



**DENTISTS
PROFESSIONAL LIABILITY COVERAGE PART
(OCCURRENCE)**

In consideration of the premium and subject to the Declarations and the General Terms and Conditions, the parties agree as follows:

I. INSURING AGREEMENT

We will pay on behalf of an **insured**, **damages** up to the applicable Limit of Liability as a result of a **claim** for a **wrongful act** that occurred during the **policy period**.

If the **wrongful act** had occurred in whole or in part prior to the **policy period**, then any continuation, change or resumption of such **wrongful act** or injury or damage arising therefrom, or any **related wrongful act** or injury or damage arising therefrom, that had occurred during or after the **policy period**, will be deemed to have occurred prior to the **policy period**.

We will pay **defense costs** in connection with a covered **claim**. Such **defense costs** are in addition to the applicable Limit of Liability.

II. LICENSURE DEFENSE EXPENSES SUPPLEMENTARY BENEFIT

We will appoint legal counsel and pay reasonable and necessary attorney fees, costs and expenses incurred in the defense of a **licensure proceeding**, provided that the **licensure incident** giving rise to the **licensure proceeding** took place during the **policy period**. In addition, we will pay reasonable travel, food, and lodging costs and expenses for an **insured's** required attendance at such **licensure proceeding**, up to \$500 maximum per **licensure proceeding**. These amounts are in addition to, and will not reduce, the Professional Liability Limits of Liability. Our obligation to make Licensure Defense Expenses Supplementary Benefit payments will end upon exhaustion of the Professional Liability Limits of Liability.

Should an **insured** request reimbursement of such fees, costs and expenses, a written request must be sent to us within ninety (90) days of the date on which the licensing board or peer review committee renders an initial determination in the **licensure proceeding**.

Any notice of such **licensure proceeding** provided by the **insured** to us will be deemed notice of an **incident** under General Terms and Conditions Section VII, Notice and Reporting, paragraph C, Notice of an Incident in Any Coverage Part.

III. COVERAGE PART DEFINITIONS

Any defined word not defined in this Coverage Part will have the meaning assigned to it in the General Terms and Conditions.

Claim means a written demand for **damages** made against an **insured**; provided solely with respect to (i) or (ii) below, such **claim** must be brought by a natural person (or such natural person's family member, legal guardian, estate, dependent, or beneficiary) to whom the **insured** is legally liable for injury sustained by such natural person as a result of:

- (i) **licensed services** or **Good Samaritan services** provided to such natural person; or
- (ii) **utilization management services** in connection with the care and treatment of such natural person.

Claim will not include any:

- (a) subpoena, request for medical records, patient incident report, variance report, or any other report made for loss prevention purposes;
- (b) demand or action seeking solely non-monetary or injunctive relief;
- (c) **HIPAA proceeding**; or
- (d) criminal complaint or criminal proceeding, regardless of the allegations made against any **insured**.

Consulting services mean any:

- (i) recommendations or advice that an **insured dentist** provides in his/her/their area of specialization to a third party health care provider with regard to such third party's dental services management;



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- (ii) expert witness testimony given by an **insured dentist** provided such testimony is within the **insured dentist's** area of specialization; or
- (iii) an **insured dentist's** work as an author of written materials on the technical aspects of professional dentistry practice, if such works are published or distributed by a recognized technical or professional publisher in print form or on the internet.

Employee means any natural person whose work was or is presently engaged and directed by the **named insured**. An **employee** will not include an **independent contractor**.

Employee benefits program means a program providing any of the following benefits to **employees**, whether provided through a cafeteria plan or otherwise:

- (i) group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts; provided that no one other than an **employee** may subscribe to such benefits and such benefits are made generally available to those **employees** who satisfy the plan's eligibility requirements;
- (ii) profit sharing plans, savings plans, stock ownership plans, pension plans and stock subscription plans; provided that no one other than an **employee** may subscribe to such benefits and such benefits are made generally available to those **employees** who are eligible under the plan for such benefits;
- (iii) unemployment insurance, social security benefits, workers' compensation and disability benefits; or
- (iv) vacation plans, including buy and sell programs; leave of absence programs; tuition assistance plans; and transportation and health club subsidies.

ERISA means any actual or alleged violation of the Employee Retirement Income Security Act of 1974 (including the Consolidated Omnibus Budget Reconciliation Act of 1985)(COBRA) or similar laws, including United States federal, state and local statutory law, and any rules, regulations and amendments of such law or any such equivalent or similar foreign law.

Formal review board activities mean the activities of an **insured dentist** as a member of a formal accreditation, standards review or other professional board or committee related to a professional dental society or hospital.

Good Samaritan services mean services provided to others by a natural person **insured** in a sudden and unforeseen emergency situation for which no remuneration is expected, demanded or received.

Insured means any natural person or entity acting in such capacity as:

- (i) the **named insured** and any person or entity listed on the Schedule of Named Insureds endorsement;
- (ii) an **insured dentist**;
- (iii) the **named insured's employee**, other than a dentist, for **licensed services** while acting within the scope of his/her/their duties on behalf of the **named insured**;
- (iv) any **student**;
- (v) an **independent contractor** dental hygienist of the **named insured** for **licensed services** while acting within the scope of such **independent contractor's** duties on behalf of the **named insured** and while under sole direction or supervision of the **named insured**;
- (vi) a dentist who during the **policy period** becomes a natural person partner or **employee** of the **named insured** for **professional services** on behalf of the **named insured**, provided that within thirty (30) days of becoming a partner or **employee** during the **policy period**:
 - (a) we receive written notice; and
 - (b) after the earlier of the expiration of the thirty (30) days, or the end of the **policy period**, such dentist will no longer be deemed an **insured** unless specifically added to the Schedule of Named Insureds Endorsement.

Provided any coverage will apply only to **wrongful acts** of such dentist taking place after becoming a partner or **employee** of the **named insured** and prior to the expiration of the **policy period**.



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If such dentist ceases being a partner or **employee** of the **named insured** during the **policy period**, coverage will continue until the policy is otherwise terminated or cancelled, but only for **wrongful acts** of such dentist taking place while a partner or **employee** of the **named insured** and prior to cessation.

Insured dentist means a dentist who is a **named insured** or listed on the Schedule of Named Insureds Endorsement.

Licensure incident means: (i) a **wrongful act** related to **licensed services** or **formal review board activities**; or (ii) an event or circumstance arising out of an actual or alleged violation of the standards that govern your profession.

Licensure proceeding means any inquiry, investigation or proceeding conducted by a state or federal licensing board or peer review committee to investigate charges of professional misconduct, incompetence, or physical or mental incapacity arising from a **licensure incident**. All such inquiries, investigations and proceedings arising out of the same actual or alleged conduct or actions will be deemed to be one single **licensure proceeding**.

Licensure proceeding will not include any appeal from the initial determination made by the licensing board or peer review committee.

Licensed services mean those services that you are licensed, certified, accredited, trained or qualified to perform on your patient as a dentist, **independent contractor** dental hygienist, **employee**, or **student**.

Managed care services mean services based on, or arising out of, the operation, ownership, management, or control of any health maintenance organization (HMO) or preferred provider organization (PPO) or other similar organization. **Managed care services** will not include:

- (a) services based solely on an **insured's** status as a provider of **professional services** to the enrollees of an HMO, PPO or other similar organization that is not owned, managed or controlled by an **insured**; or
- (b) **utilization management services**.

Professional services mean:

- (i) **licensed services**;
- (ii) **consulting services**;
- (iii) **formal review board activities**;
- (iv) **utilization management services**; or
- (v) **Good Samaritan services**.

Related claims mean all **claims** arising out of: (i) a single **wrongful act**; or (ii) **related wrongful acts**. All **related claims** will be deemed a single **claim**.

Related wrongful acts mean all **wrongful acts** that are based on, arising out of, or are logically or causally connected by the same, or any related or common, or a series of related or common, facts, circumstances, transactions, situations, events, advice or decisions regardless of the number of **insureds** or claimants involved.

Student means a student while enrolled and engaged in the healthcare curriculum of an accredited school with the intent of receiving a professional designation, certification or degree as a healthcare provider in the specialty shown on the Declarations but only while acting within the scope of his/her/their duties on behalf of the **named insured**.

Utilization management services mean those services that the **named insured** performs in the evaluation of the necessity, appropriateness, quality and cost of prescribed **professional services**, for purposes of determining when and whether such **professional services** will be authorized under any healthcare plan.

Wrongful act means any actual or alleged act, error, or omission in the rendering of or failure to render **professional services** by an **insured** or by someone for whom the **insured** is legally liable.

IV. EXCLUSIONS APPLICABLE TO THE PROFESSIONAL LIABILITY COVERAGE PART

This Coverage Part does not apply to any **claim, damages, defense costs**, expenses, fees or loss:



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ABUSE AND MOLESTATION

based on, arising out of, or in any way involving, in whole or in part, any **abuse and molestation act** or **abuse and molestation claim**; provided this exclusion will not apply to **defense costs** with respect to an **abuse and molestation claim** up to the aggregate amount set forth in the Declarations, which applies regardless of the number of such **claims**. Such **defense costs** are included within, and erode, the PL Aggregate Limit of Liability. In the event an **abuse and molestation act** is established against an **insured** by: (i) a civil, criminal, administrative, licensing or regulatory adjudication (regardless of whether such adjudication is final); or (ii) legal admission by such **insured** then we will not provide any further **defense costs** on behalf of such **insured** with respect to the **abuse and molestation claim**, or any other matter arising from such **abuse and molestation act**;

AUTO

based on, or arising out of, any actual or alleged ownership, maintenance, use, including operation, loading and/or unloading, or transporting of patients, or entrustment to others of any aircraft, helipad, **auto, mobile equipment**, or watercraft;

CONTRACTUAL LIABILITY

based on, or arising out of, any liability you assume under any contract or agreement; provided this exclusion will not apply to:

- (i) liability that you would have in the absence of the contract or agreement;
- (ii) liability the **named insured** assumes in a contract with:
 - (a) a Health Maintenance Organization;
 - (b) a Preferred Provider Organization;
 - (c) an Independent Practice Association; or
 - (d) any other similar organization,

but solely with respect to the liability of the **named insured** for the **named insured's professional services**;

- (iii) a warranty of fitness for a particular purpose relating to therapeutic agents or supplies used in the course of treatment performed by you;

DISCRIMINATION

based on, or arising out of, any actual or alleged discrimination, humiliation or harassment, that includes but will not be limited to **claims** based on an individual's race, creed, color, age, gender identity or expression, national origin, religion, disability, marital status, genetic information, political ideology, sex, sex characteristics or sexual orientation;

EMPLOYEE BENEFITS PROGRAM

based on, or arising out of, any actual or alleged administration of any **employee benefits program**;

ERISA

based on, or arising out of, **ERISA**;

EXPECTED OR INTENDED INJURY

based on, or arising out of, injury or damage you expected or intended or which a reasonable person would have expected; provided this exclusion will not apply to injury or damage resulting from the use of reasonable force to protect persons or property;

LICENSURE NONCOMPLIANCE

based on, or arising out of, any **wrongful act**:



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- (i) that took place while the license or registration of an **insured** (or other natural person or entity for whom the **insured** is legally liable) was revoked, suspended, inactive, invalid, lapsed or not in effect;
- (ii) for which an **insured** (or other natural person or entity for whom the **insured** is legally liable) was not properly licensed for **professional services** where such **professional services** were rendered; or
- (iii) relating to the prescribing or dispensing of controlled substances while an **insured's** (or other natural person or entity for whom the **insured** is legally liable) license or registration to prescribe or dispense such controlled substances was revoked, suspended, inactive, invalid, lapsed or not in effect.

Provided this exclusion will not apply: (a) if such licensing or registration has been waived specifically by such jurisdiction; (b) if the **professional services** were rendered during such jurisdiction's emergency health declaration which effectively waived such licensing or registration requirement; or (c) to the Licensure Defense Expenses Supplementary Benefit set forth in Section II, above.

MANAGED CARE SERVICES

based on, or arising out of, any actual or alleged **managed care services**;

MANUFACTURED PRODUCTS OR GOODS

based on, or arising out of, any products or goods manufactured, sold, handled or distributed by you;

PERSONAL AND ADVERTISING INJURY

based on, or arising out of, any actual or alleged **personal and advertising injury**;

PROPERTY DAMAGE

based on, or arising out of, any actual or alleged **property damage**;

WRONGFUL EMPLOYMENT PRACTICES

based on, or arising out of, any actual or alleged matter relating to the responsibilities, obligations or duties of an employer to any **employee**, or prospective **employee**, including wage and hour, as imposed by **United States law** or common law, or any such equivalent or similar foreign law; provided this exclusion will not apply to any **claim** based on or arising out of **formal review board activities**.

V. COVERAGE PART LIMITS OF LIABILITY AND RELATED CLAIMS

A. Limit of Liability – Each Claim Limit

Subject to paragraph B below, the most we will pay for **damages** for each **claim** is the amount set forth in the Declarations.

B. Coverage Part Limit of Liability – Aggregate Limit

The most we will pay for **damages** for all **claims** afforded coverage in this Coverage Part is the amount set forth in the Declarations as the PL Aggregate Limit of Liability. This PL Aggregate Limit of Liability, subject to the provisions of this policy, is the most we will pay as **damages** regardless of the number of **claims**, **insureds**, **incidents**, parties or requests for coverage in this Coverage Part.

C. Settlement of Claims

We have the right to negotiate and settle any **claim**. We will not settle any **claim** without your written consent. Consent is not required from an **insured** if: (a) the **insured** is deceased or determined legally incompetent; (b) the **insured** is unable to be located by us after reasonable efforts have been made; (c) the **insured** has his/her/their license to practice suspended, removed, or surrendered at any time before or during the pendency of the **claim**; or (d) the settlement is made after a final non-appealable verdict, award or judgment has been rendered against such **insured**.



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D. Related Claims

With respect to any **claim** alleging, based on, arising out of, or in any way involving, in whole or in part, **related wrongful acts**, the each **claim** Limit of Liability applicable to the policy in effect at the time the earliest of the **related wrongful acts** first occurred will be the maximum amount available for such **claim**. In addition, all **related claims** will be treated as one **claim** that is subject to coverage only under the policy in effect at the time the earliest of the **related wrongful acts** underlying such **claim** first occurred.

E. Application of Limits of Liability

- (i) The each **claim per insured dentist** limit of liability will apply separately to each **insured dentist**.
- (ii) The aggregate per **insured dentist** limit of liability will apply separately to each **insured dentist**.
- (iii) The each **claim named insured** entity limit of liability will apply to each **named insured** entity only if such entity purchases separate limits of liability and is so listed on the Schedule of Named Insureds endorsement.
- (iv) The aggregate **named insured** entity limit of liability will apply to each **named insured** entity only if such entity purchases separate limits of liability and is so listed on the Schedule of Named Insureds endorsement.
- (v) All other **insureds**, including but not limited to all **named insured** entities that do not purchase separate limits and are not so listed on the Schedule of Named Insureds endorsement, will share the limits of liability with the **named insured** entity purchasing separate limits, or if no such separate limits are purchased, with the applicable **insured dentist**.
- (vi) All limits shown in (i) through (v) above are within, and are not in addition to, the PL Aggregate Limit of Liability.