IronHealth®
Managed Care Organization
Professional Liability Coverage

IRONSHORE™
A Liberty Mutual Company
IronHealth combines industry-leading underwriting capabilities with progressive solutions for the unique liability issues within the healthcare environment. We plan for an environment of changing, complex liability exposures and, as a result, are able to offer comprehensive coverage with increased customization and greater stability. Our staff of highly skilled, dedicated professionals, ensure prompt, consistent decision-making and quality service. As part of Ironshore Inc., our expansive coverage is backed by the financial strength of Ironshore Insurance Ltd., rated A (Excellent) by A.M. Best Company with a Financial Size Category of Class XIV.

**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

**Policies that run rings around the competitions**

**Thoughtful solutions to the unthinkable**

Out of a long-term commitment to the healthcare market, we bring deep experience and strong problem-solving capabilities to the relationship. Every risk has its unique conditions, so we customize the security and service solutions for each insured. Our flexible, yet disciplined underwriting informs our ability to respond to opportunities — even those in historically difficult venues — and to offer innovative coverage solutions.
### Market leading coverage features

<table>
<thead>
<tr>
<th>Feature</th>
<th>Description</th>
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<tbody>
<tr>
<td><strong>Broadest available definition of managed care services</strong></td>
<td>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.</td>
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<td><strong>Private information protection coverage</strong></td>
<td>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.</td>
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<td><strong>Definition of insured person</strong></td>
<td>Extended to anyone duly authorized to conduct any managed care service on behalf of the insured.</td>
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<td><strong>Broad definition of claim</strong></td>
<td>Affirmative coverage for claims brought by the government in any capacity.</td>
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<td><strong>Improved related claims language</strong></td>
<td>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.</td>
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<td><strong>Good samaritan coverage</strong></td>
<td>Included, as well as coverage for the provision of flu shots and other non-invasive medical services.</td>
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### 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
- Adjudication language
- Worldwide coverage
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 $10M
- 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 the 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

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 ACOs, IPAs, PHOs, UROs, MSOs, TPAs, PROs, QIOs, CVOs, care management and disease management companies, and healthcare consultants.

Underwriting capabilities

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

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
- Accountable Care Organization Liability Coverage
- Integrated Delivery Organization Liability Coverage
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<tr>
<th>Name</th>
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