

An Insurance Proposal

Prepared For:

*Mangum City Hospital Authority
1 Wickersham Street
Mangum, OK 73554-9117*

OHA Insurance Agency, Inc.
4000 Lincoln Blvd.
Oklahoma City, Oklahoma 73105



QUOTATION

NOTICE:

Actual terms, conditions and pricing provided by a subsequent quote may differ from that provided herein as the result of additional information provided to us. Coverage is not bound by this quote and may be made effective only by an authorized agent of the Issuing Company. Please review this quote carefully and advise us if you have any questions.

Issued By:	Underwriter: Maegan Plante	Quotation Date: March 1, 2022
	Phone:	
	Email: Maegan.Plante@medpro.com	

Issued To:	Producer: OHA Insurance Agency Inc
	Address: 4000 N Lincoln Blvd
	Oklahoma City, OK 73105-5207

PREMIUM SUMMARY

Total Premium:	Primary Total Policy Premium	\$ 66,076
	Total Premium	\$66,076
Commission:	Primary Policy:	
Payment Terms:	Payment must be received by Medical Protective within 28 days from date of billing invoice or the offer of coverage is subject to withdrawal. Payment Schedule – Primary Policy: Full Pay If a patient compensation fund surcharge is included in the amount quoted, payment for such surcharge will be due in full with the initial premium payment.	

HEALTHCARE LIABILITY COVERAGE TERMS

ISSUING COMPANY: The Medical Protective Company
Fort Wayne, Indiana

QUOTE NUMBER: H003788

EXPIRING POLICY NUMBER: H003788

FIRST NAMED INSURED: Mangum City Hospital Authority
ADDRESS: 1 Wickersham St
Mangum, OK 73554-9117

☐ Administrative First Named Insured

POLICY PERIOD: From 04/21/2022 to 04/21/2023 both days at 12:01 a.m. at the address of the First Named Insured stated herein.

COVERAGE PARTS SELECTED:

(Please refer to the applicable Schedule of Named Insureds for detailed Retroactive Dates, Limits of Liability, Retentions, etc.)

Professional Liability: Claims-Made and Reported

General Liability: Occurrence

Employee Benefits Liability: Claims-Made and Reported

Cyber Liability and Breach Response: Claims-Made and Reported

RETROACTIVE DATE:

Professional Liability: 10/01/2004

General Liability: n/a

Employee Benefits Liability: 10/01/2004

Cyber Liability and Breach Response: 04/21/2018

All days at 12:01 a.m. at the address of the First Named Insured stated herein.

LIMITS OF LIABILITY:

Professional Liability:

Per Event Limit \$1,000,000

Aggregate Limit \$3,000,000

Claims Expenses Defense Outside Limits

General Liability:

Per Event Limit \$1,000,000

General Aggregate Limit \$3,000,000

Products Completed Operations Hazard Aggregate Limit \$3,000,000

Personal and Advertising Injury Limit \$1,000,000 Each Person

Damage to Premises Rented to an Insured \$ 50,000 Any One Premises

Medical Expense Limit \$ 5,000 Each Person

Claims Expenses Defense Outside Limits

Employee Benefits Liability:

Employee Benefits Liability Per Event Limit \$1,000,000

Employee Benefits Liability Aggregate Limit \$3,000,000

Claims Expenses Defense Outside Limits

Cyber Liability and Breach Response:

Coverage A - Multimedia Liability \$ 100,000 each claim/aggregate

Coverage B - Security and Privacy Liability	\$ 100,000 each claim/aggregate
Coverage C - Privacy Regulatory Defense and Penalties	\$ 100,000 each claim/aggregate
Coverage D - Privacy Breach Response Costs, Customer Notification Expenses, and Customer Support and Credit Monitoring Expenses	\$ 100,000 each claim/aggregate
Coverage E - Network Asset Protection	\$ 100,000 each claim/aggregate
Coverage F - Cyber Extortion	\$ 100,000 each claim/aggregate
Coverage G - Cyber Terrorism	\$ 100,000 each claim/aggregate
Coverage H - Regulatory Proceeding	\$ 100,000 each claim/aggregate
Coverage I - Evacuation Expense Reimbursement	\$ 100,000 each claim/aggregate
Coverage J - Disinfection Expense Reimbursement	\$ 100,000 each claim/aggregate
Coverage K - Public Relations Expense Reimbursement	\$ 100,000 each claim/aggregate
Coverage L - E-Discovery Claim Expenses and E-Discovery Regulatory Investigation Expenses	\$ 100,000 each claim/aggregate
Coverage M - Data Protection Reputational Harm	\$ 100,000 each claim/aggregate
Aggregate Limit	\$ 100,000
Claims Expenses	Defense Within Limits

RETENTION:

Professional Liability:

\$Nil Per Event / \$Nil Aggregate

General Liability:

\$Nil Per Event / \$Nil Aggregate

Employee Benefits Liability:

\$1,000 Per Event / \$Nil Aggregate
Deductible - Loss Only

Cyber Liability and Breach Response:

\$Nil Each Claim Self-Insured Retention
8 hours' Time Retention (Coverages E.2. and G)
180 consecutive days Period of Indemnity (Coverage M)

PREMIUM:

Policy Premium

\$65,876

Terrorism Premium (TRIA)

\$ 200

Total Premium

\$66,076

FORMS & ENDORSEMENTS: Refer to attached Schedule of Forms and Endorsements

ADDITIONAL TERMS AND CONDITIONS

Expiration Date of Quotation:	This quote is valid until the requested Policy Effective Date.
Subjectivities:	This quote is provided in reliance upon the representations made prior to the Quotation Date, is contingent upon the underwriting of a completed application and is also subject to the following: <ul style="list-style-type: none">• N/A
Significant Coverage Provisions:	In addition to the standard policy conditions and terms, the following significant coverage provisions or endorsements will be added to the policy: <ul style="list-style-type: none">• N/A
Additional Notes:	<ul style="list-style-type: none">• For a \$5,000 per occurrence deductible eroded by indemnity and expense premium is \$61,533.



Issuing Company:
The Medical Protective Company
Fort Wayne, Indiana

**THIS NOTICE IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE
DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS NOTICE DOES
NOT GRANT ANY COVERAGE OR CHANGE THE POLICY.**

Forming Part of Policy No.:	H003788 (Primary Policy)
Issued to:	Mangum City Hospital Authority
Policy Period:	From 04/21/2022 to 04/21/2023 at 12:01 a.m. at the address of the First Named Insured stated herein.

**DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
SCHEDULE***

Terrorism Premium Quoted – Primary Policy (for Certified Acts)	\$ 200
Terrorism Premium Quoted – Excess Policy (for Certified Acts)	\$ N/A
<u>The portion of premium that is attributable to coverage for certified acts of terrorism is shown in the Schedule of this endorsement if such coverage is purchased, and does not include any charges for the portion of losses covered by the United States Government under the Act.</u>	
Additional information, if any, concerning the terrorism premium: Coverage for acts of terrorism is included in your policy unless you sign and return this document indicating that you are declining coverage for certified acts of terrorism.	
* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.	

You are hereby notified that under the Terrorism Risk Insurance Act, as amended and reauthorized, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS SET FORTH ABOVE AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

By receipt of this Disclosure, you have been notified that under the Terrorism Risk Insurance Act, as extended on December 22, 2005, amended on December 31, 2007 and January 12, 2015, and reauthorized on December 20, 2019, any losses resulting from certified acts of terrorism under this policy coverage may be partially reimbursed by the United States Government, and may be subject to a \$100 billion cap that may reduce the coverage provided. By receipt of this Disclosure, you have been notified of the portion of the premium attributable to such coverage.

ELECTION TO PURCHASE TERRORISM COVERAGE:

IF YOU ELECT TO PURCHASE THE TERRORISM COVERAGE DESCRIBED IN THIS DISCLOSURE NOTICE, YOU NEED DO NOTHING FURTHER. COVERAGE FOR ACTS OF TERRORISM WILL BE AUTOMATICALLY ADDED TO YOUR POLICY FOR THE PREMIUM SET FORTH ABOVE.

DECLINATION OF TERRORISM COVERAGE:

IN ORDER TO DECLINE TO PURCHASE COVERAGE, I UNDERSTAND THAT I MUST SIGN BELOW AND RETURN THIS DISCLOSURE FORM TO MY AUTHORIZED REPRESENTATIVE OR INSURANCE COMPANY. I FURTHER UNDERSTAND THAT IF I FAIL TO SIGN THIS DISCLOSURE FORM AND RETURN IT, I HAVE ELECTED TO PURCHASE TERRORISM COVERAGE AND THE PREMIUM AMOUNT(S) SET FORTH ABOVE WILL BE ADDED TO MY POLICY PREMIUM, AND COVERAGE FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WILL BE ADDED TO MY POLICY.

Policyholder / Applicant's Signature – Declination of Terrorism Coverage Only

Print Name

Date



Issuing Company:
The Medical Protective Company
Fort Wayne, Indiana

Forming Part of Policy No.: H003788

Issued to: Mangum City Hospital Authority

Policy Period: From 04/21/2022 to 04/21/2023 at 12:01 a.m. at the address of the First Named Insured stated herein.

SCHEDULE OF FORMS AND ENDORSEMENTS

Forms and Endorsements attached to this Policy:

FORM NAME	FORM NUMBER	ENDORSEMENT NUMBER
Healthcare Liability Policy Declarations	0001-PXX-OK-0618	
Schedule of Forms and Endorsements	0002-PXX-00-1215	
Schedule of Named Insureds - Professional Liability	0006-PPX-00-1215	
Schedule of Named Insureds - General Liability	0007-PGX-00-0717	
Schedule of Named Insureds - Cyber Liability and Breach Response	0008-PCX-00-1215	
Schedule of Trade, Fictitious and/or Business Names	0009-PXX-00-1215	
Healthcare Liability Policy Common Policy Provisions and Conditions	0010-PXX-00-1215	
Healthcare Liability Policy - Professional Liability Coverage Part	0011-PPH-00-1215	
Healthcare Liability Policy - General Liability Coverage Part	0012-PGH-00-1215	
Healthcare Liability Policy - Cyber Liability and Breach Response Coverage Part	0013-PCX-00-1215	
Manuscript Endorsement	1102-PXX-00-1215	
Schedule of Additional Insureds - Management Company Endorsement	1124-PXX-00-1215	
Disciplinary, Licensing and Credentialing Actions Endorsement (Professional Liability)	1303-PPX-00-1215	
Employee Benefits Liability Endorsement (General Liability) (Claims-Made and Reported Coverage)	1504-PGX-00-1215	
Blanket Waiver of Subrogation Endorsement (General Liability)	1512-PGX-00-1215	
Blanket Additional Insured - Premises and Equipment Lessors Endorsement (General Liability)	1514-PGX-00-1215	
Blanket Hired and Non-Owned Auto Liability Limited Coverage Endorsement (General Liability)	1517-PGX-00-1215	
Cap on Losses from Certified Acts of Terrorism Endorsement (General Liability)	1536-PGX-00-0520	
Healthcare Liability Policy Oklahoma Amendatory Endorsement	1802-PXX-OK-1215	



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Fort Wayne, Indiana

Forming Part of Policy No.: H003788

Issued to: Mangum City Hospital Authority

Policy Period: From 04/21/2022 to 04/21/2023 at 12:01 a.m. at the address of the First Named Insured stated herein.

SCHEDULE OF NAMED INSUREDS – PROFESSIONAL LIABILITY

Only with respect to coverage provided under the Professional Liability Coverage Part, and in consideration of the premium due, and in reliance upon the representations of all **insureds**, the **company** and the **insureds** agree the organizations and persons listed below are designated as **named insureds** and the Retroactive Dates, Limits of Liability and Retentions shown on the Declarations are amended as follows, but only with respect to the designated **named insureds**.

SCHEDULE OF NAMED INSURED						
NAMED INSURED	ID NUMBER	RETRO-ACTIVE DATE	TERMIN-ATION DATE	LIMITS OF LIABILITY (PER EVENT LIMIT/ AGGREGATE LIMIT)	RETENTION (PER EVENT/ AGGREGATE)	PREMIUM
Mangum City Hospital Authority	221619	10/01/2004		\$1,000,000 / \$3,000,000	\$Nil / \$Nil	\$55,493

Physicians:

Byron Carpenter MD	1361770	05/01/2020	11/01/2020	FNI	\$Nil / \$Nil	Included
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* Indicates any applicable surcharges, taxes or fees.

As used in this Schedule, "FNI" means the **first named insured**.

All other terms and conditions of the policy remain unchanged.



Issuing Company:
The Medical Protective Company
Fort Wayne, Indiana

Forming Part of Policy No.: H003788

Issued to: Mangum City Hospital Authority

Policy Period: From 04/21/2022 to 04/21/2023 at 12:01 a.m. at the address of the First Named Insured stated herein.

SCHEDULE OF NAMED INSUREDS – GENERAL LIABILITY

Only with respect to coverage provided under the General Liability Coverage Part, and in consideration of the premium due, and in reliance upon the representations of all **insureds**, the **company** and the **insureds** agree the organizations and persons listed below are designated as **named insureds** and the Retroactive Dates, Limits of Liability and Retentions shown on the Declarations are amended as follows, but only with respect to the designated **named insureds**.

LIMITS OF LIABILITY:

Per Event Limit \$1,000,000
General Aggregate Limit \$3,000,000
Products Completed Operations Hazard Aggregate Limit \$3,000,000
Personal and Advertising Injury Limit \$1,000,000 Each Person
Damage to Premises Rented to an Insured \$ 50,000 Any One Premises
Medical Expense Limit \$ 5,000 Each Person
Claims Expenses Defense Outside Limits
RETENTION:
\$ NIL Per Event / \$ NIL Aggregate

SCHEDULE OF NAMED INSUREDS

NAMED INSURED	ID NUMBER	RETRO-ACTIVE DATE	TERMIN-ATION DATE	PREMIUM
Mangum City Hospital Authority	221619	n/a		\$10,383

* Indicates any applicable surcharges, taxes or fees.

All other terms and conditions of the policy remain unchanged.



Issuing Company:
The Medical Protective Company
Fort Wayne, Indiana

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Issued to: Mangum City Hospital Authority

Policy Period: From 04/21/2022 to 04/21/2023 at 12:01 a.m. at the address of the First Named Insured stated herein.

SCHEDULE OF NAMED INSUREDS – CYBER LIABILITY AND BREACH RESPONSE

Only with respect to coverage provided under the Cyber Liability and Breach Response Coverage Part, and in consideration of the premium due, and in reliance upon the representations of all **insureds**, the **company** and the **insureds** agree the organizations and persons listed below are designated as **named insureds** and the Retroactive Dates, Limits of Liability and Retentions shown on the Declarations are amended as follows, but only with respect to the designated **named insureds**.

LIMITS OF LIABILITY:

Coverage A - Multimedia Liability	\$100,000 each claim/aggregate
Coverage B - Security and Privacy Liability	\$100,000 each claim/aggregate
Coverage C - Privacy Regulatory Defense and Penalties	\$100,000 each claim/aggregate
Coverage D - Privacy Breach Response Costs, Customer Notification Expenses, and Customer Support and Credit Monitoring Expenses	\$100,000 each claim/aggregate
Coverage E - Network Asset Protection	\$100,000 each claim/aggregate
Coverage F - Cyber Extortion	\$100,000 each claim/aggregate
Coverage G - Cyber Terrorism	\$100,000 each claim/aggregate
Coverage H - Regulatory Proceeding	\$100,000 each claim/aggregate
Coverage I - Evacuation Expense Reimbursement	\$100,000 each claim/aggregate
Coverage J - Disinfection Expense Reimbursement	\$100,000 each claim/aggregate
Coverage K - Public Relations Expense Reimbursement	\$100,000 each claim/aggregate
Coverage L - E-Discovery Claim Expenses and E-Discovery Regulatory Investigation Expenses	\$100,000 each claim/aggregate
Coverage M - Data Protection Reputational Harm	\$100,000 each claim/aggregate
Annual Aggregate Limit	\$100,000
Claims Expenses	Defense Within Limits

RETENTION:

- \$Nil Each Claim Self-Insured Retention
- 8 hours Time Retention (Coverages E.2. and G)
- 180 consecutive days Period of Indemnity (Coverage M)

SCHEDULE OF NAMED INSURED

NAMED INSURED	ID NUMBER	RETRO- ACTIVE DATE	TERMIN- ATION DATE	PREMIUM
Mangum City Hospital Authority	221619	04/21/2018		Included

* Indicates any applicable surcharges, taxes or fees.

All other terms and conditions of the policy remain unchanged.

Draft



Issuing Company:
The Medical Protective Company
Fort Wayne, Indiana

Forming Part of Policy No.: H003788

Issued to: Mangum City Hospital Authority

Policy Period: From 04/21/2022 to 04/21/2023 at 12:01 a.m. at the address of the First Named Insured stated herein.

HEALTHCARE LIABILITY POLICY
SCHEDULE OF TRADE, FICTITIOUS AND/OR BUSINESS NAMES

In consideration of the payment of the premium due, and in reliance upon the representations of all **insureds**, the **company** and the **insureds** agree that any trade, fictitious, and/or business name listed in the Schedule of Trade, Fictitious and/or Business Names below and any other trade, fictitious and/or business name by which any **named insured** operates or trades as are by reference included in the coverage afforded to the associated **named insured**. Any such trade, fictitious and/or business name shares the Limits of Liability and any other terms and conditions applicable to the associated **named insured**, regardless of the number of **named insured(s)** scheduled below or on the policy.

SCHEDULE OF TRADE, FICTITIOUS AND/OR BUSINESS NAMES		
NAMED INSURED	ID NUMBER	TRADE, FICTITIOUS OR BUSINESS (D/B/A) NAME
Mangum City Hospital Authority	221619	Mangum Family Clinic
Mangum City Hospital Authority	221619	Mangum Regional Medical Center

All other terms and conditions of the policy remain unchanged.



Issuing Company:
The Medical Protective Company
Fort Wayne, Indiana

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement No.:

Forming Part of Policy No.: H003788

Issued to: Mangum City Hospital Authority

Effective Date of Endorsement: 04/21/2022 at 12:01 a.m. at the address of the First Named Insured stated herein.

**HEALTHCARE LIABILITY POLICY
SCHEDULE OF ADDITIONAL INSUREDS – MANAGEMENT COMPANY ENDORSEMENT**

Only with respect to coverage provided under this endorsement and only under the Coverage Part(s) listed in the Schedule of Additional Insureds – Management Company below, and in consideration of the payment of the additional premium due, if any, and in reliance upon the representations of all **insureds**, the **company** and the **insureds** agree to amend the policy as follows:

The definition of **additional insured** in the Definitions section of the Common Policy Provisions and Conditions is deleted and replaced with the following:

Additional insured means a **management company** named in a **claim** or **potential claim** that arises from a **health care event, event, offense or accident** resulting from the management of a **named insured** or **location** listed in a Schedule of Additional Insureds – Management Company.

The following definition is added to the Definitions section of the Common Policy Provisions and Conditions:

Management company means any person or organization listed in a Schedule of Additional Insureds – Management Company who has a signed management company agreement with a **named insured** that is in effect at the time of the **health care event, event, offense or accident**.

The following subparagraph is added to the Insuring Clause(s) of the Coverage Part(s) listed in the Schedule of Additional Insureds – Management Company below:

The **company's** duty to defend and pay **losses** or **claims expense** on behalf of any **insured** shall extend to any **additional insured** meeting the terms and conditions of this policy, but only with respect to liability arising out of the management of a **named insured** or **location** listed in a Schedule of Additional Insureds – Management Company.

However, the coverage provided to an **additional insured** shall not be broader than that which an **insured** is required by written contract or agreement to provide to that **additional insured**.

The following provision is added to the Limits of Liability section of the Coverage Part(s) listed in the Schedule of Additional Insureds – Management Company below:

ADDITIONAL INSUREDS

With respect to any **claim** arising from the acts and omissions of a **management company**, the **management company** shares the Limits of Liability of the applicable Coverage Part with the corresponding Named Insured/Location listed in a Schedule of Additional Insureds – Management Company, and with any **insured** who is acting within the

scope of their duties for the corresponding Named Insured/Location.

SCHEDULE OF ADDITIONAL INSUREDS – MANAGEMENT COMPANY		
MANAGEMENT COMPANY	NAMED INSURED/LOCATION	COVERAGE PART
Cohesive Healthcare Management & Consulting, LLC	Mangum City Hospital Authority	Professional Liability & General Liability

All other terms and conditions of the policy remain unchanged.

Draft



Issuing Company:
The Medical Protective Company
Fort Wayne, Indiana

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement No.:

Forming Part of Policy No.: H003788

Issued to: Mangum City Hospital Authority

Effective Date of Endorsement: 04/21/2022 at 12:01 a.m. at the address of the First Named Insured stated herein.

**HEALTHCARE LIABILITY POLICY
DISCIPLINARY, LICENSING AND CREDENTIALING ACTIONS ENDORSEMENT
(PROFESSIONAL LIABILITY)**

In consideration of the payment of the additional premium due, if any, and in reliance upon the representations of all **insureds**, the **company** and the **insureds** agree to amend the policy as follows:

The following provision is added to the Insuring Clause section of the Professional Liability Coverage Part:
DISCIPLINARY, LICENSING, AND CREDENTIALING ACTIONS

The **company's** duty to defend a **claim** includes the defense of any disciplinary, licensing, or credentialing action brought against an **insured** by (1) a state board of medical examiners or state dental board responsible for investigating and disciplining licensees, (2) a hospital or facility professional review board or committee through formally adopted, written procedures, or (3) the United States Drug Enforcement Administration, subject to the following additional conditions:

- A. If the policy provides coverage to an **insured** on a Claims-Made and Reported basis:
 1. the action must arise from the **insured's** rendering of, or failure to render, **professional services**, after the **retroactive date**, but before the end of the **policy period**, and for which there is no other insurance available;
 2. the action must be first initiated against the **insured** during the **policy period**.
 - B. If the policy provides coverage to an **insured** on an Occurrence basis, the action must arise from the **insured's** rendering of, or failure to render, **professional services** during the **policy period**, and for which there is no other insurance available.
 - C. The payment of **claims expense** for such actions will be in addition to the applicable Limit of Liability. However, the **company** will not pay more than \$25,000 in **claims expense** on behalf of an **insured** for any single action. Furthermore, the **company** will not pay more than \$100,000 for **claims expense** on behalf of all **insureds** for all such actions covered under the policy.
 - D. The **company** has no duty to pay any fines, penalties, or other costs assessed against an **insured** as a result of any such action.
- However, payments for **claims** under this Insuring Clause shall not be subject to any Deductible or Self-Insured Retention.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement No.:	
Forming Part of Policy No.:	H003788
Issued to:	Mangum City Hospital Authority
Effective Date of Endorsement:	04/21/2022 at 12:01 a.m. at the address of the First Named Insured stated herein.

**HEALTHCARE LIABILITY POLICY
EMPLOYEE BENEFITS LIABILITY ENDORSEMENT
(GENERAL LIABILITY)
(CLAIMS-MADE AND REPORTED COVERAGE)**

NOTICE:

This endorsement contains claims-made and reported coverage. Please read this endorsement carefully.

In consideration of the payment of the additional premium due, if any, and in reliance upon the representations of all **insureds**, the **company** and the **insureds** agree to amend the policy as follows:

The following provision is added to the Insuring Clauses section of the General Liability Coverage Part:

EMPLOYEE BENEFITS LIABILITY

1. Claims-Made and Reported

If "Claims-Made and Reported" is shown on the Declarations with respect to this Coverage Part, the following provisions apply:

a. The **company** will pay on behalf of any **insured** all **loss** and **claims expense**, subject to any applicable Deductible or Self-Insured Retention, and up to the Limits of Liability shown on the Declarations with respect to this Insuring Clause, arising from an **event** related to the **administration** of **employee benefits** that took place on or after the applicable retroactive date shown on the Declarations. Moreover, to be covered under this policy, the **loss** or **claims expense** must arise from:

(1) a **claim** that was first made against, and received by, an **insured** during the **policy period**, and reported to the **company**, in writing, during the **policy period** or within any applicable **extended reporting period**; or

(2) a **potential claim** that was first known about or discovered by an **insured** during the **policy period**, and reported to the **company**, in writing, during the **policy period** or within the automatic limited **extended reporting period**.

b. All **claims** and **potential claims** for damages arising out of, or in connection with, the same **event** will be deemed to have been first made on the date that the first of those **claims** is made against any **insured**, or the date the first of such **potential claims** is discovered by an **authorized insured**, whichever date is earlier. Only the policy in effect when the first such **claim** is made and reported to the **company**, or the first such **potential claim** is discovered and reported to the **company**, whichever is earlier, will apply to all related **claims** and **potential claims**, no matter when those related **claims** are made or reported, or **potential claims** are discovered and reported. If, prior to the effective date of this policy, the first such **claim** is made, or the first such **potential claim** is discovered, this policy will not apply to that **claim** or

potential claim, nor to any related claim or potential claim made during this policy period or any extended reporting period.

Only with respect to coverage provided under this endorsement, the following definitions are added to the Definitions section of the Common Policy Provisions and Conditions:

Administration means:

1. providing information to **employees**, including their dependents and beneficiaries, with respect to eligibility for or scope of an **employee benefits** program;
2. handling records in connection with an **employee benefits** program; or
3. effecting, continuing, or terminating any **employee's** participation in any **employee benefits** program.

Administration does not include handling payroll deductions.

Employee benefits means any group benefits administered on behalf of a **named insured's employees**, including:

1. group insurance plans or programs, such as life, health, accident, dental, or legal advice;
2. Individual retirement accounts, salary reduction plans under I.R.S. Code 401(k), or any amendment thereto, savings plans, or employee stock subscription plans;
3. travel or vacation plans; or
4. workers' compensation, occupational disease, unemployment, Social Security, or disability benefits insurance.

Only with respect to coverage provided under this endorsement, the **EMPLOYEE BENEFITS LIABILITY** exclusion is deleted from the Exclusions section of the Common Policy Provisions and Conditions.

The following provisions are added to the Exclusions section of the General Liability Coverage Part:

EXCLUSIONS APPLICABLE TO THE EMPLOYEE BENEFITS LIABILITY INSURING CLAUSE

The coverage provided under the Employee Benefits Liability Insuring Clause does not apply to:

1. **BODILY INJURY, PROPERTY DAMAGE AND PERSONAL AND ADVERTISING INJURY**

Any **claim** arising from, or in connection with, **bodily injury, property damage, or personal and advertising injury**.

2. **CLAIM FOR BENEFITS WHERE FUNDS AVAILABLE WITH REASONABLE COOPERATION**

Any **claim** for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the **insured**, from the applicable funds accrued or other collectible insurance.

3. **COLLECTIVE BARGAINING**

Any **claim** arising from, or in connection with, the breach of any collective bargaining agreement.

4. **ERISA**

Any **claim** arising from, or in connection with, an **insured's** duty as a sponsor of an employee benefit plan under the Employee Retirement Income Security Act of 1974 (ERISA), or any amendment or regulation that applies thereto. However, this exclusion is limited to:

- a. an **insured's** failure or inability to fund the plan in accordance with the plan document or any applicable law or regulation; and
- b. liability for the payment of benefits owed to a participant or beneficiary of the plan that have been paid or may lawfully be paid from the plan's funds or those of other employee programs.

5. FAILURE TO PERFORM UNDER A CONTRACT
Damages arising out of the failure of an insurer to perform under a contract.
6. HEALTH CARE EVENT
Any **claim** arising from, or in connection with, any **health care event**.
7. PERFORMANCE OF INVESTMENTS AND ADVICE GIVEN REGARDING EMPLOYEE BENEFITS
Any **claim** arising from, or in connection with:
 - a. errors in providing information on past performance of investment vehicles; or
 - b. advice given to any person with respect to that person's decision to participate or not to participate in any **employee benefits** plan.
8. UNPAID OBLIGATIONS UNDER EMPLOYEE BENEFIT PLAN
Any **claim** arising from, or in connection with, damages arising out of an insufficiency of funds to meet any obligations under any plan included as an **employee benefit**.

The following provisions are added to the Limits of Liability Section of the General Liability Coverage Part:

EMPLOYEE BENEFITS LIABILITY PER EVENT LIMIT

The Employee Benefits Liability Per Event Limit shown on the Declarations is the most the **company** will pay for **loss** and **claims expense**, if shown on the Declarations as "Defense Within Limits," under the Employee Benefits Liability Insuring Clause because of **bodily injury** arising out of any one **event**.

EMPLOYEE BENEFITS LIABILITY AGGREGATE LIMIT

The Employee Benefits Liability Aggregate Limit shown on the Declarations is the most the **company** will pay for **loss** and **claims expense**, if shown on the Declarations as "Defense Within Limits," because of **bodily injury** included in the Employee Benefits Liability Insuring Clause.

Only with respect to the Employee Benefits Liability Insuring Clause, the Settlement condition in the Conditions section of the Common Policy Provisions and Conditions is deleted and replaced by the following:

SETTLEMENT

The **company** may settle any **claim**, **potential claim**, or other matter brought against an **insured** as the **company** deems expedient. However, the **company** shall first provide written notice to the **first named insured**.

All other terms and conditions of the policy remain unchanged.



Issuing Company:
The Medical Protective Company
Fort Wayne, Indiana

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement No.:

Forming Part of Policy No.: H003788

Issued to: Mangum City Hospital Authority

Effective Date of Endorsement: 04/21/2022 at 12:01 a.m. at the address of the First Named Insured stated herein.

**HEALTHCARE LIABILITY POLICY
BLANKET WAIVER OF SUBROGATION ENDORSEMENT
(GENERAL LIABILITY)**

In consideration of the payment of the additional premium due, if any, and in reliance upon the representations of all **insureds**, the **company** and the **insureds** agree to amend the policy as follows:

Only with respect to coverage provided under the General Liability Coverage Part, the following condition is added to the Conditions section of the Common Policy Provisions and Conditions:

WAIVER OF SUBROGATION

The **company** shall waive any right of recovery the **company** may have against a person or organization to the extent that the **insured** has agreed in writing prior to the date of loss to waive the **insured's** rights of recovery against that person or organization.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement No.:

Forming Part of Policy No.: H003788

Issued to: Mangum City Hospital Authority

Effective Date of Endorsement: 04/21/2022 at 12:01 a.m. at the address of the First Named Insured stated herein.

**HEALTHCARE LIABILITY POLICY
BLANKET ADDITIONAL INSURED – PREMISES AND EQUIPMENT LESSORS ENDORSEMENT
(GENERAL LIABILITY)**

Only with respect to coverage provided under this endorsement and under the General Liability Coverage Part, and in consideration of the payment of the additional premium due, if any, and in reliance upon the representations of all **insureds**, the **company** and the **insureds** agree to amend the policy as follows:

The definition of **additional insured** in the Definitions section of the Common Policy Provisions and Conditions is deleted and replaced with the following:

Additional insured means a **premises lessor or equipment lessor** named in a **claim or potential claim** that arises from an **event**, offense or accident that results from the acts or omissions of an **insured** in the maintenance, operation or use of premises or equipment leased to a **named insured** that took place during the term of the lease for those premises or equipment. However, such **premises lessor or equipment lessor** is not an **additional insured** with respect to **losses** arising from, or in connection with, any acts or omissions alleged to have been committed by that **premises lessor or equipment lessor**.

The following definition is added to the Definitions section of the Common Policy Provisions and Conditions:

Premises lessor or equipment lessor means any person or organization who provides premises and/or equipment to an organization that is a **named insured** pursuant to a written lease agreement during the **policy period**.

The following subparagraph is added to all Insuring Clauses of the General Liability Coverage Part:

The **company's** duty to defend and pay **losses or claims expense** on behalf of any **insured** shall extend to any **additional insured** meeting the terms and conditions of this policy, but only with respect to any **loss or claims expense** payable as the result of the **additional insured's** vicarious liability for the acts or omissions of an **insured** otherwise covered under this Coverage Part.

However, the coverage provided to an **additional insured** shall not be broader than that which an **insured** is required by written contract or agreement to provide to that **additional insured**. Additionally, coverage shall not apply to structural alterations, new construction or demolition operations performed by or on behalf of an **additional insured**.

The following provision is added to the Limits of Liability section of the General Liability Coverage Part:

ADDITIONAL INSUREDS

All **additional insureds** share the Limits of Liability applicable to any **claim** with any **insured** for which the **additional insured** is alleged to be vicariously liable with respect to that same **claim**.

All other terms and conditions of the policy remain unchanged.



Issuing Company:
The Medical Protective Company
Fort Wayne, Indiana

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement No.:

Forming Part of Policy No.: H003788

Issued to: Mangum City Hospital Authority

Effective Date of Endorsement: 04/21/2022 at 12:01 a.m. at the address of the First Named Insured stated herein.

**HEALTHCARE LIABILITY POLICY
BLANKET HIRED AND NON-OWNED AUTO LIABILITY LIMITED COVERAGE ENDORSEMENT
(GENERAL LIABILITY)**

In consideration of the payment of the additional premium due, if any, and in reliance upon the representations of all **insureds**, the **company** and the **insureds** agree to amend the policy as follows:

Only with respect to coverage provided under this endorsement, the following provisions are added to the Bodily Injury and Property Damage Liability Insuring Clause of the General Liability Coverage Part:

The **company** will pay on behalf of an **insured** all **loss** and **claims expense**, subject to any applicable Deductible or Self-Insured Retention, and up to the Limits of Liability shown on the Declarations with respect to this Insuring Clause, arising from an **event** resulting in **bodily injury** or **property damage** that, notwithstanding any provision to the contrary in this Insuring Clause, occurred during the **policy period**, and resulting from:

1. the maintenance or use by any **insured** of a **hired auto** in the course of the **insured's** business; or
2. the use of a **non-owned auto** by a person or entity other than an **insured** arising from the **insured's** operations.

Only with respect to coverage provided under this endorsement, the Aircraft, Auto or Watercraft, Liquor Liability and Mobile Equipment exclusions in the Exclusions section of the General Liability Coverage Part are deleted.

Only with respect to coverage provided under this endorsement, the following exclusion applies:

Bodily injury to an **employee** of an **insured** arising out of and in the course of:

1. employment by an **insured**; and
 2. where an **insured** is liable either as an employer or in any other capacity, or if there is an obligation to fully or partially reimburse a third person for damages arising out of **bodily injury** to an **employee** of the **insured** if the **bodily injury** occurs in the course of employment by the **insured**.
- This exclusion does not apply to:
1. liability assumed by an **insured** under **insured contract**; or
 2. **bodily injury** arising out of and in the course of domestic employment unless benefits for such injury are in whole or in part either payable or required to be provided under any workers' compensation benefits.

Only with respect to coverage provided under this endorsement, the Damage to Property exclusion in the Exclusions section of the General Liability Coverage Part is deleted and replaced with the following:

DAMAGE TO PROPERTY

Property damage to:

1. property owned or being transported by, or rented leased, or loaned to any **insured**.
2. property in the care, custody, or control of any **insured**.

Only with respect to coverage provided under this endorsement, the following persons and organizations are added to the definition of **insureds** in the Definition section of the Common Policy Provisions and Conditions:

1. any person using a **hired auto** with an **insured's** permission;
2. with respect to a **non-owned auto**, any partner or executive officer of an **insured**, but only while such **non-owned auto** is being used on behalf of the **insured**; and
3. any other person or organization, but only with respect to their liability because of acts or omissions of an **insured** otherwise covered under the Bodily Injury and Property Damage Insuring Clause, or the acts of **insured** as defined under subparagraphs 1 and 2 above.

Only with respect to coverage provided under this endorsement, the following persons and organizations are not **insureds**, notwithstanding any provision to the contrary in the Definition section of the Common Policy Provisions and Conditions:

1. any person engaged in the business of his or her employer with respect to **bodily injury** to any co-employee of such person injured in the course of employment, or consequential injury to any relative of such co-employee, or for any obligation to reimburse a third party as the result of the **bodily injury** to the co-employee;
2. any partner, executive officer or manager (if the **insured** is a limited liability company) with respect to any **auto** owned by such partner or officer or a member of his or her household;
3. any person while employed in or otherwise engaged in performing duties related to the conduct of an **auto business** other than an **auto business** operated by the **insured**;
4. the owner or lessee (of whom the **insured** is a sublessee) of a **hired auto** or the owner of a **non-owned auto** or any agent of **employee** of any such owner or lessee; or
5. any person or organization with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not an **insured**.

Only with respect to coverage provided under this endorsement, the following definitions apply:

Auto business means the business or occupation of selling, repairing, servicing, storing or parking **autos**.

Hired auto means any **auto** an **insured** leases, hires, rents or borrows on a temporary, occasional or infrequent basis. It does not include any **auto** the **insured** leases, hires, rents or borrows from:

1. any of the **insured's employees** or members of their households; or
2. partners, executive officers or managers (if the **insured** is a limited liability company) or members of their households.

Non-owned auto means any **auto** the **insured** does not own, lease, hire or borrow which is used in connection with the **insured's** operations. However, if the **insured** is a partnership, a **non-owned auto** does not include any **auto** owned by any partner.

Tort liability means liability that would have been imposed by law in the absence of any contract or agreement.

All other terms and conditions of the policy remain unchanged.



Issuing Company:
The Medical Protective Company
Fort Wayne, Indiana

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement No.:

Forming Part of Policy No.: H003788

Issued to: Mangum City Hospital Authority

Effective Date of Endorsement: 04/21/2022 at 12:01 a.m. at the address of the First Named Insured stated herein.

**HEALTHCARE LIABILITY POLICY
CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM ENDORSEMENT
(GENERAL LIABILITY)**

In consideration of the payment of the additional premium due, if any, and in reliance upon the representations of all **insureds**, the **company** and the **insureds** agree to amend the policy as follows:

The following provision is added to the Limits of Liability section of the General Liability Coverage Part:

CERTIFIED ACTS OF TERRORISM

If losses covered by insurance that are attributable to **certified acts of terrorism** in a calendar year exceed \$100 billion in the aggregate, and the **company** has met its deductible amount under the **TRIA Act** for that calendar year, the **company** shall not be liable for the payment of ~~any~~ portion of the amount of such losses that exceeds \$100 billion. In such case, the losses are subject to pro rata allocation in accordance with the procedures established by the Secretary of the Treasury.

Only with respect to coverage provided under the General Liability Coverage Part, the following definitions are added to the Definitions section of the Common Policy Provisions and Conditions:

Certified act of terrorism means an act that is certified by the Secretary of the Treasury in accordance with the provisions of the **TRIA Act**, to be an act of terrorism pursuant to the **TRIA Act**. The **TRIA Act** sets forth the following criteria for a **certified act of terrorism**:

1. The act resulted in losses covered by insurance in excess of \$5,000,000 in the aggregate, attributable to all types of insurance subject to the **TRIA Act**;
 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. The act must have resulted in damage within the United States including its territories and possessions and Puerto Rico, or outside the United States in cases of an air carrier or vessel meeting the definitions of such as provided in the **TRIA Act**, or the premises of a United States mission; and
 3. No act of terrorism shall be certified if the act is committed as a part of the course of a war declared by Congress.
- TRIA Act** means the federal Terrorism Risk Insurance Act of 2002, as extended on December 22, 2005, and amended on December 31, 2007 and January 12, 2015, and reauthorized on December 20, 2019.

All other terms and conditions of the policy remain unchanged.



Issuing Company:
The Medical Protective Company
Fort Wayne, Indiana

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement No.:

Forming Part of Policy No.: H003788

Issued to: Mangum City Hospital Authority

Effective Date of Endorsement: 04/21/2022 at 12:01 a.m. at the address of the First Named Insured stated herein.

**HEALTHCARE LIABILITY POLICY
OKLAHOMA AMENDATORY ENDORSEMENT**

In consideration of the payment of the additional premium due, if any, and in reliance upon the representations of all **insureds**, the **company** and the **insureds** agree to amend the policy as follows:

The Economic Sanctions Exclusion in the Exclusions section of the Common Policy Provisions and Conditions is deleted and replaced with the following:

ECONOMIC SANCTIONS EXCLUSION

Whenever coverage provided by this policy would be in violation of any U.S. economic trade sanctions such as, but not limited to, those sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control, such coverage shall be null and voidable. Similarly, any coverage relating to or referred to in any certificates or other evidences of insurance or any **claim** or **potential claim** that would be in violation of U.S. economic or trade sanctions as described above shall also be null and voidable.

The Fraudulent Claims Exclusion in the Exclusions section of the Common Policy Provisions and Conditions is deleted and replaced with the following:

FRAUDULENT CLAIMS

Any **claim** or **potential claim** made by an **insured** who knows that the **claim** or **potential claim** is false or fraudulent, as regards to amount or otherwise; additionally, this policy shall become voidable and all **claims** and **potential claims** hereunder shall be forfeited.

The Cancellation, Nonrenewal and/or Termination of Coverage condition in the Conditions section of the Common Policy Provisions and Conditions is deleted and replaced with the following:

CANCELLATION, NONRENEWAL AND/OR TERMINATION OF COVERAGE

1. This policy may be canceled by the **first named insured**. The **first named insured** shall provide written notice to the **company** requesting cancellation. The cancellation shall be effective on the date requested by the **first named insured** or the date the notice is received by the **company**, whichever is later.
2. Any coverage contained within this policy may be terminated by the **first named insured**. The **first named insured** shall provide written notice to the **company** requesting the coverage termination. The termination shall be effective on the date requested by the **first named insured** or the date the notice is received by the **company**, whichever is later.
3. If the **first named insured** cancels this policy, or terminates any coverage contained therein, earned premium shall be computed in accordance with the standard short rate tables and procedure. If the **company** cancels this policy, or terminates any coverage contained therein, earned premium shall be computed pro rata. Premium

adjustments shall be made within a reasonable period of time after cancellation. However, payment or tender of unearned premium shall not be a condition of cancellation.

4. This policy, or any coverage contained therein, may also be canceled or terminated by the **company**. The **company** will provide written notice to the **first named insured** at the last address on record with the **company** not less than 10 days prior to the effective date of such cancellation if the reason for cancellation is nonpayment of premium. If the cancellation is for any reason other than nonpayment of premium, the **company** will provide written notice to the **first named insured** at the last address on record with the **company** not less than 45 days prior to the effective date of such cancellation.

5. If the policy is in place for less than 45 business days and is not a renewal policy, the **company** may cancel the policy for any reason. If the policy is in place for 45 business days or longer, or is a renewal policy, the **company** may only cancel the policy for one or more of the following reasons:

- a. nonpayment of premium;
 - b. discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any **claims** or **potential claims** submitted thereunder;
 - c. discovery of willful or reckless acts or omissions by an **insured** which increases any hazard insured against;
 - d. the occurrence of a change in the risk which substantially increases any hazard insured against after the coverage has been issued or renewed;
 - e. a violation of any federal, state or local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;
 - f. a determination by the Oklahoma Commissioner of Insurance that the continuation of the policy would place the **company** in violation of the state's insurance laws;
 - g. an **insured's** conviction of a crime having as one of its necessary elements an act increasing any hazard insured against; or
 - h. **loss** or substantial changes in the **company's** reinsurance.
6. This policy may be nonrenewed by the **company** by providing written notice of the nonrenewal to the **first named insured** at the last known address not less than 45 days prior to the expiration date provided in the policy. If the notice is provided less than 45 days before the end of the **policy period**, the **policy period** shall be extended until 45 days after the notice was provided. Earned premium for such an extension of coverage shall be calculated pro rata based upon the rate applicable at the beginning of the **policy period**. However, no notice is required if:
 - a. the **company** has offered to renew the policy;
 - b. the **insured** obtained replacement coverage;
 - c. the **insured** has agreed in writing to obtain replacement coverage; or
 - d. the **insured** has agreed in writing to obtain replacement coverage.

7. The **company** will provide notice to the **first named insured** at least 45 days prior to the end of the **policy period** if the **company** intends to condition renewal upon:

- a. an increase in premium;
- b. a change in the deductible;
- c. a reduction in the limits of insurance; or
- d. a reduction in the coverage offered.

If the notice required under this subparagraph is provided less than 45 days prior to the end of the **policy period**, the policy shall remain in effect without change until 45 days after the notice is given, or the effective date of any replacement coverage obtained by the **insured**, whichever occurs first. If the **insured** elects not to renew, earned premium for any extension of the **policy period** shall be calculated pro rata based upon the rate applicable at the beginning of the **policy period**. If the **insured** accepts the change(s), the change(s) shall become effective at the beginning of the new **policy period**. However, no advance notice shall be required for changes:

- a. in a rate or plan filed with or approved by the Insurance Commissioner, or filed pursuant to the Property and Casualty Competitive Loss Cost Rating Act and applicable to an entire class of business;
 - b. based upon the altered nature of the extent of the risk insured; or
 - c. in policy forms filed with or approved by the Oklahoma Insurance Commissioner and applicable to an entire class of business.
8. If the **company** cancels or nonrenews an **insured's** policy, the **insured's** coverage under that policy shall terminate on the earlier of:
- a. the date stated on the cancellation or nonrenewal notice; or
 - b. the date the **insured** procures replacement coverage.

The Fraud Warning condition in the Conditions section of the Common Policy Provisions and Conditions is deleted and replaced with the following:

OKLAHOMA FRAUD WARNING

WARNING: Any person who knowingly, and with an intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

The Representations condition in the Conditions section of the Common Policy Provisions and Conditions is deleted and replaced with the following:

REPRESENTATIONS

1. By acceptance of this policy, each **insured** agrees and represents that the statements and particulars made in all applications, including any **statements and particulars made in any and all documents, supplemental pages or other attachments for the purposes of any application**, are true and correct. It is further understood and agreed that any application and attachments are incorporated into, and shall form a part of, this policy. Therefore, this policy and any endorsements hereto, and all applications and attachments, embody all agreements between the **company** and any of its authorized representatives, and all **insureds** relating to this insurance.
2. In the event any application was executed or endorsed by an **insured's** insurance producer, the **insured** acknowledges that the insurance producer has acted under the **insured's** express authority and that the **insured** has thoroughly reviewed the information contained on any application.
3. The representations made by an **insured** in the applications and attachments are the basis for the coverage provided, as well as the **company's** calculation of the applicable premium. Therefore, it is understood and agreed that, to the extent permitted by law, the **company** reserves all rights, including the right to rescind this policy, or deny any coverage provided for a **claim or potential claim**, based upon any material misrepresentation made by any **insured**. As used in this condition, "material misrepresentation" means concealment, misrepresentation, omission or fraud which, if known by the **company**, would have led to refusal by the **company** to make this contract or provide coverage, or to make this contract or provide coverage on different terms or conditions.
4. No knowledge or information possessed by any **insured** shall be imputed to any other **insured**, except for material facts or information known to the person or persons who signed the application. In the event of any material misrepresentation in connection with any of the particulars or statements in the application, this policy shall be voidable with respect to any **insured** who knew of such material misrepresentation or to whom such knowledge is imputed.

The following condition is added to the Conditions section of the Common Policy Provisions and Conditions:

ADDRESS OF COMPANY

The **company** is located at 5814 Reed Road, Fort Wayne, Indiana, 46835.

The following provision is added to the Optional Extended Reporting Period provision of the Extended Reporting Period condition of the Conditions section of the Common Policy Provisions and Conditions:

The **company** has no duty to make an offer for an **extended reporting period** if the policy is cancelled for material misrepresentation, fraud or nonpayment of premium.

All other terms and conditions of the policy remain unchanged.

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