



**HEALTHCARE PROVIDERS
PROFESSIONAL LIABILITY COVERAGE PART
(OCCURRENCE)**

In consideration of the premium and subject to the **COI** and the General Terms and Conditions, the parties agree as follows:

I. INSURING AGREEMENT

We will pay on behalf of an **insured**, **damages** up to the applicable Limit of Liability as a result of a **claim** for a **wrongful act** that occurred during the **policy period**.

If the **wrongful act** had occurred in whole or in part prior to the **policy period**, then any continuation, change or resumption of such **wrongful act** or injury or damage arising therefrom, or any **related wrongful act** or injury or damage arising therefrom, that had occurred during or after the **policy period**, will be deemed to have occurred prior to the **policy period**.

We will pay **defense costs** in connection with a covered **claim**. Such **defense costs** are in addition to the applicable Limit of Liability.

II. SUPPLEMENTARY BENEFITS

The Supplementary Benefits are in addition to, and will not reduce, the Professional Liability Limits of Liability.

A. LICENSURE DEFENSE EXPENSES SUPPLEMENTARY BENEFIT

We will reimburse each natural person **insured** up to the applicable Limit shown on the **COI** for reasonable and necessary attorney fees, costs and expenses, including **Licensure Proceeding Supplemental Costs**, incurred in the defense of a **licensure proceeding**, provided that the **licensure incident** giving rise to the **licensure proceeding** took place during the **policy period**. **Licensure Proceeding Supplemental Costs** are included within, and are not in addition to, the Licensure Defense Expenses Limit shown on the **COI**.

Should an **insured** request reimbursement of such fees, costs and expenses, a written request must be sent to us within ninety (90) days of the date on which the licensing board or peer review committee renders a determination in the **licensure proceeding**.

The most that we will pay per **insured** for such fees, costs and expenses will be the maximum amount set forth in the **COI** regardless of the number of **licensure proceedings**. The most that we will pay for all fees, costs and expenses under this Licensure Defense Expenses Supplementary Benefit, regardless of the number of **insureds**, **licensure incidents**, or **licensure proceedings**, will be the aggregate amount set forth in the **COI**.

Any notice of such **licensure proceeding** provided by the **insured** to us will be deemed notice of an **incident** under General Terms and Conditions Section VII, Notice and Reporting, paragraph C, Notice of an Incident in Any Coverage Part.

B. SERVICES TO ANIMALS PROPERTY DAMAGE SUPPLEMENTARY BENEFIT

We will pay up to the Services to Animals Property Damage aggregate limit stated on the **COI** for all **property damage** arising from the rendering of **professional services** to animals during the **policy period** provided:

- (i) the **professional services** rendered to such animal(s) are not precluded by any governing authority;
- (ii) such damage was not intentionally caused; and
- (iii) such damage occurs during the **policy period**, and is reported to us with ninety (90) days after such damage occurred.

This Aggregate Limit is the most we will pay for all **property damage** to animals regardless of the number of animals, **insureds**, parties or requests for coverage.

The SERVICES TO ANIMALS Exclusion in the General Terms and Conditions will not apply with respect to this Supplementary Benefit.



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III. COVERAGE PART DEFINITIONS

Any defined word not defined in this Coverage Part will have the meaning assigned to it in the General Terms and Conditions.

Claim means a written demand for **damages** made against an **insured** and brought by a natural person (or such natural person's family member, legal guardian, estate, dependent, or beneficiary) to whom the **insured** is legally liable for injury sustained by such natural person as a result of:

- (i) **healthcare provider services** or **Good Samaritan services** provided to such natural person; or
- (ii) **placement services** or **formal review board activities** in connection with the care and treatment of such natural person.

Claim will not include any:

- (a) subpoena, request for medical records, patient incident report, variance report, or any other report made for loss prevention purposes;
- (b) demand or action seeking solely non-monetary or injunctive relief;
- (c) **HIPAA proceeding**;
- (d) criminal complaint or criminal proceeding, regardless of the allegations made against any **insured**.

COI means Certificate of Insurance.

Consulting services mean any:

- (i) advisory or implementation expertise or services provided to a third party on a matter outside of **healthcare provider services** rendered to a patient/client;
- (ii) any litigation consultation services including expert witness services;
- (iii) publications or authorship of any material intended for sale or distribution.

Employee means any natural person whose work was or is presently engaged and directed by the **named insured** entity.

Employee benefits program means a program providing any of the following benefits to **employees**, whether provided through a cafeteria plan or otherwise:

- (i) group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts; provided that no one other than an **employee** may subscribe to such benefits and such benefits are made generally available to those **employees** who satisfy the plan's eligibility requirements;
- (ii) profit sharing plans, savings plans, stock ownership plans, pension plans and stock subscription plans; provided that no one other than an **employee** may subscribe to such benefits and such benefits are made generally available to those **employees** who are eligible under the plan for such benefits;
- (iii) unemployment insurance, social security benefits, workers' compensation and disability benefits; or
- (iv) vacation plans, including buy and sell programs; leave of absence programs; tuition assistance plans; and transportation and health club subsidies.

ERISA means any actual or alleged violation of the Employee Retirement Income Security Act of 1974 (including the Consolidated Omnibus Budget Reconciliation Act of 1985)(COBRA) or similar laws, including United States federal, state and local statutory law, and any rules, regulations and amendments of such law or any such equivalent or similar foreign law.

Formal review board activities mean the activities of a natural person **insured** as a member of a formal accreditation, standards review, or other similar professional board or committee, including the directives of such board or committee; provided such activities are rendered while acting within the healthcare profession(s) set forth in the **COI**.



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Good Samaritan services mean services provided to others by a natural person **insured** in a sudden and unforeseen emergency situation for which no remuneration is expected, demanded or received.

Healthcare provider services mean those services that you are licensed, certified, accredited, trained or qualified to perform within the scope of practice recognized by the regulatory agency responsible for maintaining the standards of the healthcare profession(s) set forth in the **COI**, or that you provide as a **student**.

Insured means any natural person or entity acting in such capacity as:

- (i) the **named insured** natural person;
- (ii) the **named insured** entity;
- (iii) the **named insured** entity's current and former partners, officers, directors, or managers for **professional services** on behalf of the **named insured** entity;
- (iv) the **named insured** entity's **employees** for **professional services** while acting within the scope of his/her/their duties on behalf of the **named insured** entity;
- (v) any substitute healthcare provider with whom the **named insured** entity contracts to provide **professional services**, for **professional services** rendered by such provider on behalf of the **named insured** entity;
- (vi) any **student**.

Insured will not include any person acting in the capacity of a:

- (a) nurse-midwife or midwife;
- (b) physician, dentist, chiropractor, or podiatrist; or
- (c) self-employed perfusionist.

Licensure incident means: (i) a **wrongful act** related to **healthcare provider services** or **formal review board activities**; or (ii) an event or circumstance arising out of an actual or alleged violation of the standards that govern your profession.

Licensure proceeding means any inquiry, investigation or proceeding conducted by a state or federal licensing board or peer review committee to investigate charges of professional misconduct, incompetence, or physical or mental incapacity arising from a **licensure incident**. All such inquiries, investigations and proceedings arising out of the same actual or alleged conduct or actions will be deemed to be one single **licensure proceeding**.

Licensure proceeding will not include any appeal from the initial determination made by the licensing board or peer review committee.

Licensure Proceeding Supplemental Costs mean costs for an **insured's** travel, food, lodging and wage loss.

Managed care services mean services based on, or arising out of, the operation, ownership, management, or control of any health maintenance organization (HMO) or preferred provider organization (PPO) or other similar organization. **Managed care services** will not include services based solely on an **insured's** status as a provider of **professional services** to the enrollees of an HMO, PPO or other similar organization that is not owned, managed or controlled by an **insured**.

Placement services means services provided by an **insured** with respect to the staffing or assignment of healthcare providers who are eligible, qualified, certified, and licensed to provide **healthcare services** under applicable licensing, certification, or similar requirements in the applicable jurisdiction.

Professional services mean:

- (i) **healthcare provider services**;
- (ii) **placement services**;
- (iii) **formal review board activities**;
- (iv) **Good Samaritan services**.



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Related claims mean all **claims** arising out of: (i) a single **wrongful act**; or (ii) **related wrongful acts**. All **related claims** will be deemed a single **claim**.

Related wrongful acts mean all **wrongful acts** that are based on, arising out of, or are logically or causally connected by the same, or any related or common, or a series of related or common, facts, circumstances, transactions, situations, events, advice or decisions.

Student means a student while enrolled and engaged in the healthcare curriculum of an accredited school/program with the intent of receiving a professional designation, certification or degree as a healthcare provider in the specialty shown on the **COI**, but only while acting within the scope of his/her/their duties on behalf of the **named insured** entity.

Wrongful act means any actual or alleged act or error in the rendering of, or failure to render, **professional services** by an **insured** or by someone for whom the **insured** is legally liable.

IV. EXCLUSIONS APPLICABLE TO THE PROFESSIONAL LIABILITY COVERAGE PART

This Coverage Part does not apply to any **claim**, **damages**, **defense costs**, expenses, fees or loss:

ABUSE AND MOLESTATION

based on, arising out of, or in any way involving, in whole or in part, any **abuse and molestation act** or **abuse and molestation claim**; provided this exclusion will not apply to **damages** or **defense costs** with respect to an **abuse and molestation claim** up to the Abuse and Molestation Damages or Defense Costs aggregate sublimit, as applicable, if an amount is set forth in the **COI** regardless of the number of such **claims**. Such **damages** and **defense costs** are included within, and erode, the Professional Liability Limit of Liability. In the event an **abuse and molestation act** is established against an **insured** by: (i) a civil, criminal, administrative, licensing or regulatory adjudication (regardless of whether such adjudication is final); or (ii) legal admission by **such insured** then we will not pay any further **damages** or provide any further **defense costs** on behalf of such **insured** with respect to the **abuse and molestation claim**, or any other matter arising from such **abuse and molestation act**;

AUTO

based on, or arising out of, any actual or alleged ownership, maintenance, use, including operation, loading and/or unloading or transporting of patients, or entrustment to others of any aircraft, helipad, **auto**, **mobile equipment**, or watercraft;

CONSULTING SERVICES

based on, or arising out of, any actual or alleged **consulting services**;

CONTRACTUAL LIABILITY

based on, or arising out of, any liability you assume under any contract or agreement; provided this exclusion will not apply to:

- (i) liability that you would have in the absence of the contract or agreement;
- (ii) liability the **named insured** assumes in a contract with:
 - (a) a Health Maintenance Organization;
 - (b) a Preferred Provider Organization;
 - (c) an Independent Practice Association; or
 - (d) any other similar organization,

but solely with respect to the liability of the **named insured** for the **named insured's professional services**;

- (iii) a warranty of fitness for a particular purpose relating to therapeutic agents or supplies used in the course of treatment performed by you;



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DISCRIMINATION

based on, or arising out of, any actual or alleged **discrimination**, humiliation or **harassment**, that includes but will not be limited to **claims** based on an individual's race, creed, color, age, gender identity or expression, national origin, religion, disability, marital status, genetic information, political ideology, sex, sex characteristics or sexual orientation;

EMPLOYEE BENEFITS PROGRAM

based on, or arising out of, any actual or alleged administration of any **employee benefits program**;

ERISA

based on, or arising out of, **ERISA**;

EXPECTED OR INTENDED INJURY

based on, or arising out of, injury or damage you expected or intended or which a reasonable person would have expected; provided this exclusion will not apply to injury or damage resulting from the use of reasonable force to protect persons or property;

LICENSURE NONCOMPLIANCE

based on, or arising out of, any **wrongful act**:

- (i) that took place while the license, registration or certification of the **insured** (or other natural person or entity for whom the **insured** is legally liable) was revoked, suspended, inactive, invalid, lapsed or not in effect;
- (ii) for which an **insured** (or other natural person or entity for whom the **insured** is legally liable) was not properly licensed, registered or certified for **professional services** where such **professional services** were performed; or
- (iii) relating to the prescribing or dispensing of controlled substances while an **insured's** (or other natural person or entity for whom the **insured** is legally liable) license or registration to prescribe or dispense such controlled substances was revoked, suspended, inactive, invalid, lapsed or not in effect.

Provided this exclusion will not apply: (a) if such licensing, registration or certification has been waived specifically by such jurisdiction; (b) if the **professional services** were rendered during such jurisdiction's emergency health declaration which effectively waived such licensing, registration or certification; or (c) to the Licensure Defense Expenses Supplementary Benefit set forth in Section II, above.

MANAGED CARE SERVICES

based on, or arising out of, any actual or alleged **managed care services**;

MANUFACTURED PRODUCTS OR GOODS

based on, or arising out of, any products or goods manufactured, sold, handled, or distributed by you;

PERSONAL AND ADVERTISING INJURY

based on, or arising out of, any actual or alleged **personal and advertising injury**;

PROPERTY DAMAGE

based on, or arising out of, any actual or alleged **property damage**;

WRONGFUL EMPLOYMENT PRACTICES

based on, or arising out of, any actual or alleged matter relating to the responsibilities, obligations or duties of an employer to any **employee**, or prospective **employee**, including wage and hour, as imposed by **United States law** or common law, or any such equivalent or similar foreign law; provided this exclusion will not apply to any **claim** based on or arising out of **formal review board activities**.



V. **COVERAGE PART LIMITS OF LIABILITY AND RELATED CLAIMS**

A. Limit of Liability – Each Claim Limit

Subject to paragraph B below, the most we will pay for **damages** for each **claim** is the amount set forth in the **COI**.

B. Coverage Part Limit of Liability – Aggregate

The most we will pay for **damages** for all **claims** afforded coverage in this Coverage Part is set forth in the **COI** as the PL Aggregate Limit of Liability. This PL Aggregate Limit of Liability, subject to the provisions of this policy, is the most we will pay as **damages** regardless of the number of **claims**, **insureds**, **incidents**, parties or requests for coverage in this Coverage Part.

C. Settlement of Claims

We have the right to settle any **claim** as we deem reasonable.

D. Related Claims

With respect to any **claim** alleging, based on, arising out of, or in any way involving, in whole or in part, **related wrongful acts**, the each **claim** Limit of Liability applicable to the policy in effect at the time the earliest of the **related wrongful acts** first occurred will be the maximum amount available for such **claim**. In addition, all **related claims** will be treated as one **claim** that is subject to coverage only under the policy in effect at the time the earliest of the **related wrongful acts** underlying such **claim** first occurred.