

State: District of Columbia **Filing Company:** ProAssurance Indemnity Company, Inc.
TOI/Sub-TOI: 17.2 Other Liability-Claims Made Only/17.2020 Commercial Umbrella and Excess
Product Name: Health Care Facility Excess Umbrella Liability Policy
Project Name/Number: TRIA 2015 ACT/

Filing at a Glance

Company: ProAssurance Indemnity Company, Inc.
Product Name: Health Care Facility Excess Umbrella Liability Policy
State: District of Columbia
TOI: 17.2 Other Liability-Claims Made Only
Sub-TOI: 17.2020 Commercial Umbrella and Excess
Filing Type: Form
Date Submitted: 09/29/2015
SERFF Tr Num: PCWA-130263821
SERFF Status: Closed-APPROVED
State Tr Num:
State Status:
Co Tr Num: DC-3448-HCF-UM

Effective Date 11/01/2015
Requested (New):
Effective Date 11/01/2015
Requested (Renewal):
Author(s): Latasha Campbell
Reviewer(s): Angela King (primary)
Disposition Date: 10/28/2015
Disposition Status: APPROVED
Effective Date (New): 01/01/2016
Effective Date (Renewal): 01/01/2016

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General Information

Project Name: TRIA 2015 ACT	Status of Filing in Domicile:
Project Number:	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 10/28/2015	
State Status Changed:	Deemer Date:
Created By: Latasha Campbell	Submitted By: Latasha Campbell
Corresponding Filing Tracking Number:	

Filing Description:

Please find enclosed revised forms, PRA-UM-025 09 15 and PRA-UM-035 09 15, for your review. These forms are used for hospitals and medical care facilities. These forms have been revised to comply with the definition of a certified act of terrorism in accordance with the TRIA 2015 legislation. I request the effective date of November 1, 2015. If you have any questions during the review process, please let me know.

Company and Contact

Filing Contact Information

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Franklin, TN 37067	

Filing Company Information

ProAssurance Indemnity Company, Inc.	CoCode: 33391	State of Domicile: Alabama
100 Brookwood Place	Group Code: 2698	Company Type: Property & Casualty
Birmingham, AL 35209	Group Name: ProAssurance	State ID Number:
(205) 877-4426 ext. [Phone]	FEIN Number: 63-0720042	

Filing Fees

Fee Required?	No
Retaliatory?	No
Fee Explanation:	

SERFF Tracking #:

PCWA-130263821

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
APPROVED	Angela King	10/28/2015	10/28/2015

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Status: APPROVED

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Readability Certificate	APPROVED	Yes
Supporting Document	Consulting Authorization	APPROVED	Yes
Supporting Document	Copy of Trust Agreement	APPROVED	Yes
Supporting Document	Expedited SERFF Filing Transmittal Form	APPROVED	Yes
Supporting Document	Redlines of Changes	APPROVED	Yes
Form	Definitions Part	APPROVED	Yes
Form	General Exclusions	APPROVED	Yes

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Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data		Readability Score	Attachments
							Previous Filing Number:	Replaced Form Number:		
1	APPROVED 10/28/2015	Definitions Part	PRA-UM-025	09 15	PCF	Replaced	Previous Filing Number:	PCWA-128343978		PRA-UM-025 09 15 Definitions Part.pdf
							Replaced Form Number:	PRA-UM-025 05 07		
2	APPROVED 10/28/2015	General Exclusions	PRA-UM-035	09 15	PCF	Replaced	Previous Filing Number:	PCWA-128343978		PRA-UM-035 09 15 General Exclusions.pdf
							Replaced Form Number:	PRA-UM-035 05 07		

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	OTH	Other

HEALTH CARE FACILITY EXCESS UMBRELLA LIABILITY POLICY

DEFINITIONS PART

As used in the **policy**, the following terms shall, except as otherwise provided in any Coverage Part or endorsement forming a part of the **policy**, have the following meanings:

Advertising injury means injury arising out of one or more of the following offenses, which takes place at or from a **scheduled facility**:

1. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
2. Oral or written publication of material that violates a person's right of privacy;
3. Misappropriation of advertising ideas or style of doing business; or
4. Infringement of copyright, title or slogan.

Aggregate limit means the maximum amount stated in an **underlying policy** for which the **underlying insurer** will be liable, regardless of the number of covered claims.

Auto means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment.

Bodily injury means physical bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

Certified act of terrorism means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Program Reauthorization Act of 2015, as modified by the Terrorism Risk Insurance Program Reauthorization Extension Act of 2015. The Act sets forth the following criteria for a certified act of terrorism:

1. The act resulted in aggregate losses in excess of \$5 million; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Cover Page means the Cover Page, or any renewal or modification thereof, forming a part of the **policy**. The terms of the **Cover Page** which is in effect at the time coverage attaches (which may be the time an event occurs or the time a report is made, as described in the respective Coverage Part) will apply to any claim or **suit**, even if the **policy** is later amended.

Coverage effective date means the date so designated in the **Coverage Summary**.

Coverage Summary means the Coverage Summary, or any renewal or modification thereof, forming a part of the **policy**. The terms of the **Coverage Summary** which is in effect at the time coverage attaches (which may be the time an event occurs or the time a report is made, as described in the respective Coverage Part) will apply to any claim or **suit**, even if the **policy** is later amended.

Coverage territory means the United States of America (including its territories and possessions), Puerto Rico and Canada.

Covered subsidiary means (1) any **subsidiary** so designated on the **Coverage Summary** and (2) any **subsidiary** created or acquired during the **policy period**; provided that, within sixty (60) days after the creation or acquisition thereof, the **policyholder** provides full details of the transaction under which the **subsidiary** was created or acquired, the **policyholder** pays any applicable premium, and the **subsidiary** is added as an **insured** by endorsement to the **policy**.

Defense costs means reasonable and necessary costs incurred by or on behalf of an **insured** in the investigation, defense, negotiation and settlement of any claim or **suit**. **Defense costs** include, but are not limited to, attorneys' fees, witness fees, expert fees, travel expenses, medical examinations, investigative reports, the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the **policy** applies, the cost of bonds to release attachments, costs taxed against an **insured** in any **suit**, prejudgment interest awarded against an **insured** and interest on any judgment accruing after entry of the judgment. **Defense costs** do not include earnings lost by any **insured** or compensation or benefits paid or payable to any **employee**.

Discharge of pollutants means:

1. The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:

- a. At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any **insured**;
 - b. At or from any premises, site or location which is or was at any time used by an **insured** for the handling, storing, disposing, processing or treating of **pollutants**;
 - c. Which are or were at any time transported, handled, stored, treated, disposed of or processed as waste by or for an **insured** or any person for whom an **insured** may be legally responsible; or
 - d. At or from any premises, site or location on which an **insured** or any contractors or subcontractors working directly or indirectly on any **insured's** behalf are performing operations:
 - (1) If the **pollutants** are brought on or to the premises, site or location in connection with such operations by such **insured**, contractor or subcontractor; or
 - (2) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to, or assess the effects of **pollutants**; or
2. Any loss, cost or expense arising out of any:
- a. Request, demand or order that any **insured** 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**, or
 - b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.

Employee means a person on the regular payroll of the **policyholder**, an **other insured** or a **covered subsidiary** who has federal income taxes withheld from his or her compensation and who has an assigned work schedule.

Extended reporting period means any period of time after expiration of the **policy period** during which any claim or **suit** may be **reported**, under a Coverage Part providing coverage on a claims-made basis, by reason of the issuance of a **reporting endorsement**.

Injury means **bodily injury** or **personal injury**.

Insured means any person or organization qualifying as such under the respective Coverage.

Insured contract means:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement;
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 **policyholder's** business under which the **policyholder** assumes the "tort liability" of another party to pay for **bodily injury** or **property damage** to a third person or organization. As used herein, "tort liability" means a liability that would be imposed by law in the absence of any contract or agreement.

An **insured contract** does not include that part of any contract or agreement that indemnifies any person or organization for damage by fire to premises rented or loaned to an **insured**.

Leased employee means a person leased to the **policyholder** or **covered subsidiary** by a labor leasing firm, under a written agreement between the **policyholder** or **covered subsidiary** and the labor leasing firm, to perform duties related to the conduct of the **policyholder's**, or **covered subsidiary's**, business.

Loading or unloading means the handling of property:

1. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or **auto**;
2. While it is in or on an aircraft, watercraft or **auto**; or
3. While it is being moved from an aircraft, watercraft or **auto** to the place where it is finally delivered; but **loading or unloading** does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or **auto**.

Managed care organization means a health maintenance organization, physician provider organization, preferred provider organization, physician/hospital organization, independent practice association, managed services organization or other organization responsible for managing or financing the delivery of health care to patients.

Minimum retention means the amount which the **insureds** are obligated to pay for damages covered by any Coverage Part of the **policy**, as a result of either (1) the fact that such damages are not covered by the applicable **underlying insurance**, as specified in the **Coverage Summary** for such Coverage Part, or (2) exhaustion of the limits of liability of such **underlying insurance**.

Occurrence means:

1. With respect to **bodily injury** and **property damage**, an accident, including continuous or repeated exposure to substantially the same general harmful conditions, that takes place at or from a **scheduled facility**; or
2. With respect to offenses committed by an **insured** resulting in **personal injury** or **advertising injury**, all such injury sustained by any one person or organization.

Other insured means a person or organization so designated in the **Coverage Summary** or an endorsement to the **policy**.

Personal injury means injury, other than **bodily injury**, arising out of one or more of the following offenses, which takes place at or from a **scheduled facility**:

1. False arrest, detention or imprisonment;
2. Malicious prosecution;
3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
4. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
5. Oral or written publication of material that violates a person's right of privacy.

Policy shall have the meaning given on the **Cover Page**.

Policyholder means the person or organization so designated on the **Cover Page**.

Policy period names the period specified as such in the **Coverage Summary**.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals and wastes (including materials to be recycled, reconditioned or reclaimed).

Primary coverage means:

1. In the case of coverages written excess of a **self-insured retention**, the **self-insured retention** for such Coverage Part specified in the **Coverage Summary**; or
2. In the case of umbrella coverages, the applicable **underlying insurance**.

Professional health care services means:

1. Medical, surgical, dental, x-ray or nursing treatment provided to patients, including the furnishing or dispensing of food, beverages, drugs or medical, dental or surgical supplies or appliances in connection therewith;
2. Handling of or performing postmortem examinations on human bodies; and
3. Service by any **insured** as a member of a formal accreditation, standards review or similar professional board or committee of the **policyholder**, having jurisdiction over the health care provided by the **policyholder**, or acting at the written direction of any such board or committee.

Professional incident means any act or omission in the furnishing of **professional health care services**, occurring at or from a **scheduled facility**, or as emergency care, rendered gratuitously and in good faith, at the scene of an accident. Any such act or omission, together with all other acts or omissions in the furnishing of **professional health care services** to any one person shall be considered one **professional incident**. In no event shall separate, discrete events or injuries that occur during a single medical procedure or course of treatment constitute more than one **professional incident**. For purposes of this definition, treatment of mother and fetus (or fetuses) from conception through postpartum care constitutes a single **professional incident**, and a continuing course of treatment or repeated exposure to substantially the same conditions constitutes a single **professional incident**.

Property damage means:

1. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

2. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it.

Report, reported, and reporting mean the receipt by **our** Claims Department, from an **insured** or its representative, of written notice of a claim or **suit** which has been made or filed, or which an **insured** reasonably expects to be made or filed, under any Coverage Part providing coverage on a claims-made basis, specifying (1) the date, time, and place of the **professional incident, occurrence, injury**, or medical payment to which this insurance applies, (2) a description of the **professional incident, occurrence, injury**, or medical payment to which this insurance applies, (3) the name, address, and age of the patient or claimant, (4) the names of witnesses, including treating physicians, and (5) the circumstances resulting in the **professional incident, occurrence, injury**, or medical payment to which this insurance applies. If **we** have designated a form for the **reporting** of claims or **suits**, the **report** must be made by means of such form, which must be fully completed and signed as provided therein. Disclosure of incidents by an **insured** as a part of engineering or loss control services or claims audits made in connection with self-insured retention programs shall not be considered the **reporting** of a claim or **suit**.

Reporting endorsement means an endorsement to a Coverage Part which provides coverage on a claims-made basis providing for an **extended reporting period**.

Retroactive date means the retroactive date applicable to a Coverage Part which provides coverage on a claims-made basis, as specified in the **Coverage Summary**.

Scheduled facility means (1) a health care facility listed in the **Coverage Summary** or (2) a health care facility which is acquired, rented or occupied by the **policyholder** during the **policy period**; provided that, within sixty (60) days after the acquisition or occupation thereof, the **policyholder** provides full details of the transaction under which the facility was acquired or occupied, the **policyholder** pays any applicable premium, and the facility is added as a **scheduled facility** by endorsement to the **policy**. Mobile or ambulatory services, such as home health care or air-ambulance services, provided out of or from a **scheduled facility**, will be considered as having been provided at such **scheduled facility**.

Self-insured retention means, for each Coverage Part written excess of a Self-Insured Retention, the amount specified in the **Coverage Summary**.

Subsidiary means any entity of which the **policyholder** has or controls the right to elect or appoint more than fifty percent (50%) of the directors or trustees.

Suit means a civil proceeding in which damages are alleged against an **insured** which would be covered by the **policy**. **Suit** includes:

1. An arbitration proceeding in which such damages are claimed and to which an **insured** must submit or does submit with **our** consent; or
2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which an **insured** submits with **our** consent.

Underlying insurance means the liability insurance coverage provided under policies described in the "Schedule of Primary Coverage" for each respective Coverage Part, in the **Coverage Summary**, including any policies issued to replace those policies that provide (a) at least the same policy limits, (b) the same coverage, except as **we** may agree in writing, and (c) the same retroactive date, if issued on a claims-made basis.

Underlying insurer means any insurer which issues a policy of **underlying insurance**.

Underlying policy means a policy providing **underlying insurance**.

We, our and **us** refer to the insurance company issuing the **policy**, which is designated as "THE COMPANY" on the **Cover Page**.

Wrongful act means any actual or alleged error, omission, misstatement, misleading statement or breach of duty by an **insured** while acting within the scope of his or her duties as a director, officer, trustee, **employee**, volunteer, or member of the staff, faculty or duly constituted committee, of the **policyholder** or a **covered subsidiary**.

HEALTH CARE FACILITY EXCESS UMBRELLA LIABILITY POLICY

GENERAL EXCLUSIONS

A. NUCLEAR ENERGY LIABILITY EXCLUSION

1. The **policy** does not apply:

a. to **bodily injury** or **property damage**:

- (1) With respect to which any **insured** is also insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the such **insured** is, or had the **policy** not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization;

b. to **bodily injury** or **property damage** resulting from the "hazardous properties" of "nuclear material," if:

- (1) The "nuclear material" (1) is at any nuclear facility owned by, or operated by or on behalf of, any **insured** or (2) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of any **insured**; or
- (3) The **bodily injury** or **property damage** arises out of the furnishing by any **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility.

2. As used in this exclusion:

"Hazardous properties" include radioactive, toxic or explosive properties.

"Nuclear material" means "source material," "special nuclear material" or "byproduct material."

"Source material," "special nuclear material" and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor."

"Waste" means any waste material (1) containing "byproduct material" and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of "nuclear facility" under paragraph (1) or (2) thereof.

"Nuclear facility" means

- a. Any "nuclear reactor";
- b. Any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing "spent fuel," or (iii) handling, processing or packaging "waste";
- c. Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if any time the total amount of such material in the custody of an **insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or
- d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

This exclusion does not apply to the liability of any **insured**, otherwise covered by the **policy**, arising out of the practice of nuclear medicine or activities related to nuclear medicine by the **policyholder**.

B. ASBESTOS EXCLUSION

The **policy** does not apply to liability for **bodily injury, property damage**, disability, shock, mental anguish or mental injury at any time arising out of the manufacture of, mining of, use of, or exposure to asbestos products, asbestos fibers or asbestos dust, or to any obligation of any **insured** to indemnify any party because of damages arising out of such **bodily injury, property damage**, disability, shock, mental anguish, or mental injury at any time as a result of the manufacture of, mining of, use of, or exposure to asbestos products, asbestos fibers, or asbestos dust.

C. CAPS ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

With respect to any one or more **certified acts of terrorism**, we will not pay any amounts for which we are not responsible under the terms of the federal Terrorism Risk Insurance Program Reauthorization Act of 2015 (including subsequent acts of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

State: District of Columbia **Filing Company:** ProAssurance Indemnity Company, Inc.
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Supporting Document Schedules

Bypassed - Item:	Readability Certificate
Bypass Reason:	Not applicable.
Attachment(s):	
Item Status:	APPROVED
Status Date:	10/28/2015

Bypassed - Item:	Consulting Authorization
Bypass Reason:	Not applicable.
Attachment(s):	
Item Status:	APPROVED
Status Date:	10/28/2015

Bypassed - Item:	Copy of Trust Agreement
Bypass Reason:	Not applicable.
Attachment(s):	
Item Status:	APPROVED
Status Date:	10/28/2015

Satisfied - Item:	Expedited SERFF Filing Transmittal Form
Comments:	
Attachment(s):	Expedited SERFF Filing Transmittal for TRIA.pdf
Item Status:	APPROVED
Status Date:	10/28/2015

Satisfied - Item:	Redlines of Changes
Comments:	
Attachment(s):	Redline- PRA-UM-025 05 07 to 09 15 Definitions Part.pdf Redline -PRA-UM-035 05 07 to 09 15 General Exclusions.pdf
Item Status:	APPROVED
Status Date:	10/28/2015

**EXPEDITED SERFF FILING TRANSMITTAL DOCUMENT
FOR TERRORISM RISK INSURANCE FORMS AND PRICING**

Indicate Type of Filing
<input checked="" type="checkbox"/> Filing Related to <i>Certified Losses</i>
<input type="checkbox"/> Filing Related to <i>Non-Certified Losses</i>
<input type="checkbox"/> Filing Applicable to Both Certified and Non-Certified Losses

This abbreviated filing transmittal document should be used in conjunction with a SERFF filing only.

To be complete, a filing must include the following:

- A completed Expedited Filing Transmittal Document
- One copy of each endorsement, disclosure form and/or other policy language, unless the insurer has given an advisory organization authorization to file them on its behalf
- A copy of the rates, rating systems and supporting documentation, if applicable
- The appropriate filing fees, if applicable

The insurer(s) submitting this filing certifies that it:

- Is in compliance with the terms of the Terrorism Risk Insurance Act, as amended, and/or the laws of this state
- Is in compliance with state's requirements with respect to terrorism coverage; and
- Is in compliance with the requirements of the bulletin containing the voluntary expedited filing procedures.

Electronic Signature:



HEALTH CARE FACILITY EXCESS UMBRELLA LIABILITY POLICY

DEFINITIONS PART

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1. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
2. Oral or written publication of material that violates a person's right of privacy;
3. Misappropriation of advertising ideas or style of doing business; or
4. Infringement of copyright, title or slogan.

Aggregate limit means the maximum amount stated in an **underlying policy** for which the **underlying insurer** will be liable, regardless of the number of covered claims.

Auto means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment.

Bodily injury means physical bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

Certified act of terrorism means an act that is certified by the Secretary of the Treasury, in ~~concurrency~~ consultation with the Secretary of State Homeland Security and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Program Reauthorization Act of 2002. The federal 2015, as modified by the Terrorism Risk Insurance Program Reauthorization Extension Act of 2002 2015. The Act sets forth the following criteria for a certified act of terrorism:

1. The act resulted in aggregate losses in excess of \$5 million; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals ~~acting on behalf of any foreign person or foreign interest~~, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Cover Page means the Cover Page, or any renewal or modification thereof, forming a part of the **policy**. The terms of the **Cover Page** which is in effect at the time coverage attaches (which may be the time an event occurs or the time a report is made, as described in the respective Coverage Part) will apply to any claim or **suit**, even if the **policy** is later amended.

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Coverage territory means the United States of America (including its territories and possessions), Puerto Rico and Canada.

Covered subsidiary means (1) any **subsidiary** so designated on the **Coverage Summary** and (2) any **subsidiary** created or acquired during the **policy period**; provided that, within sixty (60) days after the creation or acquisition thereof, the **policyholder** provides full details of the transaction under which the **subsidiary** was created or acquired, the **policyholder** pays any applicable premium, and the **subsidiary** is added as an **insured** by endorsement to the **policy**.

Defense costs means reasonable and necessary costs incurred by or on behalf of an **insured** in the investigation, defense, negotiation and settlement of any claim or **suit**. **Defense costs** include, but are not limited to, attorneys' fees, witness fees, expert fees, travel expenses, medical examinations, investigative reports, the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the **policy** applies, the cost of bonds to release attachments, costs taxed against an **insured** in any **suit**, prejudgment interest awarded against an

insured and interest on any judgment accruing after entry of the judgment. **Defense costs** do not include earnings lost by any **insured** or compensation or benefits paid or payable to any **employee**.

Discharge of pollutants means:

1. The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:
 - a. At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any **insured**;
 - b. At or from any premises, site or location which is or was at any time used by an **insured** for the handling, storing, disposing, processing or treating of **pollutants**;
 - c. Which are or were at any time transported, handled, stored, treated, disposed of or processed as waste by or for an **insured** or any person for whom an **insured** may be legally responsible; or
 - d. At or from any premises, site or location on which an **insured** or any contractors or subcontractors working directly or indirectly on any **insured's** behalf are performing operations:
 - (1) If the **pollutants** are brought on or to the premises, site or location in connection with such operations by such **insured**, contractor or subcontractor; or
 - (2) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to, or assess the effects of **pollutants**; or
2. Any loss, cost or expense arising out of any:
 - a. Request, demand or order that any **insured** 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**, or
 - b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.

Employee means a person on the regular payroll of the **policyholder**, an **other insured** or a **covered subsidiary** who has federal income taxes withheld from his or her compensation and who has an assigned work schedule.

Extended reporting period means any period of time after expiration of the **policy period** during which any claim or **suit** may be **reported**, under a Coverage Part providing coverage on a claims-made basis, by reason of the issuance of a **reporting endorsement**.

Injury means **bodily injury** or **personal injury**.

Insured means any person or organization qualifying as such under the respective Coverage.

Insured contract means:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement;
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 **policyholder's** business under which the **policyholder** assumes the "tort liability" of another party to pay for **bodily injury** or **property damage** to a third person or organization. As used herein, "tort liability" means a liability that would be imposed by law in the absence of any contract or agreement.

An **insured contract** does not include that part of any contract or agreement that indemnifies any person or organization for damage by fire to premises rented or loaned to an **insured**.

Leased employee means a person leased to the **policyholder** or **covered subsidiary** by a labor leasing firm, under a written agreement between the **policyholder** or **covered subsidiary** and the labor leasing firm, to perform duties related to the conduct of the **policyholder's**, or **covered subsidiary's**, business.

Loading or unloading means the handling of property:

1. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or **auto**;
2. While it is in or on an aircraft, watercraft or **auto**; or

3. While it is being moved from an aircraft, watercraft or **auto** to the place where it is finally delivered; but **loading or unloading** does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or **auto**.

Managed care organization means a health maintenance organization, physician provider organization, preferred provider organization, physician/hospital organization, independent practice association, managed services organization or other organization responsible for managing or financing the delivery of health care to patients.

Minimum retention means the amount which the **insureds** are obligated to pay for damages covered by any Coverage Part of the **policy**, as a result of either (1) the fact that such damages are not covered by the applicable **underlying insurance**, as specified in the **Coverage Summary** for such Coverage Part, or (2) exhaustion of the limits of liability of such **underlying insurance**.

Occurrence means:

1. With respect to **bodily injury** and **property damage**, an accident, including continuous or repeated exposure to substantially the same general harmful conditions, that takes place at or from a **scheduled facility**; or
2. With respect to offenses committed by an **insured** resulting in **personal injury** or **advertising injury**, all such injury sustained by any one person or organization.

Other insured means a person or organization so designated in the **Coverage Summary** or an endorsement to the **policy**.

Personal injury means injury, other than **bodily injury**, arising out of one or more of the following offenses, which takes place at or from a **scheduled facility**:

1. False arrest, detention or imprisonment;
2. Malicious prosecution;
3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
4. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
5. Oral or written publication of material that violates a person's right of privacy.

Policy shall have the meaning given on the **Cover Page**.

Policyholder means the person or organization so designated on the **Cover Page**.

Policy period names the period specified as such in the **Coverage Summary**.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals and wastes (including materials to be recycled, reconditioned or reclaimed).

Primary coverage means:

1. In the case of coverages written excess of a **self-insured retention**, the **self-insured retention** for such Coverage Part specified in the **Coverage Summary**; or
2. In the case of umbrella coverages, the applicable **underlying insurance**.

Professional health care services means:

1. Medical, surgical, dental, x-ray or nursing treatment provided to patients, including the furnishing or dispensing of food, beverages, drugs or medical, dental or surgical supplies or appliances in connection therewith;
2. Handling of or performing postmortem examinations on human bodies; and
3. Service by any **insured** as a member of a formal accreditation, standards review or similar professional board or committee of the **policyholder**, having jurisdiction over the health care provided by the **policyholder**, or acting at the written direction of any such board or committee.

Professional incident means any act or omission in the furnishing of **professional health care services**, occurring at or from a **scheduled facility**, or as emergency care, rendered gratuitously and in good faith, at the scene of an accident. Any such act or omission, together with all other acts or omissions in the furnishing of **professional health care services** to any one person shall be considered one **professional incident**. In no event shall separate, discrete events or injuries that occur during a single medical procedure or course of treatment constitute more than one **professional incident**. For purposes of this definition, treatment of mother and fetus (or fetuses) from conception through postpartum care constitutes

a single **professional incident**, and a continuing course of treatment or repeated exposure to substantially the same conditions constitutes a single **professional incident**.

Property damage means:

1. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
2. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it.

Report, reported, and reporting mean the receipt by **our** Claims Department, from an **insured** or its representative, of written notice of a claim or **suit** which has been made or filed, or which an **insured** reasonably expects to be made or filed, under any Coverage Part providing coverage on a claims-made basis, specifying (1) the date, time, and place of the **professional incident, occurrence, injury**, or medical payment to which this insurance applies, (2) a description of the **professional incident, occurrence, injury**, or medical payment to which this insurance applies, (3) the name, address, and age of the patient or claimant, (4) the names of witnesses, including treating physicians, and (5) the circumstances resulting in the **professional incident, occurrence, injury**, or medical payment to which this insurance applies. If **we** have designated a form for the **reporting** of claims or **suits**, the **report** must be made by means of such form, which must be fully completed and signed as provided therein. Disclosure of incidents by an **insured** as a part of engineering or loss control services or claims audits made in connection with self-insured retention programs shall not be considered the **reporting** of a claim or **suit**.

Reporting endorsement means an endorsement to a Coverage Part which provides coverage on a claims-made basis providing for an **extended reporting period**.

Retroactive date means the retroactive date applicable to a Coverage Part which provides coverage on a claims-made basis, as specified in the **Coverage Summary**.

Scheduled facility means (1) a health care facility listed in the **Coverage Summary** or (2) a health care facility which is acquired, rented or occupied by the **policyholder** during the **policy period**; provided that, within sixty (60) days after the acquisition or occupation thereof, the **policyholder** provides full details of the transaction under which the facility was acquired or occupied, the **policyholder** pays any applicable premium, and the facility is added as a **scheduled facility** by endorsement to the **policy**. Mobile or ambulatory services, such as home health care or air-ambulance services, provided out of or from a **scheduled facility**, will be considered as having been provided at such **scheduled facility**.

Self-insured retention means, for each Coverage Part written excess of a Self-Insured Retention, the amount specified in the **Coverage Summary**.

Subsidiary means any entity of which the **policyholder** has or controls the right to elect or appoint more than fifty percent (50%) of the directors or trustees.

Suit means a civil proceeding in which damages are alleged against an **insured** which would be covered by the **policy**. **Suit** includes:

1. An arbitration proceeding in which such damages are claimed and to which an **insured** must submit or does submit with **our** consent; or
2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which an **insured** submits with **our** consent.

Underlying insurance means the liability insurance coverage provided under policies described in the "Schedule of Primary Coverage" for each respective Coverage Part, in the **Coverage Summary**, including any policies issued to replace those policies that provide (a) at least the same policy limits, (b) the same coverage, except as **we** may agree in writing, and (c) the same retroactive date, if issued on a claims-made basis.

Underlying insurer means any insurer which issues a policy of **underlying insurance**.

Underlying policy means a policy providing **underlying insurance**.

We, our and **us** refer to the insurance company issuing the **policy**, which is designated as "THE COMPANY" on the **Cover Page**.

Wrongful act means any actual or alleged error, omission, misstatement, misleading statement or breach of duty by an **insured** while acting within the scope of his or her duties as a director, officer, trustee, **employee**, volunteer, or member of the staff, faculty or duly constituted committee, of the **policyholder** or a **covered subsidiary**.

HEALTH CARE FACILITY EXCESS UMBRELLA LIABILITY POLICY

GENERAL EXCLUSIONS

A. NUCLEAR ENERGY LIABILITY EXCLUSION

1. The **policy** does not apply:
 - a. to **bodily injury** or **property damage**:
 - (1) With respect to which any **insured** is also insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the such **insured** is, or had the **policy** not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization;
 - b. to **bodily injury** or **property damage** resulting from the "hazardous properties" of "nuclear material," if:
 - (1) The "nuclear material" (1) is at any nuclear facility owned by, or operated by or on behalf of, any **insured** or (2) has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of any **insured**; or
 - (3) The **bodily injury** or **property damage** arises out of the furnishing by any **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility.

2. As used in this exclusion:

"Hazardous properties" include radioactive, toxic or explosive properties.

"Nuclear material" means "source material," "special nuclear material" or "byproduct material."

"Source material," "special nuclear material" and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor."

"Waste" means any waste material (1) containing "byproduct material" and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of "nuclear facility" under paragraph (1) or (2) thereof.

"Nuclear facility" means

- a. Any "nuclear reactor";
- b. Any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing "spent fuel," or (iii) handling, processing or packaging "waste";
- c. Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if any time the total amount of such material in the custody of an **insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or
- d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

This exclusion does not apply to the liability of any **insured**, otherwise covered by the **policy**, arising out of the practice of nuclear medicine or activities related to nuclear medicine by the **policyholder**.

B. ASBESTOS EXCLUSION

The **policy** does not apply to liability for **bodily injury, property damage**, disability, shock, mental anguish or mental injury at any time arising out of the manufacture of, mining of, use of, or exposure to asbestos products, asbestos fibers or asbestos dust, or to any obligation of any **insured** to indemnify any party because of damages arising out of such **bodily injury, property damage**, disability, shock, mental anguish, or mental injury at any time as a result of the manufacture of, mining of, use of, or exposure to asbestos products, asbestos fibers, or asbestos dust.

C. CAPS ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

With respect to any one or more **certified acts of terrorism**, we will not pay any amounts for which we are not responsible under the terms of the federal Terrorism Risk Insurance [Program Reauthorization Act of 2002](#) ~~2015~~ (including subsequent acts of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.