

HEALTHCARE PROFESSIONAL LIABILITY POLICY

OB/GYN RPG ENDORSEMENT

POLICYHOLDER:

ENDORSEMENT EFFECTIVE DATE:

POLICY NUMBER:

The **policy** is hereby amended as follows:

This endorsement applies only to **professional incidents** (1) involving an **insured** listed in the Ob-Gyn Risk Alliance (OBRA) Program Schedule below and (2) occurring during the OBRA Coverage Period for that **insured** as shown in the OBRA Program Schedule.

I. The definition of **professional incident** is deleted and replaced with the following:

Professional incident means:

- A. a single act or omission, or a series of related acts or omissions during a continuing course of **professional services**, arising out of the rendering of, or failure to render, **professional services** to any one person by an **insured** or any person for whose acts or omissions an **insured** is legally responsible, which results, or is likely to result, in a claim for **damages**; or
- B. a single act or omission or a series of related acts or omissions by an **insured professional** during the performance of **peer review services** which results, or is likely to result, in a claim for **damages**.

In no event shall separate, discrete events or injuries that occur during a single medical procedure or continuing course of related treatments constitute more than one **professional incident**. In all cases involving a series of related acts or omissions during a continuing course of **professional services**, the **professional incident** shall be deemed to have occurred at the time of the earliest act or omission comprising that **professional incident**, even if it began before the **retroactive date**.

II. The definition of **report**, **reported**, and **reporting** is deleted and replaced with the following:

Report, **reported**, and **reporting** mean, when used with respect to a **professional incident**, the giving by an **insured** or his or her representative of notice of the **professional incident** either in writing or by telephone to **our** Claims Department specifying (1) the date, time, and place of the **professional incident**, (2) a description of the **professional incident**, (3) the name, address, and age of the patient or claimant, (4) the names of witnesses, including other treating physicians, and (5) the circumstances resulting in the **professional incident**. A **professional incident** shall be deemed **reported** on the date the **report** is actually received by **our** Claims Department. A **professional incident** that is not the subject of an **assertion of liability** must be reported within 60 days of the date on which the **professional incident** occurred; after the expiration of this 60-day period the **professional incident** cannot be **reported** to trigger coverage unless the **insured** has received an **assertion of liability**.

III. Section IV. LIMITS OF LIABILITY AND DEDUCTIBLES of the Professional Liability Coverage Part is amended by deleting the fifth paragraph and replacing it with the following:

The limit of liability shall apply regardless of:

- A. the number of claimants seeking **damages** covered by this **policy**;
- B. the number of claims or suits brought on account of a **professional incident**;
- C. the number of **insureds** under this **policy**; or
- D. the inclusion of an additional insured.

Notwithstanding paragraphs A and B above, with respect to treatment of mother and fetus or fetuses from conception through postpartum care, if the child or children allege injuries separately and independently from the mother, **we** will deem the continuing course of treatment to the child or children as a separate **professional incident** for the purpose

of determining the applicable primary coverage shown on the **Coverage Summary** as “Primary Limits of Liability.” This exception shall not apply to any Additional Coverage shown on the **Coverage Summary** as “Additional Limits of Liability,” and **we** will deem treatment of mother and fetus or fetuses from conception through postpartum care as a single **professional incident** for the purpose of determining the applicable Additional Coverage.

- IV. Paragraph A of Section IV. INSUREDS’ DUTIES of the General Conditions is deleted and replaced with the following:
- A. If an **insured** wishes to **report** a **professional incident** that is not the subject of an **assertion of liability**, the **insured** must **report** the **professional incident** to **us** within 60 days of the date on which the **professional incident** occurs. **We** will not provide coverage for any **professional incident reported** more than 60 days after the **professional incident** occurs unless the **insured** receives an **assertion of liability** with respect to the **professional incident** and provides a description of an oral **assertion of liability** or a copy of a written **assertion of liability** to **us** within the **policy period** or any applicable extended reporting period, in which case the **professional incident** will be deemed **reported** as of the date on which **our** Claims Department receives the oral description or written copy of the **assertion of liability**.

OBRA PROGRAM SCHEDULE

<u>Insured</u> [Name]	OBRA Coverage Period	
	<u>From</u> [Date]	<u>To</u> [Date]