



HEALTHCARE PROVIDERS  
WORKPLACE LIABILITY COVERAGE PART

OCCURRENCE

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**THIS IS AN OCCURRENCE COVERAGE PART AND, SUBJECT TO ITS PROVISIONS, APPLIES ONLY TO ANY CLAIM WHICH IS THE RESULT OF INJURY OR DAMAGE THAT OCCURRED ON OR AFTER THE EFFECTIVE DATE OF COVERAGE, AND BEFORE THE EXPIRATION OF THE POLICY PERIOD STATED ON THE CERTIFICATE OF INSURANCE. CLAIM EXPENSES ARE IN ADDITION TO THE LIMIT OF LIABILITY.**

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**I. COVERAGE AGREEMENT**

**A. WORKPLACE LIABILITY**

Subject to paragraph B below, we will pay all amounts, up to the **Workplace** Liability limit of liability stated on the **certificate of insurance**, which **you** become legally obligated to pay, including **host liquor liability** and **products liability**, as a result of **injury** or **damage** to which this coverage part applies. We will also pay **claim expenses**. The **injury** or **damage** must be caused by an **occurrence** that happens at the **workplace** during the **policy period**.

**B. FIRE & WATER LEGAL LIABILITY**

With respect to the **named insured's** legal liability for **damage** to property in which the **named insured** does not have a financial interest or own, caused by:

1. fire;
2. discharge, leakage or overflow of water or steam from a plumbing, heating, refrigeration or air conditioning system; or
3. rain which enters directly into the building through open doors, windows, skylights, transoms or ventilators;

we will pay up to \$150,000 provided that the **named insured** does not assume liability under a contract or agreement greater than is imposed by law. The **damage** must be caused by an **occurrence** that happens at the **workplace** during the **policy period**.

**C. PERSONAL LIABILITY**

Where the **named insured** is a natural person, we will pay all amounts, up to the Personal Liability limits of liability stated on the **certificate of insurance**, that the **named insured** becomes legally obligated to pay for **injury** or **damage** as a result of a **personal liability claim**. The **injury** or **damage** must be caused by an **occurrence** that happens at **named insured's residence** and arises out of **named insured's** non-business activities. This coverage shall not apply to **damage** to property the **named insured** owns, rents, occupies or uses, or which is in the **named insured's** care, custody or control.

Coverage for **personal liability claims** will only apply if the **named insured** is a natural person with no **employees**.

**II. DEFENSE AND SETTLEMENT**

We have the right and duty to defend any **claim**. We will:

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

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

### III. ADDITIONAL DEFINITIONS

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

**“Host Liquor Liability”** means **injury** or **damage** arising out of the giving or serving of alcoholic beverages at functions incidental to **your** business providing:

1. **you** are not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages; or
2. there has not been an intentional violation of any statute, regulation or ordinance relating to the sale, gift, distribution or use of alcoholic beverages, committed by **you**, or at **your** direction.

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

**“Insured Contract”** means:

1. a lease of **business premises**;
2. a sidetrack agreement;
3. an easement or license agreement except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. an elevator maintenance agreement; or
6. that part of any other contract or agreement pertaining to the **named insured’s** business, including an indemnification of a municipality in connection with work performed for a municipality, under which the **named insured** assumes the tort liability of another party to pay for **injury** or **damage** to a third party if the contract or agreement is made prior to the **injury** or **damage**.

**“Insured Contract”** does not mean that part of any contract or agreement:

1. that indemnifies any entity for **injury** or **damage** arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing;
2. that indemnifies an architect, engineer or surveyor for **injury** or **damage** arising out of:
  - a. preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
  - b. giving directions or instructions, or failing to give them, if that is the primary cause of the **injury** or **damage**; or
3. that indemnifies any entity for **damage** by fire to **business premises** rented or loaned to the **named insured**.

**“Occurrence”** means an accident, including continuous or repeated exposure to conditions, which results in **injury** or **damage**.

**“Personal liability claim”** means a **claim** arising out of **injury** or **damage** to a third party that happens at the **named insured’s** personal **residence** and arises out of non-business activity.

**“Product”** means:

1. any healthcare goods or items manufactured or modified by:
  - a. the **named insured**; or
  - b. others trading under the **named insured’s** name; or
  - c. an entity whose business or assets the **named insured** has acquired; or
2. containers (other than vehicles), materials, parts or equipment furnished in connection with such healthcare goods or items.

“**Product**” does not include real property, or any goods and items that the **named insured** sells.

“**Products Liability**” means **injury** or **damage** caused by a **product**.

“**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 while acting within the scope of their employment by the **named insured**; or
2. any individual who, during the **policy period**, is or becomes a substitute health care provider, other than a physician, dentist, nurse anesthetist, nurse mid-wife, chiropractor, self-employed perfusionist, or podiatrist, that the **named insured** contracts with, but only while acting within the scope of their employment by 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 while acting within the scope of their employment by the **named insured**, during the course of such employment.

#### IV. 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 the **named insured** arising out of and in the course of employment by the **named insured**; or
2. a **family member** of that **employee** as a consequence of 1 above; or
3. the **named insured’s family member**.

This exclusion applies:

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

B. amounts which the **named insured** or any party must pay under any unemployment or workers’ compensation, disability benefits, or other similar law;

C. **injury** or **damage** resulting from any **professional services**, **placement services** or **personal injury**;

D. any liability the **named insured** assumes under any contract or agreement, other than an **insured contract**.

This exclusion does not apply to:

1. liability the **named insured** assumes 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 the **named insured** has 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. **injury** or **damage** resulting from an **occurrence** which is also a willful violation of a statute, ordinance or regulation imposing criminal penalties. We will defend any civil suit against **you** seeking amounts that would be covered if this exclusion did not apply. In such case, we will pay only **claim expenses** related to such defense;

G. **injury** or **damage** for which **you** may be held liable as a result of:

1. causing or contributing to the alcoholic beverage intoxication of any person; or

2. furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;

This exclusion does not apply to **host liquor liability**;

- H. **injury** or **damage** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving **you** 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**;
- I. loss, under any circumstances, due to nuclear reaction, radiation, or contamination, regardless of cause;
- J. 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;
- 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. any **claim** arising out of actual or alleged involvement in any:
  1. federal or state anti-trust law violation; or
  2. agreement or conspiracy to restrain trade;
- 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 effects of **pollutants**;
- N. 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**;
- O. **damage** to property **you** own, rent or occupy, hold for sale, or which has been given to **you** for storage or safekeeping except to the extent coverage would apply under Section I, paragraph B, Fire & Water legal liability;
- P. loss of use of tangible property which has not been physically damaged if:
  1. a delay in or lack of performance has been caused by or on **your** behalf under any contract or agreement; or
  2. **products** or work completed on the **named insured's** behalf do not meet the standards the **named insured** has warranted or represented;

We will cover loss of use of tangible property if:

1. the loss results from a sudden and accidental physical **damage** to or destruction of **products** or work completed by or on the **named insured's** behalf; and
2. **products** or work has been put to use by a person or organization other than the **named insured**;

- Q. **damage** to property while on the **business premises** to have operations performed on the property by or on the **named insured's** behalf;
- R. **damage** to tools or equipment while being used to perform operations;
- S. **damage** to property in **your** custody which **you** are to install, erect or use in any construction;
- T. **damage** to any property away from the **business premises**:
  - 1. upon which **you** or someone on **your** behalf is performing operations at the time the **damage** occurs; or
  - 2. which must be restored, repaired or replaced because of faulty workmanship by or on **your** behalf;
- U. **injury** or **damage** on leased **business premises**:
  - 1. after the **named insured** ceases to be a tenant of the leased **business premises**; or
  - 2. for structural alterations, new construction or demolition operations performed by or for the owner of the **business premises**.
- V. 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**;
- W. 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;
- X. by or on behalf of **you** against any other of **you**.

## V. LIMIT OF LIABILITY

### A. Each **Occurrence**

The limit of liability stated on the **certificate of insurance** for each **occurrence**, is the limit of our liability for all **injury** or **damage** arising out of, or in connection with the same **occurrence**. This limit applies regardless of the number of persons or organizations who are covered under this policy.

### B. Aggregate

Subject to provision A. above, the total limit of our liability for all **injury** and **damage** shall not exceed the limit of liability stated on the **certificate of insurance** as aggregate. The aggregate limit of liability applies to each **policy period** for all **occurrences** for which **claims** are made.

### C. **Claim expenses** are in addition to the limit of liability.

## VI. DUTIES IN THE EVENT OF AN OCCURRENCE, OFFENSE OR CLAIM

The **named insured** must notify us, or our program administrator, in writing, as soon as practicable, of an **occurrence**, an offense which may result in a **claim**, or a **claim**. To the extent possible, notice should include:

- A. How, when and where the **occurrence**, offense 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 the **occurrence**, offense or **claim**.