(Insurer)
**Berkley Insurance Company**
145 King Street West
Suite 1000
Toronto, ON M5H 1J8

# DECLARATIONS PAGE

## BERKLEY HEALTHCARE LIABILITY INSURANCE POLICY — RENEWAL POLICY NO.: BC05210-2506

**ITEM 1. NAME AND ADDRESS OF INSURED:**
Members in Good Standing of the Ontario Association of Optometrists as per individual certificate
20 Adelaide Street E, #801
Toronto, Ontario M5C 2T6
Canada

**ITEM 2. DESCRIPTION OF PROFESSIONAL SERVICES:** Association of Ontario Optometrists

**ITEM 3. POLICY PERIOD:** **From: March 15, 2025 12:01 A.M.** **To: March 15, 2026 12:01 A.M.**
Local time at the address shown in Item 1

**ITEM 4. POLICY LIMITS:**
a) Per Occurrence Limit of Liability for the Policy Period: As per Individual Certificate
b) Aggregate Limit of Liability for the Policy Period: As per Individual Certificate

**ITEM 5. PREMIUM:** As per Individual Certificate
**MINIMUM RETAINED PREMIUM:** As per Individual Certificate

**ITEM 6. DEDUCTIBLE AMOUNT:** $Nil

**ITEM 7. POLICY FORMS AND ENDORSEMENTS ATTACHED:**
Healthcare Professional Liability Policy - Occurrence Form
180 Day Cancellation Endorsement
Amended Clinical Trial Exclusion Endorsement - Clinical Site
Breach of Copyright Endorsement
Claim Expenses in Excess of Limit of Liability
Crisis Management Extension Endorsement
Data Breach Exclusion
Defence Costs For Abuse Endorsement - $200,000 Aggregate - $Nil deductible
Defense Costs For Alleged Criminal Acts Excluding Abuse - $75,000 Aggregate - $Nil deductible
Disciplinary Expense Endorsement - $100,000 Annual Aggregate (or As per Certificate) - $Nil deductible
Entity Extension - Claim Expenses Only
Amendment Exclusion - Insured vs. Insured
Good Samaritan Act Extension
Libel and Slander Extension
Liberalization Clause Endorsement
Loss of Documents Extension - $50,000 Aggregate - $Nil per Claim Deductible
Loss of Earnings Endorsement - $750 Per Day
Out of Country Extension
Personal Injury Extension (From Professional Services)
Prior Acts Coverage (Sunrise Clause)
Punitive Damages Endorsement - $1,000,000 Per Claim and $2,000,000 Aggregate
Sanction Limitation and Exclusion Clause
Spam Exclusion Endorsement
Subpoenaed to Appear Extension - $10,000 Per Proceeding / $10,000 Aggregate - $Nil deductible
Therapy and Counseling Extension - $50,000 Per Insured and $50,000 Annual Aggregate - $Nil deductible
Additional Exclusion - Unapproved Products

**ITEM 8. NAME AND ADDRESS OF BROKER:**
Totten Insurance Group
20 Dundas St W #910
Toronto, Ontario M5G 2C2 Canada
Tel: 647-826-1453

**These Declarations, the completed and signed application and this Policy with Endorsements shall constitute the contract between the Insured and the Insurer.**

**In witness whereof, the Insurer has caused this Policy to be signed by its authorized signing officer,**

**(Insurer)**
**Berkley Insurance Company**
145 King Street West
Suite 1000
Toronto, ON  M5H 1J8



Chief Agent

Date issued: March 10, 2025

**This policy and the Declarations Page contains clauses which may limit the amount payable.**

**(Insurer)**
**Berkley Insurance Company**
145 King Street West
Suite 1000
Toronto, ON M5H 1J8

# HEALTHCARE PROFESSIONAL LIABILITY POLICY

Throughout this policy the words you and your refer to the **Named Insured** as defined in Section II K. The words we, us and our refer to Berkley Insurance Company (Company). Words which are in **bold** writing throughout this document are defined terms within the Definitions section of this policy.

In consideration of the premium paid, in reliance upon the statements in the Application which is made a part of this policy and subject to the terms and conditions of this policy, the Company agrees with the **Named Insured** as follows:

## **I.** INSURING AGREEMENT

We will pay on behalf of the **insured** those amounts which the **insured** is legally obligated to pay as **damages** and **claim expenses** caused by a **professional incident** taking place during the **policy period** and within the policy territory, provided that prior to the inception date of this policy, no **insured** knew, nor could have reasonably foreseen, that the **professional incident** might result in a **claim.**

## **II.** DEFINITIONS

**A. Abuse** means sexual, physical, psychological or emotional abuse, molestation or harassment, including corporal punishment.

**B. Advertising Activities** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:

**1.** Notices that are published include material placed on the Internet or on similar electronic means of communication; and
**2.** Only that part of a website that promotes your goods, products or services for the purpose of attracting customers or supporters shall be considered **advertising activities**.

**C. Advertising Injury** means injury arising out of one or more of the following offenses committed in the course of the **Named Insured's advertising activities**:

**1.** Libel, slander or defamation;
**2.** Disparaging a person's or organization's goods, products or services;
**3.** Oral or written publication of material that violates a person's right of privacy;
**4.** Misappropriation of advertising ideas or style of doing business;
**5.** Piracy or unfair competition;
**6.** Use of another's advertising ideas; or
**7**. Infringing upon another's copyright, title, slogan, patent, trademark, trade name, trade dress or service mark.

**D. Claim** means:

**1.** A written demand for money or services received by any **insured** resulting from a **professional incident**;
**2.** Service of a civil proceeding against an **insured** in which **damages** resulting from a **professional incident** are claimed; and
**3.** An arbitration proceeding to which the **insured** is required to submit or to which the **insured** has submitted with our consent, in which **damages** resulting from a **professional incident** are claimed.

**E. Claim Expenses** means:

**1.** Fees, costs and expenses resulting from the investigation, adjustment, settlement and defense of a **claim**.
**2.** Allowable expenses of $250 per day but no more than $5,000 in total for the compensation of all **insureds** for personally attending any legal proceeding at our request. These allowable expenses shall not be applied to the applicable Limits of Liability or to the deductible.
**3.** The premiums for appeal, attachment or similar bonds, but only for bond amounts within the applicable Limits of Liability. We do not have to furnish these bonds.
**4**. Prejudgment interest awarded against the **insured** on that part of any covered judgment we pay. If we make an offer to pay the applicable Limits of Liability, we will not pay any prejudgment interest based on that period of time after the offer.
**5.** All interest on the full amount of any covered judgment that accrues after entry of the judgment and before we have paid, offered to pay, or have tendered or deposited to a court of competent jurisdiction the part of the judgment that is within the applicable Limits of Insurance.

**Claim Expenses** do not include:
**1.** Salaries or expenses of your regular employees, independent contractors, directors or officers;
**2.** Fines, penalties or taxes levied against the **insured**;
**3.** Fees, costs or expenses incurred by the **insured** without our prior written consent. These unilaterally incurred fees, costs or expenses will not be reimbursed by us nor reduce the deductible under the policy**.**

**F. Clinical Trial** means the testing of material to establish the effectiveness or safety of such material as a drug, biologic, medical device, dietary supplement, cosmetic, cosmetic drug or medical food, including the taking of all steps to obtain the informed consent of any human beings participating in such tests, and the performance of all other activities taken in connection with such testing.

**G. Damages** mean a monetary and compensatory judgment, award or settlement. However, **damages** do not include:
**1.** Punitive or exemplary damages or any damages which are a multiple of compensatory damages**;**
**2.** Amounts the **insured** is required to pay or return as restitution;
**3.** Fines, penalties, sanctions, taxes or fees assessed against the **insured**;
**4.** Judgments or awards arising from acts deemed uninsurable by law;
**5.** Fees or charges, including over-charges or cost overruns incurred by an **insured**;
**6.** Collecting fees of an **insured** from a third party;
**7.** The return of fees or other compensation paid to an **insured**; or
**8.** Non-pecuniary relief.

**H. Direct Patient Care** means examination, diagnosis, testing and/or the treatment of any patient.

**I. Insured** means:
**1.** The **Named Insured**;
**2.** Your current and former employees, principals, partners, executive officers, directors, members, managers, stockholders, trustees, volunteer workers, or **medical directors** while acting on your behalf within the course and scope of their duties; except coverage will not be afforded to the following professionals: physicians, dentists, ophthalmologists, podiatrists, nurse midwives or certified registered nurse anesthetists (CRNA's);
**3.** In the event of death or incapacity of any **insured**, their legal representative in his or her capacity as such, for any **claim** against the **insured**; and
**4.** Any student enrolled in a training program, but only while acting within the scope of their duties as such and under the direct supervision of faculty members or educators of such training program.

**J. Medical Director** means a healthcare professional employed or contracted by you in an administrative capacity.

**K. Named Insured** means the entity or individual named in the Declarations.

**L. Other Insurance** includes, but is not limited to, coverage or benefits provided by self-insurance arrangements, pools, self-insurance trusts, captive insurance companies, inter-insurance exchanges, mutual insurance companies, stock insurance companies, risk retention groups, reciprocal exchanges, mutual benefit or assistance programs, or any other plan or agreement of risk assumption.

**M. Personal** I**njury** means injury arising out of one or more of the following offenses;
**1.** False arrest, detention or imprisonment;
**2.** Malicious prosecution;
**3.** Wrongful entry or wrongful eviction;
**4.** Invasion of right of private occupancy;

**5.** Oral or written publication of material that slanders or libels a person or organization or defames or disparages a person's or organization's goods, products or services; or
**6.** Oral or written publication of material that violates a person's right of privacy.

**N. Policy Period** means the period from the inception date stated in the Declarations to the expiration date stated in the Declarations, or its earlier termination date, if any.

**O. Privacy Law** means:
**1.** The Canadian Personal Information and Electronic Documents Act (PIPEDA);
**2.** Other similar federal, provincial, state, territorial or regional identity theft and privacy protection laws requiring commercial entities that collect personal information to post privacy policies, adopt specific privacy controls, or notify individuals in the event that personal information has potentially been compromised.

**P. Professional Incident** means a negligent act, error or omission in the rendering of or failure to render **professional services** by the **insured** or a person acting under the **insured's** direction, control or supervision and for whose acts, errors or omissions the **insured** is legally liable. All **professional incidents** that are logically or causally connected will be deemed one **professional incident** that, for the purpose of determining coverage under this policy, occurred at the time of the earliest act, error or omission.

**Q. Professional Services** means services performed by an **insured** for others involving specialized training, knowledge and skill while in the pursuit of the **insured's** business stated in the Declarations.

**R. Property Damage** means:
**1.** Physical injury to or destruction of tangible property, including all resulting loss of use of that property;
**2.** Clean up costs; or
**3.** Loss of use of tangible property that has not been physically injured or destroyed.

## **III.** DEFENCE

We have the right and duty to defend any **claim** brought against the **insured** seeking damages caused by a **professional incident** to which this insurance applies**,** including the right to appoint counsel to defend the **insured**, and will do so even if any of the allegations of the **claim** are groundless, false or fraudulent. We may make such investigation and settlement of any **claim** as we deem expedient. Our right and duty to defend ends when we have used up the applicable Limits of Liability in the payment of **damages** and/or **claims expenses** or have tendered the applicable Limits of Liability to a court of competent jurisdiction. We have no obligation or duty to defend any **claim** for which coverage is excluded hereunder or not otherwise afforded by this policy and we are not obligated to pay any **claim expenses** incurred by the **insured** in the defense of any **claim** not covered by this policy.

## **IV.** POLICY TERRITORY

This policy applies to **professional incidents** in Canada and any **claim** first brought and continuously maintained against the **insured** in Canada.

## **V.** EXCLUSIONS

This policy does not apply to:

**A.** A **claim** made by an **insured** or their spouse or relatives, against any other **insured**;

**B. Professional services** provided by a **medical director** involving **direct patient care**; however, this exclusion does not apply if the **medical director** is expected to provide **professional services** as part of their job description. In the event that coverage applies, it will be limited to the **Named Insured** for their vicarious liability arising out of the **professional services** provided by such **medical director**, and no coverage will be provided to the **medical director** that provided the **professional services;**

**C.** Any act, error or omission which is knowingly wrongful, dishonest, fraudulent, criminal or malicious;

**D.** Any **professional incident** caused by any **insured** while under the influence of intoxicants or narcotics; however this exclusion shall apply only if the **Named Insured** knew or ought to have known that the **insured** was under the influence of

an intoxicant or narcotic while rendering or failing to render such **professional services**. In the event that coverage applies, it will be limited to the **Named Insured** for their vicarious liability arising out of the **professional services** provided by such **insured**, and no coverage will be provided to the **insured** that provided the **professional services** under the influence of an intoxicant or narcotic;

**E**. Any **claim** based upon or arising out of the insolvency or bankruptcy of any **insured** or any person, firm or organization;

**F.** Any **claim** for discrimination, violation of civil rights, or any allegation that a person was subjected to unfair treatment or a denial or reduction of benefits, privileges or accommodation in violation of any law, statute, ordinance or regulation designed to ensure equal access to opportunities, goods, services, facilities and accommodations;

**G**. Any **claim** based upon or arising out of actual or threatened **abuse**, sexual advances, or sexual acts or any behaviour or communications intended to lead to, or culminate in, **abuse**, sexual advances or sexual acts;

**H.** Any **claim** for any **insured's** activities as owner, sole proprietor, superintendent, executive officer, director, partner, trustee or employee of any organization which is not a **Named Insured**;

**I.** Any liability based upon or arising out of the presence, discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, oil or other petroleum substances or derivatives, waste materials or other irritants, contaminants, pollutants or any substances including asbestos which are or may be injurious to public health or the environment (herein called hazardous substances) into or upon land, the atmosphere or any water course or body of water.

It is further agreed that this policy does not apply to any liability including expenses for:

**1.** The costs of clean up or removal of hazardous substances;
**2.** The cost of such actions as may be necessary to monitor, assess and evaluate, the presence, discharge, dispersal, escape, release, or threat of same, of hazardous substances;
**3.** The cost of disposal of hazardous substances or the taking of such other action as may be necessary to temporarily or permanently prevent, minimize, or mitigate damage to the public health or welfare or to the environment, which may otherwise result; or
**4.** Any loss, cost, or expense arising out of any government direction or request that the **Named Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

**J.** Any **claim** for which you or any carrier as your insurer may be liable, under any law, regulation, or rule governing workers' compensation, employment compensation, or employee benefits, including disability and pension benefits; or to any liability of the **insured** arising out of the injury, sickness, disease or death resulting there from of any employee of the **insured** arising out of and in the course of their employment by the **insured**;

**K.** Any nuclear reaction, radiation or contamination, under any circumstances and regardless of cause, within or originating from a nuclear facility;

**L.** Any misappropriation, infringement, or use of a copyright, title, slogan, patent, trademark, trade-name, trade dress, service mark, domain name, trade secret or any violation of an intellectual property right or law;

**M.** Any **property damage, advertising injury** or **personal injury**.
However, we will reimburse your patient for **property damage** sustained while on your office premises for the purpose of receiving **professional services** provided that:

**1.** The property damage occurs during the **policy period**; and
**2.** You report the **property damage** to us as soon as practicable during the **policy period**

The most we will pay under this coverage is $500 per **property damage** incident. No deductible applies and payments under this coverage will not erode the Limits of Liability.

**N.** Any **claim** based upon or arising out of liability you assume under any contract or agreement; however, this exclusion does not apply to liability you would have in the absence of such contract or agreement;

**O.** Any **claim** against an **insured** that is brought by or on behalf of any federal, provincial, territorial, or local government agency or professional or trade licensing organization; however, this exclusion shall not apply where the **claim** is alleging a **professional incident**;

**P.** Any **claim** alleging an **insured** exceeded a contract price, cost guarantee or cost estimate;

**Q.** Any **professional incident** for which an **insured** has coverage under any **other insurance** issued by us;

**R.** Any **claim** arising out of or in consequence of any **professional services** provided while the **insured** is not a member in good standing with the relevant, practice-specific professional association or while the **insured's** license or professional credentials are under suspension by the relevant, practice-specific professional association; however, this exclusion does not apply in the event that the **Named Insured** is unaware that the license or professional credentials of an employee are no longer in good standing. In the event that coverage applies, it will be limited to the **Named Insured** for their vicarious liability arising out of such **insured's** provision of **professional services**, and no coverage will be provided to the **insured** that provided the **professional services;**

**S.** Any **claim** based upon or arising out of the **insured's** involvement in a **clinical trial**;

**T.** Any **claim** based upon or arising out of the use or release of confidential or proprietary information by any **insured**, or the failure by any **insured** to comply with any **privacy law**;

**U.** Any **claim** based upon or arising out of the ownership, maintenance, use, including but not limited to operation, loading and unloading, or entrustment to others of any aircraft, motor vehicle, including but not limited to any automobile, or watercraft.

## **VI.** LIMITS OF LIABILITY AND DEDUCTIBLE

**A.** Limit of Liability – Each **Claim**
The Limit of Liability – Each **Claim**, as stated in the Declarations, is the maximum amount we will pay for all **claim expenses** and **damages** attributable to any one **claim** covered under this policy.

**B.** Limit of Liability – Aggregate
The Limit of Liability – Aggregate, as stated in the Declarations, is the maximum amount we will pay for the sum of all **claim expenses** and **damages** for all **claims** covered under this policy.

**C.** Our duty to defend will end when our Limits of Liability have been exhausted by payment of **damages** and/or **claim expenses**, or have been tendered to a court of competent jurisdiction.

**D.** The applicable Limit of Liability stated in the Declarations is the maximum we will pay regardless of the number of **insureds**, individuals or organizations that make a **claim**, or number of **claims** made.

**E.** Deductible
The deductible amount stated in the Declarations applies to each **claim** and shall be paid by the **Named Insured**.
The deductible applies to **claims expenses** and **damages** and is part of, and not in addition to, the Limits of Liability shown in the Declarations. We may advance payment of part or all of the deductible amount and upon notification of such payment being made, the **insured** must promptly reimburse the Company for the deductible amounts advanced by us.

## **VII.** CONDITIONS

**A. Insured's** Duties in the Event of a **Claim**

**1.** If a **claim** to which this policy applies is made against an **insured**, you must give us written notice, as soon as practicable, at Berkley Canada, Attention: Claims Department, Berkley Canada, 145 King Street West, Suite 1000, Toronto, ON, M5H1J8. Or e-mail: claims@berkleycanada.com. Written notice includes:

**a)** The specific **professional incident** including the date(s), location and parties involved; and
**b)** The **damages** which have or may result from such **professional incident.**

**2.** All **insureds** must fully cooperate with us in the conduct, defense and investigation of any **claim**. Upon the Company's request, we may require the **insured** to submit to an examination under oath; provide us with written statements or attend meetings with us; produce and make available records, documents and other materials which we deem relevant to the **claim**; attend hearings, examinations for discovery and trials; assist in affecting settlements, securing and giving evidence and obtaining the attendance of witnesses.

**3.** The **insured** must not make any payment, admit any liability, settle any **claim**, assume any obligations, or accept or reject arbitration without our prior written consent.

**4**. The **insured** must do whatever is necessary to secure and affect any rights of indemnity, contribution or apportionment that the **insured** may have.

**5.** The **insured** shall accept our assignment of counsel and the **insured** shall refrain from discussing any **claim** with anyone other than counsel retained to represent the **insured** or our representatives.

**B.** Transfer of Rights of Recovery
If there is a payment made by us under this policy, we shall be subrogated to all of the **insured's** rights of recovery against any person or organization. The **insured** will cooperate with us and do whatever is necessary to secure these rights.

**C.** How **Other Insurance** Applies
This insurance shall be excess of and not contribute with **other insurance**, whether collectible or not, that affords coverage for a **professional incident**. If any **insured** has **other insurance** that provides coverage for their involvement in a **professional incident**, this policy shall be excess of this **other insurance** and no coverage is provided to that specific **insured** until the exhaustion of their **other insurance**.
This condition does not apply to **other insurance** that is written to apply in excess of the limits provided by this policy.

**D.** Changes Made to this Policy
The terms and conditions of this policy cannot be waived or changed except by specific written endorsement issued by us and made part of the policy.

**E.** Assignment of the **Insured's** Interest
The interest of the **insured** under this policy is not assignable to any other person or organization, except with the Company's written consent.

**F.** Cancellation

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

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

**a)** 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or

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

Except in Quebec, if notice is mailed, cancellation takes effect 15 or 30 days, as applicable above, after receipt of the letter by the post office to which it is addressed, depending upon the reason for cancellation. Proof of mailing will be sufficient proof of notice.
In Quebec, cancellation takes effect either 15 or 30 days, as applicable above, after receipt of the notice at the last known address of the **Named Insured**, depending upon the reason for cancellation.

**3.** We will mail or deliver our notice to the **Named Insured's** last mailing address known to us.

**4.** The **policy period** will end on the date cancellation takes effect.

**5.** If this policy is cancelled, we will send the **Named Insured** any premium refund due. If we cancel, the earned premium will be computed pro-rata. If the **Named Insured** cancels, the earned premium shall be computed using the customary short rate table or the amount stated in the Declarations as minimum retained premium, whichever is greater. Return of unearned premium is not a condition of cancellation. Unearned premium will be returned by us as soon as practicable.

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

**H.** Application and Representations
By accepting this policy, you represent and agree that:

**1.** All of the information provided and statements made to us by you, including the information contained in the Application and any other supplemental materials and information submitted by you or on your behalf, are true, accurate and complete, and each shall be deemed to constitute material representations made by all of the **insureds**;

**2.** We have issued this policy in reliance upon such representations; and

**3.** The misrepresentation of any material matter by you or your agent will render this policy null and void and relieve us from all liability.

Upon the binding of coverage, the Application shall be attached and become part of this policy.

**I.** Audit
We may examine and audit your books and records at any time during the **policy period** and within 3 years after the expiration or termination date of this policy, as far as they relate to this policy.

**J.** Action Against Us
No action shall be brought against us by any **insured**, unless, as a condition precedent thereto:

**1.** All **insureds** have fully complied with all the terms and conditions of this policy; and

**2.** The amount of **damages** has been fixed or rendered certain by the settlement of the claim or by final judgment against the **insured** after trial of the issues and expiry of the time to appeal such judgment without an appeal being taken, or if appeal is taken, after the appeal has been determined.

In no event shall any action brought by anyone be maintained against us unless such action is brought within 24 months from the time the right to bring action first became available.

**K.** False or Fraudulent **Claims**
If an **insured** reports any **claim** knowing such **claim** to be false or fraudulent, this policy shall become void and all insurance coverage hereunder shall be forfeited as of the inception date of this policy.

**L.** Terms and Conditions of Policy Conformed to Statute
Where necessary, the terms and conditions of this policy will be amended to conform to applicable law.

**M.** Premium
The premium amount for this policy is stated in the Declarations and is for coverage for the **policy period**. If during the **policy period** there is a change in coverage afforded, we have the right to adjust the premium as of the date of change. Any premium adjustment shall be made in accordance with our prevailing rules and rates.
Premium shown as advance premium is a minimum and deposit premium. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable by notice to the first **Named Insured**. If the premium for this policy is a flat premium, it is not subject to adjustment.
Premium shown as minimum retained premium in the Declarations is fully earned by the Company at the inception date of this policy, and the **Named Insured** is not entitled to any return of the minimum retained premium upon cancellation by the **Named Insured** or cancellation by the Company for non-payment of premium when due or fraud or misrepresentation.

**N.** Canadian Currency Clause
All limits of insurance, premiums and other amounts as expressed in this policy are in Canadian currency.

**O**. Quebec
Where this policy is legally required to be interpreted in accordance with the laws of the Province of Quebec:

1. Les parties ont expressément convenu que cette convention ainsi que tous documents y afférents soient rédigés en langue anglaise seulement.
   The parties have expressly agreed that this agreement and all related documents be drafted in the English language only.
2. The policy provisions shall be deemed to be amended to comply with the applicable mandatory provisions of the Quebec Civil Code, but only to the extent necessary to comply with such mandatory provisions of the Quebec Civil Code and only to the extent that such mandatory provisions are contrary to the existing terms of this policy.

**This policy shall not be binding upon the Company unless completed by an Application which is made a part of this policy and a Declarations Page, countersigned on the aforesaid Declarations Page by a duly authorized representative of the Company.**

**For the purposes of the Insurance Companies Act (Canada), this document was issued in the course of Berkley Insurance Company's insurance business in Canada.**

**This endorsement changes the policy.**
**Please read it carefully.**

# 180 Day Cancellation Endorsement

**SECTION VII. CONDITIONS, F. Cancellation** is deleted in its entirety and replaced by the following:

**F.** Cancellation

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

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

**a.** 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or

**b.** 180 days before the effective date of cancellation if we cancel for any other reason.

Except in Quebec, if notice is mailed, cancellation takes effect 15 or 180 days, as applicable above, after receipt of the letter by the post office to which it is addressed, depending upon the reason for cancellation. Proof of mailing will be sufficient proof of notice.
In Quebec, cancellation takes effect either 15 or 180 days, as applicable above, after receipt of the notice at the last known address of the **Named Insured**, depending upon the reason for cancellation.

**3.** We will mail or deliver our notice to the **Named Insured's** last mailing address known to us.

**4.** The **policy period** will end on the date cancellation takes effect.

**5.** If this policy is cancelled, we will send the **Named Insured** any premium refund due. If we cancel, the earned premium will be computed pro-rata. If the **Named Insured** cancels, the earned premium shall be computed using the customary short rate table or the amount stated in the Declarations as minimum retained premium, whichever is greater. Return of unearned premium is not a condition of cancellation. Unearned premium will be returned by us as soon as practicable.

All other terms and conditions of the policy remain unchanged.

| | |
|---|---|
| Insured: | Members in Good Standing of the Ontario Association of Optometrists as per individual certificate |
| Effective Date: | March 15, 2025 |
| Policy Number: | BC05210-2506 |
| Date Issued: | March 10, 2025 |

**This endorsement changes the policy.**
**Please read it carefully.**

## Amended Clinical Trial Exclusion Endorsement – Clinical Site

**SECTION VI. EXCLUSIONS, S.** is deleted in its entirety and replaced by the following:

**S.** Any **claim** based upon or arising out of the **insured's** involvement in a **clinical trial**, however this exclusion does not apply to any **insured** where they participate as a clinical site in a **clinical trial** as long as the **insured** is not acting as the sponsor of the **clinical trial** in any capacity.

All other terms and conditions of the policy remain unchanged.

| | |
|---|---|
| Insured: | Members in Good Standing of the Ontario Association of Optometrists as per individual certificate |
| Effective Date: | March 15, 2025 |
| Policy Number: | BC05210-2506 |
| Date Issued: | March 10, 2025 |

**This endorsement changes the policy.**
**Please read it carefully.**

## Breach of Copyright Endorsement

In consideration of an additional premium of N/A, it is hereby understood and agreed that the policy is amended as follows:

**SECTION V. EXLUSIONS, L.** is deleted in its entirety and replaced by the following:

L. Any misappropriation, infringement, or use of a copyright, title, slogan, patent, trademark, trade-name, trade dress, service mark, domain name, trade secret or any violation of an intellectual property right or law.

The above exclusion does not apply to the infringement of any copyright or trademark when such infringement arises out of the **insured's professional services.**

All other terms and conditions of the policy remain unchanged.

| | |
|---|---|
| Insured: | Members in Good Standing of the Ontario Association of Optometrists as per individual certificate |
| Effective Date: | March 15, 2025 |
| Policy Number: | BC05210-2506 |
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**This endorsement changes the policy.**
**Please read it carefully.**

## Claim Expenses in Excess of Limit of Liability

**SECTION VI. LIMITS OF LIABILITY AND DEDUCTIBLE, A. Limit of Liability – Each Claim, B. Limit of Liability – Aggregate, and C.** are deleted in their entirety and replaced by the following:

**A. Limit of Liability – Each Claim**
The Limit of Liability – Each **Claim**, as stated in the Declarations, is the maximum amount we will pay for all **damages** attributable to any one **claim** covered under this policy. **Claims expenses** are in excess of Limits of Liability stated in the Declarations.

**B. Limit of Liability – Aggregate**
The Limit of Liability – Aggregate, as stated in the Declarations, is the maximum amount we will pay for the sum of all **damages** for all **claims** covered under this policy. **Claims expenses** are in excess of Limits of Liability stated in the Declarations.

**C.** Our duty to defend will end when our Limits of Liability have been exhausted by payment of **damages**, or have been tendered to a court of competent jurisdiction.

All other terms and conditions of the policy remain unchanged.

| | |
|---|---|
| Insured: | Members in Good Standing of the Ontario Association of Optometrists as per individual certificate |
| Effective Date: | March 15, 2025 |
| Policy Number: | BC05210-2506 |
| Date Issued: | March 10, 2025 |

**This endorsement changes the policy.**
**Please read it carefully.**

# Crisis Management Extension Endorsement

In consideration of an additional premium of N/A, it is hereby understood and agreed that the policy is amended to include the following:

**Errors and Omissions Crisis Management Expense Costs**

1. We will reimburse an **insured** for reasonable **Errors and Omissions Crisis Management Expense Costs** paid by the **insured** for a **crisis** to which this insurance applies but only if:
   a) the **Errors and Omissions Crisis Management Expense Costs** are incurred in the Policy Territory and during the **policy period**;
   b) the **Errors and Omissions Crisis Management Expense Costs** are in respect of, arise from, or are related to, an act, event, incident, situation, circumstance or happening entirely taking place during the **policy period**;
   c) the **Errors and Omissions Crisis Management Expense Costs** are authorized in writing by the Insurer prior to being incurred;
   d) the **Errors and Omissions Crisis Management Expense Costs** as described and limited herein arise from any claim of actual or alleged **professional incident** in the rendering or failure to render **professional services** by or on behalf of the **insured**.

2. With respect to any **Errors and Omissions Crisis Management Expense Costs** payable through this coverage, the following conditions apply:
   a) Indemnification shall only be made for **Errors and Omissions Crisis Management Expense Costs** which are incurred and reported to the Insurer within one (1) year of the date the Insurer was first advised of:
      (i) the notice of **claim** because of a **professional incident** to which coverage outlined in section 1 of this endorsement applies, or;
      (ii) an actual or alleged **professional incident** indemnifiable under section 1 of this endorsement if an action were to be brought against any **insured**.
   b) The written notice must include proof of loss and other information as may be required by the Insurer to substantiate that coverage applies, and;
   c) Any indemnity under this coverage will constitute notice of claim under section 1 of this endorsement.

3. It is further understood and agreed that **SECTION II.** DEFINITIONS is extended to include the following additional definitions:

   **Claim means a** civil proceeding in which “compensatory damages” because of a” professional incident” ” to which this insurance applies are alleged.

   **Crisis** means any event which**:**
   a) is unexpected; or
   b) occurs infrequently; or
   c) causes “a claim" to the Insured; and
   d) arises from any claim of actual or alleged **abuse**.

   **Errors and Omissions Crisis Management Expense Costs** means the actual and necessary expenses incurred to mitigate, prevent or decrease a **claim** resulting from a **crisis** and shall include:
   a) the costs for the services of public relations advisors or media consultants in response to the **crisis**;
   b) grief counselling for persons directly affected by the **crisis** other than the actual victim of the alleged **professional incident**, including family members, employees, volunteers if applicable;
   c) media costs directly associated with the response to the **crisis**;
   d) extraordinary costs associated with the attendance of directors, officers, trustees or employees of the **insured** at the scene of the **crisis**; extraordinary expenses means lodgings, travel and meals ; or
   e) the additional costs incurred to conduct an internal investigation directly relating to allegation of actual or alleged **professional incident(s)**.

   **Errors and Omissions Crisis Management Expense Costs** do not include ordinary salary and wage costs.

   **Claim** also means:
   a) disruption in the services provided by the **insured**;
   b) a real or imagined threat to the Insured;
   c) an impediment to the Insured’s usual ability to withstand the pressures of daily operation;
   d) an interference in the Insured’s ability to function during or after the **crisis**; or
   e) damage or potential damage to the **insured’s** reputation.

4. It is further understood and agreed that **SECTION VI.** LIMITS OF LIABILITY AND DEDUCTIBLE is extended to include the following:

   The limit of coverage for loss of any or all items insured under this Crisis Management Extension Endorsement shall be an aggregate of One Hundred thousand dollars ($100,000) per occurrence and in the aggregate for the **policy period**.
   In the event any **insured** is covered under any other policy of insurance issued by or on behalf of the Insurer, whether on a sole or subscription basis, or in the event that any **insured** is entitled to coverage under any other section of this policy of insurance, total limits available to the insured under all such policies shall not be greater than the limits available under this policy. This limitation applies whether such other policy, or other section of this policy, provides coverage for commercial general liability, errors and omissions liability, directors and officers' liability, employment practices liability, or on any other basis.

All other terms and conditions of the policy remain unchanged.

**This endorsement changes the policy.**
**Please read it carefully.**

## Data Breach Exclusion

**SECTION V. EXCLUSIONS**, **T.** is deleted in its entirety and replaced by the following:

**T.** This insurance does not apply to any liability, loss, cost, expense, damages, injury arising directly or indirectly out of any actual, alleged, or threatened:

**1.** unauthorized access to, alteration of, or use of any **Computer System** or **Electronic Data**;

**2.** denial of service attack upon or directed at any **Computer System**;

**3.** malicious use of computer code or any computer virus created or transmitted by, or introduced into any **Computer System**;

**4.** theft of, dissemination of, publication of or disclosure of any **Electronic Data** consisting of a person's or organization's confidential or personal information; or

**5.** theft of, loss of, loss of use of, corruption of, damage to, disruption of, or inability to access or alter **Electronic Data**,

regardless of any other cause or event that contributes concurrently or in any sequence to the liability, loss, cost expense, damages, injury.

As used in this exclusion, **Computer System** means computer software, hardware and firmware and associated input and output devices (including wireless and mobile devices), data storage and data processing devices, networking equipment and backup facilities, including cloud computing devices and facilities.

**Electronic data** means information, knowledge or programs recorded on, stored on, created or used on, or transmitted to or from a **Computer System**.

All other terms and conditions of the Policy remain unchanged.

**This endorsement changes the policy.**
**Please read it carefully.**

## Defence Costs For Abuse Endorsement

In consideration of an additional premium of N/A, it is hereby understood and agreed that the policy is amended as follows:

**SECTION III. DEFENCE** is amended to include the following:

The Insurer will reimburse any **insured** for **claim expenses** incurred by the **insured** to defend a **claim** alleging **abuse**, following a final judgment or adjudication, if an acquittal or return of a “not guilty” verdict is reached.

This endorsement is subject to a maximum limit of $200,000 aggregate per certificate, which is the most the Insurer will reimburse the **insured** for the **claim expenses** described above.

All other terms and conditions of the policy remain unchanged.

| | |
|---|---|
| Insured: | Members in Good Standing of the Ontario Association of Optometrists as per individual certificate |
| Effective Date: | March 15, 2025 |
| Policy Number: | BC05210-2506 |
| Date Issued: | March 10, 2025 |

**This endorsement changes the policy.**
**Please read it carefully.**

## Defense Costs For Alleged Criminal Acts Excluding Abuse

In consideration of an additional premium of N/A, it is hereby understood and agreed that the policy is amended as follows:

**SECTION III. DEFENCE** is amended to include the following:

The Insurer will reimburse any **insured** for **claim expenses** incurred by the **insured** to defend a **claim** alleging a criminal act, following a final judgment or adjudication, if an acquittal or return of a “not guilty” verdict is reached.

For the purpose of this endorsement, criminal act does not include actual or threatened **abuse**, sexual advances, or sexual acts or any behavior or communications intended to lead to, or culminate in, **abuse**, sexual advances or sexual acts, and no coverage shall be afforded through this endorsement for any **claim** which involves actual or threatened **abuse**, sexual advances, or sexual acts or any behavior or communications intended to lead to, or culminate in, **abuse**, sexual advances or sexual acts.

This endorsement is subject to a maximum limit of $75,000 per claim and aggregate, which is the most the Insurer will reimburse the **insured** for the **claim expenses** described above.

All other terms and conditions of the policy remain unchanged.

| | |
|---|---|
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| Effective Date: | March 15, 2025 |
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| Date Issued: | March 10, 2025 |

# Berkley Insurance Company

**This endorsement changes the policy.**
**Please read it carefully.**

## Disciplinary Expense Endorsement

In consideration of an additional premium of N/A, it is hereby understood and agreed that for the purposes of this endorsement only, the policy is amended as follows:

**SECTION II. DEFINITIONS, D.** is amended by the addition of the following:

4. A coroner / medical examiner inquest, disciplinary hearing or investigation brought by the **insured's** relevant, practice-specific professional association or college, which arises from **professional services**.

Coverage provided by this endorsement shall be subject to the following conditions:

1. We will pay on behalf of the **Named Insured** the costs incurred by any **insured** in the investigation and/or defence of a **claim** as defined above. No other loss arising out of such a **claim** will be covered under this endorsement.
2. The coverage provided by this endorsement is subject to a maximum limit of $100,000 Annual Aggregate (or as per certificate), which is the most the Insurer will pay for any claim as defined above.
3. A nil deductible applies to each **claim** under this endorsement; however payments under this endorsement will not erode the Limits of Liability.

All other terms and conditions of the policy remain unchanged.

| | |
|---|---|
| Insured: | Members in Good Standing of the Ontario Association of Optometrists as per individual certificate |
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| Date Issued: | March 10, 2025 |

**This endorsement changes the policy.**
**Please read it carefully.**

## Entity Extension – Claim Expenses Only

It is hereby understood and agreed that the following are added as additional **insureds** under this policy, but only with respect to the **professional services** of the **Named Insured**:

Entity - As per Individual Certificate

The Insurer will reimburse the additional **insured** for their **claim expenses** incurred to defend a **claim** caused by a **professional incident** of the **named insured**.

This endorsement is subject to a maximum limit of $25,000 per **claim** and $75,000 per **policy period**, which is the most the Insurer will reimburse the additional **insured** of the **claim expenses** described above. Any payment made under this extension will erode the Limits of Liability.

All other terms and conditions of the policy remain unchanged.

**This endorsement changes the policy.**
**Please read it carefully.**

## Exclusion Amendment – Insured vs. Insured

**SECTION V. EXCLUSIONS, A.** is deleted in its entirety and replaced by the following:

**A.** A **claim** made by an **insured** or their spouse or relatives, against any other **insured**; however, this exclusion does not apply to any **claim** arising out of a **professional incident**.

All other terms and conditions of the policy remain unchanged.

**This endorsement changes the policy.**
**Please read it carefully.**

## Good Samaritan Act Extension

In consideration of an additional premium of N/A, notwithstanding anything contained in this policy to the contrary, it is hereby understood and agreed that this policy is extended to cover the liability imposed upon the **insured**, as a result of the **insured** performing any **Good Samaritan Act**.

**Good Samaritan Act** means the rendering or administering of medical treatment at the scene of a medical emergency, accident, or disaster to any member of the general public who is not a patient of the **insured**, nor a person for whom the **insured** is under obligation to perform such service.

All other terms and conditions of the policy remain unchanged.

| | |
|---|---|
| Insured: | Members in Good Standing of the Ontario Association of Optometrists as per individual certificate |
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**Please read it carefully.**

## Libel and Slander Extension (From Professional Services)

**SECTION V. EXCLUSIONS, M.** is amended by the addition of the following:

This exclusion does not apply to libel or slander that result from the **insured's professional services**.

All other terms and conditions of the policy remain unchanged.

| | |
|---|---|
| Insured: | Members in Good Standing of the Ontario Association of Optometrists as per individual certificate |
| Effective Date: | March 15, 2025 |
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| Date Issued: | March 10, 2025 |

# Berkley Insurance Company

**This endorsement changes the policy.**
**Please read it carefully.**

## Liberalization Clause Endorsement

It is hereby understood and agreed that the policy is amended to read as follows:

This policy together with all endorsements attached hereto has been issued as a renewal of the **expiring policy**. The term **expiring policy** means the policy / policies # OAO-2018-PL issued to Ontario Association of Optometrists by Aviva together with all endorsements attached thereto.

The terms and conditions of either this policy or the **expiring policy**, whichever in their entirety is more favorable to the **insured**, shall govern with respect to any c**laim** with the following exceptions:

a. No coverage shall be provided for any **claim** or other matter which was the subject of any notice given under the **expiring policy** or any preceding policy; and in the case of occurrence based coverages for any occurrence which occurs prior to the policy period or after the end of the policy period of the policy to which this is attached.
b. The liberalization features of this endorsement shall not apply to any of the **policy period**, Limits of Insurance, or Deductible amounts of this policy.

All other terms and conditions of the policy remain unchanged.

| | |
|---|---|
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**This endorsement changes the policy.**
**Please read it carefully.**

## Loss of Documents Extension

In consideration of an additional premium of N/A, it is hereby understood and agreed that we will pay on behalf of the **insured** those amounts which the **insured** is legally obligated to pay as **damages** and **claims expenses** caused by **property damage** to the **insured's documents**.

We will also pay on behalf of the **insured** the cost, charges and expenses incurred by the **insured** in replacing and / or restoring the **insured's documents**.

**Documents** means written, printed or otherwise inscribed documents and records, including abstracts, deeds, drawings, electronic recordings, films, maps, mortgages and books. **Documents** are limited to only those that are the property of the **insured** or have been entrusted to the **insured**. This definition does not include money and securities or any data, programs and instructions used for electronic processing operations, including materials on which the data is stored.

Coverage provided by this extension shall be subject to the following conditions:

1. The coverage provided by this extension is subject to a maximum limit of $50,000 per **insured** and annual aggregate, which is the most the Insurer will pay for any costs as defined above.
2. A Nil deductible applies to this extension; however payments under this extension are part of and will erode the Limits of Liability.

All other terms and conditions of the policy remain unchanged.

| | |
|---|---|
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**This endorsement changes the policy.**
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## Loss of Earnings Endorsement

**SECTION II. DEFINITIONS, E. Claim Expenses, 2.** is deleted in its entirety and replaced by the following:

**2.** All reasonable expenses incurred by the **insured** at our request to assist in the investigation or defense of a **claim**, including actual loss of earnings up to $750 a day because of time off from work.

All other terms and conditions of the policy remain unchanged.

| | |
|---|---|
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# Berkley Insurance Company

**This endorsement changes the policy.**
**Please read it carefully.**

## Out of Country Extension

In consideration of an additional premium of N/A, it is hereby understood and agreed that the policy is amended as follows:

**SECTION IV. POLICY TERRITORY** is amended to include the following:

This policy applies to **professional incidents** anywhere in the world if the **claim** is first brought and continuously maintained against the **insured** in Canada or the United States of America, and the **claim** is based upon or arises from the **insured** providing their **professional services** while travelling outside of Canada for the purpose of:

a. Accompanying patients on trips;
b. Attending academic courses; or
c. Participating in professional exchange programs.

This Out of Country extension only applies for ninety days following the date the **insured** leaves Canada.

All other terms and conditions of the policy remain unchanged.

| | |
|---|---|
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**This endorsement changes the policy.**
**Please read it carefully.**

## Personal Injury Extension (From Professional Services)

**SECTION V.** EXCLUSIONS**, M.** is deleted in its entirety and replaced by the following:

**M.** Any **property damage, advertising injury** or **personal injury.**
However:

1. we will reimburse your patient for **property damage** sustained while on your office premises for the purpose of receiving **professional services** provided that**:**
   a) The **property damage** occurs during the **policy period**; and
   b) You report the **property damage** to us as soon as practicable during the **policy period**

   The most we will pay under this coverage is $500 per **property damage** incident. No deductible applies and payments under this coverage will not erode the Limits of Liability;
2. we will reimburse the **insured** for **personal injury**, arising out of **professional services.**

All other terms and conditions of the policy remain unchanged.

| | |
|---|---|
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## Prior Acts Coverage (Sunrise Clause)

In addition to those **professional incidents** normally covered by the terms and conditions of this policy, coverage will also be afforded by the **claims** arising out of **professional incidents** that occurred prior to the **policy period**, if:

a. immediately prior to the inception of this policy, the **insured** purchased claims-made professional liability insurance which covered those **professional incidents** normally covered by the terms and conditions of this policy;
b. the **professional incident** occurred on or after the **retroactive date**;
c. the **insured** can no longer report the **claim** to a prior Insurance Carrier within the prior Insurance Carrier's reporting requirements or Extended Reporting Period;
d. the **claim** would otherwise be covered by the terms and conditions of this policy; and
e. the **claim** had not been reported to the **insured** or to any of the **insured's** Insurance Carriers prior to the inception date of this policy.

The Limit of Liability for **claims** covered under this endorsement is subject to the following:

a. The total limit of the Company's liability is the lesser of the per **claim** / per occurrence limit of liability that was in place at the time of the **professional incident** or the limit of liability listed on this Policy Declarations Page (per **claim** and in the aggregate);
b. The limit of the Company's liability for all **claims** covered by this endorsement shall not exceed the aggregate amount stated on this Policy Declarations Page; and
c. The limit of the Company's liability hereunder shall be part of, and not in addition to the limit stated on this Policy Declarations Page.

It is also agreed that all **professional incidents** insured by this endorsement shall be considered and deemed to have happened during this **policy period**.

As used in this exclusion, **retroactive date** means the date the **insured** first purchased professional liability coverage on a claims-made basis, which had been kept in force without interruption from its original inception date until the inception date of this policy.

All other terms and conditions of the policy remain unchanged.

**This endorsement changes the policy.**
**Please read it carefully.**

## Punitive Damages Endorsement

In consideration of an additional premium of N/A, it is hereby understood and agreed that the policy is amended as follows:

**SECTION II. DEFINITIONS, G.1.** is deleted in its entirety and replaced by the following:

1. Punitive or exemplary damages or any damages which are a multiple of compensatory damages, however this restriction does not apply to **claims** first brought and continuously maintained against the **insured** in Canada, and where such damages are insurable by applicable Canadian law.

Any coverage provided by this endorsement is subject to a maximum limit of $1,000,000 per claim and $2,000,000 per **policy period**, which is the most the Insurer will pay for that portion of **damages** awarded as punitive, exemplary or multiple damages. A $Nil deductible applies to any payments under this coverage and any payment made under this coverage will erode the Limits of Liability.

All other terms and conditions of the policy remain unchanged.

| | |
|---|---|
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# Berkley Insurance Company

**This endorsement changes the policy.**
**Please read it carefully.**

## Sanction Limitation and Exclusion Clause

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any **claim** or provide any benefit hereunder to the extent that the provision of such cover, payment of such **claim** or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Canada, the European Union, United Kingdom or United States of America.

All other terms and conditions of the Policy remain unchanged.

| | |
|---|---|
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**This endorsement changes the policy.**
**Please read it carefully.**

## Spam Exclusion Endorsement

**SECTION VI – EXCLUSIONS,** is amended by the addition of the following:

Any **claim** arising from or allegedly arising from unsolicited dissemination of any communication to multiple actual or prospective customers of the **insured** or any third party, including, but not limited to, actions brought under the Telecommunications Act or any federal, provincial, or state anti-spam statutes or similar law or regulation relating to a person's or entity's right of seclusion or protection of privacy.

All other terms and conditions of the Policy remain unchanged.

| | |
|---|---|
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| Date Issued: | March 10, 2025 |

**This endorsement changes the policy.**
**Please read it carefully.**

## Subpoenaed to Appear Extension

In consideration of an additional premium of N/A, it is hereby understood and agreed that we will reimburse the **Named Insured** for all costs incurred in obtaining legal representation or advice when an **insured**:

1. Has been subpoenaed to appear before a legally constituted tribunal in Canada; or
2. Has been subpoenaed to appear before a review committee formed by virtue of any provincial health legislation or before any court called upon to adjudicate an infraction envisioned under such legislation; or
3. Has been subpoenaed to appear as a witness in an incident relating to his / her profession.

Coverage provided by this extension shall be subject to the following conditions:

1. The coverage provided by this extension is subject to a maximum limit of $10,000 per proceeding / $10,000 aggregate per **policy period**, which is the most the Insurer will reimburse the **Named Insured** for any costs as defined above.
2. A Nil deductible applies to this extension, however payments under this extension are part of and will erode the Limits of Liability.

All other terms and conditions of the policy remain unchanged.

# Berkley Insurance Company

**This endorsement changes the policy.**
**Please read it carefully.**

## Therapy and Counseling Extension

In consideration of an additional premium of N/A, it is hereby understood and agreed that we will pay the cost of therapy and counseling services which are provided to a sexually abused patient when an **insured** has been found to be at fault under civil, criminal or regulatory college proceedings.

Coverage provided by this extension shall be subject to the following conditions:

1. The coverage provided by this extension is subject to a maximum limit of $50,000 per Insured and $50,000 Annual Aggregate per **policy period**, which is the most the Insurer will pay for any costs as defined above.
2. A Nil deductible applies to this extension; however payments under this extension are part of and will erode the Limits of Liability.

All other terms and conditions of the policy remain unchanged.

| | |
|---|---|
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| Date Issued: | March 10, 2025 |

**This endorsement changes the policy.**
**Please read it carefully.**

## Additional Exclusion – Unapproved Products

**SECTION V. EXCLUSIONS** is amended by the addition of the following:

Any **claim** based upon, arising out of, related to, caused by, contributed to by, or in any way connected with any goods or products used, distributed, handled, manufactured, sold or disposed of by the **insured**:

a. before such goods or products have been approved for such use, distribution, handling, manufacture, sale or disposal; or
b. after such goods or products have been declared unsafe;

by the appropriate governmental authority having jurisdiction over such use, distribution, handling, manufacturing, sale or disposal.

This exclusion only applies to such use, distribution, handling, manufacture, sale or disposal in the country where such goods or products have not yet been approved or have been declared unsafe.

All other terms and conditions of the policy remain unchanged.

| | |
|---|---|
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