



## *Professional Liability Insurance*

**CLAIM OFFICE:**

**Mail claims to:**  
945 E. Paces Ferry Rd.  
Suite 1800  
Atlanta, GA 30326-1160

**Fax claims to:**  
(404) 231-3755  
(Attn: Claims Department)

**Email claims to:**  
[reportclaims@rsui.com](mailto:reportclaims@rsui.com)



PROFESSIONAL LIABILITY POLICY DECLARATIONS
(Claims-Made and Reported Form)

Landmark American Insurance Company

(A New Hampshire Stock Co.)
(hereinafter called "the Company")

EXECUTIVE OFFICES: 945 East Paces Ferry Road, Suite 1800, Atlanta, GA 30326

Policy Number: LHM851898

RENEWAL: LHM797992 00

Named Insured and Mailing Address:

Producer Name:

LOUIS DURKIN MD
4 OPEN SQUARE WAY
HOLYOKE, MA 01040

Policy Period: From: 9/22/2023 To: 9/22/2024 at 12:01 A.M. Standard Time at the Named Insured address as stated herein.

IN CONSIDERATION OF THE PAYMENT OF THE PREMIUM, IN RELIANCE UPON THE STATEMENTS HEREIN OR ATTACHED HERETO, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, THE COMPANY AGREES WITH THE NAMED INSURED AS FOLLOWS:

- 1. NAMED INSURED'S PROFESSIONAL SERVICES: RINGSIDE MEDICINE AT FIGHT EVENTS
2. LIMITS OF LIABILITY: \$ 1,000,000 Each Claim, \$ 3,000,000 Aggregate Limit
3. DEDUCTIBLE: \$ 5,000 Each Claim
4. RETROACTIVE DATE: 9/22/2021
5. PREMIUM: \$ 10,000.00 Not Subject to Audit

Table with 2 columns: Description and Amount. Rows include Massachusetts Premium (\$10,000.00), Surplus Lines Tax (\$400.00), Amwins Service Fee (\$260.00), Market Policy Fee, and Market Inspection Fee.

6. FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION:

See attached forms list.

THESE DECLARATIONS TOGETHER WITH A SIGNED COPY OF THE NAME INSURED'S APPLICATION FOR THIS POLICY, COVERAGE FORM(S), FORMS AND ENDORSEMENTS, ISSUED TO FORM PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

NOTICE: THIS IS A CLAIMS-MADE AND REPORTED POLICY. PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE AFFORDED BY THE POLICY WITH YOUR INSURANCE AGENT OR BROKER.

September 07, 2023
Date

By: [Signature]
Authorized Representative

This policy is insured by a company which is not admitted to transact insurance in the commonwealth, is not supervised by the commissioner of insurance and, in the event of an insolvency of such company, a loss shall not be paid by the Massachusetts Insurers Insolvency Fund under chapter 175D.

SubIdID#: 607330 BinderID#
Created By: NNB

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**SCHEDULE OF POLICY ATTACHMENTS AND FORMS**

<u>Form Number</u>	<u>Form Title</u>
RSG 51027 0922	Physicians, Surgeons, Dentists and Podiatrists Professional Liability Coverage Form
ENDT-01	100% Earned Endorsement - RSG 54147 0116
ENDT-02	Additional Exclusions Endorsement - RSG 56001 0903
ENDT-03	Compounded Semaglutide Exclusion - RSG 56223 0823
ENDT-04	Cryptocurrency Exclusion - RSG 56216 0822
ENDT-05	Exclusion - Correctional Medicine - RSG 56203 0321
ENDT-06	Massachusetts Changes - Cancellation and Nonrenewal (Medical) - RSG 53022 0711
ENDT-07	Massachusetts Surplus Lines Disclosure Notice
ENDT-08	Nuclear Energy Liability Exclusion - RSG 56058 0903
ENDT-09	Opioid and Controlled Substance Exclusion - RSG 56191 0421
ENDT-10	Service Of Suit - RSG 94022 0407
ENDT-11	Violation of Consumer Protection Laws Exclusion - RSG 56121 1222

*This Form Provides Claims-Made Coverage.  
Please Read The Entire Form Completely.*

## PHYSICIANS, SURGEONS, DENTISTS AND PODIATRISTS PROFESSIONAL LIABILITY COVERAGE FORM CLAIMS MADE AND REPORTED BASIS

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Throughout this document, the word “Insured” means any person or entity qualified as such under **Part I. E., Covered Persons and Entities**. The word “Company” refers to the Company providing the insurance shown on the Declarations.

Other words and phrases that appear in **bold** have special meaning. Refer to **Part III, Definitions**.

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### Part I. Insuring Agreements

#### A. Covered Services

The Company will pay on behalf of the Named Insured, as shown in the Declarations, all sums that the Insured becomes legally obligated to pay as **Damages**, and associated **Claim Expenses**, arising out of a **Medical Incident** or **Personal Injury** in the rendering of or failure to render professional services as a physician, surgeon, or dentist, provided that:

1. A **Claim** seeking such **Damages** is first made against the Insured during the **Policy Period**, and reported to the Company no later than 60 days after the end of the **Policy Period**;
2. The **Medical Incident** or **Personal Injury** occurred in a covered territory;
3. The **Medical Incident** or **Personal Injury** occurred after the **Retroactive Date** as shown in the Declarations.

#### B. Defense And Settlement

The Company will have the right and duty to defend any **Claim** against an Insured seeking **Damages** to which this policy applies, even if any of the allegations of the **Claim** are groundless, false or fraudulent. The Company’s right and duty to defend any **Claim** shall end when the Company’s Limit of Liability has been exhausted by payment of **Damages** and/or **Claim Expenses**, or has been tendered to the Insured, or to a court of competent jurisdiction.

The Company shall not settle any **Claim** without the Named Insured’s written consent. The Insured shall not admit any liability for or settle any **Claim** or incur any **Claim Expense** without the prior written consent of the Company.

The Company shall have the right and the duty to select legal counsel for the defense of a **Claim**. In the event the Insured is entitled by law to select independent counsel to defend the **Claim**, the **Claim Expenses** or other covered costs the Company must pay to that counsel are limited to the rates the Company actually pays to counsel retained by the Company in the defense of similar **Claims** in the community where the **Claim** is being defended. The Company may exercise the right to require that such counsel have experience in defending **Claims** similar to the one pending against the Insured. The Insured agrees that such counsel will comply with the Company’s litigation guidelines and reporting requirements, timely respond to the Company’s requests, and provide information regarding the **Claim** when requested.

#### C. Policy Limits

Regardless of the number of persons or entities insured or included in **Part I. E. Covered Persons and Entities**, or the number of claimants or **Claims** made against any Insured:

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## 1. Each Claim Limit

The Company's maximum liability for **Damages** and **Claim Expenses** resulting from each **Claim** first made against the Insured during the **Policy Period** and the Extended Reporting Period, if purchased, shall not exceed the amount shown in the Declarations as Each **Claim** Limit;

## 2. Aggregate Limit

The maximum liability of the Company for all **Damages** and **Claim Expenses** as a result of all **Claims** first made against the Insured during the **Policy Period** and the Extended Reporting Period, if purchased, shall not exceed the amount shown in the Declarations as Aggregate.

The Company shall not be obligated to pay for any **Damages** or to defend any **Claim** after the applicable Limit of Liability has been exhausted by the Insureds' actual payment of covered damages, **Claim Expenses** or any combination thereof. **Claim Expenses** are a part of and not in addition to the applicable Limits of Liability. Payment of **Claim Expenses** by the Company reduces the applicable Limits of Liability.

The inclusion of more than one Insured, or the making of **Claims** by more than one person or organization, does not increase the Company's Limit of Liability. In the event two or more **Claims** arise out of a single **Medical Incident** or **Personal Injury**, or a series of related **Medical Incidents** or **Personal Injuries** by one or more Insureds, all such **Claims** shall be treated as a single **Claim** for the purposes of this policy. All **Claims** shall be deemed first made when the earliest of such **Claims** is first made, regardless of whether such date is before or during the **Policy Period** and all such **Claims** shall be subject to the same Each Claim Limit of Liability during that **Policy Period**.

## D. Deductible Provisions

The deductible amount as shown in the Declarations shall be paid by the Insured and applies to each **Claim**, including **Damages** or **Claim Expenses**. If in its sole discretion, the Company initially pays the deductible amount on behalf of any Insured, upon written request of the Company, the Named Insured shall reimburse the amount paid within thirty (30) days of the Company's demand.

## E. Covered Persons and Entities

1. Named Insured as shown in the Declarations, and if the Named Insured is an individual, his or her spouse, or domestic partner, but only with respect to the professional services rendered by or on behalf of the Named Insured;
2. The Insured's **Professional Organization**, if named in the Declarations page, but only for **Claims** resulting from the providing or failing to provide professional medical or dental services by any person for whom the **Professional Organization** is legally responsible, except other physicians, surgeons, dentists, podiatrists, nurse practitioners and physician assistants.
3. Heirs, executors, administrators, assigns and legal representatives of the Insured in the event of an Insured's death, incapacity or bankruptcy, but only with respect to any **Medical Incident** or **Personal Injury** committed prior to such Insured's death, incapacity or bankruptcy.
4. Any temporary substitute physician, surgeon, dentist or podiatrist designated by the Named Insured, but only to continue the practice on the behalf of the Named Insured provided such physician, surgeon, dentist or podiatrist has been approved by the Company.

## F. Covered Territory

This policy applies to otherwise covered **Claims** seeking **Damages** arising out of **Medical Incidents** or **Personal Injury** anywhere in the world, provided that such **Claims** are first made and continued within the United States of America, its territories or possessions, Puerto Rico or Canada. This Policy does not apply to **Claims** whenever, and insofar as, they are pursued elsewhere.

## G. Extended Reporting Period

If the policy is not renewed for any reason, or is cancelled for any reason other than for nonpayment of premium or deductible (whether cancelled by the Company or by the Named Insured), the Named Insured as shown on the Declarations, has the right to purchase, within sixty (60) days of policy termination, an extension of the coverage granted by this policy. This reporting period extension shall remain in force for a period of either twelve (12), twenty-four (24), or thirty-six (36) months after the policy

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terminates, but only for **Claims** resulting from a **Medical Incident** or **Personal Injury** committed before the effective date of the cancellation or nonrenewal, and otherwise covered by this policy. Increased premiums or deductibles or modifications of coverage terms or conditions upon renewal do not constitute cancellation or nonrenewal.

The premium for this Extended Reporting Period will not exceed one hundred fifty percent (150%) for twelve months, two hundred percent (200%) for twenty-four months, or two hundred fifty percent (250%) for thirty-six months of the full annual premium set forth in the Declarations and any attached endorsements, and must be elected and paid within sixty (60) days after the effective date of the policy's termination. Such additional premium is deemed fully earned immediately upon the inception of the Extended Reporting Period.

The Extended Reporting Period is added by endorsement and, once endorsed, cannot be cancelled. The Extended Reporting Period does not reinstate or increase the Limits of Liability. The Company's Limits of Liability during the Extended Reporting Period are part of, and not in addition to, the Company's Limits of Liability stated in the Declarations.

#### H. Supplementary Coverages

It is agreed that any and all payments made for the following is included within, and shall not be in addition to, the Policy Limits as described in this Policy.

1. The Company will pay **Claim Expenses** incurred in the defense of any disciplinary proceeding or investigation against an Insured by any licensing board, disciplinary board, peer review committee, or similar entity alleging professional misconduct or violation of the rules of professional conduct, provided that the alleged misconduct or violation first occurred after the **Retroactive Date** and arises out of the Insured's performance of the Named Insured's professional services as described in the Declarations. This provision applies only to disciplinary proceedings first brought against an Insured during the **Policy Period** and reported to the Company no later than sixty (60) days after the end of **Policy Period**. The Company's obligation to defend an Insured under the provision is subject to a sub-Limit of Liability of \$25,000 and applies only to **Claims Expenses** incurred with the consent of the Company. **Damages** are not covered by this provision.

This sub-Limit of Liability is the maximum amount payable under this provision for the **Policy Period**, regardless of the number of disciplinary proceedings first commenced during the **Policy Period** or the number of Insureds subject to disciplinary proceedings. There will be no deductible for payments made under this provision, and any such payments are a part of, and not in addition to, the Company's Limits of Liability as described in the Declarations.

2. The Company will pay reasonable expenses incurred by the Insured at the Company's request to assist in the investigation of the **Claim** or defense of the suit, including actual loss of earnings up to \$500 a day for each Insured because of time off from work, subject to an aggregate amount of \$5,000 for each individual Insured for each **Claim**, not to exceed an aggregate amount of \$10,000 per **Policy Period**. There will be no deductible for payments made under this provision, and any such payments are a part of, and not in addition to, the Company's Limits of Liability as described in the Declarations.

#### Part II. Exclusions

This policy does not apply to any **Claim** or **Claim Expenses** based upon, attributable to, or arising out of:

- A. Obligations of any Insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.
- B. **Bodily Injury** to any of the following:
  1. Officers, directors, partners, employees or volunteer workers of the Insured arising out of and in the course of employment by the insured;
  2. The spouse, child, parent, or sibling of B. (1.) above.
- C.
  1. Refusal to employ;
  2. Termination of employment;

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3. Coercion, demotion, performance evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, retaliation or other actual or alleged employment related practices, procedures, policies, acts or omissions;
  4. Consequential **Bodily Injury** or **Personal Injury** as a result of **C. 1.** through **3.** above.

This exclusion applies whether the Insured may be held liable as an employer or in any other capacity and to any obligation to share **Damages** with or to repay someone else who must pay **Damages** because of the injury.

It is further agreed that no coverage shall apply under this policy to any **Claim** brought by or against any spouse, child, parent, brother or sister of the Insured or any other person. The Company shall not have a duty to defend any **Claim**, suit, arbitration or any other form of a trial court proceeding.

- D. Dishonest, fraudulent, criminal or intentional acts, errors or omissions committed by or at the direction of any Insured.
- E. Any act committed in violation of any federal, state or local law, statute, ordinance or regulation.
- F. A **Claim** by any Insured under this policy against any other Insured under this policy.
- G. Any obligation or liability assumed by any Insured under any contract or any oral or written agreement, unless liability would have attached in the absence of such a contract or agreement, including the Insured's decision to unilaterally terminate or otherwise alter, remove or abridge any rights, benefits or obligations under any contract or agreement.
- H. Injury for which any Insured may be held liable as proprietor, administrator, officer, stockholder or member of directors, trustees or governors of any hospital, sanitarium, clinic with bed and board facilities, nursing home, assisted living facility, laboratory or other enterprises not named in the Declarations.
- I. Arising out of or involving the use of excessive influence or power on any individual, or the actual or alleged inappropriate physical contact or contact that is deemed by or alleged by the individual to be sexual or in any way unwelcomed. However, the Company does agree to defend any such **Claim**, subject to the applicable limits of liability, until a final judgment has been determined; however, if judgment is rendered against the Named Insured, the Named Insured, upon written demand by the Company, agrees to reimburse the Company for all **Claims Expenses** incurred in the defense of such **Claim**, within ten (10) days.
- J. Performance of, or failure to perform any service by any Insured while under the influence of intoxicants or drugs.
- K. Obstetrical procedures, including but not limited to any emergency obstetrical procedures.
- L. Any **Claim** or litigation against any Insured occurring prior to, or pending as of the inception date of this policy including but not limited to **Claims**, demands, causes of actions, legal or quasi-legal proceedings, decrees, or judgments.  
  
Any subsequent litigation or **Claims** arising from, or based on substantially the same matters as alleged in the pleadings of such prior or pending litigation.
- M. An act, error, omission, or circumstance likely to give rise to a **Claim** that any Insured had knowledge of prior to the effective date of this policy. This exclusion includes, but is not limited to any prior **Claim** or possible **Claim** referenced in the Insured's application.
- N. Gathering, use or dissemination of "Personal Information" in any form, including but not limited to any violation of The Health Insurance Portability and Accountability Act of 1996 (HIPAA). "Personal Information" includes any numerical, letter, symbol, image, sound, genetic or biological characteristic, or any combination thereof, unique to an individual or group of individuals and/or assigned to an individual or group of individuals by any person, governmental or non-governmental entity.
- O. Experimental or investigational procedures, device(s) or practice protocols.
- P. Use, Administration, or prescription of any drug, pharmaceutical or medical device which has not received final approval by the United States Food and Drug Administration for the treatment of human beings.

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- Q. General liability or liability for goods or products manufactured, sold, handled or distributed by the Named Insured or by others trading under the Named Insured's name.
  - R. Statutory or common law, unfair competition, infringement or violation of any patent or intellectual property rights or laws, including but not limited to copyright, patent, trade dress, trade name, trade secrets, trade mark, service mark, title, slogan, or the misappropriation of any of the foregoing.
  - S.
    1. The actual, alleged or threatened presence, discharge, dispersal, seepage, migration, release or escape of **Pollutants** or asbestos;
    2. The failure to discover or disclose the existence or amount of **Pollutants** or asbestos;
    3. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with **S. 1.** or **2.** Above;
    4. Any 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 asbestos;
    5. Any **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 effect of **Pollutants** or asbestos.
  - T. Ownership, maintenance, use (including operation, loading and unloading), or entrustment to others of any aircraft, automobile, motor vehicle, mobile vehicles or watercraft owned or operated by or rented or loaned to any insured. This exclusion includes the movement of patients in and out of any motor vehicle, aircraft, automobile, motor vehicle or watercraft.
  - U. Claims based on, arising from or attributable to actual or alleged discrimination of any kind, including but not limited to discrimination against or refusal to treat persons based on their age, race, color, national origin, creed, religion, sex, sexual orientation, marital status, occupation, professional or personal affiliations or associations, physical or other disability, HIV or AIDS status or ability to pay; even if such discrimination is related to professional services.
  - V. Any **Claim** based or arising out of professional services which occur while an Insured's professional license to practice is inactive, under suspension, revoked, surrendered, or has otherwise been terminated.

### Part III. Definitions

- A. **Bodily Injury** means physical or mental harm, sickness or disease sustained by a person including death resulting from any of these at any time.
- B. **Claim** means a written demand for monetary or non-monetary relief received by the Insured during the **Policy Period**, including the service of suit, or the institution of an arbitration proceeding. Additionally, **Claims** that arise from an incident, occurrence or offense first reported by the Insured during the **Policy Period** and accepted by the Company in accordance with **Part IV. A. Notice of Claim** will be considered a **Claim** first made during the **Policy Period**.
- C. **Claim Expense** means expenses incurred by the Company or the Insured with the Company's consent in the investigation, adjustment, negotiation, arbitration, mediation and defense of covered **Claims**, whether paid by the Company or the Insured with the Company's consent, and includes:
  1. Attorney fees;
  2. Costs taxed against the Insured in any **Claim** defended by the Company;
  3. Interest on the full amount of any judgment that accrues after entry of the judgment and before the Company has paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit of Liability.
  4. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the available applicable policy limit and only if said **Claims** are covered by the policy.
  5. Reasonable expenses incurred by the Insured at the Company request other than:
    - a. Loss of earnings;



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- b. Salaries or other compensation paid to the Insured or any **Employee** of the Insured.
  - 6. Prejudgment interest award against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
  - D. **Damages** means monetary judgment, award or settlement, except those for which insurance is prohibited by law. **Damages** does not include punitive or exemplary **Damages**, fines or **Damages** that are multiples of any covered **Damages**, penalties, or disputed fees, deposits, commissions or charges for goods or services.
  - E. **Medical Incident** is any act or omission arising out of the providing or failure to provide professional medical or dental services by the Insured and any person whose acts or omissions the Insured is legally responsible for, except other physicians, surgeons, dentists, podiatrists, physician assistants and nurse practitioners.
  - F. **Personal Injury** means injury, other than "Bodily Injury", arising out of one or more of the following offenses to the Insured's patients:
    - 1. False arrest, detention or imprisonment of any patient;
    - 2. Libel, slander or defamation of character of any patient;
    - 3. Mental anguish, mental shock or humiliation of any patient
  - G. **Policy Period** means the period of time stated in the Declarations or any shorter period resulting from policy cancellation or amendment to the policy.
  - H. **Pollutants** means any solid, liquid, gaseous or thermal irritant, contaminant or toxin, whether live or inanimate, including but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals, metals, silica, lead, lead compounds or materials containing lead, asbestos, asbestos compounds or materials containing asbestos, radon, waste or any like substances. In addition to **Pollutants** to be disposed of, **Pollutants** also includes materials to be recycled, reconditioned, or reclaimed.
  - I. **Professional Organization** means the Insured's proprietorship, partnership, professional association, or corporation.
  - J. **Retroactive Date** means the date stated in the Declarations on or after which any alleged or actual negligent act, error or omission must have first taken place in order to be considered for coverage under this policy.

**Part IV. General Conditions (THE FOLLOWING CONDITIONS ARE A PRECEDENT TO COVERAGE UNDER THE POLICY)**

**A. Notice of Claim**

- 1. If during the policy period, any Insured first becomes aware of a **Medical Incident** or **Personal Injury** reasonably expected to give rise to a **Claim** to which this policy applies, the Insured shall, during the policy period, give written notice to the Company of:
  - a. the specific **Medical Incident** or **Personal Injury**, including potential claimants and dates of acts or omissions; and
  - b. the injury or damage which has or may result from such **Medical Incident** or **Personal Injury**; and
  - c. the circumstances by which the insured first became aware of such **Medical Incident** or **Personal Injury**.

Where the Insured has provided adequate notice of **Medical Incident** or **Personal Injury** as indicated above, then any **Claim** subsequently made against the Insured arising out of such **Medical Incident** or **Personal Injury** shall be deemed for the purposes of this insurance to have been first made in the policy period during which notice of the Medical Incident or Personal Injury was first provided by the Insured.

The insured shall cooperate fully with the Company as provided in **Part IV. A. Notice of Claim** and **C. Cooperation**, and any investigation conducted by the Company or its representatives shall be

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subject to the terms set forth in this policy.

2. The Insured must immediately but in no event later than 60 days after the policy period, send copies to the Company of any demands, notices, summonses or legal papers received in connection with any **Claim**. If any Insured fails to comply with conditions governing notice of Claim in the Insuring Agreement and/or this Part IV under the policy, the Company's obligations to such Insured under the policy shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.
3. The Insured must authorize the Company to obtain records and other information.
4. The Insured must tell the Company the details of what happened and provide the names and addresses of any injured person and any witnesses.
5. The Insured must refrain from meeting with any attorney or giving statements or depositions with respect to patient care without first advising the Company.

Please send all claim information to:

Attention: Claims Dept.  
RSUI Group, Inc.  
945 East Paces Ferry Road, Suite 1800  
Atlanta, Georgia 30326-1160  
Or Via Email:  
[reportclaims@rsui.com](mailto:reportclaims@rsui.com)

#### **B. Prohibition of Voluntary Payments and Settlements**

Except at the Insured's own cost, the Insured will not make payment, admit liability, settle Claims, assume any obligation, agree to arbitration or any other means of resolution of any dispute, waive any rights or incur Claim Expenses without prior written Company approval.

#### **C. Cooperation**

The Insured shall cooperate with the Company in the investigation of and handling of any Claim, and upon the Company's request, submit to examination and interrogation by the Company representative, under oath if required, and will attend hearings and trials and assist in affecting settlements, securing and giving evidence, and obtaining the attendance of witnesses. The Insured will take no action or knowingly fail to take action that could prejudice its or the Company's substantive position in connection with any Claim.

#### **D. Protected Health Information**

The Insured consents to the Company reporting any claim settlement or judgment, including factual details, to the National Practitioners Data Bank or any other professional or state agency pursuant to law and regulation.

#### **E. Notice of Cancellation and Non Renewal**

The Named Insured may cancel this policy by mailing or delivering to the Company advance written notice of cancellation.

For other than nonpayment of premium or deductible, the Company will give the Named Insured thirty (30) days written notice prior to cancellation or nonrenewal of this policy by mailing or delivering the notice to the Named Insured's, as shown in the Declarations, last known mailing address. If the Company cancels the policy due to the Named Insured's failure to pay a premium or deductible when due, this policy may be canceled by the Company giving not less than ten (10) days written notice of cancellation.

The cancellation notice will state the effective date of the cancellation and the policy will terminate on that date. If cancelled by the Company, the refund will be the lesser of the pro-rata of the earned premium or Minimum Premium. If canceled by the Insured, the earned premium shall be computed short rate. However, in no event shall we retain less than 25% of the Advance Premium shown in the Declarations.

The Company will send the Named Insured as shown in the Declarations any premium refund due.

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## F. Premium and Audit

Premium for this policy is computed in accordance with the Company's rules, rates, rating plans and minimum premium.

Premium designated in this policy as Advance Premium is a Deposit Premium which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of policy period), designated in the Declarations as the audit period, the earned premium shall be computed for such period and, upon notice thereof to the first Named Insured, shall become due and payable.

Should it become necessary to institute collection activities, including litigation, in order to collect the additional earned premium, then the Insured shall be responsible for 100% of the expenses, fees and cost incurred by the Company in that regard plus any collectible interest. If the total computed earned premium for the policy period is less than the premium previously paid, then we shall receive and retain no less than the minimum premium(s) as shown in the Declarations page of this policy.

The Insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to us at the end of the policy period and at such times during the policy period as we may direct.

## G. Inspections and Surveys

The Company has the right to inspect and survey the Insured's property and business operations. The Company is not obligated to make inspections or surveys and the Company will not warrant that conditions are safe or healthful, or comply with laws, regulations, codes or standards.

## H. Authorization

The first Named Insured listed in the Declarations agrees to act as the Named Insured with respect to the giving and receiving of all notices, exercising of Extended Reporting Period option, cancellation of the policy, payment of premiums and deductibles and receiving of any return premiums that may become due.

## I. Change

This policy contains all of the agreements concerning the insurance provided. The first Named Insured shown in the Declarations is authorized to request changes in the terms of this policy and must notify us of any change in circumstances that might affect the terms of this insurance; this includes but is not limited to a change in members, partners, officers, directors, stockholders, medical professional employee or medical specialty. The policy terms can be amended or waived only by endorsement issued by the Company, and made a part of this policy.

## J. Subrogation

In the event of any **Claim** under this policy, the Company will be subrogated to all the Insured's rights of recovery against any person or organization, and the Insured will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured will do nothing after the loss to prejudice such rights.

## K. Other Insurance

This policy will be excess over, and will not contribute with, any other existing insurance, unless such other insurance is specifically written to be excess of this policy.

If it is determined that both this insurance and other insurance or self insurance apply to any **Claim** on the same basis, whether primary, excess or contingent, the Company will not be liable under this policy for a greater proportion of the **Damages** or **Claim Expenses** than the applicable Limit of Liability under the policy for such **Damages** bears to the total applicable Limit of Liability of all other insurance or self insurance, whether or not collectible against such **Claims**.

## L. Actions Against the Insurer

No action will be taken against the Company unless, as a condition precedent, the Insured is in full compliance with all of the terms of this policy, and until the amount of the Insured's obligations to pay

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shall have been finally determined, either by judgment against the Insured after actual trial, or by written agreement of the Insured, the claimant and the Company.

No person or organization has a right to join the Company as a co-defendant in any action against the Insured or bring the Company into a suit seeking **Damages** from the Insured.

**M. Non-Transferability**

The Insured rights and duties under this policy may not be transferred without the written consent of the Company.

**N. Coverage in Bankruptcy**

Bankruptcy or insolvency of the Insured or of the Insured's estate does not relieve the Company of its obligations under this policy.

**O. False or Fraudulent Claims**

If an Insured makes any **Claim** that is false or fraudulent, this insurance shall become void and entitlement to coverage for all **Claims** hereunder shall be forfeited.

**P. Application**

The Insured agrees that the statements in the application are personal representations, that they shall be deemed material and that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between the Insured and the Company, or any of its agents, relating to this insurance. The signed application, and any attachments thereto, submitted in connection with this Policy are incorporated herein and constitute a part of this Policy.



A Berkshire Hathaway Company

945 E Paces Ferry Rd NE | Suite 1800  
Atlanta, Georgia 30326  
404.231.2366. [rsui.com](http://rsui.com)

ATTN: Health Care Providers – Applicants and Policyholders

RE: HIPAA Privacy and Security Rule Compliance

The Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and associated regulations require health care providers to maintain the confidentiality of patients’ protected health information (“PHI”). PHI includes, among other things, medical records and billing records relating to medical care. As a “covered entity” under HIPAA, you are not permitted to share PHI with a “business associate” unless the business associate has provided you with a Business Associate Agreement that provides for the protection of PHI. Although a professional liability insurer may not be deemed to be a “business associate” as defined by HIPAA, we want to assure your compliance with the regulations in the event a Business Associate Agreement is necessary.

We are committed to maintaining the confidentiality of PHI that you may provide as a part of the administration of your insurance coverage. Enclosed you will find a Business Associate Agreement that explains how we will safeguard any PHI that you may provide to us in the process of underwriting your policy or handling a claim on your behalf. Please review it and keep it with your professional liability policy. You do not need to sign or return this agreement to us. Please maintain it in your files to document our mutual obligations with respect to PHI.

If you have any questions or concerns about the Business Associate Agreement, please contact Whitney Thomas at (404)260-3795 or [whitneythomas@rsui.com](mailto:whitneythomas@rsui.com).

Sincerely,

A handwritten signature in cursive script that reads 'Whitney Thomas'.

Whitney Thomas  
Regulatory Compliance  
RSUI Group, Inc.

## **BUSINESS ASSOCIATE AGREEMENT**

THIS BUSINESS ASSOCIATE AGREEMENT (“Agreement”) is executed by Landmark American Insurance Company, Covington Specialty Insurance Company, RSUI Indemnity Company and RSUI Group, Inc. (“Business Associate”) in favor of its insured healthcare providers (the “Provider”).

### **RECITALS**

WHEREAS, the Business Associate provides professional liability insurance to the Provider pursuant to a policy of insurance (the “Business Arrangement”), and in connection with the Business Arrangement the Provider discloses to the Business Associate certain individually identifiable protected health information (“PHI”) that is subject to protection under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended from time to time.

WHEREAS, the parties desire to comply with the HIPAA standards for privacy of PHI of patients of the Provider, and to set forth the terms and conditions pursuant to which the parties will handle PHI that Business Associate receives in the course of performing its services for or on behalf of the Provider under the Business Arrangement.

NOW THEREFORE, for and in consideration of the recitals above, the benefits to Business Associate under the Business Arrangement and the mutual covenants and conditions herein contained, Business Associate agrees as follows:

### **SECTION 1 – DEFINITIONS**

Terms used, but not otherwise defined in the Agreement shall have the same meaning as set forth in the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Rules”), 45 CFR parts 160-164, as promulgated by the United States Department of Health and Human Services (“HHS”), as amended from time to time.

### **SECTION II – OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE**

- a. Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as required by law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Provider any use or disclosure of the PHI, of which it becomes aware, and otherwise not provided for by this Agreement.
- e. Business Associate shall require its agents and subcontractors that receive PHI from Business Associate or Provider to agree to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. Business Associate agrees to make available and provide right of access to PHI held by the Business Associate that does not merely duplicate the information maintained by the Provider, to Provider at its request, or as directed by Provider, to an Individual. Business Associate shall provide access within reasonable time and manner as specified by Provider.

- g. Business Associate agrees to incorporate all amendments or corrections to PHI when notified by the Provider in writing that such information is inaccurate or incomplete. 45 CFR § 164.526
- h. Business Associate agrees to make available to the Secretary of HHS (or its designee) all internal practices, books, and records relating to the use and/or disclosure of PHI received from the Provider, for purposes of determining the Provider's compliance with the Privacy Rules, subject to attorney-client and other applicable legal privileges.
- i. Business Associate agrees to provide an accounting of such disclosures of PHI to Provider or, as directed by Provider, to an Individual in accordance with 45 CFR § 164.528, as amended from time to time. Business Associate shall provide such accounting within a reasonable time and manner as specified by the Provider.
- j. Business Associate shall comply with all applicable requirements of the HIPAA Security Rule.
- k. Business Associate shall immediately report to Covered Entity any breach of PHI, as defined by HIPAA. Business Associate shall cooperate with Covered Entity's investigation, mitigation and response efforts related to any such breach. Additionally, Business Associate shall be responsible for any costs, liabilities, damages, expenses, and attorney's fees incurred by Covered Entity related to such breach.
- l. In the event Business Associate undertakes any of Covered Entity's duties under HIPAA, Business Associate shall comply with all HIPAA regulations applicable to Covered Entity in the discharge of such duties.

## **2.1 PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE**

- a. Business Associate, its agents and employees, may use or disclose PHI as necessary to perform its duties under the Business Arrangement and only as allowed by the terms of the Business Arrangement, this Agreement, or as required or allowed by law.
- b. Business Associate may also use and/or disclose PHI as necessary for the proper management and administration of Business Associate, and to carry out the legal responsibilities of Business Associate.
- c. Business Associate agrees that it will not use or disclose PHI in a manner that violates or would violate the Privacy Rules, or the minimum necessary policies and procedures of the Provider that are communicated to Business Associate.
- d. Business Associate may use PHI to report violations of the law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1).

## **SECTION III – OBLIGATIONS OF THE PROVIDER**

- a. Provider shall notify Business Associate of any limitation(s) in the Provider's notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- b. Provider shall notify Business Associate, in writing and in a timely manner, of any restrictions or other arrangement to which the Provider has agreed with an individual in accordance with 45 CFR § 164.522, to the extent that such changes may affect Business Associate's use or disclosure of PHI hereunder; provided however, that the Provider will not agree to, and Business Associate will not be required to comply with, any restriction that is inconsistent with the purpose or terms of the Business Arrangement.

### **3.1 PERMISSIBLE REQUESTS BY PROVIDER**

Provider shall not request Business Associate to use and/or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Provider; provided however, that the Business Associate will use or disclose PHI for management and administrative activities of the Business Associate as outlined in Section 2.1.

## **SECTION IV – TERM AND TERMINATION**

### **4.1 TERM AND TERMINATION**

This Agreement shall remain in effect for the entire term of the Business Arrangement, or until terminated as set forth herein. This Agreement will automatically terminate without further action of the parties upon the termination or expiration of the Business Arrangement, subject to the following:

The Provider acknowledges and agrees that, due to the nature of the Business Arrangement, the Business Associate must have the ability to receive PHI from the Provider for as long as the Business Arrangement is in place, and that the Business Associate must have the ability to receive PHI from the Provider for the duration of any defense obligations arising under the Business Arrangement. Thus, the Provider acknowledges and agrees that termination of this Agreement is not feasible as long as the Business Arrangement is in place, or as long as Business Associate has any defense obligations arising under the Business Arrangement. Accordingly, any other provision in this Agreement notwithstanding, the parties agree that (a) any notice of termination of this Agreement will also serve as notice of termination of the Business Arrangement, (b) the termination of this Agreement will under no circumstances be effective until the termination of the Business Arrangement is effective, and (c) this Agreement may not be terminated and will remain in effect as long as Business Associate has any defense obligations arising under the Business Arrangement.

### **4.2 TERMINATION FOR MATERIAL BREACH**

Subject to Section 4.1, upon Provider's knowledge of a material breach by Business Associate, Provider shall either:

- a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Business Arrangement if Business Associate does not cure the breach or end the violation within a reasonable time specified by the Provider;
- b. Immediately terminate this Agreement and the Business Arrangement if the Business Associate has breached a material term of this Agreement and cure is not possible; or
- c. If neither termination nor cure is feasible, Provider shall report the violation to the Secretary of HHS.

### **4.3 RETURN/DESTRUCTION OF PHI**

Except as provided in Section 4.4, upon termination of the Business Arrangement (and any ongoing defense obligations, if applicable), for any reason, Business Associate will, if feasible, return or destroy PHI received from, or created or received by it on behalf of the Provider that Business Associate maintains in any form, including any backup tapes. Business Associate shall retain no copies of such information. Business Associate further agrees to use its best efforts to recover PHI in the possession of subcontractors or agents.



#### 4.4 NO FEASIBLE OR PRACTICAL RETURN/DESTRUCTION OF PHI

Business Associate has determined that returning or destroying PHI is infeasible for ongoing defense obligations (if applicable), state regulatory requirements imposed upon professional liability insurers, such as reporting, review, and audit requirements, and carrying out any necessary business responsibility of the Business Associate. This serves as Business Associate's notification to Provider of the conditions that make return or destruction infeasible. Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

#### SECTION V – MISCELLANEOUS

- a. Regulatory References – A reference in this Agreement to a section of the Privacy Rule means the section as in effect or as amended.
- b. Amendment – The parties recognize that this Agreement may need to be modified from time to time and agree to take such action as is necessary to amend this Agreement for Provider to comply with federal and state law including, but not limited to the requirements of the Privacy Rule and HIPAA.
- c. Survival – The respective rights and obligations of Business Associate under Section 4.3 of this Agreement shall survive the termination of this Agreement.
- d. Notices – All notices and other communications required or permitted pursuant to this Agreement shall be in writing, addressed to the party at the party's regular business address. All notices and other communications shall be sent by overnight courier or sent by registered or certified mail, return receipt requested.
- e. Interpretation – Any ambiguity in this Agreement shall be resolved to permit Provider to comply with HIPAA and the Privacy Rules.

BUSINESS ASSOCIATE:

Signed:

A handwritten signature in black ink, appearing to read 'Michael Wayman', with a long horizontal flourish extending to the right.

Michael Wayman  
Senior Vice President  
RSUI Group, Inc.

Address for Notice:

RSUI Group, Inc.  
945 East Paces Ferry Road  
Suite 1800  
Atlanta, GA 30326

*This Endorsement Changes The Policy. Please Read It Carefully.*

## **100% EARNED ENDORSEMENT**

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This endorsement modifies insurance provided under the following:

### **PHYSICIANS, SURGEONS, DENTISTS AND PODIATRISTS PROFESSIONAL LIABILITY COVERAGE FORM**

In the event of cancellation of this policy by the Insured, the minimum earned premium shall be 100% of the policy premium. Therefore, no return premium will be due the insured.

Nothing in this endorsement is deemed to affect the Company's cancellation rights which remain as indicated in the coverage form.

All other terms and conditions of this policy remain unchanged.

This endorsement effective 9/22/2023  
Forms part of Policy Number LHM851898  
Issued to LOUIS DURKIN MD  
by Landmark American Insurance Company

Endorsement No.: 01

*This Endorsement Changes The Policy. Please Read It Carefully.*

## **ADDITIONAL EXCLUSIONS ENDORSEMENT**

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This endorsement modifies insurance provided under the following:

**PHYSICIANS, SURGEONS, DENTISTS AND PODIATRISTS PROFESSIONAL LIABILITY COVERAGE FORM**

In consideration of the premium charged, it is agreed that **Part II. Exclusions** is amended to include the following:  
Any work as an Emergency Room physician.

All other terms and conditions of this policy remain unchanged.

This endorsement effective 9/22/2023  
Forms part of Policy Number LHM851898  
Issued to LOUIS DURKIN MD  
by Landmark American Insurance Company

Endorsement No.: 02

*This Endorsement Changes The Policy. Please Read It Carefully.*

## **COMPOUNDED SEMAGLUTIDE EXCLUSION**

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This endorsement modifies insurance provided under the following:

### **PHYSICIANS, SURGEONS, DENTISTS AND PODIATRISTS PROFESSIONAL LIABILITY COVERAGE FORM**

In consideration of the premium charged, it is agreed that the following **Exclusion** is added to the policy:

This policy does not apply to any **Claim** or **Claim Expenses** based upon, attributable to, or arising out of:

The administration, prescribing of, compounding of, or use of any semaglutide salt formulations including, but not limited to, semaglutide sodium and semaglutide acetate.

All other terms and conditions of this policy remain unchanged.

This endorsement effective 9/22/2023  
Forms part of Policy Number LHM851898  
Issued to LOUIS DURKIN MD  
by Landmark American Insurance Company

Endorsement No.: 03

*This Endorsement Changes The Policy. Please Read It Carefully.*

## **CRYPTOCURRENCY EXCLUSION**

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This endorsement modifies insurance provided under the following:

### **PHYSICIANS, SURGEONS, DENTISTS AND PODIATRISTS PROFESSIONAL LIABILITY COVERAGE FORM**

1. In consideration of the premium charged, it is agreed that no coverage shall apply under this policy to any **Claim** and/or **Claim Expenses** alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving **Cryptocurrency** or any **Cryptocurrency Offering**.
2. It is agreed that the following definitions are added to **Part III. Definitions**:
  - A. **Cryptocurrency** means any actual or purported electronic, computer derived, digital or virtual instrument, asset, currency, token, coin, unit of account, store of value, funds, or medium of exchange using encryption techniques, methodologies, or technology, including blockchain or similar mechanisms, to secure, verify and/or validate the transfer of such electronic, computer derived, digital or virtual instrument, asset, currency, unit of account, store of value, funds, or medium of exchange between one or more parties.
  - B. **Cryptocurrency Offering** means any direct, indirect, actual, alleged, attempted, or proposed purchase or sale, or offer to purchase or sell, any **Cryptocurrency** issued or created by, or in connection with the Insured.

All other terms and conditions of this policy remain unchanged.

This endorsement effective 9/22/2023  
Forms part of Policy Number LHM851898  
Issued to LOUIS DURKIN MD  
by Landmark American Insurance Company

Endorsement No.: 04

*This Endorsement Changes The Policy. Please Read It Carefully.*

## **EXCLUSION – CORRECTIONAL MEDICINE**

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This endorsement modifies insurance provided under the following:

### **PHYSICIANS, SURGEONS, DENTISTS AND PODIATRISTS PROFESSIONAL LIABILITY COVERAGE FORM**

In consideration of the premium charged, it is agreed no coverage shall apply under this policy to any **Claim** and/or **Claim Expenses** based upon, arising out of, or in any way involving the rendering of or failure to render services of a professional nature, including healthcare services and medical services, by the Insured or by any person or organization for whose acts, errors or omissions the Insured is legally responsible, in a correctional facility or center, detention center, jail, penal institution, prison, remand center, reformatory, or any similar center, facility, or institution.

All other terms and conditions of this policy remain unchanged.

This endorsement effective 9/22/2023  
Forms part of Policy Number LHM851898  
Issued to LOUIS DURKIN MD  
by Landmark American Insurance Company

Endorsement No.: 05

*This Endorsement Changes The Policy. Please Read It Carefully.*

## **MASSACHUSETTS CHANGES – CANCELLATION AND NONRENEWAL (MEDICAL)**

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This endorsement modifies insurance provided under the following:

### **PHYSICIANS, SURGEONS, DENTISTS AND PODIATRISTS PROFESSIONAL LIABILITY COVERAGE FORM**

The Notice of Cancellation and Nonrenewal section of this coverage form is replaced by the following:

#### **A. Notice of Cancellation**

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy, subject to the provisions below, by first class mailing, or by delivery, of a written notice of cancellation to the first Named Insured's last mailing address known to us. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
3. We may cancel this policy only for one or more of the following reasons:
  - a. Nonpayment of premium;
  - b. Criminal acts committed by or at the direction of the insured;
  - c. Suspension or revocation of the applicable license issued to you to operate as a hospital or as a physician, surgeon or dentist; and
  - d. A determination by the commissioner that the continuation of the policy could place us in violation of the Massachusetts insurance laws.
4. Under Item **A.3.**, we will give notice at least:
  - a. 10 days before the effective date of cancellation, if we cancel for nonpayment of premium. The cancellation notice shall contain the information regarding the amount of premium due and the due date, and shall state the effect of nonpayment by the due date. Cancellation shall not be effective if payment of the amount due is made prior to the effective date of cancellation; or
  - b. 60 days before the effective date, if we cancel for any other reason. The notice of cancellation will state the reason for cancellation.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

#### **B. Nonrenewal**

If we decide not to renew this policy, we will mail, by first class mail, or deliver written notice of nonrenewal to the first Named Insured's last mailing address known to us, at least 60 days before the expiration date.

1. We may not renew this policy only for one or more of the following reasons:
  - a. Criminal acts committed by or at the direction of the insured;

This endorsement effective 9/22/2023  
Forms part of Policy Number LHM851898  
Issued to LOUIS DURKIN MD  
by Landmark American Insurance Company

Endorsement No.: 06





## ***IMPORTANT NOTICE***

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### **MASSACHUSETTS SURPLUS LINES DISCLOSURE NOTICE**

**This policy is insured by a company which is not admitted to transact insurance in the commonwealth, is not supervised by the commissioner of insurance and, in the event of an insolvency of such company, a loss shall not be paid by the Massachusetts Insurers Insolvency Fund under chapter 175D.**

*This Endorsement Changes The Policy. Please Read It Carefully.*

## **NUCLEAR ENERGY LIABILITY EXCLUSION**

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This endorsement modifies insurance provided under the following:

### **PHYSICIANS, SURGEONS, DENTISTS AND PODIATRISTS PROFESSIONAL LIABILITY COVERAGE FORM**

**This policy does not apply;**

- a. Under any Liability Coverage**, to 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 Associates 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. Under any Medical Payments Coverage** or any Supplemental Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization;
- c. Under any Liability Coverage** to bodily injury or property damage resulting from the hazardous properties of nuclear material, if:
- (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured, or (b) has been discharged or dispersed therefrom;
  - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (3) the bodily injury or property damage arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility but if such facility is located within the United States of America, its territories or possessions, or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat;
- d. As used in this Endorsement:**
- (1) "Hazardous properties" include radioactive, toxic, or explosive properties;
  - (2) "Nuclear material" means source material, special nuclear material or byproduct material;
  - (3) "Source material", "special nuclear material", and "byproduct 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,

This endorsement effective 9/22/2023  
 Forms part of Policy Number LHM851898  
 Issued to LOUIS DURKIN MD  
 by Landmark American Insurance Company

Endorsement No.: 08

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- (5) "Waste" means any waste material (a) containing byproduct material and (b) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (6), (a) or (b) thereof;
- (6) "Nuclear facility" means:
- (a) any nuclear reactor;
  - (b) any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing spent fuel, or (iii) handling, processing, or packaging waste;
  - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
  - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste; and includes the site on which any of the foregoing is located, all operations conducted on such site, and all premises used for such operations;
- (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.

All other terms and conditions of this policy remain unchanged.

*This Endorsement Changes The Policy. Please Read It Carefully.*

## OPIOID AND CONTROLLED SUBSTANCE EXCLUSION

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This endorsement modifies insurance provided under the following:

### All Coverages without Limitation

In consideration of the premium charged, it is agreed that this Policy will not be triggered or apply and will provide no coverage for indemnity, defense, supplemental or any other exposure where **Claims**, suits, occurrences or demands of any sort, without limitation, against any Insured are:

1. Based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving:
  - a. Any actual or alleged abuse, misuse, illicit use, overuse, addiction, dependency, unlawful distribution, or diversion of any **Controlled Substance**;
  - b. Any supervision, instruction, training, education, recommendation, or guideline given, or which should have been given, in connection with any **Controlled Substance**; or
  - c. Inadequate or inaccurate evaluation, control or reporting of, or the failure to evaluate, control or report, the conduct or suspected conduct described in paragraph **1.a.** above.
2. Brought by or on behalf of any state, municipality or other governmental entity or agency seeking damages, fines, penalties or any other type of relief, whether monetary or not, arising from or in any way related to any Insured manufacturing, selling, distributing, or dispensing **Controlled Substances**.

For the purposes of this exclusion, **Controlled Substances** shall mean:

- a. any opioid or narcotic drug, narcotic medication, or narcotic substance of any type, nature or kind, including, but not limited to, buprenorphine, codeine, fentanyl, hydrocodone, morphine, oxycodone, tapentadol, oxycontin, hydromorphone, medperidine, methadone, oxycodone, or naloxone;
- b. any substance that is a controlled substance defined by or included in the Schedules of the Controlled Substance Act of the United States of America (21 U.S.C. § 801 et seq.) or any other judicial, statutory, regulatory or other legal measure of any nation, province, state, municipality or other governmental division or subdivision; or
- c. any substance that is in the future labelled or determined to be any of the substances described in **a.** or **b.** of this definition.

This exclusion applies even if the **Claims** or suits against any Insured allege negligence, including but not limited to negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by any Insured.

This exclusion also applies to any **Claim** or suit by or on behalf of any individual or entity seeking certification at any time as a class action, whether or not such action is actually certified, arising from or in any way related to any Insured manufacturing, selling, distributing, or dispensing **Controlled Substances**.

However, this exclusion shall not apply to any **Claim** by or on behalf of a patient, arising out of an actual or alleged negligent act, error or omission by the Insured in the prescribing, administering, or dispensing of a **Controlled Substance** for its intended use, or in providing counseling or treatment related to any **Controlled Substance**.

All other terms and conditions of this policy remain unchanged.

This endorsement effective 9/22/2023  
Forms part of Policy Number LHM851898  
Issued to LOUIS DURKIN MD  
by Landmark American Insurance Company

Endorsement No.: 09

*This Endorsement Changes The Policy. Please Read It Carefully.*

## **SERVICE OF SUIT**

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This endorsement modifies insurance provided under the following:

### **ALL COVERAGE PARTS**

In the event of our failure to pay any amount claimed to be due, we, at your request, will submit to the jurisdiction of any court of competent jurisdiction within the United States of America. Nothing in this condition constitutes or should be understood to constitute a waiver of our rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court or seek a transfer of a case to another Court as permitted by the laws of the United States or of any state in the United States, moreover, this endorsement is not an agreement that the law of a particular jurisdiction applies to any dispute under the policy.

Service of process in such suit may be made upon the Senior Claims Officer of RSUI Group, Inc. 945 East Paces Ferry Road, Suite 1800, Atlanta, GA 30326-1160, or his designee. In any suit instituted against any one of them upon this contract, we will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above named is authorized and directed to accept service of process on our behalf in any such suit and/or upon your request to give a written undertaking to you that we will enter a general appearance upon our behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States of America, which makes provision therefore, we hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for the purpose in the statute, or his successor or successors in office, as our true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by you or on your behalf or any beneficiary hereunder arising out of this contract of insurance, and we hereby designate the above named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

All other terms and conditions of the policy remain unchanged

This endorsement effective 9/22/2023  
Forms part of Policy Number LHM851898  
Issued to LOUIS DURKIN MD  
by Landmark American Insurance Company

Endorsement No.: 10

*This Endorsement Changes The Policy. Please Read It Carefully.*

## **VIOLATION OF CONSUMER PROTECTION LAWS EXCLUSION**

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This endorsement modifies insurance provided under the following:

### **PHYSICIANS, SURGEONS, DENTISTS AND PODIATRISTS PROFESSIONAL LIABILITY COVERAGE FORM**

This insurance does not apply to any **Claim** based upon or arising directly, or indirectly, out of any actual or alleged violation of any federal, state or local consumer protection law(s), statute, ordinance or regulation including, but not limited to, the following:

1. The False Claims Act (FCA), including any amendment of or addition to such law;
2. The Dodd-Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank), including any amendment of or addition to such law;
3. The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA);
4. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
5. The Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (CAN-SPAM Act), including any amendment of or addition to such law;
6. Any that address, prohibit, or limit the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information;
7. Any communication, distribution, publication, sending or transmission via telephone, telephone facsimile machine, computer or other telephonic or electronic devices, including claims asserted under the common law;
8. **Claims** brought by any state or federal government agency, or any person or entity on their behalf, including qui tam **claims**, seeking to enforce any consumer protection law; or
9. Actual or alleged violation of any laws, regulations or guidelines relating to the accessibility of the Insured's website.
10. Any biometric privacy law or any such similar law or statute anywhere in the world that governs or relates to the collection, use, safeguarding, handling, storage, retention or destruction of biometric identifiers, biometric data or biometric information of any kind, including but not limited to retina or iris scans, fingerprints, voiceprints, or scans of hand or face geometry.

All other terms and conditions of this policy remain unchanged.

This endorsement effective 9/22/2023  
Forms part of Policy Number LHM851898  
Issued to LOUIS DURKIN MD  
by Landmark American Insurance Company

Endorsement No.: 11