HEALTHCARE PROVIDERS SERVICE
ORGANIZATION PURCHASING GROUP

Certificate of Insurance
OCCURRENCE POLICY FORM

PRODUCER | BRANCH | PREFIX | POLICY NUMBER
----------|--------|--------|---------------
018088    | 970    | HPG    | 127201333

Policy Period
From 08/26/2013 to 08/26/2014 at 12:01 AM Standard Time

Named Insured
Students of the Allied Health Sciences Courses of the Participating Colleges of the Florida College System Risk Management Consortium
4500 NW 27th Avenue, Suite D2
Gainesville, FL 32606-7010

Medical Specialty | Code
School Blanket - Healthcare Provider Students | 80998

Professional Liability
Your professional liability shown above include the following:
• Personal Injury Liability
• included above

Coverage Extensions

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grievance Proceedings</td>
<td>$10,000</td>
<td>aggregate</td>
</tr>
<tr>
<td>Defendant Expense Benefit</td>
<td>$10,000</td>
<td>aggregate</td>
</tr>
<tr>
<td>Deposition Representation</td>
<td>$5,000</td>
<td>aggregate</td>
</tr>
<tr>
<td>Assault</td>
<td>$25,000</td>
<td>aggregate</td>
</tr>
<tr>
<td>Medical Payments</td>
<td>$2,000 per person</td>
<td>aggregate</td>
</tr>
<tr>
<td>First Aid</td>
<td>$1,000 per incident</td>
<td>aggregate</td>
</tr>
<tr>
<td>Damage to Property of Others</td>
<td>$10,000</td>
<td>aggregate</td>
</tr>
</tbody>
</table>

Total: $305,070.47

Base Premium | $303,490.80
Florida Guaranty Association - 2012 Regular Assessment | $2,579.67

Policy Forms and Endorsements
(Please see attached list for a general description of the policy forms / endorsements that may or may not apply to this policy)
G-144918-A
G-144923-A
G-145184-A
G-147292-A
G-144925-A
G-144928-A
G-144931-A09
GSL 11060XX

Keep this document in a safe place. It and proof payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. In order to activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

Master Policy: 188711433

G-141241-B (03/2010) Coverage Change Date: Endorsement Change Date:

Chairman of the Board

Secretary
SCHOOL POLICY
FOR HEALTHCARE PROVIDER STUDENTS

OCCURRENCE

THIS IS AN OCCURRENCE POLICY AND, SUBJECT TO ITS PROVISIONS, APPLIES ONLY TO THOSE CLAIMS WHICH ARE THE RESULT OF MEDICAL INCIDENTS THAT OCCURRED ON OR AFTER THE EFFECTIVE DATE OF COVERAGE, AND BEFORE THE EXPIRATION DATE STATED ON THE CERTIFICATE OF INSURANCE. CLAIM EXPENSES SHALL BE IN ADDITION TO THE LIMIT OF LIABILITY.

"We" are the stock insurance company designated on the certificate of insurance. In consideration of the premium charged, and in reliance upon all statements made and information furnished to us, and subject to the provisions of this Policy, we agree that:

I. COVERAGE AGREEMENT

Coverage under any of the following coverage agreements apply only to acts, errors or omissions, including medical incidents or personal injury, which occurred on or after the effective date of coverage, and before the expiration date of the policy period stated on the certificate of insurance.

In addition to the limit of liability, we will also pay claim expenses.

A. PROFESSIONAL LIABILITY

We will pay all amounts, up to the Professional Liability limit of liability stated on the certificate of insurance, that you become legally obligated to pay as damages as a result of a professional liability claim arising out of a medical incident in the rendering of professional services by you or by someone for whose professional services you are legally responsible.

We will also pay all amounts, up to the Professional Liability limit of liability as stated on the certificate of insurance, that the named insured becomes legally obligated to pay as damages, but only as respects the named insured’s liability for your medical incidents and solely to the extent that:

1. a professional liability claim is made against you and the named insured; and

2. in any ensuing litigation arising out of such professional liability claim, you and the named insured remain as co-defendants.

In no event is there any coverage provided under this Policy for a medical incident that is the direct liability of the named insured.

B. PERSONAL INJURY LIABILITY

We will pay all amounts, up to the Personal Injury Liability limit of liability stated on the certificate of insurance, that you become legally obligated to pay as damages as a result of a personal injury claim arising out of personal injury.
II. COVERAGE EXTENSIONS

Although payment does not arise from claims, we will pay amounts provided by these Coverage Extensions as follows:

A. GRIEVANCE PROCEEDINGS

We will pay you up to the Grievance Proceedings limit of liability stated on the certificate of insurance, for attorney fees incurred by you for your investigation and defense of a grievance proceeding. Notice of such grievance proceeding must:

1. arise from a medical incident and must have occurred on or after the effective date and on or before the expiration date of the policy period stated on the certificate of insurance; and
2. be made to you by the named insured.

In no event shall the amount payable hereunder exceed the per proceeding and aggregate grievance proceedings limits of liability shown on the certificate of insurance regardless of the number of you or the number of such proceedings.

The amount payable for attorney fees will not exceed $150 per hour.

You have the right to select your legal defense counsel, but only for the purpose of your defense of a covered grievance proceeding under this Coverage Extension.

B. DEFENDANT EXPENSE BENEFIT

We will pay you or the named insured up to the Defendant Expense Benefit limit of liability stated on the certificate of insurance, for all covered expenses incurred by you or the named insured as a result of a covered claim.

These amounts must result from you or the named insured being required by us or by the defense attorney we designate, to attend a trial, hearing or proceeding. In no event shall the amount payable hereunder exceed the aggregate Defendant Expense Benefit limits of liability shown on the certificate of insurance regardless of the number of you or the number of such proceedings.

C. DEPOSITION REPRESENTATION

We will pay up to the Deposition Representation limit of liability stated on the certificate of insurance, for attorney fees, charged by an attorney we designate, to prepare you for deposition provided:

1. you receive a subpoena, during the policy period, for documents or testimony arising out of professional services;
2. you provide us with a copy of the subpoena;
3. the subpoena arises out of a lawsuit to which you are not a party; and
4. you have not been engaged to provide advice or testimony in connection with the lawsuit, nor have you provided such advice or testimony in the past.

Any notice you give us of such subpoena shall be deemed notification of a potential claim under the DUTIES IN THE EVENT OF A CLAIM section of this Coverage Part.

D. ASSAULT

We will pay you up to the Assault limit of liability stated on the certificate of insurance, for:

1. medical expenses you incur, for injury to you; or
2. reimbursement for property damage to your personal property resulting from an assault on you at the insured location, provided that:

1. such assault occurs during the policy period;
2. you, or someone acting on your behalf, give us written proof of claim and as soon as practicable, under oath if required, and execute authorizations to allow us to obtain copies of all medical documents relating to such assault; and

3. you submit to physical examination by a physician(s) selected by us when, and as often as, we may reasonably require.

This coverage does not apply to property damage to any mode of transportation used by you or property damage to any business or personal property owned, leased or rented by any other person or business enterprise while in your possession.

This coverage does not apply to any personal property lost or stolen during an assault on you.

E. MEDICAL PAYMENTS

We will pay up to the Medical Payments limit of liability stated on the certificate of insurance, regardless of fault, for necessary medical expenses caused by an incident, other than a medical incident, provided that:

1. the incident occurs during the policy period;

2. the expenses are incurred or medically ascertained within a three (3) year period from the date of the incident;

3. the incident results in injury to a person other than you, while such person is:
   a. at the insured location with the permission of the named insured; or
   b. away from the insured location provided that the injury arises out of a condition at the insured location;

4. the injured person(s), or someone acting on their behalf gives us written proof of claim and as soon as practicable, under oath if required, and execute authorizations to allow us to obtain copies of all medical documents relating to such injury;

5. the injured person submits to physical examination by a physician(s) selected by us when, and as often as, we may reasonably require; and

6. you are not the injured party.

F. FIRST AID

We will pay you up to the First Aid limit of liability stated on the certificate of insurance, amounts for which you voluntarily make payment or incur for first aid rendered to a person, other than you, as a result of injury caused by an incident, other than a medical incident, that occurs during the policy period and that you promptly report to us. The first aid must be provided within a 48-hour period after the injury occurred.

G. DAMAGE TO PROPERTY OF OTHERS

We will pay up to the Damage to Property of Others limit of liability stated on the certificate of insurance, for property damage that occurs during the policy period and is caused by you to the property of others provided such property damage:

1. was not caused intentionally; and

2. occurred only at the insured location.

Within sixty (60) days from the date of property damage, you must submit a sworn statement of such loss to us. You must also exhibit the damaged or destroyed property if such property is in your possession or control.
III. DEFENSE AND SETTLEMENT

We have the right and duty to defend any claim that is a professional liability claim or personal injury claim. We will:

A. do this even if any of the charges of such claim are groundless, false or fraudulent; and

B. investigate and settle any claim, as we feel appropriate.

Our payment of the applicable limit of liability ends our duty to defend or settle. We have no duty to defend any claims not covered by this Policy.

IV. DEFINITIONS

For purposes of this Coverage Part only, words in bold have the meaning set forth below:

"Application" means all signed applications and any attachments thereto for this Policy and for any Policy in an uninterrupted series of policies issued by us, or one of our affiliated companies, or any predecessors of ours or their affiliated companies for which this Policy is a renewal or replacement and any materials submitted with such applications, which shall be maintained on file by us, and be deemed to be attached hereto as if physically attached.

"Asbestos" means the mineral in any form whether or not the asbestos was at any time:

1. airborne as a fiber, particle or dust;
2. contained in or formed a part of a product, structure or other real or personal property;
3. carried on clothing;
4. inhaled or ingested; or
5. transmitted by any other means.

"Assault" means any willful attempt to inflict physical harm on you by another, which results in injury or property damage.

"Auto" means a land motor vehicle, trailer or semi-trailer designed for use on public roads. Any attached apparatus or machinery is included. Mobile equipment is not included.

"Certificate of Insurance" means the page of the Policy, containing specific information about the named insured, including, but not limited to its policy period, limits of liability, premium, endorsements and Policy number.

"Claim" means a demand for money or services alleging injury or property damage. Claim also means the filing of a suit or the starting of arbitration proceedings naming you and alleging injury or property damage.

"Claim Expenses" means:

1. fees charged by an attorney we designate; and
2. all other fees, costs and expenses which result from the investigation, adjustment, defense and appeal of a claim.

These expenses must be incurred by us, or by you or the named insured with our prior written consent.

"Claim Expenses" does not include:

1. salary charges of our regular employees or company officials; or
2. fees and expenses of independent adjusters.
3. Interest on any amount above the named insured’s limit of liability.

"Covered Expenses" means only expenses for travel, food, lodging, and wage loss. You must provide us with written documentation containing sufficient information and detail to identify you, the time, place and circumstances that resulted in such expenses. You must also identify the court and all parties to the action before the court.
“Curriculum” means a course or group of related courses of study offered by the named insured to students seeking a professional designation or a refresher course for healthcare providers, as listed on the application or amended by endorsement.

“Damages” means judgments, awards and settlements you or the named insured are legally obligated to pay because of a covered claim provided any settlement is made with our prior written consent.

“Damages” does not include:
1. the return or restitution of fees, expenses or costs;
2. the return or restitution of government payments imposed directly upon you;
3. civil or criminal fines, sanctions, penalties or forfeitures, whether pursuant to law, statute, regulation or court rule;
4. the multiplied portion of multiplied awards;
5. injunctive or declaratory relief;
6. punitive or exemplary amounts; or
7. plaintiff’s attorneys fees associated with any of the above.

“Employee” means an individual whose work is engaged and directed by the named insured.

“Faculty and Advisors” means individuals who train, advise or supervise students in the healthcare curriculum of the named insured.

“Family Member” means any person related to you by blood, marriage or adoption, whether or not living in your residence, including wards and foster children. It also means any person not related to you who is residing in your home.

“Grievance Proceeding” means a hearing or professional review arising from a medical incident conducted by the named insured.

“Grievance Proceeding” does not mean a complaint from the State Board of Medical Practice or State Licensing Board or any matters involving your license protection.

“Hazardous Properties” means any radioactive, toxic or explosive properties.

“Hostile Fire” means one that becomes uncontrollable or breaks out from where it was intended to be.

“Injury” means bodily injury, sickness, disease, mental or emotional distress sustained by a person, or death.

“Insured Location” means that part of any premises, structures, or grounds used by you in the course of participation in the curriculum, and used at the direction and permission of the named insured.

“Medical Incident” means any act, error or omission in your providing of professional services which results in injury or property damage. Medical incident does not include personal injury.

“Named insured” means the school named on the certificate of insurance.

“Notice” means the official documentation you receive from the named insured which initiates a grievance proceeding.
“Nuclear Facility” means:

1. any nuclear reactor;
2. any equipment or device designed or used for:
   a. separating the isotopes of uranium or plutonium,
   b. processing or utilizing spent fuel, or
   c. handling, processing or packaging waste;
3. 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 named insured's custody 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;
4. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste; or
5. any site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

“Nuclear Material” means "byproduct material", "source material", and/or "special nuclear material" as defined in the Atomic Energy Act of 1954 and any of its amendments.

“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. With respect to property damage or destruction of property, the word property damage or destruction includes all forms of radioactive contamination of property or loss of use.

“Personal Injury” means injury arising out of one or more of the following offenses committed in the conduct of your professional services:

1. testimony given at or arising out of inquests;
2. malicious prosecution;
3. false arrest, detention, imprisonment, wrongful entry or eviction or other invasion of the right of private occupancy;
4. libel, slander or other disparaging materials;
5. a violation of an individual’s or entity’s right to privacy;
6. assault, battery, mental anguish, mental shock or humiliation;
7. misappropriation of advertising ideas, trade secrets, or style of doing business; or
8. infringement of patent, copyright, trademark, trade name, trade dress, service mark, service name, logo, title or slogan.

“Personal Injury Claim” means a claim arising out of personal injury.

“Personal Property” means those items owned and used by you in the curriculum of the named insured.

“Policy Period” means the time from 12:01 A.M. on the inception date of this Policy to the earlier of 12:01 A.M. of the expiration, termination or cancellation date of this Policy. All times are determined by the named insured's address as set forth in the certificate of insurance.

“Pollutants” means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed. Pollutants do not mean heat, smoke or fumes from a hostile fire.
“Professional Liability Claim” means a claim arising out of a medical incident.

“Professional Services” means:

1. the furnishing of healthcare services, including the furnishing of food, beverages, medications or appliances in connection with such services, and the post-mortem handling of human bodies by a student; or

2. the training, advising or supervising of students by faculty and advisors.

“Professional Services” does not mean:

1. providing healthcare services as a licensed, certified, accredited, trained or qualified healthcare provider, except as noted above; or

2. services as a member of a formal accreditation, standards review, or similar professional board or committee, including the directives of such board or committee.

“Property Damage” means:

1. physical injury to tangible property, including all resulting loss of use of that property; or

2. loss of use of tangible property that is not physically injured.

“Related Claim” means all claims arising out of a single act, error or omission or arising out of related acts, errors or omissions in the rendering of professional services.

“Related acts, errors or omissions” mean all acts, errors or omissions in the rendering of professional services or placement services that are logically or causally connected by any common fact, circumstance, situation, transaction, event, advice or decision.

“Spent Fuel” means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor.

“Student” means an individual who:

1. is enrolled and engaged in the healthcare curriculum of the named insured with the intent of receiving a professional designation;

2. has graduated from the named insured within the past six (6) months and is a candidate for certification and/or licensing as a healthcare provider; or

3. has already received a professional designation, but is enrolled and engaged in healthcare provider refresher courses with the named insured.

"Waste" means any product containing nuclear material other than the tailings produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its nuclear material content; or resulting from the operation by any entity of any nuclear facility included under the first two paragraphs of the definition of nuclear facility.

“You” or “Your” means:

1. a student; or

2. the faculty and advisors.

V. EXCLUSIONS

We will not defend any claim for, or pay any amounts, damages or claim expenses, based on, arising out of, or related to:

A. injury to: an employee of the faculty and advisors or the named insured arising out of and in the course of employment by the faculty and advisors or the named insured; or

3-1. a family member of that employee as a consequence of 1 above; or your family member;
This exclusion applies:

1. whether the faculty and advisors or the named insured may be liable as an employer or in any other capacity; or

2. to any obligation to share amounts with or repay someone else who must pay amounts because of the injury;

B. any unemployment, workers’ compensation, disability benefits, or other similar law;

C. any of your acts, errors or omissions in any professional capacity except that of a student or faculty and advisors.

D. any curriculum other than that which is indicated on the application.

E. any liability that the you or the named insured assume under any contract or agreement. This exclusion does not apply to:
   1. liability you or the named insured assumes under a contract with a Health Maintenance Organization, Preferred Provider Organization, Independent Practice Association, or any other similar organization; but only for such liability as is attributable to your alleged negligence; or
   2. a warranty of fitness or quality of any therapeutic agents or supplies you or the named insured have furnished or supplied in connection with treatment you have performed;

F. any liability you or the named insured has for a business or profession, other than that named on the certificate of insurance;

G. a willful violation of a statute, ordinance or regulation imposing criminal penalties. We will defend any civil suit against you or the named insured seeking amounts, which would be covered if this exclusion did not apply. In such case, we will pay only claim expenses;

H. injury or property damage based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving you or the named insured owning, using, taking care of, operating, leasing or renting, loading or unloading of patients or property from, transporting patients in, or entrusting to others an auto, mobile equipment, watercraft or aircraft, including an auto, mobile equipment, watercraft or aircraft which is loaned to you or the named insured or which is operated for the named insured by you, including an auto owned by you.

I. any injury, or property damage:
   1. with respect to which you or the named insured are also an insured under a Nuclear Energy Liability Policy issued by:
      a. Nuclear Energy Liability Insurance Association; or
      b. Mutual Atomic Energy Liability Underwriters; or
      c. Nuclear Insurance Association of Canada,
   or any of their successors, or would be an insured under any such Policy if it had not terminated due to exhaustion of its limits of liability; or
   2. resulting from the hazardous properties of nuclear material and with respect to which:
      a. any person, organization or entity is required to maintain financial protection pursuant to the Atomic Energy Act of 1954 or any of its amendments, or
      b. you or the named insured are, or had this Policy not been issued would be, entitled to indemnity from the United States of America or any of its agencies, under any agreement entered into by the United States of America or any of its agencies with any person, organization or entity;
   3. resulting from the hazardous properties of nuclear material if:
      a. the nuclear material:
         i) is at any nuclear facility owned or operated by or on behalf of you or the named insured; or
ii) has been discharged or dispersed therefrom; or

iii) is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of you or the named insured;

b. the injury or destruction arises out of the furnishing by you or the named insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility. If such facility is within the United States of America, its territories, possessions or Canada, this subparagraph 3.b. applies only to injury to or destruction of property at such nuclear facility.

J. liability resulting from professional services you provide while your license or certification to practice is suspended, revoked, or no longer valid;

K. injury or property damage you or the named insured expected or intended, or which a reasonable person would have expected. This exclusion does not apply to injury or property damage resulting from the use of reasonable force to protect persons or property;

L. actual or alleged involvement in any:
   1. federal or state anti-trust law violation; or
   2. agreement or conspiracy to restrain trade.

This exclusion does not apply to claims arising from your activity as a member of any committee, panel, or board which provides underwriting or claims advice or recommendations, provided your activity is within the scope of the committee's, panel's, or board's established guidelines;

M. any loss, cost or expense:
   1. which would not have happened in whole or in part, but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time; or
   2. arising out of any:
      a. claim or suit by or on behalf of a governmental authority for amounts because of testing for, monitoring, cleaning up, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants; or
      b. request, demand or order that you, the named insured, or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effect of pollutants;

N. any claim arising out of any act, error or omission, including a medical incident or personal injury, that happened before the effective date of this Policy;

O. any property damage to, or loss of use of, tangible property unless caused by a medical incident during the policy period;

P. any direct or consequential injury or property damage arising out of any:
   1. refusal to employ; or
   2. termination of employment; or
   3. coercion, demotion, reassignment, defamation, harassment, humiliation, discrimination or other employment related practices, policies, acts or omissions;

Q. any act of sexual intimacy, sexual molestation or sexual assault. We shall provide you or the named insured with a defense of such claim unless or until such act has been determined to have occurred, by any trial verdict, court ruling, regulatory ruling or legal admission, whether appealed or not. Such defense will not waive any of our rights under this Policy. Criminal proceedings are not covered under this Policy regardless of the allegations made against you or the named insured;

R. any loss, cost or expense arising out of, relating to, or involving the actual, alleged or threatened exposure at any time to asbestos; or that may be awarded or incurred:
   1. by reason of a claim or suit relating to asbestos; or
2. in complying with a governmental directive or request to test for, monitor, clean up, remove, contain, or dispose of asbestos.

VI. LIMIT OF LIABILITY

A. Each Claim

Our limits of liability for damages for each claim shall not exceed the amount stated on the certificate of insurance as applicable to "each claim".

B. Aggregate

Subject to provision A. above, our limits of liability for damages for all claims in the aggregate shall not exceed the amount stated on the certificate of insurance as applicable to "all claims in the aggregate".

C. Claim Expenses

Claim expenses are in addition to our limits of liability.

D. Multiple Insureds, Claims and Claimants

The limits of liability shown on the certificate of insurance is the maximum amount we will pay regardless of the number of you insured under this Coverage Part, claims made or persons or entities making claims.

E. Related Claims

If related claims are made against you, all such related claims shall be considered a single claim, and the limits of liability shall be the limits applicable to the policy period in force when the act, error or omission, or earliest of related acts, errors or omissions, occurred.

VII. DUTIES IN THE EVENT OF A CLAIM

The named insured must notify us, or our program administrator, in writing, as soon as practicable, of any act, error or omission, including medical incidents, that may result in a claim. To the extent possible, notice should include:

A. How, when and where such act, error or omission or claim took place;

B. The names and addresses of any injured persons or witnesses; and

C. The nature and location of any injury or property damage arising out of such act, error or omission or claim.

VIII. GENERAL CONDITIONS

A. DUTIES AS THE NAMED INSURED ON THE CERTIFICATE OF INSURANCE

The named insured, on behalf of all of you, will be:

1. authorized to make changes in the terms of this Policy with our consent;

2. the payee of any premiums we refund;

3. responsible for:

a. the payment of all premiums due;

b. keeping records of the information we need for premium computation, and sending us copies at such times as we may request;

c. notifying us that the named insured wants to cancel this Policy.

B. ASSISTANCE AND COOPERATION

In the event of a claim, you and the named insured shall:
1. fully cooperate with us, or our designee, in the making of settlements, the conduct of suits or other proceedings, enforcing any right of contribution or indemnity against another who may be liable to you because of injury or property damage;

2. attend hearings, deposition and trials, assist in securing and giving of evidence, and assist in obtaining the attendance of witnesses;

3. refuse, except at your own cost to voluntarily make any payment, assume any obligation or incur any expense without our written consent.

C. SEPARATION OF INSURED

This Policy applies separately to each of you and the named insured against whom a claim is brought except with respect to:

1. the limits of liability; and

2. any of your duties as the named insured on the certificate of insurance.

D. CHANGES

Notice to any person, other than our program administrator, or knowledge possessed by such person, shall not act as a waiver or change any part of this Policy. It also will not prevent us from asserting any rights under the provisions of this Policy. None of the provisions of this Policy will be waived, changed or modified except by written endorsement issued to form a part of this Policy.

At some time, we may make changes in our insurance Policy forms. Where appropriate, these changes must conform to and be filed with state insurance supervisory authorities for approval. If, during the policy period, we make a Policy change that extends or broadens coverage, without increasing premium, coverage will automatically include such extension or broadening, on the effective date the change is approved in the named insured’s state, except that this will not apply to claims that were reported to us prior to the effective date of such revision.

E. TRANSFER OF INTEREST

You and the named insured must first obtain our written consent to transfer or assign this Policy. If you die, the Policy will continue for the remaining part of the policy period; first, for the benefit of your legal representative while acting within their duties as such, and second, for the benefit of anyone having proper temporary custody of your property until a legal representative is appointed.

F. CONCEALMENT, MISREPRESENTATION, FRAUD

This Policy is void in any case of fraud by you or the named insured relating to it. It is also void if you or the named insured intentionally conceal or misrepresent a material fact or circumstance concerning:

1. this Policy;

2. any covered property or your interest in the covered property; or

3. this insurance.

G. OTHER INSURANCE AND RISK TRANSFER ARRANGEMENTS

If there is any other insurance Policy or risk transfer instrument, including but not limited to, self-insured retentions, deductibles or other alternative arrangements ("other insurance"), that applies to any amount payable under this Policy, such other insurance must pay first. It is the intent of this Policy to apply only to the amounts covered under this Policy which exceed the available limit of all deductibles, limits of liability or self-insured amounts of the other insurance, whether primary, contributory, excess, contingent, or otherwise. This insurance will not contribute with any other insurance. In no event will we pay more than our limit of liability.

These provisions do not apply to other insurance written as specific excess insurance over the limits of liability of this policy.
H. INSURANCE UNDER MORE THAN ONE COVERAGE

If more than one of this Policy's coverages apply to the same injury or property damage, we will not pay more than the limit of liability of the Coverage Part most applicable to the type of injury or property damage sustained, or the actual amount of the injury or property damage, whichever is less.

I. TRANSFER OF RIGHTS OF RECOVERY

If any of you for whom we make payment under this Policy have rights to recover amounts from another, those rights are transferred to us to the extent of our payment. You or the named insured must do everything necessary to secure our rights and must do nothing after injury or property damage to impair them.

J. LEGAL ACTION LIMITATION

You or the named insured may not bring any legal action against us concerning this Policy until:

1. you or the named insured have fully complied with all the provisions of this Policy; and
2. the amount of the named insured or your obligation to pay has been decided. Such amount can be set by judgment against you or the named insured after actual trial or by written agreement between you, the named insured, the claimant and us.

Any entity, or their legal representative, is entitled to recover under this Policy after they have secured a judgment or written agreement. Recovery is limited to the extent of the insurance afforded by this Policy. No entity has any right under this Policy to include us in any action against you or the named insured to determine the named insured or your liability, nor will we be brought into such an action by you or your or the named insured's representative. If you or your estate or the named insured becomes bankrupt or insolvent, it does not change any of our obligations under this Policy.

K. PREMIUM

All premium charges under this Policy will be computed according to our rules and rating plans that apply at the inception of the current policy period. All premiums are fixed and payable when due. They may be paid to us or our program administrator. The first premium is due on the inception date of the Policy. We compute the premium the named insured pays for this Policy using information available prior to the effective date of the Policy.

L. NON-RENEWAL/CANCELLATION

This Policy may be non-renewed or cancelled by us in accordance with requirements specified by the named insured's state insurance supervisory authorities and attached by amendatory endorsement to this Policy.

The named insured can cancel this Policy at any time. To do so, such named insured must mail a written notice to us, telling us when the cancellation is to be effective.

M. RIGHT TO CLAIM INFORMATION

Upon the written request of the named insured, we will provide the named insured with the following information relating to this and any preceding Policy we have issued to the named insured during the previous three years:

1. A list or other record of each claim, not previously reported to any other insurer, of which we were notified in accordance with these Policy Conditions. We will include the date and brief description of the claim if that information was in the notice we received.

2. A summary by Policy year, of claim status and payments made, stated separately, for each Aggregate Limit of Liability shown on the certificate of insurance.

The named insured must not disclose this information to any claimant or their representative without our written consent.

We compile claim information for our own business purposes and exercise reasonable care in doing so. In providing this information to the named insured, we and our program administrator make no
representations or warranties to insureds, insurers, or others to whom this information is furnished by or on the named insured's behalf. Cancellation or non-renewal will be effective even if we inadvertently provide inaccurate information.

N. TERRITORY

This Policy applies to claims brought against you or the named insured in the United States of America, including its territories and possessions, Puerto Rico or Canada.

O. HEADINGS

The descriptions in the headings and subheadings of this Policy are solely for convenience, and form no part of the terms and conditions of coverage.

IN WITNESS WHEREOF, we have caused this Policy to be executed by our Chairperson and Secretary, but this Policy shall not be binding upon us unless completed by the attachment of the Certificate of Insurance and payment of the applicable premium.

Chairperson

Secretary
POLICYHOLDER NOTICE

Ethics and proper business conduct has been the cornerstone of CNA since 1897. While much has changed during the last century, our commitment to these core values has not wavered. We strongly believe that proper business conduct is more than the practice of avoiding wrong; it is also a matter of choosing to do right. Nowhere is this more essential than helping in the fight against terrorism. As such, we are committed to complying with U.S. Department of Treasury Office of Foreign Asset Control (OFAC) requirements.

Through a variety of laws, OFAC administers and enforces economic sanctions against countries and groups of individuals, such as terrorists and narcotics traffickers. These laws prohibit all United States citizens (including corporations and other entities) and permanent residents from engaging in transactions with sanctioned countries and with individuals and entities on the Specially Designated Nationals (SDN) list. Because all U.S. citizens and companies are subject to this law, we wanted to be sure you were aware of its scope and restrictions. If you haven’t already done so, you may want to consider discussing this issue with your legal counsel to ensure you are in compliance.

For insurance companies, accepting premium from, issuing a policy to, insuring property of, or making a claim payment to an individual or entity that is the subject of U.S.-imposed economic sanctions or trade embargoes usually are violations of these laws and regulations. Fines for violating OFAC requirements can be substantial. CNA has established an OFAC compliance program part which includes the use of exclusionary policy language. We believe this makes good business sense for CNA and you.

Our records indicate that you have insurance coverage coming up for renewal with us on the Policy Effective Date shown above. The purpose of this letter is to advise you that your renewal policy includes OFAC exclusionary policy language, which may reduce or eliminate certain coverage. Specifically, if it is determined that your policy violates certain Federal or State laws or regulations, such as the U.S. list of Specially Designated Nationals or Blocked Persons (organizations or individuals associated with terrorist groups) any term or condition of your policy will be null and void to the extent it violates the applicable laws or regulations of the United States.

We're sure you share our commitment to compliance and thank you for your cooperation.

Your policy language reads as follows:

**ECONOMIC AND TRADE SANCTIONS CONDITION**

The following condition is added to the Policy:

**ECONOMIC AND TRADE SANCTIONS CONDITION**

In accordance with laws and regulations of the United States concerning economic and trade embargoes, this policy is void from its inception with respect to any term or condition of this policy that violates any laws or regulations of the United States concerning economic and trade embargoes including, but not limited to the following:

1. Any insured under this Policy, or any person or entity claiming the benefits of such insured, who is or becomes a Specially Designated National or Blocked Person or who is otherwise subject to U.S. economic or trade sanctions;

2. Any claim or suit that is brought in a Sanctioned Country or by a Sanctioned Country Government, where any action in connection with such claim or suit is prohibited by U.S. economic or trade sanctions;

3. Any claim or suit that is brought by any Specially Designated National or Blocked Person or any person or entity who is otherwise subject to U.S. economic or trade sanctions;

4. Property that is located in a Sanctioned Country or that is owned by, rented to or in the care, custody or control of a Sanctioned Country Government, where any activities related to such property are prohibited by U.S. economic or trade sanctions; or

5. Property that is owned by, rented to or in the care, custody or control of a Specially Designated National or Blocked Person, or any person or entity who is otherwise subject to U.S. economic or trade sanctions.

As used in this endorsement a Specially Designated National or Blocked Person is any person or entity that is on the list of Specially Designated Nationals and Blocked Persons issued by the U.S. Treasury Department’s Office of Foreign Asset Control (O.F.A.C.) as it may be from time to time amended.

As used in this endorsement a Sanctioned Country is any country that is the subject of trade or economic embargoes imposed by the laws or regulations of the United States of America.
Silica, Mold, Asbestos Notice to insureds:

Re: Healthcare Providers General Liability and Workplace Liability Insurance Endorsement

Dear Policyholder:

Our records indicate that you have the policy listed above coming up for renewal with us on the Effective Date shown above. Because the insurance marketplace has been faced with a variety of extremely challenging events recently, it is necessary for us to make certain changes to the coverage we offer to our policyholders. The purpose of this letter is to advise you that if your policy is renewed, it may contain the following revision to coverage based on your individual state approvals and/or requirements.

**COVERAGE REDUCTIONS OR RESTRICTIONS THAT MAY APPLY TO THE ABOVE TYPES OF COVERAGE IF THEY ARE RENEWED ARE:**

**Exclusion -- Silica**

When this endorsement is attached to your policy, coverage is excluded for:

1. "Bodily injury" which arises out of the respiration or ingestion of "silica";
2. "Property damage" which arises out of the presence of "silica"; and
3. "Personal and advertising injury" which arises out of the exposure to or the presence of "silica".

"Silica" means the chemical compound silicon dioxide (SiO2) in any form, including dust which contains "silica".

**Mold Exclusions**

You may have read or heard about the rapidly rising cost of claims insurers are facing as a result of a growing numbers of mold, fungi, and microbe-related claims. Not only have the number of these claims grown, but the losses associated with mold/fungi/microbe claims have expanded significantly. Because these claims and the corresponding legal liability remain uncertain and are continuing to emerge, in most cases sufficient data does not exist at this time to support reliable pricing of coverage. While the extent of rate adjustment that would be necessary to cover mold-related losses is large, there simply is not enough information to determine the appropriate rate of increase. As a result, we have determined that it is necessary to exclude, or in some states restrict, coverage for mold, fungi, or microbe related losses. Accordingly, the exclusion or limitation that may be applied to your policy will specify the absence (or extent) of coverage for mold/fungi/microbe related losses.

**Asbestos**

The Asbestos Exclusion Endorsement excludes coverage for Bodily Injury, Property Damage, Personal Injury and Advertising Injury arising out of the actual, alleged or threatened exposure to asbestos; or any loss, cost or expense that may be awarded or incurred: by reason of a claim or suit for any such injury or damage or in complying with a governmental directive to test for, monitor, clean up, remove, contain or dispose of asbestos.

It was not CNA's intent to provide liability coverage for asbestos related injuries or losses. The Asbestos Exclusion has been added to your policy to further clarify coverage and help avoid any misunderstanding at the time of loss.
SCHOOL POLICY FOR HEALTHCARE PROVIDER STUDENTS

CANCELLATION AND NON-RENEWAL ENDORSEMENT
STATE OF FLORIDA

It is hereby agreed that Section VIII. GENERAL CONDITIONS, paragraph L. NON-RENEWAL/CANCELLATION is deleted in its entirety and replaced with the following:

L. NON-RENEWAL/CANCELLATION

1. Cancellation by the named insured

   The named insured has the right to cancel this Policy at any time by giving notice to us stating when thereafter the cancellation shall be effective. If the Policy is so canceled, earned premium shall be computed pro rata.

2. Cancellation by us
   a. We have the right to cancel this Policy at any time and for any reason within the first ninety (90) days. We must mail notice of cancellation at least sixty (60) days prior to the effective date of such cancellation. If we cancel for non-payment of premium, we must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation. However, we may cancel “immediately” for material misrepresentation or failure to comply with underwriting requirements.
   b. After this Policy has been in effect for ninety-one (91) days or more, it may be canceled for one of the following reasons:
      (1) Nonpayment;
      (2) Policy obtained through material misrepresentation;
      (3) Any insured violated the terms and conditions of the policy;
      (4) The risk originally accepted has measurably increased;
      (5) The cancellation is for all insureds under such policies for a given class of insureds.

   We must mail notice of cancellation at least sixty (60) days prior to the effective date of such cancellation. If we cancel for non-payment of premium, we must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation.

   c. All notices shall state the reason for cancellation.

3. Non-Renewal by us

   We have the right to non-renew this Policy effective of any policy anniversary date. Notice of non-renewal must be mailed to the named insured at the last mailing address known to us, at least sixty (60) days prior to the effective date of such non-renewal. If we non-renew due to non-payment of premium or loss of license, notice of non-renewal must be mailed to the named insured at the last mailing address known to us, at least ten (10) days prior to the effective date of such non-renewal. All notices shall provide a specific explanation of the reason(s) for non-renewal.

This endorsement is a part of the policy and takes effect on the effective date of the policy, unless another effective date is shown below. All other provisions of the policy remain unchanged.

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G-144931-A09 (1/2003)
SCHOOL POLICY FOR HEALTHCARE PROVIDER STUDENTS

Separate Limits Endorsement

In consideration of the additional premium paid, and subject to the Professional Liability limit of liability shown on the certificate of insurance, it is agreed that the PROFESSIONAL LIABILITY COVERAGE PART is amended as follows:

Each of the schools named below, who otherwise qualify as a Named Insured under the Professional Liability Coverage Part, have their own separate Professional Liability limits of liability under such Coverage Part. Such separate limits of liability are equal to the Professional Liability limits set forth on the certificate of insurance. No other limits of liability apply to any of the schools named below.

School Name:

1) Eastern Florida State College, formerly known as Brevard Community College
   1519 Clearlake Road, Cocoa, FL 32922
2) Broward College
   225 East Las Olas Blvd., Ft. Lauderdale, FL 33301
3) Chipola College
   3094 Indian Circle, Marianna, FL 32446
4) College of Central Florida
   3001 SW College Road, Ocala, FL 34474
5) Daytona State College
   1200 International Speedway Blvd., Daytona Beach, FL 32114
6) Edison State College
   8099 College Parkway SW, Ft. Myers, FL 33919
7) Florida Gateway College
   149 SE Vocational Place, Lake City, FL 32025
8) Florida Keys Community College
   5901 College Road, Key West, FL 33040
9) Gulf Coast State College
   5230 West US Highway 98, Panama City, FL 32401
10) Hillsborough Community College
    39 Columbia Drive, Tampa, FL 33606
11) Indian River State College
    3209 Virginia Avenue, Fort Pierce, FL 34986
12) Lake-Sumter Community College
    9501 Highway 441, Leesburg, FL 34788

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AMERICAN CASUALTY COMPANY OF READING, PA
SCHOOL POLICY FOR HEALTHCARE PROVIDER STUDENTS

13) Miami Dade College  
11011 SW 104th Street, Miami, FL 33176
14) North Florida Community College  
1000 Turner Davis Drive, Madison, FL 32340
15) Northwest Florida State College  
100 College Blvd., Niceville, FL 32578
16) Palm Beach State College  
4200 Congress Avenue, Lake Worth, FL 33461
17) Pasco-Hernando Community College  
10230 Ridge Road, New Port Richey, FL 34654
18) Pensacola State College  
1000 College Blvd., Pensacola, FL 32504
19) Polk State College  
999 Avenue H NE, Winter Haven, FL 33881
20) St. Johns River State College  
5001 St. Johns Avenue, Palatka, FL 32177
21) St. Petersburg College  
8580 66th Street North, Pinellas Park, FL 33781
22) Santa Fe College  
3000 NW 83rd Street, Gainesville, FL 32606
23) Seminole State College  
100 Weldon Blvd., Sanford, FL 32773
24) South Florida State College formerly known as South Florida Community College  
600 West College Drive, Avon Park, FL 33825
25) State College of Florida, Manatee-Sarasota  
5840 26 Street West, Bradenton, FL 34207
26) Tallahassee Community College  
444 Appleyard Drive, Tallahassee, FL 32304
27) Valencia College  
190 South Orange Avenue, Orlando, FL 32801

This endorsement is a part of the policy and takes effect on the effective date of the policy, unless another effective date is shown below. All other provisions of the policy remain unchanged.

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SCHOOL POLICY FOR HEALTHCARE PROVIDER STUDENTS

Additional Insured – Person or Entity

In consideration of the premium paid, and subject to the Professional Liability limit of liability shown on the certificate of insurance, it is agreed that the Policy is amended as follows:

The person or entity named below (the "additional insured") is an insured under this Coverage Part but only as respects its liability for your medical incidents and solely to the extent that:

1. a claim is made against the named insured or you and the additional insured; and

2. in any ensuing litigation arising out of such claim, the named insured or you and the additional insured remain as co-defendants.

In no event is there any coverage provided under this policy for a medical incident that is the direct liability of the additional insured.

Broward Community College:

1) Broward County Sheriff’s Office, Dept. of Fire Rescue & Emergency Services
   2601 W. Broward Blvd., Ft. Lauderdale, FL 33312

2) City of Hollywood, Human Resources, P.O. Box 229045, Hollywood, FL 33020

3) City of Margate Fire Department, 600 Rock Island Road, Margate, FL 33063

4) City of Miramar, 2300 Civic Center Place, Miramar, FL 33025

5) City of Oakland Park, 2100 NW 39 Street, Oakland Park, FL 33309

6) City of Pompano Beach, Insured Division, P.O. Box 1300, Pompano Beach, FL 33061

7) HealthSouth Corporation, 3660 Grandview Pkwy, Ste. 200, Birmingham, AL 35243

Chipola College:

8) HealthSouth Corporation Rehab Hospital, 1675 Riggins Road, Tallahassee, FL 32308

Daytona State College:

9) County of Volusia, Attn: Joseph Pozzo, 125 W. New York Ave., Ste 220, Deland, FL 32720-5415

10) MF Flagler, LLC dba Flagler Pines, 300 South Lemon Street, Bunnell, FL 32110

Edison State College:

11) Lee County BOCC, P. O. Box 388, Ft. Myers, FL 33903

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AMERICAN CASUALTY COMPANY OF READING, PA
SCHOOL POLICY FOR HEALTHCARE PROVIDER STUDENTS

Gulf Coast State College:
12) Health South Corporation, Clinical Affiliations Coordinator  
   3660 Grandview Parkway, Suite 200, Birmingham, AL  35243
13) Sacred Heart Hospital, 7800 US Highway 98 West, Destin, FL  32550
14) Salus Rehabilitation, LLC, 10210 Highland Manor Dr., Ste 280, Tampa, FL  33610
15) Destin Healthcare Associates, LLC, 195 Mattie M. Kelley Blvd., Destin, FL  32541-2811

Miami Dade College:
16) University of Miami, Post Office Boxes 248106, Coral Gables, FL  33124
17) Miami Children’s Hospital, 3100 SW 52nd Avenue, Miami, FL  33155

Pensacola State College:
18) Board of County Commissioners, Escambia County Florida, 6575 North ‘W’ St, Pensacola, FL  32505
19) Health South Corporation, Clinical Affiliations Coordinator, 3660 Grandview Parkway, Suite 200,  
   Birmingham, AL  35243

St. Petersburg College:
20) Manor Care, Inc., 333 North Summit Street, P.O. Box 10086, Toledo, OH  43699
21) Paramedics Plus/Sunstar Paramedics, 12490 Ulmerton Road, Largo, FL  33774

Santa Fe College:
22) Alachua County Organization of Rural Needs (ACORN), 23320 N. State Road 235, Brookers, FL  32622
23) Baptist Health Systems, Inc., 800 Prudential Avenue, Jacksonville, FL  32207
24) Gainesville Fire Rescue, 200 E. University Avenue, Gainesville, FL  32601
25) Highland Regional Medical Center, 3600 South Highland Ave., Sebring, FL  33870
26) Optioncare of Gainesville, 4110 SW 34th Street, Gainesville, FL  32608

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ISSUED TO:  
Students of the Allied Health Sciences Courses of the Participating Colleges of the Florida College Risk Management Consortium

ENDORSEMENT EFFECTIVE DATE: 08/26/2013

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SCHOOL POLICY FOR HEALTHCARE PROVIDER STUDENTS

State College of Florida, Manatee-Sarasota:

27) Blake Medical Center, 2020 59th Street West, Bradenton, FL 34209
28) Doctor's Hospital of Sarasota, 5731 Bee Ridge Road, Sarasota, FL 34233
29) Englewood Community Hospital, 700 Medical Blvd., Englewood, FL 34223
30) South Bay Hospital, 4016 State Road 674, Sun City Center, FL 33573
31) HCA Inc. dba Edward White Hospital, One Park Plaza, Bldg. 1,2, East Nashville, TN 37203

Valencia College:

32) Central Florida Area Health Education Center, 328 South Central Ave., Apopka, FL 32703
33) Jewett Orthopedic Clinic, 1285 Orange Avenue, Orlando, FL 32806

This endorsement is a part of the policy and takes effect on the effective date of the policy, unless another effective date is shown below. All other provisions of the policy remain unchanged.
HEALTHCARE PROVIDERS SCHOOL POLICY
PROFESSIONAL LIABILITY POLICY ENDORSEMENT

In consideration of the premium paid, it is agreed that the SCHOOL POLICY FOR HEALTHCARE PROVIDER STUDENTS, Section IV. DEFINITIONS is amended as follows:

1. The definition of "Named Insured" is deleted in its entirety and replaced with the following: "Named Insured" means the school named on the certificate of insurance and includes any member of the Board of Trustees of the named insured.

2. The definition of "Student" is amended to delete the words "six (6) months" in paragraph 2. and replace it with "twelve (12) months".

This endorsement is a part of the policy and takes effect on the effective date of the policy, unless another effective date is shown below. All other provisions of the policy remain unchanged.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)
 Amendment of Certificate of Insurance

It is understood and agreed that in consideration of the premium paid, this endorsement amends coverage under the SCHOOL POLICY FOR HEALTHCARE PROVIDER STUDENTS.

SECTION II. COVERAGE EXTENSIONS is amended to reflect that the Limits of Liability stated on the Certificate of Insurance apply separately to each school named on the Separate Limits Endorsement. In addition:

F. First Aid is deleted and replaced with the following:

F. FIRST AID

We will pay you up to the First Aid limit of liability stated on the certificate of insurance, amounts for which you voluntarily make payment or incur for

1. first aid rendered to a person, other than you, as a result of injury caused by an incident, other than a medical incident, or

2. reasonable testing of the blood or bodily fluid of a person, other than you, necessary to determine the presence of disease or conditions commonly transmitted by contact with blood or bodily fluid, when your blood or bodily fluid accidentally come into contact with another person's blood or bodily fluids.

The incident or testing giving rise to such payments must occur during the policy period and be reported to us promptly.

H. Health Information Privacy and Notification Costs is added as follows:

H. HEALTH INFORMATION PRIVACY AND NOTIFICATION COSTS

Subject to Health Information Privacy and Notification Costs Aggregate limit of liability stated on the certificate of insurance, we will:

1. pay "HIPAA" fines and penalties pursuant to the Health Insurance Portability and Accountability Act "HIPAA", which you become legally obligated to pay arising from a "HIPAA" proceeding with respect to the management and transmission of confidential health information, and

2. reimburse you for notification costs related to the disclosure of confidential personal information provided that you obtain our prior approval before incurring such costs.

3. pay claim expenses related to 1. and 2. above.

SECTION IV. DEFINITIONS is amended as follows:

Confidential Health information means information pertaining to a patient or client that has been received or created by you or provided by you to another, subject to protection pursuant to "HIPAA".

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AMERICAN CASUALTY COMPANY OF READING, PA
including an individual’s health, or health care treatment information, including the fact that any such individual has been treated by any provider.

Confidential Personal information means information not available to the general public from which an individual may be identified, including without limitation, an individual’s name, address, telephone number, social security number, account relationships, account numbers, account balances and account histories.

Damages means judgments, awards and settlements you or the named insured are legally obligated to pay because of a covered claim provided any settlement is made with our prior written consent.

Damages does not include:

1. the return or restitution of fees, expenses or costs;
2. the return or restitution of government payments imposed directly upon you;
3. civil or criminal fines, sanctions, penalties or forfeitures, whether pursuant to law, statute, regulation or court rule except “HIPAA” fines and penalties subject to the Health Information Privacy And Notification Costs Aggregate limit of liability;
4. the multiplied portion of multiplied awards;
5. injunctive or declaratory relief;
6. punitive or exemplary amounts; or
7. plaintiff’s attorneys fees associated with any of the above.

Notification Costs means amounts incurred by you, to comply with a statutory mandate requiring notification to patients or clients in compliance with federal and state privacy protection laws regulating the disclosure of confidential personal information.

“HIPAA” Fines and Penalties means fines and penalties for failure to comply with the requirements and standards of “HIPAA”, including fines and penalties imposed by the Department of Health and Human Services or its designees. “HIPAA” fines and penalties do not include fines and penalties imposed for a knowing wrongful disclosure of individually identifiable health information.

“HIPAA Proceeding” means an administrative proceeding, including a complaint, investigation or hearing instituted against you by the Department of Health and Human Services or its designee alleging a violation of responsibilities or duties imposed upon you under the Health Insurance Portability and Accountability Act (“HIPAA”) or any rules or regulations promulgated thereunder, with respect to the management of confidential health information but solely to the extent that:

1. such proceeding is commenced during the policy period; and
2. reported to us within 60 days after you receive notice of such proceeding.

This endorsement is a part of the policy and takes effect on the effective date of the policy, unless another effective date is shown below. All other provisions of the policy remain unchanged.