



# Health Care Consultant Professional Liability Insurance Policy

**SUBJECT TO ITS TERMS, THIS POLICY PROVIDES COVERAGE FOR CLAIMS FIRST MADE DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE. THE APPLICABLE LIMITS OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY THE PAYMENT OF DEFENSE EXPENSES. PLEASE READ AND REVIEW THE POLICY CAREFULLY.**

In consideration of the payment of premium and in reliance upon the statements made in the **Application**, the **Insurer** and the **Insureds**, subject to all the terms, conditions, and limitations of this Policy and any endorsements thereto, agree as follows:

## I. INSURING AGREEMENT

The **Insurer** will pay on behalf of the **Insured**, **Loss** which the **Insured** shall become legally obligated to pay and **Defense Expenses** as a result of any **Claim** first made against the **Insured** during the **Policy Period** or any Extended Reporting Period and reported in writing to the **Insurer** during the **Policy Period** or any Extended Reporting Period for a **Wrongful Act** first committed on or after the Retroactive Date stated in ITEM 7 of the Declarations.

As part of, and subject to the applicable Limits of Liability, the **Insurer** shall have the right and duty to defend any such **Claim**, even if the **Claim** is groundless.

## II. DEFINITIONS

- (A) “**Application**” means the application attached to and forming part of this Policy, including any materials submitted to and obtained by the **Insurer** and statements made in connection therewith, including materials disseminated publicly by the **Insured**, such as the **Insured’s** Internet web site, all of which are on file with the **Insurer** and are a part of this Policy, as if physically attached. If the **Application** uses terms or phrases that differ from terms defined in this Policy, no inconsistency between any term or phrase used in the **Application** and any term defined in this Policy will waive or change any of the terms, conditions and limitations of this Policy.
- (B) “**Claim**” means any civil action, suit, proceeding, arbitration, mediation, or demand by any person or entity seeking to hold the **Insured** responsible for monetary **Loss** as a result of a **Wrongful Act** actually or allegedly committed by the **Insured** or by any other person for whose **Wrongful Acts** the **Insured** is legally responsible.
- (C) “**Defense Expenses**” means reasonable expenses and legal fees incurred with the approval of the **Insurer** in the investigation, adjustment, defense, or appeal of a **Claim** against the **Insured**; however, **Defense Expenses** shall not include salaries, overhead or benefit expenses, or other fees and charges of the **Insured**.
- (D) “**Employment Practices**” means any of the following: breach of any employment contract, whether oral or written, express or implied; failure or refusal to hire or employ; dismissal,

discharge, or termination of employment, whether actual or constructive; demotion, reassignment, failure, or refusal to promote, or deprivation of career opportunity; discipline of employees; evaluation of employees; discrimination or harassment of any kind or on any basis affecting an employee or applicant for employment; failure to provide benefits or accommodations; humiliation or defamation of any employee or applicant for employment; retaliatory treatment against an employee arising out of the employee's attempted or actual exercise of the employee's rights under the law; employment-related misrepresentations; and failure to implement appropriate workplace or employment policies and procedures.

- (E) “**Insured**” means the person or entity stated in ITEM 1 of the Declarations and any natural person who was, is, or shall become a director, an officer, an employee, or a partner thereof, but only while such person was, is, or shall be acting within the scope of his or her duties as such.
- (F) “**Insurer**” means the Company identified in the Declarations.
- (G) “**Legal Services**” means legal services provided by an **Insured** as:
- (1) an attorney or a notary public; or
  - (2) an administrator, a conservator, an executor, a trustee, a guardian or a committee or in any similar fiduciary capacity incidental to the practice of the law.
- (H) “**Loss**” means judgments or settlements negotiated with the approval of the **Insurer**; however, **Loss** shall not include:
- (1) fines, taxes, or penalties;
  - (2) fees, revenue, or sums due to the **Insured**;
  - (3) any amounts payable in connection with any portion of a **Claim** for injunctive or equitable relief;
  - (4) punitive or exemplary damages or the multiplied portion of any multiplied damage award; except, unless prohibited by law, **Loss** shall include, in an aggregate amount not exceeding the sum of \$25,000, the multiplied portion of a multiplied damages award or an award of punitive or exemplary damages, which sum shall be part of and not in addition to the applicable Limits of Liability;
  - (5) salaries, overhead or benefit expenses or other fees and charges of the **Insured**, or
  - (6) **Defense Expenses**.
- (I) “**Medical Services**” means health care, medical care or treatment provided to any individual, including without limitation any of the following: medical, surgical, dental, psychiatric, mental health, chiropractic, osteopathic, nursing, or other professional health care; the 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; the providing of counseling or other social services in connection with such care; and the handling of, or the performance of post-mortem examinations on human bodies.

- (J) “**Policy Period**” means the period from the Inception Date to the Expiration Date stated in ITEM 2 of the Declarations, or to any earlier cancellation date.
- (K) “**Professional Services**” means only those services performed for others for a fee which are listed in ITEM 9 of the Declarations provided, however, **Professional Services** shall not include **Medical Services** or **Legal Services**.
- (L) “**Related Claims**” means collectively all **Claims** based upon, arising out of, resulting from, or in any way involving the same or related facts, circumstances, situations, transactions, or events or the same or related series of facts, circumstances, situations, transactions, or events, whether related logically, causally or in any other way.
- (M) “**Wrongful Act**” means any actual or alleged act, error, or omission committed solely in the performance of, or failure to perform, **Professional Services**.

### III. EXCLUSIONS

- (A) No coverage shall be available under this Policy for any **Claim** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving:
- (1) any willful misconduct or dishonest, fraudulent, criminal, or malicious act, error, or omission by any **Insured**; any willful violation by any **Insured** of any law, statute, ordinance, rule, or regulation; or any **Insured** gaining any profit, remuneration, or advantage to which such **Insured** was not legally entitled.
- For the purposes of determining the applicability of this EXCLUSION A(1), no **Wrongful Act** of any **Insured** shall be imputed to any other **Insured**. The applicability of this EXCLUSION A(1) as to any **Insured** may be determined by an admission of such **Insured** or by a finding in the proceeding constituting the **Claim** or in a proceeding separate from or collateral to the **Claim**.
- (2) any actual or alleged act, error, or omission for which the **Insured** may be held liable:
    - (a) for actual or alleged violation of the Fair Labor Standards Act, the National Labor Relations Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act, any workers' compensation, unemployment insurance, social security, or disability benefits law, other similar provisions of any federal, state, or local statutory or common law or any rules or regulations promulgated under any of the foregoing, including, but not limited to, any actual or alleged improper payroll practices, wage and hour policies, and payment of overtime or vacation pay; or
    - (b) for actual or alleged damage to or destruction of any tangible property (including use thereof), invasion of privacy, wrongful entry, eviction, false arrest, false imprisonment, malicious prosecution, malicious use or abuse of process, loss of consortium; or
    - (c) for any injury or damage arising out of the ownership, maintenance, use (including operation and loading or unloading), or entrustment to others of any aircraft, auto, or watercraft owned or operated by or rented or loaned to any **Insured**;

- (3) any actual or alleged infringement of patent, copyright, title, trademark, service mark, slogan, other intellectual property interest, or misappropriation of any trade secret or confidential information;
- (4) any actual or alleged act, error, or omission involving or related to:
  - (a) an **Insured's** fiduciary obligation as an employer or benefit plan sponsor;
  - (b) any certified auditing, accounting, architectural, or engineering services; or
  - (c) any advice relating to mergers or acquisitions;
- (5) any action or proceeding brought by or on behalf of any federal, state, or local governmental, regulatory, or administrative entity or agency ("Governmental Entity"), whether such action or proceeding is brought in the name of such Governmental Entity, or on behalf of such Governmental Entity in the name of any other individual or entity, including, but not limited to any action or proceeding involving:
  - (a) any act, error, omission, misstatement, misconduct, fraud, reckless disregard, or negligence committed by an **Insured** in the performance of, or failure to perform procedure coding, billing, claims processing, cost reporting, or data submissions; or the calculation of managed care payments in the Medicaid, Medicare, Federal Employee Health Benefit, or TriCare Programs;
  - (b) any offer, acceptance, or payment by any **Insured** in exchange for any patient referral(s), in violation of any state, local, or federal law;
  - (c) any offer, acceptance, or payment by an **Insured** in violation of any state, local, or federal antikickback law; or
  - (d) any act, error, or omission by an **Insured** in violation of the Health Insurance Portability and Accountability Act (HIPAA).

Such actions or proceedings shall include, but shall not be limited to: a written demand for payment or notice of investigation; the receipt or execution of a search warrant, subpoena, civil investigation, notice, contact letter, or demand letter; an administrative or regulatory proceeding against an **Insured**; an adjudicatory proceeding against an **Insured** commenced by the filing of a civil complaint or a request for injunctive relief; or a criminal proceeding brought against an **Insured**; including, but not limited to, a qui tam action or a relator suit.

- (6) any actual or alleged **Employment Practices**;
- (7) any act, error, omission, fact, circumstance, situation, transaction, event, or decision which is the subject of any notice or **Claim** under any prior policy; or any other act, error, or omission, whenever occurring, which is logically or causally connected by reason of any common fact, circumstance, situation, transaction, event, or decision, with any act, error, or omission which is the subject of such notice or such **Claim**;
- (8) any actual or alleged liability of an **Insured** under any express contract, agreement, warranty, or guarantee;

- (9) any actual or alleged act, error, or omission involving or related to:
- (a) The design, manufacture, assembly, installation, modification or sale of any computer hardware, software, or peripheral equipment or device, in whole or in part, by the **Insured** or by any entity owned by, controlled by, or affiliated with the **Insured** through any common ownership;
  - (b) any electronic funds transfer, automated bank transaction, or automated securities quotation or transaction, including any authentication or other services ancillary thereto;
  - (c) any breakdown or failure to perform, in whole or in part, of any computer hardware, software, or peripheral equipment or device, including any breakdown, interruption, or failure of any utility, telephone line, data transmission line, or other infrastructure necessary for the operation of any computer hardware, software, or peripheral equipment or device;
  - (d) the analysis, design, development, programming, or any other aspect of providing electronic data processing, computer time-sharing, or computer back-up services or facilities to third parties, including the rendering of advice, training, or opinions to third parties with respect to electronic data processing, computer time-sharing, or computer back-up services or facilities or any aspect thereof; or
  - (e) any introduction or alteration of any code, program, or data causing any loss of access to or corruption or malfunction of any computer hardware, software, peripheral equipment or device or data, in whole or in part;
- (10) any actual, alleged, or threatened act, error, or omission involving or related to:
- (a) exposure to, or generation, storage, transportation, discharge, emission, release, dispersal, escape, treatment, removal, or disposal of any smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials (including medical or pharmaceutical supplies and materials which are intended to be or have been recycled, reconditioned or reclaimed) or other irritants, pollutants, or contaminants;
  - (b) discharge, dispersal, seepage, migration, release, growth, infestation, spread, or escape of mold(s), mildew(s), fungi, and/or spore(s); or any materials, goods, or products containing, harboring, or nurturing any such mold(s), mildew(s), fungi, and/or spore(s);
  - (c) lead, silica, or asbestos, whether or not airborne as a particle, contained in, or formed a part of a product, structure, or other real or personal property, ingested or inhaled or transmitted in any fashion, or found in any form whatsoever;

and any regulation, order, direction, or request to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize any of the foregoing conditions described in this EXCLUSION A(10)(a-c), or any action taken in contemplation or anticipation of any such regulation, order, direction or request;

- (11) any actual or alleged express or assumed liability of any **Insured** under an indemnification agreement, provided that this Exclusion (A)(11) shall not apply to any tort liability that would have attached to the **Insured** in the absence of such agreement

and is otherwise insured under this Policy;

(12) bankruptcy, insolvency, receivership, or subsequent liquidation of any **Insured**, including any **Claim** by a trustee, examiner, receiver, liquidator, rehabilitator, conservator, or similar official appointed to take control of, supervise, manage, or liquidate the **Insured**.

(B) No coverage shall be available under this Policy for any **Claim** against any **Insured** by or on behalf of, or in the name or right of, or for the benefit of, any person or entity included within the definition of **Insured**, whether or not such **Claim** is brought or maintained by such person or entity in his, her, or its capacity as an **Insured**.

#### IV. CONDITIONS

(A) **Territory:**

This Policy applies to **Wrongful Acts** committed, and to **Claims** made, anywhere in the world.

(B) **Notice:**

(1) As a condition precedent to any right to payment in respect of any **Claim**, including any **Claim** for a **Wrongful Act** of which notice was previously given under CONDITION (B)(2), the **Insured** must give written notice to the **Insurer** of such **Claim**, with full details, as soon as practicable after such **Claim** is first made and, subject to CONDITION (C) below, during the **Policy Period** or Extended Reporting Period, if applicable.

(2) If during the **Policy Period**, the **Insured** becomes aware of a **Wrongful Act** which may subsequently give rise to a **Claim** and, as soon as practicable thereafter but before the expiration or cancellation of the Policy:

(a) gives the **Insurer** written notice of such **Wrongful Act**, including a description of the **Wrongful Act** in question, the identities of potential claimants, the consequences which have resulted or may result from such **Wrongful Act**, the **Loss** which may result from such **Wrongful Act**, and the circumstances by which the **Insured** first became aware of such **Wrongful Act**, and

(b) requests coverage under this Policy for any subsequently resulting **Claim** for such **Wrongful Act** as soon as practicable after such **Claim** is made,

then the **Insurer** will treat any such subsequently resulting **Claim** as if it had been first made during the **Policy Period**, or if applicable, the Extended Reporting Period.

(3) All notices under CONDITIONS (B)(1) and (2) must be sent by certified mail or prepaid courier to the address set forth in ITEM 5 of the Declarations.

(C) **Date of Related Claims:**

**Related Claims** shall be deemed to have been first made at the earlier of the following times:

(1) at the time the earliest of the **Related Claims** was first made; or

- (2) at the earliest time at which notice was given under any policy of insurance of any act, error, omission, fact, circumstance, situation, transaction, event, or decision underlying any of the **Related Claims**.

(D) **Defense and Settlement of Claims:**

The **Insured** shall not admit any liability for or settle any **Claim** or incur any costs, charges, or expenses without the written consent of the **Insurer**. The **Insurer** shall have the right to make investigations and conduct negotiations and, with the written consent of the **Insured**, enter into such settlement of any **Claim** that the **Insurer** deems appropriate. If the **Insured** shall refuse to consent to a settlement acceptable to the claimant in accordance with the **Insurer's** recommendation, the **Insured** shall thereafter negotiate or defend such **Claim** at the **Insured's** own expense independently of the **Insurer**, and, subject to the applicable Limits of Liability of this Policy, the **Insurer's** liability for such **Claim** shall not exceed the amount for which such **Claim** could have been settled plus **Defense Expenses** incurred with the **Insurer's** consent up to the date the **Insured** refused to settle such **Claim**.

(E) **Limits of Liability and Retention:**

- (1) Regardless of the number of **Claims**, the number of person(s) or entity(ies) included within the definition of **Insured**, or the number of claimants who make **Claim** against the **Insured**:
  - (a) the amount stated in ITEM 3(a) of the Declarations shall be the maximum Limit of Liability of the **Insurer** for all **Loss** and **Defense Expenses** resulting from each **Claim** or **Related Claims** made against the **Insured**, which amount shall be part of and not in addition to the amount stated in ITEM 3(b) of the Declarations;
  - (b) the amount stated in ITEM 3(b) of the Declarations shall be the maximum aggregate Limit of Liability of the **Insurer** for all **Loss** and **Defense Expenses** resulting from all **Claims** under this Policy; and
  - (c) the retention amount stated in ITEM 4 of the Declarations shall apply separately to each **Claim** or **Related Claims** and shall also apply to either **Loss** or **Defense Expenses**.
- (2) **Defense Expenses** shall be part of and not in addition to the Limits of Liability, and payment of **Defense Expenses** by the **Insurer** shall reduce, and may exhaust, the applicable Limits of Liability.
- (3) The obligations of the **Insurer** to pay **Loss** and to defend any **Claim** seeking **Loss** from the **Insured** or pay **Defense Expenses** shall only be in excess of the retention, which amount shall be borne by the **Insured** at the **Insured's** own expense. The **Insurer** shall have no obligation whatsoever, either to the **Insured** or to any other person or entity, to pay all or any portion of the retention amount on behalf of the **Insured**. The **Insurer** shall, however, at its sole discretion, have the right and option to do so, in which event the **Insured** will repay the **Insurer** any amounts so paid.
- (4) The **Insurer** shall not be obligated to pay any **Loss** or to defend or continue to defend any **Claim** after any Limit of Liability has been exhausted by the payment of **Loss** or **Defense Expenses**.

(F) **Extended Reporting Period:**

- (1) If this Policy is not renewed for any reason, or is canceled for any reason other than for non-payment of premium, the **Insured** shall have the right to purchase an extension of the coverage granted by this Policy for a period of one (1) year after the effective date of such cancellation or non-renewal (an Extended Reporting Period), but only with respect to any **Wrongful Act** committed before the effective date of such cancellation or non-renewal and otherwise covered by this Policy. The Additional Premium for this Extended Reporting Period shall be calculated as set forth in ITEM 8 of the Declarations, and must be paid within thirty (30) calendar days after the effective date of cancellation or non-renewal. Such Additional Premium shall be deemed fully earned immediately upon the inception of the Extended Reporting Period.
- (2) The **Insurer's** Limits of Liability during the Extended Reporting Period shall be part of, and not in addition to, the **Insurer's** Limits of Liability stated in ITEM 3 of the Declarations.

(G) **Other Insurance:**

This policy shall be specifically excess over, and shall not contribute with, any other valid insurance (whether collectable or not), whether such other insurance is stated to be primary, contributing, excess (except insurance specifically in excess of this Policy), contingent, or otherwise.

(H) **Non-Pyramiding:**

- (1) If any **Claim** made against any **Insured** gives rise to coverage both under this Policy and under any other policy or policies of errors and omissions liability insurance issued by the **Insurer**, or any affiliate of the **Insurer**, to any other entity or entities, the maximum aggregate limit of liability under all such policies for all **Loss** and/or **Defense Expenses** in respect to such **Claim** shall not exceed the largest single available limit of liability under any of such policies, including this Policy, as in effect at the time such **Claim** is deemed made.
- (2) In the event **Loss** and/or **Defense Expenses** resulting from a **Claim** are covered in part under this Policy and in part under any other policy or policies of errors and omissions liability insurance issued by the **Insurer**, or any affiliate of the **Insurer**, to any other entity or entities, the applicable retention or deductible set forth in the Declarations of each such policy shall be applied separately to that part of the **Loss** and/or **Defense Expenses** covered by each such policy, and the sum of the retentions or deductibles so applied shall constitute the retention or deductible applicable to all **Loss** and/or **Defense Expenses** resulting from such **Claim**; provided that the total retention or deductible as finally determined shall in no event exceed the largest single retention or deductible set forth in the Declarations of any such policy.

(I) **Cooperation and Subrogation:**

- (1) In the event of a **Claim**, or after giving the **Insurer** notice of circumstances which may subsequently give rise to a **Claim**, the **Insured** will provide the **Insurer** with all information, assistance, and cooperation as the **Insurer** may reasonably request. The **Insured** shall, upon the **Insurer's** request, assist in investigating, defending, and settling **Claims** and in the conduct of actions, suits, appeals, or other proceedings, including but not limited to attending trials, hearings, and depositions, securing and giving evidence,

and obtaining the attendance of witnesses.

- (2) The **Insured** will do nothing that may prejudice the **Insurer's** position or the **Insurer's** potential or actual rights of recovery in the event of a **Claim**.
- (3) In the event of payment under this Policy, the **Insurer** shall be subrogated to, and entitled to an assignment of, all of the rights of recovery of the **Insured**. The **Insured** shall execute all papers and shall do everything that may be necessary to secure such rights, including the execution of such documents as may be necessary to enable the **Insurer** effectively to pursue and enforce such rights and to bring suit in the name of the **Insured**.

(J) **Conversion of Coverage under Certain Circumstances:**

If, during the **Policy Period**, any of the following events occurs:

- (1) the acquisition of an **Insured** entity, or of all or substantially all of its assets, by another entity, or the merger or consolidation of an **Insured** entity into or with, another entity such that the **Insured** is not the surviving entity;
- (2) the appointment of a receiver, conservator, trustee, liquidator, or rehabilitator, or any similar official, for or with respect to an **Insured** entity;

coverage under this Policy will continue in full force and effect with respect to **Claims** for **Wrongful Acts** committed before such event, but coverage will cease with respect to **Claims** for **Wrongful Acts** committed after such event. After any such event, the Policy may not be canceled and the entire premium for the Policy will be deemed fully earned.

(K) **Cancellation:**

- (1) The **Insurer** may cancel this Policy for failure to pay a premium when due, in which case ten (10) days' written notice will be given.
- (2) The **Insurer** may cancel this Policy for reasons other than nonpayment of premium, in which case twenty (20) days' written notice will be given. Notice will state the effective date of cancellation and the reason for cancellation. If this Policy is cancelled, the **Insurer** will send the **Insured** any premium refund due. Earned premium will be computed in accordance with the customary short rate table and procedure. Premium adjustment may be made either at the time cancellation is effective or as soon as practicable thereafter, but payment or tender by the **Insurer** of unearned premium is not a condition of cancellation.
- (3) The **Insured** may cancel this Policy prospectively by mailing to the **Insurer** written notice stating when, not later than the Expiration Date set forth in ITEM 2(b) of the Declarations, such cancellation will be effective. In such event, the earned premium will be computed in accordance with the customary short rate table and procedure. Premium adjustment may be made either at the time cancellation by the **Insured** is effective or as soon as practicable thereafter, but payment or tender by the **Insurer** of unearned premium is not a condition of cancellation.
- (4) The **Insurer** will not be required to renew this Policy upon its expiration. If the **Insurer** elects not to renew this Policy, the **Insurer** will deliver or mail to the **Insured** written notice to that effect at least sixty (60) days before the Expiration Date set forth in ITEM 2(b) of the Declarations.

(L) **Representations; Severability:**

The **Insureds** represent and warrant that the particulars and statements contained in the **Application** attached to this Policy are true, accurate and complete, and agree that:

- (1) **this Policy is issued and continued in force by the Insurer in reliance upon the truth of such representation;**
- (2) those particulars and statements are the basis of this Policy; and
- (3) the **Application** and those particulars and statements are incorporated in and form a part of this Policy.

No knowledge or information possessed by any **Insured** shall be imputed to any other **Insured** for the purposes of this CONDITION (L), except for material facts or information known to the person or persons who signed the **Application**. In the event of any material untruth, misrepresentation, or omission in connection with any of the particulars or statements in the **Application**, this Policy shall be void with respect to any **Insured** who knew of such untruth, misrepresentation, or omission, or to whom such knowledge is imputed.

(M) **Entire Agreement:**

The **Insured** agrees that this Policy, including any endorsements and the **Application** attached to and forming part of this Policy, and including any materials submitted in connection with such **Application**, which are on file with the **Insurer** and are a part of this Policy, as if physically attached, constitutes the entire agreement existing between the **Insured** and the **Insurer** or any of its agents relating to this insurance.

(N) **No Action against Insurer; Bankruptcy of Insured:**

- (1) No action shall be taken against the **Insurer** unless, as conditions precedent thereto, there shall have been full compliance with all of the terms of this Policy and the amount of the obligation of the **Insured** to pay shall have been finally determined either by judgment against the **Insured** after adjudicatory proceedings, or by written agreement of the **Insured**, the claimant, and the **Insurer**.
- (2) No person or entity shall have any right under this Policy to join the **Insurer** as a party to any **Claim** against the **Insured** to determine the liability of the **Insured**, nor shall the **Insurer** be impleaded by the **Insured** or the **Insured's** legal representative in any such **Claim**.
- (3) Subject to Exclusion (A)(11) of this Policy, bankruptcy, insolvency, receivership, or subsequent liquidation of an **Insured**, or of an **Insured's** estate, shall not relieve the **Insurer** of any of its obligations hereunder.

(O) **Authorization and Notices:**

The person or entity stated in ITEM I of the Declarations shall be the sole agent, and shall act on behalf of all **Insureds**, with respect to all matters under this Policy, including but not limited to giving and receiving notices and other communications, effecting or accepting any endorsements to or cancellation of this Policy, the payment of premium and the receipt of any return premiums, and the purchase of any Extended Reporting Period.

(P) **Changes:**

Notice to any agent or knowledge possessed by any agent or other person acting on behalf of the **Insurer** shall not effect a waiver or change in any part of this Policy or estop the **Insurer** from asserting any right under its terms, conditions, and limitations; nor shall the terms, conditions, and limitations of this Policy be waived or changed except by written endorsement issued to form a part of this Policy.

(Q) **No Transfer or Assignment of Insured's Interest:**

No transfer or assignment of interest under this Policy or any cause of action against the **Insurer** arising out of its performance of, or alleged failure to perform in accordance with the terms and conditions of this Policy shall be effective without the **Insurer's** written consent; however, in the event of the death, incapacity, or bankruptcy of any person or entity within the definition of **Insured**, a **Claim** against the estate, heirs, legal representatives, or assigns of the **Insured** for a **Wrongful Act** by such **Insured** shall be considered a **Claim** against the **Insured**.

(R) **Headings:**

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 the Policy.

**In witness whereof, the Insurer has caused this Policy to be executed on the Declarations Page.**