

**HEALTHCARE PROVIDERS  
PROFESSIONAL LIABILITY COVERAGE PART**

**OCCURRENCE**

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**THIS IS AN OCCURRENCE COVERAGE PART AND, SUBJECT TO ITS PROVISIONS, APPLIES ONLY TO THOSE CLAIMS WHICH ARE THE RESULT OF MEDICAL INCIDENTS THAT OCCURRED ON OR AFTER THE EFFECTIVE DATE OF COVERAGE, AND BEFORE THE EXPIRATION DATE STATED ON THE CERTIFICATE OF INSURANCE. CLAIM EXPENSES SHALL BE IN ADDITION TO THE LIMIT OF LIABILITY.**

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**I. COVERAGE AGREEMENTS**

Coverage under any of the following coverage agreements apply only to acts, errors or omissions, including **medical incidents, Good Samaritan incidents, placement services incidents, or personal injury**, which occurred on or after the effective date of coverage, and before the expiration date of the **policy period** stated on the **certificate of insurance**.

In addition to the limit of liability, we will also pay **claim expenses**.

**A. PROFESSIONAL LIABILITY**

We will pay all amounts, up to the Professional Liability limit of liability stated on the **certificate of insurance**, that **you** become legally obligated to pay as a result of a **professional liability claim** arising out of a **medical incident** by **you** or by someone for whose **professional services you** are legally responsible.

**B. GOOD SAMARITAN LIABILITY**

We will pay all amounts, up to the Good Samaritan Liability limit of liability stated on the **certificate of insurance**, that **you** become legally obligated to pay as a result of a **Good Samaritan claim** arising out of a **Good Samaritan Incident**.

**C. PERSONAL INJURY LIABILITY**

We will pay all amounts, up to the **Personal Injury** Liability limit of liability stated on the **certificate of insurance**, that **you** become legally obligated to pay as a result of a **personal injury claim** arising out of **personal injury**.

**D. MALPLACEMENT LIABILITY**

We will pay all amounts, up to the Malplacement Liability limit of liability stated on the **certificate of insurance**, that **you** become legally obligated to pay as a result of a **malplacement claim** arising out of a **placement services incident**.

**II. COVERAGE EXTENSIONS**

Although payment does not arise from **claims**, we will pay amounts provided by these Coverage Extensions as follows:

#### A. LICENSE PROTECTION

We will pay **you** up to the License Protection limit of liability stated on the **certificate of insurance**, for attorney fees incurred by **you**, for **your** investigation and defense of **complaints**. Such **complaints** must:

1. arise from a **license protection incident** which occurred on or after the effective date of coverage, and before the expiration date of the **policy period** stated on the **certificate of insurance**; and
2. be filed against **you** with a state or federal administrative agency, licensing or regulatory authority responsible for regulating **your** professional conduct.

The amount payable for attorney fees will not exceed \$150 per hour.

Included within, and not in addition to, this limit of liability are **covered expenses** incurred by **you** as a result of **your** required attendance at a **disciplinary hearing or proceeding**. The amount payable for **covered expenses** will not exceed \$500 per proceeding.

In no event shall the amount payable hereunder exceed the per proceeding limit of liability and per **policy period** License Protection limit of liability shown on the **certificate of insurance** regardless of the number of **you** or the number of such proceedings.

**You** have the right to select **your** legal defense counsel, but only for the purpose of **your** defense of **complaint(s)** and **disciplinary hearings or proceedings** under this Coverage Extension.

#### B. DEFENDANT EXPENSE BENEFIT

We will pay **you** up to the Defendant Expense Benefit limit of liability stated on the **certificate of insurance**, for all **covered expenses** incurred by **you** as a result of a covered **claim**.

These amounts must result from **your** being required by us or by the defense attorney to attend a trial, hearing or proceeding. In no event shall the amount payable hereunder exceed the per proceeding limit of liability and all proceeding in the aggregate Defendant Expense Benefit limit of liability shown on the **certificate of insurance** regardless of the number of **you** or the number of such proceedings.

#### C. DEPOSITION REPRESENTATION

We will pay up to the Deposition Representation limit of liability stated on the **certificate of insurance**, for attorney fees, charged by an attorney we designate, to prepare **you** for deposition provided:

1. **you** receive a subpoena, during the **policy period**, for documents or testimony arising out of **professional services**; and
2. **you** provide us with a copy of the subpoena; and
3. the subpoena arises out of a lawsuit to which **you** are not a party; and
4. **you** have not been engaged to provide advice or testimony in connection with the lawsuit, nor have **you** provided such advice or testimony in the past.

Any notice **you** give us of such subpoena shall be deemed notification of a potential **claim** under the **DUTIES IN THE EVENT OF A CLAIM** section of this Coverage Part.

#### D. ASSAULT

We will pay **you** up to the **Assault** limit of liability stated on the **certificate of insurance**, for:

1. medical expenses **you** incur, for **injury to you**; or
2. reimbursement for **damage to your personal property**

resulting from an **assault on you at your workplace**, or while traveling to or from **your workplace** provided that:

1. such **assault** occurs during the **policy period**;
2. **you**, or someone acting on **your** behalf, give us written proof of **claim** and as soon as practicable, under oath if required, and execute authorizations to allow us to obtain copies of all medical documents relating to such **assault**;
3. **you** submit to physical examination by a physician(s) selected by us when, and as often as, we may reasonably require;

This coverage does not apply to **damage** to any mode of transportation used by **you** to go to and from **your workplace**, or **damage** to any business or **personal property** owned, leased or rented by any other person or business enterprise while in **your** possession.

This coverage does not apply to any **personal property** lost or stolen during an **assault** on **you**.

#### E. MEDICAL PAYMENTS

We will pay up to the Medical Payments limit of liability stated on the **certificate of insurance**, regardless of fault, for necessary medical expenses caused by an incident, other than a **medical incident**, provided that:

1. the incident occurs during the **policy period**;
2. the expenses are incurred or medically ascertained within a three (3) year period from the date of the incident;
3. the incident results in **injury** to a person other than **you**, while such person is:
  - a. at the **named insured's residence** or **business premises** with the permission of the **named insured**; or
  - b. away from the **named insured's residence** or **business premises** provided that the **injury** arises out of a condition at the **named insured's residence** or **business premises**;
4. the injured person(s), or someone acting on their behalf gives us written proof of **claim** and as soon as practicable, under oath if required, and execute authorizations to allow us to obtain copies of all medical documents relating to such **injury**;
5. the injured person submits to physical examination by a physician(s) selected by us when, and as often as, we may reasonably require;
6. **you** are not the injured party.

#### F. FIRST AID

We will pay **you** up to the First Aid limit of liability stated on the **certificate of insurance**, amounts for which **you** voluntarily make payment or incur for first aid rendered to a person, other than **you**, as a result of **injury** caused by an incident, other than a **medical incident**, that occurs during the **policy period** and that **you** promptly report to us. The first aid must be provided within a 48-hour period after the **injury** occurred.

#### G. DAMAGE TO PROPERTY OF OTHERS

We will pay up to the **Damage** to Property of Others limit of liability stated on the **certificate of insurance**, for **damage** that occurs during the **policy period** and is caused by **you** to the property of others provided such **damage**:

1. was not caused intentionally; and
2. occurred only at the **named insured's residence** or **your workplace**.

Within sixty (60) days from the date of **damage**, **you** must submit a sworn statement of such loss to us. **You** must also exhibit the **damaged** or destroyed property if such property is in **your** possession or control.

### III. DEFENSE AND SETTLEMENT

We have the right and duty to defend any **claim** that is a **professional liability claim**, **Good Samaritan Claim**, **personal injury claim** or **malplacement claim**. We will:

- A. do this even if any of the charges of such **claim** are groundless, false or fraudulent; and
- B. investigate and settle any **claim**, as we feel appropriate.

Our payment of the applicable limit of liability ends our duty to defend or settle. We have no duty to defend any **claims** not covered by this Coverage Part.

#### IV. ADDITIONAL DEFINITIONS

For purposes of this Coverage Part only, words in bold have the meaning set forth below:

**“Assault”** means any willful attempt to inflict physical harm on **you** by another, which results in **injury or damage**.

**“Complaint”** means the official documentation required by an entity responsible for regulating **your** professional conduct to trigger an investigation of **you** for a **license protection incident**.

**“Covered Expenses”** means only expenses for travel, food, lodging, and wage loss. **You** must provide us with written documentation containing sufficient information and detail to identify **you**, the time, place and circumstances that resulted in such expenses. **You** must also identify the court and all parties to the action before the court.

**“Disciplinary Hearing or Proceeding”** means a hearing or professional review conducted by any state or federal administrative agency, licensing or regulatory authority responsible for regulating **your** professional conduct.

**“Injury”** means bodily **injury**, sickness, disease, mental or emotional distress sustained by a person, or death.

**“License Protection Incident”** means a **medical incident**, or an event or circumstance arising out of an actual or alleged violation of the standards that govern **your** profession, leading to a **complaint** filed against **you**, charging **you** with professional misconduct, incompetence or physical or mental incapacity, and which could result in a **disciplinary hearing or proceeding**.

**“Good Samaritan Claim”** means a **claim** arising out of a **Good Samaritan Incident**.

**“Good Samaritan Incident”** means any act, error or omission in **your** providing **professional services** in a sudden and unforeseen emergency situation for which no remuneration is expected, demanded or received.

**“Malplacement Claim”** means a **claim** arising out of a **placement services incident**.

**“Medical Incident”** means any act, error or omission in **your** providing **professional services** which results in **injury or damage**. **Medical incident** does not include a **Good Samaritan incident**, a **placement services incident** or **personal injury**.

**“Personal Injury Claim”** means a **claim** arising out of **personal injury**.

**“Personal Property”** means **your** property other than buildings and their appurtenances, consisting of the following:

1. furniture, fixtures, machinery and equipment not permanently installed;
2. all other property, other than real property, owned by **you** and used in **your** practice; and
3. merchandise held in storage or for sale, raw materials in process or finished goods, including supplies used in their packing or shipping.

**“Placement Services Incident”** means an act, error or omission arising from **your placement services**.

**“Professional Liability Claim”** means a **claim** arising out of a **medical incident**.

**“Related Claim”** means all **claims** arising out of a single act, error or omission or arising out of **related acts, errors or omissions** in the rendering of **professional services** or placement services.

**“Related acts, errors or omissions”** mean all acts, errors or omissions in the rendering of **professional services** or placement services that are logically or causally connected by any common fact, circumstance, situation, transaction, event, advice or decision.

**“Supervision”** means **you** are working under a health-care plan set up by **your** employer, or by the group with whom **you** have contracted, to provide health-care services. Only those skills which the employer or group has verified **you** are qualified to perform will be included in the health-care plan. **Supervision** requires verification, on

a regular basis and by a licensed health-care professional qualified to supervise **your professional services**, that **you** are providing **your professional services** in conformance with the standard of care relevant to **your** practice location.

“**You**” or “**Your**” means the **named insured** and, if the **named insured** is not a natural person:

1. any individual who, during the **policy period**, is or becomes a partner, officer, director, stockholder-**employee**, manager, member or **employee** of the **named insured**, but only for **professional services** performed on behalf of the **named insured**; or
2. any individual who, during the **policy period**, is or becomes a substitute healthcare provider that the **named insured** contracts with, but only for **professional services** performed on behalf of the **named insured**; or
3. any individual previously affiliated with the **named insured** as its partner, officer, director, stockholder-**employee**, manager, member or **employee** but only for **professional services** performed on behalf of the **named insured** during the course of such employment.

## V. EXCLUSIONS

We will not defend any **claim** for, or pay any amounts, including **claim expenses**, based on, arising out of, or related to:

### A. **injury** to:

1. an **employee** of **yours** arising out of and in the course of employment by **you**; or
2. a **family member** of that **employee** as a consequence of 1 above; or
3. **your family member**;

This exclusion applies:

1. whether **you** may be liable as an employer or in any other capacity; or
2. to any obligation to share amounts with or repay someone else who must pay amounts because of the **injury**;

### B. any unemployment, workers' compensation, disability benefits, or other similar law;

### C. any of **your** acts, errors or omissions in **your** capacity as:

1. nurse anesthetist, nurse-midwife or midwife;
2. physician, dentist, chiropractor, or podiatrist;
3. self-employed perfusionist;
4. a healthcare student, healthcare aide, home healthcare aide, or dental hygienist, who is not subject to **supervision**.

### D. any liability that **you** assume under any contract or agreement. This exclusion does not apply to:

1. liability **you** assume under a contract with a Health Maintenance Organization, Preferred Provider Organization, Independent Practice Association, or any other similar organization; but only for such liability as is attributable to **your** alleged negligence; or
2. a warranty of fitness or quality of any therapeutic agents or supplies **you** have furnished or supplied in connection with treatment **you** have performed;

### E. any liability **you** have for a business or profession, including **consulting services**, other than that named on the **certificate of insurance**;

### F. a willful violation of a statute, ordinance or regulation imposing criminal penalties. We will defend any civil suit against **you** seeking amounts, which would be covered if this exclusion did not apply. In such case, we will pay only **claim expenses**;

### G. **injury** or **damage** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving **your** owning, using, taking care of, operating, leasing or renting, loading or unloading of patients

or property from, transporting patients in, or entrusting to others an **auto**, mobile equipment, watercraft or aircraft, including an **auto**, mobile equipment, watercraft or aircraft which is loaned to the **named insured** or which is operated for the **named insured** by its **employee**, including an **employee-owned auto**.

H. any **injury**, or **damage**:

1. with respect to which **you** are also an insured under a Nuclear Energy Liability Policy issued by:

- a. Nuclear Energy Liability Insurance Association; or
- b. Mutual Atomic Energy Liability Underwriters; or
- c. Nuclear Insurance Association of Canada,

or any of their successors, or would be an insured under any such policy if it had not terminated due to exhaustion of its limits of liability; or

2. resulting from the **hazardous properties of nuclear material** and with respect to which:

- a. any person, organization or entity is required to maintain financial protection pursuant to the Atomic Energy Act of 1954 or any of its amendments, or
- b. **you** are, or had this policy not been issued would be, entitled to indemnity from the United States of America or any of its agencies, under any agreement entered into by the United States of America or any of its agencies with any person, organization or entity;

3. resulting from the **hazardous properties of nuclear material** if:

a. the **nuclear material**:

- i) is at any **nuclear facility** owned or operated by or on **your** behalf; or
- ii) has been discharged or dispersed therefrom; or
- iii) is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on **your** behalf;

b. the **injury** or destruction arises out of the furnishing by **you** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**. If such facility is within the United States of America, its territories, possessions or Canada, this subparagraph 3.b. applies only to **injury** to or destruction of property at such **nuclear facility**.

I. the return or withdrawal of fees or government payments imposed directly upon **you**; any fines, penalties or sanctions; punitive or exemplary amounts; or the multiplied portion of any multiplied award, imposed by law;

J. liability resulting from **professional services you** provide while **your** license or certification to practice is suspended, revoked, or no longer valid;

K. **injury** or **damage you** expected or intended, or which a reasonable person would have expected. This exclusion does not apply to **injury** or **damage** resulting from the use of reasonable force to protect persons or property;

L. actual or alleged involvement in any:

1. federal or state anti-trust law violation; or
2. agreement or conspiracy to restrain trade.

This exclusion does not apply to **claims** arising from **your** activity as a member of any committee, panel, or board which provides underwriting or claims advice or recommendations, provided **your** activity is within the scope of the committee's, panel's, or board's established guidelines;

M. any loss, cost or expense:

1. which would not have happened in whole or in part, but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time; or
2. arising out of any:

- a. **claim** or suit by or on behalf of a governmental authority for amounts because of testing for, monitoring, cleaning up, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**; or
  - b. request, demand or order that **you** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effect of **pollutants**;
- N. any **claim** arising out of any act, error or omission, including a **medical incident, Good Samaritan incident, placement services incident** or **personal injury** that happened before the effective date of this policy;
- O. any direct or consequential **injury** or **damage** arising out of any:
- 1. refusal to employ; or
  - 2. termination of employment; or
  - 3. coercion, demotion, reassignment, defamation, harassment, humiliation, discrimination or other employment related practices, policies, acts or omissions;
- P. any act of sexual intimacy, sexual molestation or sexual **assault**. We shall provide **you** with a defense of such **claim** unless or until such act has been determined to have occurred, by any trial verdict, court ruling, regulatory ruling or legal admission, whether appealed or not. Such defense will not waive any of our rights under this Policy. Criminal proceedings are not covered under this Policy regardless of the allegations made against **you**;
- Q. any loss, cost or expense arising out of, relating to, or involving the actual, alleged or threatened exposure at any time to **asbestos**; or that may be awarded or incurred:
- 1. by reason of a **claim** or suit relating to **asbestos**; or
  - 2. in complying with a governmental directive or request to test for, monitor, clean up, remove, contain, or dispose of **asbestos**.

## VI. LIMIT OF LIABILITY

### A. Each **Claim**

The limits of liability stated on the **certificate of insurance** as applicable to “each **claim**” means that our liability for such **claim** shall not exceed such stated amount.

### B. Aggregate

Subject to provision A. above, limits of liability stated on the **certificate of insurance** as applicable to “all **claims** in the aggregate” means that our liability shall not exceed such stated amount.

### C. **Claim Expenses**

**Claim expenses** are in addition to our limits of liability.

### D. Multiple Insureds, **Claims** and Claimants

The limits of liability shown on the **certificate of insurance** is the maximum amount we will pay regardless of the number of **you** insured under this Coverage Part, **claims** made or persons or entities making **claims**.

### E. **Related Claims**

If **related claims** are made against **you**, all such **related claims** shall be considered a single **claim**, and the limits of liability applicable to such **claim** shall be the limits of liability applicable to the policy period in force when the act, error or omission, or earliest of **related acts, errors or omissions**, occurred.

## VII. DUTIES IN THE EVENT OF A CLAIM

The **named insured** must notify us, or our program administrator, in writing, as soon as practicable, of any act, error or omission, including **medical incidents, Good Samaritan incidents, placement services incidents or personal injury** that may result in a **claim**. To the extent possible, notice should include:

- A. How, when and where such act, error or omission or **claim** took place;
- B. The names and addresses of any injured persons or witnesses; and
- C. The nature and location of any **injury** or **damage** arising out of such act, error or omission or **claim**.