

HEALTH CARE PRACTICE

BATCH PROVISIONS

BATCH PROVISIONS - A DOUBLE EDGED SWORD

BY
PAMELA K. HAUGHAWOUT, CPCU, ARM, RPLU
NATIONAL HEALTH CARE PRACTICE

For the past several years insurers have been quietly but dramatically shifting the way they treat related claims. The underwriting strategies are commonly known as “batch” provisions, and if you have seen one insurers’ batch wording - you have seen one. No two are alike. Batch provisions can have a multi-million dollar impact on the insurance limits a health care organization has available to respond to related claims. If the organization retains the risk via a trust or captive, the wording will determine the retention per claim within the self-insurance vehicle. By their very nature, batch claims are some of the worst incidents experienced by health care facilities, since they involve multiple injuries.

Because of the high values associated with such situations, and in many cases, the unpredictable nature of the claims, they should command the attention of all health care organizations and should not be ignored.

WHAT IS BATCH WORDING?

Batch wording commonly refers to the insurance policy language that defines how an insurer will treat multiple related claims.

The concept has been used for several decades on Commercial General Liability policies and arose when insurers tried to fix the date of loss (thereby fixing which policy will respond) and to limit their liability for injuries to a number of individuals resulting from the same event or product defect. The definition of an occurrence was changed to include:

“‘Occurrence’ means an accident, including continuous or repeated exposure to substantially the same generally harmful conditions.”¹

The Willis logo is displayed in white serif font on a dark blue rectangular background. The logo is positioned in the bottom right corner of the page, which also features a yellow vertical bar to its left.

The intent becomes obvious when the definition is combined with the description of how the limits of insurance apply:

“The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or ‘suits’ brought; or
- c. Persons or organizations making claims or bringing ‘suits..’

The Each Occurrence Limit is the most we will pay...because of all ‘bodily injury’ and ‘property damage’ arising out of any one ‘occurrence.’”²

However, it has taken much longer for the issue to arise in health care professional liability coverage because related claims are less frequent and harder to define.

NOTE: The appropriate policy language addressing batch or related acts provisions are not contained in the same location in all policies. Some insurers have neatly labeled sections or separate endorsements “Batch” or “Related Acts.” In most cases, however, the significant policy language can be found in various places: the definitions, insuring agreement, limits of liability and/or exclusions. The issue is important enough to be worth the search.

EXAMPLES OF RELATED/BATCH CLAIMS FOR HEALTH CARE PROFESSIONAL LIABILITY

Although the majority of medical professional liability claims result from a single provider or team of providers treating a single patient, several general types of claims might result in a batch in a health care facility.

CATASTROPHIC INCIDENTS

Those resulting from a single natural or man-made disaster can result in injuries to a number of patients. Hurricanes, tornadoes, floods, blizzards, lightning and other natural disasters are just the beginning. Incidents can involve fire, smoke, structural collapse, elevator malfunction, etc. In most situations these occurrences would fall within the General Liability section of the policy. However, many insurers define professional liability to include all injuries to patients. Two examples of such claims follow.

- During Hurricane Katrina a skilled nursing facility elected to “shelter in place” its frail elderly residents because the facility had withstood several previous hurricanes without damage, and there was no government evacuation order. Tragically, in addition to the hurricane damage, the levees broke and 16 residents died.

- The medication of a patient with diabetes was adjusted by her physician (affiliated with the diabetes clinic at a hospital), who allegedly failed to warn her that the new medication could result in hypoglycemic episodes and potential black outs. While driving to an appointment at the hospital, the patient suffered a black out and drove her car through a plate glass window at the hospital. Numerous patients and staff were injured, and one physician died of his injuries.

ALLEGATIONS INVOLVING PRODUCTS

Similar to the above situations, Products Liability is generally considered to be covered under the General Liability section of the policy except for the fact that health care liability policies define products used in the care of patients to be part of the professional liability coverage.

- “‘Healthcare services’ include the furnishing of food, beverages, medications or appliances in connection with such services”
- “‘Medical Professional Services’ means services performed by an insured in the treatment or care of any person, including...the furnishing or dispensing of medications, drugs, blood, blood products, or medical or surgical supplies, equipment or appliances in connection with such treatment or care; the furnishing of food or beverages in connection with such treatment or care...”⁴

Examples of such claims include:

- A food poisoning incident occurred at a senior housing facility in Florida in which more than 15 residents allegedly became ill as a result of tainted sea food.



- A two-hospital system had for several years ordered the same cassettes containing the anesthesia agent most commonly used in their labor and delivery suites. One of the orders arrived with exactly the same packaging, labeling, etc. Unfortunately the cassettes were mislabeled and contained morphine. The recommended dosage of morphine is one-tenth of the dosage of the regularly used agent. Before the error was discovered, 16 mothers received 10 times the recommended dose of morphine during their deliveries.
- Nine patients died and 10 more became ill at six different Alabama hospitals in an outbreak of *serratia marcescens* bacteria linked to TPN, a common nutritional supplement delivered through IVs. A single pharmacy made the bags and pulled the product off the market. Although the deaths and illnesses occurred at six different hospitals, several of the hospitals had more than one patient involved in the incident.

Products-related claims can also involve allegations of poor maintenance or inappropriately calibrated equipment.

- A hospital purchased several new Patient-Controlled Analgesia (PCA) pumps. Although the pumps were manufactured by the same supplier and looked very similar, the new pumps had been programmed with different maximum and minimum settings resulting in numerous patients being either over or under medicated.

INCORRECT OR POORLY IMPLEMENTED PROCEDURES

- At a prestigious academic medical institution, when sterilization equipment was tainted with hydraulic fluid (which had been used instead of a disinfectant), 3,800 patients were put at risk of infection.
- At a skilled nursing facility in New England a laundry worker flushed bleach and ammonia down a drain at the same time resulting in noxious fumes filling the facility and requiring an evacuation of all residents. Six residents required hospitalization as a result of respiratory problems.

CONSTRUCTION-RELATED INCIDENTS

- Several years ago a hospital in Connecticut had major renovation work done on their cardiac catheterization labs. During the renovation, the oxygen and nitrous oxide lines were switched. In addition, the position of the tables was changed slightly so that when they were appropriately draped, the color coding on the gas outlets was hidden. The situation was further complicated when one of the pins broke, allowing the four-prong plug, which should only have fit in the oxygen outlet, to fit into both the oxygen and the nitrous oxide sockets. When patients began experiencing respiratory problems during procedures, the anesthesiologist increased what he thought was the flow of oxygen. However, it was nitrous oxide and four patients died.
- A nursing home in Georgia recently experienced the collapse of the roof over its dining room as a result of a heavy windstorm during a renovation project. Fortunately, no residents were in the dining room at the time. However, if the incident had occurred several hours later, the dining room would have been filled with residents and multiple injuries could have occurred.

NEGLIGENT EMPLOYMENT, SUPERVISION OR CREDENTIALING

- A very prestigious children’s hospital affiliated with one of the top U.S. medical schools for many years employed a physician specializing in care for the developmentally disabled. The physician had an international reputation, numerous publications and awards and brought a significant number of research grants to the hospital. Many years after the physician had retired and moved out of state, a class action law suit was filed by 40 former patients alleging that the physician had acted in a sexually inappropriate manner with them between 1966 and 1985 and that the hospital knew or should have known about the problem.
- During the 1970s a hospital employed a physicist to calculate the dosage of radiation therapy administered to patients with brain tumors. However, the physicist was not qualified and the dosage administered to thousands of patients was incorrect.

Other examples could be cited, and there are numerous situations in which more than one patient might be injured in a single situation.

HEALTH CARE PROFESSIONAL LIABILITY POLICY WORDING THAT ADDRESSES THESE SITUATIONS

There are almost as many different examples of batch or related claims policy language as there are insurers who underwrite the coverage. However, they can generally be ranked along a spectrum.



SINGLE EPISODE OF CARE LANGUAGE

Policy language that defines a claim to mean a single episode of treatment is extremely rare. None of the wide range of policies from numerous insurers used such wording. Insurers have abandoned the concept since:

- It is often impossible to pinpoint when the incident happened and, therefore, which policy would provide coverage. This is most often the case with claims alleging a failure

to diagnose. If a physician is treating a patient for many years, precisely when did he/she fail to diagnose the patient's cancer?

- It exposes the insurer to multiple claims from a single error, and multiple claims mean that multiple limits of liability over multiple policy periods could apply to a single claim.

SINGLE PATIENT WORDING

Single Patient batch wording eliminates the question of when, during a course of treatment, the medical incident occurs.

- **“Professional Incident** means any act or omission in the furnishing of professional health care services...Any such act or omission, together with all other acts or omissions in the furnishing of professional health care services to any one person shall be considered one **professional incident**. In no event shall separate, discrete events or injuries that occur during a single medical procedure or course of treatment constitute more than one professional incident.”⁵
[Underline added]
- “All **claims** arising from one **medical incident** or a series of related **medical incidents** to any one patient shall be treated and shall be deemed to have occurred at the time of the first **medical incident** regardless of the number of claimants, or the number of **Insureds** against whom such **claims** are made.”⁶
[Underline Added]

- “All ‘related professional incidents’ arising out of the rendering of ‘healthcare professional services’ to any one person shall be considered one ‘professional incident.’”⁷ [Underline Added]

A variation on the Single Patient Batch wording clarifies that obstetric claims involving injuries to both the mother and infant will be deemed a single claim.

- “For purposes of this definition, treatment of mother and fetus (or fetuses) from conception through postpartum care constitutes a single professional incident...”⁸

Similar language is common in many policies and points to the heart of the issue regarding batch or related incidents. If more than one person is injured as a result of an incident:

- Is the insurer required to provide separate limits of liability for each injured party (subject, of course, to the aggregate limit) and
- Is the insured responsible for a separate deductible for each injured individual?

Many insurers readily adopted some form of batch wording in order to restrict their payments to one limit of liability applying to related incidents involving injuries to more than one person.

ALL RELATED ACTS WORDING

Numerous insurers have adopted wording that specifies that all related acts will be a single claim. Examples of such wording include:

- **“Related Claims”** mean all **Claims** based on, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving the same or related facts, circumstances, situations, transactions or events or the same or related series of facts, circumstances, situations, transactions or events, whether related logically, causally or in any other way...
C. **Related Claims Deemed Single Claim; Date Claim Made.** All Related Claims, whenever made, shall be deemed to be a single Claim and shall be deemed to have been first made on

the earliest of the following dates:

1. the date on which the earliest **Claim** within such **Related Claims** was received by an Insured; or
2. the date on which written notice was first given to the Insurer of an act, error, omission or **Occurrence** which subsequently gave rise to any of the Related Claims, regardless of the number and identity of claimants, the number and identity of Insureds involved, or the number and timing of the Related Claims, and even if the Related Claims comprising such single Claim were made in more than one Policy Period.”⁹

“INCIDENT means any negligent act, error or omission including repeated exposures to the same act, error or omission.”¹⁰

- **All Related Acts Except.** A newer version of the related acts wording involves the inclusion of all related acts as a single claim but excepts certain types of related acts.

“**Medical Incident** means:

1. An actual or alleged act, error or omission in furnishing or failing to furnish **professional medical services**, or a series of related actual or alleged acts, errors or omissions in furnishing or failing to furnish **professional medical services** to a patient;
2. A single actual or alleged act, error or omission resulting in a series of related injuries from furnishing or failing to furnish **professional medical services** to more than one patient. However, this sub-paragraph does not apply to:
 - a. Service by any persons, as members of a formal accreditation, standards review, peer review, credentialing or similar board or committee of the **named insured**, or the administrative acts of a person charged with executing the directive of such board or committee; or
 - b. Service by a person at your request in supervising, teaching or proctoring others....”¹¹

A similar example occurs on a Bermuda form.

- “**Batch Medical Incident** means any related acts, errors or omissions in the rendering or failure to render **professional healthcare services** that result in bodily injury to more than one patient. A batch medical incident will be deemed to have taken place at the time of the first act, error, or omission which causes **bodily injury** in respect of which the insured may be legally obligated to pay damages.

Provided, however, that in no event shall any of the following be considered a basis for a **batch medical incident**:

- (i) acts, errors or omissions in the hiring or supervision of **employees** (as defined herein);
- (ii) the work of your formal accreditation, standards review or equivalent professional board or committee, done for any insured while:
 - (a) evaluating the professional qualifications or clinical performance of any provider of **professional healthcare services**; or
 - (b) promoting and maintaining the quality of **professional healthcare services** being provided.
- (iii) The execution, or failure to execute, a decision or directive of your formal accreditation, standards review or equivalent **professional board or committee.**”¹²

Restrictive Reporting Provisions. The medical incidents that can be included in a batch may be restricted in several ways based upon how and when the incidents are reported to the insurer or made against the insured.

■ **When must a claim be made?**

“any and all claims arising from, based upon or related to such **batch medical incident** are first made against the insured during the **Policy Period**, or within two years after the end of the policy period...”¹³

It is important to note that this provision requires that an actual claim must be made against the insured within a two-year period following the end of the policy term even if the incident was reported during the term. The statute of limitations in many jurisdictions may extend for more than two years after the incident, particularly when a minor is injured, and two years may not be a sufficient period of time for all related claims to be made.

London underwriters, who routinely require a bordereau to be presented at the end of the policy term to close out the incidents, may allow for a longer period of time to identify which incidents will be deemed related incidents.

“(C) **Identification of Related Claims and CIRCUMSTANCES**

On receipt of the Loss Summaries Bordereau...Underwriters shall allow the NAMED INSURED a further period of one hundred and twenty (120) days in which to identify, in writing, those Claims and CIRCUMSTANCES listed on the said bordereau which are the result of related acts, error or omissions and therefore to be considered as one MEDICAL INCIDENT if not already identified as such. Upon expiration of the aforementioned one hundred and twenty (120) day period, all Claims and CIRCUMSTANCES not so identified shall be considered unrelated and subject to the per MEDICAL INCIDENT Underlying Amount of this Policy.”¹⁴

With this endorsement all claims or circumstances must be reported to the underwriter during the policy term or on the bordereau. The insured receives 120 days to identify the claim or circumstances as part of a related claim, not to identify new claims or circumstances.

In contrast, the following wording allows for an “unlimited” time for the claim to actually be made.

“If ‘related claims’, otherwise covered under this Policy, are reported to us during the ‘policy period’ or any renewal policy period, all such ‘related claims’, whenever reported to us, shall be considered a single ‘claim’ first reported to us within the policy period in which the earliest of the ‘related claims’ was reported to us.”¹⁵ [Underline Added]

However, the “unlimited” time to report depends upon renewing with the same insurer.

■ **How are claims to be reported?**

“A notice of a batch medical incident shall also include...

(iii) the names and addresses of all injured patients;

The notice shall serve as the definitive list of patients included in the batch medical incident.”¹⁶

The policy commonly known as the 004 form offered by Bermuda-based insurers has similar language.

Although it was not specifically designed for health care risks, it has been used widely for them.

“such **Occurrence** must be identified in a notice...as an “**Integrated Occurrence**’...if an **Occurrence** is not identified in the notice thereof as an ‘**Integrated Occurrence**,’ then actual or alleged **Personal Injury** to each person, **Property Damage** to each piece of property and/or **Advertising Liability** which commences at any time shall be deemed to be encompassed within a separate **Occurrence**...”¹⁷



WITH ALL OF THE VARIATIONS ON POLICY WORDING, WHAT IS THE BEST WORDING?

With all the variations of batch or related claims wording, no single one-size-fits-all best policy language applies to all health care organizations. Each organization's risk appetite is different, and an insurance policy's batch wording is one component of a carefully considered risk financing strategy.

Some of the issues that should be considered before negotiating the batch provisions with underwriters include:

- **Retention/Deductible vs Limits of Liability** – Including related injuries to multiple patients within a single claim or batch can be a double-edged sword. Although only one deductible or self-insured retention applies to the claim, only one limit of liability also applies.

So each health care organization should carefully consider how much risk the organization wishes to retain and at what level. If the organization chooses to transfer its risk to an insurer with no or a low retention, then it will be to its advantage to have a policy that defines a claim to include injury(ies) to a single patient. Multiple limits of liability would be available for a batch claim – one for each patient injured – subject to the policy aggregate limit.

In addition, even if the health care organization assumes a larger self-insured retention, whether through a captive insurance company, trust or other risk financing vehicle, but has negotiated a maximum or aggregate retention that is sufficient to protect their assets, it may find Single Patient Batch wording more appropriate. Many insurers in the London market will not consider providing batch wording if the insured has an aggregate retention incorporated into their program.

However, if the organization purchases substantial limits and assumes a large retention with no aggregate, it may be to its advantage to have a broad batch wording that combines the related injuries to as many patients as possible into a single claim. In that case, one retention would apply to all related patient injuries.

- **Excess Insurance Limits and Cost** – Aggregating the injuries to multiple patients into a single claim potentially increases the severity of that claim, and the claim could more quickly penetrate the excess layers of coverage.

For example, if

- a health care organization assumed the first \$1,000,000 of each loss with no aggregate retention,
- purchased a \$5,000,000 policy from a commercial insurer in excess of the retention and
- experienced five related patient injuries each of which settled for \$1,000,000

the payment by the excess insurer would be very different if the excess policy contained Single Patient Batch wording or All Related Claims Batch language.

If the policy contained Single Patient wording, the excess insurer would pay nothing and the health care organization would assume the entire \$5,000,000 of the loss.

However, if the excess coverage contained strong batch language which defined the injuries to all five patients as a single claim, then the excess insurer would contribute \$4,000,000 to the settlement/judgment and the health care organization would only be responsible for \$1,000,000 of the claim.

The increased potential for a claim that could penetrate the excess insurer's layer of coverage could increase the cost of that layer, especially on the lower layers of a tower of limits.

A second consequence of aggregating injuries of numerous patients into a single claim is the possibility that additional coverage may be required to provide the limits of liability necessary to protect the organization from uninsured losses at the top of the tower of coverage. Purchasing additional limits at the top of a tower may be less expensive than purchasing an aggregate or lower retention.

In addition, if the health care organization purchases a tower of limits from several different insurers it is important that all insurers participating in the program have similar policy wording regarding their definition of what constitutes a single claim.

If the example above is modified slightly to include

- two layers of excess coverage with limits of \$5,000,000 each purchased from two different insurers,
- the first insurer has Related Claims batch wording, but the insurer for the second layer of coverage uses Single Patient batch wording and
- a total of seven related patient injuries

the results may be somewhat different. The health care organization would still pay the first \$1,000,000 of the claim as a result of its retention. The first layer excess insurer would pay \$5,000,000 (their limit of insurance). However, the insurer for the second layer of excess coverage would probably deny coverage because each patient's damages were only a million dollars and the claim had not reached their layer.

- **Continuity of coverage terms and conditions over multiple policy years** – “Claw Back” or “Claw Forward” situations – When changing insurers or even if the coverage is placed with the same insurer but the insurer changes its policy form, it is important to evaluate the effect of the batch provisions in the two policies.

It is quite possible that if

- Insurer A, the previous insurer, used Single Patient batch wording and
- Insurer B, the new insurer, used strong Related Acts wording

a gap in coverage could result.

Presuming that the incidents had not been reported at the time they occurred, if the first of the claims was made during Insurer A's policy term, it would be covered by A (subject, of course, to the policy's other terms, conditions, exclusions, etc.). However, if the second patient's claim was made during Insurer B's policy term, B would deny coverage because it was related to a claim that had been previously made. However, Insurer A could also deny because they do not recognize it as the same claim since a different patient was injured.

Therefore, before changing coverage to a policy with strong Related Acts batch wording, health care organizations should evaluate the effects that their prior coverage may have on future claims.

An additional coverage issue should be evaluated along with the batch provisions; i.e., whether all patient injuries are deemed to be professional liability.

- **Likelihood of incurring a batch claim** – The examples cited previously include cases where claims may be caused by factors that are outside of the control of the health care organization, its management team and risk management department, such as multiple patient injuries as a result of a natural or man-made disaster. If the health care facility is in an area exposed to catastrophic windstorms, earthquakes, floods, tornadoes, etc., they may also be exposed to batch claims.

Other potential causes of batch claims may be within the facility's control.

- Are the employee hiring and supervision standards as well as the credentialing protocols strong enough to control or limit the organization's claims from a single careless or incompetent provider?
- Are equipment purchasing, testing and maintenance standards strong and adhered to without exception?
- Are supply and drug orders checked when they are received?
- Are contracts with suppliers well drafted and contain appropriate hold harmless agreements?

A strong organizational commitment to risk management can mitigate or reduce the possibility of a batch claim.

NO SINGLE RIGHT ANSWER

The most carefully crafted policy language is of no use if multiple insurers will not accept it. Language needs to be crafted so that the health care organization has several insurers to compete for its program and sufficient "follow form" excess coverage. If so few insurers will accept the risk the organization is locked into an arrangement that does not provide for competition that may reduce the cost of the total program. Therefore, the best strategy with regard to batch provisions is to determine what risks concern the organization, establish a risk financing strategy that fits the organization, determine what risks commercial insurers are willing to assume and negotiate appropriate Batch/Related Acts provisions that "push the envelope" of what is available in the marketplace.

Understanding what risks most concern insurers is an important component of the process and many insurers will accept the single,

catastrophic incident as a single claim; i.e., claims that result from windstorms, fire, building collapse, damage from vehicles or aircraft, etc. Although the value of the claims may be extremely high, they are known relatively quickly and have defined beginning and end points. Insurers understand catastrophes and purchase reinsurance to handle them. They don't like them, but they know how to manage their own risks for such events. Coverage for these types of perils should be readily available, although policy language may have to be modified.

Insurers are most concerned about claims that result from policies, procedures or practices that span a long period of time – years or even decades – with injuries to patients that must be "clawed back" or "clawed forward" to multiple policy periods and perhaps different insurers. At the present time the primary concern of many insurers, especially those in London, with batch wording, seems to be their ability to accurately estimate the amount of their losses for a specific policy term.

A policy's Batch/Related Acts provisions provide a complicated and interrelated group of circumstances and no quick fix fits all health care organizations.

Each organization should:

- Carefully review the entire proposed policy wording to be sure the full extent of the issue is understood. Don't simply look for an endorsement or coverage section labeled Batch or Related Acts. Particular attention should be paid to whether all patient injuries are defined as Professional Liability claims.
- Evaluate the possible risks faced by the organization and the possibility of mitigating or preventing losses.

- Review the risk financing implications. What limits of liability are necessary to cover a potentially catastrophic batch claim? What is the cost of purchasing the appropriate limits, and is there an additional charge for using batch wording that aggregates all related incidents into a single claim? Would it be more cost effective overall to assume a lower retention or purchase protection in the form of an aggregate retention? Should additional limits be purchased and what is the cost?
- When evaluating the risk financing options, remember that batch claims under the professional liability policy can be the result of Clash Events, which effect many lines of insurance. For example, a fire at the facility may result not only in injuries to patients or residents, but also damage to the building, loss of income and extra expenses, injuries to employees and possibly damage to vehicles. The amount that a health care organization decides to retain for a catastrophe event should be evaluated across all lines of coverage.
- Consider the relationship with insurers. The decision to purchase coverage from a particular insurer should be made based upon price, coverage terms and conditions, financial strength, stability of the relationship, etc. The batch or related claims wording is only one element, albeit an important one, of an overall relationship.

The only unacceptable option is to ignore the issue. Related incidents can, by their very nature, result in multi-million dollar claims and cause significant financial and reputation damage to a health care organization.

By breaking down the issue into its various components and evaluating each part of the process, the batch issue is manageable. By evaluating all aspects of the issue, the result will be a superior outcome for the health care organization.

¹ C N A HealthPro Commercial General Liability Policy G-145567-A ED. 04-09

² C N A HealthPro Commercial General Liability Policy G-145567-A ED. 04-09

³ C N A Healthcare Facilities Professional Liability Coverage Form – Claims Made G-144101-A (ed. 10/03)

⁴ Darwin Health Care Organization Profession and General Liability Insurance Policy DRWN H5000 (6/2005)

⁵ ProAssurane Health Care Facility Liability Policy Definitions PRA-HF-025 05 07

⁶ Lexington Insurance Company Healthcare Professional Liability Claims Made Coverage Part 79225 (7/03) HC0266

⁷ ACE Medical Risks Healthcare Facilities Professional Liability Coverage Part Claim Made PF-12828d (05/05)

⁸ ProAssurane Health Care Facility Liability Policy Definitions PRA-HF-025 05 07

⁹ Darwin Health Care Organization Profession and General Liability Insurance Policy DRWN H5000 (6/2005)

¹⁰ ProMutual Professional Liability Policy PL 071 10/01

¹¹ Zurich Health Care Umbrella Liability Policy U-HCU-880-CW (07/10)

¹² Allied World Batch Medical Incident Amendatory Endorsement. Manuscript Endorsement.

¹³ Allied World Batch Medical Incident Amendatory Endorsement. Manuscript Endorsement.

¹⁴ Lloyds of London Manuscript Endorsement

¹⁵ C N A Healthcare Facilities Professional Liability Coverage Form – Claims Made G-144101-A (ed. 10/03)

¹⁶ Allied World Batch Medical Incident Amendatory Endorsement. Manuscript Endorsement.

¹⁷ XL Excess Indemnity Policy XS004 1/96

CONTACTS

For further information, please visit our **website** on **willis.com** or contact any of the following:

Frank Castro
Practice Leader
Los Angeles, CA
213 607 6304
frank.castro@willis.com

Jacqueline Bezaire
Los Angeles, CA
213 607 6343
jacqueline.bezaire@willis.com

Ken Felton
Hartford, CT
860 756 7338
kenneth.felton@willis.com

Deana Allen
Atlanta, GA
404 302 3807
deana.allen@willis.com

Pamela Haughwout
Chicago, IL
312 288 7394
pam.haughwout@willis.com

Neil Morrell
Chicago, IL
312 288 7478
neil.morrell@willis.com

Sandy Berkowitz
Malvern, PA
215 498 6594
sandy.berkowitz@willis.com

Paul A. Greve, Jr.
Nashville, TN
615 872 3320
paul.greve@willis.com

Brad Norrick
London
44 203 124 6738
brad.norrick@willis.com

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