

About Claims

A claim is more than just a lawsuit. It can be any of the following:

- A summons and complaint alleging an act or omission in the rendering of professional services.
- A letter, or any other document, or demand for services or money from you because of acts or omissions arising from professional services you provide.
- An oral threat or complaint indicating that a party is holding you responsible for damages arising from professional services rendered.
- Notice of arbitration filed against you for damages alleged from your professional services.

What CNA will do for you:

1. Assign your case to a claims consultant with claims-handling experience in the territory in which you are located.
2. Acknowledge receipt of your notice of a claim by promptly contacting you to discuss the issues surrounding the incident in question.
3. Review your insurance policy and advise you as to coverage issues that may be presented by the allegations.
4. Appoint qualified and experienced defense counsel to represent you when necessary, in the event a lawsuit is filed.
5. Supervise counsel's representation as long as the claim is pending, communicating directly with counsel and you as needed.
6. Consult with defense counsel to consider the defense, settlement and resolution of the claim and advise you as to our recommendations.
7. Keep you informed every step of the way.

To Report a Claim

Step 1

Contact Healthcare Providers Service Organization (HPSO) just as soon as you are aware of an actual or potential claim. HPSO will confirm that your policy was in effect during the alleged date of loss, then forward the materials on to CNA, our underwriter, for immediate claims handling. HPSO will send your claim to CNA within 24 hours to ensure your claim gets handled as quickly as possible.

When contacting HPSO, please have the following information available:

- Your policy number, telephone number & address
- The date you received the claim
- The date of the incident, name of the claimant and a brief description of the facts of the claim (if available)

This information should be phoned into **1-800-982-9491**.

The claim form can also be accessed via the internet at **www.hpso.com**. Remember, the sooner you give notice, the sooner we can take action.

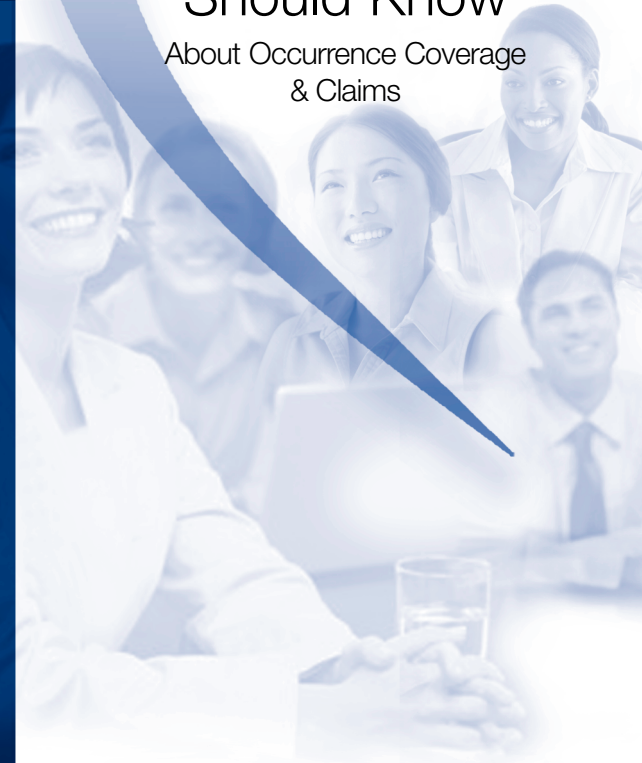
Step 2

After you report the claim, make sure you take the following steps throughout the claims process:

1. Do not discuss your claim with anyone, including the patient. Limit all discussion of the claim to your HPSO representative, your CNA claims consultant or your attorney.
2. Do not accept or sign any document related to the claim from any party without obtaining approval from your CNA claims consultant.
3. Avoid discussing, commenting upon, or taking issue with any information you receive regarding judicial or administrative proceedings.
4. Be sure you do not admit liability, consent to any arbitration or judgment, or agree to any settlement proposal.
5. Do be prepared to spend time with counsel and your CNA claims consultant to aid in the investigation of your claim.
6. Report any communication you receive from the patient, patient's attorney or any state or federal administrative agency, licensing or regulatory authority, immediately to your CNA claims consultant.

What Every Policyholder Should Know

About Occurrence Coverage & Claims



 **HPSO**[®]
Healthcare Providers Service Organization

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This program is underwritten by American Casualty Company of Reading, Pennsylvania, a CNA company, and is offered through the Healthcare Providers Service Organization Purchasing Group. Coverages, rates and limits may differ or may not be available in all states. All products and services are subject to change without notice. This material is for illustrative purposes only and is not a contract. It is intended to provide a general overview of the products and services offered. Only the policy can provide the actual terms, coverages, amounts, conditions and exclusions. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2012 CNA. All rights reserved.

Professional Liability Coverage 24 Hours a Day, 365 Days a Year

On average, defense costs for malpractice lawsuits are running between \$20,000 and \$40,000 – not including an award.* Each year, thousands of healthcare professionals – like you – are named in lawsuits. And many discover too late they don't have the protection needed to defend the charges... or even to pay attorney fees.

In addition, your employer's malpractice plan is geared to focus on their interests during a lawsuit. If you're a healthcare professional, one way you can be sure you have the coverage you need is to purchase it yourself.

HPSO makes affordable professional liability coverage available to many responsible healthcare professionals. You don't have to be working to put yourself at risk. Your exposure increases each time you give advice or provide care, even after hours. This insurance offers you something you are not likely to find in an employer's plan... that is, coverage 24/7!

Enjoy the peace of mind that comes with knowing 1,000,000 healthcare professionals have professional liability insurance offered through HPSO.

HPSO Offers You Service & Convenience Call us Toll-Free at 1-800-982-9491

Use our Automated Phone Service for

- Coverage Verification
- Making Payment
- Requests for Certificate

Use our On-Line Service at www.hpso.com

24 hours a day, 7 days a week to

- Request a Certificate of Insurance
- Verify Coverage
- Change Address
- Make Payment

Your Certificate of Insurance and canceled check act as proof of coverage. A copy of your policy is available through HPSO.

*Source: Questions and Answers on Malpractice Insurance for Nurse Practitioners
Carolyn Buppert, NP, JD

Topics in Advanced Practice Nursing eJournal
2006;6(1) ©2006 Medscape. Posted 02/03/2006

About Coverage

With this program, you have protection for claims made against you up to the limits of liability stated on your Certificate of Insurance for negligence in the conduct of your professional duties. This is an occurrence policy which means you are also covered for claims filed even after the policy expires, as long as coverage was in force when the incident occurred.

INFORMATION PRIVACY COVERAGE

This coverage extension covers your legal obligation to pay HIPAA fines and penalties and will also reimburse you for notification costs related to the disclosure of confidential personal information when there is a statutory mandate requiring you to comply with notification to patients or clients. This coverage will also pay claim expenses related to the above proceedings, up to the limits stated on your Certificate of Insurance.

SEXUAL MISCONDUCT

Subject to a \$25,000 Aggregate Sublimit, coverage applies to amounts you are legally obligated to pay as a result of claims involving sexual misconduct arising out of or related to professional services provided by you or someone for whose professional services you are legally responsible. Coverage does not apply when sexual misconduct has actually been determined to have occurred by any trial verdict, court ruling, regulatory ruling or legal admission, whether appealed or not. The sublimit will apply whenever sexual misconduct is alleged and is within, not in addition to, the Aggregate limit of liability.

ASSAULT COVERAGE ENDORSEMENT

This endorsement enhances the current Assault Coverage Extension to include medical expenses incurred by you for emotional counseling after a covered assault. A \$25,000 Aggregate applies.

LICENSE PROTECTION

In the event you are brought up on disciplinary charges arising out of a covered license protection incident, this program supports your need for legal representation, reimbursing you up to the limits stated on your Certificate of Insurance.

DEFENDANT EXPENSE BENEFIT

Taking time away from work to appear in court as a defendant in a covered medical incident could have a serious impact on your income. This program reimburses you for lost wages and other covered expenses when you are required to take time away from work to appear in court as a defendant in a covered medical incident, up to the limits on your Certificate of Insurance.

DEPOSITION REPRESENTATION

If you are required to appear at a deposition that involves testimony arising out of your professional services, and is the result of a covered medical incident, this program will reimburse attorney fees to represent you up to the limits stated on your Certificate of Insurance.

PERSONAL INJURY

Protects you in the event of charges of privacy violation, slander, libel, assault and battery, and other alleged personal injuries committed while carrying out your professional duties.

DEFENSE COSTS

Once named in a lawsuit, you must defend yourself. With this program, you worry about clearing your good name – not paying the bill. Your individual professional liability coverage pays your covered legal defense, regardless of whether you win or lose. Even the cost of investigating claims is covered.

MEDICAL PAYMENTS

This program reimburses you for necessary medical expenses for anyone injured in a non-medical incident in or around your residence or business premises – even if no lawsuit results – up to the limits stated on your Certificate of Insurance.

Following is a list of additional benefits included in your policy, up to the applicable limits of liability:

- First Aid Expense
- Damage to the Property of Others
- Assault Coverage (Not available in Texas)

This brochure is for illustrative purposes only and is not a contract. It is intended to provide a general overview of the services described. Remember, that only the policy can provide the actual description of services, terms, conditions, and exclusions.

