



CASE MANAGEMENT SERVICES LIABILITY COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the:

PROFESSIONAL LIABILITY COVERAGE PART

In consideration of the premium, solely for the purpose of the coverage provided by this endorsement, the Professional Liability Coverage Part is amended as follows:

I. DEFINITIONS

Section III, Coverage Part Definitions is amended as follows:

A. The following new definitions are added:

Case management means solely a systematic approach to:

- (i) identifying high risk/high cost patients;
- (ii) assessing opportunities to coordinate care;
- (iii) assessing and coordinating treatment options and services;
- (iv) developing treatment plans to improve quality and efficacy of care; and
- (v) managing a patient's total care to ensure optimum outcome.

Case management services means the rendering of **case management** or **utilization review**, performed by you for others.

Utilization review means solely:

- (i) recommendations concerning professional practice patterns of others for controlling patient costs;
- (ii) evaluations of the professional practice patterns of others for controlling patient costs or imposing any penalties;
- (iii) determinations regarding health care services to be provided by others to any participant of healthcare insurance; or
- (iv) determination of benefits paid by others to any participant of a health care insurance plan.

B. Subparagraph (i) of the definition of **claim** is deleted and replaced with the following:

- (i) **case management services** provided to such natural person.

C. The definition of **professional services** is amended to add the following:

Professional services also mean **case management services**.

II. EXCLUSIONS

Solely for the purpose of the coverage provided by this endorsement, Section IV, Exclusions Applicable To The Professional Liability Coverage Part is amended to add the following exclusions:

This Coverage Part does not apply to any **claim, damages, defense costs**, expenses, fees or loss based on, or arising out of:

- the commingling, misappropriation, or improper use of funds;
- the gaining of any personal profit or advantage to which you are not legally entitled;



- the participation in, design, or solicitation of any structured settlement proposal;
- any actuarial act, error or omission;
- any services rendered in the capacity as a lawyer or any mismanagement of legal affairs;
- your recommendation, approval or disapproval of any employee benefit plan assets;
- a governmental intervention, cease or desist order, or the insolvency, receivership, bankruptcy or inability to pay of any organization in which you have, directly or indirectly, placed or obtained coverage or in which you have, directly or indirectly, placed the funds of a client or account;
- any mechanical or electrical failure, including any electrical power interruption or surge, brownout, blackout, short circuit, over voltage, induction, or power fluctuations;
- the design, programming, distribution or sale of any computer system or program;
- the unauthorized use of confidential or proprietary information provided to you by a third party;
- any placement or referral of any insurance or bond;
- any notarized certification or acknowledgment of a signature without the physical appearance before you of the person who is, or claims to be, the person signing the instrument;
- any inability or failure to pay, collect, or safeguard funds, including, but not limited to, mismanagement of estates, properties, assets, or financial affairs;
- the lack of good faith or fair dealing in the handling of any claim or obligation arising out of or under an insurance contract or benefit plan. 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 **defense costs**;
- any **claim** brought or maintained, in whole or in part, by or on behalf of any **insured** against any other **insured**;
- any liability you have for a business or profession other than that named on the **COI**.

III. Solely for the purpose of the coverage provided by this endorsement, Section V., Coverage Part Limits Of Liability And Related Claims, is amended to add the following: All **damages** covered under this endorsement are subject to and included within the Professional Liability each **claim** and aggregate Limits of Liability set forth on the **COI**. There are no separate Limits of Liability afforded by this endorsement.

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.

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Insured Name:

Policy No:

Endorsement No:

Effective Date: