

THE UNIVERSITY OF TOLEDO
Informational Memo
Professional Liability Insurance Coverage
July 1, 2014 – June 30, 2015

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 (SPC).

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 will be: \$1 million per occurrence, \$3 million aggregate
- First Excess UTMAC Limits will be: \$1 million per occurrence, \$2 million aggregate

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

- A. The University of Toledo and University Medical Center (collectively, the “University”). For purposes of this coverage, the term “University” includes any school, program (program includes non-UT students where UT employees/faculty are teaching/supervising and under which there is an agreement in place with the “University” that provides for said coverage), healthcare operation, educational endeavor (including students thereof), organized or existing under the aegis of the “University”.
- B. Any officer or employee of the “University”, including interns and residents, whether professional, para-professional, whether full time or part time (including authorized “temporary workers”), or any member of the “University’s” governing body, or any advisory board of the “University”, all while performing their duties as such on behalf of the “University”.
- C. “Volunteer workers” (other than a physician, dentist, or allied medial professional) performing their duties on behalf of the “University”, or in connection with any organization or entity which the “University” controls, or which is affiliated with the “University”. 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 otherwise. All volunteer faculty members will be required to maintain personal professional liability insurance coverage.
- D. Any person (whether or not an employee of or a staff member of the “University”), 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.

THE FOLLOWING ARE “ADDITIONAL INSURED” BY ENDORSEMENT:

- A. University of Toledo Physicians, LLC
- B. University of Toledo Physicians Clinical Faculty, Inc.