TRAVELERS

Travelers Wrap+® Managed Care Errors and Omissions Liability

ARE YOUR CUSTOMERS ADEQUATELY PROTECTED?

Tailored coverages to address unique managed care exposures

The nature of your customers' business presents a variety of unique exposures to their organization, board of directors, officers and employees. Exposures include:

- Advertising, marketing, selling, enrollment, administration or management by or on behalf of a healthcare plan
- Provider selection
- Utilization review
- Claims services
- Establishing healthcare provider networks
- Reviewing the quality of medical services or providing quality assurance
- Design and/or implementation of financial incentive plans
- Disease management
- Healthcare plan consulting
- Wellness services
- Risk management services to any provider of medical services
- Development or implementation of clinical guidelines, practice parameters or protocols
- Triage for payment of medical services



From quality assurance to claims handling to promoting health and wellness, navigating today's complex network of managed care exposures can be difficult. Having a carrier that understands the risks faced by the managed care industry and having an errors and omissions (E&O) policy tailored to the managed care industry can make all the difference in a claim scenario. Through our program manager Chatham Insurance Services, Inc., Travelers provides the managed care industry expertise and the E&O policy that you need to address the unique exposures your clients face.

With this program, your clients will have the benefit of Travelers Bond & Specialty Insurance claim professionals. All Managed Care E&O claims are managed exclusively by the dedicated team of claim professionals who are experienced in handling these types of claims.

- In recognition of the vast array of exposures, a Travelers *Wrap+* Managed Care Errors and Omissions Liability policy provides a broad range of protection with the flexibility to respond to broad coverage needs. Utilizing the Travelers *Wrap+* new enhanced modular policy, the Managed Care E&O coverage module uses the same common policy terms and conditions and endorsements as the other coverage modules available with Travelers *Wrap+*. Coverage is available on either a Duty to Defend or on a Reimbursement basis. Policy highlights include the following:

Broad definition of claim

Includes monetary and nonmonetary relief, civil, criminal, administrative and regulatory proceedings and alternative dispute resolution proceedings.

Definition of loss

Enhanced definition includes punitive and multiplied damages (most favorable venue), civil fines and penalties imposed under Title II of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and civil fines and penalties and the multiplied portion of any multiplied damage award for antitrust claims (most favorable venue).

Broad definition of insured

Policy definition has been enhanced to include medical directors and any natural person independent contractor who is under written contract with the insured to provide credentialing, peer review or utilization review to the insured, but only if the insured provides indemnification to that natural person in the same manner as to the insured's employees.

Broad definition of managed care activity

Addresses exposures unique to managed care plans and related businesses.

Broad definition of subsidiary

Automatically includes subsidiaries as defined without having to name them on the policy.

Coverage for medical information protection

Includes direct and vicarious liability coverage for maintaining the confidentiality of information regarding medical services or information obtained in the provision of a managed care activity and limiting the release or use of such information in conformance with requirements of law.

Vicarious liability coverage

Includes the performance of, or any failure to perform, a managed care activity or medical information protection, the rendering of, or failure to render, medical services and actual or alleged sexual activity.

Defense coverage

Included for allegations of fraudulent or willful conduct until proven by final adjudication, and for claims by or on behalf of any federal, state or local governmental, regulatory or administrative agency.

Severability of exclusions

All exclusions are severable with respect to insured persons. Only the conduct of an executive officer will be imputed to the insured organization for purposes of applying the fraud exclusion.

Extended reporting period

Bilateral extended reporting period option with 60 days to elect – available if insurer or named insured cancels or fails to renew.

Worldwide coverage

Applies to claims made and wrongful acts occurring anywhere in the world where allowable by law.

Acquisitions

Automatic coverage for majority-owned subsidiaries formed or acquired during the policy period with assets that do not exceed 30% of the total assets of the insured organization.

Non-cancelable by insurer

Non-cancelable by insurer, except for nonpayment of premium with 20 days' notice of cancellation.

Representations

Severability provided for insured persons with respect to the representations made in application. Only knowledge and representations of signer of the application will be imputed to the insured organization.

Managed Care business is administered by ***Chatham Insurance Services, Inc.*** *through an exclusive program agreement.*

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