## CERTIFICATE OF INSURANCE EFFECTED WITH CERTAIN UNDERWRITERS AT LLOYD'S, LONDON FOR THE MEMBERS OF THE MASTER POLICYHOLDER

PROFESSIONAL LIABILITY, GENERAL LIABILITY AND ADVERTISING LIABILITY CLAIMS MADE AND REPORTED INSURANCE

This Certificate of Insurance is issued as a Notice of Insurance for information only. It does not constitute a legal contract of insurance. The Master Policy, Declarations and Application of the Named Insured, if any, form the entire contract. This Certificate is furnished in accordance with, and in all respects is subject to all terms, conditions and exclusions of the Master Policy, a copy of which is attached hereto. The original Master Policy may be inspected at the offices of the Master Policyholder.

This Certificate is to notify the member named below (the "Named Insured") that the following insurance has been effected with certain Underwriters at Lloyd's, London (not incorporated) (the "Underwriters") for the Policy Period specified below under the Master Policy (the "Master Policy") issued to the Master Policyholder.

The attached Master Policy provides coverage on a claims made and reported basis and apply only to Claims first made against the Insured during the Policy Period or the Extended Reporting Period (if applicable) and reported to underwriters during the Policy Period or otherwise provided in clause VIII. of the attached Master Policy.

Coverage Reference No:

17996

1. Named Insured:

Dr Timothy Vollmer

**DBA Vollmer Behavioral Consultants** 

1401 NW 30th Street, Gainesville, FL 32605, US.

Additional Insureds:

2. Membership Number:

8465

Master Policyholder:

ASSOCIATION FOR BEHAVIOR ANALYSIS INTERNATIONAL (ABAI)

c/o 23 Federal Plaza W BDM10 Youngstown, OH 44503

Master Policy Number:

HGSCOM19008

3. Policy Period: The Policy Period shall commence during the Policy Period set forth below. Coverage shall commence from the date upon which the Named Insured holds a valid membership with the Master Policyholder during the Policy Period and shall continue up to but not exceeding 365 days in all.

From:

17TH JUNE 2019

To:

17TH JUNE 2020

Coverage No 17996

Both dates at 12:01 a.m Local Time at the address stated in Item 1 above.

4. Policy Administrator:

Huntington Insurance 23 Federal Plaza W

BDM10

Youngstown, OH 44503

ProgramServices@Huntington.com

5. Limits of Liability:

1. Professional Liability Section

Limit of Liability for Insuring Agreement I.A.1., (Professional Liability)

a. Each Claim including Claims Expenses
But sublimited to:

\$1,000,000

Sexual/Physical Misconduct Each Claim including Claims Expenses

\$25,000

Aggregate including Claims Expenses
 But sublimited to:

\$3,000,000

 i. Sexual/Physical Misconduct Each Claim including Claims Expenses \$75,000

2.	General Liability Section Limit of Liability for Insuring Agreement I.A.2., (General Liability and Advertising Liability), and Insuring Agreement I.A.3., (Fire Legal Liability)	
	a. Each Claim including Claims Expenses But sublimited to:	\$0
	<ul> <li>Fire Legal Liability (Insuring Agreement I.A.3.)</li> <li>each Claim including Claims Expenses</li> </ul>	\$0
	b. Aggregate including Claims Expenses	\$0
3.	Computer Information Security Liability Section	
	Limit of Liability for Insuring Agreement I.A.4., (Computer Information Security Liability),	
	a. Each Claim including Claims Expenses	\$0
	b. Aggregate including Claims Expenses	\$0
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4.	Privacy Liability Section	
	Limit of Liability for Insuring Agreement I.A.5., (Privacy Liability),	
	a. Each Claim including Claims Expenses	\$0
	b. Aggregate including Claims Expenses	
	But sublimited to:	
		\$0
	i. Aggregate for the <b>Policy Period</b> for all <b>Privacy Violation costs</b> covered	ΨΟ
	under Insuring Agreement I.A.5.	
	under mouning Agreement i.A.o.	

5. Policy Aggregate Limit of Liability

\$3,000,000

The Limits of Liability stated under 1, 2, 3 and 4 above are part of, and not in addition to, the overall Policy Aggregate Limit of Liability stated under 5 above.

The Limits of Liability under 1 to 4 above shall apply separately to each Section. Under no circumstances shall any one Claim trigger multiple sections.

6. Retroactive Dates:

Professional Liability: 15TH JUNE 2011

7. Terrorism Coverage:

No

8. Waiver of Subrogation:

Ν

9. Territory:

Worldwide

10. Notification under this

Policy:

Huntington Insurance Inc Michael Dercoli, CPCU, CIC Senior Sales Executive 23 Federal Plaza W Youngstown, OH, 44503 Tel: 866-318-5028

Tel: 866-318-5028 Fax: 877-243-0712

Email: ProgramServices@Huntington.com

11. Notice of Claim or Circumstances:

Claims Department Beazley Group

30 Batterson Park Road, Farmington CT 06032 Email: claims@beazley.com

Tel: 888-222-1123 Fax: 866-910-1397

The Master Policy contains the following exclusions:

1. Exclusions applicable to Insuring Agreement I.A.1 (Professional Liability)

- a. Bodily Injury, Property Damage or Advertising Liability, except with respect to Bodily Injury arising out of any negligent act, error or omission of any Insured in rendering or failing to render Professional Services.
- b. Criminal, dishonest, fraudulent or malicious acts, error or omissions.
- c. Contractual liability
- d. Claims based upon an express or implied warranty or guarantee, or breach of contract in respect of an agreement to perform work for a fee
- e. Insured's activities as a trustee, partner, officer, director or employee of any trust, charitable organization, corporations, company or business other than that of the Named Insured
- f. Financial or investment advice
- g. Libel or slander
- i. No valid license for the performance of Professional Services
- j. Rendering or failing to render Professional Services to Professional Athletes

## 2. Exclusions applicable to Insuring Agreement I.A.2 (General Liability and Advertising Liability) and Insuring Agreement I.A.3 (Fire Legal Liability).

- a. Claims arising out of the rendering or failing to render Professional Services;
- b. Use of force expected or intended from the standpoint of the Insured:
- c. Ownership, maintenance, operation, use, loading or unloading of any Automobile, aircraft or watercraft.
- d. Transportation of Mobile Equipment by any Automobile;
- e. Alcoholic beverages;
- f. Personal Injury to any Employee;
- g. Property Damage to property owned, rented or temporarily occupied by the Insured, personal property in the care, custody and control of the Insured;
- h. Recall

## 3. Exclusions applicable to Insuring Agreement I.A.2 (General Liability and Advertising Liability) and Insuring Agreement I.A.3 (Fire Legal Liability).

- **a.** Claims against or in connection with any business enterprise not named in the Declarations which is owned by the **Insured** or in which any **Insured** is a trustee, partner, officer, director or employee
- b. Employee Retirement Income Security Act 1974 and amendments
- c. Claim or circumstance in respect of which any Insured has given notice to any insurer of any other policy or self-insurance prior to the inception date
- d. Claim or circumstance known to the Insured prior to the inception date
- e. Acts, error, omissions or Accidents which first took place prior to the Retroactive Date
- f. Discrimination
- g. Insolvency or Bankruptcy of the Insured
- h. Punitive and exemplary damages, fines, sanctions, taxes, costs or expenses
- i. Employer-employee relations, policies, practices, acts or omissions.
- j. Violation of Securities Acts, of Racketeer Influenced and Corrupt Organizations Act
- k. Anti-trust
- I. Regulatory actions
- m. Plagiarism, misappropriation of likeness, infringement of any intellectual property right, including patent, trademark, trade secret, trade dress and copyright; unless covered under Insuring Agreement I.A.2.
- n. Product Liability
- o. Pharmacy services
- p. Manufacture, handling sale or distribution of Phenylpropanolamine, Phenylpropanolamine Hydrochloride, PPA or any product or drug containing any of these substances
- q. Asbestos, Mould, Electromagnetic Field or Radiation, Pollution.
- r. Insured vs Insured
- s. HIV, AIDS, hepatitis or any other infectious disease or any complex or syndrome related.

## PLEASE NOTE THIS IS NOT AN EXHAUSTIVE LIST OF THE EXCLUSIONS AND YOU SHOULD READ THE MASTER POLICY FOR FULL DETAILS.

The underwriters shall have the right and duty to defend any **Claim** against the **Insured** seeking **Damages**. Underwriters will pay **Claims Expenses** with respect to any **Claim** seeking **Damages** which are payable under the terms of the Master Policy. **Claims Expenses** shall reduce and may exhaust the Limits of Liability.

If any payment is made under the Master Policy and there is available to the Underwriters any of the **Insured's** rights of recovery against any other party, then the Underwriters shall maintain all such rights of recovery. The **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing after an incident or event giving rise to a **Claim** to prejudice such rights.

By acceptance of the attached Master 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 the Master Policy is issued in reliance upon the truth thereof.

NO ADMISSION OF LIABILITY, ASSUMPTION OF OBLIGATION OR PROMISE TO PAY EITHER EXPRESS OR IMPLIED MAY BE MADE EITHER VERBALLY OR IN WRITING.

IF THE INSURED RECEIVES ANY NOTICE OF A CLAIM OR IS AWARE OF A CIRCUMSTANCE WHICH MAY RESULT IN A CLAIM FULL DETAILS OF THE CLAIM, CIRCUMSTANCE OR INCIDENT SHOULD BE SENT IMMEDIATELY IN WRITING BY EMAIL OR LETTER (INCLUDING THE INSURED MEMBERSHIP NUMBER) TO THE ADDRESS STATED IN ITEM 10 OF THIS CERTIFICATE OF INSURANCE.

NOTE: THE MASTER POLICY APPLIES IN EXCESS OF ANY OTHER VALID AND COLLECTIBLE INSURANCE AVAILABLE TO ANY INSURED.

THE INSURANCE HEREBY EVIDENCED IS WRITTEN BY AN APPROVED NON-LICENSED INSURER IN THE STATE OF OHIO AND IS NOT COVERED IN CASE OF INSOLVENCY BY THE OHIO INSURANCE GUARANTY ASSOCIATION.