



SUMMARY OF ADDITIONAL COVERAGES OFFERED

Please note: This summary is for illustration purposes only and should not be used as a substitute for thorough review of the coverage endorsements. In the event of a claim, only the coverage as stated in the policy form and any applicable endorsements attached to the policy will apply. In the case of all additional coverages offered, including those listed below, please refer to the actual endorsement for more information including definitions, conditions and exclusions that apply.

Communicable Disease Coverage:

- This endorsement provides coverage for damages and claims expenses that the insured becomes legally obligated to pay arising out of, relating to, or involving the direct transmission and/or exposure of a communicable disease by any insured while rendering, or failure to render, the professional services shown on the declarations page of the policy.
- We can offer sub-limit options of \$50K/\$50K or \$100K/\$100K, which includes both indemnity and defense coverage, for an additional premium.

Defense Outside the Limits Coverage:

- This endorsement provides an additional set of limits, equal to policy limits (but not to exceed \$1,000,000), for claims expenses only.

Disciplinary Proceedings Coverage:

- This provides coverage for the insured should a state, or other regulatory or disciplinary official or agency, investigate charges alleging professional misconduct in performing the professional services shown on the declarations page of the policy.
- Unless specifically removed by the underwriter, our base policy form automatically includes \$5K sub-limits at no additional premium. Higher sub-limit options of \$10K/\$10K or \$25/\$25K, which includes both indemnity and defense coverage, can be offered for an additional premium.

Employee Benefits Liability Coverage:

- This endorsement provides coverage for damages and claims expenses relating to any act, error or omission negligently committed in the administration of the insured's employee benefit program.
- The coverage provided by this endorsement shares in the general liability aggregate limit and includes both indemnity and defense coverage within this limit.

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Evacuation Expense Reimbursement Coverage:

- Subject to satisfactory proof of payment, this coverage endorsement provides for the reimbursement of evacuation expenses (such as reasonable costs in transporting, lodging and providing meals to residents) paid by the named insured during the policy period in connection with an evacuation (i.e. the removal from the insured's facilities to any other location of 50% or more of the residents due to an occurrence that the insured believes causes, or could potentially cause, their facility to be unsafe for residents).
- We can offer sub-limit options of \$25K/\$25K or \$50K/\$50K, which includes both indemnity and defense coverage, for an additional premium.

First Dollar Defense Coverage:

- This endorsement amends the policy so that the deductible shown on the policy applies to damages only, not to claims expenses.

HIPAA Coverage:

- This endorsement provides coverage should the insured become legally obligated to pay due to any act, error or omission of an insured which is in violation of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, any rules or regulations issued pursuant thereto, any amendments or replacements thereof, and any other similar law. We can offer sub-limit options of \$25K/\$25K, \$50K/\$50K, \$100K/\$100K or \$250K/\$250K, which includes both indemnity and defense coverage, for an additional premium.

Hired & Non-Owned Auto (H&NOA) Liability Coverage:

- This endorsement provides coverage for damages and claims expenses arising out of the maintenance or use of a hired auto (i.e. an auto the insured leases, hires, rents or borrows, other than from an employee, member of their household, partner or executive officer) or a non-owned auto (i.e. an auto the insured does not own, lease, hire, rent or borrow) by an insured during the course of their business.
- We can offer various sub-limit options ranging from \$100K/\$300K to \$1M/\$3M, which includes both indemnity and defense coverage, for an additional premium.

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Legal / Media Event Expense Reimbursement Coverage:

- Subject to satisfactory proof of payment, this coverage endorsement provides for the reimbursement of legal / media expenses (e.g. reasonable fees and costs of attorneys, experts and consultants) incurred in the investigation and defense of an actual, or alleged, legal event (i.e. a criminal investigation, criminal complaint, indictment, or administrative, regulatory, disciplinary or licensure proceeding) paid by the named insured during the policy period and arising out of professional services of the named insured as shown on the declarations page of the policy.
- We can offer sub-limit options of \$25K/\$25K or \$50K/\$50K, which includes both indemnity and defense coverage, for an additional premium.

Patient Loading & Unloading Coverage (applicable for non-emergency medical transportation risks only):

- Our base professional liability policy form is silent when it comes to loading and unloading of patients/clients from or onto any auto or vehicle. This endorsement provides defined sub-limits ranging from \$100,000/\$300,000 to \$1M/\$3M upon request when defined coverage is required. This coverage endorsement when added also provides defined coverage for allegations relating to, or involving, alleged failure to properly secure a patient/client.

Privacy Reimbursement Coverage:

- This endorsement provides reimbursement to the insured for damages or privacy incident response expenses for a violation of a privacy law (as defined on the endorsement).
- We can offer sub-limit options of \$25K/\$25K or \$50K/\$50K, which includes both indemnity and defense coverage.

Punitive Damages Coverage:

- This endorsement expands the definition of damages within the policy form to include coverage for punitive or exemplary damages, where such damages are insurable by law.

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Sexual Abuse & Molestation Coverage:

- This coverage endorsement provides coverage for damages and claims expenses due to a sexual misconduct claim arising during the course of the insured furnishing professional services as shown on the declarations page of the policy.
- We can offer various sub-limit options ranging from \$100K/\$300K to \$1M/\$3M which includes both indemnity and defense coverage, for an additional premium.

Sexual Abuse & Molestation including Physical Abuse Coverage:

- As above, but this endorsement also includes coverage for physical abuse (as defined on the endorsement).
- We can offer various sub-limit options ranging from \$100K/\$300K to \$1M/\$3M which includes both indemnity and defense coverage, for an additional premium.

Theft Coverage:

- This endorsement provides coverage for the theft of client's property.
- We can offer sub-limit options of \$10K/\$10K, \$25K/\$25K, \$50K/\$50K or \$100K/\$100K, which includes both indemnity and defense coverage.

TRIA Coverage:

- This endorsement provides coverage for an insured loss directly resulting from any act of terrorism as defined in the U.S. Terrorism Risk Insurance Act of 2002, as amended ("TRIA").

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OTHER AVAILABLE COVERAGE ENDORSEMENTS

Additional Insurance Coverage:

- Coverage can be provided on either a scheduled or blanket basis for persons and/or organizations that contractually require additional insured status, but only for their liability arising out of the activities of the named insured.

Nose Coverage (when moving from Claims-Made to Occurrence GL):

- This endorsement can be used if an insured is required, or wants to, move from a claims-made GL to an occurrence GL form without having a gap in coverage due to the inability to purchase tail coverage (the extended reporting period) on the GL coverage only.
- When this endorsement is added for an additional premium, we agree to pick up coverage under the GL coverage form for any covered bodily injury, property damage and/or personal advertising injury claim that occurs after the retroactive date shown on the endorsement.
- This endorsement does not reinstate or increase the limits of insurance available but provides additional time for the reporting of GL claims even after the insured has moved away from a claims-made form onto an occurrence form.

Primary and Non-Contributory Coverage:

- An endorsement can be added amending the policy wording to provide primary coverage for a scheduled person or organization listed on the endorsement for any work performed by the insured under a written contract with them. Other insurance carried by the person or organization shown on the endorsement would be considered excess and non-contributory to our insurance.

Waiver of Subrogation Coverage:

- An endorsement can be added amending the policy wording to agree to waive rights of subrogation against any persons or organization listed on the endorsement if, prior to the claim, a waiver of subrogation was contractually required and accepted by the insured.

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