**SOCIAL SERVICES PROFESSIONAL LIABILITY COVERAGE FORM**

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| --- | --- |
| **LIMITS OF INSURANCE** | |
| Professional Liability Aggregate Limit | $ |
| Each Professional Incident Limit | $ |

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **Who Is An Insured**

**(Section II)**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **Definitions**

**(Section V)**.

**SECTION I - COVERAGE**

1. **Insuring Agreement.**

a. We will pay on behalf of the insured those sums that the insured becomes legally obligated to pay as “damages” because of a "professional incident" to which this insurance applies. We will have the right and duty to defend any "suit" seeking those “damages.” We may, at our discretion, investigate any incident or "professional incident" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for “damages” is limited as described in LIMITS OF INSURANCE (SECTION III); and

(2) Our right and duty to defend ends when we have used up the applicable limits of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS.

b. This insurance applies to “damages” because of a "professional incident" in the course of performing “professional services” for your insured organization only if:

(1) The "professional incident" takes place in the "coverage territory"; and

(2) The “professional incident" occurs during the policy period.

2. **Exclusions.**

This insurance does not apply to:

a. Any “damages”:

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(1) Arising out of a “professional incident” expected or intended from the standpoint of the insured. This exclusion does not apply to “damages” resulting from the use of reasonable force to protect persons or property;

(2) The insured is obligated to pay because of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for “damages” that the insured would have in the absence of the contract or agreement; or

(3) Arising out of any trade, business, employment or profession other than the insured's

“professional services” covered hereunder.

b. Any claim arising out of any criminal, dishonest, bad faith, fraudulent or malicious act or failure to act of any insured or of anyone for whose act or failure to act the insured is legally responsible. This exclusion does not apply to any insured who did not:

(1) Personally participate in committing any such act; or

(2) Remain passive after having personal knowledge of any such act.

c. Any obligation of the insured under a workers’ compensation, disability benefits or unemployment compensation law or any similar law.

d. Any injury to an insured or “contract worker”, or any consequential injury to the spouse, child, parent, brother or sister of that insured or “contract worker”.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share "damages" with or repay someone else who must pay

"damages" because of the injury.

e. Any "damages" arising out of the furnishing or failure to furnish “professional services” by an attorney, architect, engineer, accountant, real estate or investment manager, physician, dentist, psychiatrist, anesthesiologist, nurse anesthetist, nurse practitioner, nurse midwife, nurse anesthesiologist, x-ray therapist, radiologist, chiropodist, chiropractor, optometrist or veterinarian, unless the professional is specifically covered by endorsement to this coverage part.

However, with respect to the vicarious liability of you and your employees only, this exclusion does not apply to “professional services” performed by a physician, dentist, psychiatrist, nurse practitioner or optometrist, provided that you have current documentation of the credentials of such professional.

This exclusion does not apply to any claims arising out of any services provided by a professional acting in the capacity as an executive director, medical director or administrator of the Named Insured.

f. Any claim arising out of “professional services” provided by an insured who is not properly licensed or certified to provide those services by the laws of the state(s) in which that insured practices, or who is not qualified to practice that professional occupation in the absence of licensing laws.

g. Injury arising out of the ownership, maintenance, operation, use, entrustment, supervision, loading or unloading of any motor vehicle, watercraft or aircraft.

h. Any claim arising out of:

(1) The insured's employment policies or practices, including, but not limited to: (a) Application for employment;

(b) Refusal to employ;

(c) Termination of employment; (d) Coercion;

(e) Demotion;

(f) Failure to promote; (g) Evaluation;

(h) Reassignment; (i) Discipline;

(j) Recommendations; (k) Defamation;

(l) Harassment; (m) Humiliation;

(n) Discrimination or violation of civil rights against any person because of race, color, national origin, religion, gender, marital status, age, sexual orientation or preference, physical or mental condition or disability, or any other protected class or characteristic established by any federal, state or local statutes, rules or regulations; or

(o) Conditions of employment.

(2) The failure or omission to effect or maintain insurance, including the proper amount, form or provisions of such insurance;

(3) Any strike, lockout or other labor disturbance; or

(4) The inability or failure of the insured or others to collect or pay funds.

i. Expenses incurred by the insured for first aid at the time of a “professional incident.”

j. Any claim arising out of "property damage", including to: (1) Property you own, rent or occupy;

(2) Premises you sell, give away or abandon, if the damage arises out of any part of those premises;

(3) Property loaned to you; and

(4) Personal property in the care, custody or control of any insured.

k. Any economic loss which does not result from physical bodily injury or physical damage to tangible property, including, but not limited to, economic loss arising out of financial advice or supervision.

l. Any claims related to a "professional incident" occurring prior to the inception of this policy (if this is a renewal, then of the first policy of which this is a continuous renewal) which the insured had knowledge of any actual or alleged “professional incident” or circumstance that reasonably could give rise to a claim under this policy.

m. Any claim arising out of or in any way related to actual, alleged or threatened sexual or physical abuse. This includes, but is not limited to claims arising out of or related to sexual assault, sexual misconduct, sexual molestation or battery, physical assault or battery by another person(s) and any failure to prevent or report any of the acts described in this paragraph.

n. Any liability arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of “pollutants” .

(1) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured;

(2) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(3) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or

(4) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations:

(a) If the “pollutants” are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor, or

(b) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of “pollutants.”

Subparagraphs (1) and (4) (a) do not apply to “damages” arising out of heat, smoke or fumes from a hostile fire.

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

(5) Any loss, cost or expense arising out of any:

(a) 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

(b) Claim or “suit” by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of “pollutants.”

**SUPPLEMENTARY PAYMENTS**

We will pay, with respect to any claim or "suit" we defend:

1. All expenses we incur.

2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.

4. All costs taxed against the insured in the "suit."

5. Pre-judgment interest awarded 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 pre-judgment interest based on that period of time after the offer.

6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

**SECTION II - WHO IS AN INSURED**

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| 1. | If y  a. | u are designated in the Declarations as:  An individual, you and your spouse are insureds, but only with respect to the acts or |
|  |  | omissions of others in the providing of “professional services” of a business of which you are  the sole owner. |
|  | b. | A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the acts or omissions of others in the providing of “professional services” for which they are held liable as a partner or member. |
|  | c. | A limited liability company, you are an insured. Your members and managers are also insureds, but only with respect to the acts or omissions of others in the providing of “professional services” for which they are held liable as members or managers. |
|  | d. | An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to the acts or omissions of others in the providing of “professional services” for which they are held liable. Your stockholders are also insureds, but only with respect to their liability as stockholders. |
| 2. | Eac | h of the following is also an insured: |
|  | a. | For acts within the scope of their employment by you or while performing duties related to the conduct of your business; |
|  |  | (1) Your employees; |
|  |  | (2) Your volunteers; |

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(3) Your “contract workers”; and

(4) students in training.

No person described in 2.a. above is an insured for ”professional incidents”:

(a) To you, your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company) or a co-employee, co-"contract worker(s)", fellow volunteer or fellow student while in the course of his or her employment or while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-employee, co-"contract worker", fellow volunteer or fellow student as a consequence of the paragraph above.

(c) For which there is any obligation to share “damages” with or repay someone else who must pay “damages” because of the injury described in the two preceding paragraphs.

b. Any “social service organization” you newly acquire or form, or which you newly control and actively manage will qualify as a Named Insured if there is no other similar insurance available to that organization. However, coverage under this provision:

(1) Is afforded only until the 90th day after you acquire, form, control**,** or manage the organization or the end of the policy period, whichever is earlier; and

(2) Does not apply to "professional incidents" that occurred before you acquired, formed, controlled or managed the organization.

(3) Is subject to underwriting, and an appropriate additional premium charge made for the exposure**.**

c. Any entity with which you have a written contract requiring that such entity be made an insured under this policy. However, such entity shall be an insured only for covered "professional incidents" which result from your "professional services" under that contract.

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

**SECTION III - LIMITS OF INSURANCE**

1. The Limits of Insurance shown in the Schedule in this Coverage Form and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits."

2. The Professional Liability Aggregate Limit is the most we will pay for the sum of all "damages" arising out of "professional incidents" or "related professional incidents" which occur during this policy period or which are deemed to have occurred during this policy period.

3. Subject to Paragraph 2. above, the Each Professional Incident Limit is the most we will pay for the sum of all “damages” arising out of any one "professional incident" or “related professional incidents.”

4. All claims which are based on or arising out of the same “professional incident" or series or “related professional incidents” will be considered a single claim to which only one Each Professional Incident Limit will apply. Only one limit will apply to such claims regardless of the number of:

a. Insureds who have rendered or failed to render “professional services” which contributed to these claims; and

b. The number of policy periods over which the series of “related professional incidents”

occurred.

The Limits of Insurance for this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

**SECTION IV - CONDITIONS**

1. **Bankruptcy.**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. **Your Authority And Duties.**

The first Named Insured shown in the Declarations agrees to act on behalf of all insureds with respect to cancellation, notice of any “professional incident", claim or "suit", payment or return of any premium, or consent to a claim settlement that we recommend. Each insured, by accepting this insurance, agrees to:

a. Have the first Named Insured act for them in such matters; and

b. Promptly notify the first Named Insured, in writing, of any "professional incident" which may result in a claim, or of any claim or "suit" brought against them.

3. **Other Duties in the Event of Professional Incident, Claim or Suit.**

a. You and any involved insured must see to it that we are notified as soon as practicable of a "professional incident" which may result in a claim or “suit.” To the extent possible, notice should include:

(1) All available information about the circumstances concerning the "professional incident" including:

(a) How, when and where it took place;

(b) The names and addresses of any witnesses and persons seeking “damages”;

and

(c) The nature and location of any injury or damage arising out of the “professional incident”.

b. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement or defense of the claim or "suit";

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of “damages” to which this insurance may also apply; and

(5) In no way jeopardize our rights after a "professional incident".

c. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without our written consent.

d. If a claim or “suit” is brought against an insured arising out of a “professional incident”, the

First Named Insured and any other involved Insured must:

(1) Immediately record the specifics of the claim or “suit” and the date received; and

(2) Provide us with written notice of the claim or “suit” as soon as practicable.

4. **Other Insurance.**

If all or part of any covered "professional incident" or "related professional incidents" is covered by any other insurance, then the insurance provided by this policy is excess to any other insurance, whether primary, excess, contingent or any other basis, for a claim or “suit” for “damages” except:

a. To coverage under an excess policy which is specifically written to be in excess of this policy and which refers specifically to this policy as an underlying policy.

b. This provision does not apply to any coverage issued to you by us or our related entity.

5. **Premium Audit.**

a. We will compute all premiums for this Coverage Part in accordance to our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period.

c. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

d. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. **Representations.**

By accepting this policy, you agree:

a. The statements in the Declarations and in the application for insurance are accurate and complete;

b. The statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. **Separation Of Insureds.**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this

Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. **Transfer Of Rights Of Recovery Against Others To Us.**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. **Governmental Immunity.**

If you are a public institution, you may be entitled to Governmental Immunity. This Coverage Part does not constitute a waiver of any Governmental Immunity to which you are entitled.

10. **Settlement.**

If the first Named Insured does not agree with a settlement offer which is recommended by us and acceptable to the claimant and elects to contest the claim or continue any legal proceedings in connection with such claim then, subject to the provisions of LIMITS OF INSURANCE (SECTION III), our liability for the claim will not exceed the amount for which the claim could have been settled, plus the cost of defense incurred by us up to the date of such refusal.

11. **Unintentional Failure To Disclose.**

If on your application for, or by the inception date of, this Coverage Part you unintentionally fail to disclose any "professional incident", such failure will not void this insurance, provided you report that "professional incident" to us as soon as practicable after you become aware of it.

12. **Notice Of Injury.**

We will not deny coverage if you have written to your workers compensation insurer, but did not write to us, to report an injury, provided:

a. You did not intend to keep that information from us; and

b. You did give us written notice as soon as practicable after you became aware that this

Coverage Part may apply to such injury.

We will not deny coverage solely because your agent, employee, "contract worker", volunteer or student (other than a director, "executive officer", manager or partner) fails to notify us of a "professional incident" which may result in a claim or "suit."

13. **Knowledge Of A Professional Incident.**

Your employees, “contract workers”, volunteers, or students providing services for you, may know of a "professional incident" which might result or has resulted in a claim or “suit.” This will not mean that you have such knowledge, unless notice of that "professional incident" has been received by you or any of your directors, "executive officers", partners or management employees.

14. **Legal Action Against Us**

No person or organization has a right under this Policy:

a. To join us as a party or otherwise bring us into a “suit” asking for damages from an insured; or b. To sue us on this Policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant’s legal representative.

15. **Cancellation**

a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

c. We will mail or deliver our notice to the first Named Insured’s last mailing address known to us.

d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

e. 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.

f. If notice is mailed, proof of mailing will be sufficient proof of notice.

16**. Changes**

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

17.**. Examination Of Your Books And Records**

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

18. **Transfer Of Your Rights And Duties Under This Policy**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

19. **When We Do Not Renew**

If we decide not to renew this policy, we will mail or deliver to the first Named Insured shown in the

Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V - DEFINITIONS**

1. "Contract worker(s)" means any person performing services for the insured whether on a temporary basis, or as a leased worker or an independent contractor.

2. "Counseling service" means the act of giving advice or guidance in connection with the insured's

"professional services."

3. "Coverage territory" means anywhere in the world provided that claim is made, or original "suit" is brought, in the United States of America, its territories or possessions.

4. “Damages” means the awards or settlements for actual, compensatory civil damages arising out of an allegation of a “professional incident.” “Damages” shall not include:

a. Punitive/exemplary damages, formula damages based upon and in addition to actual damages, or any other enhanced damages;

b. Sanctions, fees, fines or penalties imposed by law;

c. Restitution, including the return, withdrawal or reduction of professional fees; or

d. Attorney fees or costs, except those awarded in connection with covered "damages."

5. "Executive officers" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

6. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

7. "Professional incident" means any negligent act, error or omission, actual or alleged, which arises out of the rendering of, or failure to render, "professional services" by you or by another for whom you are legally responsible.

8. "Professional Services" means activities performed by an insured or on behalf of an insured, to aid persons and/or families seeking assistance from you in the management of their lives, including "counseling service."

9. "Related professional incidents" means all "professional incidents" related to claims or "suits" brought in connection with the same pattern of activity or causally connected and all claims brought in a single action regardless of:

a. The number or type of claimants or plaintiffs involved, theories of recovery, factual allegations, actual or alleged offenders, or insureds involved; and

b. The number of policy periods involved in connection with the cause, manifestation or result of the actual or alleged "professional incident."

10. “Social Service Organization” means an organization set up to assist people in coping with issues related to various social issues, including but not limited to: adequate housing, substance abuse, domestic conflict, mental health and/or personal/familial problems.

11. "Suit" means a civil proceeding in which “damages” to which this insurance applies are alleged. "Suit” includes:

a. An arbitration proceeding in which such “damages” are claimed and to which you must submit or do submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such “damages” are claimed and to which you submit with our consent.

12. “Property damage” means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the “professional incident” that caused it.