

Omaha, Nebraska

**SCHEDULE OF INSURED EMPLOYERS
EMPLOYEE BENEFITS LIABILITY
(CLAIMS-MADE)**

DECLARATIONS	
Policy Number: HN005259	First Named Insured: UT Physicians

DEDUCTIBLE - LOSS ONLY

MODIFIED COVERAGE

Per Event Deductible: \$ 1,000

FNI

SCHEDULE OF INSUREDS

In consideration of the payment of the premium due, and in reliance upon the representations of all Insureds, the Company and the Insureds agree the following entities are designated as insured employers.

INSURED EMPLOYER	ID NUMBER	RETRO-ACTIVE DATE	MODIFIED COVERAGE	PER EVENT/ AGGREGATE LIMIT OF LIABILITY	PREMIUM
UT Physicians	250924	06/30/2012		\$ 1,000,000 / \$ 3,000,000	

EMPLOYEE BENEFITS LIABILITY

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National Fire & Marine Insurance Company

Omaha, Nebraska

SCHEDULE OF INSUREDS
CYBER-LIABILITY/REGULATORY PROCEEDING/CRISIS MANAGEMENT/DATA PROTECTION
REPUTATIONAL HARM
(CLAIMS-MADE)

DECLARATIONS	
Policy Number: HN005259	First Named Insured: UT Physicians

RETENTION

Coverages A-M: \$ N/A each Claim

TIME RETENTION

Coverages E(2) and G: 8 hours

LIMITS OF LIABILITY

Coverage A - Multimedia Liability: \$ 50,000

Coverage B - Security and Privacy Liability: \$ 50,000

Coverage C - Privacy Regulatory Defense and Penalties: \$ 50,000

Coverage D - Privacy Breach Response Costs, Customer Notification Expenses, and Customer Support and Credit Monitoring Expenses: \$ 50,000

Coverage E - Network Asset Protection: \$ 50,000

Coverage F - Cyber Extortion: \$ 50,000

Coverage G - Cyber Terrorism: \$ 50,000

Coverage H - Regulatory Proceeding: \$ N/A

Coverage I - Evacuation Expense Reimbursement: \$ 50,000

Coverage J - Disinfection Expense Reimbursement: \$ 50,000

Coverage K - Public Relations Expense Reimbursement: \$ 50,000

Coverage L - E-Discovery Claim Expenses and E-Discovery Regulatory Investigation Expenses: \$ 50,000

Coverage M - Data Protection Reputational Harm: \$ 50,000

Aggregate Limit of Liability for this Insuring Agreement: \$ 50,000

CYBER-LIABILITY/REGULATORY PROCEEDING/CRISIS MANAGEMENT/DATA PROTECTION/
 REPUTATIONAL HARM

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Edition Date: 12/2011

SCHEDULE OF INSURED

In consideration of the payment of the premium due, and in reliance upon the representations of all Insureds, the Company and the Insureds agree the following Insured Business(es) are designated as Insureds.

INSURED	ID NUMBER	RETROACTIVE DATE	MODIFIED COVERAGE	PREMIUM
UT Physicians	250924	06/30/2013		Included
Bayshore Family	944373	06/30/2015	FNI	Included
Bellaire Family General Practice	944378	06/30/2015	FNI	Included
Bellaire Health Center	944380	06/30/2015	FNI	Included
Bellaire Non-invasive Cardiology	944386	06/30/2015	FNI	Included
Bellaire Surgery Specialty Timeshare	944432	06/30/2015	FNI	Included
Bellaire Surgical Specialties	944384	06/30/2015	FNI	Included
Bellaire Women's Ctr Wellness	944388	06/30/2015	FNI	Included
Center for Healthy Aging	944396	06/30/2015	FNI	Included
Cinco Ranch & Cinco Ranch Non Invasive	944367	06/30/2015	FNI	Included
Convenient Care Ctr-Summer Creek	944399	06/30/2015	FNI	Included
EP Heart-Huntsville Clinic Timeshare	944409	06/30/2015	FNI	Included
Family Practice Clinic	944360	06/30/2015	FNI	Included
General, Plastic	944375	06/30/2015	FNI	Included
Greenspoint Clinic	944433	06/30/2015	FNI	Included
Gynecologic Oncology	945110	06/30/2015	FNI	Included
Heights Clinic	944410	06/30/2015	FNI	Included
Hillcroft Medical Center Timeshare	944428	06/30/2015	FNI	Included
Memorial Bone and Joint Clinic	944381	06/30/2015	FNI	Included
Memorial City Iron Man	944379	06/30/2015	FNI	Included
Memorial City Pedi Specialties	944413	06/30/2015	FNI	Included
Memorial Herman SE Cardiology - Dr. Bapat	944376	06/30/2015	FNI	Included
Memorial Hermann Humble (NE) Orthopaedics Timeshare	944411	06/30/2015	FNI	Included
Memorial Hermann NE CV Surgery	944408	06/30/2015	FNI	Included
Memorial Southeast CV Surgery	944422	06/30/2015	FNI	Included
Memorial Southeast Orthopaedic	944404	06/30/2015	FNI	Included
Memorial Southeast Otorhinolaryngology	944405	06/30/2015	FNI	Included
Memorial Sugarland Ortho	944417	06/30/2015	FNI	Included
Memorial SW Oncology Timeshare	944420	06/30/2015	FNI	Included
MHHS SE CV Vascular	944370	06/30/2015	FNI	Included
MHMP Cardiovascular Surgery	944397	06/30/2015	FNI	Included
Neurology Adult	944371	06/30/2015	FNI	Included
Neurology MNA Timeshare	944415	06/30/2015	FNI	Included

CYBER-LIABILITY/REGULATORY PROCEEDING/CRISIS MANAGEMENT/DATA PROTECTION/
REPUTATIONAL HARM

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Edition Date: 12/2011

Policy Number: HN005259	First Named Insured: UT Physicians
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INSURED	ID NUMBER	RETROACTIVE DATE	MODIFIED COVERAGE	PREMIUM
Northwest Orthopedics NW Doctors Plaza	944383	06/30/2015	FNI	Included
OB Gyn Physician Office	944369	06/30/2015	FNI	Included
ORL Bellaire Timeshare	944427	06/30/2015	FNI	Included
Otorhinolaryngology	944358	06/30/2015	FNI	Included
Otorhinolaryngology, Hearing Aids	944429	06/30/2015	FNI	Included
Pedi Ortho	944374	06/30/2015	FNI	Included
Pediatric Cardiology/Pediatric	944400	06/30/2015	FNI	Included
Psychitry Clinic/Phychiatry	944402	06/30/2015	FNI	Included
Saint Joseph's Maternal Fetal Clinic	944390	06/30/2015	FNI	Included
Sienna Non-Invasive Cardiology	944394	06/30/2015	FNI	Included
Sienna Plantation Health Center	944392	06/30/2015	FNI	Included
Sports Medicine Institute Timeshare	944407	06/30/2015	FNI	Included
SW Jones Ortho, Medical Plaza 4	944385	06/30/2015	FNI	Included
Urology Clinic	944366	06/30/2015	FNI	Included
UT Bay Area Pediatric	1069815	06/30/2015	FNI	Included
UT Bellaire Orthopedic Center	944357	06/30/2015	FNI	Included
UT Center for Autoimmunity, Rheumatology, Infusion	944426	06/30/2015	FNI	Included
UT Katy Ortho Clinic	944356	06/30/2015	FNI	Included
UT Ortho Trauma	944430	06/30/2015	FNI	Included
UT Woodlands Orthopedics	944387	06/30/2015	FNI	Included
UTP Bay Area Rectal Clinic - Memorial City	1069818	06/30/2015	FNI	Included
Utp Bayshore MultiSpecialty Clinic	1069816	06/30/2015	FNI	Included
UTP Clear Lake SE CV Surgery	944416	06/30/2015	FNI	Included
UTP Colon & Rectal Clinic - TMC Smith TwrStg	1069823	06/30/2015	FNI	Included
UTP Colon & Rectal Clinic - Katy	1069817	06/30/2015	FNI	Included
UTP Colon & Rectal Clinic - Memorial City	1093807	06/30/2015	FNI	Included
UTP Colon & Rectal Clinic - Peakwood	1069819	06/30/2015	FNI	Included
UTP Colon & Rectal Clinic - Southeast	1069820	06/30/2015	FNI	Included
UTP Colon & Rectal Clinic - Sugar Land	1069821	06/30/2015	FNI	Included
UTP Colon & Rectal Clinic - The Woodlands	1069822	06/30/2015	FNI	Included
UTP Colon & Rectal Clinic - TMC	1069827	06/30/2015	FNI	Included
UTP Colon & Rectal Clinic - TMC South TwrStg	1069824	06/30/2015	FNI	Included
UTP Colon and Rectal	944365	06/30/2015	FNI	Included
UTP Comprehensive Sickle Cell Clinic	1069828	06/30/2015	FNI	Included

**CYBER-LIABILITY/REGULATORY PROCEEDING/CRISIS MANAGEMENT/DATA PROTECTION/
REPUTATIONAL HARM**

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Edition Date: 12/2011

Policy Number: HN005259	First Named Insured: UT Physicians
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INSURED	ID NUMBER	RETROACTIVE DATE	MODIFIED COVERAGE	PREMIUM
UTP CV Surgery at Memorial City	944414	06/30/2015	FNI	Included
UTP Dashwood Behavioral Health	944425	06/30/2015	FNI	Included
UTP Dashwood Healthcenter	944421	06/30/2015	FNI	Included
UTP Dashwood Multispecialty	944418	06/30/2015	FNI	Included
UTP Dashwood Pediatrics	944419	06/30/2015	FNI	Included
UTP Dermatology	944359	06/30/2015	FNI	Included
UTP EP Heart	1069829	06/30/2015	FNI	Included
UTP EP Heart - Clear Lake	944393	06/30/2015	FNI	Included
UTP EP Heart-Conroe Timeshare	945113	06/30/2015	FNI	Included
UTP EP Heart-TMC Timeshare	944395	06/30/2015	FNI	Included
UTP EP Heart-Willowbrook Timeshare	944389	06/30/2015	FNI	Included
UTP EP Heart-Woodlands	944391	06/30/2015	FNI	Included
UTP Gynecologic-Oncology Ctr at Mem City	944401	06/30/2015	FNI	Included
UTP Hosp - Bellaire	1069830	06/30/2015	FNI	Included
UTP Hosp - Bellaire Radiology	1069831	06/30/2015	FNI	Included
UTP Hosp - TMC/BINZ	1069832	06/30/2015	FNI	Included
UTP Hosp - West Houston	1069833	06/30/2015	FNI	Included
UTP Orthopedic Clinic	1069834	06/30/2015	FNI	Included
UTP Orthopedic Surgery Pearland East	941159	06/30/2015	FNI	Included
UTP Pediatric Center of Katy	944364	06/30/2015	FNI	Included
UTP Pediatric Health Center @ Cinco	1069835	06/30/2015	FNI	Included
UTP Pediatric Neurology	944362	06/30/2015	FNI	Included
UTP Physicians EP Heart	944443	06/30/2015	FNI	Included
UTP Primary Care at Smith Tower	944398	06/30/2015	FNI	Included
UTP Richmond Bone & Joint Clinic	944436	06/30/2015	FNI	Included
UTP Richmond Bone & Joint Clinic - Katy	944437	06/30/2015	FNI	Included
UTP Richmond Bone & Joint Clinic-Sugar Land, Texas	944435	06/30/2015	FNI	Included
UTP Southeast EP	944423	06/30/2015	FNI	Included
UTP The Davis Clinic	944441	06/30/2015	FNI	Included
UTP TMC Orthopedics Expansion	1069836	06/30/2015	FNI	Included
UTP Urogynecology and Gynecologic Oncology Timeshare	944434	06/30/2015	FNI	Included
UTP Urogynecology Center	1069837	06/30/2015	FNI	Included
UTP Vintage Park EP	941157	06/30/2015	FNI	Included
UTP Wellness Services	944442	06/30/2015	FNI	Included
UTP Women's Center	944412	06/30/2015	FNI	Included

CYBER-LIABILITY/REGULATORY PROCEEDING/CRISIS MANAGEMENT/DATA PROTECTION/
REPUTATIONAL HARM

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Edition Date: 12/2011

Policy Number: HN005259	First Named Insured: UT Physicians
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INSURED	ID NUMBER	RETROACTIVE DATE	MODIFIED COVERAGE	PREMIUM
UTP Women's Ctr @ Memorial City	944403	06/30/2015	FNI	Included
UTP Woodland Pediatric Specialists	1069838	06/30/2015	FNI	Included
Weight Loss, Gen Med, Priority Care, Endo, Infectious Disease, Nephrology, Cardiology, Pulmonary, Wound Care	944363	06/30/2015	FNI	Included
Women's Center, Maternal Fetal	944368	06/30/2015	FNI	Included
Woodlands PEDI Specialty Clinic Timeshare	944406	06/30/2015	FNI	Included

**CYBER-LIABILITY/REGULATORY PROCEEDING/CRISIS MANAGEMENT/DATA PROTECTION/
REPUTATIONAL HARM**

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Edition Date: 12/2011

National Fire & Marine Insurance Company

Omaha, Nebraska

All effective dates are 12:01 a.m. Standard Time at the address of the First Named Insured.

Endorsement No. 5	Forming Part of Policy No. HN005259	First Named Insured UT Physicians
Effective Date of Endorsement 06/30/2016		

UNIVERSAL AGGREGATE ENDORSEMENT

In consideration of the payment of the additional premium due, if any, and in reliance upon the representations of all Insureds, the Company and the Insureds agree to amend the policy as follows:

ENDORSEMENT DECLARATIONS

Universal Aggregate Limit of Liability: \$ 15,000,000

MODIFIED COVERAGES

The following provision is added to the *LIMITS OF LIABILITY* section of the Insuring Agreements shown below:

Health Care Facilities Professional Liability
Commercial General Liability
Employee Benefits Liability

Universal Aggregate.

It is hereby agreed and understood that the Universal Aggregate Limit of Liability is the most the Company will pay for all duties and obligations owed, including but not limited to, loss, damages or expenses, under the Insuring Agreements shown above.

It is further agreed and understood that, once this limit has been exhausted through the Company's payment of loss, damages or expenses, the Company shall have no further duties to defend or pay loss, damages or expenses on behalf of any Insured under the Insuring Agreements shown above.

All other terms and conditions of the policy remain unchanged.

COMMON ENDORSEMENTS

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Edition Date: 1/2011

National Fire & Marine Insurance Company

Omaha, Nebraska

All effective dates are 12:01 a.m. Standard Time at the address of the First Named Insured.

Endorsement No. 7	Forming Part of Policy No. HN005259	First Named Insured UT Physicians
Effective Date of Endorsement 06/30/2016		

INTENTIONAL ACTS EXCLUSION AND SUBLIMITS OF LIABILITY FOR INTENTIONAL ACTS ENDORSEMENT

In consideration of the payment of the additional premium due, if any, and in reliance upon the representations of all Insureds, the Company and the Insureds agree to amend the policy as follows:

MODIFIED COVERAGES

Subject to the exclusion set forth below, the following provision is added to the *LIMITS OF LIABILITY* of all Professional Liability Insuring Agreements selected under this policy:

The Company's total Limit of Liability for loss and claims expense arising from or in connection with the intentional acts covered under this policy shall not exceed: (1) the Intentional Acts Total Aggregate Limit of Liability set forth below, and (2) the amounts set forth as the Per Event and Per Aggregate Sublimits of Liability listed below:

Intentional Acts Total Aggregate Limit of Liability: \$ 1,000,000

Intentional Acts Sublimits of Liability:

Per Event Sublimit of Liability: \$ 1,000,000

Aggregate Sublimit of Liability: \$ 1,000,000

The Intentional Acts Total Aggregate Limit of Liability is the most the Company will pay for all loss and/or claims expense for all claims or potential claims for all Insureds covered under this policy, including any amounts paid under the Intentional Acts Per Event and Aggregate Sublimits of Liability. Additionally, the Intentional Acts Sublimits of Liability specified above are within and shall erode the Per Event and Aggregate Limits of Liability available to any Insured under the applicable insuring agreement.

It is expressly understood that nothing herein shall operate to create multiple Limits of Liability for any Insured.

Solely with respect to the coverage provided under the Professional Liability Insuring Agreements selected under this policy, the following exclusion is deleted from the General Exclusions:

Any claim or potential claim arising from, or in connection with, any act listed in the subparagraphs below, and any event or health care event when intertwined with, or inseparable from, any such act:

1. any malicious act or intentional tort;
2. any actual or threatened sexual act, behavior or conduct, including, but not limited to, assault, exploitation, harassment or molestation, by any person of another person while in the care, custody, or control of any Insured, whether under

COMMON ENDORSEMENTS

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Edition Date: 8/2014

the guise of treatment or not; or the negligent employment, investigation, supervision, reporting to the proper authorities, or failure to so report, or retention of a person for whom any Insured is or ever was legally responsible and whose conduct would be excluded under this exclusion;

3. any personal, romantic, sexual, or other non-professional relationship with a current, former, or prospective patient, whether under the guise of treatment or not;
4. any willful violation of any law, statute, or regulation;
5. any dishonest or fraudulent act;
6. any breach of contract or guaranty regarding the efficacy of treatment;
7. professional services rendered or which should have been rendered if it is determined that an Insured was in any manner, extent or degree impaired by or under the influence of alcohol, narcotics, hallucinogenic agents, drugs or intoxicants of any nature or kind; or,
8. any fabrication, alteration or destruction, in whole or in part, of any medical record pertaining to the person whose treatment is the subject of the claim or potential claim, including, but not limited to, any medical or business record pertaining to the condition, treatment and/or consent of such person to any professional service, in whole or in part, by or at the direction of an Insured, after the happening of the activity reflected in such document or record. However, this exclusion does not apply to bona fide corrections to records made in accordance with applicable generally accepted professional standards, but this exception only applies if such corrections are identified as such, dated and signed by the person making them.

Under Exclusion I.A., the Company will defend and pay claims expense for any claim or potential claim arising from, or in connection with, an event or health care event when intertwined with, or inseparable from, any act listed in the above subparagraphs. However, the Company's duty to defend any Insured for such a claim or potential claim will cease if the Company's investigation of the facts makes it reasonably apparent to the Company, or it is established by judgment, that an Insured engaged in any act listed in the above subparagraphs.

Solely with respect to the coverage provided under the Professional Liability Insuring Agreements selected under this policy, this following exclusion is added to General Exclusions:

Any claim or potential claim arising from, or in connection with, any act listed in the subparagraphs below, and any health care event when intertwined with, or inseparable from, any such act:

1. any malicious act or intentional tort;
2. any actual or threatened sexual act, behavior or conduct, including, but not limited to, assault, exploitation, harassment or molestation, by any person of another person while in the care, custody, or control of any Insured, whether under the guise of treatment or not; or the negligent employment, investigation, supervision, reporting to the proper authorities, or failure to so report, or retention of a person for whom any Insured is or ever was legally responsible and whose conduct would be excluded under this exclusion;
3. any personal, romantic, sexual, or other non-professional relationship with a current, former, or prospective patient, whether under the guise of treatment or not;
4. any willful violation of any law, statute, or regulation;
5. any dishonest or fraudulent act;
6. any breach of contract or guaranty regarding the efficacy of treatment;
7. professional services rendered or which should have been rendered if it is determined that an Insured was in any manner, extent or degree impaired by or under the influence of alcohol, narcotics, hallucinogenic agents, drugs or intoxicants of any nature or kind; or,
8. any fabrication, alteration or destruction, in whole or in part, of any medical record pertaining to the person whose treatment is the subject of the claim or potential claim, including, but not limited to, any medical or business record pertaining to the condition, treatment and/or consent of such person to any professional service, in whole or in part, by or at the direction of an Insured, after the happening of the activity reflected in such document or record. However, this exclusion does not apply to bona fide corrections to records made in accordance with applicable generally accepted professional standards, but this exception only applies if such corrections are identified as such, dated and signed by the person making them.

COMMON ENDORSEMENTS

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Under this exclusion, the **Company's** duty to defend an **Insured** for such a **claim** or **potential claim** will cease when it is established by trial or arbitration verdict, court ruling, regulatory ruling or legal admission that the **Insured** engaged in any act listed in the above subparagraphs.

However, the **Company** will continue to defend and pay **loss** and **claims expense** up to the **Intentional Acts Total Aggregate Limit of Liability** and the **Per Event and Aggregate Sublimits of Liability** set forth in this endorsement for any **claim** or **potential claim** arising from, or in connection with, any **health care event** when intertwined with, or inseparable from, any act listed in the above subparagraphs, brought against any **Insured** who did not direct or act in concert to commit, directly participate in or direct another, in connection with any of the actions excluded under this provision.

Once the **Intentional Acts Total Aggregate Limit of Liability** and/or the **Sublimits** are exhausted by the **Company's** payment of **loss** and/or **claims expense**, the **Company** has no further duty to defend or indemnify any **Insured**.

All other terms and conditions of the policy remain unchanged.

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National Fire & Marine Insurance Company

Omaha, Nebraska

All effective dates are 12:01 a.m. Standard Time at the address of the First Named Insured.

Endorsement No. 10	Forming Part of Policy No. HN005259	First Named Insured UT Physicians
Effective Date of Endorsement 06/30/2016		

MEDICAL PAYMENTS ENDORSEMENT COMMERCIAL GENERAL LIABILITY INSURING AGREEMENT

In consideration of the payment of the additional premium due, if any, and in reliance upon the representations of all Insureds, the Company and the Insureds agree to amend the Commercial General Liability Insuring Agreement as follows:

MODIFIED COVERAGES

The following provision is added to the *LIMITS OF LIABILITY – ALL COMMERCIAL GENERAL LIABILITY COVERAGES*:

The total limit of the Company's liability for *COVERAGE C: MEDICAL PAYMENTS* shall not exceed the amounts set forth as the Per Person limits listed below:

Medical Expense Limit of Liability (Per Person): \$ 5,000

The Medical Expense Limit of Liability is the most the Company will pay under COVERAGE C for all medical expenses because of bodily injury sustained by any one person, and are within and shall erode the General Aggregate Limits of Liability as set forth in the Schedule of Insured Businesses Commercial General Liability for any Insured.

It is expressly understood that nothing in this endorsement shall operate to create multiple Limits of Liability applicable to claims for bodily injury regardless of how many sets of limits are provided in any schedule attached to this policy.

The following new section is added to the Commercial General Liability Insuring Agreement:

INSURING AGREEMENT—COVERAGE C: MEDICAL PAYMENTS

- A. The Company will pay on behalf of the insured business, including its agents, medical expenses for bodily injury caused by an accident. However,
1. the accident must have taken place in the coverage territory during the policy period;
 2. the medical expenses must have been incurred and reported to the Company within one year of the accident;
 3. the accident must have taken place:
 - a. on a premises owned or occupied by the insured business,
 - b. on the ways next to a premises owned or occupied by the insured business, or
 - c. because of the operations of the insured business; and,
 4. the injured person must submit to examination, at the Company's expense, by physicians of the Company's choosing, as often as the Company reasonably requires.

COMMERCIAL GENERAL LIABILITY

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- B. The Company will pay these medical expenses regardless of fault. These payments will not exceed the applicable limit of insurance. The Company will pay reasonable expenses for:
1. first aid administered at the time of an accident;
 2. necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 3. necessary ambulance, hospital, professional nursing and funeral services.

The following new section is added to the Commercial General Liability Insuring Agreement:

EXCLUSIONS—COVERAGE C: MEDICAL PAYMENTS

- A. The Company will not pay medical expenses arising from bodily injury:
1. from a health care event or managed care event;
 2. to an Insured, except volunteer workers;
 3. to a person hired to do work for, or on behalf of, an Insured or tenant of an Insured;
 4. to a person injured on that part of a premises owned or rented by an Insured that the injured person normally occupies;
 5. to any person, whether or not an employee of an Insured, who is eligible for benefits under a workers' compensation, occupational disease, disability benefits, or similar law;
 6. to a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests;
 7. covered as a products completed operations hazard;
 8. that is excluded under COVERAGE A; or,
 9. to any inmate, patient, or prisoner, who is being treated, cared for, detained, or imprisoned by any Insured or in any insured business.

The following definition is added to *DEFINITIONS - ALL COMMERCIAL GENERAL LIABILITY COVERAGES*:

Medical expenses means the reasonable cost of necessary:

1. first aid administered at the time of the accident;
2. medical, surgical, diagnostic, and dental services;
3. prosthetic devices; and,
4. ambulance, hospital, professional nursing, and funeral services.

All other terms and conditions of the policy remain unchanged.