

Insurance Policy

PROFESSIONAL LIABILITY INSURANCE

For members of
The Big Life Purchasing Group Inc.
who practice in The United States of America

THIS IS A CLAIMS MADE POLICY PLEASE READ IT CAREFULLY

NOTICE: This is a Claims Made and Reported Policy. Except to such extent as may otherwise be provided herein, the coverage afforded under this insurance policy is limited to those Claims which are first made against the Insured and reported to Underwriters during the Policy Period. The Limit of Liability available to pay Damages shall be reduced and may be completely exhausted by payment of Claims Expenses. Please review the coverage afforded under this insurance policy carefully and discuss the coverage hereunder with your insurance agent or broker.

In consideration of the payment of premium, in reliance upon the statements, representations and warranties made in the application which is made part of this insurance policy, and subject to all of the terms of the Policy including any Endorsement to the Policy, the Underwriters agree with the Named Insured (set forth in Item 1 of the Evidence of Insurance, made a part thereof) as follows:

I. INSURING AGREEMENTS

A. Professional Liability.

The Underwriters shall pay on behalf of the Named Insured all sums which the Named Insured shall become legally obligated to pay as damages because of any claim which is first made against the Named Insured and reported to Underwriters for injury arising out of any negligent act, error or omission in the rendering of or failure to render, during the Policy Period as set forth in the Evidence of Insurance (the "Policy Period"), Professional Services, 1) by the Named Insured or 2) by any other Person Insured (as described in Section III hereof) for whose negligent acts, errors or omissions the Named Insured is legally responsible and 3) only if such claim is first made and is reported to the Underwriters during the Policy Period.

For purposes of this Policy, Professional Services is defined in the Evidence of Insurance.

B. Defense, Settlement and Investigation of Claims.

- A. The Underwriters shall have the right and duty to defend, subject to the Limit of Liability, exclusions and other terms and conditions in this Policy, any **Claim** against the **Insured** seeking **Damages** which are payable under the terms of this Policy, even if any of the allegations of the **Claim** are groundless, false or fraudulent.

- B.** It is agreed that Underwriters' right and duty to defend shall be limited to payment of **Claims Expenses**. The Limit of Liability available to pay **Damages** shall be reduced and may be completely exhausted by payment of **Claims Expenses**. **Damages** and **Claims Expenses** shall be applied against the Deductible.
- C.** The Underwriters shall have the right to make any investigation they deem necessary, including, without limitation, any investigation with respect to the application and statements made in the application and with respect to coverage.
- D.** If the **Insured** shall refuse to consent to any settlement or compromise recommended by the Underwriters and acceptable to the claimant and elects to contest the **Claim**, Underwriters' liability for any **Damages** and **Claims Expenses** shall not exceed the amount for which the **Claim** could have been settled, less the remaining Deductible, plus the **Claims Expenses** incurred up to the time of such refusal, or the applicable Limit of Liability, whichever is less, and the Underwriters shall have the right to withdraw from the further defense thereof by tendering control of said defense to the **Insured**.
- E.** It is further provided that the Underwriters shall not be obligated to pay any **Damages** or **Claims Expenses**, or to undertake or continue defense of any suit or proceeding after the applicable limit of the Underwriters' liability has been exhausted by payment of **Damages** or **Claims Expenses** or after deposit of the applicable Limit of Liability in a court of competent jurisdiction, and that upon such payment, the Underwriters shall have the right to withdraw from the further defense thereof by tendering control of said defense to the **Insured**.
- F.** The Underwriters shall not be liable for the cost of legal services by any personal attorney selected by the Named Insured without the written consent of the Underwriters.

C. Supplementary Payments.

Subject to the limit of liability of this Policy, Underwriters will pay:

1. Expenses.

All costs assessed against the Named Insured in any suit defended by the Underwriters and, with respect to post-

judgment interest, payment of post-interest judgment will be paid subject to the limit of liability if the post-judgment interest award is due to the actions of the insured; and

2. Bonds.

Premiums on appeal bonds required in any suit to which this Policy applies, and to furnish such appeal bonds necessary to appeal such suit up to the Underwriters' limit of liability, but without any obligation to apply for or furnish a bond in excess of such limit of liability; and premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of the Underwriters.

D. Definition of Claims Expenses

Claims Expenses” means:

- a. reasonable and necessary fees charged by an attorney designated by the Underwriters;
- b. all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a Claim, suit or proceeding arising in connection therewith, or circumstance which might lead to a Claim, if incurred by the Underwriters, or by the Named Insured with the prior written consent of the Underwriters; and
- c. Claims Expenses do not include any salary, overhead or other charges of or by the Named Insured or Underwriters for any time spent in cooperating in the defense and investigation of any Claim or circumstance that might lead to a Claim notified under this Insurance.

II. PERIOD OF COVERAGE

The Underwriters shall not have any obligations under the above Insuring Agreements if a claim reported against a Named Insured during the Policy Period is based on an incident prior to the Policy Period stated in the Evidence of Insurance of this Policy or in the Evidence of Insurance of an earlier dated policy issued by the Underwriters of which this Policy is a renewal or replacement. This insurance applies only to Professional Services rendered or which should have been rendered during the Policy Period stated in the Evidence of Insurance or in the Evidence of Insurance of an earlier dated policy issued by the Underwriters of which this Policy is a renewal or replacement and then only if a claim is first reported during the Policy Period.

III. PERSONS INSURED

- A.** The Named Insured.
- B.** Persons Insured does not include any physician, surgeon, podiatrist, nurse, anesthetist, chiropractor, acupuncturist, physical therapist, massage practitioner, or practitioner employed by the Named Insured or working on the premises of or with the Named Insured or the Named Insured's Corporation, unless such person is specifically listed in the Evidence of Insurance of this Policy as a Named Insured and then solely with respect to Professional Services as defined in the Insuring Agreement.
- C.** If the Named Insured exercises his or her profession through a corporation, the Named Insured's Corporation, but only if :
 - a.** the corporation employs no other physician, surgeon, podiatrist, nurse, anesthetist, chiropractor, acupuncturist, physical therapist, massage practitioner or practitioner, unless all such employees are also insured by the Underwriters; and
 - b.** coverage for the corporation is indicated in the Evidence of Insurance. and solely with respect to Professional Services as defined in the Evidence of Insurance rendered by the Named Insured.
- D.** This Policy does afford coverage within the applicable limits and subject to all the same terms, conditions, and exclusions that apply to the Named Insured to any additional insured listed in the Evidence of Insurance for the period therein indicated but in no event later than the termination of the Named Insured's Policy but only for a covered incident by the Named Insured at the office(s) or clinic(s) of, owned by or shared by the additional insured.

IV. LIMITS OF LIABILITY

- A.** The limit of liability stated in the Evidence of Insurance as applicable to "Each Claim" is the limit of the Underwriters' liability for loss resulting from any one claim or suit or all claims or suits because of injury or damages (and the cost of defending against same) to any one person or entity for all acts arising out of the rendering of, or failure to render, Professional Services upon which the claims or suits are based. Two or more claims arising out of a single act, error, or omission or a series of related acts, errors, or omissions shall be treated as a single claim; and
- B.** The limit of liability stated in the Evidence of Insurance as "Aggregate" is, subject to the provisions of Paragraph A respecting "Each Claim," the total limit of the Underwriters' liability for all claims reported during the Policy Period.

- C. Such limits of liability shall apply separately to each Named Insured only when so indicated in the Evidence of Insurance, except the inclusion of more than one (1) Named Insured or the inclusion of shareholders, officers, directors, employees, or agents of the Named Insured in any one (1) claim shall not increase the Underwriters' liability applicable to "Each Claim" as set forth in Paragraph A. Where limits of liability at the time of an incident or injury are not identical to limits of liability at the time the claim is made or reported, the limits of liability at the time of the incident or injury shall apply.

V. EXCLUSIONS

A. No Defense or Payment of Damages.

This Policy **does not** apply to defense or payment of damages for any claim arising out of the following:

1. Excluded Services.

Any claim arising out of any Service listed below:

- a. The failure of the Named Insured to diagnose or treat any condition, disease or injury or to refer a client to any healthcare provider for treatment of any condition, disease or injury;
- b. based on or arising out of medical professional malpractice including, but not limited to, the rendering of failure to render medical professional services, treatment or advice;
- c. The failure of the Named Insured to refer a client to any healthcare provider for treatment of any condition, disease or injury;
- d. FDA – arising from any service or procedure involving the use of any device or product that is deemed to be unsafe by the FDA.

2. Activities Outside the Legal Scope of Practice.

Any claim arising out of a procedure performed that is outside the legal scope of practice for a practitioner in the State(s) set forth in the Evidence of Insurance as the Territory;

3. Collection Suits.

Any claim arising as a counter-claim by a person who was sued for fees. Collection suits triggering this exclusion include, but are not limited to, those collections suits filed by a collection agency. Any claim made subsequent to a collection suit shall be presumed to be in response to the collection suit and to be in the nature of a counter-claim and, therefore, shall be within this exclusion;

4. Drugs or Surgery.

Any injury arising out of the use, administration, or prescription of any drug or pharmaceutical for the treatment of human beings or arising out of the performance of any procedure involving the cutting or penetration of human tissue;

5. Failure to Obtain Certificate of Insurance.

Any claim against the Named Insured that involves, among others, any health care practitioner with whom the Named Insured currently or in the future 1) is in partnership, 2) has an employment relationship, 3) has an independent contractor relationship or 4) shares office space including but not limited to any physician, surgeon, podiatrist, nurse, anesthetist, chiropractor, acupuncturist, physical therapist, massage practitioner, or practitioner where the Named Insured has failed to procure automatically and without request for the Underwriters from the liability insurer of such health care practitioner (immediately for present partners, employers, employees, independent contractors and those sharing office space, prior to future forming of partnerships, employment and/or independent contractor relationships or sharing of office space, and, in all cases, as often thereafter as necessary to keep current) a current certificate of insurance of liability insurance.

6. Suspended or Revoked License.

In any state where practitioners are subject to state licensing, any act or omission occurring while the license of the Named Insured or its employee or agent to practice or to operate a school is under suspension or has been revoked, surrendered, non-renewed, lapsed, or otherwise terminated in any State;

7. Illegal Narcotics or Drugs.

Any claim arising from a service rendered, or which should have been rendered and was not, for when the named Insured or its employee or agent was using illegal Narcotics or illegal Drugs.

For the purposes of this exclusion, illegal Drugs and illegal Narcotics and the use thereof shall have the meaning as provided within the Controlled Substances Act. This exclusion does not apply to the use of prescription drugs under the supervision of a licensed health care professional or other uses authorized by the Controlled Substances Act.”

8. Sex Act.

Any claim arising out of any sexual act, or acts performed or alleged to have been performed by the Named Insured or an employee or agent of the Named Insured, however, this exclusion shall not apply as a result of the Named Insured's vicarious liability for another's acts or omissions for sexual abuse or sexual molestation;

9. Criminal Act.

Any claim arising from any alleged criminal act, error or omission or any act allegedly committed while in violation of any law or ordinance;

10. Workers' Compensation.

Any injury arising out of any obligation for which a Named Insured or an insurer has been or may be held liable under Workers' Compensation, Unemployment Compensation, Disability Benefits, or any similar law;

11. Guaranteed Results.

Any claim arising from guaranteeing the results of services of the Named Insured or its employees or agent;

12. Peer Review Activities.

Any claim arising from participation on a peer review committee, including, but not limited to, peer review committees of a hospital, trade association, or standards review organization;

13. Officers' and Directors' Liability.

Any injury arising out of the rendering of or failure to render Professional Services by any other person for whose acts or omissions the Named Insured may be held liable as a member, partner, officer, director, or shareholder of any partnership, association, or corporation that is not listed in the Evidence of Insurance as being insured by this Policy;

14. Proprietors.

Any liability of the Named Insured as a proprietor, medical director, superintendent, administrator, or executive officer of any hospital, sanitarium, surgicenter, clinic with bed and board facilities, skilled nursing facility, convalescent hospital, laboratory, or business enterprise;

15. Employed Practitioners.

Any injury from the acts, errors or omissions of any employed practitioner who is not a named insured.

16. Assumed Liability.

Any liability due to breach of contract or assumed by a Named Insured under oral or written contract or agreement;

17. Government Employment.

Any injury from the acts or omissions of Named Insured or its employees or agents while employed by the United States Government or any other governmental or public entity;

18. Owned or Non-owned Motor Vehicles.

Any claim arising from the use of an owned or non-owned motor vehicle by the Named Insured or any shareholder, officer, director, employee, partner, or agent of the Named Insured;

19. Prior Knowledge/Prior Notice.

Any act, error or omission committed prior to the inception date of this Insurance:

- a. if any Insured on or before the inception date of this Policy knew or could have reasonably foreseen that such act, error or omission might be expected to be the basis of a Claim; or
- b. in respect of which any Insured has given notice of a circumstance which might lead to a Claim to the insurer of any other policy in force prior to the inception date of this Policy.

20. Other Activities.

Any claim arising from statements, acts, errors or omissions by the Named Insured or its employees or agents or any other person alleged to be in connection with or to relate to the prevention or suppression of any of the following: interference with contract; violations of state and/or federal antitrust or deceptive advertising laws; false arrest, detention or imprisonment; interference with a person's right to occupy his or her property undisturbed, including wrongful entry and wrongful eviction; products liability; malicious prosecution; libel; slander; trade libel; trade slander; harming a person's reputation or violating a person's right of privacy; any injury or loss caused directly or indirectly by nuclear reaction, radiation, or radioactive contamination, whether controlled, uncontrolled, or accidental in nature or however caused, or any consequence of any of these; any injury or loss relating directly or indirectly to the Named Insured's actions as the employer of any claimant; conversion; interference with prospective advantage; unfair competition; unfair trade and/or business practices; misappropriation of trade secrets;

conspiracy to do any unlawful or tortious act; abuse of process; intentional or negligent infliction of emotional distress; negligent misrepresentation; fraud; any other intentional tort (even if such activities are related to a Named Insured's rendering of or failure to render Professional Services); or any injury from any act or any omission to the extent that such injury is not attributable to the rendering or failure to render Professional Services;

21. Research Subject.

Any claim by any person who has ever been a research subject of the Named Insured or who was ever solicited to be a research subject of the Named Insured.

22. Retroactive Date

If a Retroactive Date is applicable to this coverage, it will appear at Item 5. of the Evidence of Insurance and the following exclusion shall apply:

Or circumstance that might lead to a claim arising out of any act, error or omission which took place, or is alleged to have taken place, prior to the Retroactive Date as set forth in Item 5. of the Evidence of Insurance.

B. No payment of Punitive Damages (Defense Only). This Policy will provide a defense only, but does not provide any payment of punitive or exemplary damages.

VI. OPTIONAL EXTENSION PERIOD

A. If this Policy is cancelled or non-renewed by the Named Insured or the Underwriters then the Named Insured shall have the right, upon payment of an additional premium calculated in accordance with the table below of the total premium for this Policy, to an extension of the coverage granted by this Policy with respect to any **Claim** first made against any **Insured** and reported in writing to the Underwriters during the period of time so purchased after the end of the **Policy Period**, but only with respect to any act, error or omission committed on or after the Retroactive Date and before the effective date of cancellation or non-renewal.

(a) Premium for Optional Extension Period:	(b) Length of Optional Extension Period:
100% of the total premium as for the Policy	12 Months

150% of the total premium as for the Policy; provided however, should any **Claim** or circumstance be reported during the **Policy Period**, then 200% of the total premium as for the Policy

24 Months

250% of the total premium as for the Policy; provided however, should any **Claim** or circumstance be reported during the **Policy Period**, then 300% of the total premium as for the Policy

36 Months

- B. The right to purchase the Optional Extension Period shall terminate unless written notice together with full payment of the premium for the Optional Extension Period is given to the Underwriters within thirty (30) days after the effective date of cancellation or non-renewal. If such notice and premium payment is not so given to the Underwriters, there shall be no right to purchase the Optional Extension Period.
- C. In the event of the purchase of the Optional Extension Period, the entire premium for the Optional Extension Period shall be deemed earned at its commencement.
- D. The purchase of the Optional Extension Period shall not in any way increase the Limit of Liability of the Underwriters.

VII. NOTICE OF CLAIM, OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM

- A. If any Claim is made against the Insured, the Insured shall as soon as practicable notify the Underwriters in writing through persons named in Item 11 of the Evidence of Insurance and forward every demand, notice, summons or other process received by the Insured or his representative. The Insured's duty to provide notice in accordance with this provision is a condition precedent to coverage.

B. If during the Policy Period the Insured first becomes aware of Professional Services that could reasonably be the basis for a Claim, it must give written notice to the Underwriters through persons named in Item 11 of the Evidence of Insurance during the Policy Period of:

- (1) The specific, negligent act, error, or omission;
- (2) The injury or damage which may result or has resulted from the negligent act, error, or omission; and
- (3) The circumstance by which the Insured first became aware of the negligent act, error or omission.

Any subsequent Claim made against the Insured which is the subject of the written notice shall be deemed to have been made at the time written notice was first given to the Underwriters.

C. A Claim shall be considered to be reported to the Underwriters when notice is received by the Underwriters through persons named in Item 11 of the Evidence of Insurance of the Claim, or of the negligent act, error or omission which could reasonably be expected to give rise to a Claim.

D. In the event of non-renewal of this insurance by the Underwriters, the Insured shall have thirty (30) days from the expiration date of the Policy Period to notify the Underwriters of Claims made against the Insured during the Policy Period which arise out of any Professional Services occurring prior to the termination date of the Policy Period and otherwise covered by this insurance.

E. The entire policy shall be void if, whether before or after a loss, the insured has willfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the insured therein, or in case of any fraud or false swearing of the insured relating thereto..

VIII. CANCELLATION

1. This Insurance may be cancelled by the Insured at any time by written notice or by surrender of this contract of insurance to the Underwriter issuing this Insurance. This Insurance may also be cancelled with or without the return or tender of the Unearned Premium by Underwriters by mailing notice of cancellation to the Insured at the last mailing address known by Underwriters. The Underwriter shall maintain proof of mailing of such notice on a recognized U.S. Post Office form and a copy of such notice shall be sent to the Insured's producer. The mailing of such notice as aforesaid shall be sufficient proof of notice and this Insurance shall terminate at the date and hour specified in such notice.

2. **CANCELLATION NOTICE PERIOD.** Notice of cancellation must be mailed at least 30 days prior to the effective date of cancellation during the first 60 days of coverage. After coverage has been effective for 61 days or more, all notices must be mailed at least 60 days prior to the effective date of cancellation. Where cancellation is for non-payment of premium, 10 days' notice shall be given. If the attached insurance provides for a longer notice period, such longer period shall apply.
3. **RETURN PREMIUM.** . In the event of cancellation, Underwriters shall refund the paid premium less the earned portion thereof on demand. The Earned Premium shall be calculated as stated in the insurance to which this is attached. If the attached insurance does not provide for calculation of the Earned Premium, the following shall apply: (A) If this Insurance is cancelled by the Insured, Underwriters shall retain the short rate proportion of the premium hereon, or of any Minimum Premium stipulated herein, in accordance with the table below. (B) If this Insurance is cancelled by Underwriters, Underwriters shall retain the pro rata proportion of the premium hereon, or of any Minimum Premium stipulated herein.
4. **REASON FOR CANCELLATION.** If this Insurance has been in effect for 60 days, Underwriters can cancel only for one of the following reasons: (a) non-payment of premium; (b) the insurance was obtained through material misrepresentation; (c) the Insured violated any of the terms and conditions of the contract of insurance; (d) the risk originally accepted has measurably increased; (e) certification to the Director of Insurance of the State of Illinois of the loss of reinsurance by Underwriters which provides coverage to Underwriters for all or a substantial part of the underlying risk insured; or (f) a determination by the Director of Insurance of the State of Illinois that the continuation of this Insurance could place Underwriters in violation of the insurance laws of the State of Illinois.
5. **NOTICE OF NON-RENEWAL.** If Underwriters elect not to renew this Insurance, they will mail written notice of non-renewal to the Insured at the last mailing address known by Underwriters. The notice of non-renewal shall be mailed at least 60 days prior to the expiration date of this Insurance, and shall state the reason for non-renewal. The Underwriter shall maintain proof of mailing of such notice on a recognized U.S. Post Office form and a copy of such notice shall be sent to the Insured's producer. This paragraph shall not apply, if Underwriters have manifested their willingness to renew to the Insured, and the Insured has failed to comply with the terms of the renewal offer.

IX. REPRESENTATIONS BY THE INSURED

By acceptance of this Policy, all **Insureds** agree that the statements contained in the **Application** are their agreements and representations,

that they shall be deemed material to the risk assumed by the Underwriters, and that this Policy is issued in reliance upon the truth thereof.

- X.** If the **Insured** has insurance provided by other Insurers against a loss covered by this insurance, the Underwriters shall not be liable under this insurance for a greater proportion of such loss and claims expenses than the applicable Limit of Liability stated in the Evidence of Insurance bears to the total applicable limit of liability of all valid and collectible insurance against such loss, provided however that if the **Insured** has insurance provided by other insurers whose insurance is stated as excess over any other insurance available to the **Insured**, this insurance shall also apply solely in excess of such insurance, unless such other insurance is written as specific excess over the limit of liability of this insurance.

XI. ASSIGNMENT

The interest hereunder of any **Insured** is not assignable. If the **Insured** shall die or be adjudged incompetent, such Insurance shall cover that **Insured's** legal representative as an **Insured** as would be permitted by this Policy.

XII. ASSISTANCE AND COOPERATION OF THE INSURED

The **Insured** shall cooperate with the Underwriters in all investigations, including investigations regarding the **Application** for and coverage under this Policy. The **Insured** shall execute or cause to be executed all papers and render all assistance as is requested by the Underwriters. The **Insured** agrees not to take any action which in any way increases the Underwriters' exposure under the Policy.

Upon the Underwriters' request, the **Insured** shall assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Insured** because of negligent acts, errors or omissions with respect to which insurance is afforded under this Policy; and the **Insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

The **Insured** shall not admit liability, make any payment, assume any obligations, incur any expense, enter into any settlement, stipulate to any judgement or award or dispose of any **Claim** without the written consent of the Underwriters.

Expenses incurred by the **Insured** in assisting and cooperating with the Underwriters, as described above, do not constitute **Claims Expenses** under the Policy.

XIII. ACTION AGAINST THE UNDERWRITERS

No action shall lie against the Underwriters unless, as a condition precedent thereto, the **Insured** shall have fully complied with all terms of this Policy nor until the amount of the **Insured's** obligation to pay shall have been fully and finally determined either by judgment against them or by written agreement between them, the claimant and the Underwriters. Nothing contained herein shall give any person or organization any right to join the Underwriters as a party to any **Claim** against the **Insured** to determine their liability, nor shall the Underwriters be impleaded by the **Insureds** or their legal representatives in any **Claim**.

XIV. SUBROGATION

In the event of any payment under this Insurance, the Underwriters shall be subrogated to all the **Insureds'** rights of recovery therefore against any person or organization, and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing to prejudice such rights. Any recoveries shall be applied first to subrogation expenses, second to **Damages** and **Claims Expenses** paid by the Underwriters, and third to the Each **Claim** Deductible. Any additional amounts recovered shall be paid to the Named Insured.

XV. ENTIRE AGREEMENT

By acceptance of this Policy, all **Insureds** agree that this Policy embodies all agreements between them and the Underwriters relating to this Insurance. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or estop the Underwriters from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by written endorsement issued to form a part of this Policy, signed by the Underwriters.

XVI. TERRITORY

This Insurance applies to **Claims** made and acts, errors or omissions committed anywhere in the world.

XVII. SERVICE OF SUIT

It is agreed that in the event of the failure of Underwriters to pay any amount claimed to be due hereunder, Underwriters at the request of any person or entity insured hereunder will submit to the jurisdiction of any court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction. Nothing in this Clause constitutes or should be understood to constitute

a waiver of Underwriters' rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to United States District Court, or to 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. It is further agreed that service of process in such suit may be made upon the firm shown under Item 14. of the Evidence of Insurance, and that in such suit instituted against any one of the Underwriters upon this Policy, Underwriters will abide by the final decision of such court or of any appellate court in the event of an appeal.

The firm shown under Item 14. of the Evidence of Insurance is authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of any person or entity insured hereunder to give a written undertaking to such person or entity that it will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to the statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officers specified for that purpose in the statute, or any of their successors in office, as their true and lawful attorney, upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of any person or entity insured hereunder or any beneficiary hereunder arising out of this Policy, and hereby designate the firm shown in Item 14. of the Evidence of Insurance as the firm to whom the said officer is authorized to mail such process or a true copy thereof.

XVIII. CHOICE OF LAW

Any dispute involving this Policy shall be resolved by applying the law of the state designated in Item 15. of the Evidence of Insurance.

XIX. VALUATION AND CURRENCY

All premiums, limits, deductibles, **Damages** and other amounts under this Policy are expressed and payable in the currency of the United States. If judgment is rendered, settlement is denominated or another element of **Damages** under this Policy is stated in a currency other than United States dollars or if **Claims Expenses** are paid in a currency other than United States dollars, payment under this Policy shall be made in United States dollars at the rate of exchange published in the *Wall Street Journal* on the date the judgment becomes final or payment of the settlement or other element of **Damages** is due or the date such **Claims Expenses** are paid.

XX. BANKRUPTCY

Bankruptcy or insolvency of the Named Insured shall not relieve the Underwriters of their obligations nor deprive the Underwriters of their rights or defenses under this Policy.

XXI. AUTHORIZATION

By acceptance of this Policy, the **Insureds** agree that the Named Insured will act on their behalf with respect to the giving and receiving of any notice provided for in this Policy, the payment of premiums and the receipt of any return premiums that may become due under this Policy, and the agreement to and acceptance of endorsements.

XXII. HEADINGS

The descriptions in headings and subheadings of this Policy are solely for convenience, and form no part of the terms and conditions of coverage.

SHORT RATE CANCELLATION TABLE

Notwithstanding anything to the contrary contained herein and in consideration of the premium for which this Insurance is written it is agreed that in the event of cancellation thereof by the Assured the Earned Premium shall be computed as follows:

A. For insurances written for one year:

Days Insurance in Force	Per cent. of One Year Premium	Days Insurance in Force	Per cent. of One Year Premium
1 - 4	35	133 - 136	68
5 - 8	36	137 - 140	69
9 - 12	37	141 - 144	70
13 - 16	38	145 - 148	71
17 - 20	39	149 - 152	72
21 - 24	40	153 - 156	73
25 - 28	41	157 - 160	74
29 - 32	42	161 - 164	75
33 - 36	43	165 - 168	76
37 - 40	44	169 - 172	77
41 - 44	45	173 - 176	78
45 - 48	46	177 - 180	79
49 - 52	47	181 - 184	80
53 - 56	48	185 - 188	81
57 - 60	49	189 - 192	82
61 - 64	50	193 - 196	83
65 - 68	51	197 - 200	84
69 - 72	52	201 - 204	85
73 - 76	53	205 - 208	86
77 - 80	54	209 - 212	87
81 - 84	55	213 - 216	88
85 - 88	56	217 - 220	89
89 - 92	57	221 - 224	90
93 - 96	58	225 - 239	91
97 - 100	59	240 - 254	92
101 - 104	60	255 - 269	93
105 - 108	61	270 - 284	94
109 - 112	62	285 - 299	95
113 - 116	63	300 - 314	96
117 - 120	64	315 - 329	97
121 - 124	65	330 - 344	98
125 - 128	66	345 - 359	99
129 - 132	67	360 - 365	100

Policy Reference No: 2623/623 /2009 Big Life Group

