Professional Protection Policy – Dental Coverage Part

CLAIMS MADE AND REPORTED

Table of Contents

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CLAIMS MADE AND REPORTED

THIS IS A CLAIMS MADE AND REPORTED POLICY. PLEASE READ THE ENTIRE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED. COVERAGE APPLIES ONLY TO A CLAIM FIRST MADE AGAINST THE INSURED AND REPORTED TO US IN ACCORDANCE WITH THE REPORTING REQUIREMENTS OF THIS POLICY. DEFENSE COSTS ARE IN ADDITION TO THE LIMITS OF INSURANCE.

Throughout this policy the words "you" and "your" refer to the named insured shown in the Declarations and any other person or organization qualifying as an "insured" under this policy. The words "we", "us" and "our" refer to the Company providing this insurance. Headings are provided solely for convenience and do not confer coverage.

In consideration of the payment of the premium and subject to the statements in the Declarations and in the application submitted to us for this policy together with any written materials attached thereto and submitted to us, the parties agree as follows:

COVERAGE AGREEMENTS

PROFESSIONAL LIABILITY COVERAGE

We will pay "defense costs" and "damages" to which this policy applies resulting from a "claim" against you because of a "dental incident" caused by your performance of "professional services" or a "Good Samaritan Act"; provided that:

- The "dental incident" first occurs on or after the "retroactive date" and before the end of the "policy period";
- The "claim" is first made against you during the "policy period" and reported to us in accordance with the **Reporting of Claims** section below; and
- Prior to the inception of the "policy period", no insured:
  - knew or had a basis to know of any "dental incident", "related incident", "Good Samaritan Act" or any other circumstance that could reasonably be expected to give rise to the "claim" hereunder; or
  - had given notice to any insurer of any "related claim" or circumstance underlying such "claim" or "related claim"; and
- The "claim" is made within the United States but may arise from a "dental incident" occurring anywhere in the world.

Payment of "damages" will be subject to the applicable Limit of Insurance. All "defense costs" are paid in addition to, and will not reduce, the Limit of Insurance.

COVERAGE EXTENSIONS

Coverage under each of the following Coverage Extensions applies only if a Limit of Insurance is stated in the Declarations. Payments made under these Coverage Extensions are in addition to, and will not reduce, the Limits of Insurance shown in the Declarations.

A. Board Action and License Protection Defense Coverage

We will pay on your behalf all reasonable and necessary costs, expenses, and fees to retain counsel to represent you in connection with the investigation or defense of a "board or license action" initiated against you in connection with your conduct within the profession stated in the Declarations, provided that:

- The "board or license action" is first initiated against you during the "policy period" and reported to us in writing as soon as practicable, but in no event later than sixty (60) days after the end of the "policy period";
- The alleged conduct giving rise to the "board or license action" first occurs on or after the retroactive date and prior to the end of the "policy period" or any applicable Extended Reporting Period; and
- Prior to the inception of the policy, no "insured" had any knowledge of any circumstances that could reasonably be expected to give rise to such action.

The maximum amount payable under this Coverage Extension for the policy period is the amount stated on the Declarations as the Board Action and License Protection Sub-Limit of Insurance.

B. Wage Loss/Deposition Expense Coverage

We will reimburse you for actual lost wages and reasonable and necessary costs and expenses incurred by you to attend any deposition, trial, hearing, or arbitration proceedings at our request in connection with the defense of a covered "claim" against you.

The maximum amount payable per day under this Coverage Extension is the amount stated on the Declarations as the "Wage Loss" Sub-Limit of Insurance.

C. HIPAA Violation Coverage

We will pay "defense costs" and those sums that you become legally obligated to pay as "HIPAA fines and penalties" resulting from a "HIPAA proceeding" initiated against you in connection with your "professional services".

This insurance applies only if:

- The "HIPAA proceeding" is first initiated against you during the "policy period" and reported to us in writing as soon as practicable, but in no event later than sixty (60) days after the end of the "policy period";
- The alleged violation giving rise to the "HIPAA proceeding" first occurs on or after the "retroactive date" and before the end of the "policy period"; and
- Prior to the inception of the policy, no "insured" had any knowledge of any circumstances that could reasonably be expected to give rise to such proceeding.

The maximum amount payable under this Coverage Extension for the policy period is the amount stated on the Declarations as the HIPAA Violation Sub-Limit of Insurance.

D. Medical Waste Legal Expense Coverage

We will reimburse you for "Medical Waste Legal Expense" you incur because of a "Medical Waste Action" in connection with your "professional services" at your "dental business". This insurance applies only if:

- The "Medical Waste Action" is first initiated against you during the "policy period" and reported to us in

writing as soon as practicable, but in no event later than sixty (60) days after the end of the "policy period";

- The alleged violation giving rise to such action first occurred on or after the "retroactive date" and before the end of the "policy period," and
- Prior to the inception of the policy, no "insured" had any knowledge of any circumstances that could reasonably be expected to give rise to such proceeding.

The maximum amount payable under this Coverage Extension for each action is stated as the Each Claim Medical Waste Legal Expense Sub-Limit on the Declarations; however, the most we will pay for all "Medical Waste Legal Expense" for the policy period, regardless of the number of "Medical Waste Actions" is the amount stated as the Aggregate Medical Waste Legal Expense Sub-Limit on the Declarations.

E. First Aid Expenses Coverage

We will pay "first aid expenses", up to the First Aid Expenses Sub-Limit per person stated on the Declarations, for amounts incurred by an injured person due to an accident for which you are not legally liable for under the professional liability section of this policy and without regard to fault. We will not make any payment under this supplement without your consent.

We will not pay for **first aid expenses**:

- for services rendered by you or by any entity under contract with you to provide such services;
- for any obligation **you** or any entity has under any unemployment or worker's compensation, disability benefits, or other similar law; or
- resulting from your performance of "professional services."

As a condition precedent to coverage under this coverage extension, the injured person, or someone on their behalf, must give us notice of their demand for "first aid expenses", under oath if required. The injured person must authorize us to obtain medical reports and copies of records. The injured person will also be required to submit to physical examinations by physicians selected by us, if and as we request. If payment is authorized, we will make payment to the injured person, or to the entity rendering the services. However, payment will not imply an admission of liability.

F. Peer Review Committee Coverage

We will pay on your behalf all reasonable and necessary costs, expenses, and fees to retain counsel to represent you in a "peer review committee action" initiated against you in connection with your professional services stated in the Declarations, provided that:

- The "peer review committee action" is first initiated against you during the "policy period" and reported to us in writing as soon as practicable, but in no event later than sixty (60) days after the end of the "policy period";
- The alleged conduct giving rise to the "peer review committee action" first occurs on or after the retroactive date and prior to the end of the "policy period" or any applicable Extended Reporting Period; and
- Prior to the inception of the policy, no "insured" had any knowledge of any circumstances that could reasonably be expected to give rise to such action.

The maximum amount payable under this Coverage Extension for the policy period is the amount stated on the Declarations as the Peer Review Committee Sub-Limit of Insurance.

DEFENSE AND SETTLEMENT

We have the right and duty to defend any "claim," even if the "claim" is groundless, false or fraudulent. We will retain counsel to represent you in connection with such "claim."

We may negotiate and settle any "claim" as we deem expedient; however, we will not commit to any settlement without the written consent of the "named insured" first listed on the Declarations, such consent not to be unreasonably withheld.

Our obligation to defend and to pay "defense costs" or "damages" in connection with any "claim" or other amounts under this policy ends once the applicable Limit of Insurance has been exhausted.

We have the right but not the duty to appeal any judgment.

LIMITS OF INSURANCE

- The Aggregate Limit of Insurance shown in the Declarations is the most we will pay for all "damages" under this policy regardless of the number of "claims" made. This Limit of Insurance will apply separately to each "named insured".
- Subject to the Aggregate Limit of Insurance, the Each Claim Limit of Insurance shown in the Declarations is the most we will pay for all "damages" under the policy for one "claim" or all "related claims."
- "Defense costs" will be paid in addition to the Limits of Insurance shown in the Declarations and will not reduce the Limits of Insurance.

REPORTING OF CLAIMS

A. When a Claim is Made

A "claim" is deemed made when the "insured" first receives notice of such "claim". All "related claims" will be deemed a single "claim" first made during the "policy period" in which the first such "related claim" was made.

B. Reporting a Claim

As a condition precedent to your rights under this policy with respect to a "claim", after you first receive notice of such "claim", you must notify us in writing as soon as practicable, but in no event later than 60 days after the end of the "policy period".

To the extent possible, notice should include: how, when and where the incident or conduct giving rise to "claim" took place and the names of any persons or entities involved in the "claim".

C. Extended Reporting Periods

1. If the "named insured" cancels or does not renew this policy, or if we non-renew or cancel this policy for reasons other than for non-payment of premium, the "named insured" is entitled to an Automatic Extended Reporting Period beginning the day after the end of the "policy period", at no additional premium, and ending after 60 days.
2. The "named insured" may also elect to purchase an Optional Unlimited Extended Reporting Period. The required additional premium for the Extended Reporting Period is shown on the Declarations. To exercise this right, the "named insured" must provide written notice to us within 60 days of the end of the "policy period" stating which Extended Reporting Period option is selected along with full payment of the additional premium required. The premium for the Optional Extended Reporting Period is non-refundable and not cancellable.

3. If the "named insured":

   a. dies;
   b. becomes totally and permanently disabled because of an accident or disease after the effective date of the policy such that he or she is no longer able to perform "professional services"; or
   c. retires completely from performing "professional services" after reaching age 55, provided that the "named insured" has been insured by us for "professional services" liability on a claims-made basis for at least three consecutive, uninterrupted years;

   we will provide the "named insured" an Unlimited Extended Reporting Period at no additional premium that will become effective on the date of such death, disability, or retirement.

4. The following conditions apply to any applicable Extended Reporting Period:

   a. Extended Reporting Periods apply to "claims", "board or license actions", "peer review committee action", and "HIPAA proceedings" under this policy (collectively referred to in this paragraph 4. as "actions").
   b. The Extended Reporting Period does not increase or reinstate the Limits of Insurance, nor does it extend the "policy period" shown in the Declarations.
   c. An Extended Reporting Period applies only to actions first made during the Extended Reporting Period based on a "dental incident" or other triggering event first occurring on or after the "retroactive date" and before the end of the "policy period."
   d. Extended Reporting Periods do not provide coverage for actions if you purchase subsequent insurance that applies to such actions.
   e. All actions under Extended Reporting Periods must be reported to us in accordance with the Reporting a Claim provision herein and are deemed made on the last day of the "policy period."

EXCLUSIONS

This policy does not apply to any "claim", action, or proceeding:

Abuse or Sexual Misconduct

based upon or arising from any actual or alleged physical or mental forms of abuse, including, for example, physical assault or battery, molestation, mental abuse, sexual assault or inappropriate contact, and sexual or other harassment. However, we will defend a "claim"**:**

- made against the specific individual insured alleged to have committed such sexual misconduct; or
- made against any other insured, unless that insured:
  - knew or should have known about the sexual misconduct allegedly committed by the specific individual insured, but failed to prevent or stop it; or
  - knew or should have known that the specific individual insured who allegedly committed the sexual misconduct had a prior history of such sexual misconduct;

but only until such conduct has been determined by judgment or admission in any judicial proceeding, administrative or alternative dispute resolution proceeding. We will not pay "damages" in connection with such "claims." Providing a defense until the conduct is adjudicated does not mean we waive any of our rights under this policy. We are not required to appeal any such adjudication, judgment or ruling.

Confidential or Personal Information Disclosure and Electronic Data Exclusion

based upon or arising from any unauthorized access to, use or disclosure of, or the failure to protect non-public, confidential, corporate or personal information in any form, including any type of electronic data, or to which any cyber insurance applies, including insurance for network security and data breach response. This exclusion

does not apply to an otherwise covered "HIPAA proceeding."

Contractual Liability

based upon or arising from any actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees; however, this exclusion shall not apply to your liability that exists in the absence of such contract or agreement, nor to any of the following liabilities assumed under contract by the "named insured":

- liability the "named insured" assumes in a contract with:
    - Health Maintenance Organizations;
    - Preferred Provider Organizations;
    - Independent Practice Associations; or
    - Any other similar organization;

  but only as respects "professional services" performed by you;

- "professional services" rendered by you as a dentist under contract or agreement with a dentist or a provider of dental "professional services"; or
- a warranty of fitness or quality of any therapeutic agents or supplies you have furnished or supplied as part of treating a patient.

Cosmetic Procedures

based upon or arising from any cosmetic procedures primarily intended to improve, alter, or enhance a person's facial, body, or skin appearance through, for example, injectable neurotoxins or dermal fillers. This exclusion does not apply to cosmetic dentistry or dental work to improve the appearance of a patient's teeth, gums, and/or bite, including, but not limited to, veneers, implants, and teeth whitening.

Employment Matters

based upon or arising from any actual or alleged employment obligations, decisions, practices, or policies as an employer.

General Anesthesia or Intravenous or Intramuscular injections

When general anesthesia or intravenous or intramuscular injections are administered by the "insured". This exclusion does not apply:

- when these injections are administered by a licensed provider of anesthetic services, other than the "insured"; or
- to the use of these injections to render conscious sedation in emergency situations where there is a potential permanent injury or loss of life.

Intentional Conduct

based upon or arising from any actual or alleged dishonest, fraudulent, criminal, malicious or intentional act committed by or at the direction of any "insured", including, but not limited to, the willful or reckless violation of any statute, regulation, or other law. This exclusion will not apply unless or until such conduct has been determined by judgment, final ruling, or admission in any judicial proceeding, administrative or alternative dispute resolution proceeding. Providing a defense until the conduct is adjudicated does not mean we waive any of our rights under this policy. We are not required to appeal any such adjudication, judgment or ruling.

ERISA, Workers' Compensation and Similar Laws

based upon or arising out of any of the following:

- The Employee Retirement Income Security Act of 1974 (including amendments relating to the Consolidated Omnibus Budget Reconciliation Act of 1985), or any amendment or revision thereto;
- Any workers' compensation, disability benefits or unemployment compensation law; or
- Any other statute, regulation, or law similar to those stated above.

Licensing

based upon or arising from any actual or alleged any "professional services" you provide without a valid and active license, credentials, certification, or other form of authorization to the extent required by applicable state, federal or local law, rule or regulation.

Medications and Prescriptions

based upon or arising from the prescribing or dispensing of any drugs, pharmaceuticals, or controlled substances:

- without the appropriate license, registration or certification or in any manner inconsistent with guidelines, regulations, or laws set forth by your profession or in your jurisdiction, as applicable; or
- that are not approved for the specific use or application by the United States Food and Drug Administration.

Pollution

based upon or arising from the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" anywhere at any time, including any request, demand, order or statutory or regulatory requirement that the "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 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 effects of "pollutants". This exclusion does not apply to "professional services" within the practice of nuclear medicine.

Related Entities Claims

brought or maintained by or on behalf of:

- any "insured" or associated entity of an "insured";
- any person who, at the time of the "dental incident" giving rise to the "claim", is a family member;
- any entity operated or controlled by any "insured";
- any "employee", partner or trustee of any "insured"; or
- any person or entity in which any "insured" has a direct or indirect financial interest or is advised or induced by the "insured" to invest in or lend money to any person, firm, company or entity referred to above or to the "insured".

Return of Fees and Reperformance

for the return or withdrawal of any fees or charges or seeking reperformance or correction of any services.

Unauthorized Collection or Communication

based upon or arising from the unauthorized or unlawful collection or recording of material, data, or information in any form, or unauthorized communication to third parties by an "insured". This exclusion does not apply to an otherwise covered "HIPAA proceeding."

CONDITIONS

Assignment

Your rights and duties under this policy may not be transferred or assigned without our written consent. If you die or are legally declared bankrupt, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative.

Assistance and Cooperation

You must cooperate with us and provide us all information which we reasonably request, including, but not limited to, attending hearings, depositions, and trials and assistance in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and conducting the defense of any "claim" or other proceeding covered by this policy. You must do nothing that may prejudice our position.

No "insured" will, except at that "insured's" own cost, voluntarily make a payment, assume any obligation, or incur any expense in connection with a "claim" except at our request or prior consent.

Authorization; Changes to Policy

The "named insured" listed first on the Declarations is authorized to act on behalf of all other "insureds" with respect to the giving and receiving of any notice provide for in this policy, the payment of premiums and the receipt of any return premiums that may become due, and the agreement to and acceptance of changes to the policy.

By acceptance of this policy, the "insureds" and we agree that this policy (including the Declarations and application) and any written endorsements attached hereto constitute the entire agreement between the parties. This policy can be changed only by endorsement to the policy.

Cancellation and Renewal

1. Cancellation

    a. The "named insured" may cancel this policy by sending us notice of cancellation at the address on the Declarations. Such notice must indicate the effective date of cancellation.
    b. We may cancel this policy for any reason allowable by state law. If we cancel, we will provide notice of cancellation to the "named insured" at the address stated on the Declarations. If we cancel because of non-payment of premium, we will notify the "named insured" at least ten days before the effective date of cancellation when the cancellation is to take effect. If we cancel for any other reason, we will notify the "named insured" at least 60 days before the effective date of cancellation when the cancellation is to take effect.
    c. We will send the "named insured" any applicable refund of premium at the address shown on the Declarations as soon as practicable thereafter. Cancellation will be effective even if no premium refund is available.

2. Non-Renewal

    If we decide not to renew this policy, we will notify the "named insured" of our decision at least 60 days prior to the effective date of renewal. If notice is mailed, proof of mailing will be sufficient proof of notice.

Change in Operations or Profession

In the event of a merger, acquisition, or change in ownership involving the "named insured" or if the nature of your operations or "professional services" materially changes, you must notify us of such change as soon as practicable. There will be no coverage under this policy for any such change until we have approved the change in writing, and any additional premium adjustment is satisfied.

Legal Actions Against Us

No person or entity has a right under this policy to join us as a party or otherwise bring us into a suit asking for "damages" from you or to sue us under this policy unless all its terms have been fully complied with. A person or entity may sue us to recover on an agreed settlement or on a final judgment against you, but we will not be liable for "damages" that are not payable under this policy or that exceed the applicable Limits of Insurance of this policy.

Other Insurance

All amounts payable under this policy will be specifically excess of, and will not contribute with, any other valid and collectible professional liability insurance, including any employer provided professional liability insurance; and any other valid and collectible liability insurance; or any self-insured retention, fund or trust established by your employer for the purposes of paying losses or damages.

Representations

By accepting this policy, you agree that the statements in the Declarations and application and any written materials attached thereto are accurate and complete, those statements are based upon representations you made to us, and we have issued this policy in reliance upon your representations.

This policy is void in any case of fraud or misrepresentation or concealment of a material fact relating to your application or to a "claim". We also reserve the right to decline coverage for any "claim" or proceeding involving any material facts that were misrepresented by you, whether at the time of notice of such "claim" or in your application to us for this insurance.

Separation of Insureds

Except with respect to rights or duties specifically assigned to the first "named insured" shown in the Declarations, this policy applies as if each "named insured" were the only "named insured;" and separately to each "insured" against whom a "claim" is made.

Severability

As respects the representations made in the application for this policy, and in determining an "insured's" knowledge or conduct throughout the policy:

- the conduct or knowledge of a natural person "insured" will not be imputed to any other natural person "insured";
- however, the conduct or knowledge of a natural person "insured" who is an owner, principal, or partner of an "insured" organization, or who is the person who signed the application for this insurance, will be imputed to the organization.

Subrogation and Transfer of Rights of Recovery

If we make any payment under this policy, we shall be subrogated to all of your rights against any person or entity, including the right to participate with you in the exercise of all of your rights of recovery. You shall deliver instruments and papers to us and do whatever else is necessary to secure such rights.

Violation of Economic or Trade Sanctions

If any coverage provided under this policy would be in violation of any applicable economic or trade sanctions, including but not limited to, sanctions administered and enforced by the United States Treasury Department's Office of Foreign Assets Control ("OFAC"), then that coverage shall be null and void.

DEFINITIONS

"Board or license action" means a hearing or review maintained by any state, federal, or other administrative authority responsible for setting professional standards and regulating your professional conduct. Multiple

“board or license actions” involving the same conduct, or logically or causally related conduct, will be deemed to be a single “board or license action”.

“Bodily injury” means bodily injury, sickness or disease sustained by a person, including death, mental anguish, mental injury, shock or humiliation resulting from any of these at any time.

“Claim” means:

- a written demand against an “insured” for monetary or non-monetary (including injunctive) relief, including a request to toll any statute of limitations, or to engage in arbitration or mediation; or
- a civil proceeding against an “insured” for monetary or non-monetary (including injunctive) relief which shall be deemed first made upon the service of a complaint or similar pleading upon the “insured”; or
- any form of notice of an act, error or omission in your performance of “professional services” for which you reasonably believe another party intends to hold you legally liable.

Criminal proceedings are not within the definition of a “claim”.

“Conscious sedation” means a minimally depressed level of consciousness that retains the injured person’s ability to independently and continuously maintain an airway and respond appropriately to physical stimulation and verbal command, produced by a pharmacologic or non-pharmacologic method, or a combination thereof. For purposes of this insurance, the use of nitrous oxide/oxygen and/or oral pre-medication, used in an accepted therapeutic dose to induce a sedative effect or to reduce anxiety, is not considered “conscious sedation”.

"Damages" mean a monetary judgment, award or settlement, including punitive and exemplary damages, that an “insured” becomes legally obligated to pay because of a “claim” (but only to the extent insurable by law). “Damages” includes pre-judgment and post-judgment interest awarded against you on that part of the judgment we pay. “Damages” does not include:

- fines, taxes, or penalties;
- claimant attorney fees, costs or expenses;
- amounts the “insured” is legally absolved from payment; or
- any amount not insurable under applicable state law.

“Defense costs” means those reasonable and necessary fees, costs and expenses incurred by us or by the “insured” at our request in the defense or investigation of any “claim”, including the costs of an appeal bond, attachment bond or similar bond (although we are not obligated to apply for or furnish such bond). “Defense costs” do not include any salaries, wages, overhead, benefits, benefit expenses or internal charges associated with any “insured”, or any fees, costs or expenses incurred by an “insured” prior to the time the “claim” is reported to us.

“Dental business” means operations or activities on premises used by a “named insured” for the purpose performing “professional services”, including operations necessary or incidental to those premises.

“Dental director services” means planning, organizing, directing, and controlling operations for the “dental business”. “Dental director services” do not include direct dental care or treatment of patients.

“Dental Incident” means any act, error or omission from rendering of or failure to render “professional services” resulting in “bodily injury” by you or by any person for whose acts, errors and omissions you are held legally liable.

“Employee” means a person who is hired by you to perform work under your direction to support your or your entity’s performance of “professional services.” “Employee” includes a temporary worker or volunteer.

“First aid expenses” means medical aid at the time of an accident at your “dental business”, and, if incurred within 12 months of the accident, necessary medical, surgical, x-ray and dental services, drugs, medical and

surgical supplies, including prosthetic devices, and ambulance, hospital, professional nursing and funeral services.
"Good samaritan act" means emergency first-aid medical services rendered by you to another person without expectation of remuneration or compensation.

"HIPAA fines and penalties" means civil fines and penalties you become legally obligated to pay because of a "HIPAA proceeding".

"HIPAA proceeding" means an administrative proceeding or series of logically or causally related administrative proceedings brought against you by the Department of Health and Human Services or its designee alleging a violation under Health Insurance Portability and Accountability Act of 1996 and amendments thereto ("HIPAA") or any rules or regulations promulgated thereunder with respect to information pertaining to a patient or client that has been collected, compiled or provided by you to another.

"Insured" means the following:

1. If you are shown in the Declarations as:
   - An individual dentist, you are an insured;
   - A partnership or joint venture, you, your members and your partners are insureds, but only with respect to the conduct of your "dental business";
   - A limited liability company, you and your members are insureds, but only with respect to the conduct of your "dental business";
   - A corporation or an organization other than a partnership, joint venture, or limited liability company, you are an insured but only with respect to the conduct of your "dental business". Your executive officers, directors and shareholders are insureds, but only with respect to the conduct of your "dental business".
2. Each of the following is also an insured:
   - Your employees, including dental assistants, other than executive officers, employed dentists, physicians, other medical doctors or nurse anesthetists, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your "dental business";
   - Temporary substitute dentists (locum tenens), but only for a "dental incident" which occurred while working on your behalf and then only if you have notified us and received our approval to add the locum tenens dentist by endorsement prior to the "dental incident";
   - Any licensed dental hygienist with whom you have contracted to provide dental services in connection with your "dental business", but only for acts, errors or omissions committed while acting within the course of his or her duties.

No person, "dental business", corporation or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

In the event of the death, disability, bankruptcy, or financial insolvency of any "insured" that is a natural person, "insured" will also include such "named insured's" heirs, executors, administrators, trustees in bankruptcy, assignees or legal representatives, legal spouse or legal domestic partner if a "claim" is made against any of the foregoing persons or entities in their capacity as such.

"Medical waste legal expense" means those legal fees and expenses you incur to investigate, defend, settle, or appeal a "medical waste action." This does not include loss of income.

“Medical waste action” means a civil suit, including an administrative proceeding brought by the Federal or State Environmental Protection Agency, arising from the actual or alleged improper disposing of any medical waste material.

“Named insured” means the person or organization designated as such on the Declarations.

“Peer review committee” refers to a committee associated resolving disputes between dentists and patients, or between dentists and third-party payers, including insurance organizations such as any Health Maintenance Organizations (HMOs), Preferred Provider Organizations (PPOs), and any state or national dental associations including the American Dental Association.
“Peer review committee action” means a proceeding initiated or managed by a dental peer review board or committee to resolve a dispute between you and a patient, or between you and a third-party payer.
“Policy period” means the period of time from the inception date shown in the Declarations to the effective date of termination of this policy, whether by expiration or cancellation.
“Pollutants” means any solid, liquid, gaseous, nuclear, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, radioactive and/or hazardous properties or forms of nuclear materials, chemicals, and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

"Professional Services" means those services for which you are licensed, trained and qualified to perform in your profession as a dentist. “Professional services” also includes the following activities, if specifically arising from your professional expertise.

- a member of a formal accreditation, standards review, or other professional board or committee related only to a professional society or hospital;
- A consultant, including a consultant to an organization which provides or administrates dental service payment plans;
- An expert witness while giving testimony under oath in a proceeding that is not a “claim”;
- Teaching or proctoring of educational courses to students within your profession;
- A professional in the performance of forensic autopsies.
- An author or editor of books, papers, and articles on the technical aspects of the practice of dentistry that are published or distributed by a recognized technical or professional publication.

“Professional services” also includes “utilization management services” and “dental director services.”

“Related claim” means any “claim” that is based upon or arises from the same “Dental incident” or “related incidents.”

“Related incidents” means all “Dental incidents” logically or causally connected by any fact, circumstance, situation, event, transaction, cause, or series of related facts, circumstances, situations, events, transactions or causes.

“Retroactive date” means the date shown as such in the Declarations.

“Utilization management services” means those services that you perform in the evaluation of the necessity, appropriateness, quality and cost of prescribed dental procedures, services, and treatments, for purposes of determining when and whether such procedures, services, and treatments will be authorized under any healthcare plan.