

## Conditions of Coverage (Section 13 – previously Section 14)

Revision under (f) Action of one insured against another

### ***New wording:***

The insurance provided by this **Master Policy Agreement** applies with respect to any claim or action brought by any one **Insured** against another **Insured** in the same manner and to the same extent as if a separate **Memorandum of Insurance** had been issued to each **Insured**. Under Section 13 Condition of Coverage, any breach under this section by any one **Insured** will not affect the protection given by this **Master Policy Agreement** to any other **Insured**.

### ***Previous wording:***

The insurance provided by this Master Policy Agreement applies with respect to any claim or action brought by any one Insured against another Insured in the same manner and to the same extent as if a separate Memorandum of Insurance had been issued to each Insured. Any breach of a condition of this Section by any one Insured will not affect the protection given by this Master Policy Agreement to any other Insured.

## How Legal Proceedings are to be conducted (Section 15, previously Section 16)

Revisions under (a) Company's duty to defend actions and (e) Assumption of liability by Insured

(a) Company's duty to defend actions

### ***Wording added:***

All claims arising out of the same wrongful act or inter-related wrongful act shall be deemed one claim such that only one limit is available.

(e) Assumption of liability by Insured

### ***New wording:***

The **Insured** will not voluntarily make any payment, assume any obligation or incur any expenses other than for first aid to others at the time of accident. By the **Insured** assuming liability, it is of the discretion of the **Company** if coverage will respond or if the obligations of the **Company** are void. However, any activities

carried out under the authority of any provincial or local society grievance committee or in compliance with the patient care management guidelines of the **Insured's** provincial licensing body are permitted without prejudice to the **Insured's** insurance coverage.

***Previous wording:***

The Insured will not voluntarily make any payment, assume any obligation or incur any expenses other than for first aid to others at the time of accident, except at his or her own cost. However, any activities carried out under the authority of any provincial or local society grievance committee or in compliance with the patient care management guidelines of the Insured's provincial licensing body are permitted without prejudice to the Insured's insurance coverage.