

MYRON STEVES



IRONSHORE
your safe harbour

Date: 9/03/2015

Insured Name: Doctors Hospital at Renaissance, Ltd.
Proposal for: Healthcare Professional Liability – Excess
Policy Term: 10/1/2015- 10/1/2016

Producer: Myron Steves Healthcare Solutions; Houston, TX
Broker Contact: Becky Thomson Tirey / 713-351-8259 (P) / rtirey@myronsteves.com

Excess Limit of Liability:	<i>Defense Expenses are:</i>	<input checked="" type="checkbox"/>	Within the Limit of Liability
		<input type="checkbox"/>	In Addition to the Limit of Liability
Per Claim Limit:	\$ 10,000,000		
Aggregate Limit:	\$ 20,000,000		
Retroactive Date:	10/1/2007		
	*Dual Towers:		
	- Tower I: PL		
	- Tower II: GL, AL, & EBL		

Total Underlying Limits of Liability:	<i>(Exclusive of primary self-insured retention)</i>
Per Claim Limit:	\$ N/A
Aggregate Limit:	\$ N/A
Underlying Coverages:	PL/GL/EBL: Per SIR Auto: 2M CSL

Self-Insured Retention:	
PL Per Claim:	\$ 3,000,000
PL Aggregate:	\$ 6,000,000*
GL Per Claim:	\$ 3,000,000
GL Aggregate:	\$ 6,000,000*
EBL Per Claim:	\$3,000,000
EBL Aggregate:	\$6,000,000*
	*shared aggregate

Policy Premium:	\$ 1,100,000	\$1,100,000.00 Premium
		\$ 53,350.00 Surplus Lines Tax
		\$ 660.00 Stamping Fee
		\$1,154,010.00 Total Premium Due

Policy Form: HPL.040 (6.08 ed.) HPL Lead Excess & Umbrella Policy (DWL)

Issuing Company: Ironshore Specialty Insurance Company - rated A by A.M. Best

Endorsement: HPL.END.162 (3.14 ed.) Additional Coverage Endorsement (50K/50K 5K retention; 25K for Defense Expense Reimbursement; 25K for Gov Billing 350K max agg)
HPL.062 (9.08 ed.) Charitable Services Coverage (1M/1M no retention)
HPL.088 (7.10 ed.) Amend Definition of "Named Insured" to Include Additional Entities with Separate Retroactive Dates (per schedule)
HPL.079 (2.10 ed) Claims Made General Liability Coverage - Lead Excess and Umbrella
HPL.086 (6.10 ed.) Managed Care Coverage
HPL.080 (3.10 ed.) Amend Definition of Medical Services to include Clinical Trials
HPL.069 (3.09 ed.) Notice of Claim or Circumstance to RM department
HPL.002 (7.08 ed.) Exclude Coverage for Employed Medical Practitioners
HPL.END.201 (11.14 ed.) Ebola Expense Reimbursement
OFAC.END.001(11.14 ed.) OFAC Compliance Notice
HPL.END.208 (5.15 ed.) Emerging Infectious Disease Business Interruption (if chosen)
HPL.END.210 (7.15 ed.) Clarify Unauthorized Personal Information Disclosure Exclusion

Contingencies: *With the exception of underlying policies, the following contingencies must be received prior to binding, unless otherwise noted. IronHealth reserves the right to alter, amend or void coverage until all outstanding contingencies are received, reviewed and accepted.*

- Copies of underlying binders for all coverages provided
- Copies of underlying policies for all coverages provided

- Claim description on open claim - Schruz

Quote 10/1/2015

Expiration Date: **Risk Management Budget: \$25,000**

- IronHealth provides "Risk Management dollars" for insureds to be allocated toward the purchase of risk management products and services from the providers of their choice. To help stretch those dollars, IronHealth actively establishes partnerships with leading Healthcare Risk Management providers to secure access to quality programs, many at discounted pricing.
- While specific to the partner involved, risk management services available range from provider and staff education, to software solutions for event reporting and response, policy resources and risk assessment capabilities.
- Our preferred partners include:
 - ASHRM
<http://www.ashrm.org/ashrm/connections/advertise/ironhealth.shtml>
 - ECRI Institute
<https://www.ecri.org/Products/Pages/IronHealth.aspx>
 - MRM Group
<http://www.mrmgroup.com/ironhealth>
 - RL Solutions
<http://www.rlsolutions.com>
 - Reputation Partners
<http://www.reputationpartners.com/expertise/issues-crisis-management>
 - The Sullivan Group
<http://www.thesullivangroup.com/RSQSolutions>

Healthcare IT

- Healthcare IT dollars may be applied to data analytical resources directly related to quality and performance initiatives.

Clinical Risk Management

- Primary & Lead Excess Insured Benefit

- Two hours of clinical risk management service provided by Western Litigation
 - Risk Hot Line: 844-569-3741
 - Risk Email Address: GB.WLI.IronshoreRisk@westernlitigation.com

Webinars

- In 2015, IronHealth, in conjunction with Pamela L. Popp, EVP/Chief Risk Officer of Western Litigation, Inc. will host three webinars which will focus security, crisis and reputational risk management, and clinical quality metrics.
- IronHealth insureds are also invited to participate in Western Litigation's client webinar series ERM: Empowering the Risk Manager series.
- The webinar schedule and details may be found here:
 - <http://www.westernlitigation.com/Ironshore>

➤ **Material Change:**

- If between the Quotation Date and the Effective Date of this proposal of insurance, there is a material change in the condition of the Applicant or if any notice of claim or circumstance giving rise to a claim is reported prior to the effective date of the proposed insurance contract, then the Applicant must notify the Producer. The Producer as the representative of the Applicant must then notify Ironshore and provide Ironshore with all the information it may require. Whether or not this quotation has already been accepted by the Applicant, Ironshore reserves the right to rescind the quotation as of its effective date or to modify the final terms and conditions of the quotation upon review of the information.

➤ **Miscellaneous:**

- No Minimum Earned Premium
- Terrorism coverage is available as quoted on the attached TRIA letter below. The TRIA premium will be added to the Insured's quoted coverage premium unless coverage is rejected by signing the attached rejection form.
- *Please Note: In the event that any layer(s) of insurance excess of the layer(s) described in this quotation carry a premium cost per million dollars of limit greater than that of the Quoted Layer, the Underwriter expressly reserves the right, in its sole discretion, to modify the premium charge set forth in this quote to an amount equal to, or greater than, the highest such premium cost per million dollars of limit.*
- If between the Quotation Date and the Effective Date of this proposal of insurance, there is a material change in the condition of the Applicant or if any notice of claim or circumstance giving rise to a claim is reported prior to the effective date of the proposed insurance contract, then the Applicant must notify the Producer. The Producer as the representative of the Applicant must then notify Ironshore and provide Ironshore with all the information it may require. Whether or not this quotation has already been accepted by the Applicant, Ironshore reserves the right to rescind the quotation as of its effective date or to modify the final terms and conditions of the quotation upon review of the information.

Thank you for giving us the opportunity to provide a proposal for Excess Healthcare Professional Liability Insurance. If you have any questions, please don't hesitate to contact me directly.

**POLICYHOLDER DISCLOSURE STATEMENT
UNDER
TERRORISM RISK INSURANCE ACT OF 2002**

You are hereby notified that under the federal Terrorism Risk Insurance Act of 2002 (the "Act") effective November 26, 2002, you now have a right to purchase insurance coverage for losses arising out of an Act of Terrorism, which is defined in the Act as an act certified by the Secretary of the Treasury (i) to be an act of terrorism, (ii) to be a violent act or an act that is dangerous to (A) human life; (B) property or (C) infrastructure, (iii) to have resulted in damage within the United States, or outside of the United States in case of an air carrier or vessel or the premises of a U.S. mission and (iv) to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. You should read the Act for a complete description of coverage. The Secretary's decision to certify or not to certify an event as an Act of Terrorism and thus covered by this law is final and not subject to review. There is a \$50 billion dollar annual cap on all losses resulting from Acts of Terrorism above which no coverage will be provided under this policy and under the Act unless congress makes some other determination.

For your information, coverage provided by this policy for losses caused by an Act of Terrorism may be partially reimbursed by the United States under a formula established by the Act. Under this formula the United States pays 90% of terrorism losses covered by this law exceeding a statutorily established deductible that must be met by the insurer, and which deductible is based on a percentage of the insurer's direct earned premiums for the year preceding the Act of Terrorism.

Unless you sign this form and return it to us rejecting Terrorism Coverage under the Federal Act, you will be covered for Terrorism as defined in the Act and your premium for that coverage is \$0.00.

I hereby reject coverage in accordance with the Act.

<u>Named Insured:</u>	
<u>Policy Number:</u>	
<u>Print Name:</u>	
<u>Print Title:</u>	
<u>Signature:</u>	
<u>Date:</u>	



MYRON STEVES

October 1, 2014

Insured Name: Doctors Hospital at Renaissance, Ltd.
5501 South McColl Road
Edinburg, TX 78539

Confirmation of Binding for: Healthcare Professional Liability – Excess

Policy Term: October 01, 2014 --- October 01, 2015

Broker Contact / Producer: Becky Tomson Tirey
Myron F. Steves & Co.
3131 Eastside
Houston, TX 77098

Excess Limit of Liability:

Defense Expenses are:

- Within the Limit of Liability
 In Addition to the Limit of Liability

Per Claim Limit: \$10,000,000
Aggregate Limit: \$20,000,000

***Dual Towers:**

- Tower I: PL
- Tower II: GL, AL, & EBL

Retroactive Date: 10/01/2007

Self-Insured Retention:

PL Per Claim: \$ 3,000,000
PL Aggregate: \$ 6,000,000*

GL Per Claim: \$ 3,000,000
GL Aggregate: \$ 6,000,000*

EBL Per Claim: \$3,000,000
EBL Aggregate: \$6,000,000*

*shared aggregate

Underlying Limits of Liability: *(Exclusive of Self Insured Retention)*

Per Claim Limit: \$ N/A
Aggregate Limit: \$ N/A
Underlying Coverage PL/GL/EBL: Per SIR
Auto: 2M CSL

Premium: \$1,040,000.00 Premium
\$ 50,440.00 Surplus Lines Tax
\$ 624.00 Stamping Fee
\$1,091,064.00 Total Premium
Due

See Invoice for the date Premium is due and payable. Failure to pay the premium in full may result in voidance of coverage.