



NAMED INSURED AND ADDRESS		PRODUCER
Item 1. Attn:	U.T. Physicians 6410 Fannin St Suite 1500 Houston, TX 77030	
CUSTOMER NUMBER		INSURER
615105		Continental Casualty Company 333 S. Wabash Ave. Chicago, IL 60604
POLICY NUMBER		
425575215		

Item 2. Policy Period: 6/30/2015 to 6/30/2018
12:01 a.m. local time at the address stated in Item 1.

Item 3. Policy Premium:

Lines of Business	Policy Year Premium	Policy Period Premium
Crime		

Item 4. Coverage Parts and Endorsements:

Epac Extra - Crime Coverage Part	GSL12038XX	03/2010
Change from Loss Sustained to Discovered	GSL17803XX	03/2010
Cancellation/Non-Renewal Endorsement - Texas	GSL-7541-TX	11/2004
Amendatory Endorsement Texas	G-139036-A42	07/2010
Texas Policy Holders Notice	GSL-10735-TX	07/2010
Amend Ownership Of Property Interest Covered	GSL-21705-XX	01/2010



Item 5. Notices of Claims to Insurer:

CNA – Claims Reporting
P.O. Box 8317
Chicago, IL 60680-8317
Fax: 866-773-7504
Email: SpecialtyNewLoss@cna.com

These Declarations, along with the completed and signed Application, the Policy, and any written endorsements attached shall constitute the contract between the Insureds and the Insurer.

Authorized Representative:

A handwritten signature in black ink that reads 'John S. Brand'.

Date:



Named Insured: U.T. Physicians

Policy Number: 425575215

Policy Period: 6/30/2015 to 6/30/2018

Item 1. Policy Year Limits of Insurance and Deductibles

Coverage	Per Loss Limit	Policy Year Aggregate Limit	Deductible
Employee Theft (A)	\$100,000	Nil	\$5,000
Forgery or Alteration - Including Personal Accounts of the Proprietor, Partners and Officers of the Insured (B)	\$100,000	Nil	\$5,000
Theft, Disappearance and Destruction of Money and Securities (C)	\$100,000	Nil	\$5,000
Robbery & Safe Burglary of Other Property (D)	\$100,000	Nil	\$5,000
Counterfeit Money Orders and Currency (E)	\$100,000	Nil	\$1,000
Computer and Funds Transfer Fraud (F)	\$100,000	Nil	\$5,000

Coverage Premium:

Policy Year Premium:

Policy Period Premium:

NOTE: The premium shown on this Declarations page does not include Surcharges or Taxes, if applicable.

Authorized Representative: *John S. Brand*

Date: 06/19/2015



**SOCIAL ENGINEERING FRAUD INSURING AGREEMENT WITH CALLBACK VERIFICATION
ENDORSEMENT**

This endorsement modifies the Epack Extra Crime Coverage Part as follows:

In consideration of the premium paid for this Policy, it is agreed and understood that the Crime Coverage Part is amended as follows:

- I. Solely with respect to the coverage provided by this Endorsement, Item 1. of the Crime Coverage Part Declarations is amended to add the following:

Coverage	Per Loss Limit	Policy Aggregate	Deductible
Social Engineering Fraud	\$50,000	\$50,000	\$5,000

- II. Section I. **INSURING AGREEMENTS** is amended by the addition of the following:

SOCIAL ENGINEERING FRAUD

The Insurer will pay for **Loss of Funds** resulting directly from the transferring, paying or delivering **Funds** as a result of **Social Engineering Fraud** committed by a person, who is not, but purports to be:

- a. a **Vendor**;
- b. a **Client**;
- c. **Employee**; or
- d. **Owner**.

It is a condition precedent to coverage under this Insuring Agreement that prior to the **Insured Entity** making payment, the **Insured Entity** verified the authenticity and accuracy of the **Communication** received from a person purporting to be a person or entity described in a. through d. above by performing a **Callback Verification** which must be recorded, logged, or otherwise documented by the **Insured Entity** or by using another commercially reasonable out of band verification procedure described in the **Application** which must also be recorded, logged, or otherwise documented by the **Insured Entity**.

- III. Solely with respect to the coverage provided by this Endorsement, Section II. **DEFINITIONS** is amended by the addition of the following definitions:

Callback Verification means a verbal conversation with a purported **Vendor** or **Client**, using a **Pre-Determined Telephone Number**, to verify the identity of the **Vendor** or **Client** and the authenticity of a **Communication**.

Communication means an electronic, telefacsimile, telephone or written instruction received by the **Insured Entity** that:

- 1. establishes or changes the method, destination or account for payment or delivery of **Funds**;
- 2. contains a misrepresentation of a material fact; and
- 3. is relied upon by any **Employee**, believing the material fact to be true.

Funds means, as used in this Endorsement, **Money** and **Securities**.

Owner means a natural person having an ownership interest in the **Insured Entity**.



Payment Order means an instruction of a sender to a receiving **Financial Institution**, transmitted orally, electronically, or in writing, to pay, or to cause another **Financial Institution** to pay, a fixed or determinable amount of money to another person.

Pre-Determined Telephone Number means a telephone number that:

1. was provided by the **Vendor** or **Client** when the written agreement or other arrangement was first established with the **Insured Entity**;
2. replaced a telephone number previously provided by the **Vendor** or **Client**, provided that confirmation of the legitimacy of the change was achieved through verbal contact with the **Vendor** or **Client** at the previously provided telephone number, or
3. replaced a telephone number previously provided by the **Vendor** or **Client** and was received by the **Insured Entity** at least 30 days prior to the receipt of a **Communication**.

Social Engineering Fraud means the intentional misleading of an **Employee** through the use of a **Communication**.

Vendor means an entity or natural person that has provided goods or services to the **Insured Entity** under a genuine, pre-existing:

1. written agreement; or
2. other arrangement,

Vendor does not mean any **Financial Institution**, asset manager, armored motor vehicle company, or similar entity.

IV. Section III. **EXCLUSIONS**, paragraph E. exclusion 7. entitled **Transferred Money, Securities and Other Property** is amended to add the following at the end:

Provided always, this exclusion does not apply to the Insuring Agreement entitled **Social Engineering Fraud**.

V. Solely with respect to the Insuring Agreement entitled **Social Engineering Fraud**, the following new exclusions are added:

The Insurer does not cover any **Loss** sustained by the **Insured Entity**:

- a. as result of Theft by an **Employee**, **Forgery**, **Computer Fraud**, **Funds Transfer Fraud**, or acceptance of money orders or **Counterfeit Money**;
- b. as a result of loss any investment in **Securities**, or ownership in any corporation, partnership, real property, or similar instrument, whether or not such investment is genuine;
- c. loss due to the failure, malfunction, illegitimacy, inappropriateness, or inadequacy of any product or service;
- d. as a result of the failure of any party to perform in whole or in part under any contract, provided that this exclusion shall not apply to any loss directly or indirectly resulting from **Social Engineering Fraud**;
- e. due to any non-payment of or default upon any loan, extension of credit, or similar promise to pay;
- f. due to any person or party's use of or acceptance of any credit, debit or charge card or similar card or instrument, whether or not genuine; or



- g. resulting from any gambling, game of chance, lottery or similar game;
- h. as a result of any actual, alleged or attempted kidnap or extortion or ransom demand; or
- i. as a result of loss of or damage to **Money or Securities** while in the mail or in the custody of any carrier for hire, including but not limited to any armored motor vehicle company.

VI. Section V. **CONDITIONS** is amended to add the following new condition:

Loss Covered Under the Social Engineering Insuring Agreement and Any Other Insuring Agreement

Notwithstanding anything in the **Epac Extra Crime Coverage Part** to the contrary, in the event a **Loss** is covered under the Insuring Agreement entitled **Social Engineering Fraud** and any other Insuring Agreement, such **Loss** shall only be covered under the Insuring Agreement entitled **Social Engineering Fraud** and shall be excluded under any other Insuring Agreement.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.