

**THE UNIVERSITY OF TOLEDO**  
**Informational Memo**  
**Professional Liability Insurance Coverage**  
**July 1, 2017 – June 30, 2018**

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This communication is to verify The University of Toledo is a State of Ohio entity that indemnifies all employees, resident, intern and fellow physicians/dentists, The University of Toledo enrolled students, trustees/officers and volunteers. The University of Toledo assures this indemnification by a program of insurance through The University of Toledo Medical Assurance Company, LLC.

The University of Toledo Medical Assurance Company (“UTMAC”) provides claims-made professional insurance, including extended reporting, for all named groups relative to occurrences arising from the course of specified association with The University of Toledo.

- Primary UTMAC Limits: \$1 million per occurrence, \$3 million aggregate (Policy # UTMAC000100-12)
- First Excess UTMAC Limits: \$1 million per occurrence, \$2 million aggregate (Policy # UTMAC000200-12)
- Second Excess Coverys/MedPro Limits: \$25 million per occurrence, \$25 million aggregate (Policy # UTMAC000300-12)

**THE FOLLOWING ARE AN “INSURED” UNDER THE UNIVERSITY OF TOLEDO MEDICAL ASSURANCE COMPANY (LLC):**

- A. The First Named Insured (i.e. The University of Toledo) and any Named Insured (i.e. University of Toledo Physicians, LLC and University of Toledo Physicians Clinic Faculty, Inc.).
- B. Any officer, member of the Board of Trustees, governing body or advisory board of the First Named Insured, but only while acting within the scope of his or her duties for the First Named Insured.
- C. Any student, intern, resident, fellow or Employee of a Named Insured, but only while acting within the scope of his or her duties for a Named Insured.
- D. Any student participating in a program or educational endeavor of the First Named Insured, whether or not a student of the First Named Insured, provided that the First Named Insured has entered into a written agreement to provide coverage for the student.
- E. Any volunteer worker performing his or her duties on behalf of the First Named Insured, or in connection with any organization or entity which the First Named Insured controls, or which is affiliated with the First Named Insured. There will be no coverage under this Policy for volunteer faculty physicians, or other volunteer faculty members, who are providing healthcare services within the scope of their volunteer appointment, unless the Court of Claims of Ohio holds as follows:
- i. the volunteer was an employee of the State of Ohio at the time of the alleged occurrence;
  - ii. the volunteer was acting within the course and scope of that employment at the time of the occurrence(s); and
  - iii. the volunteer is entitled to immunity under ORC 9.86.

All volunteer faculty members will be required to maintain personal professional liability insurance coverage.

However, coverage will be provided for any Employee of a Named Insured, whether professional, paraprofessional, full time or part time, all while volunteering his or her duties as such on behalf of a Named Insured and only with the CommunityCare Clinics.

- D. Any person (whether or not an employee of or a staff member of the “University” or any subsidiary there), while serving at the request or direction of the “University” as a member of any duly constituted medical staff committee, committee of the governing body, or other hospital committee, the activities of which in whole or in part relate directly or indirectly to the rendering or surveillance of the quality of medical care, patient care, hospital utilization, safety, medical-legal responsibility, credentialing, or any other activity affecting any of the above, or a person charged with the duty of executing directives of any such body or committee or any person who is responsible for the care, supervision or surveillance of any department, section, activity or other area of involvement of the “University” with respect to liability arising out of such services;
- E. Any person, whether or not an employee of or staff member of the “University” or a professional, para-professional or non-professional, corporation, organization or other entity named as additional insured via endorsement.
- F. Any person who is insured at the time of a “medical incident” under the “University” insurance program or prior insurance program.
- G. Students participating in clinical or field-based teacher preparation experiences against liability on account of Damages for injury to persons or property, including death by wrongful act, in respect to the acts of such students occasioned by any incident occurring in the course of the preparation experiences and during the period of their assignment to any school or other entity.
- No person insured hereunder shall be covered as permitted by this section, if such person acts:
- i. manifestly outside the scope of employment or official responsibility;
  - ii. with malicious purpose;
  - iii. in bad faith; or
  - iv. in wanton or reckless manner.
- H. Individuals approved for assisting in grant approved programs through the First Named Insured. Coverage only as it pertains to the approved grant contract with the First Named Insured.
- I. Any person who was an Insured as described above at the time of a Medical Incident under this Policy, or prior policy which this Policy renews. (i.e. tail coverage provided)