

**HEALTHCARE LIABILITY
INSURANCE POLICY**

SAMPLE

PROVIDED BY ONE OF THE TIG INSURANCE COMPANIES
AS DESIGNATED ON THE DECLARATIONS PAGE

Administrative Offices: 5205 N. O'Connor Blvd., Irving, TX 75039

HEALTHCARE LIABILITY INSURANCE POLICY

SECTION I. PROFESSIONAL LIABILITY -- CLAIMS-MADE

SECTION II. COMMERCIAL GENERAL LIABILITY -- OCCURRENCE

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine your rights and duties, and what is and is not covered. We will not pay sums or perform acts or services unless explicitly provided for in this policy.

The words "you" and "your" in this policy refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that are boldfaced (except for titles or captions) have special meaning. Refer to the Definitions section.

The protection provided by this policy is contained in multiple coverage sections. Some coverages are provided on a "claims-made" basis. Other coverages are provided on an "occurrence" basis. Under some coverages, the cost of defending **claims** is in addition to your limits of insurance. Under other coverages, cost of defending **claims** is part of your limits.

You have only those coverages for which limits are shown on the Declarations page.

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COMMON COVERAGE PROVISIONS

The following coverage provisions apply to all sections of the policy except where specifically stated otherwise.

1. WHAT WE WILL PAY

We will pay amounts which an insured becomes legally obligated to pay as damages that result from **claims** covered under any section of this policy for which a limit of insurance is shown on the Declarations page.

2. WHAT WE WILL DEFEND

We will defend any **claim** brought against an insured covered under this policy seeking damages that are covered under any section of this policy. We will do this even if the allegations of the **claim** are groundless, false or fraudulent.

With respect to **claims** covered under Section I or II, the costs we incur to defend a **claim** are in addition to your limits of insurance.

We may, at our discretion, investigate any **claim** brought against an insured covered under this policy. We must have your written consent to settle any **claims** covered under Section I Professional Liability. However, we may settle any **claims** covered under any other section of the policy at our discretion.

Our right and duty to defend **claims** covered under Section I or II of this policy end when we have used up the limit of insurance that applies to that section in the payment of judgments or settlements.

3. ADDITIONAL BENEFITS AVAILABLE UNDER ALL SECTIONS OF THIS POLICY

All of the following benefits are in addition to the limits of insurance that apply to any **claim**. These benefits end when we have used up the applicable limits of insurance in the payment of judgments or settlements.

- A. We will pay prejudgment and post-judgment interest only on that part of any judgment we pay. We won't pay any prejudgment interest that accrues after we offer to pay the limit of insurance that applies. We won't pay any post-judgment interest that accrues after we pay or offer to pay our share of the judgment.
- B. We will pay premiums for bonds that are required in a **claim** we defend. These include appeal bonds and bonds to release property that is being used to secure a legal obligation. However, we will only pay for bonds valued up to the limit of insurance that applies. We have no obligation to apply for or furnish these bonds.
- C. We will pay all reasonable costs that an insured incurs at our request to help us investigate or defend a **claim**. This includes up to \$250 a day for actual loss of earnings.

4. CLAIMS-MADE COVERAGES – WHEN A CLAIM IS MADE

- A. When we provide coverage on a "claims-made" basis, we will consider a **claim** to be made at the earlier of the following:
 - 1) On the date you forward to us or our agent a **claim** made against an insured; or

- 2) On the date you first give us or our agent written notice:
 - a) Of a claim made against an insured; or
 - b) That an incident, error, omission or negligent act has happened that is likely to result in a claim being made against an insured.
- 3) The written notice must be given to us as soon as you become aware of a potential claim and must include all of the following:
 - a) The date, time and place of the circumstance relating to the potential claim;
 - b) A detailed description of what happened;
 - c) The name and address of the injured party;
 - d) The names and addresses of all witnesses; and
 - e) The type of demand for damages you expect.

However, we will not consider any report made by you or on your behalf for the purpose of loss prevention, risk management or quality management to be a report of a claim.

B. All claims which arise from:

- 1) The same incident, error, omission or negligent act; or
- 2) A series of similar or related incidents, errors, omissions or negligent acts;

will be deemed to be a single claim made on the date the first of such claims are made.

5. WHO IS AN INSURED

The following persons and organizations are protected under all sections of this policy. Each is covered separately. However, the limits of insurance are shared by all insureds.

- A. Individual. If you are an individual, you and your spouse are insureds. However, each is an insured only with respect to the conduct of a business of which you are the sole owner.
- B. Partnership or Joint Venture. If you are a partnership or a joint venture, you, your spouse, your partners or co-venturers and their spouses are insureds. However, each is an insured only with respect to the conduct of your partnership or your joint venture.
- C. Corporation or Other Organization. If you are a corporation or some other type of organization, you are an insured. Your executive officers, directors, trustees and governors are insureds. However, each is an insured only while acting within the course and scope of their duties to you. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- D. Limited Liability Company. If you are a limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

Persons other than those shown above may be covered under some sections of this policy but not in all sections. Refer to the specific coverage section for a description of these other insureds.

6. LIMITS OF INSURANCE

A. Application of Limits - General. The limits of insurance shown in the Declarations are the most we will pay regardless of the number of:

- 1) Persons or organizations insured under this policy;
- 2) Claims-made; or
- 3) Persons or organizations making **claims**.

When we provide coverage on a "claims-made" basis, the limit will apply to all **claims** first made during the policy period.

When we provide coverage on an "occurrence" basis, the limit of insurance will apply to **occurrences** that result in **bodily injury, property damage, personal injury, advertising injury or fire damage** during the policy period.

B. Application of Limits - Each Policy Period. The applicable limit of insurance applies separately to each consecutive annual policy period or to any policy period of less than twelve months. If we extend the policy period after issuance for an additional period of less than twelve months, the additional period will be deemed part of the last preceding period for purposes of determining the limit of insurance.

C. Application of Limits - Claim Covered Under Two or More Sections of This Policy. If a **claim** is covered under more than one section of this policy, the limit that applies to that **claim** shall not exceed the highest applicable limit available under any one of the sections that apply.

D. Application of Limits - Claim Covered Under Two or More Policies Issued by Us. If this policy and any other policy issued to you by us or any of our affiliated companies apply to the same **claim**, the limit that applies to that **claim** shall not exceed the highest applicable limit available under any one policy that applies. However, this does not apply to any policy issued specifically to apply as excess insurance over this policy.

E. Application of Limits - Multiple Claims From The Same Circumstances. All **claims** which arise from:

- 1) The same incident, **occurrence**, error, omission or negligent act; or
- 2) A series of similar or related incidents, **occurrences**, errors, omissions or negligent acts

will be deemed to be a single **claim** or **occurrence**:

- On the date the first of such **claims** is made if coverage is under Section I; or
- During the policy period that the **occurrence** took place if coverage is under Section II.

F. Application - New Limits. If you change the limit of your insurance under any section of this policy or if you have changed such limit in the past while we insured you, the new limit does not apply to any **claim** that:

- 1) An insured knew about; or
- 2) Was made against an insured;

prior to the effective date of the limit change.

THIS COVERAGE IS PROVIDED ON A "CLAIMS-MADE" BASIS.
PLEASE READ THE ENTIRE POLICY CAREFULLY.

SECTION I. PROFESSIONAL LIABILITY - CLAIMS-MADE COVERAGE

A. WHAT WE WILL PAY AND DEFEND UNDER THIS SECTION

We will pay those sums which an insured becomes legally obligated to pay as damages, including damages assumed under contract, because of **bodily injury** that results from the providing or failure to provide **professional services**:

1. By an insured; or
2. By **employees** or agents for whose acts you are legally responsible.

We will also provide, in addition to your limit of insurance, a defense for **claims** that allege such **bodily injury**.

B. WHEN A CLAIM IS COVERED UNDER THIS SECTION

We will pay damages and defend an insured with respect to a claim only when:

1. The providing or failure to provide **professional services** occurred on or after the retroactive date shown on the Declarations;
2. On the effective date of this policy an insured did not know or was not aware of any circumstances that might result in such **claim**;
3. Such **claim** was first made against an insured and reported to us during the policy period; and
4. The providing or failure to provide **professional services** took place in the **coverage territory**.

C. ADDITIONAL BENEFIT AVAILABLE UNDER THIS SECTION

If you ask us, we will reimburse you for the reasonable defense costs incurred to defend criminal charges brought against an insured for acts

1. Committed while an insured is acting within the course and scope of their duties for you; and
2. That relate directly to the care and treatment of your patients.

D. OTHERS WHO ARE INSURED

In addition to those who qualify as insureds under Common Coverage Provisions Section 5. WHO IS AN INSURED, the following are included as insureds under this section. Each is covered separately. However, the limit of insurance is shared by all insureds.

1. Administrators. The following are insureds while acting within the course and scope of their administrative duties for you: your chief executive officer; your superintendent; your administrators; your department heads (including the head of the medical staff); and medical staff members.
2. Persons Performing Committee or Board Services. Persons performing services on or for your formal review boards or committees are insureds, but only while performing services required or requested by such boards or committees. Those who carry out the orders of such committees or boards are insureds while in the course of executing the orders. Those who provide information to such boards or committees to help them evaluate applicants for staff membership or privileges, or to conduct corrective or disciplinary action are also insureds but only with respect to the providing of such information or conducting of such actions.

3. Supervisors, Teachers or Proctors. Those persons or organizations under contract with you to supervise, teach or proctor healthcare providers, and the **employees** and agents of such persons or organizations, are insured only while acting within the course and scope of their duties for you.
4. Workers. Your **employees**, students, and volunteer workers, past or present, are insured while acting within the course and scope of their duties for you.

However, no intern, extern, resident, fellow or dental, osteopathic or medical doctor, certified registered nurse anesthetist, nurse midwife, physician assistant, nurse practitioner, podiatrist or psychologist is an insured for any direct patient care that such person provided or should have provided unless such person is added as an insured by endorsement.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a named insured in the Declarations.

E. LIMIT OF INSURANCE APPLICABLE TO THIS SECTION

The limit of insurance for professional liability, shown in the Declarations is the most we will pay for **claims for bodily injury** covered under this section of the policy.

1. Aggregate Limit. The Aggregate Limit is the most we will pay under this section for the sum of all **claims** first made during the policy period.
2. Limit Per Claim. Subject to paragraph E. 1. above, the Limit per Claim is the most we will pay for all damages regardless of the number of **claims because of bodily injury** arising from a single incident, error, omission or negligent act or a series of incidents, errors, omissions or negligent acts.

F. EXCLUSIONS APPLICABLE TO THIS SECTION

This insurance does not apply to:

1. Expected or Intended Injury. **Bodily injury** expected or intended from the standpoint of the insured. This exclusion does not apply to **bodily injury** resulting from the use of reasonable force to protect persons or property.
2. Property Damage. Any claim that arises out of or results from **property damage**.
3. Personal Injury. Any claim that arises out of or results from **personal injury**.
4. Sexual Harassment, Unfair Discrimination or Wrongful Discharge. Any claim that arises out of or results from:
 - a) Sexual harassment;
 - b) **Unfair discrimination**; or
 - c) **Wrongful discharge**.

However, this does not apply to **claims** brought by your patients against you or any insured who did not take a direct part in sexual harassment or **unfair discrimination**.

With respect to such claims brought by your patients, we will provide a defense. However, if an insured took a direct part in sexual harassment or **unfair discrimination** and intended to cause harm, we will have no further obligation to defend.

5. Abuse or Molestation. Any claim that arises out of or results from actual or threatened abuse or molestation.

However, this exclusion does not apply to **claims** brought by your patients against you, or any insured who did not take a direct part in the abuse or molestation.

With respect to such **claims** brought by your patients, we will provide a defense. However, if an insured took a direct part in the abuse or molestation, we will have no further obligation to defend.

6. Restraint of Trade. Any **claim** that arises out of or results from alleged violations of any law that prohibits the monopolization or unlawful restraint of trade, business or profession.
7. Violation of Law. Any **claim** that arises out of or results from an act for which an insured is convicted of a violation of any law or regulation that imposes criminal penalties. However, this exclusion does not apply to the civil liability of an insured who has not taken part in the act which gave rise to the conviction.
8. Workers' Compensation and Similar Laws. Any obligation under a workers' compensation, disability benefits or unemployment compensation law or any similar law.
9. Employers' Liability. **Bodily injury** to:

- a) An **employee** of the insured arising out of and in the course of:
- 1) Employment by the insured; or
 - 2) Performing duties related to the conduct of the insured's business; or
- b) The spouse, child, parent, brother or sister of that **employee** as a consequence of paragraph a. above.

This exclusion applies:

- Whether the insured may be liable as an employer or in any other capacity; or
- To any obligation to share damages with or repay someone else who must pay damages because of the injury.

10. Pollution.

- a) **Bodily injury** which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time; or
- b) Any loss, cost or expense arising out of any:
- 1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
 - 2) **Claim** or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.

SECTION II. COMMERCIAL GENERAL LIABILITY - OCCURRENCE COVERAGE

A. WHAT WE WILL PAY AND DEFEND UNDER THIS SECTION

1. We will pay those sums an insured becomes legally obligated to pay as damages, including damages assumed under contract, because of **bodily injury, property damage, fire damage, personal injury or advertising injury** caused by an occurrence to which this insurance applies.
2. We will also pay **medical expenses** to which this insurance applies even if an insured is not legally required to do so. However, the expenses must be incurred and reported to us within one year after the injury.
3. We will also provide, in addition to your limit of insurance, a defense for **claims** alleging such harm.

B. WHEN A CLAIM IS COVERED UNDER THIS SECTION

We will pay damages and defend an insured under this section only when:

1. An **occurrence** results in **bodily injury, or property damage, or fire damage** during the policy period; or
2. The **personal injury or advertising injury** was caused by an offense committed during the policy period; and
3. The **bodily injury, property damage, fire damage, personal injury or advertising injury** is caused by an **occurrence** that takes place in the **coverage territory**.

C. OTHERS WHO ARE INSURED

Under this section the following are included as insureds:

1. Administrators. The following are insureds while acting within the course and scope of their administrative duties for you: your chief executive officer; your superintendent; your administrators; your department heads (including the head of the medical staff); and medical staff members.
2. Persons Performing Committee or Board Services. Persons performing services on or for your formal review boards or committees are insureds, but only while performing services required or requested by such boards or committees. Those who carry out the orders of such committees or boards are insureds while in the course of executing the orders. Those who provide information to such boards or committees to help them evaluate applicants for staff membership or privileges, or to conduct corrective or disciplinary action are also insureds, but only with respect to providing such information or the conducting of such actions.
3. Supervisors, Teachers or Proctors. Those persons or organizations under contract with you to supervise, teach or proctor healthcare providers, and the **employees** and agents of such persons or organizations, are insured only while acting within the course and scope of their duties for you.
4. Workers. Your **employees**, students, and volunteer workers are insureds while acting within the course and scope of their duties for you.

However, none of your **employees**, students or volunteer workers are insured for:

a) **Bodily injury or personal injury:**

- 1) To you, to your partners or co-venturers (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a **co-employee** while that **co-employee** is either in the course of his or her employment or performing duties related to the conduct of your business;

- 2) To the spouse, child, parent, brother or sister of that co-employee as a consequence of paragraph a. 1). above;
- 3) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs a. 1) or a. 2) above;
- 4) Arising out of his or her providing or failing to provide professional health care services.

b) **Property damage to property:**

- 1) Owned, occupied or used by; or
- 2) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by
you, any of your **employees**, any partner or co-venturer (if you are a partnership or joint venture), or any member (if you are a limited liability company).

5. **Real Estate Managers.** Your real estate managers (other than **employees**), whether an organization or an individual, are insureds while acting within the course and scope of their duties for you.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations.

D. **LIMITS OF INSURANCE APPLICABLE TO THIS SECTION**

The limit of insurance for Commercial General Liability shown in the Declarations is the most we will pay for **claims for bodily injury, property damage, fire damage, personal injury, advertising injury and medical expenses** covered under this section of the policy.

1. **Aggregate Limit.** The Aggregate Limit is the most we will pay for the sum of:
 - a) All damages because of **bodily injury, property damage, personal injury, advertising injury and fire damage** during the policy period; and
 - b) **Medical expenses** that result from accidents that take place during the policy period.
2. **Limit Per Occurrence.** Subject to paragraph D. 1. above, the Limit Per Occurrence is the most we will pay for the sum of:
 - a) All damages because of **bodily injury, property damage, personal injury, advertising injury and fire damage** occurring during the policy period; and
 - b) **Medical expenses** from accidents that take place during the policy period

that arise out of any one occurrence. However, the most we will pay for **fire damage or medical expenses** is further limited as follows:

- **Fire Damage Sublimit.** This is the most we will pay for all **fire damage** that arises from one **occurrence**.
- **Medical Expenses Sublimit.** This is the most we will pay for all **medical expenses** because of **bodily injury** sustained by any one person that arises out of one accident.

E. EXCLUSIONS APPLICABLE TO THIS SECTION

This insurance does not apply to:

1. Professional Services. Any **claim** that arises out of or results from the providing or failure to provide:
 - a) **professional services**,
 - b) services provided by accountants, lawyers, architects, engineers and surveyors.
2. Employee Benefits. Any **claim** that arises out of or results from the administration of an employee benefits program.
3. Expected or Intended Injury. **Bodily injury** or **property damage** expected or intended from the standpoint of the insured. This exclusion does not apply to **bodily injury** resulting from the use of reasonable force to protect persons or property.
4. Workers' Compensation and Similar Laws. Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.
5. Employer's Liability. **Bodily injury** to:
 - a) An **employee** of the insured arising out of and in the course of:
 - 1) Employment by the insured; or
 - 2) Performing duties related to the conduct of the insured's business; or
 - b) The spouse, child, parent, brother or sister of that **employee** as a consequence of paragraph 5. a. 1) above.

This exclusion applies:

- 1) Whether the insured may be liable as an employer or in any other capacity; and
- 2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an **insured contract**.

6. Pollution.
 - a) **Bodily injury** or **property damage** which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time.
 - b) Any loss, cost or expense arising out of any:
 - 1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
 - 2) **Claim** or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.

This exclusion does not apply to **bodily injury** or **property damage** arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of **mobile equipment** or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them.

This exception does not apply if the fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent to be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor.

This exclusion does not apply to **bodily injury** or **property damage** arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

7. Aircraft, Auto or Watercraft. **Bodily injury** or **property damage** arising out of the ownership, maintenance, use or entrustment to others of any aircraft, **auto** or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading."

This exclusion does not apply to:

- a) A watercraft while ashore on premises you own or rent;
 - b) A watercraft you do not own that is:
 - 1) Less than 26 feet long; and
 - 2) Not being used to carry persons or property for a charge;
 - c) Parking an **auto** on, or on the ways next to, premises you own or rent, provided the **auto** is not owned by or rented or loaned to you or the insured;
 - d) Liability assumed under any **insured contract** for the ownership, maintenance or use of aircraft or watercraft; or
 - e) **Bodily injury** or **property damage** arising out of the operation of any of the equipment listed in paragraph f. 2) and f. 3) of the definition of **mobile equipment**.
8. Mobile Equipment. **Bodily injury** or **property damage** arising out of:
- a) The transportation of **mobile equipment** by an **auto** owned or operated by or rented or loaned to any insured; or
 - b) The use of **mobile equipment** in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition or stunting activity.
9. War. **Bodily injury** or **property damage** due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

10. Damage to Property. **Property damage to:**

- a) Property you own, rent or occupy;
- b) Premises you sell, give away or abandon, if the **property damage** arises out of any part of those premises;
- c) Property loaned to you;
- d) Personal property in the care, custody or control of the insured;
- e) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the **property damage** arises out of those operations; or
- f) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraph b) of this exclusion does not apply if the premises are **your work** and were never occupied, rented or held for rental by you.

Paragraphs c), d), e), and f) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph f) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

11. Damage to Your Product. **Property damage to your product** arising out of it or any part of it.

12. Damage to Your Work. **Property damage to your work** arising out of it or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

13. Damage to Impaired Property or Property Not Physically Injured. **Property damage to impaired property** or property that has not been physically injured, arising out of:

- a) A defect, deficiency, inadequacy or dangerous condition in **your product** or **your work**; or
- b) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to **your product** or **your work** after it has been put to its intended use.

14. Recall of Products, Work or Impaired Property. Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- a) **Your product;**
- b) **Your work;** or
- c) **Impaired property;**

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Exclusions 4. through 14. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A sublimit limit of insurance applies to this coverage as described in SECTION II, D. LIMITS OF INSURANCE APPLICABLE TO THIS SECTION.

15. Restraint of Trade. Any claim that arises out of or results from alleged violations of any law that prohibits the monopolization or unlawful restraint of trade, business or profession.
16. Sexual Harassment, Unfair Discrimination and Wrongful Discharge. Any claim that arises out of or results from:

- a) Sexual harassment;
- b) **Unfair discrimination;** or
- c) **Wrongful discharge.**

17. Abuse or Molestation. Any claim that arises out of or results from actual or threatened abuse or molestation.

18. Personal Injury and Advertising Injury. **Personal injury or advertising injury:**

- a) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- b) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.
- c) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured;
- d) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement; or
- e) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.

19. Advertising Injury. **Advertising injury claim that arises from:**

- a) Breach of contract, other than misappropriation of advertising ideas under an implied contract;
- b) The failure of goods, products or services to conform with advertised quality or performance;

- c) The wrong description of the price of goods, products or services; or
- d) An offense committed by an insured whose business is advertising, broadcasting, publishing or telecasting.

20. Medical Expenses. Any medical expenses that arise from injury:

- a) To any insured;
- b) To any person receiving, or on your premises for the purpose of receiving, **professional services**;
- c) To any person contracted to do work for any insured or any person hired by a tenant of any insured;
- d) To a person who is injured on that part of a premises that you own, rent, or lease that the person normally occupies;
- e) To a person, whether or not an **employee** of any insured, if benefits for the **bodily injury** are payable or must be provided under a workers' compensation or disability benefits law or a similar law;
- f) To a person injured while taking part in athletics; or
- g) Included within the **products-completed operations hazard**.

21. Nuclear Energy.

a) **Bodily injury or property damage:**

- 1) With respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- 2) Resulting from the hazardous properties of nuclear material and with respect to which
 - (a) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or
 - (b) The Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

b) **Bodily injury or property damage** resulting from the hazardous properties of nuclear material, if the nuclear material:

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

- c) As used in this exclusion:
- 1) "Hazardous properties" includes radioactive, toxic or explosive properties;
 - 2) "Nuclear material" means "source material", "special nuclear material" or "by-product material";
 - 3) "Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
 - 4) "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";
 - 5) "Waste" means any material (1) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, and (2) resulting from the operation by any person or organization of any "nuclear facility" included within the definition of "nuclear facility" under paragraph 1. or 2. thereof;
 - 6) "Nuclear facility" means:
 - (a) Any "nuclear reactor",
 - (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging waste,
 - (c) Any equipment or device used for processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235, or
 - (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste", and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
 - 7) "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
 - 8) **Property damage** includes all forms of radioactive contamination of property.

GENERAL CONDITIONS

1. MISREPRESENTATION, BREACH OF WARRANTY, CONCEALMENT, AND FRAUD

By accepting this policy, you agree that:

- a. The statements in the Declarations are true and complete;
- b. Those statements are based on representations you made to us in the application (including any renewal application or information submitted to modify this policy); and
- c. We have relied on your representations in issuing and modifying this policy.

If any insured under this policy, or any of your authorized representatives, conceals or misrepresents any material fact or circumstance concerning this insurance, this policy will be void.

2. DUTIES IN THE EVENT OF A CLAIM

- a. Duties In Event of Claim. In the event a **claim** is made against any insured, or you have knowledge of a potential **claim**, you must see to it that the following duties are performed:

- 1) Immediately record the details of the **claim** or potential **claim**, and the date the **claim** was received by the insured;
- 2) Notify us in writing as soon as practicable;
- 3) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the **claim**;
- 4) Provide us with information at our request and cooperate with us in the handling of the **claim**;
- 5) Assist us, at our request, in enforcing any right of recovery against any person or organization which may be liable to the insured, and
- 6) Do nothing to prejudice any rights of recovery that may exist.

- b. Your Cooperation. All insureds will cooperate with us and upon our request will:

- 1) Attend hearings;
- 2) Assist in effecting settlements;
- 3) Assist in securing and giving evidence;
- 4) Obtain the attendance of witnesses;
- 5) In the conduct of suits, attend depositions, conferences, and trials; and
- 6) Assist in any other aspect of the investigation and defense.

An insured will not, except at its own cost, voluntarily make any payment, assume any obligation or incur any expense.

Failure to cooperate with us in the defense of any **claim** is a breach of this policy and will result in loss of coverage.

- c. Transfer of Rights of Recovery Against Others To Us. If the insured has rights to recover all or part of any payment we make under this policy, those rights are transferred to us. The insured must do nothing to impair those rights. At our request, the insured will bring suit or transfer those rights to us and help us enforce them. Any amounts recovered shall be apportioned in the following order:

- 1) Any other party interest, including the insured, who paid amounts in excess of the limits of this policy shall be reimbursed up to the amount it paid;
- 2) We will then be reimbursed up to the amount we paid; and
- 3) The remainder, if any, shall be paid to the insured.

3. OUR RIGHT TO EXAMINE, AUDIT AND INSPECT

- a. We may examine and audit your books and records as they relate to this policy while it is in effect and up to three years afterward. We also have the right (but are not required to):
 - 1) Make inspections and surveys of your operations at any time while this policy is in effect;
 - 2) Give you reports on the conditions we find; and
 - 3) Recommend changes.
- b. Any inspections, surveys, reports or recommendations we may make relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - 1) Are safe or healthful; or
 - 2) Comply with laws, regulations, codes or standards.

4. YOUR AUTHORIZATION

By accepting this policy all insureds agree that the first named insured is authorized to act on their behalf with respect to:

- a. Making changes in the terms of this policy with our consent;
- b. Giving and receiving notices of cancellation; and
- c. Payment of premiums and receipt of any return premiums from us.

5. BANKRUPTCY

Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve us of our obligations under this policy.

6. CANCELLATION OR NONRENEWAL

You may cancel this policy by mailing or delivering to us advance written notice of cancellation. We may cancel or nonrenew this policy by mailing you, at your last address known to us, written notice of cancellation or nonrenewal.

If we cancel because you do not pay your premium when it is due, we will give you at least 10 days advance written notice of cancellation. If we cancel for any other lawful reason, or if we do not wish to renew, we will give you at least 60 days advance written notice.

Any notice we send will state the effective date of cancellation or nonrenewal. The policy period will end on that date. Proof of mailing will be sufficient proof of notice.

If this policy is canceled, we will send you any premium refund due. If we cancel, the refund will be pro rata. If you cancel, the refund will be based on our short rate tables. However, the cancellation will be effective even if we have not made or offered a refund.

7. EXTENDED REPORTING PERIOD

- a. Under Section I, upon cancellation or nonrenewal of this policy by either you or us for reasons other than stated in paragraph 5. below, we will offer you the opportunity to purchase an extension of coverage. It is called an "extended reporting period."

- b. The "extended reporting period" will cover **claims** that are first made after the date the coverage expired or was canceled. These **claims** must also arise from the providing or failure to provide **professional services** that take place after the retroactive date of the coverage on the Declarations and before the date the coverage expires or is canceled.
- c. The length of the "extended reporting period" is unlimited. We will cover **claims** reported during the "extended reporting period" as if they had been first made during the original policy period.
- d. The premium for this "extended reporting period" shall be fully earned at its inception and be determined by our rules, rates and rating plans at that time. You must notify us in writing of your intent to purchase the "extended reporting period" and pay us the premium within 60 days of the date of cancellation or nonrenewal. If we are not notified in writing and do not receive the premium within this 60 days we will not be required to provide "extended reporting period" coverage.
- e. You will not have the right to purchase an "extended reporting period" if your policy is rescinded or canceled for any nonpayment, fraud, misrepresentation, concealment, or breach of warranty.

8. OTHER INSURANCE

If other valid and collectible insurance is available to the insured for a loss we cover under Sections I or II of this policy, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all such other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:

- 1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for **your work**;
- 2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- 3) If the loss arises out of the maintenance or use of aircraft, **autos** or watercraft to the extent not subject to Exclusion E. 7 of Section II;
- 4) That is provided by a contractor performing work for you;
- 5) That is provided by a tenant renting or leasing land or premises from you;
- 6) That is provided by a lessee of equipment owned by you; or
- 7) That is provided to any insured as an additional insured on another policy.

When this insurance is excess, we will have no duty to defend the insured against any suit if any other insurer has a duty to defend the insured against that suit. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- The total of all deductible and self-insured amounts under all such other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the limit of insurance shown in the Declarations.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

9. NEW ENTITIES

If, after the inception date of this policy, you acquire or create a new entity, it will be covered from the date it is acquired or created if the following conditions are met:

- a. We are given written notice within 90 days of its formation or acquisition and it meets our underwriting requirements; and
- b. Any additional premium we require is paid.

10. CHANGES

This policy contains all the agreements between you and us concerning the insurance we provide. Its terms and conditions can only be waived or changed by endorsement issued by us and made a part of this policy.

11. NO ASSIGNMENT WITHOUT OUR CONSENT

No interest under this policy may be assigned without our written consent except in the case of the death of an insured. If an insured dies, his or her rights and duties will be transferred to that insured's legal representative, but only while acting within the scope of duties as legal representative.

12. LEGAL ACTION AGAINST US

No person or organization has a right under this policy to join us as a party or otherwise bring us into a suit asking for damages from an insured. Nor does any person or organization have a right to sue us on this policy unless all of its terms have been fully complied with. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial. However, we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of liability. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant.

13. COMPLIANCE WITH STATE LAWS

If any portion of this policy conflicts with state law, that portion of the policy is automatically changed to conform to law.

14. GOVERNMENT ACCESS TO RECORDS

To the extent required by U.S. law or regulation, we will give the Secretary of Health and Human Services and the Comptroller General access to our books and records that are necessary to enable them to verify the cost of this policy. If we subcontract any of our duties under the policy to a related organization, we will also give access to the necessary books and records of that organization. We will allow such access up to four years after the services furnished under this policy end.

15. CAPTIONS

The headings or captions used in this policy are for the purposes of reference only and shall not otherwise affect the meaning of this policy.

SPECIMEN

DEFINITIONS

1. **Advertising injury** means injury arising out of one or more of the following offenses:
 - a. Oral or written publication of material that slanders or libels a person or organization or disparages person's or organization's goods, products or services;
 - b. Oral or written publication of material that violates a person's right of privacy;
 - c. Misappropriation of advertising ideas or style of doing business; or
 - d. Infringement of copyright, title or slogan.

These acts are covered when the act is committed or alleged to have been committed in the course of advertising your goods, products or services.

2. **Auto** means a land motor vehicle, trailer or semitrailer designed for travel on public roads. It includes any permanently attached machinery or equipment. But **auto** does not include **mobile equipment**.
3. **Bodily injury** means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death resulting from physical injury, sickness or disease. **Bodily injury** also includes loss of care or services that results from the above.
4. **Claim** means:
 - a. A demand in which damages are alleged; or
 - b. An incident, error, omission, or negligent act has happened that is likely to result in a **claim** being made against an insured.

Claim includes:

- Crossclaims, lawsuits, screening panel proceedings; or
- An arbitration proceeding in which damages are alleged and to which you must submit or do submit with our consent; or
- Any other alternative dispute resolution proceeding in which damages are alleged and to which you submit with our consent.

5. **Coverage territory** means anywhere in the world but only if the suit for damages is brought within the United States of America (including its territories and possessions), Puerto Rico and Canada.
6. **Employee** means a person:
 - a. Whose service or labor is supervised by you; and
 - b. Who is on your payroll, and subject to the withholding of taxes,whether working on a full or part time basis. Independent contractors are not **employees**.
7. **Fire damage** means **property damage** because of fire to premises you rent, lease from others or premises temporarily occupied by you with permission from the owner or lease from others. Water damage from a fire is also included. The fire must be caused by an insured.

8. **Impaired property** means tangible property, other than **your product** or **your work** that cannot be used or is less useful because:

- a. It incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- The repair, replacement, adjustment or removal of **your product** or **your work**; or
- Your fulfilling the terms of the contract or agreement.

9. **Insured contract** means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an insured contract;
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- 1) That indemnifies a railroad for **bodily injury** or **property damage** arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road bed, tunnel, underpass or crossing;
- 2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - a) Preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

Under which the insured, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in 2) above and supervisory, inspection, architectural or engineering activities.

10. **Medical expenses** means the following:

- a. First aid received at the time of an accident;
- b. Medical, surgical, x-ray and dental services;

- c. Ambulance, hospital and professional nursing; and
- d. Funeral expenses

incurred as a result of **bodily injury** caused by an accident on premises you own, rent or lease, on ways next to premises you own, rent or lease, or because of your operations.

11. **Mobile equipment** means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - 1) Power cranes, shovels, loaders, diggers or drills; or
 - 2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - 1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - 2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **autos**:

- 1) Equipment designed primarily for:
 - a) Snow removal;
 - b) Road maintenance, but not construction or resurfacing; or
 - c) Street cleaning;
 - 2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - 3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
12. **Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions. With respect to **personal injury** and **advertising injury**, **occurrence** shall mean an offense or a series of related offenses.

13. **Personal injury** means injury, other than **bodily injury**, arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
- e. Oral or written publication of material that violates a person's right of privacy.

14. **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant. The term includes, but is not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals, asbestos, lead and waste. Waste includes medical waste from your operations and materials to be recycled, reconditioned or reclaimed.

15. **Products-completed operations hazard**:

a. Includes all **bodily injury and property damage** occurring away from premises you own or rent and arising out of your product or your work except:

- 1) Products that are still in your physical possession; or
- 2) Work that has not yet been completed or abandoned. However, your work will be deemed completed at the earliest of the following times:
 - a) When all of the work called for in your contract has been completed.
 - b) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
 - c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include **bodily injury or property damage** arising out of:

- 1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you and that condition was created by the "loading or unloading" of that vehicle by any insured; or
- 2) The existence of tools, uninstalled equipment or abandoned or unused materials.

16. **Professional services** means those health care or medical services you normally provide as a healthcare facility, including but not limited to:

- a. The furnishing of food or beverages in connection with such services;
- b. Furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
- c. The handling or treatment of deceased human bodies, including autopsies, organ donation or other procedures; and
- d. Failure to disclose to a patient any healthcare provider financial incentive plan which could affect such patient's treatment.

17. **Property damage** means:

- a. Physical harm, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical harm that caused it; or
- b. Loss of use of tangible property that is not physically harmed. All such loss shall be deemed to occur at the time of the **occurrence** that caused it.

18. **Unfair Discrimination** means the illegal treatment of persons based on their race, color, creed, religion, age, sex, sexual preference, physical disability, marital status, pregnancy or national origin.

19. **Wrongful discharge** means the unfair or unjust termination of an employment relationship:

- a. Which breaches an implied agreement to continue employment; or
- b. Which inflicts emotional distress upon the **employee**, invades his or her privacy, or is the result of fraud; or
- c. Which retaliates for:
 - 1) A refusal by the **employee** to participate in acts that violate public policy; or
 - 2) The **employee's** exercise of legal rights.

20. **Your product** means any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- a. You;
- b. Others trading under your name;
- c. Person or organization whose business or assets you have acquired; and
- d. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

Your product includes warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your product**, and the providing of or failure to provide warnings or instructions.

Your product does not include vending machines or other property rented to or located for the use of others but not sold.

21. **Your work** means work or operations performed by you or on your behalf, and materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties and representations made at any time with respect to the fitness, quality, durability, performance or use of **your work**, and the providing of or failure to provide warnings or instructions.

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its president and secretary and countersigned on the declarations page by a duly authorized representative of the company.

TIG Insurance Company

W. Bluffe
SECRETARY

Conther Smith
PRESIDENT

TIG Premier Insurance Company

W. Bluffe
SECRETARY

Conther Smith
PRESIDENT

TIG Lloyd's Insurance Company

W. Bluffe
SECRETARY

Conther Smith
PRESIDENT

TIG Specialty Insurance Company

W. Bluffe
SECRETARY

Conther Smith
PRESIDENT

TIG Indemnity Company

W. Bluffe
SECRETARY

Conther Smith
PRESIDENT

TIG Insurance Company of Texas

W. Bluffe
SECRETARY

Conther Smith
PRESIDENT

TIG Insurance Company of Michigan

W. Bluffe
SECRETARY

Conther Smith
PRESIDENT

TIG Insurance Corporation of America

W. Bluffe
SECRETARY

Conther Smith
PRESIDENT

TIG Insurance Company of Colorado

W. Bluffe
SECRETARY

Conther Smith
PRESIDENT

Fairmont Insurance Company

W. Bluffe
SECRETARY

Conther Smith
PRESIDENT

TIG American Specialty Insurance Company

W. Bluffe
SECRETARY

Conther Smith
PRESIDENT

Industrial County Mutual Insurance Company

W. Bluffe
SECRETARY

Conther Smith
PRESIDENT

SPECIMEN