

OPTIMIZE COVERAGE » HEALTH CARE PROVIDERS

Medical Professional Liability Coverage Highlights

Broad Coverage Trigger	A claim is first made when we receive notice of a claim or an event which may subsequently give rise to a claim.
Consent to Settle	We will not settle any medical professional liability claim without prior written consent of the policyholder. This provision does not apply in Wisconsin or Indiana due to state statute.
World-Wide Coverage	Coverage is provided anywhere in the world provided the claim is brought in the United States of America, its territories or possessions.
Limits of Liability	Limits apply separately to each individual and entity listed on the schedule of insureds. The limits also apply separately to each injured person. For birth related claims, one limit will apply to the child and a second limit will apply to the mother, if injured. If shared limits of liability are indicated, they apply on a shared basis.
Defense Costs and Prejudgment Interest	Defense costs and prejudgment interest are paid in addition to the policy limits. The limits of liability are not eroded by these payments.
Insured Expenses	Up to \$1,000 per day is provided for reasonable expenses, including lost income, that an insured incurs in complying with our specific request to attend a deposition or appear at a trial or similar formal proceeding. There is no aggregate.
Licensure Proceedings	Up to \$25,000 each complaint (\$25,000 each insured aggregate) is provided for fees charged by an attorney to represent an individual insured or an insured's employees to respond to a formal complaint from a governmental body responsible for the licensure of health care professionals.
Patient Medical Expense Coverage Insured Expenses	Up to \$10,000 per incident is provided for reimbursement for out of pocket patient medical expenses due to professional services provided by an insured resulting in an unanticipated injury or outcome, not including expenses charged by an insured.
Employee and Volunteer Workers Coverage	Coverage is automatically included for most employees and volunteer workers. For coverage to apply to nurse anesthetists, nurse midwives, heart-lung perfusionists, podiatrists, leased health care providers, interns, externs, residents and dental, osteopathic, chiropractic or medical doctors, they must be scheduled on the policy.
Locum Tenens (Substitute Provider)	Coverage is automatically provided to locum tenens on a shared limit basis if an insured agreed in a written agreement to provide professional liability insurance. Coverage does not apply in Indiana, Kansas, Nebraska and Wisconsin due to patient compensation fund requirements.
Vicarious Liability	Vicarious liability coverage is included for claims arising out of professional services that were or should have been provided by a person for whom the insured is liable.
Extended Reporting Period Provisions –if Claims-Made	The extended reporting period premium is waived in the event of death, total and permanent disability, attainment of age 60 with 15 years continuous coverage, attainment of age 62 with 10 years continuous coverage and permanent retirement with one year of continuous coverage with us.
Extended Reporting Period Limits of Liability –if Claims-Made	The aggregate limit for the reporting endorsement applies separately to each of the reporting periods: 1) The first 12 months following the date coverage was cancelled or not renewed; 2) The second 12 months following the date coverage was cancelled or not renewed; 3) Any remaining policy period the reporting endorsement is in effect.

The coverage provisions included in this document are part of MMIC, UMIA and Arkansas Mutual's standard policy form. The actual language of the policy issued will control the specific coverages available. In providing this summary, MMIC, UMIA and Arkansas Mutual does not waive any rights established by the policies it issues. State amendatory endorsements are not included in this summary.