

**THIS IS A CLAIMS MADE COVERAGE WITH DEFENSE EXPENSES INCLUDED IN THE LIMIT OF LIABILITY.
PLEASE READ ALL TERMS CAREFULLY.**

I. INSURING AGREEMENTS

The Company shall pay on behalf of:

- A. the **Insured Persons Loss** for **Wrongful Acts**, except for **Loss** which the **Insured Organization** pays to or on behalf of the **Insured Persons** as indemnification;
- B. the **Insured Organization Loss** for **Wrongful Acts** which the **Insured Organization** pays to or on behalf of the **Insured Persons** as indemnification; and
- C. the **Insured Organization Loss** for **Wrongful Acts**;

resulting from any **Claim** first made during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period.

The Company shall pay on behalf of the **Insureds Loss** for any **Antitrust Claim** first made during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period, subject to the amount set forth in ITEM 5 of the Declarations, as the Antitrust Claim Limit of Liability. The Company's maximum limit of liability for **Loss**, including **Defense Expenses**, for all **Antitrust Claims** shall be the amount set forth in ITEM 5 of the Declarations as the Antitrust Claim Limit of Liability, which shall be part of, and not in addition to, the **Liability Coverage Limit of Liability** for this **Liability Coverage**.

If ITEM 5 of the Declarations indicates that any of the following apply:

- a) EMTALA Coverage for violation of the Emergency Medical Treatment and Active Labor Act ("EMTALA") or any similar state or local statutes;
- b) Excess Benefit Transaction Tax Coverage for **Excess Benefit Transaction Tax** involving any **Insured Organization** that is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended;
- c) HIPAA Violation Coverage for any **HIPAA Violation**; or
- d) Internal Revenue Code Violation Coverage for any **Internal Revenue Code Violation**,

the Company shall pay on behalf of the **Insureds** taxes, fines, penalties and sanctions for each applicable Coverage described in a) through d) above, for which the **Insured** is legally obligated to pay as a result of a **Claim** first made during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period, subject to the amount set forth in ITEM 5 of the Declarations as the respective applicable Coverage Limit of Liability for each such Coverage described in a) through d) above. The Company's maximum limit of liability for all taxes, fines, penalties and sanctions for each Coverage described in a) through d) above shall be the amount set forth in ITEM 5 of the Declarations as the respective applicable Coverage Limit of Liability, which shall be part of, and not in addition to, the **Liability Coverage Limit of Liability** for this **Liability Coverage**.

II. DEFINITIONS

Wherever appearing in this **Liability Coverage**, the following words and phrases appearing in bold type shall have the meanings set forth in this Section II. DEFINITIONS:

A. **Antitrust Claim** means any **Claim** based upon, alleging, arising out of, or in any way relating to, directly or indirectly, any actual or alleged violation of any law, rule or regulation relating to antitrust, the prohibition of monopolies, activities in restraint of trade, unfair methods of competition or deceptive acts or practices in trade or commerce, including any actual or alleged violation of the Sherman Act, the Clayton Act, the Robinson-Patman Act, the Federal Trade Commission Act, the Hart-Scott Rodino Antitrust Improvements Act or any rule or regulation promulgated thereunder.

B. **Claim** means:

1. a written demand for monetary or non-monetary relief;
2. a civil proceeding commenced by service of a complaint or similar pleading;
3. a criminal proceeding commenced by a filing of charges;
4. a formal administrative or regulatory proceeding, commenced by a filing of charges, formal investigative order, service of summons or similar document;
5. an arbitration, mediation or similar alternative dispute resolution proceeding if the **Insured** is obligated to participate in such proceeding or if the **Insured** agrees to participate in such proceeding, with the Company's written consent, such consent not to be unreasonably withheld; or
6. a written request to toll or waive a statute of limitations relating to a potential civil or administrative proceeding;

against an **Insured** for a **Wrongful Act**, provided that **Claim** does not include any labor or grievance arbitration or other proceeding pursuant to a collective bargaining agreement, or any proceeding against an individual member of the **Health Care Staff** brought by or before any **Governmental Entity**, which is related to the medical license of such individual staff member.

A **Claim** shall be deemed to be made on the earliest date such written notice is received by an **Executive Officer**.

C. **Credentialing** means the process of reviewing a **Health Care Staff** member's or prospective member's credentials, training, demonstrated practical experience, license verification, malpractice history or insurance, in order to determine such member or prospective member's qualification for the granting or renewal of **Health Care Staff** membership or privileges.

D. **Disqualified Person** means a "disqualified person" as that term is defined in Section 4958 of the Internal Revenue Code of 1986, as amended.

E. **Employee** means a natural person whose labor or service is engaged by and directed by the **Insured Organization** and:

1. who is on the payroll of the **Insured Organization**, including:
 - a. any in-house general counsel of the **Insured Organization**; and
 - b. any other full-time, part-time, temporary and seasonal workers;
2. who is a volunteer; or
3. whose services have been leased by the **Insured Organization**.

Independent Contractors are not **Employees**. The status of an individual as an **Employee** shall be determined as of the date of the alleged **Wrongful Act**.

F. **Excess Benefit Transaction** means an "excess benefit transaction" as that term is defined in Section 4958 of the Internal Revenue Code of 1986, as amended.

- G. **Excess Benefit Transaction Tax** means any excise tax imposed by the Internal Revenue Service on an **Insured Person** who is an **Organizational Manager** as a result of such **Insured Person's** participation in an **Excess Benefit Transaction**.
- H. **Executive Officer** means the chairperson, chief executive officer, president, chief financial officer, in-house general counsel, chief compliance officer, executive director, **LLC Manager**, human resources manager, or an individual acting in the capacity of a human resources manager, or managing director of the **Insured Organization** or a functional equivalent thereof.
- I. **Governmental Entity** means the United States of America or any federal, state or local governmental, regulatory or administrative agency or entity.
- J. **Health Care Services** means health care or treatment, including medical, surgical, psychiatric, dental, ophthalmologic, optometric, podiatric, holistic, nursing, chiropractic, diagnostic imaging, or other professional health care or treatment of any natural person; counseling or other social services in connection with such health care or treatment; furnishing or dispensing of medications, drugs, blood, blood products, tissue, or medical, surgical, psychiatric, dental, ophthalmologic, optometric, podiatric, or chiropractic equipment, supplies or appliances; or the handling of, or the performance of, post-mortem procedures on, human bodies including autopsies and the harvesting of organs.
- K. **Health Care Staff** means physicians including resident physicians, medical directors, nurses, and other professional health care practitioners providing **Health Care Services** on behalf of the **Insured Organization**.
- L. **HIPAA Violation** means any actual or alleged error, misstatement, misleading statement, act, omission, neglect, or breach of duty by an **Insured** in violation of Title II of the Health Insurance Portability and Accountability Act of 1996, amendments to such law, or regulations promulgated under such law concerning privacy of health information.
- M. **Independent Contractor** means any natural person independent contractor, who performs labor or service for the **Insured Organization** pursuant to a written contract or agreement, where such labor or service is under the exclusive direction of the **Insured Organization**. The status of an individual as an **Independent Contractor** shall be determined as of the date of the alleged **Wrongful Act**.
- N. **Insured** means the **Insured Persons** and the **Insured Organization**.
- O. **Insured Organization** means the **Named Insured** and any **Subsidiary**.
- P. **Insured Person** means:
1. any natural person who was, is or becomes a duly elected or appointed member of the board of directors, officer, **LLC Manager**, member of the board of trustees, member of the board of regents, member of the board of governors, or a functional equivalent thereof, **Executive Officer**, **Employee**, or member of a duly constituted committee of the **Insured Organization**;
 2. any employee of an independent management organization acting as an officer or as the administrator of the **Insured Organization** pursuant to a written contractual agreement with the **Insured Organization** and solely while performing his or her duties in such capacity as specified by such contract; or
 3. any **Independent Contractor**, but only while acting in his or her capacity as such, and only if the **Insured Organization** actually indemnifies such **Independent Contractor** for liability arising out of any **Claim**.

In the event of the death, incapacity or bankruptcy of an **Insured Person**, any **Claim** against the estate, heirs, legal representatives or assigns of such **Insured Person** for a **Wrongful Act** of such **Insured Person** will be deemed to be a **Claim** against such **Insured Person**.

- Q. **Internal Revenue Code Violation** means any actual or alleged violation of any of the following sections of the Internal Revenue Code of 1986, as amended, involving any **Insured Organization** that is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended:
- Section 4911 (Taxes on Excess Expenditures to Influence Legislation);
 - Section 4941 (a) and (b) (Taxes on Self-Dealing);
 - Section 4942 (Taxes on Failure to Distribute Income);
 - Section 4943 (Taxes on Excess Business Holdings);
 - Section 4944 (Taxes on Investments which Jeopardize Charitable Purpose);
 - Section 4945 (Taxes on Taxable Expenditures);
 - Section 6652 (c) (1) (A)(B) (Penalties for Failure to File Certain Information Returns or Registration Statements);
 - Section 6655 (a)(1) (Penalties for Failure to Pay Estimated Income Taxes); or
 - Section 6656(a) and (b) (Penalties for Failure to Make Deposit of Taxes).
- R. **Loss** means **Defense Expenses** and money which an **Insured** is legally obligated to pay as a result of a **Claim**, including: settlements; judgments; compensatory damages; punitive or exemplary damages if insurable under the applicable law most favorable to the insurability of punitive or exemplary damages; prejudgment and postjudgment interest; and legal fees and expenses awarded pursuant to a court order or judgment. **Loss** does not include:
1. civil or criminal fines; penalties or sanctions; the multiplied portion of any multiplied damage award; liquidated damages; or damages, penalties or types of relief deemed uninsurable under applicable law; provided that this subpart 1. shall not apply to any EMTALA Coverage, Excess Benefit Transaction Tax Coverage, HIPAA Violation Coverage or Internal Revenue Code Violation Coverage identified as applicable in ITEM 5 of the Declarations;
 2. any tax assessed for failure to correct an **Excess Benefit Transaction** assessed against any **Disqualified Person** or any other tax; provided that this subpart 2. shall not apply to any Excess Benefit Transaction Tax Coverage or Internal Revenue Code Violation Coverage identified as applicable in ITEM 5 of the Declarations; or
 3. any amount allocated to non-covered loss pursuant to Section III. CONDITIONS P. ALLOCATION of the Liability Coverage Terms and Conditions.
- S. **Organization Manager** means an "organization manager" as that term is defined in Section 4958 of the Internal Revenue Code of 1986, as amended.
- T. **Outside Entity** means a corporation or organization:
1. other than the **Insured Organization**, which is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended; or
 2. specifically scheduled as an **Outside Entity** by endorsement to this **Liability Policy**.
- U. **Outside Position** means service by an **Insured Person** as a member of the board of directors, officer, member of the board of trustees, member of the board of managers, member of the board of regents, member of the board of governors or a functional equivalent thereof, with an **Outside Entity**, but only during such time that such service is with the knowledge, consent, and at the specific request of the **Insured Organization**.
- V. **Peer Review** means **Credentialing** through:
1. formally adopted written procedures, or
 2. any duly authorized review of quality and cost of **Health Care Services**,
- of members of the **Health Care Staff** by a professional review board or designated committee of the **Insured Organization**.

W. **Regulatory Action Wrongful Act** means:

1. any actual or alleged act, error, omission, misstatement, misleading statement or breach of duty or neglect by any **Insured** in performing or failing to perform any billing (including calculation of payments under any managed care plan), procedure coding, or any submission of any claim, data or report with respect to Medicare or Medicaid under the Social Security Act, as amended, or any similar federal, state or local program; or
2. any offer, acceptance, payment or credit by an **Insured**:
 - a. in exchange for any patient or other business referral(s) in violation of any federal, state or local law; or
 - b. in violation of any anti-kickback, self-referral or health care fraud and abuse law, or any similar or related federal, state or local law or regulation.

X. **Subsidiary** means:

1. any corporation, partnership or any limited liability company organized under the laws of any state, in which, on or prior to the Inception Date set forth in ITEM 2 of the Declarations, the **Named Insured** owns, directly or through one or more **Subsidiaries**, more than fifty percent (50%) of the outstanding securities or voting rights representing the right to vote for the election of, or to appoint such entity's board of directors, board of trustees, board of managers, or a functional equivalent thereof, or in cases where no such securities have been issued, the ability to control or direct such entity's managerial decisions;
2. any corporation, partnership or limited liability company operated as a joint venture, and which is scheduled by endorsement to this **Liability Policy**, in which, on or prior to the Inception Date set forth in ITEM 2 of the Declarations, the **Named Insured** owns, directly or through one or more **Subsidiaries**, exactly fifty percent (50%) of the issued and outstanding voting stock and which, pursuant to a written agreement with the owner(s) of the remaining issued and outstanding voting stock of such entity, the **Named Insured** solely controls the management and operation of such entity; or
3. subject to the provisions set forth in Section III. CONDITIONS L. ACQUISITIONS of the Liability Coverage Terms and Conditions, any entity that the **Insured Organization** forms or acquires during the **Policy Period** in which the **Named Insured** owns, directly or through one or more **Subsidiaries** more than fifty percent (50%) of the outstanding securities or voting rights representing the right to vote for the election of, or to appoint such entity's board of directors, board of trustees, board of managers or a functional equivalent thereof, or to exercise a majority control of the board of directors, board of trustees, board of managers or a functional equivalent thereof.

Y. **Wrongful Act** means:

1. any actual or alleged act, error, omission, misstatement, misleading statement or breach of duty or neglect by, or any matter asserted against an **Insured Person** in his or her capacity as such;
2. any actual or alleged act, error, omission, misstatement, misleading statement or breach of duty or neglect by, or any matter asserted against an **Insured Person** in his or her **Outside Position**; or
3. any actual or alleged act, error, omission, misstatement, misleading statement or breach of duty or neglect by, or any matter asserted against the **Insured Organization**.

All **Related Wrongful Acts** are a single **Wrongful Act** for purposes of this **Liability Coverage**, and all **Related Wrongful Acts** shall be deemed to have occurred at the time the first of such **Related Wrongful Acts** occurred whether prior to or during the **Policy Period**.

III. EXCLUSIONS

- A. This **Liability Coverage** shall not apply to, and the Company shall have no duty to defend or to pay, advance or reimburse **Defense Expenses** for, any **Claim**:
1. for any actual or alleged damage to, or destruction of, loss of, or loss of use of, any tangible property including without limitation inadequate or insufficient protection from soil or ground water movement, soil subsidence, mold, toxic mold, spores, mildew, fungus, or wet or dry rot;
 2. based upon, alleging, arising out of, or in any way relating to, directly or indirectly any actual or alleged bodily injury, sickness, disease, death, loss of consortium, emotional distress, mental anguish, humiliation, loss of reputation, libel, slander, oral or written publication of defamatory or disparaging material, or invasion of privacy; provided that this exclusion shall not apply to a) allegations of emotional distress, mental anguish, humiliation, or loss of reputation if and only to the extent that such allegations are made by a current, former or prospective member of the **Health Care Staff** as part of a **Claim** relating to **Peer Review** or **Credentialing** activities, or b) invasion of privacy arising out of, or in any way relating to a **HIPAA Violation**;
 3. based upon, alleging, arising out of, or in any way relating to, directly or indirectly any actual or alleged nuclear reaction, nuclear radiation, radioactive contamination, or radioactive substance, or the hazardous properties of nuclear material, including infectious nuclear waste or nuclear medical waste;
 4. based upon, alleging, arising out of, or in any way relating to, directly or indirectly any **Pollution**; provided that this exclusion shall not apply to any **Claim** to which Insuring Agreement A. solely applies;
 5. based upon, alleging, arising out of, or in any way relating to, directly or indirectly, any fact, circumstance, situation, transaction, event or **Wrongful Act** underlying or alleged in any prior or pending civil, criminal, administrative or regulatory proceeding against any **Insured** as of or prior to the applicable Prior and Pending Proceeding Date set forth in ITEM 5 of the Declarations for this **Liability Coverage**;
 6. for or arising out of facts, transactions or events which are or reasonably would be regarded as a **Wrongful Act**, about which any **Executive Officer** had knowledge prior to the applicable Continuity Date set forth in ITEM 5 of the Declarations for this **Liability Coverage**;
 7. based upon, alleging, arising out of, or in any way relating to, directly or indirectly, any fact, circumstance, situation, transaction, event or **Wrongful Act** which, before the Inception Date set forth in ITEM 2 of the Declarations, was the subject of any notice of claim or potential claim given by or on behalf of any **Insured** under any policy of insurance of which this **Liability Coverage** is a direct or indirect renewal or replacement;
 8. for any actual or alleged violation of responsibilities, duties or obligations under the Employee Retirement Income Security Act of 1974 ("ERISA"), including amendments thereto and regulations promulgated thereunder, or any similar or related federal, state or local law; or for an **Insured's** failure or refusal to establish, contribute to, pay for, insure, maintain, provide benefits pursuant to, or enroll or maintain the enrollment of an **Employee** or dependent in, any employee benefit plan, fund or program, including contracts or agreements which are not subject to the provisions of ERISA;
 9. for any actual or alleged violation of responsibilities, duties or obligations under any law concerning social security, unemployment insurance, workers' compensation, disability insurance, or any similar or related federal, state or local law or regulation, or for any actual or alleged violation of the Worker Adjustment and Retraining Notification Act (WARN), Occupational Safety and Health Act (OSHA), Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), the National Labor Relations Act (NLRA), Fair Labor Standards Act (FLSA) (except the Equal Pay Act), or amendments thereto or regulations promulgated thereunder, or any similar or related federal, state or local law or regulation;

10. by or on behalf of, or in the name or right of, any **Insured**; provided that this exclusion shall not apply to:
 - a. any **Claim** brought by a receiver, liquidator, bankruptcy trustee or similar official of the **Insured Organization**;
 - b. any **Claim** brought by any current, former or prospective member of the **Health Care Staff** with respect to **Peer Review** or **Credentialing** activities;
 - c. any **Claim** in the form of a crossclaim, third party claim or other claim for contribution or indemnity by an **Insured Person** and which is part of or results directly from a **Claim** which is not otherwise excluded by the terms of this **Liability Coverage**;
 - d. any **Claim** brought or maintained by a natural person who was a member of the board of directors, officer, member of the board of trustees, member of the board of managers, or a functional equivalent thereof, but who has not served in such capacity for at least four (4) years preceding the date the **Claim** is first made; and who brings and maintains the **Claim** without the solicitation, assistance or participation of any current member of the board of directors, officer, member of the board of trustees, board of managers, or functional equivalent thereof or anyone who has served in such capacity during the four (4) year period immediately preceding the date the **Claim** is first made; or
11. based upon, alleging, arising out of, or in any way relating to, directly or indirectly:
 - a. the offer, sale, solicitation or distribution of securities issued by the **Insured Organization**; or
 - b. the actual or alleged violation of any federal, state, local or provincial statute relating to securities, including but not limited to the Securities Act of 1933 and the Securities and Exchange Act of 1934, or any rules or regulations promulgated thereunder;provided that this exclusion will not apply to any tax exempt debt offering;
12. by or on behalf of, or in the name or right of, any **Outside Entity** against an **Insured Person** for a **Wrongful Act** in his or her **Outside Position** with respect to such **Outside Entity**;
13. based upon, alleging, arising out of, or in any way relating to, directly or indirectly, any **Wrongful Act** by a **Subsidiary** or any related **Insured Person** occurring at any time during which such entity was not a **Subsidiary**;
14. for any actual or alleged liability of others assumed by an **Insured** under any contract or agreement, whether oral or written, except to the extent that the **Insured** would have been liable in the absence of such contract or agreement;
15. based upon, alleging, arising out of, or in any way relating to, directly or indirectly any actual or alleged liability of any **Insured** under any express contract or agreement; provided that this exclusion shall not apply to liability which would have attached in the absence of such express contract or agreement, and that, for the purposes of this exclusion, an express contract or agreement is an actual agreement among the contracting parties, the terms of which are openly stated in distinct or explicit language, either orally or in writing, at the time of its making;
16. based upon, alleging, arising out of, or in any way relating to, directly or indirectly any employment related **Wrongful Act**;
17. based upon, alleging, arising out of, or in any way relating to, directly or indirectly any actual or alleged **Regulatory Action Wrongful Act**;
18. with respect to Insuring Agreement C. only, for any actual or alleged plagiarism, misappropriation, infringement or violation of copyright, patent, trademark, service mark, trade name, trade secret or any other intellectual property rights.

- B. The Company shall have no duty to pay **Loss**, other than **Defense Expenses** for any **Claim**:
1. based upon, alleging, arising out of, or in any way relating to, directly or indirectly, any **Insured**:
 - a. committing any intentionally dishonest or fraudulent act or omission;
 - b. committing any willful violation of any statute, rule or law; or
 - c. gaining in fact any profit, remuneration or advantage to which such **Insured** was not legally entitled

provided that this Exclusion B.1(a) and (b) shall not apply unless a judgment or other final adjudication establishes that such **Insured** committed such intentionally dishonest or fraudulent act or omission, or willful violation of any statute, rule or law; or
 2. seeking costs and expenses incurred or to be incurred to comply with an order, judgment or award of injunctive or other equitable relief of any kind, or that portion of a settlement encompassing injunctive or other equitable relief, including but not limited to actual or anticipated costs and expenses associated with or arising from an **Insured's** obligation to provide reasonable accommodation under, or otherwise comply with, the Americans With Disabilities Act or the Rehabilitation Act of 1973, including amendments thereto and regulations promulgated thereunder, or any similar or related federal, state or local law or regulation.

IV. SEVERABILITY OF EXCLUSIONS

No conduct of any **Insured Person** shall be imputed to any other **Insured Person** to determine the application of any of the Exclusions set forth in Section III. EXCLUSIONS above. Solely with respect to Exclusion B. 1. set forth above, only the conduct of or knowledge possessed by any **Executive Officer** shall be imputed to the **Insured Organization** to determine if coverage is available.

V. CONDITIONS

A. SETTLEMENT

The Company may, with the written consent of the **Insured**, make such settlement or compromise of any **Claim** as the Company deems expedient. In the event that the Company recommends an offer of settlement of any **Claim** which is acceptable to the claimant(s) (a "Settlement Offer"), and if the **Insured** shall refuse to consent to such Settlement Offer, the **Insured** shall be solely responsible for thirty percent (30%) of all **Defense Expenses** incurred or paid by the **Insured** after the date the **Insured** refused to consent to the Settlement Offer, and the **Insured** shall also be responsible for thirty percent (30%) of all **Loss**, other than **Defense Expenses**, in excess of the Settlement Offer, provided that the Company's liability under this **Liability Coverage** for such **Claim** shall not exceed the remaining applicable limit of liability.

B. COINSURANCE

Solely with regard to any **Loss** resulting from any **Antitrust Claim** other than under Insuring Agreement A, the **Insured** shall bear uninsured and at its own risk:

- a. the retention amount set forth in ITEM 5 of the Declarations as the Antitrust Claim Retention; and
- b. the percentage of **Loss** set forth in ITEM 5 of the Declarations as the Antitrust Claim Coinsurance Percentage that is excess of the applicable Antitrust Claim Retention.

C. PRESUMPTION OF INDEMNIFICATION

Regardless of whether **Loss** resulting from any **Claim** against **Insured Persons** is actually indemnified, Insuring Agreement B. and the Retention set forth in the Declarations shall apply to any **Loss** as to which indemnification by the **Insured Organization** or any **Outside Entity** is legally permissible, whether or not actual indemnification is made, unless such indemnification is not made by the **Insured Organization** or such **Outside Entity** solely by reason of its **Financial Insolvency**.

The certificate of incorporation, charter, articles of association or other organizational documents of the **Insured Organization** and each **Outside Entity**, including by-laws and resolutions, will be deemed to have been adopted or amended to provide indemnification to the **Insured Persons** to the fullest extent permitted by law.

D. OTHER INSURANCE AND INDEMNIFICATION

This **Liability Coverage** shall apply only as excess insurance over, and shall not contribute with: (1) any other valid and collectible insurance available to any **Insured**, including but not limited to any insurance under which there is a duty to defend, unless such insurance is written specifically excess of this **Liability Coverage** by reference in such other policy to the Policy Number of this **Liability Policy**; (2) any self-insurance or self-insurance program of the **Insured**, or any self-insured retention obligation assumed by the **Insured** under any valid insurance, including but not limited to any healthcare professional liability insurance, any comprehensive general liability insurance, or any comprehensive healthcare liability insurance; or (3) indemnification to which any **Insured Person** is entitled from any **Outside Entity**. This **Liability Coverage** will not be subject to the terms of any other insurance.

E. OUTSIDE POSITIONS – LIMIT OF LIABILITY

If any **Claim** against the **Insureds** gives rise to an obligation both under this **Liability Coverage** and under any other coverage or policy of insurance issued by the Company or any of its affiliates to any **Outside Entity**, the Company's maximum aggregate limit of liability under all such policies for all **Loss**, including **Defense Expenses**, for such **Claim** shall not exceed the largest single available limit of liability under any such coverage.

F. ORDER OF PAYMENTS

If **Loss** from any **Claim** exceeds the remaining applicable limit of liability as set forth in ITEM 5 of the Declarations:

1. the Company will first pay **Loss** for such **Claim** to which Insuring Agreement A. applies; then
2. to the extent that any amount of the applicable limit of liability shall remain available, the Company shall pay **Loss** for such **Claim** to which Insuring Agreements B. and C. apply.

Upon written request of the **Insured Organization** by and through any **Executive Officer**, the Company shall either pay or withhold payment of **Loss** from such **Claim** under Insuring Agreements B. and C., as applicable. In the event of a written request to withhold payment, the Company shall make any future payment only for **Loss** from any such **Claim** to which Insuring Agreement A. applies, unless otherwise so instructed upon written request by and through an **Executive Officer** of the **Insured Organization**.