

# OPTIMIZE COVERAGE » HOSPITALS & HEALTH CARE FACILITIES

## Medical Professional Liability Coverage Highlights

<b>Broad Coverage Trigger</b>	A claim is first made when we receive notice of a claim or an event which may subsequently give rise to a claim. For occurrence coverage, the coverage provided applies to professional services rendered during the policy period.
<b>Consent to Settle</b>	We will not settle any medical professional liability claim without prior written consent of the policyholder. This provision does not apply in Wisconsin and Indiana due to state statute.
<b>World-Wide Coverage</b>	Coverage is provided anywhere in the world provided the claim is brought in the United States of America, its territories or possessions.
<b>Primary Limits of Liability</b>	For medical professional liability coverage, limits 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.
<b>Defense Costs and Prejudgment Interest</b>	Defense costs and prejudgment interest are paid in addition to the policy limits. The limits of liability are not eroded by these payments.
<b>Vicarious Liability</b>	Vicarious liability coverage is included for claims against an insured arising out of the acts or omissions of any person for whom the insured is legally responsible.
<b>Insured Expenses</b>	Up to \$1,000 per day is provided for reasonable expenses, including lost income, 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 limit.
<b>Licensure Proceedings</b>	Up to \$25,000 each complaint (\$25,000 each insured aggregate) is provided for fees charged by an attorney retained by us 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.
<b>Patient Medical Expense Coverage</b>	Up to \$10,000 per incident (\$50,000 policy aggregate) 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.
<b>Broad Definition of Covered Individuals</b>	<p>The following individuals are covered while acting within the scope of their duties for an insured entity:</p> <ul style="list-style-type: none"> <li>» officers, directors, administrators;</li> <li>» employees and volunteers;</li> <li>» members of any formal accreditation, formal review board or committee;</li> <li>» Medical Directors, for administrative duties and direct patient care provided at the scene of an emergency or accident;</li> <li>» a student while acting in the course and scope of a training program within an insured entity's facility or on behalf of an insured entity; and</li> <li>» locum tenens under a written agreement with an insured.</li> </ul> <p><i>*For coverage to apply to podiatrists, leased health care providers, interns, externs, residents and dental, osteopathic, chiropractic or medical doctors, they must be specifically identified in a schedule or endorsement.</i></p>

# General Liability Coverage Highlights

<b>World-Wide Coverage</b>	Coverage is provided anywhere in the world provided the claim is brought in the United States of America, its territories or possessions.
<b>Defense Costs and Pre-judgment Interest</b>	Defense costs and prejudgment interest are paid in addition to the policy limits. The limits of liability are not eroded by these payments.
<b>Broad Definition of Covered Individuals</b>	The following individuals are covered while acting within the scope of their duties for an insured entity: <ul style="list-style-type: none"><li>» partners, members, stockholders, trustees and directors;</li><li>» employees and volunteers;</li><li>» an entity or organization acquired or formed (other than a joint venture) where the insured maintains ownership and a majority interest for 90 days or until the end of the policy period, whichever is earlier.</li></ul>
<b>Automatic Additional Insured Status</b>	A person or organization is an additional insured for liability resulting from the negligence of an insured provided: <ul style="list-style-type: none"><li>» the policyholder has agreed in a written contract to provide liability insurance, and</li><li>» the written contract is executed before a loss occurs.</li></ul>
<b>Events Coverage</b>	Coverage automatically extends to events held by an insured.
<b>Damage to Patients' Property</b>	Up to \$2,500 (\$10,000 policy aggregate) is provided for expenses incurred in repairing or replacing a patient's personal property if it was lost or damaged while it was in the care, custody or control of any insured.
<b>Premises Fire</b>	Up to \$100,000 is provided for property damage caused by a fire to the premises, including fixtures, rented by an insured entity.
<b>Medical Expenses</b>	Up to \$10,000 (\$30,000 policy aggregate) is provided for medical expenses incurred by any one person for bodily injury caused by an occurrence sustained by a person on premises you rent or own, or from activities in connection with your business.
<b>Insured Expenses</b>	Up to \$1,000 per day is provided for reasonable expenses, including lost income, 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 limit.

# Excess Liability Coverage Highlights

<b>Dual Towers</b>	Separate limits of liability apply to the Professional Liability Limit and the All Other Liability Limit providing two separate towers of liability.
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The coverage provisions included in this document are part of MMIC, UMIA or 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.