

FLORIDA SURPLUS LINE INSURANCE INFORMATION

Insured's Name: Reliant Mission Inc; Great Commissions Ministries, Inc. Policy #: LHM750779

Policy Dates: From: 4/15/2015 To: 4/15/2016

Surplus Lines Agent's Name: _____

Surplus Lines Agent's Address: _____

Surplus Lines Agent's License # _____

Producing Agent's Name: AJG - Orlando

Producing Agent's Physical Address: 200 S Orange Ave Suite 1350 Orlando, FL 32801

“THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.”

“SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.”

Policy Premium: \$30,756.00
Inspection Fee:
Tax: \$1,537.80
EMPA Surcharge:

Policy Fee:
Service Fee: \$53.82
Citizens Assessment:
FHCF Assessment:

Surplus Lines Agent's Countersignature: _____

“THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE OR WIND LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.”

“THIS POLICY CONTAINS A CO-PAY PROVISION THAT MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.”



Professional Liability Insurance

Mail claims to:
945 E. Paces Ferry Rd.
Suite 1800
Atlanta, GA 30326-1160

CLAIM OFFICE:

Fax claims to:
(404) 231-3755
(Attn: Claims Department)

Email claims to:
reportclaims@rsui.com



**FLORIDA-PROFESSIONAL LIABILITY POLICY
DECLARATIONS
(Claims-Made and Reported Form)**

Landmark American Insurance Company

(An Oklahoma Stock Co.)
(hereinafter called "the Company")

EXECUTIVE OFFICES: 945 East Paces Ferry Road, Suite 1800, Atlanta, GA 30326-1160

Policy Number: LHM750779

RENEWAL: LHM744637 00

Named Insured and Mailing Address:

Producer Name:

RELIANT MISSION INC
11002 LAKE HART DRIVE
SUITE 100
ORLANDO, FL 32832-0101

Policy Period: From: 4/15/2015 **To:** 4/15/2016 **at 12:01 A.M. Standard Time at the Named Insured address as stated herein.**

IN CONSIDERATION OF THE PAYMENT OF THE PREMIUM, IN RELIANCE UPON THE STATEMENTS HEREIN OR ATTACHED HERETO, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, THE COMPANY AGREES WITH THE NAMED INSURED AS FOLLOWS:

- | | |
|--|--|
| 1. NAMED INSURED'S PROFESSIONAL SERVICES: | COUNSELING OF COLLEGE STUDENTS IN A CAMPUS MINISTRY ENVIRONMENT; PASTORAL COUNSELING IN A CHURCH/CAMPUS MINISTRY |
| 2. LIMITS OF LIABILITY: | \$ 1,000,000 Each Claim
\$ 3,000,000 Aggregate Limit |
| 3. DEDUCTIBLE: | \$ 5,000 Each Claim |
| 4. RETROACTIVE DATE: | 03/01/2007 |
| 5. PREMIUM: | \$ 30,756.00 Not Subject to Audit |

Dave Williams
550 W. Van Buren #500
Chicago, IL 60607
Lic# P034296

6. FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION:

See attached forms list.

THESE DECLARATIONS TOGETHER WITH A SIGNED COPY OF THE NAME INSURED'S APPLICATION FOR THIS POLICY, COVERAGE FORM(S), FORMS AND ENDORSEMENTS, ISSUED TO FORM PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

NOTICE: THIS IS A CLAIMS-MADE AND REPORTED POLICY. PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE AFFORDED BY THE POLICY WITH YOUR INSURANCE AGENT OR BROKER.

SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

April 27, 2015

Date

By: 

Authorized Representative

SubIdID#: 302648

BinderID#

Created By: TW

To Report a Loss

- Dial toll-free #1 (844)777-8323 or visit our
- Website: <https://my.rpsins.com/claimsfnol>
- Contact Insurer directly (see policy section)

SCHEDULE OF POLICY ATTACHMENTS AND FORMS

<u>Form Number</u>	<u>Form Title</u>
RSG 51024 0208	Medical Professional Liability Claims - Made Coverage Form - RSG 51024 0208
ENDT-01	Additional Exclusions Endorsement - RSG 56001 0903
ENDT-02	Biological Contaminants Exclusion - RSG 56010 0903
ENDT-03	Coverage Limitation Endorsement - RSG 56093 0405
ENDT-04	Florida Changes - Cancellation and Nonrenewal - Hospital, Med., Physicians, Surgeons, Dentists - RSG 53006 0108
ENDT-05	Florida Important Notice to Policyholders - RSG 99003 0803
ENDT-06	Florida Surplus Lines Disclosure Notice - RSG 99064 0106
ENDT-07	Minimum Retained Premium - RSG 54025 0405
ENDT-08	Named Insured Endorsement - RSG 54027 0809
ENDT-09	Nuclear Energy Liability Exclusion - RSG 56058 0903
ENDT-10	Prior and Pending Litigation Exclusion - RSG 56069 0104
ENDT-11	Retroactive Date Amendatory Endorsement - RSG 54013 0405
ENDT-12	Service Of Suit - RSG 94022 0407
ENDT-13	Sexual Abuse Sub-Limit Endorsement (Medical)
ENDT-14	State Fraud Statement - RSG 99022 0313
ENDT-15	TCPA Exclusion - RSG 56121 1211

MEDICAL PROFESSIONAL LIABILITY COVERAGE FORM

CLAIMS MADE BASIS

Throughout this document, the word “Insured” means any person or entity qualified as such under **Part I. E. Covered Persons and Entities**. The word “Company” refers to the Company providing the insurance shown on the Declarations.

Other words and phrases that appear in **bold** have special meaning. Refer to **Part III. Definitions**.

Part I. Insuring Agreements

A. Covered Services

The Company will pay on behalf of the Insured, as shown in the Declarations, all sums that the Insured becomes legally obligated to pay as **Damages** and associated **Claim Expenses** arising out of a negligent act, error or omission, even if such **Claim** is groundless, false or fraudulent, in the rendering of or failure to render professional services as described in the Declarations, provided that the:

1. **Claim** is first made against the Insured during the **Policy Period**, and reported to the Company no later than thirty (30) days after the end of the **Policy Period**;
2. Negligent act, error or omission took place in a covered territory;
3. Negligent act, error or omission took place after the **Retroactive Date** as shown in the Declarations.

B. Defense and Settlement

The Company will have the right and duty to defend any **Claim** against an Insured seeking **Damages** to which this policy applies, even if any of the allegations of the **Claim** are groundless, false or fraudulent. The Company’s right and duty to defend any **Claim** shall end when the Company’s Limit of Liability has been exhausted by payment of **Damages** and/or **Claim Expenses**, or has been tendered to the Insured or to a court of competent jurisdiction.

The Company shall not settle any **Claim** without the Insured’s written consent. If, however, the Insured refuses to consent to any settlement recommended by the Company and elects to contest the **Claim**, or continue any legal proceedings in connection with such **Claim**, then the Company’s maximum liability shall be limited to the amount for which the **Claim** could have settled, including the total amount of **Claims Expenses** incurred up to the date of the Insured’s refusal. Such amounts are subject to the provisions of section **C. Policy Limits**.

The Insured shall not admit any liability for or settle any **Claim** or incur any costs, charges or expenses without the written consent of the Company.

C. Policy Limits

Regardless of the number of persons or entities insured or included in **Part I. E. Covered Persons and Entities**, or the number of claimants or **Claims** made against the Insured:

1. The maximum liability of the Company for **Damages** and **Claim Expenses** resulting from each **Claim** first made against the Insured during the **Policy Period** and the Extended Reporting Period, if purchased, shall not exceed the amount shown in the Declarations as each **Claim**;
2. The maximum liability of the Company for all **Damages** and **Claim Expenses** as a result of all **Claims** first made against the Insured during the **Policy Period** and the Extended Reporting Period, if purchased, shall not exceed the amount shown in the Declarations as Aggregate.

The Company shall not be obligated to pay any **Claim** for **Damages** or defend any **Claim** after the applicable Limit of Liability has been exhausted by payment of judgments, settlements, **Claim Expenses** or any combination thereof. **Claim Expenses** are part of and not in addition to the applicable Limits of Liability. Payment of **Claim Expenses** by the Company reduces the applicable Limits of Liability.

The inclusion of more than one Insured, or the making of **Claims** by more than one person or organization, does not increase the Company's Limit of Liability. In the event two or more **Claims** arise out of a single negligent act, error or omission, or a series of related negligent acts, errors or omissions, all such **Claims** shall be treated as a single **Claim**. Whenever made, all such **Claims** shall be considered first made and reported to the Company during the **Policy Period** in which the earliest **Claim** arising out of such negligent act, error or omission was first made and reported to the Company, and all such **Claims** shall be subject to the same Limit of Liability.

D. Deductible Provisions

The deductible amount as shown in the Declarations shall be paid by the Insured and applies to each **Claim**, and includes **Damages** or **Claim Expenses**, whether or not a loss payment is made. If the deductible amount is initially paid by the Company, the Named Insured shall reimburse the amount paid within thirty (30) days, upon written request of the Company.

E. Covered Persons and Entities

1. Named Insured as shown in the Declarations, and if the Named Insured is an individual, his or her spouse, but only with respect to the professional services rendered by or on behalf of the Named Insured;
2. Any present or former principal, partner, officer, director, employee or volunteer worker of the Named Insured, but only as respects professional services rendered on behalf of the Named Insured;
3. Heirs, Executors, Administrators, and in the event of an Insured's death, incapacity or bankruptcy, legal representatives of any Insured, but only with respect to professional services rendered prior to such Insured's death, incapacity or bankruptcy;
4. Any Medical Director while acting within the scope of his/her administrative duties for the Named Insured. It is further agreed that coverage does not apply to the Medical Director while acting within his/her capacity as Physician, Surgeon or Dentist in the treatment, or direction of the treatment, of any patient;
5. 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;
6. Any faculty member or educator of a training program, but only while acting within the scope of their duties as such.

F. Covered Territory

This policy applies to covered **Claims** arising out of negligent act(s), error(s) or omission(s) committed by the Insured anywhere in the world, provided that either the **Claim** or suit is first filed and maintained continuously in the United States of America, its territories or possessions, Puerto Rico or Canada.

G. Extended Reporting Period

If the policy is not renewed for any reason, or is cancelled for any reason other than for nonpayment of premium or deductible (whether cancelled by the Company or by the Named Insured), the Named Insured as shown on the Declarations, has the right to purchase, within thirty (30) days of policy termination, an extension of the coverage granted by this policy. This reporting period extension shall remain in force for a period of either twelve (12), twenty-four (24), or thirty-six (36) months after the policy terminates, but only for **Claims** resulting from negligent acts, errors or omissions committed before the effective date of the cancellation or nonrenewal, and otherwise covered by this policy. Increased premiums or deductibles or modifications of coverage terms or conditions upon renewal do not constitute cancellation or nonrenewal.

The premium for this Extended Reporting Period will not exceed one hundred percent (100%) for twelve months, one hundred fifty percent (150%) for twenty-four months, or one hundred seventy-five percent (175%) for thirty-six months of the full annual premium set forth in the Declarations and any attached endorsements, and must be elected and paid within thirty (30) days after the effective date of the policy's termination. Such additional premium is deemed fully earned immediately upon the inception of the Extended Reporting Period.

The Extended Reporting Period is added by endorsement and, once endorsed, cannot be cancelled. The Extended Reporting Period does not reinstate or increase the Limits of Liability. The Company's Limits of Liability during the Extended Reporting Period are part of, and not in addition to, the Company's Limits of Liability stated in the Declarations.

Part II. Exclusions

This policy does not apply to any **Claim** or **Claim Expenses** based upon or arising out of:

- A. Personal Injury or Advertising Liability.**
- B.** Obligations of any Insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.
- C. Bodily Injury** to any of the following:
 - 1. Officers, directors, partners, employees or volunteer workers of the Insured arising out of and in the course of employment by the insured;
 - 2. The spouse, child, parent, or sibling of **C. (1.)** above.
- D.** The insolvency or bankruptcy of an Insured or of any other person, firm or organization.
- E.** Dishonest, fraudulent, criminal or intentional acts, errors or omissions committed by or at the direction of the Insured.
- F.** Any business enterprise not named in the Declarations which is owned, controlled, operated or managed by any Insured.
- G.** A **Claim** by one Insured under this policy against another Insured under this policy.
- H.** Any obligation or liability assumed by the Insured under any contract or any oral or written agreement, unless liability would have attached in the absence of such a contract or agreement.
- I.** The ownership, rental, leasing, maintenance, use (including operation, loading and unloading), or repair of any real or personal property, including **Damage** to property owned, occupied or used by, rented to or leased to an Insured.
- J.** The rendering or failure to render professional services by the Insured as a physician, surgeon or dentist.
- K.** Participation in or contribution to any organ transplant or the administration of anesthesia.
- L.** The use of excessive influence or power on any patient, or the actual or alleged inappropriate physical contact or contact that is deemed by or alleged by the plaintiff to be sexual or in any way unwelcome.
- M.** The performance of any service by any Insured while under the influence of intoxicants or drugs.
- N.** The ownership, maintenance, use (including operation, loading and unloading), or entrustment to others of any aircraft, automobile, motor vehicle, mobile vehicles or watercraft owned or operated by or rented or loaned to any insured. This exclusion includes the movement of patients in and out of any motor vehicle, aircraft, automobile or watercraft.
- O.**
 - 1. The actual, alleged or threatened presence, discharge, dispersal, seepage, migration, release or escape of **Pollutants** or asbestos;
 - 2. The failure to discover or disclose the existence or amount of **Pollutants** or asbestos;
 - 3. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with **O. (1.)** or **(2.)** above;
 - 4. Any request, demand or order that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or, in any way respond to or assess the effects of **Pollutants** or asbestos;
 - 5. Any **Claim** or suit by or on behalf of a governmental authority for **Damages** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or, in any way, responding to, or assessing the effect of **Pollutants** or asbestos.
- P.**
 - 1. Refusal to employ;
 - 2. Termination of employment;
 - 3. Coercion, demotion, performance evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment related practices, procedures, policies, acts or omissions;
 - 4. Consequential **Bodily Injury** or **Personal Injury** as a result of **P. (1.)** through **(3.)** above.

This exclusion applies whether the Insured may be held liable as an employer or in any other capacity and to any obligation to share **Damages** with or to repay someone else who must pay **Damages** because of the injury.

It is further agreed that no coverage shall apply under this policy to any **Claim** brought by or against any spouse, child, parent, brother or sister of the Insured or any other person. The Company shall not have a duty to defend any **Claim**, suit, arbitration or any other form of trial court proceeding.

- Q.** Any alleged act, error, omission, or circumstance likely to give rise to a **Claim** that an Insured had knowledge of prior to the effective date of this policy. This exclusion includes, but is not limited to, any prior **Claim** or possible **Claim** referenced in the Insured's application.
- R.** Infringement of copyright, patent, trademark, trade name, trade dress, service mark, title or slogan.
- S.** Performance of surgical procedures or assisting in the performance of surgical procedures including, but not limited to, pre-surgical consultation, screening, informed consent and all post surgical care, other than superficial fascia.
- T.** The actual or alleged invasion of privacy, or the infringement or interference with the right of privacy, resulting from the use, visitation to, or browsing of any BBS (bulletin board system or service), web site or URL location.
- U.** Violation of, implementation of or failure to implement or abide by any posted privacy policy or the failure to have such policy posted, displayed or otherwise accessible.
- V.** The gathering, use or dissemination of "Personal Information" in any form, including but not limited to any violation of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). "Personal Information" means any numerical, letter, symbol, image, sound, genetic or biological characteristic, or any combination thereof, unique to an individual or group of individuals and/or assigned to an individual or group of individuals by any person, governmental or non-governmental entity.
- W.** Experimental procedures and experimental products, including procedures using experimental products. Experimental procedures and products are those not approved by the United States Food and Drug Administration (FDA).
- X.** Obstetrical procedures, including but not limited to any emergency obstetrical procedures.

Part III. Definitions

- A. Advertising Liability** means injury arising out of one or more of the following offenses:
 - 1. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - 2. Oral or written publication of material that violates a person's right of privacy;
 - 3. Misappropriation of advertising ideas or style of doing business.
- B. Bodily Injury** means physical or mental harm, sickness or disease sustained by a person, including death resulting from any of these at any time.
- C. Claim** means a written or verbal demand, including any incident, occurrence or offense which may reasonably be expected to result in a claim, received by the Insured for money or services, including service of suit or institution of arbitration proceeding against the Insured.
- D. Claim Expense** means expenses incurred by the Company or the Insured with the Company's consent in the investigation, adjustment, negotiation, arbitration, mediation and defense of covered **Claims**, whether paid by the Company or the Insured with the Company's consent, and includes:
 - 1. Attorney fees;
 - 2. Costs taxed against the Insured in any **Claim** defended by the Company;
 - 3. Interest on the full amount of any judgment that accrues after entry of the judgment and before the Company has paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit of Liability;
 - 4. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the available applicable policy limit and only if said **Claims** are covered by the policy;

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5. Reasonable expenses incurred by the Insured at the Company's request other than:
- a. Loss of earnings;
 - b. Salaries or other compensation paid to the Insured or any employee of the Insured.
- E. **Damages** means monetary judgment, award or settlement, except those for which insurance is prohibited by law. **Damages** does not include punitive or exemplary damages, fines, or amounts that are multiples of any covered **Damages**, penalties, or disputed fees, deposits, commissions or charges for goods or services.
- F. **Policy Period** means the period of time stated in the Declarations or any shorter period resulting from policy cancellation or amendment to the policy.
- G. **Personal Injury** means injury, other than **Bodily Injury**, arising out of one or more of the following offenses:
1. False arrest, detention or imprisonment;
 2. Malicious prosecution or abuse of process;
 3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 4. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 5. Oral or written publication, in any manner, of material that violates a person's right of privacy.
- H. **Retroactive Date** means the date stated in the Declarations on or after which any alleged or actual negligent act, error or omission must have first taken place in order to be considered for coverage under this policy.
- I. **Pollutants** means any solid, liquid, gaseous or thermal irritant, contaminant or toxin, whether live or inanimate, including but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals, metals, silica, lead, lead compounds or materials containing lead, asbestos, asbestos compounds or materials containing asbestos, radon, waste or any like substances. Waste includes materials to be recycled, reconditioned or reclaimed.

Part IV. General Conditions

A. Notice of Claim

The Insured must notify the Company as soon as practicable of an incident, occurrence or offense that may reasonably be expected to result in a **Claim**. Where notice to the Company of such incidents, occurrences or offenses has been acknowledged as adequate by the Company in writing, subsequent **Claims** derived from such incidents, occurrences or offenses will be deemed as first made at the time the incident, occurrence or offense giving rise to such **Claim** was first provided. The Insured also must immediately send copies to the Company of any demands, notices, summonses or legal papers received in connection with any **Claim**, and must authorize the Company to obtain records and other information. Please send all claim information to:

Attention: **Claims** Dept.
RSUI Group, Inc.
945 East Paces Ferry Road, Suite 1800
Atlanta, Georgia 30326-1160

B. Prohibition of Voluntary Payments and Settlements

With respect to any **Claim** covered under this policy, the Insured will not make payment, admit liability, settle **Claims**, assume any obligation, agree to arbitration or any other means of resolution of any dispute, waive any rights or incur **Claim Expenses** without prior written Company approval, except at the Insured's own cost.

C. Cooperation

The Insured will cooperate with the Company in the conduct of a **Claim**, and upon the Company's request, submit to examination and interrogation by the Company representative, under oath if required, and will attend hearings and trials and assist in affecting settlements, securing and giving evidence, and obtaining the attendance of witnesses.

D. Notice of Cancellation and Nonrenewal

The Named Insured may cancel this policy by mailing or delivering to the Company advance written notice of cancellation.

For other than nonpayment of premium or deductible, the Company will give the Named Insured sixty (60) days written notice prior to cancellation or nonrenewal of this policy by mailing or delivering the notice to the first Named Insured's last known mailing address. If the Company cancels the policy due to the Named Insured's failure to pay a premium when due, this policy may be cancelled by the Company giving not less than 10 days written notice of cancellation.

The cancellation notice will state the effective date of the cancellation and the policy will terminate on that date. If cancelled by the Company, the earned premium will be computed pro-rata. If cancelled by the Insured, the earned premium will be computed short rate.

E. Premium and Audit

Premium for this coverage is computed in accordance with the Company's rules and rates. Any premium shown as advance premium may be a deposit premium only. If the premium is a deposit premium, at the close of each audit period, the Company will compute the earned premium for that period. Audit premiums are due and payable upon notice.

The Company may examine and audit the Insured's books and records at any time during the **Policy Period** and within three years after the final termination of this policy, as far as they relate to the subject matter of this policy.

The first Named Insured as shown in the Declarations must keep records of information the Company will need for premium computation and upon request must send the Company copies of the information.

F. Authorization

The first Named Insured listed in the Declarations agrees to act as the Named Insured with respect to the giving and receiving of all notices, exercising of the Extended Reporting Period option, canceling of the policy, paying of all premiums and deductibles and the receiving of any return premiums that may become due.

G. Change

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

H. Subrogation

In the event of any **Claim** under this policy, the Company will be subrogated to all the Insured's rights of recovery against any person or organization, and the Insured will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured will do nothing after the loss to prejudice such rights.

I. Other Insurance

This policy will be excess over, and will not contribute with, any other existing insurance, unless such other insurance is specifically written to be excess of this policy.

If it is determined that both this insurance and other insurance or self insurance apply to any **Claim** on the same basis, whether primary, excess or contingent, the Company will not be liable under this policy for a greater proportion of the **Damages** or **Claim Expenses** than the applicable Limit of Liability under the policy for such **Damages** bears to the total applicable Limit of Liability of all other insurance or self insurance, whether or not collectible against such **Claims**.

J. Actions Against the Insurer

No action will be taken against the Company unless, as a condition precedent, the Insured is in full compliance with all of the terms of this policy, and until the amount of the Insured's obligations to pay shall have been finally determined, either by judgment against the Insured after actual trial, or by written agreement of the Insured, the claimant and the Company.

K. Non-Transferability

The Insured's rights and duties under this policy may not be transferred without the written consent of the Company.

L. Coverage in Bankruptcy

Bankruptcy or insolvency of the Insured or of the Insured's estate does not relieve the Company of its obligations under this policy.

M. False or Fraudulent Claims

If an Insured makes any **Claim** that is false or fraudulent, this insurance shall become void and entitlement to coverage for all **Claims** hereunder shall be forfeited.

N. Application

The Insured agrees that the statements in the application are personal representations, that they shall be deemed material and that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between the Insured and the Company, or any of its agents, relating to this insurance.



RSUI Group, Inc.
945 East Paces Ferry Road
Suite 1800
Atlanta, GA 30326-1160

Phone (404) 231-2366
Fax (404) 231-3755

ATTN: Health Care Providers – Applicants and Policyholders

RE: HIPAA Privacy and Security Rule Compliance

The Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and associated regulations require health care providers to maintain the confidentiality of patients’ protected health information (“PHI”). PHI includes, among other things, medical records and billing records relating to medical care. As a “covered entity” under HIPAA, you are not permitted to share PHI with a “business associate” unless the business associate has provided you with a Business Associate Agreement that provides for the protection of PHI. Although a professional liability insurer may not be deemed to be a “business associate” as defined by HIPAA, we want to assure your compliance with the regulations in the event a Business Associate Agreement is necessary.

We are committed to maintaining the confidentiality of PHI that you may provide as a part of the administration of your insurance coverage. Enclosed you will find a Business Associate Agreement that explains how we will safeguard any PHI that you may provide to us in the process of underwriting your policy or handling a claim on your behalf. Please review it and keep it with your professional liability policy. You do not need to sign or return this agreement to us. Please maintain it in your files to document our mutual obligations with respect to PHI.

If you have any questions or concerns about the Business Associate Agreement, please contact Jesse Wilbanks at (404)682-7635 or jwilbanks@rsui.com.

Sincerely,

A handwritten signature in black ink that reads "Jesse Wilbanks". The signature is written in a cursive, flowing style.

Jesse Wilbanks
Regulatory Compliance
RSUI Group, Inc.

RSUI Indemnity Company
Landmark American Insurance Company
Covington Specialty Insurance Company

A member of Alleghany Insurance Holdings LLC

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (“Agreement”) is executed by Landmark American Insurance Company, Covington Specialty Insurance Company, RSUI Indemnity Company and RSUI Group, Inc. (“Business Associate”) in favor of its insured healthcare providers (the “Provider”).

RECITALS

WHEREAS, the Business Associate provides professional liability insurance to the Provider pursuant to a policy of insurance (the “Business Arrangement”), and in connection with the Business Arrangement the Provider discloses to the Business Associate certain individually identifiable protected health information (“PHI”) that is subject to protection under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended from time to time.

WHEREAS, the parties desire to comply with the HIPAA standards for privacy of PHI of patients of the Provider, and to set forth the terms and conditions pursuant to which the parties will handle PHI that Business Associate receives in the course of performing its services for or on behalf of the Provider under the Business Arrangement.

NOW THEREFORE, for and in consideration of the recitals above, the benefits to Business Associate under the Business Arrangement and the mutual covenants and conditions herein contained, Business Associate agrees as follows:

SECTION 1 – DEFINITIONS

Terms used, but not otherwise defined in the Agreement shall have the same meaning as set forth in the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Rules”), 45 CFR parts 160-164, as promulgated by the United States Department of Health and Human Services (“HHS”), as amended from time to time.

SECTION II – OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as required by law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Provider any use or disclosure of the PHI, of which it becomes aware, and otherwise not provided for by this Agreement.
- e. Business Associate shall require its agents and subcontractors that receive PHI from Business Associate or Provider to agree to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. Business Associate agrees to make available and provide right of access to PHI held by the Business Associate that does not merely duplicate the information maintained by the Provider, to Provider at its request, or as directed by Provider, to an Individual. Business Associate shall provide access within reasonable time and manner as specified by Provider.

- g. Business Associate agrees to incorporate all amendments or corrections to PHI when notified by the Provider in writing that such information is inaccurate or incomplete. 45 CFR § 164.526
- h. Business Associate agrees to make available to the Secretary of HHS (or its designee) all internal practices, books, and records relating to the use and/or disclosure of PHI received from the Provider, for purposes of determining the Provider's compliance with the Privacy Rules, subject to attorney-client and other applicable legal privileges.
- i. Business Associate agrees to provide an accounting of such disclosures of PHI to Provider or, as directed by Provider, to an Individual in accordance with 45 CFR § 164.528, as amended from time to time. Business Associate shall provide such accounting within a reasonable time and manner as specified by the Provider.

2.1 PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

- a. Business Associate, its agents and employees, may use or disclose PHI as necessary to perform its duties under the Business Arrangement and only as allowed by the terms of the Business Arrangement, this Agreement, or as required or allowed by law.
- b. Business Associate may also use and/or disclose PHI as necessary for the proper management and administration of Business Associate, and to carry out the legal responsibilities of Business Associate.
- c. Business Associate agrees that it will not use or disclose PHI in a manner that violates or would violate the Privacy Rules, or the minimum necessary policies and procedures of the Provider that are communicated to Business Associate.
- d. Business Associate may use PHI to report violations of the law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1).

SECTION III – OBLIGATIONS OF THE PROVIDER

- a. Provider shall notify Business Associate of any limitation(s) in the Provider's notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- b. Provider shall notify Business Associate, in writing and in a timely manner, of any restrictions or other arrangement to which the Provider has agreed with an individual in accordance with 45 CFR § 164.522, to the extent that such changes may affect Business Associate's use or disclosure of PHI hereunder; provided however, that the Provider will not agree to, and Business Associate will not be required to comply with, any restriction that is inconsistent with the purpose or terms of the Business Arrangement.

3.1 PERMISSIBLE REQUESTS BY PROVIDER

Provider shall not request Business Associate to use and/or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Provider; provided however, that the Business Associate will use or disclose PHI for management and administrative activities of the Business Associate as outlined in Section 2.1.

SECTION IV – TERM AND TERMINATION

4.1 TERM AND TERMINATION

This Agreement shall remain in effect for the entire term of the Business Arrangement, or until terminated as set forth herein. This Agreement will automatically terminate without further action of the parties upon the termination or expiration of the Business Arrangement, subject to the following:

The Provider acknowledges and agrees that, due to the nature of the Business Arrangement, the Business Associate must have the ability to receive PHI from the Provider for as long as the Business Arrangement is in place, and that the Business Associate must have the ability to receive PHI from the Provider for the duration of any defense obligations arising under the Business Arrangement. Thus, the Provider acknowledges and agrees that termination of this Agreement is not feasible as long as the Business Arrangement is in place, or as long as Business Associate has any defense obligations arising under the Business Arrangement. Accordingly, any other provision in this Agreement notwithstanding, the parties agree that (a) any notice of termination of this Agreement will also serve as notice of termination of the Business Arrangement, (b) the termination of this Agreement will under no circumstances be effective until the termination of the Business Arrangement is effective, and (c) this Agreement may not be terminated and will remain in effect as long as Business Associate has any defense obligations arising under the Business Arrangement.

4.2 TERMINATION FOR MATERIAL BREACH

Subject to Section 4.1, upon Provider's knowledge of a material breach by Business Associate, Provider shall either:

- a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Business Arrangement if Business Associate does not cure the breach or end the violation within a reasonable time specified by the Provider;
- b. Immediately terminate this Agreement and the Business Arrangement if the Business Associate has breached a material term of this Agreement and cure is not possible; or
- c. If neither termination nor cure is feasible, Provider shall report the violation to the Secretary of HHS.

4.3 RETURN/DESTRUCTION OF PHI

Except as provided in Section 4.4, upon termination of the Business Arrangement (and any ongoing defense obligations, if applicable), for any reason, Business Associate will, if feasible, return or destroy PHI received from, or created or received by it on behalf of the Provider that Business Associate maintains in any form, including any backup tapes. Business Associate shall retain no copies of such information. Business Associate further agrees to use its best efforts to recover PHI in the possession of subcontractors or agents.

4.4 NO FEASIBLE OR PRACTICAL RETURN/DESTRUCTION OF PHI

Business Associate has determined that returning or destroying PHI is infeasible for ongoing defense obligations (if applicable), state regulatory requirements imposed upon professional liability insurers, such as reporting, review, and audit requirements, and carrying out any necessary business responsibility of the Business Associate. This serves as Business Associate's notification to Provider of the conditions that make return or destruction infeasible. Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such

PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

SECTION V – MISCELLANEOUS

- a. Regulatory References – A reference in this Agreement to a section of the Privacy Rule means the section as in effect or as amended.
- b. Amendment – The parties recognize that this Agreement may need to be modified from time to time and agree to take such action as is necessary to amend this Agreement for Provider to comply with federal and state law including, but not limited to the requirements of the Privacy Rule and HIPAA.
- c. Survival – The respective rights and obligations of Business Associate under Section 4.3 of this Agreement shall survive the termination of this Agreement.
- d. Notices – All notices and other communications required or permitted pursuant to this Agreement shall be in writing, addressed to the party at the party's regular business address. All notices and other communications shall be sent by overnight courier or sent by registered or certified mail, return receipt requested.
- e. Interpretation – Any ambiguity in this Agreement shall be resolved to permit Provider to comply with HIPAA and the Privacy Rules.

BUSINESS ASSOCIATE:

Signed:



John Gerdts
Senior Vice President
RSUI Group, Inc.

Address for Notice:

RSUI Group, Inc.
945 East Paces Ferry Road
Suite 1800
Atlanta, GA 30326-1160

This Endorsement Changes The Policy. Please Read It Carefully.

ADDITIONAL EXCLUSIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

MEDICAL PROFESSIONAL LIABILITY CLAIMS - MADE COVERAGE FORM

In consideration of the premium charged, it is agreed that **Part II. Exclusions** is amended to include the following:

Y. Assisted suicide.

All other terms and conditions of this policy remain unchanged.

This endorsement effective 4/15/2015
Forms part of Policy Number LHM750779
Issued to RELIANT MISSION INC
by Landmark American Insurance Company

Endorsement No.: 01

This Endorsement Changes The Policy. Please Read It Carefully.

BIOLOGICAL CONTAMINANTS EXCLUSION

This endorsement modifies insurance provided under the following:

MEDICAL PROFESSIONAL LIABILITY CLAIMS - MADE COVERAGE FORM

I. In consideration of the premium charged, it is agreed that the following **Exclusion** is added to the policy:

Biological Contaminant;

II. It is further agreed that the following **Definition** is added to the policy:

Biological Contaminant means any biological irritant or contaminant including but not limited to any form of mold, mildew, mushroom, yeast, fungus, bacteria, virus, insect, allergen and any other type of biological agent, including any substance produced by, emanating from, or arising out of such **Biological Contaminant**.

All other terms and conditions of this policy remain unchanged.

This endorsement effective 4/15/2015
Forms part of Policy Number LHM750779
Issued to RELIANT MISSION INC
by Landmark American Insurance Company

Endorsement No.: 02

This Endorsement Changes The Policy. Please Read It Carefully.

COVERAGE LIMITATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

MEDICAL PROFESSIONAL LIABILITY CLAIMS - MADE COVERAGE FORM

In consideration of the premium charged, it is agreed that the insurance provided by this policy does not apply to any **Claim** or **Claim Expenses** for liability arising out of any operation of the Named Insured other than those operations as described on the Declarations Page.

It is further agreed that for any **Claim** made or suit brought which is excluded under the terms of this endorsement, the Company shall not have the obligation to defend, adjust, investigate or pay any cost for investigation, defense, adjustment or attorney fees arising out of such **Claims**.

All other terms and conditions of this policy remain unchanged.

This endorsement effective 4/15/2015
Forms part of Policy Number LHM750779
Issued to RELIANT MISSION INC
by Landmark American Insurance Company

Endorsement No.: 03

This Endorsement Changes The Policy. Please Read It Carefully.

FLORIDA CHANGES-CANCELLATION AND NONRENEWAL (HOSPITAL, MEDICAL, PHYSICIANS, SURGEONS, AND DENTISTS)

This endorsement modifies insurance provided under the following:

MEDICAL PROFESSIONAL LIABILITY CLAIMS - MADE COVERAGE FORM

The Notice of Cancellation and Nonrenewal section of this coverage form is replaced by the following:

A. Notice of Cancellation

1. The first 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 first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:
 - a. 10 days before the effective date of cancellation, if we cancel for nonpayment of premium or loss of license; or
 - b. 90 days before the effective date of cancellation, if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.
7. Cancellation of Policies in Effect for More Than 90 Days

If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:

 - a. Nonpayment of premium;
 - b. The policy was obtained by a material misstatement;
 - c. Failure to comply with underwriting requirements within 90 days of the effective date of coverage;
 - d. A substantial change in the risk covered by the policy; or

This endorsement effective 4/15/2015
Forms part of Policy Number LHM750779
Issued to RELIANT MISSION INC
by Landmark American Insurance Company

Endorsement No.: 04

e. The cancellation is for all insureds under such policies for a given class of insureds.

B. Nonrenewal

1. If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least:
 - a. 10 days prior to the expiration of this policy, if we nonrenew for nonpayment of premium or loss of license; or
 - b. 90 days prior to the expiration of this policy, if we nonrenew for any other reason.
2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

All other terms and conditions of this policy remain unchanged.

IMPORTANT NOTICE

IMPORTANT INFORMATION TO FLORIDA POLICYHOLDERS

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

QUESTIONS ABOUT YOUR INSURANCE? - If you have any inquiries, need to obtain coverage information or need assistance in resolving complaints, please do not hesitate to contact your insurance company or agent.

FOR COMMERCIAL INSURANCE CONTACT:

RSUI Group, Inc.
945 East Paces Ferry Road
Suite 1800
Atlanta, GA 30326

Call Collect (404) 231-2366

IMPORTANT NOTICE

FLORIDA SURPLUS LINES DISCLOSURE NOTICE

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

This Endorsement Changes The Policy. Please Read It Carefully.

MINIMUM RETAINED PREMIUM

This endorsement modifies insurance provided under the following:

MEDICAL PROFESSIONAL LIABILITY CLAIMS - MADE COVERAGE FORM

In the event of cancellation of this policy by the Insured, return premium shall be computed at .90 of the pro rata unearned policy premium, subject however to a retention by the company of not less than \$7,689.00.

Nothing in this endorsement is deemed to affect the Company's cancellation rights which remain as indicated in the coverage form.

It is further agreed that return premium may be allowed on a pro rata basis if cancelled for non payment of premium or deductible, subject however to retention by the company of the minimum retained premium as shown above.

All other terms and conditions of this policy remain unchanged.

This endorsement effective 4/15/2015
Forms part of Policy Number LHM750779
Issued to RELIANT MISSION INC
by Landmark American Insurance Company

Endorsement No.: 07

This Endorsement Changes The Policy. Please Read It Carefully.

NAMED INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

MEDICAL PROFESSIONAL LIABILITY CLAIMS - MADE COVERAGE FORM

In consideration of the premium charged, it is agreed that the **Named Insured** as shown on the Declarations is amended to read as follows:

RELIANT MISSION, INC

GREAT COMMISSION MINISTRIES, INC

All other terms and conditions of this policy remain unchanged.

This endorsement effective 4/15/2015
forms part of Policy Number LHM750779
issued to RELIANT MISSION INC
by Landmark American Insurance Company

Endorsement No.: 08

This Endorsement Changes The Policy. Please Read It Carefully.

NUCLEAR ENERGY LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

MEDICAL PROFESSIONAL LIABILITY CLAIMS - MADE COVERAGE FORM

This policy does not apply;

- a. Under any Liability Coverage**, to bodily injury or property damage;
- (1) with respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, or Nuclear Insurance Associates of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization;
- b. Under any Medical Payments Coverage** or any Supplemental Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization;
- c. Under any Liability Coverage** to bodily injury or property damage resulting from the hazardous properties of nuclear material, if:
- (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured, or (b) has been discharged or dispersed therefrom;
 - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (3) the bodily injury or property damage arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility but if such facility is located within the United States of America, its territories or possessions, or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat;
- d. As used in this Endorsement:**
- (1) "Hazardous properties" include radioactive, toxic, or explosive properties;
 - (2) "Nuclear material" means source material, special nuclear material or byproduct material;
 - (3) "Source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
 - (4) "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor,

This endorsement effective 4/15/2015
Forms part of Policy Number LHM750779
Issued to RELIANT MISSION INC
by Landmark American Insurance Company

Endorsement No.: 09

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- (5) "Waste" means any waste material (a) containing byproduct material and (b) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (6), (a) or (b) thereof;
- (6) "Nuclear facility" means:
- (a) any nuclear reactor;
 - (b) any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing spent fuel, or (iii) handling, processing, or packaging waste;
 - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste; and includes the site on which any of the foregoing is located, all operations conducted on such site, and all premises used for such operations;
- (7) "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
- (8) "Property damage" includes all forms of radioactive contamination of property.

All other terms and conditions of this policy remain unchanged.

This Endorsement Changes The Policy. Please Read It Carefully.

PRIOR AND PENDING LITIGATION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

MEDICAL PROFESSIONAL LIABILITY CLAIMS - MADE COVERAGE FORM

In consideration of the premium charged, it is agreed that this policy does not apply to any **Claim(s)** arising from:

1. any **Claim** or litigation against any Insured occurring prior to, or pending as of March 01, 2011 including (but not limited to) **Claims**, demands, causes of actions, legal or quasi-legal proceedings, decrees, or judgments;
2. any subsequent litigation or **Claims** arising from, or based on substantially the same matters as alleged in the pleadings of such prior or pending litigation;
3. any act, error, omission, **Personal Injury** or **Advertising Liability** of any insured(s) which gave rise to such prior or pending litigation or **Claims**.

All other terms and conditions of this policy remain unchanged.

This endorsement effective 4/15/2015
Forms part of Policy Number LHM750779
Issued to RELIANT MISSION INC
by Landmark American Insurance Company

Endorsement No.: 10

This Endorsement Changes The Policy. Please Read It Carefully.

RETROACTIVE DATE AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

MEDICAL PROFESSIONAL LIABILITY CLAIMS - MADE COVERAGE FORM

In consideration of the premium charged, the **Retroactive Date** as shown on the Declarations is amended to read as follows:

4/15/15 - RELIANT MISSION INC

3/1/2007 - 4/15/2015 - GREAT COMMISSION MINISTRIES INC

All other terms and conditions of this policy remain unchanged.

This endorsement effective 4/15/2015
Forms part of Policy Number LHM750779
Issued to RELIANT MISSION INC
by Landmark American Insurance Company

Endorsement No.: 11

This Endorsement Changes The Policy. Please Read It Carefully.

SERVICE OF SUIT

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

In the event of our failure to pay any amount claimed to be due, we, at your request, will submit to the jurisdiction of any court of competent jurisdiction within the United States of America. Nothing in this condition constitutes or should be understood to constitute a waiver of our rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court or seek a transfer of a case to another Court as permitted by the laws of the United States or of any state in the United States, moreover, this endorsement is not an agreement that the law of a particular jurisdiction applies to any dispute under the policy.

Service of process in such suit may be made upon the Senior Claims Officer of RSUI Group, Inc. 945 East Paces Ferry Road, Suite 1800, Atlanta, GA 30326-1160, or his designee. In any suit instituted against any one of them upon this contract, we will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above named is authorized and directed to accept service of process on our behalf in any such suit and/or upon your request to give a written undertaking to you that we will enter a general appearance upon our behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States of America, which makes provision therefore, we hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for the purpose in the statute, or his successor or successors in office, as our true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by you or on your behalf or any beneficiary hereunder arising out of this contract of insurance, and we hereby designate the above named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

All other terms and conditions of the policy remain unchanged

This endorsement effective 4/15/2015
Forms part of Policy Number LHM750779
Issued to RELIANT MISSION INC
by Landmark American Insurance Company

Endorsement No.: 12

This Endorsement Changes The Policy. Please Read It Carefully

SEXUAL ABUSE SUB-LIMIT ENDORSEMENT (MEDICAL)

This endorsement modifies insurance provided under the following:

MEDICAL PROFESSIONAL LIABILITY CLAIMS - MADE COVERAGE FORM

In consideration of the premium charged it is agreed that **Part II. Exclusions, L.** of the **Medical Professional Coverage Form** is deleted in its entirety and replaced with the following:

It is agreed that any coverage for **Damages** or **Claims Expenses** as a result of **Claims** arising out of circumstances involving the use of excessive influence of power on any patient, or the actual or alleged inappropriate physical contact or contact that is deemed by or alleged by the plaintiff to be sexual or in any way unwelcomed, is limited to a sub-limit of liability of \$1,000,000.00 each claim and \$1,000,000.00 in the aggregate, in addition to a \$25,000.00 deductible per each claim.

This sub-limit of liability is part of and not in addition to the applicable Limits of Liability as shown in the Declarations. Payment of **Damages** or **Claim Expenses** by the Company reduces the applicable Limits of Liability as shown in the Declarations.

Once the sub-limit of liability is exhausted, no additional coverage shall be afforded by the provision and the following Exclusion will be added to the policy:

It is agreed that no coverage shall apply under this policy to any **Claim** or **Claim Expenses** arising out of or involving the use of excessive influence or power on any patient, or the actual or alleged inappropriate physical contact or contact that is deemed by or alleged by the plaintiff to be sexual or in any way unwelcomed.

All other terms and conditions of this policy remain unchanged.

This endorsement effective 4/15/2015
Forms part of Policy Number LHM750779
Issued to RELIANT MISSION INC
by Landmark American Insurance Company

Endorsement No.: 13

**State Fraud Statements
Fraud Statements – Signature Required for New York Only**

ARKANSAS, LOUISIANA, RHODE ISLAND, TEXAS AND WEST VIRGINIA FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

ALASKA FRAUD STATEMENT

A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

ALABAMA FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

ARIZONA FRAUD STATEMENT

For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

CALIFORNIA FRAUD STATEMENT

For your protection, California law requires that you be made aware of the following: Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

COLORADO FRAUD STATEMENT

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

DISTRICT OF COLUMBIA FRAUD STATEMENT

WARNING: It is a crime to provide false, or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

FLORIDA FRAUD STATEMENT

Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

HAWAII FRAUD STATEMENT

For your protection, Hawaii law requires you to be informed that any person who presents a fraudulent claim for payment of a loss or benefit is guilty of a crime punishable by fines or imprisonment, or both.

IDAHO FRAUD STATEMENT

Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

INDIANA FRAUD STATEMENT

Any person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

KANSAS FRAUD STATEMENT

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

KENTUCKY FRAUD STATEMENT

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

MAINE FRAUD STATEMENT

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

MARYLAND FRAUD STATEMENT

Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

MINNESOTA FRAUD STATEMENT

Any person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

NEW HAMPSHIRE FRAUD STATEMENT

Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

NEW JERSEY FRAUD STATEMENT

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NEW MEXICO FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

OHIO FRAUD STATEMENT

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

OKLAHOMA FRAUD STATEMENT

WARNING: Any person who knowingly and with 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.

OREGON FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents materially false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

PENNSYLVANIA FRAUD STATEMENT

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

TENNESSEE, VIRGINIA, AND WASHINGTON FRAUD STATEMENT

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

SIGNATURE REQUIRED

NEW YORK FRAUD STATEMENT

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Insured/Applicant/Claimant

By (Authorized Representative)

Title

Date

This Endorsement Changes The Policy. Please Read It Carefully.

TCPA EXCLUSION

This endorsement modifies insurance provided under the following:

MEDICAL PROFESSIONAL LIABILITY CLAIMS - MADE COVERAGE FORM

This insurance does not apply to any **Claim** based upon or arising directly, or indirectly, out of any actual or alleged violation of the following:

1. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
2. The Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (CAN-SPAM Act), including any amendment of or addition to such law;
3. The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA);
4. Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information; or
5. Any other law, ordinance, regulation or statute relating to any communication, distribution, publication, sending or transmission via telephone, telephone facsimile machine, computer or other telephonic or electronic devices.

In addition, this insurance does not apply to **Claims** asserted under the common law which are alleged to arise out of the distribution, publication, sending or transmission of material or information via telephone, telephone facsimile machine, computer or other electronic devices.

All other terms and conditions of this policy remain unchanged.

This endorsement effective 4/15/2015
Forms part of Policy Number LHM750779
Issued to RELIANT MISSION INC
by Landmark American Insurance Company

Endorsement No.: 15

RSUI Group, Inc.
945 East Paces Ferry Road, Suite 1800
Atlanta, GA 30326-1160

APPLICATION FOR MISCELLANEOUS
MEDICAL LIABILITY INSURANCE
(CLAIMS-MADE FORM)

General Applicant Information

1. Name of Applicant: GREAT COMMISSION MINISTRIES, INC.
2. Principal Address: 11002 LAKE HART DRIVE STE. 100
3. City: ORLANDO County: ORANGE State: FL Zip Code: 32832
4. Phone: 407-671-9700 Website Address: WWW.GCMWEB.ORG
5. a. Does the Applicant practice as: Corporation Partnership Individual Prof. Association
 Other: _____
- b. In what states is the applicant registered and licensed to practice? FLORIDA / OHIO
6. Date Applicant was established: 11 / 20 / 1990
MM DD YY
7. Is the firm engaged in, owned by, associated with or controlled by any other business? NO
If yes, give details _____

8. PROFESSIONAL ACTIVITIES AND SPECIALTY (Attach narrative description if necessary)

- Health Maintenance Organization Residential Healthcare Facility
 Home Healthcare Agency Other (Specify) NON PROFIT
 Medical/Testing Laboratory MISSIONARY ORGANIZATION
 Nurse's Registry
 Out-Patient Clinic

9. State approximate division of applicant's patients among:

- | | | | | | |
|------------------------------------|------|----------------------|------|-----------------------------|------|
| a. Alcoholics | ()% | h. Holistic Medicine | ()% | n. Research or Experimental | ()% |
| b. Counseling /
Family Planning | ()% | i. Medical | ()% | o. Senile or Aged | ()% |
| c. Communicable | ()% | j. Mentally Retarded | ()% | p. Stress Testing | ()% |
| d. Dental | ()% | k. Obstetrical | ()% | q. Surgical | ()% |
| e. Drug Addicts | ()% | l. Pediatric | ()% | r. Tubercular | ()% |
| f. General | ()% | m. Psychiatric | ()% | s. Other | ()% |
| g. Hemodialysis | ()% | | | | |

10. a. List the number and type of applicant's employees and volunteers: If None, State None. _____

Number	Type of Profession	Number	Type of Profession
1) <u>N/A</u>	Inhalation Therapists	9) <u>N/A</u>	Perfusionists
2) _____	Laboratory Technicians	10) _____	Pharmacists
3) _____	Nurse Anesthetists	11) _____	Physicians – Minor Surgery
4) _____	Nurses, Licensed Practical	12) _____	Physicians – No Surgery
5) _____	Nurse Practitioner	13) _____	Physiotherapists
6) _____	Nurses Registered	14) _____	Social Workers
7) _____	Opticians	15) <u>↓</u>	Speech Therapists
8) <u>↓</u>	Optometrists	16) _____	Other

b. List the number and type of independent contractors who provide professional services on behalf of the applicant.

If None, State None NONE

c. Are all the above individuals licensed in accordance with applicable state and federal regulations? Yes No

ATTACH DETAILED EXPLANATION FOR ANY "YES" ANSWERS:

Has the applicant or have any of the above employees:

- 1) Ever been the subject of disciplinary or investigative proceedings or reprimand by a governmental or administrative agency, hospital or professional association? Yes No
- 2) Ever been convicted for an act committed in violation of any law or ordinance other than traffic offenses? Yes No
- 3) Ever been treated for alcoholism or drug addiction? Yes No
- 4) Ever had any state professional license or license to prescribe or dispense narcotics refused, suspended, revoked, renewal refused or accepted only on special terms or ever voluntarily surrendered same? Yes No

11. Does the applicant perform: N/A TO ALL

- a. Acupuncture or acupuncture anesthesia? Explain: _____ Yes No
- b. Angiography/Arteriography/Venography? Describe: _____ Yes No
- c. Catheterization (other than urinary or umbilical)? Describe: _____ Yes No
- d. Closed reduction of compound fractures and/or normal deliveries and/or dermabrasion? Yes No
- e. Injection of radioisotopes and/or use of irradiated substances? Describe: _____ Yes No
- f. Radiation Therapy and/or Chemotherapy? Describe: _____ Yes No
- g. Psychiatric shock therapy? Yes No
- h. Silicone Injections? Describe: _____ Yes No
- i. Spinal Anesthesia (other than saddle blocks or caudals)? _____ Yes No
- j. Laser Treatment? Describe: _____ Yes No

12. Does the applicant perform any: **N/A TO ALL**
- a. Surgery other than incision of superficial boils or suturing superficial fascia? Yes No
 - b. Circumcisions and/or dilation and curettage and/or insertion of temporary pacemakers? Yes No
 - c. Tonsillectomies and/or Adenoidectomies and/or Caesarean Sections? Yes No
 - d. Cosmetic Plastic Surgery? Describe: _____ Yes No
 - e. Excision of large cysts and/or I&D of deep-seated boils or carbuncles? Yes No
 - f. Hysterectomies? Yes No
 - g. Open reduction of fractures? Describe: _____ Yes No
 - h. Surgery for weight reduction of patients? Yes No
 - i. Abortions and/or menstrual extractions? Describe (include trimester, method and number of Abortions performed per month): _____ Yes No
 - j. Silicone Implants? Describe: _____ Yes No
 - k. Sterilization Procedures? Describe: _____ Yes No
 - l. Biopsies and/or endoscopies? List types performed: _____ Yes No
 - m. Sex change operations? Describe and advise the number performed per year: _____ Yes No
-
- n. Other Surgery? Describe: _____ Yes No
13. Does the applicant perform hospital emergency room care?
- a. For its own regular patients? Yes No
 - b. For patients not its own? Yes No
 - c. If answer to b. is yes, please specify: the percentage of its time devoted to this work = (_____)%, the number of hours per month devoted to this work = (_____) hrs.
14. Does the applicant use drugs for weight reduction patients? Yes No
 If yes, on last page list drugs used and advise: percent of practice devoted to weight reduction, frequency and duration of prescriptions for weight reduction drugs and quantity dispensed by applicant?
15. Does the applicant administer any methadone treatment? Yes No
 If yes, describe treatment and controls used and indicate number of treatments during last 12 months (_____), next 12 months (____).
 Is anesthesia (other than topical or by means of local infiltration) administered by either applicant or others? Yes No
16. If yes, attached detailed explanation.
17. Does the applicant maintain any beds for overnight occupancy? Yes No
 If yes, total number: _____
18. State number of X-ray machines owned or operated and whether they are used for diagnosis or treatment or both.
 State by whom treatment is given and number of procedures: _____

19. Does the applicant own (wholly or in part), operate or administer any hospital, nursing home or other institution where medical services are customarily rendered? Yes No

If yes, give details, including name, location, size and number of beds. _____

20. State sources and amounts of total revenue:

Source	Amount Last Policy Year	Ext. Amount This Policy Year
a. Charitable Contributions	\$ <u>21,160,000</u>	\$ <u>22,211,550</u>
b. Government Funding	\$ <u>-0-</u>	\$ <u>-0-</u>
c. Fee for Services	\$ <u>-0-</u>	\$ <u>-0-</u>
d. <u>EVENT REVENUE</u>	\$ <u>302,000</u>	\$ <u>258,000</u>
e. <u>OTHER INCOME</u>	\$ <u>78,500</u>	\$ <u>116,750</u>
TOTAL GROSS REVENUE:	\$ <u>21,540,500</u>	\$ <u>22,586,300</u>

21. Number of patient encounters last 12 months (____) and/or patient tests carried out (____).

(NOTE: "Patient encounters" refers to number of visits – not number of patients.) N/A

22. Number of estimated patient encounters next 12 months (____) and/or patient tests carried out (____).

(NOTE: "Patient encounters" refers to number of visits – not number of patients.) N/A

23. If applicant has a training school, complete the following. N/A

Specify profession for which students are being trained	Max. No. of students per session	No. of sessions per year	% of Time involved in clinical setting	Number of students	Qualifications of faculty (eg. MD, RN, PhD)
_____	_____	_____	_____	_____	_____

24. If applicant is an ambulance service, please complete the following.

Number of Ground Ambulances _____ Number of Emergency Calls (per year) _____

Number of Air Ambulances _____ Number of non-Emergency Calls (per year) _____

Radius of Services _____

25. Give Professional Liability Coverage for last five years for the firm:

Carrier	Limit	Deductible	Premium	Expiration (Mo/Day/Yr)

If expiring insurance is a claims made policy, what is the retroactive date? _____

26. Is the applicant currently insured under a Commercial General Liability Policy? Yes No

If yes, please give details:

Insurance Company	Type of Coverage	Limits BI	Limits PD	From	To
HARTFORD					

27. Has any application for Professional Liability Insurance made on behalf of the firm, any predecessors in business or present partners ever been declined or has the insurance ever been cancelled or renewal refused? Yes No

If yes, please give details: _____

28. Has any claim ever been made against the applicant or any persons named in question 1? Yes No

If yes, how many? _____

Please attach currently valued company loss runs for the past 5 years and details stating:
1) Date when claim was made; 2) date the act giving rise to the claim was committed; 3) name of the claimant; 4) nature of the claim; 5) amount involved including reserves; and 6) final disposition

29. Is the applicant aware of any circumstances which may result in any claim against the applicant or any persons named in question 1? Yes No

If yes, how many? _____

Please attach currently valued company loss runs for the past 5 years and details stating:
1) Date when claim was made; 2) date the act giving rise to the claim was committed; 3) name of the claimant; 4) nature of the claim; 5) amount involved including reserves; and 6) final disposition

30. Has any insurer cancelled or refused to renew any similar insurance during the past five years? NO

31. Limits of Liability requested _____ Deductible _____

32. Desired term of policy: From _____ To _____

Representations

The Applicant declares that the above statement and representations are true and correct, and that no facts have been suppressed or misstated. All written statements and materials furnished to the Company, in conjunction with this application will be incorporated by reference into this application and made part hereof.

This application does not bind the Applicant to buy, or the Company to issue the insurance, but it is agreed that this form shall be the basis of the contract should a policy be issued, and it will be attached to and made part of the policy. The undersigned Applicant declares that if the information supplied on this application changes between the dates of this application and the time when the policy is issued, the Applicant will immediately notify the company of such changes, and the Company may withdraw or modify any outstanding quotations and/or authorization or agreement to bind the insurance.

David C. Melton-Green
Signature of the Applicant

**DIRECTOR OF ORGANIZATIONAL
AFFAIRS & TREASURER**
Title

2/24/15
Date

Producer

Your policy has been signed on our behalf by our President and by our Secretary and Treasurer. However, your policy will not be binding on us unless it is also countersigned by one of our duly authorized agents.

A handwritten signature in black ink that reads "Gus Buonsicore". The signature is written in a cursive style with a large initial "G".

President

**Landmark American Insurance Company
Covington Specialty Insurance Company**

A handwritten signature in black ink that reads "Kathy Abram". The signature is written in a cursive style with a large initial "K".

Secretary

**Landmark American Insurance Company
Covington Specialty Insurance Company**

