

Policy Number:	Effective Date:	Named Insured:
HCC0013189	08/23/2020	Arete Surgical Center L.L.C.

All forms listed below form a part of the **policy** to which they are attached effective on the inception date of the **policy**:

FORM INDEX

HPL Policy Form	01/01/2020	Health Care Facility Medical Professional and General Liability Policy
DEC-PRIMARY	10/01/2016	Declaration Pages - Health Care Facility Medical Professional and General Liability Policy
INDEX	01/01/2020	Forms Index
AINAMED	10/01/2015	Additional Named Insured Endorsement
BCLC	10/01/2015	Blanket Contractual Liability Coverage
EBL	10/01/2015	Employee Benefits Liability Coverage
LPCC	10/01/2016	Limited Pollution or Contamination Liability Coverage
MEC	10/01/2015	Medical Expense Coverage
PP	10/01/2015	Patient Property Coverage
SEPLIM	06/01/2016	Separate Limit of Liability Endt



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DECLARATION PAGES
HEALTH CARE FACILITY MEDICAL PROFESSIONAL & GENERAL LIABILITY POLICY

This policy is a claims-made policy, except for the General Liability coverage. The General Liability coverage is written on an occurrence basis.

Under the Cyber Liability coverage, defense expenses will reduce the limits of liability available (called Defense within Limits).

Covered Proceedings and Peer Review coverage pay only for defense expenses.

Please review your policy provisions carefully to understand all of your rights and duties.

Named Insured and address:

Arete Surgical Center L.L.C.
4397 Ronald Reagan Blvd
Johnstown, CO 80534-6445

Policy Number: HCC0013189

Policy Term: From: 08/23/2020 to 08/23/2021 at 12:01 A.M. standard time at the address of the **named insured** as stated herein. The insurance applies only to the coverage's described below for which premiums are paid.

<u>COVERAGES</u>	<u>LIMITS OF LIABILITY</u>		<u>PREMIUM</u>
	<u>Each Medical Incident</u>	<u>Annual Aggregate</u>	
Health Care Facility Professional Medical Liability Retroactive Date: 08/23/2013	\$1,000,000	\$3,000,000	\$ 10,000
Physician Professional Liability	See the Physicians and Surgeons endorsement attached to this policy . If there isn't an endorsement attached, no coverage is granted		\$Included
Covered Proceedings Facility Retroactive Date: 08/23/2013	\$50,000 per incident/annual aggregate per insured \$150,000 total/collective limit for the same covered proceeding		\$Included
Cyber Liability Facility Retroactive Date: 08/23/2013	\$100,000 policy aggregate		\$Included
Peer Review Incident	Unlimited per named insured		\$Included
General Liability	\$1,000,000	\$3,000,000	\$Included

These Declaration Pages, along with the **policy** form, the applications(s) and **endorsements(s)**, if any, issued to form a part thereof, completes the above Health Care Facility Medical Professional Liability and General **policy**.

Countersigned by Authorized Representative

DEC-PRIMARY

Post Office Box 17540 Denver, Colorado 80217-0540 (720) 858-6000 1-800-421-1834 FAX (720) 858-6004

10/01/16



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ADDITIONAL NAMED INSURED ENDORSEMENT

This **endorsement** forms a part of the **policy** to which attached, effective on the date and for the **policy term** shown below.

Named Insured: Arete Surgical Center L.L.C.
Policy Number: HCC0013189
Effective Date: 08/23/2020
Policy Term: From: 08/23/2020 To: 08/23/2021

This **endorsement** modifies Section D, Who is an Insured, of the **policy**, to include as additional **named insureds** the persons or organizations listed below.

This **endorsement** is subject to the following limitations and additional exclusions:

1. This **endorsement** does not increase the **limits of liability** available under this **policy**. Any **claims**, settlements and judgments paid under this **endorsement** will reduce the applicable **limits of liability** available to the **named insured**.
2. The **named insured** shall act on behalf of such additional **named insureds** in all matters pertaining to this insurance, including receipt of notice of cancellation or any other notice provided for under the **policy**, payment of premium due, and receiving return premium, if any.
3. The additional **named insured** must relinquish the defense of any such **claim** or **suit** to us.

NAME OF ADDITIONAL NAMED INSURED	RETROACTIVE DATE
Spine & Orthopedic Surgery Center, LLC	08/23/2013

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THE POLICY REMAIN UNCHANGED.

Countersigned by Authorized Representative



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BLANKET CONTRACTUAL LIABILITY COVERAGE

This **endorsement** forms a part of the **policy** to which attached, effective on the date and for the **policy term** shown below.

Named Insured: Arete Surgical Center L.L.C.
Policy Number: HCC0013189
Effective Date: 08/23/2020
Policy Term: From: 08/23/2020 To: 08/23/2021

Limits of Liability:

\$1,000,000 each **occurrence**

\$1,000,000 aggregate

Deductible per covered **occurrence**: \$0

I. INSURING AGREEMENT- CONTRACTUAL LIABILITY COVERAGE

This **endorsement** modifies Section C, Exclusions, paragraph 6 of the exclusions applicable to all coverages, which is deleted and replaced with the following:

6. Any **claim** arising from an actual or alleged contract or agreement, whether written or oral, including an agreement to indemnify or hold harmless any other person or entity, unless you would have been liable without regard to the contract. This exclusion does not apply to liability for **damages** for **bodily injury** or **property damage** to a third party assumed in a contract or agreement by the **named insured** for tort liability of another party ("the contracting party"), if:
 - a. The **bodily injury** or **property damage** occurred after the effective date of this **endorsement**;
 - b. The **damages** were caused by the acts or omissions of the **named insured**; and
 - c. The **damages** were not caused by the acts or omissions of the contracting party.

Under this **endorsement**, we have the right and duty to defend any **claim** against the **insured** or the contracting party if the **named insured** has assumed the obligation to defend the contracting party. We may settle any **claim** we deem expedient if covered under this **endorsement**. In any arbitration proceeding we are entitled to the exclusive right to select the arbitrators and make all decisions regarding the conduct of such proceedings.

II. EXCLUSIONS

Under this **endorsement**, we will not pay for **defense costs**, **damage**, penalties or other costs arising out of:

1. Any obligation for which the **insured** may be held liable in an action on a contract by a third party beneficiary for **bodily injury** or **property damage** arising from a project for a public authority;
2. Any contractual liability assumed by the **insured** under any agreement relating to construction operations only;

3. Any **claim** arising from operations within fifty feet of any railroad property, affecting any railroad bridge or trestle, track, road bed, tunnel, underpass or crossing.
4. Any liability under a warranty of the fitness or quality of an **insured's products** or a warranty that work performed by or on behalf of the **named insured** will be done in a workmanlike manner.

III. LIMITS OF LIABILITY

Regardless of the number of (1) **insureds** under this **policy**, (2) **claims** made on account of **bodily injury** or **property damage** or (3) persons or organizations who sustain **bodily injury** or **property damage**, our liability is limited as follows:

Our liability for all **damages** because of all **bodily injury** sustained by one or more persons or **property damage** sustained by one or more persons, or both, to which this insurance applies as a result of any one **occurrence** shall not exceed the **limit of liability** stated above as applicable to "each **occurrence**."

Our total liability for all **damages** because of all **bodily injury** or **property damage** to which this insurance applies shall not exceed the **limit of liability** stated above as the "aggregate."

This **endorsement** does not increase the **limits of liability** available under this **policy**. Any **claims**, settlements and judgments paid under this **endorsement** will reduce the applicable **limits of liability** available to the **named insured**.

For the purpose of determining the limit of our liability, all **bodily injury** or **property damage** arising from continuous or repeated exposure to substantially the same general conditions shall be considered as arising from one **occurrence**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THE POLICY REMAIN UNCHANGED.



Countersigned by Authorized Representative



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EMPLOYEE BENEFITS LIABILITY SCHEDULE

This **endorsement** forms a part of the **policy** to which attached, effective for the **policy term** shown below.

Named Insured: Arete Surgical Center L.L.C.
Policy Number: HCC0013189
Effective Date: 08/23/2020
Policy Term: From: 08/23/2020 To: 08/23/2021

Limit of Liability: \$1,000,000 each **claim**
\$3,000,000 annual aggregate

Deductible: \$1,000 each **claim**

INSURING AGREEMENTS

In consideration of the premium paid and subject to the terms of this **endorsement** and of the **policy** not expressly modified herein, we agree with the **named insured** as follows:

- I. **COVERAGE.** We will pay on your behalf all **damages** which you are legally obligated to pay because of any **claim** by any employee, former employee or the beneficiaries or their legal representatives arising from any negligent act, error or omission in the **administration of employee benefits**. In no event shall we be liable for payment of any benefit pursuant to or under any **employee benefits** program, plan or trust.

We will pay all **defense costs** incurred by us to investigate and defend any **claim** covered by this **endorsement**, even if the allegations are groundless, false or fraudulent.

Under this **endorsement**, we will not settle any **claim** without the unconditional written consent of the first **named insured**. If the first **named insured** refuses to consent to any settlement offer that we recommend be accepted, our liability shall not exceed the amount for which the **claim** could have been settled plus the amount of **defense costs** incurred as of the date of the refusal. Once given, any consent cannot be withdrawn or revoked.

- II. **DEDUCTIBLE.** The **insured** shall be liable to pay the first \$1,000 for each **claim** hereunder. All **claims** arising from the same negligent act, error or omission shall constitute a single **claim**.

We may pay any part or all of the deductible amount to effect settlement of any **claim** and upon notification of the action taken, the first **named insured** shall, within thirty (30) days thereafter, reimburse us for such part of or full deductible amount as has been paid by us.

- III. **POLICY TERM AND TERRITORY.** This insurance applies only to **claims** arising from negligent acts, errors or omissions in the **administration of employee benefits** which occurred during the **policy term** within the United States of America, its territories or possessions or Canada.

EXCLUSIONS

In addition to the exclusions contained in the **policy**, we will not pay for **defense costs, damages, penalties or other costs**, arising out of any **claim**, under this **endorsement**, for:

- (a) libel, slander, discrimination, harassment or humiliation;
- (b) **bodily injury** to any person;
- (c) injury to or destruction of any tangible property, including the loss of use thereof;
- (d) failure of performance of contract by any insurer;
- (e) the **named insured's** failure to comply with any law concerning workers' compensation, occupational disease, unemployment insurance, Social Security or disability benefits;
- (f) failure of stock or any other form of investment to perform as represented by an **insured**;
- (g) any advice given by an **insured** to participate or not participate in stock subscription plans;
- (h) not having adequate insurance or bonds to protect the assets of an **employee benefits** program, plan or trust;
- (i) liability of others assumed by an **insured** under a contract;
- (j) the gain to an **insured** of personal profit or advantage to which there is no legal entitlement;
- (k) liability of any **insured** as a fiduciary under the provisions of the Employee Retirement Income Security Act of 1974, as amended;
- (l) **damages** arising from breach of a collective bargaining agreement;
- (m) fines, taxes or penalties imposed by law or any matters which may be uninsurable under

LIMITS OF LIABILITY

The **limit of liability** stated above for "each **claim**" is the limit of our liability. All **claims** arising from the same negligent act, error or omission shall constitute a single **claim** regardless of the number of **claims or claimants**; the **limit of liability** stated above as "aggregate" is the total limit of our liability for all **claims** covered hereunder. **Claims** brought against more than one **insured** shall not increase the limits of our liability. This **limit of liability** is separate from the **limits of liability** stated on the Declaration Pages.

DEFINITIONS

Administration. Under this **endorsement**, "**administration**" shall mean:

- (a) giving counsel to employees with respect to **employee benefits**;
- (b) interpreting **employee benefits**;
- (c) processing of employee's personal records related to **employee benefits**;
- (d) effecting enrollment, termination or cancellation of employees under an **employee benefits** program when performed by a person authorized by the **named insured** to do so.

Employee Benefits. The term "**employee benefits**" shall mean group life, health, accident, disability, dental, automobile, and legal advice insurance plans, pension and profit-sharing plans, Individual Retirement Account (IRA) plans, Salary Reduction plans under Internal Revenue Code 401 (k) or amendments, savings plans, travel or vacation plans, employee stock subscription plans, workers' compensation, occupational disease, unemployment insurance, Social Security and disability benefits insurance.

Insured. Under this **endorsement**, "**insured**" shall mean only the **named insured**, and its executive officers, directors, stockholders or employees, provided such persons are authorized to act in the **administration of employee benefits**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THE POLICY REMAIN UNCHANGED.



Countersigned by Authorized Representative



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LIMITED POLLUTION OR CONTAMINATION LIABILITY COVERAGE (CLAIMS-MADE)

This **endorsement** forms a part of the **policy** to which attached, effective for the **policy term** shown below.

Named Insured: Arete Surgical Center L.L.C.
Policy Number: HCC0013189
Effective Date: 08/23/2020
Policy Term: From: 08/23/2020 To: 08/23/2021

Limits of Liability: \$100,000 each **pollution incident**
\$100,000 annual aggregate

Retroactive Date: 09/04/2018

This **endorsement** modifies Section C, Exclusions, paragraph 17 of the general liability coverage exclusions, which is deleted and replaced with the following:

4. Any **claim** arising from the actual or threatened discharge, dispersal, existence, presence, seepage, migration, release or escape of **pollutants**. This exclusion does not apply to any **claim** for **damages** for **bodily injury** or **property damage** or for **clean-up costs**, made and **reported** during the **policy term**, and caused by or resulting from:
 - a. Heat, smoke or fumes from an uncontrollable fire;
 - b. A **pollution incident** that occurs after the **retroactive date** stated above;
 - c. **Environmental damage** that occurs after the **retroactive date** stated above;

ADDITIONAL EXCLUSIONS

The following additional exclusions are added to the general liability coverage exclusions under Section C of the **policy** and apply to this **endorsement** only. We will not pay **defense costs**, **damages**, **clean-up costs** or supplementary payments or other expenses under this **endorsement**, arising out of:

- (a) (1) the **contamination** of the **environment** by **pollutants** that are at any time introduced anywhere into or upon land, the atmosphere, any water course or body of water:
 - (i) intentionally by or for an **insured**; or
 - (ii) through a **gradual emission**, discharge, release or escape from any source; or
 - (2) any **bodily injury** or **property damage** arising from such **contamination**; or
 - (3) any loss, cost, or expense arising from any governmental direction or request for testing, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing of such **contamination**.
- (b) **bodily injury**, **property damage** or **environmental damage** caused or contributed to by any **pollution incident** that commenced prior to the **retroactive date** stated above.

- (c) **bodily injury, property damage or environmental damage** expected or intended from standpoint of the **insured**.
- (d) **property damage or environmental damage** to:
- (1) a **waste facility**;
 - (2) property owned, rented or occupied by, or loaned to the **insured**;
 - (3) property in the care, custody and control of the **insured** or as to which the **insured** is for any purpose exercising physical control;
 - (4) property used by the **insured**;
 - (5) premises alienated by the **insured** arising from such premises of any part thereof.
- (e) **clean-up costs** or any other expense incurred by the **insured** or others to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize **pollutants** on or at:
- (1) a **waste facility**; or
 - (2) premises owned, rented or occupied by the **insured** or any recovery claimed for such costs or expense.
- (f) **bodily injury, property damage or environmental damage** arising from the ownership or operation of any offshore facility as defined in the Outer Continental Shelf Lands Act Amendment of 1978 or the Clean Water Act of 1977, as amended, or any deep water port as defined in the Deep Water Port Act of 1974, as amended.
- (g) **bodily injury, property damage or environmental damage** arising from a **pollution incident** from any premises used by the **insured** for storage, disposal, processing or treatment of waste materials and
- (1) sealed off, closed, abandoned or alienated prior to the **retroactive date** stated above; or
 - (2) sealed off or closed subject to statute, ordinance or governmental regulation or directive requiring maintenance or monitoring during or after sealing off or closure.
- (h) **bodily injury, property damage or environmental damage** arising from any automobile, aircraft or watercraft.
- (i) **bodily injury, property damage or environmental damage** arising from the emission, discharge, release or escape of drilling fluid, oil, gas or other fluids from any oil, gas, mineral, water or geothermal well.
- (j) **bodily injury, property damage or environmental damage** arising from a **pollution incident** which results from or is directly or indirectly attributable to failure to comply with any applicable statute, regulation, ordinance, directive or order relating to the protection of the **environment** and promulgated by any governmental body, provided that the failure to comply is a willful or deliberate act or omission of the **insured**.
- (k) **bodily injury, property damage or environmental damage** arising from acid rain.

LIMITS OF LIABILITY

The following provisions are added and apply under this **endorsement** only:

Regardless of the number of (1) **insureds** under this **policy**, (2) **claims** made, (3) persons or organizations

and for all other related **defense costs**, supplementary payments, and other expenses to which this **endorsement** applies shall not exceed the **limit of liability** stated above as applicable to "each **pollution incident**."

Our total liability for all **damages** (including **damages** for care and loss of services) because of all **bodily injury** and **property damage**, for all **clean-up costs**, and for all other **defense costs**, supplementary payments, and other expenses, to which this **endorsement** applies shall not exceed the **limit of liability** stated above as the "annual aggregate."

The **limit of liability** stated in this **endorsement** is separate from the **limits of liability** stated on the Declaration Pages.

ADDITIONAL DEFINITIONS

The following definitions are added to the **policy** definitions and apply to this **endorsement** only:

"**Clean-up costs**" means an obligation to pay expenses for the removal or neutralization of contaminants, irritants or **pollutants** asserted under statutory authority of the government of the United States of America, Canada or any political subdivision of the United States or Canada. Notice asserting such obligation must be first received by an **insured** during the **policy term**. **Clean-up costs** must be reasonably and necessarily incurred to curtail or prevent a **pollution incident** that poses an imminent and substantial danger of **bodily injury**, **property damage** or **environmental damage**.

"**Contamination**" includes any unclean, unsafe or unhealthful condition arising from the presence in the **environment** of **pollutants**, whether permanent or transient.

"**Environment**" includes land, bodies of water, underground water or water table supplies, air and any other natural feature of the earth or its atmosphere, whether or not altered, developed or cultivated.

"**Environmental damage**" means the injurious presence in or upon land, the atmosphere, or any watercourse or body of water of solid, liquid, gaseous or thermal contaminants, irritants or **pollutants**.

"**Gradual emissions**" include leaks, drips, seepages, oozing or leaching; and diffusion, infiltration or permeation.

"**Pollution Incident**" means emission, discharge, release or escape of **pollutants** into or upon land, the atmosphere, any watercourse or body of water, provided that such emission, discharge, release, or escape results in "**environmental damage**." The entirety of any such emission, discharge, release, or escape shall be deemed to be one "**pollution incident**."

"**Property damage**," as amended under this **endorsement** only, means:

- (a) physical injury to, destruction of, or **contamination** of, tangible property, including all resulting loss of use thereof of that property; or
- (b) loss of use of tangible property that is not physically injured, destroyed or contaminated but has been evacuated, withdrawn from use or rendered inaccessible because of a "**pollution incident**."

"**Waste facility**" means any site to which waste from the operations of an **insured** is legally consigned for delivery or delivered for storage, disposal, processing or treatment, provided that such site:

ADDITIONAL CONDITIONS

The following additional conditions are added to the **policy** and apply to this **endorsement** only:

Payment under this **endorsement** shall be due only if we have given prior written consent to the **insured** during the **policy term** to undertake the clean-up. We may not withhold such consent without reasonable cause. This requirement may be waived by us if the clean-up is an emergency measure undertaken by the **insured** to curtail or prevent loss.

We shall have the sole and final authority to select and retain counsel for the defense of any **insured** pursuant to our obligations under this **policy**. Any costs, expenses, charges, legal expenses or legal fees incurred by the **insured** without our consent shall not be reimbursed by us.

All **claims** for **damages** because of **bodily injury** to the same person, including **damages** claimed by any person or organization for care, loss of services, or death resulting at any time from the **bodily injury**, shall be considered as having been made at the time the first **claim** is made.

All **claims** for **damages** because of **property damage** causing loss to the same person or organization as a result of a **pollution incident** shall be considered as having been made at the time the first **claim** is made.

All **claims** for **clean-up costs** arising from **environmental damage** to the same general area shall be considered as having been made at the time the first **claim** is made.

We may, in our discretion, settle any **claim** under this **endorsement**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THE POLICY REMAIN UNCHANGED.



Countersigned by Authorized Representative



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MEDICAL EXPENSE COVERAGE

This **endorsement** forms a part of the **policy** to which attached, effective on the date and for the **policy term** shown below.

Named Insured: Arete Surgical Center L.L.C.
Policy Number: HCC0013189
Effective Date: 08/23/2020
Policy Term: From: 08/23/2020 To: 08/23/2021

This **endorsement** adds the following additional coverage under Section B, Insuring Agreement-General Liability Coverage.

INSURING AGREEMENT

3. We will pay reasonable and necessary medical expenses up to \$5,000 per person for **bodily injury** caused by an accident that occurs:
 - a. During the **policy term**;
 - b. On premises you own or rent;
 - c. Because of your operations; and
 - d. That are submitted to us within one (1) year of the accident. Payments under this **endorsement** will not reduce the **limits of liability** stated on the Declaration Pages.

ADDITIONAL EXCLUSIONS

In addition to all **policy** exclusions, this coverage does not apply to medical expenses:

1. For any **claim** made under the General Liability Coverage portions of this **policy**;
2. For **bodily injury** to:
 - a. The **insured** or any of its officers, directors or partners;
 - b. Any patients of the **insured**;
 - c. Persons who regularly reside or are tenants on your premises; and
 - d. Employees of tenants or other persons who regularly reside on your premises, if the **bodily injury** arises from and in the course of their employment;
3. For any tenant who does not regularly reside on the your premises if the **bodily injury** occurs on that part of the your premises that the tenant occupies or rents from the **named insured**, or for an employee of any such tenant if the employee's **bodily injury** occurs in the tenant's part of the your premises and arises from and in the course of that employee's employment;
4. For anyone engaged in maintaining or repairing your premises, or in alteration, demolition or new construction at your premises;
5. For **bodily injury** arising from the operations of an independent contractor who is doing work on your behalf;

6. For anyone practicing, instructing or participating in any physical training, sport, athletic activity or contest;
7. For which the **insured**, or the **insured's** insurer or self-insurance plan or fund, may be held liable under any workers compensation or occupational disease law, unemployment compensation or disability benefits law, or under any similar law; or
8. Payments are made without regard to fault and are not an admission of liability.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THE POLICY REMAIN UNCHANGED.



Countersigned by Authorized Representative



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PATIENT PROPERTY DAMAGE

This **endorsement** forms a part of the **policy** to which attached, effective on the date and for the **policy term** shown below.

Named Insured: Arete Surgical Center L.L.C.
Policy Number: HCC0013189
Effective Date: 08/23/2020
Policy Term: From: 08/23/2020 To: 08/23/2021

This **endorsement** modifies the **policy** exclusion relating to property in the care, custody and control of the **insured**.

This **policy** is amended to include coverage for personal property in your care, custody or control up to \$1,000 per patient for loss or damage to each patient's property in your care, custody and control. However, you will be responsible for the first \$100 of each patient property loss.

Payments under this **endorsement** will not reduce the **limits of liability** stated on the Declaration Pages.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THE POLICY REMAIN UNCHANGED.

A handwritten signature in black ink, appearing to read 'Steven R. ...', positioned above a horizontal line.

Countersigned by Authorized Representative

SEPARATE LIMIT OF LIABILITY ENDORSEMENT

This **endorsement** forms a part of the **policy** to which attached, effective on the date and for the **policy term** shown below.

Named Insured: Arete Surgical Center, LLC
Policy Number: HCC012836
Effective Date: 08/23/2020
Policy Term: From: 8/23/2020 To: 08/23/2021

In consideration of the premium charged:

1. This **endorsement** applies to the following separately-licensed facilities of the above **named insured**:

NAMED INSURED	RETROACTIVE DATE
Arete Surgical Center, LLC Ambulatory Surgery Center	08/23/2013
Arete Surgical Center, LLC Convalescent Center	08/23/2013

2. Solely with respect to coverage under Section A, Insuring Agreement-Health Care Facility Medical Professional Liability Coverage, of this **policy** and solely with respect to the facilities referenced in item 1. above, it is agreed that the **limits of liability** shown on the Declaration Page(s) are deleted and replaced as follows:

Limits of Liability: \$1,000,000 each covered incident
\$3,000,000 annual aggregate

The **limits of liability** shown above in this **endorsement** shall apply separately to each facility listed in item 1. above. Such **limits of liability** are not subject to the **policy** aggregate **limit of liability**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THE POLICY REMAIN UNCHANGED.


Countersigned by Authorized Representative