IronHealth® Managed Care Organization Professional Liability Coverage
IronHealth® combines industry-leading underwriting capabilities with progressive solutions for the unique liability issues within professional Healthcare. We plan for an environment of uncertain, complex liability exposures and, as a result, are able to offer comprehensive coverages with increased customization and greater stability. Our flexible, yet disciplined approach informs our ability to respond to opportunities – even those in historically difficult venues – and to be at the vanguard of improved security for insureds.

Thoughtful Solutions to the Unthinkable
Understanding and responding to the risk transfer needs of Managed Care Organizations are hallmarks of IronHealth’s underwriting and the strength behind our ability to offer large to small organizations the best coverage solutions available today. Our extensive experience allows us to break with convention and design a policy that stretches the imagination – not to mention organizations’ coverage, as we reconsider history and anticipate the future. No doubt you’ve heard people call our solutions innovative. We just call them necessary.
Additional Limit Option for Excess Liability

The possibility of unforeseen gaps or catastrophic events is always real. Our Additional Limit Option is automatically included in every MCO E&O excess policy and gives the insured the option to purchase “top off” insurance over their existing tower of insurance during the policy period or during the 12 months after policy expiration (for insureds who renew their policy with IronHealth). Extra protection can mean significant savings.

- Provides the insured with the ability to purchase additional liability limits during the policy period
- Automatically included with all Managed Care E&O Professional Liability excess policies
- If exercised, the additional limit attaches as new limit on top of the program
- The insured can exercise the option at any time during the 12-month policy period, and the additional limit will become effective retroactive to the original policy inception date; if the insured renews their policy, they will be given an additional 12 months from the original policy expiration date to exercise the option

- Insured has the option to purchase additional limits up to the amount of limits originally purchased with IronHealth, subject to a maximum of $10 million
- Additional premium payable for the new limit will be determined at the time of exercise, but will not exceed 30% of the limit purchased if the option is exercised during the policy period, and 40% of the limit if the option is exercised during the 12 months following policy expiration (available only for those insureds who renew their policy with IronHealth)
- A 10% commission will be paid on the additional premium for the new limit for those accounts where commission was originally paid. Net deals will not be eligible for commission
- This option is available on an insurance basis as well as for captives that purchase reinsurance

MARKET LEADING COVERAGE FEATURES

Broadeat Available Definition of Managed Care Services

Our definition includes services and activities performed whether for the organization itself or for others, in person, on paper, electronically or in any other form. Services and activities are not tied to the application, thus eliminating concern that a service will not be covered due to an inadvertent omission on the part of the insured or the producer.
Private Information Protection
Coverage is on a first dollar basis including cost for notification and credit monitoring. This coverage is offered as an additional limit and has no coinsurance or constraints around the vendors that can be used.

Broad Definition of Claim
Definition includes affirmative coverage for claims brought by the government in any capacity.

Improved Related Claims Language
We recognize that business practices change over time and the same allegations made a few years ago may be addressing very different business practices. To address this issue, we will not relate any claim made during our policy period to any other claim made against the insured more than 36 months prior to our policy inception.

We also recognize that insureds might choose not to report what at the time is a very insignificant matter. Or if they do choose to report that small matter, they would not expect a class action claim later on to be “related back” to that small claim simply because the allegations in both are similar. Therefore, we will not relate any class action claim made against the insured during our policy back to any non-class action claim brought in a prior policy period.

Good Samaritan Coverage
Good Samaritan Coverage is included, as well as coverage for the provision of flu shots and other non-invasive medical services.
**Definition of Insured Person**

Definition is extended to anyone duly authorized to conduct any managed care services on behalf of the insured.

**Minimal Exclusionary Language**

The result: A very broad form which allows insureds to avoid the need for multiple or multi-part policies. Significant privacy, security, media and crisis management coverage is built in.

- No EDP exclusion including no unauthorized use, no security failure, and no virus transmission exclusions
- No antitrust exclusion
- No insurance company E&O exclusion
- No contract or indemnification agreement exclusion
- No property, auto, workers compensation or EPL exclusions
- No nuclear or pollution exclusions
- No insolvency exclusion
- No patent, copyright or trademark exclusion
- No exclusion for claims alleging mental anguish
- No exclusion for developing, licensing or sales of software

**Additional Coverage Highlights**

- Coverage for fines and penalties imposed under HIPAA and any other similar federal, state or local privacy law or regulation
- Vicarious liability for medical services as well as all managed care services and private information protection
- Non-cancelable by insurer
- Definition of insured includes spousal coverage
- Punitive damages with most favorable venue wording
- 90-day claim reporting
- Final adjudication language
- Worldwide coverage
UNDERWRITING CAPABILITIES

Primary and Excess Coverage
• Comprehensive Managed Care E&O coverage
• $25 million capacity
• Coverage available on a duty to defend or reimbursement basis
• Directors & Officers Liability coverage is available to our E&O insureds.

Underwriting Appetite
IronHealth underwrites the full range of managed care organizations. We understand and have expertise in underwriting not only the large traditional managed care organizations such as HMOs and PPOs, but also the myriad of other organizations which provide managed care services including IPAs, PHOs, UROs, MSOs, TPAs, PROs, QI&Os, CVOs, care management and disease management companies, and healthcare consultants.

Payment Plans
Annual or quarterly payment options are available. Quarterly payment option includes no installment fee.

Ancillary Products
• Directors & Officers Liability insurance
• Benefit Plan Sponsor Liability insurance

Risk Management Services
In our ongoing pursuit of meaningful coverage and service differentials for our products, IronHealth has partnered with the nationally recognized firm Epstein Becker & Green, P.C., to provide all of our managed care policyholders with risk management consultative services. The IronHealth managed care risk management program includes the following:
• Direct and unlimited access to Epstein Becker & Green, P.C., via a toll free Risk Management Hotline or email. Policyholders receive preferred client hourly rates with respect to risk management services provided by Epstein, Becker & Green, P.C., in excess of the initial one hour consultation assumed by IronHealth during each annual policy period.
• Review of any single managed care provider contract or policy/procedure by IronHealth at no cost
• Educational resources that include insightful analysis on issues of relevance to the managed care community via IronHealth’s onpoint healthcare industry publication as well as assistance with identifying additional risk management resources or vendors as specific issues arise
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About Ironshore®
Ironshore provides broker-sourced specialty commercial property and casualty coverages for risks located throughout the world. Through its platform in Bermuda, including Iron-Starr Excess, Ironshore writes property and excess casualty insurance for global commercial risks. Ironshore’s U.S. operations write commercial property and casualty insurance, including a variety of coverages in the Management & Professional Liability, Healthcare Liability, Construction and Environmental specialty areas, as well as Energy Property and Casualty within its Global division. Specialty coverages are underwritten at Lloyd’s through Ironshore’s Pembroke Syndicate 4000. The Ironshore group of insurance companies is rated A- (Excellent) by A.M. Best with a Financial Size Category of Class XI. Syndicate 4000 operates within Lloyd’s where the market rating is A (Excellent) by A.M. Best and A+ (Strong) from both Standard & Poor’s and Fitch. For more information, please visit www.ironshore.com.

IRONSHORE® includes Ironshore Insurance Services, LLC, Ironshore Indemnity Inc. and Ironshore Specialty Insurance Company. Ironshore Insurance Services, LLC is a licensed insurance agent and surplus lines broker and distributes insurance products sold by Ironshore Indemnity Inc., a Minnesota-domiciled property and casualty insurer, and Ironshore Specialty Insurance Company, an Arizona-domiciled surplus lines property and casualty insurer, and acts as a general agent for other non-Ironshore insurance companies. IRONPRO®, IRONHEALTH®, IRONBUILT® and IRONENVIRO™ are trademarks and, along with IRONSHORE PROPERTY AND CASUALTY, represent product lines of IRONSHORE. Ironshore Insurance Services, LLC, Ironshore Indemnity Inc. and Ironshore Specialty Insurance Company have their executive offices at One State Street Plaza, New York, NY 10004.

The descriptions herein are a summary only, and do not include all terms, conditions and exclusions of the policies described. Please refer to the actual policy for complete details of coverage and exclusions. Issuance of coverage is subject to underwriting. Coverage depends upon the actual facts of each case and the terms, conditions and exclusions of each individual policy. Policy terms may vary based upon individual state requirements and may not be available in all states. U.S. risks placed with a surplus lines insurer must be placed in accordance with surplus lines laws and other applicable laws. Surplus lines insurers do not generally participate in state guaranty funds and insureds are not protected by such funds. The information contained herein does not constitute an offer to sell or a solicitation. The information provided herein is made available only on request by an insurance professional(s).

* The Ironshore group of insurance companies (Ironshore Indemnity Inc. and Ironshore Specialty Insurance Company) is rated A- (Excellent) by A.M. Best as of April 2009 with a Financial Size Category of Class XI.