

IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA

GANESHA PERERA, M.D.,)	
)	
Plaintiff,)	Civil Action No.: 2020CV341889
)	
v.)	
)	
MAGMUTUAL INSURANCE)	
COMPANY,)	<u>JURY TRIAL DEMANDED</u>
)	
Defendant.)	

COMPLAINT

Plaintiff Ganesha Perera, M.D. (“Dr. Perera”), by and through his undersigned counsel, files this Complaint against MagMutual Insurance Company (“MagMutual”), showing the Court as follows:

NATURE OF THE ACTION

This is an action by Dr. Perera, a highly successful and well-respected vascular surgeon, to recover actual, consequential, nominal and punitive damages as well as interest, attorneys’ fees and costs of litigation for MagMutual’s bad faith refusal to provide a defense to Dr. Perera in a medical malpractice lawsuit in the Superior Court of Richmond County, Georgia. MagMutual’s refusal led to a default judgment against Dr. Perera in an otherwise highly defensible case. Because the default judgment constituted a finding of liability where the only issue left to be tried was damages, the action settled for considerably more than it would have had MagMutual provided Dr. Perera the defense it owed him under his policy of medical professional liability insurance. MagMutual thereafter reported the amount of the settlement to the National Practitioner

Data Bank (“NPDB”) and made the amount of the settlement public through its reporting to the Georgia Composite Board of Medical Examiners (“GCBME”). The reported amount of the settlement in the NPDB and as reported by the GCBME is so high that it implies egregious malpractice on the part of Dr. Perera.

Dr. Perera recently left his employment with the University Hospital in Augusta. Because of the inordinately high settlement amount that was reported to NPDB and GCBME and is publicly available through the GCBME, Dr. Perera is suffering harm due to his inability to secure subsequent employment. Indeed, Dr. Perera is expected to have difficulty for the rest of his career securing work at a compensation level equivalent to what he would be making but for MagMutual’s misconduct.

PARTIES

1. Plaintiff Genesha Perera, M.D., a resident and citizen of the State of Georgia, is over 18 years of age.

2. Defendant MagMutual Insurance Company is a Georgia insurance company whose principal office is located at 3535 Piedmont Road, Bldg. 14, Ste. 1000, Atlanta, Fulton County, Georgia 30305-1518. MagMutual can be served through its registered agent, CT Corporation, 289 S. Culver St., Lawrenceville, GA 30046.

JURISDICTION AND VENUE

3. This Court has jurisdiction over the parties and the subject matter of this lawsuit.

4. The venue of this action is proper in Fulton County pursuant to O.C.G.A. § 14-2-510(b)(2) and (3).

FACTS

5. Until recently, Dr. Perera was employed by University Medical Group LLC in Augusta, Georgia, where he specialized in vascular and general surgery. Dr. Perera graduated from Drexel University College of Medicine in 2000.

6. For the period of February 1, 2018 through February 1, 2019, Dr. Perera was a “Protected Person” under MagMutual’s Medical Professional Liability Insurance Claims-Made Policy, Policy Number PSL 120573404 (the “Policy”). Under Section IV of the Policy, MagMutual expressly promised to provide Dr. Perera with a “Strong Defense,” which included the payment of reasonable attorneys’ fees and costs in the defense of a covered claim. A copy of the Policy is attached hereto, marked as Exhibit A and incorporated by reference herein.

7. On February 20, 2018, Dr. Perera performed surgery on Barbara Bowen, a patient suffering from peripheral arterial disease. The patient died from complications of the surgery on February 21, 2018. The surgery and the patient’s death occurred during the “Protected Period” as that phrase is defined in the Policy. Dr. Perera’s care of the patient constituted “Professional Activity” as that phrase is defined in the Policy.

8. In October 2018, Andrew Tisdale, counsel for the surviving spouse of Dr. Perera’s patient, sent an unfiled complaint for wrongful death to Edward L. Burr, Chief Administrative Officer of the University Health Care System (the “Complaint”). The Complaint, which listed Dr. Perera and University Vascular Specialist, Inc. as defendants, alleged that Dr. Perera was negligent in the care he provided to Mrs. Bowen. Mr. Burr promptly sent the Complaint to MagMutual. This satisfied Dr. Perera’s reporting requirements under Sections III and VII(N) of the Policy.

9. Instead of assigning defense counsel to Dr. Perera as it was obligated to do under Section IV of the Agreement (titled “Strong Defense”), MagMutual assigned Benjamin S. Torres, a MagMutual Claims Resolution Facilitator, to resolve the claims against Dr. Perera. MagMutual specifically tasked Mr. Torres with settling early so as to avoid the costs of defense counsel, even at the expense of MagMutual’s express obligation to provide a Strong Defense to Dr. Perera.

10. In an email dated November 8, 2018, Mr. Torres told Dr. Perera he was specifically assigned to “handle” the Complaint “on your behalf,” to “assist you during this process,” and to help Dr. Perera “navigate this difficult process.” Mr. Torres concluded his email by stating, “Rest assure [sic] MagMutual is here to make sure your interests are well protected and seek the best outcome possible to this matter.”

11. In the absence of his own independent counsel, Dr. Perera placed confidence and trust in MagMutual. Dr. Perera believed that Mr. Torres and MagMutual would protect Dr. Perera’s interests at least until such time as MagMutual assigned Dr. Perera his own counsel.

12. Mr. Torres and MagMutual proceeded to act on behalf of Dr. Perera knowing and expecting that Dr. Perera was placing trust and confidence in MagMutual.

13. The Complaint was filed in the Superior Court of Richmond County in the State of Georgia on November 29, 2018.

14. On December 7, 2018, Dr. Perera was served with the summons, Complaint and discovery, including Plaintiff’s Requests for Admissions. Dr. Perera promptly provided the summons, Complaint and discovery to MagMutual.

15. Even after formal service, MagMutual chose not to assign defense counsel to Dr. Perera and, instead, directed Mr. Torres to seek an early resolution of the dispute before MagMutual incurred the costs of defense counsel.

16. On or before December 16, 2018, Dr. Perera had told Mr. Torres that he would not agree to a settlement because he believed he had done everything and more to save the patient and had at all times complied with or exceeded the standard of care.

17. In an email dated December 16, 2018, Mr. Torres told his manager, “The next step on this matter, now that lawsuit has been filed, is either get an extension on behalf of Dr. Perera or assign counsel right away so that a Responsive Pleading can be entered on his behalf. There is no possibility of an early resolution at this point given the insured’s strong defensive position and plaintiff’s counsel’s move to file suit.”

18. Despite there being “no possibility of an early resolution at this point,” MagMutual refused to assign counsel to defend Dr. Perera and refused to provide a defense to Dr. Perera. Instead, MagMutual purported to act on behalf of Dr. Perera with the understanding that Dr. Perera was placing confidence and trust in MagMutual.

19. In an email dated December 21, 2018, Mr. Torres told Dr. Perera that Mr. Tisdale, plaintiff’s counsel, was interested in mediating the case. Mr. Torres recommended early mediation and asked Dr. Perera to provide a few possible dates for mediation in January *if* he were interested in mediation.

20. Although Dr. Perera’s response to the Complaint was due for filing on or before January 7, 2019 (16 days from December 21, 2018) and Dr. Perera’s responses to Plaintiff’s Request for Admissions were due 15 days thereafter, MagMutual refused to assign counsel to defend Dr. Perera and refused to provide a defense to Dr. Perera.

Instead, MagMutual purported to act on behalf of Dr. Perera with the understanding that Dr. Perera was placing confidence and trust in MagMutual.

21. In an email dated December 26, 2018, Mr. Torres asked Dr. Perera, again, if he were interested in early mediation. Though Dr. Perera's response to the Complaint was due in 11 days, MagMutual again refused to assign counsel to defend Dr. Perera and refused to provide a defense to Dr. Perera. Instead, MagMutual purported to act on behalf of Dr. Perera with the understanding that Dr. Perera was placing confidence and trust in MagMutual.

22. In an email dated January 3, 2019, four days before Dr. Perera's response to the Complaint was due to be filed in court, Mr. Torres asked Dr. Perera, again, if he were interested in early mediation. Dr. Perera was reluctant to agree to mediation because he felt strongly that he had met or exceeded the standard of care.

23. Dr. Perera also made it clear to Mr. Torres that even if a mediation were to occur, it would have to be after the completion of a trial Dr. Perera was scheduled to attend in March 2019 in Florence, South Carolina. MagMutual was well aware of Dr. Perera's need to prepare for that trial because MagMutual was providing a defense to Dr. Perera in that case.

24. Despite Dr. Perera's reluctance to agree to mediation and his clearly stated lack of availability until after his trial in March, Mr. Torres represented to plaintiff's counsel on January 7, 2019, the day Dr. Perera's response to the Complaint was due, "I also wanted to confirm our agreement to Mediate before continuing with the litigation."

25. In an email to his manager on January 7, 2019, Mr. Torres told her that Dr. Perera had agreed to early mediation. That was not true. Dr. Perera had not agreed to

an *early* mediation. As he had made clear to Mr. Torres, no mediation could occur before completion of the trial in March.

26. Due to MagMutual's failure to assign defense counsel to Dr. Perera and the consequent failure to file a timely response to the Complaint, Dr. Perera went into default on January 8, 2019.

27. On January 9, 2019, plaintiff's counsel prepared and, after review and agreement by Mr. Torres (but not Dr. Perera), filed a Stipulation to Extend Time and Agreement (the "Stipulation"). Plaintiff's counsel and his client stipulated and agreed in the Stipulation that Dr. Perera would have until February 28, 2019, to respond to the Complaint and until March 29, 2019, to respond to all outstanding discovery requests served by the plaintiff on Dr. Perera. The last paragraph of the Stipulation states, "The Plaintiffs' stipulation and agreement set forth above and herein is specifically made with the understanding that the parties' shall mediate in good faith all issues in litigation in early February, 2019, the date and time to be agreed to." Dr. Perera did not authorize the Stipulation nor the commitment to mediate in early February 2019.

28. Mr. Torres would later testify, falsely, that he sent the Stipulation for Dr. Perera's review before it was filed on January 9, 2019. An email from Mr. Torres to Dr. Perera on January 10, 2019, however, confirms that Mr. Torres did not send the Stipulation to Dr. Perera before it was filed.

29. By email dated January 16, 2019, Mr. Torres's manager notified MagMutual employee Ken Warner that he was replacing Mr. Torres as the handler for Dr. Perera's file. By email dated January 17, 2019 to Mr. Torres, Mr. Warner stated, "Just glancing at the file, it looks as if we do not have consent from our insureds, is that

correct?" In response, Mr. Torres stated that MagMutual still needed to confirm a date with Dr. Perera.

30. But for the Stipulation, Dr. Perera's response to Plaintiffs' Request for Admissions was due to be served no later than January 22, 2019, and Dr. Perera's ability to open the default as a matter of right expired on January 22, 2019.

31. Dr. Perera did not respond to Plaintiff's Request for Admissions or open his default because he had placed trust and confidence in MagMutual and believed that MagMutual was protecting his interests. Moreover, MagMutual refused to assign defense counsel for Dr. Perera and allow said defense counsel to respond to the Plaintiff's Request for Admissions or open Dr. Perera's default on a timely basis.

32. Although the file handling was transferred to Mr. Warner, Mr. Torres continued to communicate with plaintiffs' counsel regarding the mediation. At some point on or before January 27, 2019, Mr. Torres confirmed with plaintiff's counsel that the mediation would occur on February 15, 2019. Dr. Perera never made such a commitment, and Mr. Torres was never authorized by Dr. Perera to make such a commitment.

33. MagMutual was not prepared to proceed with a mediation on February 15, 2019, and could not have proceeded with a good-faith mediation on February 15, 2019, even if such date had been authorized by Dr. Perera.

34. MagMutual assigned Dr. Perera defense counsel on January 27, 2019, several days after the expiration of the time for Dr. Perera to open his default as a matter of right and several days after the time for Dr. Perera to respond to Plaintiff's Request for Admissions.

35. On January 28, 2019, Mr. Warner called plaintiff's counsel to tell him that (1) Mr. Warner was the newly-assigned adjuster, replacing Mr. Torres; (2) the case was still out for review; (3) the insured had not authorized settlement; (3) Mr. Torres had "gotten too far out on his skis" in agreeing to mediation on February 15, 2019; and (4) mediation on February 15, 2019, would not be productive because Mr. Warner had no authority to settle. Plaintiff's counsel thereafter confirmed in an email plaintiff's position that because MagMutual and Dr. Perera were repudiating the Stipulation, Dr. Perera was in default.

36. Dr. Perera's assigned defense counsel filed on his behalf an Answer and a Motion to Open Default and For Withdrawal and Amendment of Request for Admissions on January 28, 2019.

37. On January 31, 2019, plaintiff filed a Motion to Set Aside Stipulation and for Default Judgment wherein he asserted that because Dr. Perera had repudiated the Stipulation and was not prepared, willing or able to attend mediation, the Stipulation should be set aside and Dr. Perera should be held in default for failing to respond to the Complaint in a timely manner.

38. On March 27, 2019, during the hearing of Plaintiff's Motion to Set Aside Stipulation and for Default Judgment and Dr. Perera's Motion to Open Default and For Withdrawal and Amendment of Request for Admissions, the Honorable John Flythe of the Richmond County Superior Court found that because Dr. Perera had not authorized the agreement to mediate as set forth in the Stipulation, and because MagMutual, acting on behalf of Dr. Perera, repudiated the Stipulation before the mediation, Dr. Perera was not entitled to rely upon any terms in the Stipulation. As a consequence, Dr. Perera was in default.

39. Judge Flythe found that Dr. Perera had not opened his default as a matter of right, had failed to meet the requirements for opening a default, and had failed to respond to Plaintiff's Request for Admissions in a timely manner. Plaintiff's counsel was directed to prepare a proposed order granting Plaintiff's Motion to Set Aside Stipulation and for Default Judgment and denying Dr. Perera's Motion to Open Default and For Withdrawal and Amendment of Request for Admissions.

40. Because Dr. Perera was in default and because he failed to timely respond to the Plaintiff's Request for Admissions, he was deemed liable for his patient's death and resulting damages. The only issue remaining for trial, therefore, was the *amount* of plaintiff's damages. As a consequence, Dr. Perera could no longer contest liability and was exposed to a very large verdict for the death of his patient.

41. Dr. Perera and the plaintiff entered into a confidential settlement agreement on April 15, 2019. The amount of the settlement was considerably higher than it would have been had MagMutual (1) acted in good faith; (2) complied with the Policy by assigning defense counsel to Dr. Perera on a timely basis; and (3) complied with its fiduciary duty to protect Dr. Perera's interests.

42. Had MagMutual acted in good faith or otherwise complied with its contractual and fiduciary duties, Dr. Perera would not have gone into default and would have responded to Plaintiff's Request for Admissions on a timely basis.

43. On May 15, 2019, MagMutual admitted fault when it reported to the National Practitioner Data Bank that, "Payment [was] made in full and final settlement of case due to Entry of Default ruling rendered by Court as a result of administrative mistake in handling of claim by insurer that resulted in delayed filing of responsive pleading on behalf of the Practitioner."

COUNT I – Breach of Contract

44. Dr. Perera incorporates by reference each and every allegation contained in Paragraph Nos. 1 through 43, above, as if fully set forth herein.

45. The Policy is a contract of insurance between Dr. Perera and MagMutual.

46. Under the Policy, MagMutual was obligated to assign Dr. Perera defense counsel on a timely basis and to provide him a defense to the Complaint in the Richmond County lawsuit.

47. MagMutual breached its obligations to assign Dr. Perera defense counsel on a timely basis and to provide him a defense to the Complaint in the Richmond County lawsuit.

48. As a result of MagMutual's breaches of its duties under the Policy, Dr. Perera went into default and, due to a failure to respond to Plaintiff's Request for Admissions, admitted fault for the patient's death.

49. All conditions precedent to Dr. Perera's right to enforce the contract of insurance were performed or were waived.

50. As a proximate result of MagMutual's breaches of its duties under the Policy, Dr. Perera has been and will be harmed in amounts to be proven at trial.

COUNT II – Breach of Fiduciary Duty

51. Dr. Perera incorporates by reference each and every allegation contained in Paragraph Nos. 1 through 50, above, as if fully set forth herein.

52. From no later than November 8, 2018, until such time as MagMutual assigned counsel to Dr. Perera at the end of January 2019, Dr. Perera placed confidence and trust in MagMutual to protect him and act in his best interests regarding the claims by Mrs. Bowen's estate.

53. From no later than November 8, 2018, until such time as MagMutual assigned counsel to Dr. Perera at the end of January 2019, MagMutual knew and expected that Dr. Perera was placing such trust and confidence in MagMutual.

54. From no later than November 8, 2018, until such time as MagMutual assigned counsel to Dr. Perera at the end of January 2019, MagMutual owed Dr. Perera a fiduciary duty regarding the claims by Mrs. Bowen's estate.

55. By failing to assign defense counsel to Dr. Perera so that he could timely respond to the Complaint and Plaintiff's Request for Admissions, MagMutual breached its fiduciary duties to Dr. Perera.

56. By failing to provide a defense to Dr. Perera so that he could timely respond to the Complaint and Plaintiff's Request for Admissions, MagMutual breached its fiduciary duties to Dr. Perera.

57. By failing to obtain Dr. Perera's authorization for an early mediation and by falsely representing to plaintiff's counsel that Dr. Perera had committed to an early mediation, MagMutual breached its fiduciary duties to Dr. Perera.

58. By failing to prepare for a mediation on February 15, 2019, MagMutual breached its fiduciary duties to Dr. Perera.

59. As a proximate result of MagMutual's breaches of its fiduciary duties to Dr. Perera, Dr. Perera has been and will be harmed in amounts to be proven at trial.

COUNT III – Bad Faith Refusal to Provide a Defense

60. Dr. Perera incorporates by reference each and every allegation contained in Paragraph Nos. 1 through 59, above, as if fully set forth herein.

61. MagMutual acted in bad faith in breaching its obligations to assign defense counsel and provide a defense to Dr. Perera in the Richmond County suit.

62. MagMutual engaged in a bad faith effort to protect its own interests over those of Dr. Perera.

63. MagMutual failed to give Dr. Perera the same faithful consideration it gave its own interests.

64. An ordinarily prudent insurer would have assigned defense counsel to Dr. Perera on a timely basis and would have provided a defense to Dr. Perera in the Richmond County suit to avoid a default judgment and to provide timely responses to Plaintiff's Request for Admissions.

65. An ordinarily prudent insurer would have considered MagMutual's efforts to avoid defense costs here an unreasonable risk to Dr. Perera.

66. MagMutual acted unreasonably in failing to give equal consideration to the interests of Dr. Perera.

67. As a proximate result of MagMutual's bad faith conduct, Dr. Perera has been and will be harmed in amounts to be proven at trial.

COUNT IV – Negligence

68. Dr. Perera incorporates by reference each and every allegation contained in Paragraph Nos. 1 through 67, above, as if fully set forth herein.

69. MagMutual owed a duty of ordinary care to Dr. Perera.

70. Through want of ordinary care, MagMutual is liable to Dr. Perera for its negligence.

71. As a proximate result of MagMutual's negligence, Dr. Perera has been damaged in amounts to be determined at trial.

COUNT V – Gross Negligence

72. Dr. Perera incorporates by reference each and every allegation contained in Paragraph Nos. 1 through 71, above, as if fully set forth herein.

73. MagMutual's misconduct constitutes gross negligence, recklessness, carelessness and willful and/or wanton conduct.

74. As a proximate result of MagMutual's gross negligence, Dr. Perera has been damaged in amounts to be determined at trial.

Specific Prayer for Expenses of Litigation

75. Dr. Perera incorporates by reference each and every allegation contained in Paragraph Nos. 1 through 74, above, as if fully set forth herein.

76. Because MagMutual has acted in bad faith, has been stubbornly litigious and has caused Dr. Perera unnecessary trouble and expense, Dr. Perera is entitled to his expenses of litigation, including, without limitation, attorneys' fees and costs. See O.C.G.A. §13-6-11.

Specific Prayer for Punitive Damages

77. Dr. Perera incorporates by reference each and every allegation contained in Paragraph Nos. 1 through 76, above, as if fully set forth herein.

78. MagMutual's actions evidenced a specific intent to cause harm to Dr. Perera.

79. Because MagMutual's actions showed willful misconduct, malice, fraud, wantonness, oppression or that entire want of care which would raise the presumption of conscious indifference to consequences, Dr. Perera is entitled to punitive damages.

WHEREFORE, Dr. Perera respectfully prays for the following relief:

- (1) That this Court render judgment in favor of Dr. Perera and against MagMutual for actual, consequential, nominal and punitive damages;
- (2) That this Court render judgment in favor of Dr. Perera and against MagMutual for interest as well as attorneys' fees and other expenses of litigation pursuant to O.C.G.A. § 13-6-11;
- (3) That this Court tax all costs against MagMutual;
- (4) That Dr. Perera have a trial by jury; and
- (5) That this Court enter such other and further relief as it deems just and proper under the circumstances.

Dated: October 27, 2020

Respectfully submitted,

/s/ Cary Ichter

Cary Ichter

Georgia Bar No. 382515

Ichter Davis, LLC

3340 Peachtree Road, NE, Suite 1530

Atlanta, GA 30309

Telephone (404) 869-7600

Facsimile (404) 869-7610

cichter@ichterdavis.com

/s/ James W. Hawkins

James W. Hawkins

Georgia Bar No. 338767

James W. Hawkins, LLC

5470 Blair Valley Run

Cumming, GA 30040

Telephone (678) 697-1278

Facsimile (678) 540-4515

jhawkins@jameswhawkinsllc.com

Counsel for Genesha Perera, M.D.



POLICY BANNER PAGE

POLICY NUMBER: PSL 1205734 04

INSURED: University Medical Group, LLC

University Medical Group, LLC
c/o Southern Protective Group
Attn: Candace Bell
4595 Towne Lake Pkwy, Bldg 300, Ste 210
Woodstock, Georgia 30189

INSURED





3535 Piedmont Road NE, Suite 1000
 P.O. Box 52979 | Atlanta, GA 30355-0979
 404.842.5600 | 800.282.4882 | fax: 404.842.3311
 MagMutual.com

Medical Professional Liability

Policyholder: University Medical Group, LLC

Policy Number

PSL120573404

Coverage Period

02/01/2018 - 02/01/2019

Billing Address

Southern Protective Group, LLC
 Attn: Candace Bell
 4595 Towne Lake Pkwy
 Bldg 300, Suite 210
 Woodstock, Georgia 30189

BILLING NOTICE

Billing Date: 02/21/2018

Thank you for selecting MAG Mutual Insurance Company as your provider for insurance protection. We value your business and ask that you remit your payment promptly to ensure continuance of your coverage.

Your Installment Plan is Annual Payment - 1 payment: Due on effective date of policy. No service charge applies.

INSTALLMENT NUMBER	TRANSACTION DATE	TRANSACTION DESCRIPTION	AMOUNT
01	02/21/2018	Renewal Installment	██████████
	02/21/2018	2017 Net Dividend Credit	██████████

MINIMUM AMOUNT DUE: ██████████
PAYMENT DUE UPON RECEIPT
TOTAL UNPAID PREMIUM: ██████████

RETURN THIS PORTION WITH YOUR REMITTANCE

Policy Number: PSL120573404

Minimum Amount Due: ██████████

Agent Number: 0000002

PAYMENT DUE UPON RECEIPT

Policyholder: University Medical Group, LLC

Mailing Address

Southern Protective Group, LLC
 Attn: Candace Bell
 4595 Towne Lake Pkwy
 Bldg 300, Suite 210
 Woodstock, Georgia 30189

Remit Payment To:

MAG Mutual Insurance Company
 P.O. Box 52979
 Atlanta, GA 30355-0979
If paying by overnight courier service, please use
 3535 Piedmont Road NE
 Bldg 14-Suite 1000
 Atlanta, GA 30305-1518



MagMutual Insurance Company
3535 Piedmont Road NE
Building 14, Suite 1000
Atlanta, GA 30305-1518
800-282-4882 or 404-842-5600
www.MagMutual.com

IMPORTANT INFORMATION ABOUT YOUR RENEWAL PLEASE READ CAREFULLY

Dear MagMutual Policyholder:

Your policy renewal is enclosed. Thank you for considering MagMutual for your medical professional liability needs. As a mutual insurer, we exist to serve our PolicyOwnersSM and everything we do is focused on protecting and supporting you in the practice of medicine, ensuring your continued success. MagMutual serves as a trusted advisor and strategic ally to more than 20,000 physicians and hospitals.

RECEIVE A 10% DIVIDEND NOW

We are pleased to report that MagMutual management team and Board of Directors declared a 10% dividend declaration in 2017. In addition, new PolicyOwners in 2017 have more choices and flexibility with their dividend declaration:

Beginning April 1, 2017, 10% of your eligible premium will be returned to MagMutual policyholders of record as of the close of business April 1, 2017. We will apply the total dividend amount as a credit on each renewal policy. For eligible policy-holders who do not renew their policy, the dividend will be applied to any outstanding balance or paid by check.

NEW 2017 OWNERS CIRCLE® DISTRIBUTION OPTION GIVES POLICYOWNERS MORE FLEXIBILITY

To recognize your loyalty, the MagMutual Board of Directors declared a 10% Owners Circle allocation in 2017, and in addition, added options for PolicyOwners in 2017.

All PolicyOwners on record as of April 1, 2017 will receive the option to deposit the full Owners Circle allocation into a dedicated account¹ OR receive an additional dividend equal to 3% of eligible policy premium.

Options for PolicyOwners who join after April 1, 2017 will remain the same, and will be determined based on the 2018 declaration by the MagMutual Board of Directors.

We thank you for letting us serve you. Please contact your agent or you may contact us directly at (404)-842-5600 if you have any questions or concerns.

¹ Distribution of an Owners Circle® account will occur when a current insured reaches the qualifying events of retirement, disability or death, as defined in the policy.

Your company. Your choice.

New 2017 Owners Circle[®] distribution option gives PolicyOwners more flexibility.

The same great benefits of ownership, but now with more options for increased flexibility and control. All PolicyOwners on record as of **4/1/17** have more choices with their Owners Circle allocation and will receive the option to:

A Deposit the full Owners Circle allocation into a dedicated account payable upon retirement or qualifying event

OR

B Receive an additional dividend equal to 3% of eligible policy premium in lieu of Owners Circle allocation.

NEXT STEPS?

You'll receive a form in your renewal policy providing you the options listed above. Select your option and return the form within 30 days of policy effective date. Contact your agent with questions.

Option to be determined by PolicyOwner and cannot be waived at the individual physician level. Dividends are paid at policy expiration. Dividend and Owners Circle allocations and options are declared annually, at the discretion of the MagMutual Board of Directors.

IMPORTANT CLAIMS INFORMATION

When you joined MAG Mutual Insurance Company you joined the largest and strongest physician-owned and physician-led mutual insurer in the Southeast. Our primary mission is to defend you with all of our efforts and resources against medical professional liability claims so you can continue to focus on providing quality patient care.

As our policyholder/owner you have our promise that we will be here when you need us, working closely with you in all phases of your defense. We strongly believe, and our record shows, that your active participation in the claims process is vital.

To help us provide you the claims service you deserve, we ask that you promptly call our Georgia Claims Department in Atlanta at 404-842-5600 or 800-282-4882 whenever:

- You think a potentially litigious situation has developed with a patient.
- You receive a notice of a lawsuit, an attorney request for records, a subpoena to release medical information or a patient letter expressing dissatisfaction or demanding compensation.

After we discuss your situation, we will ask for a summary of the care and treatment of the patient. Once a claim is reported, we will also need a copy of the patient's medical chart. Keeping us informed when these situations arise helps us prepare and use our resources more effectively for your defense.

We are very pleased that you are a policyholder and owner of MAG Mutual Insurance Company. Be assured we will do everything we can to meet our commitment to you.

Sincerely,



Matt Mitcham
Senior Vice President, Claims

**PRIVACY POLICY
MAG MUTUAL INSURANCE COMPANY**

Information We Collect -- In the course of our business, it is sometimes necessary to collect "nonpublic personal information" about people who seek insurance or financial services from us ("Customers"). We do not, however, collect any information unless it is required to serve our Customers and to conduct our business. We collect information from sources such as:

- Our Customers themselves;
- Consumer reporting agencies and other third parties authorized by a Customer to give us information (e.g., consumer reports, claims reports, medical reports and motor vehicle reports); and
- A Customer's transactions with us, our affiliates, and insurers or broker-dealers that we represent.

This Privacy Policy describes MAG Mutual's practices for protecting the personal information of our customers.

Use and Disclosure of Customer Information -- We do not disclose any nonpublic personal information about our Customers or former Customers to anyone outside our organization, except to effect a transaction authorized by the Customer or as required by law. We may disclose such personal information to our affiliates:

- To complete financial transactions authorized by a Customer;
- To service, process or administer business operations such as accounting, underwriting and claims; and
- To identify other products and services that may be beneficial to a Customer.

Sharing of Information with Service Providers -- From time to time, we may retain third parties to perform various support services for us. Such third parties may include insurance claims adjusters, attorneys, or mail houses. We may disclose limited amounts of Customer information to these parties so they

can perform their services, but we do not disclose any more information than is necessary.

Medical Information -- If we receive a Customer's health information, we do not share such information with third parties or affiliates except as required to service the subject Customer's policy, account, claim or contract; for legitimate insurance functions; as allowed by applicable laws governing privacy of health records; or with the Customer's authorization.

Confidentiality and Security of Customer's Information -- We go to great lengths to maintain the privacy and security of our Customers' personal information. We maintain physical, electronic and procedural safeguards to protect all the information we collect. We are careful to ensure that our employees follow strict policies and procedures to protect the confidentiality of our Customers' personal information, and our computer systems are configured in a way to prevent inappropriate access by third parties. Our employees are allowed access to a Customer's personal information only to the extent that they need to know that information to provide products or services to the Customer or for other legitimate business purposes.

Accuracy of Information -- It is important to us to keep a Customer's information current and accurate. If you believe that our records are inaccurate or incomplete, please contact us at 1-800-282-4882. We will investigate your concerns and correct any inaccuracies.

Changes to our Policy -- We do not foresee any reason to change our Privacy Policy, but business conditions may warrant a change from time to time. We will provide you with notice of any material or significant changes to the Policy before implementing them. If you have any questions about how we handle privacy and confidentiality issues, please contact us.



Insurance Company
 P.O. Box 52979
 Atlanta, GA 30355-0979
 404-842-5600 800-282-4882

Medical Professional Liability Insurance Claims-Made Policy

Policy Number	Policy Period	
	From	To
PSL 1205734 04	02/01/2018 12:01 A.M. in Atlanta, GA	02/01/2019

Transaction

RENEWAL DECLARATION

Who is Protected

University Medical Group, LLC
 c/o Southern Protective Group
 Attn: Candace Bell
 4595 Towne Lake Pkwy, Bldg 300, Ste 210
 Woodstock, Georgia 30189

Agreements and Endorsements

Protected Persons Total Premium	PREMIUM	[REDACTED]
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OTHER COVERAGE DETAIL FORMS PREMIUM

See Forms and Endorsements for all Forms on Policy.
 Regulatory Defense \$50,000 Per Event/\$250,000 Policy Aggregate
 Restrictive Endorsements
 Change Endorsements
 Large Clinic End.
 Professional Org Shared Lmts

PS-LC
 PS-ORG-SH

TOTAL PREMIUM	[REDACTED]
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Forms and Endorsements

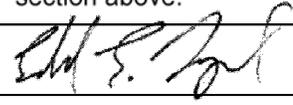
CHGGE (01/14)	PS-AMN-GA (01/14)	PS-AMN-GA2(01/14)	PS-AMN-OS (01/14)	PS-CAN-GA (01/14)
PS-CHG44 (01/14)	PS-CYBER (01/14)	PS-IA (01/15)	PS-LC (01/14)	PS-MP (04/16)
PS-OC (01/14)	PS-ORG-SH (01/14)	PS-RES34A (01/14)	PS-RES54A (01/14)	PS-RES56 (01/14)
PS-RES65 (01/14)	PS-RES66 (01/14)	PS-RES69 (01/14)	RESGE (01/14)	

Schedule of Other Protected Persons

Protected Person	Class Code	Retroactive Dates	Limit Layers (Each Loss/Aggregate)	Premium
[REDACTED]	802810	07/01/1988 07/01/1988 07/01/1988	1,000,000/3,000,000 1,000,000/1,000,000 1,000,000/1,000,000	
CURRENT LIMITS/PREMIUM			3,000,000/5,000,000	[REDACTED]
[REDACTED]	802810	07/01/1993 07/01/1993 07/01/1993	1,000,000/3,000,000 1,000,000/1,000,000 1,000,000/1,000,000	
CURRENT LIMITS/PREMIUM			3,000,000/5,000,000	[REDACTED]
[REDACTED]	802810	07/01/1997 07/01/1997 07/01/1997	1,000,000/3,000,000 1,000,000/1,000,000 1,000,000/1,000,000	
CURRENT LIMITS/PREMIUM			3,000,000/5,000,000	[REDACTED]

Policy Issued To:

This policy is issued to the person or entity listed in the "Who is Protected" section above.

Authorized Representative		Date 02/22/18
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Insurance Company
 P.O. Box 52979
 Atlanta, GA 30355-0979
 404-842-5600 800-282-4882

Medical Professional Liability Insurance Claims-Made Policy

Policy Number	Policy Period	
	From	To
PSL 1205734 04	02/01/2018 12:01 A.M. in Atlanta, GA	02/01/2019

Transaction
 RENEWAL DECLARATION

Who is Protected
 University Medical Group, LLC
 c/o Southern Protective Group
 Attn: Candace Bell
 4595 Towne Lake Pkwy, Bldg 300, Ste 210
 Woodstock, Georgia 30189

Schedule of Other Protected Persons Continued. . .

Protected Person	Class Code	Retroactive Dates	Limit Layers (Each Loss/Aggregate)	Premium
[REDACTED]	802810	04/01/2006 04/01/2006 04/01/2006	1,000,000/3,000,000 1,000,000/1,000,000 1,000,000/1,000,000	
CURRENT LIMITS/PREMIUM			3,000,000/5,000,000	[REDACTED]
[REDACTED]	802810	08/18/2014 08/18/2014 08/18/2014	1,000,000/3,000,000 1,000,000/1,000,000 1,000,000/1,000,000	
CURRENT LIMITS/PREMIUM			3,000,000/5,000,000	[REDACTED]
[REDACTED]	802810	02/07/2015 02/07/2015 02/07/2015	1,000,000/3,000,000 1,000,000/1,000,000 1,000,000/1,000,000	
CURRENT LIMITS/PREMIUM			3,000,000/5,000,000	[REDACTED]
[REDACTED]	801520	08/28/2000	1,000,000/3,000,000 1,000,000/3,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				[REDACTED]
[REDACTED]	801520	09/01/2000	1,000,000/3,000,000 1,000,000/3,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				[REDACTED]
[REDACTED]	801520	07/03/2006	1,000,000/3,000,000 1,000,000/3,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				[REDACTED]
[REDACTED]	801960	01/01/2009	1,000,000/3,000,000 1,000,000/3,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				[REDACTED]
[REDACTED]	841960	07/01/2007	1,000,000/3,000,000 1,000,000/3,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				[REDACTED]
[REDACTED]	802570	11/27/1987	1,000,000/3,000,000 1,000,000/3,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				[REDACTED]
[REDACTED]	802690	08/01/2002	1,000,000/3,000,000 1,000,000/3,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				[REDACTED]
[REDACTED]	802950	08/01/2002	1,000,000/3,000,000 1,000,000/3,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				[REDACTED]
[REDACTED]	802690	07/01/2009	1,000,000/3,000,000 1,000,000/3,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				[REDACTED]

Policy Issued To:

This policy is issued to the person or entity listed in the "Who is Protected" section above.

Authorized Representative		Date 02/22/18
---------------------------	--	---------------



Insurance Company
 P.O. Box 52979
 Atlanta, GA 30355-0979
 404-842-5600 800-282-4882

Medical Professional Liability Insurance Claims-Made Policy

Policy Number	Policy Period	
	From	To
PSL 1205734 04	02/01/2018 12:01 A.M. in Atlanta, GA	02/01/2019

Transaction

RENEWAL DECLARATION

Who is Protected

University Medical Group, LLC
 c/o Southern Protective Group
 Attn: Candace Bell
 4595 Towne Lake Pkwy, Bldg 300, Ste 210
 Woodstock, Georgia 30189

Schedule of Other Protected Persons Continued. . .

Protected Person	Class Code	Retroactive Dates	Limit Layers (Each Loss/Aggregate)	Premium
██████████ CURRENT LIMITS/PREMIUM	804200	07/01/1994	1,000,000/3,000,000 1,000,000/3,000,000	██████████
██████████ CURRENT LIMITS/PREMIUM	804240	10/24/2006	1,000,000/3,000,000 1,000,000/3,000,000	██████████
██████████ CURRENT LIMITS/PREMIUM	802570	05/01/1999	1,000,000/3,000,000 1,000,000/3,000,000	██████████
██████████ CURRENT LIMITS/PREMIUM	802570	05/01/1999	1,000,000/3,000,000 1,000,000/3,000,000	██████████
██████████ CURRENT LIMITS/PREMIUM	802570	05/01/1999	1,000,000/3,000,000 1,000,000/3,000,000	██████████
██████████ CURRENT LIMITS/PREMIUM	802570	02/01/2004	1,000,000/3,000,000 1,000,000/3,000,000	██████████
██████████ CURRENT LIMITS/PREMIUM	802570	05/01/2005 05/01/2005 05/01/2005	1,000,000/3,000,000 1,000,000/1,000,000 1,000,000/1,000,000 3,000,000/5,000,000	██████████
██████████ CURRENT LIMITS/PREMIUM	802570	05/01/2005 05/01/2005 05/01/2005	1,000,000/3,000,000 1,000,000/1,000,000 1,000,000/1,000,000 3,000,000/5,000,000	██████████
██████████ CURRENT LIMITS/PREMIUM	802570	09/28/2007 09/28/2007 09/28/2007	1,000,000/3,000,000 1,000,000/1,000,000 1,000,000/1,000,000 3,000,000/5,000,000	██████████
██████████ CURRENT LIMITS/PREMIUM	802570	01/06/2014	1,000,000/3,000,000 1,000,000/3,000,000	██████████
██████████ CURRENT LIMITS/PREMIUM	801160	04/01/2015	1,000,000/3,000,000 1,000,000/3,000,000	██████████
██████████ CURRENT LIMITS/PREMIUM	802570	07/01/2015	1,000,000/3,000,000 1,000,000/3,000,000	██████████

Policy Issued To:

This policy is issued to the person or entity listed in the "Who is Protected" section above.

	Authorized Representative	
		Date 02/22/18



Insurance Company
 P.O. Box 52979
 Atlanta, GA 30355-0979
 404-842-5600 800-282-4882

Medical Professional Liability Insurance Claims-Made Policy

Policy Number	Policy Period	
	From	To
PSL 1205734 04	02/01/2018 12:01 A.M. in Atlanta, GA	02/01/2019

Transaction
 RENEWAL DECLARATION

Who is Protected
 University Medical Group, LLC
 c/o Southern Protective Group
 Attn: Candace Bell
 4595 Towne Lake Pkwy, Bldg 300, Ste 210
 Woodstock, Georgia 30189

Schedule of Other Protected Persons Continued. . .

Protected Person	Class Code	Retroactive Dates	Limit Layers (Each Loss/Aggregate)	Premium
[REDACTED]	802810	07/01/2015 07/01/2015 07/01/2015	1,000,000/3,000,000 1,000,000/1,000,000 1,000,000/1,000,000 3,000,000/5,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				
[REDACTED]	804240	08/01/2015	1,000,000/3,000,000 1,000,000/3,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				
[REDACTED]	802590	07/01/1981 07/01/1981 07/01/1981	1,000,000/3,000,000 1,000,000/1,000,000 1,000,000/1,000,000 3,000,000/5,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				
[REDACTED]	802590	04/15/2014	1,000,000/3,000,000 1,000,000/3,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				
[REDACTED]	802590	09/01/2014	1,000,000/3,000,000 1,000,000/3,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				
[REDACTED]	804200	10/05/2015	1,000,000/3,000,000 1,000,000/3,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				
[REDACTED]	804910	01/01/2016	1,000,000/3,000,000 1,000,000/3,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				
[REDACTED]	844240	01/01/2016	1,000,000/3,000,000 1,000,000/3,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				
[REDACTED]	801070	07/15/2009	1,000,000/3,000,000 1,000,000/3,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				
[REDACTED]	801070	02/22/2006	1,000,000/3,000,000 1,000,000/3,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				
[REDACTED]	802950	10/01/2011	1,000,000/3,000,000 1,000,000/3,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				
[REDACTED]	802570	10/15/2013	1,000,000/3,000,000 1,000,000/3,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				
[REDACTED]	802950	03/15/2013	1,000,000/3,000,000 1,000,000/3,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				

Policy Issued To:

This policy is issued to the person or entity listed in the "Who is Protected" section above.

Authorized Representative	Date 02/22/18
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Insurance Company
 P.O. Box 52979
 Atlanta, GA 30355-0979
 404-842-5600 800-282-4882

Medical Professional Liability Insurance Claims-Made Policy

Policy Number	Policy Period	
	From	To
PSL 1205734 04	02/01/2018 12:01 A.M. in Atlanta, GA	02/01/2019

Transaction
 RENEWAL DECLARATION

Who is Protected
 University Medical Group, LLC
 c/o Southern Protective Group
 Attn: Candace Bell
 4595 Towne Lake Pkwy, Bldg 300, Ste 210
 Woodstock, Georgia 30189

Schedule of Other Protected Persons Continued. . .

Protected Person	Class Code	Retroactive Dates	Limit Layers (Each Loss/Aggregate)	Premium
[REDACTED]	801440	07/01/2014 02/01/2018 02/01/2018	1,000,000/3,000,000 1,000,000/1,000,000 1,000,000/1,000,000 3,000,000/5,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				
[REDACTED]	802610	10/01/2014	1,000,000/3,000,000 1,000,000/3,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				
[REDACTED]	804200	09/02/2014	1,000,000/3,000,000 1,000,000/3,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				
[REDACTED]	802570	12/19/2014	1,000,000/3,000,000 1,000,000/3,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				
[REDACTED]	804240	07/01/2015	1,000,000/3,000,000 1,000,000/3,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				
[REDACTED]	802950	01/30/2015	1,000,000/3,000,000 1,000,000/3,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				
[REDACTED]	802570	09/01/2014	1,000,000/3,000,000 1,000,000/3,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				
[REDACTED]	802570	10/15/2012	1,000,000/3,000,000 1,000,000/3,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				
[REDACTED]	802570	08/01/2011	1,000,000/3,000,000 1,000,000/3,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				
[REDACTED]	844240	12/15/2013	1,000,000/3,000,000 1,000,000/3,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				
[REDACTED]	802950	09/01/2012	1,000,000/3,000,000 1,000,000/3,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				
[REDACTED]	802570	08/15/2013	1,000,000/3,000,000 1,000,000/3,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				
[REDACTED]	802570	09/01/2014	1,000,000/3,000,000 1,000,000/3,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				
[REDACTED]	804200	07/01/2012	1,000,000/3,000,000 1,000,000/3,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				

Policy Issued To:

This policy is issued to the person or entity listed in the "Who is Protected" section above.

Authorized Representative		Date 02/22/18
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Insurance Company
 P.O. Box 52979
 Atlanta, GA 30355-0979
 404-842-5600 800-282-4882

Medical Professional Liability Insurance Claims-Made Policy

Policy Number	Policy Period	
	From	To
PSL 1205734 04	02/01/2018 12:01 A.M. in Atlanta, GA	02/01/2019

Transaction
 RENEWAL DECLARATION

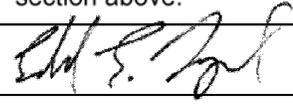
Who is Protected
 University Medical Group, LLC
 c/o Southern Protective Group
 Attn: Candace Bell
 4595 Towne Lake Pkwy, Bldg 300, Ste 210
 Woodstock, Georgia 30189

Schedule of Other Protected Persons Continued. . .

Protected Person	Class Code	Retroactive Dates	Limit Layers (Each Loss/Aggregate)	Premium
██████████ CURRENT LIMITS/PREMIUM	802570	08/01/2011	1,000,000/3,000,000 1,000,000/3,000,000	██████████
██████████ CURRENT LIMITS/PREMIUM	804210	05/17/2013	1,000,000/3,000,000 1,000,000/3,000,000	██████████
██████████ CURRENT LIMITS/PREMIUM	801440	09/01/2011 02/01/2018 02/01/2018	1,000,000/3,000,000 1,000,000/1,000,000 1,000,000/1,000,000 3,000,000/5,000,000	██████████
██████████ CURRENT LIMITS/PREMIUM	802950	09/01/2013	1,000,000/3,000,000 1,000,000/3,000,000	██████████
██████████ CURRENT LIMITS/PREMIUM	804200	01/02/2015	1,000,000/3,000,000 1,000,000/3,000,000	██████████
██████████ CURRENT LIMITS/PREMIUM	802740	08/25/2014	1,000,000/3,000,000 1,000,000/3,000,000	██████████
██████████ CURRENT LIMITS/PREMIUM	802950	08/01/2013	1,000,000/3,000,000 1,000,000/3,000,000	██████████
██████████ CURRENT LIMITS/PREMIUM	802570	08/01/2014	1,000,000/3,000,000 1,000,000/3,000,000	██████████
██████████ CURRENT LIMITS/PREMIUM	802950	10/01/2011	1,000,000/3,000,000 1,000,000/3,000,000	██████████
██████████ CURRENT LIMITS/PREMIUM	802570	08/01/2011	1,000,000/3,000,000 1,000,000/3,000,000	██████████
██████████ CURRENT LIMITS/PREMIUM	802950	10/01/2011	1,000,000/3,000,000 1,000,000/3,000,000	██████████
██████████ CURRENT LIMITS/PREMIUM	802950	10/01/2011	1,000,000/3,000,000 1,000,000/3,000,000	██████████
██████████ CURRENT LIMITS/PREMIUM	802570	08/01/2011	1,000,000/3,000,000 1,000,000/3,000,000	██████████
██████████ CURRENT LIMITS/PREMIUM	802950	09/01/2012	1,000,000/3,000,000 1,000,000/3,000,000	██████████

Policy Issued To:

This policy is issued to the person or entity listed in the "Who is Protected" section above.

Authorized Representative		Date 02/22/18
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Insurance Company
 P.O. Box 52979
 Atlanta, GA 30355-0979
 404-842-5600 800-282-4882

Medical Professional Liability Insurance Claims-Made Policy

Policy Number	Policy Period	
	From	To
PSL 1205734 04	02/01/2018 12:01 A.M. in Atlanta, GA	02/01/2019

Transaction
 RENEWAL DECLARATION

Who is Protected
 University Medical Group, LLC
 c/o Southern Protective Group
 Attn: Candace Bell
 4595 Towne Lake Pkwy, Bldg 300, Ste 210
 Woodstock, Georgia 30189

Schedule of Other Protected Persons Continued. . .

Protected Person	Class Code	Retroactive Dates	Limit Layers (Each Loss/Aggregate)	Premium
██████████ CURRENT LIMITS/PREMIUM	802950	06/08/2012	1,000,000/3,000,000 1,000,000/3,000,000	██████████
██████████ CURRENT LIMITS/PREMIUM	802950	10/01/2011	1,000,000/3,000,000 1,000,000/3,000,000	██████████
██████████ CURRENT LIMITS/PREMIUM	802950	10/01/2011	1,000,000/3,000,000 1,000,000/3,000,000	██████████
██████████ CURRENT LIMITS/PREMIUM	802570	08/01/2014	1,000,000/3,000,000 1,000,000/3,000,000	██████████
██████████ CURRENT LIMITS/PREMIUM	802570	09/01/2013	1,000,000/3,000,000 1,000,000/3,000,000	██████████
██████████ CURRENT LIMITS/PREMIUM	802570	08/01/2011	1,000,000/3,000,000 1,000,000/3,000,000	██████████
Ganesh Perera, MD CURRENT LIMITS/PREMIUM	801460	04/14/2014 02/01/2018 02/01/2018	1,000,000/3,000,000 1,000,000/1,000,000 1,000,000/1,000,000 3,000,000/5,000,000	37,365.00
██████████ CURRENT LIMITS/PREMIUM	802610	07/01/2014	1,000,000/3,000,000 1,000,000/3,000,000	██████████
██████████ CURRENT LIMITS/PREMIUM	802950	10/01/2011	1,000,000/3,000,000 1,000,000/3,000,000	██████████
██████████ CURRENT LIMITS/PREMIUM	802570	08/01/2011	1,000,000/3,000,000 1,000,000/3,000,000	██████████
██████████ CURRENT LIMITS/PREMIUM	802570	08/01/2011	1,000,000/3,000,000 1,000,000/3,000,000	██████████
██████████ CURRENT LIMITS/PREMIUM	802950	10/01/2011	1,000,000/3,000,000 1,000,000/3,000,000	██████████
██████████ CURRENT LIMITS/PREMIUM	802570	09/01/2013	1,000,000/3,000,000 1,000,000/3,000,000	██████████

Policy Issued To:

This policy is issued to the person or entity listed in the "Who is Protected" section above.

	Authorized Representative	
		Date 02/22/18



Insurance Company
 P.O. Box 52979
 Atlanta, GA 30355-0979
 404-842-5600 800-282-4882

Medical Professional Liability Insurance Claims-Made Policy

Policy Number	Policy Period	
	From	To
PSL 1205734 04	02/01/2018 12:01 A.M. in Atlanta, GA	02/01/2019

Transaction
 RENEWAL DECLARATION

Who is Protected
 University Medical Group, LLC
 c/o Southern Protective Group
 Attn: Candace Bell
 4595 Towne Lake Pkwy, Bldg 300, Ste 210
 Woodstock, Georgia 30189

Schedule of Other Protected Persons Continued. . .

Protected Person	Class Code	Retroactive Dates	Limit Layers (Each Loss/Aggregate)	Premium
[REDACTED]	801460	08/01/2011 02/01/2018 02/01/2018	1,000,000/3,000,000 1,000,000/1,000,000 1,000,000/1,000,000 3,000,000/5,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				
[REDACTED]	802950	10/01/2011	1,000,000/3,000,000 1,000,000/3,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				
[REDACTED]	842570	01/07/2013	1,000,000/3,000,000 1,000,000/3,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				
[REDACTED]	802570	03/12/2012	1,000,000/3,000,000 1,000,000/3,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				
[REDACTED]	802570	08/31/2015	1,000,000/3,000,000 1,000,000/3,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				
[REDACTED]	802570	07/01/2015	1,000,000/3,000,000 1,000,000/3,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				
[REDACTED]	802950	08/31/2015	1,000,000/3,000,000 1,000,000/3,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				
[REDACTED]	802950	07/01/2015	1,000,000/3,000,000 1,000,000/3,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				
[REDACTED]	802570	07/01/2015	1,000,000/3,000,000 1,000,000/3,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				
[REDACTED]	802950	08/11/2015	1,000,000/3,000,000 1,000,000/3,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				
[REDACTED]	802570	12/01/2015	1,000,000/3,000,000 1,000,000/3,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				
[REDACTED]	801430	08/26/2014	1,000,000/3,000,000 1,000,000/3,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				
[REDACTED]	801410	02/01/2016	1,000,000/3,000,000 1,000,000/3,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				
[REDACTED]	802610	07/01/2016	1,000,000/3,000,000 1,000,000/3,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				

Policy Issued To:

This policy is issued to the person or entity listed in the "Who is Protected" section above.

Authorized Representative		Date 02/22/18
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Insurance Company
 P.O. Box 52979
 Atlanta, GA 30355-0979
 404-842-5600 800-282-4882

Medical Professional Liability Insurance Claims-Made Policy

Policy Number	Policy Period	
	From	To
PSL 1205734 04	02/01/2018 12:01 A.M. in Atlanta, GA	02/01/2019

Transaction

RENEWAL DECLARATION

Who is Protected

University Medical Group, LLC
 c/o Southern Protective Group
 Attn: Candace Bell
 4595 Towne Lake Pkwy, Bldg 300, Ste 210
 Woodstock, Georgia 30189

Schedule of Other Protected Persons Continued. . .

Protected Person	Class Code	Retroactive Dates	Limit Layers (Each Loss/Aggregate)	Premium
████████████████████ CURRENT LIMITS/PREMIUM	802450	08/01/2016	1,000,000/3,000,000 1,000,000/3,000,000	██████████
████████████████████ CURRENT LIMITS/PREMIUM	804240	08/01/2016	1,000,000/3,000,000 1,000,000/3,000,000	██████████
████████████████████ CURRENT LIMITS/PREMIUM	804910	08/05/2016	1,000,000/3,000,000 1,000,000/3,000,000	██████████
████████████████████ CURRENT LIMITS/PREMIUM	842570	10/01/2016	1,000,000/3,000,000 1,000,000/3,000,000	██████████
████████████████████ CURRENT LIMITS/PREMIUM	802950	09/01/2016	1,000,000/3,000,000 1,000,000/3,000,000	██████████
████████████████████ CURRENT LIMITS/PREMIUM	804200	02/01/2017	1,000,000/3,000,000 1,000,000/3,000,000	██████████
████████████████████ CURRENT LIMITS/PREMIUM	802810	01/01/1987 01/01/1987 01/01/1987	1,000,000/3,000,000 1,000,000/1,000,000 1,000,000/1,000,000 3,000,000/5,000,000	██████████
████████████████████ CURRENT LIMITS/PREMIUM	802810	06/01/1984 06/01/1984 06/01/1984	1,000,000/3,000,000 1,000,000/1,000,000 1,000,000/1,000,000 3,000,000/5,000,000	██████████
████████████████████ CURRENT LIMITS/PREMIUM	802810	07/01/1992 07/01/1992 07/01/1992	1,000,000/3,000,000 1,000,000/1,000,000 1,000,000/1,000,000 3,000,000/5,000,000	██████████
████████████████████ CURRENT LIMITS/PREMIUM	802550	08/01/1987 08/01/1987 08/01/1987	1,000,000/3,000,000 1,000,000/1,000,000 1,000,000/1,000,000 3,000,000/5,000,000	██████████
████████████████████ CURRENT LIMITS/PREMIUM	802810	07/09/1990	1,000,000/3,000,000 1,000,000/3,000,000	██████████

Policy Issued To:

This policy is issued to the person or entity listed in the "Who is Protected" section above.

	Authorized Representative	
		Date 02/22/18



Insurance Company
 P.O. Box 52979
 Atlanta, GA 30355-0979
 404-842-5600 800-282-4882

Medical Professional Liability Insurance Claims-Made Policy

Policy Number	Policy Period	
	From	To
PSL 1205734 04	02/01/2018 12:01 A.M. in Atlanta, GA	02/01/2019

Transaction

RENEWAL DECLARATION

Who is Protected

University Medical Group, LLC
 c/o Southern Protective Group
 Attn: Candace Bell
 4595 Towne Lake Pkwy, Bldg 300, Ste 210
 Woodstock, Georgia 30189

Schedule of Other Protected Persons Continued. . .

Protected Person	Class Code	Retroactive Dates	Limit Layers (Each Loss/Aggregate)	Premium
[REDACTED]	802810	07/01/1994 07/01/1994 07/01/1994	1,000,000/3,000,000 1,000,000/1,000,000 1,000,000/1,000,000	
CURRENT LIMITS/PREMIUM			3,000,000/5,000,000	[REDACTED]
[REDACTED]	802810	06/30/1995 06/30/1995 06/30/1995	1,000,000/3,000,000 1,000,000/1,000,000 1,000,000/1,000,000	
CURRENT LIMITS/PREMIUM			3,000,000/5,000,000	[REDACTED]
[REDACTED]	802810	05/15/1993 05/15/1993 05/15/1993	1,000,000/3,000,000 1,000,000/1,000,000 1,000,000/1,000,000	
CURRENT LIMITS/PREMIUM			3,000,000/5,000,000	[REDACTED]
[REDACTED]	802810	07/01/1975 07/01/1975 07/01/1975	1,000,000/3,000,000 1,000,000/1,000,000 1,000,000/1,000,000	
CURRENT LIMITS/PREMIUM			3,000,000/5,000,000	[REDACTED]
[REDACTED]	802810	06/15/1984 06/15/1984 06/15/1984	1,000,000/3,000,000 1,000,000/1,000,000 1,000,000/1,000,000	
CURRENT LIMITS/PREMIUM			3,000,000/5,000,000	[REDACTED]
[REDACTED]	802810	07/01/2005 07/01/2005 07/01/2005	1,000,000/3,000,000 1,000,000/1,000,000 1,000,000/1,000,000	
CURRENT LIMITS/PREMIUM			3,000,000/5,000,000	[REDACTED]
[REDACTED]	802810	09/25/1995 09/25/1995 09/25/1995	1,000,000/3,000,000 1,000,000/1,000,000 1,000,000/1,000,000	
CURRENT LIMITS/PREMIUM			3,000,000/5,000,000	[REDACTED]
[REDACTED]	802810	02/01/1993 02/01/1993 02/01/1993	1,000,000/3,000,000 1,000,000/1,000,000 1,000,000/1,000,000	
CURRENT LIMITS/PREMIUM			3,000,000/5,000,000	[REDACTED]

Policy Issued To:

This policy is issued to the person or entity listed in the "Who is Protected" section above.

Authorized Representative		Date	02/22/18
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Insurance Company
 P.O. Box 52979
 Atlanta, GA 30355-0979
 404-842-5600 800-282-4882

Medical Professional Liability Insurance Claims-Made Policy

Policy Number	Policy Period	
	From	To
PSL 1205734 04	02/01/2018 12:01 A.M. in Atlanta, GA	02/01/2019

Transaction

RENEWAL DECLARATION

Who is Protected

University Medical Group, LLC
 c/o Southern Protective Group
 Attn: Candace Bell
 4595 Towne Lake Pkwy, Bldg 300, Ste 210
 Woodstock, Georgia 30189

Schedule of Other Protected Persons Continued. . .

Protected Person	Class Code	Retroactive Dates	Limit Layers (Each Loss/Aggregate)	Premium
[REDACTED]	802550	07/01/1984 07/01/1984 07/01/1984	1,000,000/3,000,000 1,000,000/1,000,000 1,000,000/1,000,000 3,000,000/5,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				
[REDACTED]	801960	12/01/2016	1,000,000/3,000,000 1,000,000/3,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				
[REDACTED]	802550	03/01/2017 02/01/2018 02/01/2018	1,000,000/3,000,000 1,000,000/1,000,000 1,000,000/1,000,000 3,000,000/5,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				
[REDACTED]	802950	05/01/2017	1,000,000/3,000,000 1,000,000/3,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				
[REDACTED]	802590	07/01/2017	1,000,000/3,000,000 1,000,000/3,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				
[REDACTED]	802950	07/01/2017	1,000,000/3,000,000 1,000,000/3,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				
[REDACTED]	802950	07/01/2017	1,000,000/3,000,000 1,000,000/3,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				
[REDACTED]	801430	07/18/2017 07/18/2017 07/18/2017	1,000,000/3,000,000 1,000,000/1,000,000 1,000,000/1,000,000 3,000,000/5,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				
[REDACTED]	802460	07/01/2017	1,000,000/3,000,000 1,000,000/3,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				
[REDACTED]	802380	07/24/2017	1,000,000/3,000,000 1,000,000/3,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				
[REDACTED]	802800	08/01/2017	1,000,000/3,000,000 1,000,000/3,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				
[REDACTED]	802610	08/01/2017	1,000,000/3,000,000 1,000,000/3,000,000	[REDACTED]
CURRENT LIMITS/PREMIUM				

Policy Issued To:

This policy is issued to the person or entity listed in the "Who is Protected" section above.

Authorized Representative		Date 02/22/18
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Insurance Company
 P.O. Box 52979
 Atlanta, GA 30355-0979
 404-842-5600 800-282-4882

Medical Professional Liability Insurance Claims-Made Policy

Policy Number	Policy Period	
	From	To
PSL 1205734 04	02/01/2018 12:01 A.M. in Atlanta, GA	02/01/2019

Transaction
 RENEWAL DECLARATION

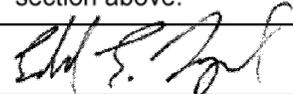
Who is Protected
 University Medical Group, LLC
 c/o Southern Protective Group
 Attn: Candace Bell
 4595 Towne Lake Pkwy, Bldg 300, Ste 210
 Woodstock, Georgia 30189

Schedule of Other Protected Persons Continued. . .

Protected Person	Class Code	Retroactive Dates	Limit Layers (Each Loss/Aggregate)	Premium
██████████ CURRENT LIMITS/PREMIUM	844200	08/07/2017	1,000,000/3,000,000 1,000,000/3,000,000	██████████
██████████ CURRENT LIMITS/PREMIUM	802950	09/01/2017	1,000,000/3,000,000 1,000,000/3,000,000	██████████
██████████ CURRENT LIMITS/PREMIUM	802570	09/01/2017	1,000,000/3,000,000 1,000,000/3,000,000	██████████
██████████ CURRENT LIMITS/PREMIUM	842570	09/01/2017	1,000,000/3,000,000 1,000,000/3,000,000	██████████
██████████ CURRENT LIMITS/PREMIUM	802950	09/01/2017	1,000,000/3,000,000 1,000,000/3,000,000	██████████
██████████ CURRENT LIMITS/PREMIUM	842570	09/01/2017	1,000,000/3,000,000 1,000,000/3,000,000	██████████
██████████ CURRENT LIMITS/PREMIUM	804240	10/01/2017	1,000,000/3,000,000 1,000,000/3,000,000	██████████
██████████ CURRENT LIMITS/PREMIUM	801520	11/30/2017	1,000,000/3,000,000 1,000,000/3,000,000	██████████
██████████ CURRENT LIMITS/PREMIUM	802460	12/01/2017	1,000,000/3,000,000 1,000,000/3,000,000	██████████
██████████ CURRENT LIMITS/PREMIUM	804200	12/31/2017	1,000,000/3,000,000 1,000,000/3,000,000	██████████
██████████ CURRENT LIMITS/PREMIUM	802570	01/01/2018	1,000,000/3,000,000 1,000,000/3,000,000	██████████
██████████ CURRENT LIMITS/PREMIUM	804240	01/01/2018	1,000,000/3,000,000 1,000,000/3,000,000	██████████
██████████ CURRENT LIMITS/PREMIUM	802690	01/01/2018	1,000,000/3,000,000 1,000,000/3,000,000	██████████
██████████ CURRENT LIMITS/PREMIUM	802330	11/29/2017	1,000,000/3,000,000 1,000,000/3,000,000	██████████
██████████ CURRENT LIMITS/PREMIUM	844200	02/01/2018	1,000,000/3,000,000 1,000,000/3,000,000	██████████

Policy Issued To:

This policy is issued to the person or entity listed in the "Who is Protected" section above.

Authorized Representative		Date 02/22/18
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**GEORGIA
MAG MUTUAL POLITICAL ACTION COMMITTEE
OPT-OUT/NON-CITIZEN FORM**

Policyholder Name University Medical Group, LLC
Policyholder Number PSL 1205734 04

<u>NAME</u>	<u>OPT-OUT</u>	<u>NON-US CITIZEN</u>
████████████████████	<input type="checkbox"/>	<input type="checkbox"/>
████████████████████████████	<input type="checkbox"/>	<input type="checkbox"/>
████████████████████	<input type="checkbox"/>	<input type="checkbox"/>
████████████████████████████████	<input type="checkbox"/>	<input type="checkbox"/>
████████████████████	<input type="checkbox"/>	<input type="checkbox"/>
████████████████████████████	<input type="checkbox"/>	<input type="checkbox"/>
████████████████████	<input type="checkbox"/>	<input type="checkbox"/>
████████████████████████████	<input type="checkbox"/>	<input type="checkbox"/>

If you prefer to participate, you need not do anything further. Your PAC participation will be deducted from your next policyholder dividend and redirected to the Georgia PAC fund. Those who opt-out or advise us of non-citizen status should send the form by email to **opt-out@magmutual.com**, or fax to 844-292-2310, or you may mail the form to: PAC Participation Unit, MAG Mutual Insurance Company, P.O. Box 52979, Atlanta, GA 30355-0979.

MAG MUTUAL INSURANCE COMPANY
2017 ALTERNATIVE DIVIDEND & OWNERS CIRCLE[®]
OPT-OUT FORM

The Board of Directors has established an Owners Circle Member Credit for 2017 for all eligible policyholders whose policy is in force and of record as of the close of business on April 1, 2017.

Additionally, the Board of Directors has declared an alternative dividend which would allow any eligible policyholder whose policy is in force and of record as of the close of business on April 1, 2017 to forego the Owners Circle credit and in its place receive an alternative dividend credit of three percent (3%) of their eligible Medical Professional Liability premiums.

If you choose to opt-out of the 2017 established Owners Circle Member Credit and elect to receive the alternative dividend credit of three percent (3%) of your eligible Medical Professional Liability premium, please check the box below and sign in the appropriate space.

Note: This form must be acknowledged by an officer of the policyholder and returned to the Company no later than 30 days from the effective date of this renewal policy. Additionally, a decision to opt-out by the policyholder will affect all eligible individual(s) on the policy.

Policyholder

University Medical Group, LLC

Opt-Out

Yes, I/We opt for an alternative dividend in place of an Owners' Circle credit

Signature

Date

___ / ___ / ___

Those who have elected to opt-out of the established Owners Circle benefit and receive the alternative dividend should remit the completed form via email to OC_OptOut@magmutual.com or fax to 404-842-3311.

If you prefer to retain the established Owners Circle benefit for 2017, you need not do anything further and your Owners Circle balance will continue to reflect the 2017 credit.

Risk Management Discounts

Policyholder Name University Medical Group, LLC

Policyholder Number PSL 1205734 04

INDIVIDUAL APPORTIONMENT

[Redacted]

[Redacted]



MEDICAL PROFESSIONAL LIABILITY POLICY

This is a claims-made and reported policy.
Please read it carefully to determine all of *your* rights and duties.
All words in italics are defined in this policy.

Thank *you* for being a MAG Mutual policyholder. *We* strive to provide *you* with comprehensive protection for medical professional liability, resources to help improve patient safety, a strong defense and far-reaching customer benefits and service.

I. Protecting *You* and *Your* Organization

We will protect *you* from *claims* first made and *incidents* first reported to *us* by *you* or *your* designated representative during the policy period and arising out of *your professional activities* during the *protected period*, provided that *you* comply with the conditions and *notification provisions* specified in this policy. *We* will protect *you* up to *your* selected *limits of liability*.

We will protect *you* from a wide variety of *claims* within the scope of *your professional activities*, including *claims* arising from:

- Clinical Trials*
- Contractual Liability*
- Electronic Media*
- Good Samaritan Acts*
- Informed Consent*
- Management of Medical Records and Personal Medical Information*
- Medical Director Administrative Services*
- Personal Injury*
- Quality Assurance*
- Refusal to Treat or Patient Abandonment*
- Supervision of Medical Students and Residents*
- Volunteer Work*

In order to protect *your* organization, *we* provide the following specified coverage:

- Cyber Liability* (by endorsement)
- Emergency First Aid*
- Limited Sexual Misconduct*
- Medical Office Premises Liability*
- Non-Medical Employees and Specified Medical Employees*
- Organization Shared Limit*

In addition, *we* will provide limited *regulatory defense* and in some circumstances reimbursement for civil regulatory fines and penalties. These proceedings include:

- Medicare/Medicaid Billing*
- Medical License, Clinical Privilege and Other Professional Administrative Actions*
- ADA*
- EMTALA*
- OSHA*
- Biomedical Waste Disposal*

II. **Your Duties Under This Policy**

The person or organization to whom this policy is issued and who is listed in the "Policy issued to" section of the Declarations Page and *you* have special duties under this policy. *You* must:

- Pay the premium.
- Notify *us* in writing within 30 days if the medical practice changes.
- Keep accurate records of the information *we* need to calculate *your* premium. Send *us* copies of these records if *we* request them. *We* have the right to adjust premiums at any time based on rates and rating plans in effect at the time.
- Not conceal or fail to disclose important information, mislead *us*, or attempt to defraud or lie to *us* about any matter concerning this insurance or *we* may deny coverage under this policy.
- Not assign or turn over any interest or right related to this policy or coverage without *our* written consent.
- Preserve any right of recovery available to *you* or *your* organization from any third party. If *we* make a payment under this policy, that right of recovery will belong to *us*. If *we* recover more than *we* have paid, the excess, after expenses, will belong to whoever had the loss.
- Not sue *us* to recover under this policy unless *you* have complied with all of the policy terms and conditions. If *you* do sue *us*, *you* must do so within 12 months from the date that *your* liability to others has been determined, but in no event more than 3 years from the end of the policy period during which the dispute arises.

III. **Your Duties When a Claim Arises**

If *you* are aware of a *claim* or *incident* which could lead to a *claim*, or if a *claim* is made against *you* or anyone for whose acts *you* are legally responsible, *you* must promptly notify *us*. *You* and any other covered person named in the *claim* must:

- Tell *us* the details of what happened and provide *us* with the names and addresses of any injured people and any witnesses.
- Immediately send *us* all documents related to a lawsuit or notice of intent to sue and keep a copy of what *you* send *us*. If *you* fail to do this, the lawsuit or notice of intent may go into default. *We* will not pay a default judgment against *you* or any other covered person or entity because of *your* failure to timely deliver legal documents to *us*.
- Cooperate fully in defending the *claim* and assisting *us* to secure and present evidence, prepare for and attend depositions, meetings, hearings, trials, motions or appeals or assisting *us* with any other reasonable act or undertaking for the defense of the *claim*.
- Not voluntarily make any payments, assume any obligations, or incur any expenses without *our* consent. If *you* do, *we* will not reimburse *you*, even if the cost would be covered by this policy.
- Refrain from meeting with any attorney, or giving statements or depositions with respect to any *professional activities* without first notifying *us*.

If *you* fail to comply with *your* duties under this section, *your* failure could seriously impair *our* ability to appropriately defend *your claim* and *we* may deny coverage for the *claim* under this policy for *you* and for *your* organization.

IV. **A Strong Defense**

We promise to provide *you* with the strongest defense *we* can.

We will pay all expenses and costs *we* incur defending *you* in a covered *claim*. None of these payments will reduce *your limits of liability*. *Our* obligation to provide *you* with a defense ends once *your each loss limit* or *your aggregate limit* has been exhausted.

Our Strong Defense includes *our* payment for:

- All reasonable attorneys' fees and costs. *We* have the right to select the attorney from *our* panel of experienced and reputable medical professional liability defense attorneys to defend *you*. *You* may separately choose *your* own personal attorney to advise *you*, but *we* will not pay for the fees for *your* separate personal counsel.
- Post judgment interest accruing by law on that part of the judgment that does not exceed *your limits of liability* and before *we* have deposited *our* portion of the judgment into the court.
- The cost of an appeal bond or a bond to release property being used to secure a legal obligation which arises out of a covered *claim*. *We* will pay premiums for bonds valued up to *your each loss limit*.
- All reasonable expenses *you* incur at *our* request while helping *us* to investigate or defend a *claim* against *you*. *We* will reimburse *you* for lost earnings up to \$1,000 a day for *your* attendance at trial, but *we* will not pay for any additional lost earnings.

V. Far-reaching Customer Service

We strive to provide *you* with the most far-reaching customer service in the industry. As a policyholder *you* will enjoy the following benefits:

A. Leave of Absence Benefit

You may take a leave of absence from the practice of medicine for any reason up to a total of twelve (12) months. *We* will waive *your* premium payments during *your* leave(s). The leave of absence must be for a continuous period of more than 45 days. *You* must have been continuously insured with *us* for at least one year immediately preceding the leave of absence. The most *we* will allow for the sum of all leaves of absence while *you* are insured is twelve months. *You* cannot employ a locum tenens substitute while taking advantage of this benefit. *You* must notify *us* immediately if a covered individual is no longer intending to practice medicine or if the individual is no longer employed by or contracted with the covered organization and *you* must notify *us* upon your return to practice.

B. Temporary Coverage for New Physicians

We will cover a new, licensed physician who becomes a partner, associate or employee of *your* professional organization for a period of 30 days during the policy period if *you* notify *us* of the new physician and submit an application within fifteen days of his or her becoming a partner, associate or employee. For these 30 days, the *limits of liability* for the new physician are the lower of *your limits of liability* or \$1,000,000 *each loss limit* and \$3,000,000 *aggregate limit* regardless of *your limits of liability* as stated on the Declarations Page. The new physician's retroactive date shall be the date of his or her employment and is limited to *professional activities* within his or her scope of employment with *you*.

C. Locum Tenens

We will cover a licensed physician who is temporarily substituting for *you*, or non-physician who is substituting for one of *your* covered employees, due to a non-routine absence up to 60 days during the policy period. This coverage is applicable only if the contract with the temporary substitute specifies that *you* will provide insurance coverage. The substitute must have the same license and qualifications as the person he or she is substituting for. *You* cannot claim a "Leave of Absence Benefit" and employ a locum tenens physician.

D. Optional Reporting Endorsement

Your coverage may end because *you* or *we* choose to cancel or not renew it. If this happens, *you* have the right to buy an optional reporting endorsement that extends the time for reporting *claims*. If *you* owe *us* premium at termination, *you* must first pay *us* the premium owed before *you* can exercise *your* right to buy this endorsement. To be covered under the reporting endorsement, a *claim* must: (a) result from *your professional activity* provided or withheld during the *protected period*, and (b) be reported to *us* by *you* for the first time while the reporting endorsement is in effect. *Your* written request and premium payment for this reporting endorsement must be made within 30 days after *your* coverage ends. The premium will be based on the rules and rating plans *we* are using on the first day of the current policy period. This option may be exercised by any protected person or organization on behalf of another.

E. Retirement Benefit

We will issue *you* a reporting endorsement without requiring the payment of any additional premium if: (1) *you* are at least 50 years old; (2) *you* have totally and permanently retired from the practice of medicine; and, (3) *you* have been continuously insured with *us* for at least one year immediately preceding *your* retirement. To receive this benefit *you* must have met *your* premium payment obligations and *you* must notify *us* in writing of *your* intention to totally and permanently retire from the practice of medicine. If *you* return to the practice of medicine within two years of *your* retirement, *you* must pay a premium for the reporting endorsement or reinstate claims-made coverage with *us*. This benefit does not apply to reporting endorsements for organizations.

F. Death or Disability Benefit

We will issue the reporting endorsement without requiring the payment of any additional premium if *you* die or become disabled while this policy is in effect. By disability, we mean total and permanent disability resulting in *your* complete inability to practice medicine due to sickness or injury while *your* Policy is in effect. If *you* have tested positive for a permanent, incurable infectious disease and decide to fully retire from the practice of medicine, *you* are eligible for this benefit. If *you* recover from total and permanent disability and return to the practice of medicine, either full-time or part-time, *you* may apply for reinstatement of *your* policy.

G. Policy Changes

We may make changes in *our* standard insurance policy forms from time to time. While *your* policy is in effect, *you* will automatically receive the benefit of any broadened coverage, if we can make the changes to *your* policy without increasing *your* premium. If we make changes which are more restrictive, *you* will not be affected until *your* policy is renewed. We will notify the individual or organization listed under "Policy issued to" section of the Declarations Page of the more restrictive changes 45 days before they become effective under *your* renewal policy. Otherwise, this policy can only be changed by a written endorsement which we make a part of the policy. Nothing else will change this policy, waive any of its terms or stop *us* from asserting any of *our* rights under it.

VI. General Rules

A. Consent to Settle

We will not settle any *claim* against *you* without *your* consent unless otherwise provided in this policy or its endorsements or unless *your* consent to settle is prohibited under *your* state's law. Consent to settle a *claim* within *your limits of liability* is not required if *you* are deceased, have been adjudicated incompetent, or *your* license to practice medicine has been suspended or revoked. We will not settle a *claim* against a covered organization or non-physician employee, without the consent of the individual designated by the organization listed in the "Policy issued to" section of the Declarations Page. *Your* failure to provide timely consent may prevent *us* from resolving *your claim* within *your* policy limits and could result in damages in excess of *your* policy limits.

B. State Law

This policy is issued according to laws of the state shown in the mailing address of the person or organization to whom this policy is issued as shown on the Declarations Page. Any part of this policy that conflicts with the law in that state is automatically changed to conform to that law.

C. Other Insurance

Insurance under this policy is excess of and payable only after all other valid insurance and self-insurance limits of coverage have been exhausted. If all other valid insurance and self-insurance limits of coverage are excess, we will pay that portion of *your* loss which the *each loss limit* of *your* coverage under this policy is to the total of all limits that apply, but we will not pay more than *your limits of liability*.

VII. Defined Terms

A. *Claim* - Must be made by or on behalf of a patient and includes a civil lawsuit, notice of a civil lawsuit or notice of an intention to hold *you* responsible for damages for an *incident* covered by this Policy. The lawsuit or threatened action against *you* must be filed, or intended to be filed, in the United States of America, its territories or possessions, or Canada.

B. *Clinical Trials* - A patient's participation in FDA compliant clinical trials or clinical trials under approved IRB protocols conducted by *you*. But *we* will not provide coverage for *claims* arising out of a defect, deficiency, inadequacy or dangerous condition in a product under clinical trial investigation.

C. *Contractual Liability* - Written contracts in which *you* agree to indemnify and hold harmless a healthcare entity for its expenses resulting solely from *your* alleged negligent providing, or failing to provide, medical professional services to *your* patients. But the healthcare entity does not become an insured under this policy even if *you* agree to this in the contract. Healthcare entity means an organization whose primary purpose is to provide healthcare services to patients, including hospitals, community health clinics, outpatient medical entities, health maintenance organizations and other managed healthcare organizations. Healthcare entities do not include federal, state, county and municipal governmental entities, insurance companies, skilled nursing or assisted living facilities, nor any entity whose primary business activity is not the delivery of healthcare services to patients. Regardless of the terms of *your* contract with the healthcare entity, *we* will not cover any *claims* for damages or indemnification incurred by the healthcare entity: (1) when *you* were not solely negligent; (2) incurred by the healthcare entity arising out of its own or others' alleged negligence; or, (3) incurred by the healthcare entity for *claims* for which *you* are not covered under this policy.

D. *Electronic Media - Professional activity* through Internet based (including e-mail), interactive teleconferencing, interactive videoconferencing or other electronic media in those states in which *you* are properly licensed or otherwise authorized as a medical professional. *We* will not cover *you* for any *claims* for services provided by persons not covered by this policy.

E. *Emergency First Aid Coverage* - Reimbursement for out-of-pocket expenses up to \$5,000 for each person for emergency medical expenses due to a bodily injury caused by an accident in *your* medical office or outpatient surgical premises, regardless of fault. *We* will not reimburse emergency medical expenses for *you*, *your* employees or physician associates.

F. *Good Samaritan Acts - Professional activity* which is provided at the scene of an accident or emergency.

G. *Incident* - An act or omission, resulting in injury or death arising from a *professional activity* provided by *you* to one of *your* patients. Such act or omission, together with all related acts or omissions resulting in injury or death that are continued or repeated treatment of the same patient's medical condition, shall constitute one *incident*.

H. *Informed Consent* - Allegations that *you* failed to obtain valid informed consent.

I. *Limits of Liability* - Two limits apply to this policy. These limits are shown on the Declarations Page and apply separately to each person listed in the "Who Is Protected" section of the Declarations Page.

- *Each Loss Limit*. This is the most *we* will pay for any one loss. By loss, *we* mean all covered *claims* resulting from an *incident*, regardless of the number of persons injured, *claims* made, claimants making *claims*, or subsequent related *claims*. Injuries to separate patients (such as with obstetrical injuries to both mother and baby) are considered separate losses, and separate *each loss limits* apply. Any derivative *claims* from family members or estates share in the *each loss limit* that applies to the injured patient. Punitive damages, if assessed as part of a judgment against *you* for a *claim* covered by this policy and if *our* payment of punitive damages is not otherwise prohibited under *your* state's law, will share in the *each loss limit*. Prejudgment interest awarded against *you* on that part of the judgment that *we* pay on *your* behalf will also share in the *each loss limit*. Payments for derivative *claims*, punitive damages and prejudgment interest do not increase *your limits of liability*.
- *Aggregate Limit*. This is the most *we* will pay for the sum of all *claims* made during the policy period.
- *We* will not provide any further payments for a loss after *your each loss limit* has been exhausted for that loss. If *your aggregate limit* is exhausted, *your* coverage for pending losses ends, but *you* may apply for a new policy for an additional premium.

J. *Management of Medical Records and Personal Medical Information - Claims* arising out of *your* management of a patient's medical records; patient privacy issues; disclosure of confidential personal health information, including *claims* for alleged HIPAA violations; *your* placing, or causing to be placed, erroneous information in a medical record; or, for relying on erroneous or false information in a medical record. However, *we* will not pay damages under this coverage section for any disclosure of medical information which is a result of a breach of *your* computer or other electronic information system.

K. *Medical Director Administrative Services* - Coverage for *your* activities as a Medical Director of a healthcare entity, whose primary purpose is to provide healthcare services to patients, pursuant to a valid written agreement with such entity. *We* will cover *claims* arising out of *your* administrative services which are solely administrative in nature and performed for a healthcare entity pursuant to *your* written agreement, such as developing staffing plans, providing recommendations to others regarding equipment purchase and maintenance, development of clinical protocols, or providing guidance on *quality assurance*. Under this section, *we* will not cover *you* for *claims* arising out of *your* *professional activities*, or for *claims* *you* may incur arising out of *your* direction or supervision of others regarding healthcare delivered to any person, or for *claims* related to access to, limitation or denial of healthcare to any person. The healthcare entity for which *you* provide administrative services as a Medical Director is not an insured under this policy.

L. *Medical Office Premises Liability Coverage*. Coverage for *claims* arising from property damage or bodily injury to *your* patients caused by an accident as a result of *your* ownership, maintenance, or occupancy of *your* medical office.

M. *Non-Medical Employees and Specified Medical Employees* - Coverage for *your* non-medical employees, certain specified medical employees who are added by endorsement, and *your* chief administrative employee while acting in the scope of their employment and while under *your* supervision. These employees share in *your* *limits of liability*. The following employees are not covered by this Policy unless they are added to *your* policy by endorsement:

- physician/surgeon assistants
- certified nurse practitioners
- nurse midwives
- medical doctors
- osteopaths
- podiatrists
- chiropractors
- dentists
- psychologists
- employees covered by a Separate Limits Endorsement

This coverage does not increase *your* *limits of liability*. These employees share the professional organization *limits of liability*. If no professional organization is insured, these employees share *your* *limits of liability*.

N. *Notification Provision* - A *claim* or *incident* must meet two requirements to be covered under this policy; (a) it must be reported to *us* by *you* for the first time during this policy period, and (b) it must be the result of *your* *professional activity* which took place on or after *your* retroactive date. No *claims* or *incidents* reported to a previous insurer or reported to *us* during a prior policy period may be made in this policy period. Any subsequent *claims* related to a previously reported *claim* are considered to have been made on the same date that the previous *claim* was reported even if the subsequent *claim* is reported in a different policy period.

O. *Organization Shared Limit* - Coverage for *your* professional organization for *claims* arising from *your* *professional activities*. *Your* professional organization will share in *your* *limits of liability*. *You* may apply for separate *limits of liability* for *your* organization and if *you* do so the coverage will be added by an endorsement.

P. *Personal Injury* - Personal injuries to *your* patients resulting from allegations of (1) false arrest, detention or imprisonment; (2) libel, slander or defamation; (3) violation of privacy rights; and, (4) mental anguish, shock or humiliation. This coverage does not include *claims* resulting from *your* sexual misconduct.

Q. *Professional Activity* - Providing or failing to provide medical professional services by *you* to a patient, including referrals to or consultations with a physician, surgeon or health care provider. *Professional activity* also includes *your* vicarious liability for providing or failing to provide medical professional services to a patient, but does not include *your* vicarious liability for other physicians or surgeons. *Professional activity* includes *claims* for civil damages resulting from

your violation of laws governing the standards of care in *your* medical practice and *your* duties to *your* patients, but it does not include *claims* for any acts which are in violation of any other law, statute, ordinance or regulation, including but not limited to willful destruction, alteration or falsification of medical records except as may be provided in defense costs coverage. *Professional activity* includes medical professional services provided or withheld in any jurisdiction in which *you* are properly licensed as a medical professional.

R. *Protected Period* - The period beginning on *your* retroactive date and ending on the termination date of *your* policy.

S. *Quality Assurance* - *Your* participation as a member, witness or advisor to a formal credentialing, peer review or quality assurance board or committee formed for the purpose of improving patient safety or the quality of healthcare. This does not include *your* compensated services to an organization which reviews utilization, necessity, and treatment issues for controlling healthcare costs, unless added by endorsement.

T. *Refusal to Treat or Patient Abandonment* - Allegations of wrongful transfer, refusal to treat or to accept a person as a patient, or for wrongful termination or abandonment of the care and treatment of a patient including *claims* for alleged violations of the Emergency Medical Treatment and Active Labor Act (EMTALA).

U. *Regulatory Defense* - The limits of coverage under this section are specified on the Declarations Page. The per event limit of coverage applies regardless of the number of claimants, providers or billing charges involved in that same event. By event, we mean an investigation, claim or proceeding. The policy aggregate is the most we will pay for all coverages combined during the policy period.

- *Medicare and Medicaid Billing* - Defense costs and reimbursement for civil regulatory fines and penalties (as allowed by law) for audits, investigations, actions or administrative proceedings brought against *you* by a government entity or resulting from a civil lawsuit filed by a qui tam plaintiff alleging non-fraudulent violations of Medicare or Medicaid laws or regulations relating to reimbursement for medical services. Coverage does not include a criminal proceeding. Coverage is subject to a retention as specified on the Declaration Page.
- *Medical License, Clinical Privileges and Other Professional Administrative Actions* - Defense costs for any investigation, hearing, formal action or administrative proceeding brought against *you* by any licensing board, hospital board, healthcare organization, peer review organization, or regulatory authority which arises out of a covered *claim* or a patient complaint about your professional activities.
- *ADA* - Defense costs and civil reimbursement for regulatory fines and penalties (as allowed by law) for patient *claims* arising out of the Americans with Disabilities Act (ADA) regarding accessibility or construction of *your* medical office or the alleged refusal to provide medical services or treatment to a disabled person.
- *EMTALA* - Defense costs and reimbursement for civil regulatory fines and penalties (as allowed by law) brought against *you* by a government entity alleging violations of the Emergency Medical Treatment and Labor Act (EMTALA).
- *OSHA* - Defense costs and reimbursement for civil regulatory fines and penalties (as allowed by law) for any investigation by the Occupational Safety and Health Administration (OSHA) for the purpose of determining deficiencies in *your* office practice.
- *Biomedical Waste Disposal* - Defense costs and civil regulatory fines and penalties (as allowed by law) for property damage or personal injury *claims* resulting from *your* biomedical waste disposal. Biomedical waste does not include hazardous or radioactive waste. This section does not apply to the cost of monitoring, cleaning up, containing or treating any biomedical, hazardous or radioactive waste.

V. *Sexual Misconduct* - Any sexual act, intimacy, assault, molestation, harassment, exploitation, or any treatment, procedure, conduct or behavior which is considered by a reasonable person to be undue sexual familiarity.

- *Limited Sexual Misconduct Coverage* - Coverage for vicarious liability claims against *your* professional organization for the *sexual misconduct* of a covered person, but only if two or more physicians belong to *your* organization. We will not cover *claims* against the organization if only one physician is a member. We will not cover the physician for *claims* of *sexual misconduct* and will not cover any *claims* arising out of *sexual misconduct* against employees. All acts of *sexual misconduct* toward one person will be considered to be one loss. This coverage does not apply to *sexual misconduct* which occurred after management knew, or reasonably should have known, and failed to promptly investigate, or investigated but failed to act to stop such *sexual misconduct*.
- *Sexual Misconduct Defense* - Defense costs coverage for *claims* arising out of your alleged *sexual misconduct* with *your* patients who are not *your* employees. We will not pay any judgment, settlement, fine, or penalty resulting wholly or partially from *your sexual misconduct*, even if it is contended that the *sexual misconduct* occurred in the course of *your professional activities*.

W. *Supervision of Medical Students and Residents* - Your vicarious liability for providing, or failing to provide, medical professional services by any medical students or residents under *your* supervision while acting within the scope of a program approved by their educational institution.

X. *Volunteer Work - Professional activity* done at the request of a hospital, school, religious entity, non-profit organization or state or local government agency, for which *you* and the requesting group or organization do not, and do not expect to, receive any compensation.

Y. *We, us, our or the company* - MAG Mutual Insurance Company.

Z. *You, your, and yours* - Each person listed in the "Who Is Protected" section of the Declarations Page.



President



Secretary



3535 Piedmont Road NE, Bldg 14-Suite 1000
Atlanta, GA 30305-1518

(404) 842-5600 (800) 282-4882

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This endorsement changes your policy. Please read it carefully.

Policy issued to: University Medical Group, LLC

Endorsement issue date: 02/21/2018

Policy number: PSL 1205734 04

Endorsement effective date: 02/01/2018

**MUTUAL INSURANCE COMPANY
PROVISIONS**

Mutual insurance company

Mutual insurance companies have special rules which govern their organization, membership, and insurance policies. The following rules apply to and are a part of this policy:

(1) This policy is nonassessable.

(2) The person or entity listed in the "Policy Issued To" section of the Declarations Page is a member of the *Company* and, as such, entitled to vote, either in person or by proxy, at any and all member meetings of the *Company*. No member may cast more than one vote at such meeting. The annual meeting of members will be held each year upon such date, time and place as may be determined by the *Company's* Board of Directors. Notice of the date, time and place of the annual meeting will be sent to all members according to applicable laws.

(3) This policy is participating with respect to any distribution of dividends to the extent and in the manner such dividends may be declared by *our* Board of Directors. Any distribution of dividends will be made to the individual or organization to whom this policy is issued and who is listed under the "Policy issued to" section of the Declarations Page.

Other terms

This endorsement forms a part of the Medical Professional Liability Insurance Policy and is subject to all of its other terms, conditions and exclusions.

This endorsement changes your policy. Please read it carefully.

Policy issued to: University Medical Group, LLC

Endorsement issue date: 02/21/2018

Policy number: PSL 1205734 04

Endorsement effective date: 02/01/2018

**GEORGIA
CANCELLATION ENDORSEMENT**

What this endorsement does

Cancellation provisions

You can cancel this policy in whole or in part at any time. *We* can also cancel this policy, but *our* right to cancel has some restrictions which are described below.

How *you* can cancel. To cancel this policy or any part of it, *you* must deliver the policy, or the part *you* want canceled to *us* or any of *our* authorized agents. If this is not possible, notify *us* in writing and include the future date *you* want coverage to end. Upon *our* receipt of written notice of cancellation, *we* may waive the future date requirement by confirming the date and time of cancellation in writing to the person named in the "Policy issued to" section of the Declarations Page. *You* will get a refund for the unused premium, calculated according to short-rate tables or formulas in *our* rating plan filed with the Commissioner of Insurance.

How *we* can cancel if *you* do not pay *your* premium. If *you* fail to pay any premium when due, *we* can cancel *your* policy. If *we* cancel for this reason, *we* will mail or deliver a written cancellation notice to *you* at least 10 days before *your* coverage will end.

How *we* can cancel for other reasons. *We* can also cancel this policy for any reason other than nonpayment of premium. If *we* do, *we* will mail a written cancellation notice to *you*.

If *your* policy has been in effect less than 60 days, *we* will mail this notice at least 10 days before *your* coverage will end.

If *your* policy is a renewal or has been in effect 60 days or more, *we* will mail this notice at least 45 days before *your* coverage will end.

Mailing the cancellation notice - unused premium. Mailing of this notice to the last known address of the individual or organization listed under "Policy issued to" will be proof *you* were notified of the cancellation. As soon as possible, *we* will return any unused premium, calculated on a daily pro-rata basis. However, the cancellation will be effective whether or not *you* have been paid or offered the unused premium.

Other terms

This endorsement forms a part of the Medical Professional Liability Insurance Policy and is subject to all of its other terms, conditions and exclusions.



This endorsement changes your policy. Please read it carefully.

Policy issued to: University Medical Group, LLC

Endorsement issue date: 02/21/2018

Policy number: PSL 1205734 04

Endorsement effective date: 02/01/2018

GEORGIA AMENDATORY ENDORSEMENT

What this endorsement does

Your coverage may end because *you* or *we* choose to cancel or not renew it. If this happens, *you* have 30 days from the date this policy ends to first report *claims* that would have been covered had they been reported before *your* coverage ended. If *you* owe *us* premium at termination, *you* must first pay *us* the premium owed before *you* can exercise *your* right to this coverage.

For purposes of this limited reporting period, a *claim* is defined as the following:

- a. a written notice of legal action for covered damages,
- b. a written notification of an intention to hold *you* responsible for covered damages.

This limited reporting period extension will not apply to *claims* which (1) are covered by any other insurance *you* buy that takes effect on or after the ending date of *your* coverage with *us*, or (2) would have been covered by such insurance if its *limits of liability* had not been used up.

The limited reporting period does not extend the time that this coverage is in effect. This coverage does not increase *your limits of liability*. The *limits of liability* and any deductibles or self insured retentions that apply on the ending date of coverage are not renewed or increased for *claims* that are first made during the limited reporting period.

If *you* choose to purchase an Optional Reporting Endorsement, it replaces the limited reporting period.

Other terms

This endorsement forms a part of the Medical Professional Liability Insurance Policy and is subject to all of its other terms, conditions and exclusions.



This endorsement changes your policy. Please read it carefully.

Policy issued to: University Medical Group, LLC

Endorsement issue date: 02/21/2018

Policy number: PSL 1205734 04

Endorsement effective date: 02/01/2018

GEORGIA AMENDATORY ENDORSEMENT 2

What this endorsement does

In consideration of the payment of the premium, this endorsement adds the following provision to *your* policy.

Investigation or prosecution of any cause of action under O.C.G.A. § 16-12-140 defense costs-only coverage. We will defend *you* if *you* become the subject of any investigation, formal action or prosecution which arises out of any alleged violation of O.C.G.A. § 16-12-140. This defense costs only coverage will not apply if the alleged violation is proven to be an intentional and medically unjustifiable violation of this statute.

The most we will pay to defend *you* for claims made during the policy period for this defense costs-only coverage is \$50,000.

Other terms

This endorsement forms a part of the Medical Professional Liability Insurance Policy and is subject to all of its other terms, conditions and exclusions.

This endorsement changes your policy. Please read it carefully.

Policy issued to: University Medical Group, LLC

Endorsement issue date: 02/21/2018

Policy number: PSL 1205734 04

Endorsement effective date: 02/01/2018

EXCLUSION FOR BARIATRIC SURGERY AMENDATORY ENDORSEMENT

What this endorsement does

This endorsement excludes bariatric surgical procedures for the treatment of obesity.

We will not cover *you* or *your* organization for any *claims* for civil damages resulting from or in connection with *your* direct or vicarious liability for providing bariatric surgical procedures for the treatment of obesity or assisting with such surgical procedures including but not limited to gastric banding, vertical banded gastroplasty, laparoscopic adjustable gastric banding (LAGB), jejunioileal bypass, biliopancreatic diversion (BPD), Roux-en-Y gastric bypass and other open or laparoscopic bariatric surgical procedures for the treatment of obesity.

This exclusion does NOT apply:

- (1) To *your* direct or vicarious liability as a physician or surgeon supporting, rather than performing, the surgical procedure. *For example , we will provide coverage to Anesthesiologists, Cardiologists and other specialties providing support services during the surgical procedure; or*
- (2) To *your* direct or vicarious liability for providing or failing to provide emergency corrective surgery to bariatric patients of other surgeons; or
- (3) To *your* direct or vicarious liability for providing or failing to provide follow-up medical or surgical services on an on-call or coverage basis to bariatric patients of other surgeons.

Other terms

This endorsement forms a part of the Medical Professional Liability Insurance Policy and is subject to all of its other terms, conditions and exclusions.

Important: If you intend to perform bariatric surgical procedures for the treatment of obesity, please contact your agent or The Company immediately so that we might make special underwriting arrangements for your insurance coverage.



This endorsement changes your policy. Please read it carefully.

Policy issued to: University Medical Group, LLC

Endorsement issue date: 02/21/2018

Policy number: PSL 1205734 04

Endorsement effective date: 02/01/2018

CHANGE ENDORSEMENT

What this endorsement does

Coverage provided by Slot #1 midlevel is amended to include the following non-employed and non-leased providers:

██████████
██████████████████
████████████████████

The providers above share the limit of liability afforded to the midlevel slot along with the PolicyOwner's employed and leased midlevel providers.

Other terms

This endorsement forms a part of the Medical Professional Liability Insurance Policy and is subject to all of its other terms, conditions and exclusions.



This endorsement changes your policy. Please read it carefully.

Policy issued to: University Medical Group, LLC

Endorsement issue date: 02/21/2018

Policy number: PSL 1205734 04

Endorsement effective date: 02/01/2018

LEASED EMPLOYEES ENDORSEMENT

What this endorsement does

It is agreed that the term "employees" in the *Non-Medical Employees and Specified Medical Employees* definition in the policy also includes the workers *you* lease while acting within the scope of their duties for *you* and while working under *your* supervision.

Other terms

This endorsement forms a part of the Medical Professional Liability Insurance Policy and is subject to all of its other terms, conditions and exclusions.



This endorsement changes your policy. Please read it carefully.

Policy issued to: University Medical Group, LLC

Endorsement issue date: 02/21/2018

Policy number: PSL 1205734 04

Endorsement effective date: 02/01/2018

CYBER LIABILITY ENDORSEMENT

What this endorsement does

This endorsement provides Cyber liability coverage.

We will provide defense and reimbursement for civil regulatory fines and penalties (as allowed by law) within the applicable limits of coverage as listed below for claims resulting from a breach of confidential patient financial or medical information, provided such data breach occurred in or on *your* computer system or other electronic information system for which *you* are legally responsible including data maintained by outsourced service providers.

For all Cyber liability coverage combined, including defense costs, the most we will pay for any one claim is \$50,000. The most we will pay for all claims reported during the policy period is \$50,000. The Limits of coverage on the Declarations page do not apply to this coverage section.

Data breach response. We will cover *your* expenses for any forensic investigation, public relations, customer notification, credit monitoring and identity restoration services relating to *your* response to a breach of confidential patient electronic financial or medical information.

Data breach regulatory defense-only coverage. We will defend *you* during, and provide reimbursement for civil regulatory fines and penalties resulting from, an investigation by any federal, state or local governmental or regulatory agency or authority resulting from a covered breach of confidential patient electronic financial or medical information, including but not limited to, alleged violations of Red Flags, HIPAA and the Health Information Technology for Economic and Clinical Health (HITECH) Act.

Electronic patient information disclosure defense-only coverage. We will defend *you* against claims for civil damages brought by or on behalf of *your* patients resulting from the wrongful or unauthorized disclosure of confidential or privileged electronic patient financial or medical information to persons who are not otherwise entitled to such information.

Other terms

This endorsement forms a part of the Medical Professional Liability Insurance Policy and is subject to all of its other terms, conditions and exclusions.

This endorsement changes your policy. Please read it carefully.

Policy issued to: University Medical Group, LLC

Endorsement issue date: 02/21/2018

Policy number: PSL 1205734 04

Endorsement effective date: 02/01/2018

LARGE CLINIC ENDORSEMENT

What this endorsement does

This endorsement provides coverage for certain persons while they were employed by the Policyholder.

In consideration of the premium charged:

We will also cover previously employed physicians, osteopaths and non-medical employees and specified medical employees. These physicians and employees are only covered for professional activities during the period they were employed by the Policyholder, and while acting in the scope of their employment for the Policyholder.

Other conditions

Upon cancellation or nonrenewal of this policy for any reason by either *you* or the *Company*, coverage for all past and present employees, contractors, and the organization terminates unless the **Optional Reporting Endorsement** is purchased within 30 days of the effective date of cancellation. If *you* exercise *your* right to purchase the **Optional Reporting Endorsement**, the premium will be based on the average number of physicians and employees on *your* policy for the last two years.

Other terms

This endorsement forms a part of the Medical Professional Liability Insurance Policy and is subject to all of its other terms, conditions and exclusions.



This endorsement changes your policy. Please read it carefully.

Policy issued to: University Medical Group, LLC

Endorsement issue date: 02/21/2018

Policy number: PSL 1205734 04

Endorsement effective date: 02/01/2018

OWNERS CIRCLE BENEFIT ELIGIBILITY ENDORSEMENT

What this endorsement does

This endorsement amends your policy by adding the following benefit.

Owners Circle Plan Description

The MAG Mutual Insurance Company Owners Circle is a benefit program designed to reward policyholders that remain insured with the Company. At the sole discretion of the Board of Directors, money will be credited to the policy account based upon the premium for each eligible participant. Account distributions are made as participants reach the qualifying events of retirement, death or disability, as defined in the policy. If an eligible participant or policyholder leaves the Company for any reason other than a qualifying event, including non-renewal or cancellation by the Company, the amount in the account is forfeited for that participant or policyholder.

Owners Circle Eligibility

This policy is eligible to participate in the Owners Circle plan to the extent and on the terms as may be declared by the MAG Mutual Insurance Company Board of Directors. Credits to the Owners Circle accounts will be based upon the premium for eligible participants listed in the "Who's protected" section of the Declarations Page.

Eligible participants under the Owners Circle plan do not include physicians insured on slot rating, temporary additional insureds, shared and separate limit employees and locum tenens physicians.

Owners Circle account distributions are subject to the eligible participants remaining continually insured on the policy until qualifying for retirement, death or disability benefits as specified in the policy. Distributions of Owners Circle account proceeds will be made to the party listed in the "Policy issued to" section of the Declarations Page.

Account distributions are not guaranteed. Owners Circle account funds remain an asset of MAG Mutual Insurance Company and are subordinate to the Company's obligations to policyholders and creditors.

Other terms

This endorsement forms a part of the Medical Professional Liability Insurance Policy and is subject to all of its other terms, conditions and exclusions.



This endorsement changes your policy. Please read it carefully.

Policy issued to: University Medical Group, LLC

Endorsement issue date: 02/21/2018

Policy number: PSL 1205734 04

Endorsement effective date: 02/01/2018

ORGANIZATION SHARED LIMIT ENDORSEMENT

What this endorsement does

At *your* request, this endorsement extends coverage to the organization(s) listed below.

University Medical Group, LLC

Neurological Associates of Augusta, PC

Augusta Cardiology Clinic, PC

Augusta Neuroscience, PC dba
Augusta Back

Reeves & Smith P.C.

Paul E. Cundey Jr. MD/PC

UMG Neurosurgery, LLC

Paul E. Cundey, III, MD/PC

Organization coverage

We will cover *your* organization for *claims* resulting from the *professional activities* by covered persons for whose acts it is legally responsible. *Your* organization(s) share in *your Limits of Liability* for no additional premium.

Other terms

This endorsement forms a part of the Medical Professional Liability Insurance Policy and is subject to all of its other terms, conditions and exclusions.



This endorsement changes your policy. Please read it carefully.

Policy issued to: University Medical Group, LLC

Endorsement issue date: 02/21/2018

Policy number: PSL 1205734 04

Endorsement effective date: 02/01/2018

ORGANIZATION SHARED LIMIT ENDORSEMENT

What this endorsement does

At *your* request, this endorsement extends coverage to the organization(s) listed below.

Cardiovascular Associates of Augusta, PA

Family Physicians of North Augusta, PC

University Critical Care Medicine, LLC

Bozeman K. Sherwood, MD, LLC

Frederick F. Marschalk, MD, PC

University Medical Associates, LLP

Acute Care Consultants, Inc.

UH Internal Medicine Partners, Inc.

Organization coverage

We will cover *your* organization for *claims* resulting from the *professional activities* by covered persons for whose acts it is legally responsible. *Your* organization(s) share in *your Limits of Liability* for no additional premium.

Other terms

This endorsement forms a part of the Medical Professional Liability Insurance Policy and is subject to all of its other terms, conditions and exclusions.



This endorsement changes your policy. Please read it carefully.

Policy issued to: University Medical Group, LLC

Endorsement issue date: 02/21/2018

Policy number: PSL 1205734 04

Endorsement effective date: 02/01/2018

ORGANIZATION SHARED LIMIT ENDORSEMENT

What this endorsement does

At *your* request, this endorsement extends coverage to the organization(s) listed below.

Medical Oncology Associates of Augusta

University Cardiology Associates, LLC

Medical Oncology, LLC

University Health Care Physicians, LLC

Matthew S. Pugliese, MD, LLC

Karen Yeh, MD, LLC

Organization coverage

We will cover *your* organization for *claims* resulting from the *professional activities* by covered persons for whose acts it is legally responsible. *Your* organization(s) share in *your Limits of Liability* for no additional premium.

Other terms

This endorsement forms a part of the Medical Professional Liability Insurance Policy and is subject to all of its other terms, conditions and exclusions.

This endorsement changes your policy. Please read it carefully.

Policy issued to: University Medical Group, LLC

Endorsement issue date: 02/21/2018

Policy number: PSL 1205734 04

Endorsement effective date: 02/01/2018

PART-TIME DISCOUNT (NON-SURGICAL) ENDORSEMENT (A)

Who is Protected: [REDACTED]

What this endorsement does

Based upon representations in *your* application, *your* policy premium reflects a reduced-practice discount.

Your application states that *you* will practice (office hours, hospital rounds, administrative duties and outpatient services) no more than an average of 85 hours per month during the policy period. *You* agree to notify *us* in writing when *your* status changes.

If at any time a *claim* is made or filed in which the facts or circumstances demonstrate that *you* were in breach of the terms of this endorsement, then *you* agree that:

- 1) The part-time discount *you* have received (for the year in which the determination is made) from this endorsement will be promptly repaid to *us*; and
- 2) *You* will be ineligible to receive a part-time discount for at least the next two (2) policy years; and
- 3) If an indemnity payment is made on such *claim*, whether by settlement or judgment, *you* will pay a \$5,000 deductible on the indemnity portion of the *claim*. If an organization (including a solo professional organization) has purchased a separate *limit of liability*, another \$5,000 deductible will apply if the organization is also involved in the *claim*. These deductible amounts are in addition to any other deductible which applies to *your* policy.

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- 2) *You* will be ineligible to receive a part-time discount for at least the next two (2) policy years; and
- 3) If an indemnity payment is made on such *claim*, whether by settlement or judgment, *you* will pay a \$5,000 deductible on the indemnity portion of the *claim*. If an organization (including a solo professional organization) has purchased a separate *limit of liability*, another \$5,000 deductible will apply if the organization is also involved in the *claim*. These deductible amounts are in addition to any other deductible which applies to *your* policy.

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If at any time a *claim* is made or filed in which the facts or circumstances demonstrate that *you* were in breach of the terms of this endorsement, then *you* agree that:

- 1) The part-time discount *you* have received (for the year in which the determination is made) from this endorsement will be promptly repaid to *us*; and
- 2) *You* will be ineligible to receive a part-time discount for at least the next two (2) policy years; and
- 3) If an indemnity payment is made on such *claim*, whether by settlement or judgment, *you* will pay a \$5,000 deductible on the indemnity portion of the *claim*. If an organization (including a solo professional organization) has purchased a separate *limit of liability*, another \$5,000 deductible will apply if the organization is also involved in the *claim*. These deductible amounts are in addition to any other deductible which applies to *your* policy.

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Endorsement effective date: 02/01/2018

ORGANIZATION PRIOR ACTS ENDORSEMENT

What this endorsement does

We will modify Professional Organization Separate Limits Endorsement to reflect the same *limits of liability* for the organization(s) provided by *your* previous professional liability policy during the *protected period* listed below.

Organization	Retroactive Date	Coverage Ending Date	Each Loss Limit/ Aggregate Limit
Reeves & Smith, PC	07/01/1984	05/01/1999	\$1,000,000/\$3,000,000

Organization Coverage

The organization(s) is covered for *claims* resulting from *professional activities* by anyone for whose acts it is legally responsible. It is also covered for its vicarious liability from employees or members who terminate individual coverage during the policy period, but only while this policy and this endorsement are in effect.

Other terms

This endorsement forms a part of the Medical Professional Liability Insurance Policy and is subject to all of its other terms, conditions and exclusions.



This endorsement changes your policy. Please read it carefully.

Policy issued to: University Medical Group, LLC

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ORGANIZATION PRIOR ACTS ENDORSEMENT

What this endorsement does

We will modify Professional Organization Separate Limits Endorsement to reflect the same limits of liability for the organization(s) provided by your previous professional liability policy during the protected period listed below.

Table with 4 columns: Organization, Retroactive Date, Coverage Ending Date, Each Loss Limit/Aggregate Limit. Two rows of data with redacted organization names.

Organization Coverage

The organization(s) is covered for claims resulting from professional activities by anyone for whose acts it is legally responsible. It is also covered for its vicarious liability from employees or members who terminate individual coverage during the policy period, but only while this policy and this endorsement are in effect.

Other terms

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ORGANIZATION PRIOR ACTS ENDORSEMENT

What this endorsement does

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Organization	Retroactive Date	Coverage Ending Date	Each Loss Limit/ Aggregate Limit
Medical Oncology Associates of Augusta,	12/30/2000	5/1/1999	\$1,000,000/\$3,000,000
Medical Oncology, LLC	12/30/2012	5/1/1999	Shared

Organization Coverage

The organization(s) is covered for *claims* resulting from *professional activities* by anyone for whose acts it is legally responsible. It is also covered for its vicarious liability from employees or members who terminate individual coverage during the policy period, but only while this policy and this endorsement are in effect.

Other terms

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Endorsement effective date: 02/01/2018

COVERAGE EXCLUSION - SPECIFIED LOCATION OR ORGANIZATION ENDORSEMENT

Who is Protected: [REDACTED]

What this endorsement does

In consideration of the issuance of this policy, the following exclusion is added to the policy:

We will not provide any coverage to the physician(s) listed in the "Who is Protected" section of this endorsement for any *claims for professional activities* at or on behalf of

CSRA Emergency Physicians
Doctors Hospital

This endorsement applies to *claims* resulting from *professional activities* on or after 11/01/2011.

Other terms

This endorsement forms a part of the Medical Professional Liability Insurance Policy and is subject to all of its other terms, conditions and exclusions.



This endorsement changes your policy. Please read it carefully.

Policy issued to: University Medical Group, LLC

Endorsement issue date: 02/21/2018

Policy number: PSL 1205734 04

Endorsement effective date: 02/01/2018

COVERAGE EXCLUSION - SPECIFIED LOCATION OR ORGANIZATION ENDORSEMENT

Who is Protected: [REDACTED]

What this endorsement does

In consideration of the issuance of this policy, the following exclusion is added to the policy:

We will not provide any coverage to the physician(s) listed in the "Who is Protected" section of this endorsement for any *claims for professional activities* at or on behalf of

K&M Skincare, LLC

This endorsement applies to *claims* resulting from *professional activities* on or after 05/01/2008.

Other terms

This endorsement forms a part of the Medical Professional Liability Insurance Policy and is subject to all of its other terms, conditions and exclusions.



This endorsement changes your policy. Please read it carefully.

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Policy number: PSL 1205734 04

Endorsement effective date: 02/01/2018

PROCEDURE EXCLUSION ENDORSEMENT

Who is Protected: [REDACTED]

What this endorsement does

In consideration of the issuance of this policy, the following exclusion is added to the policy:

We will not provide any coverage to the physician(s) listed in the "Who is Protected" section of this endorsement for any *claims* resulting from performing the following medical procedure(s):

Cardiac Catheterizations, Permanent / Temporary Pacemaker
Implantations, Swan Gantz Catheters

This endorsement applies to *claims* resulting from *professional activities* on or after 11/26/2004.

Other terms

This endorsement forms a part of the Medical Professional Liability Insurance Policy and is subject to all of its other terms, conditions and exclusions.



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Endorsement effective date: 02/01/2018

PROCEDURE EXCLUSION ENDORSEMENT

Who is Protected: [REDACTED]

What this endorsement does

In consideration of the issuance of this policy, the following exclusion is added to the policy:

We will not provide any coverage to the physician(s) listed in the "Who is Protected" section of this endorsement for any *claims* resulting from performing the following medical procedure(s):

Cardiovascular Disease - minor surgery

This endorsement applies to *claims* resulting from *professional activities* on or after 08/26/1998.

Other terms

This endorsement forms a part of the Medical Professional Liability Insurance Policy and is subject to all of its other terms, conditions and exclusions.



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Endorsement effective date: 02/01/2018

VICARIOUS LIABILITY EXCLUSION ENDORSEMENT

Who is Protected: [REDACTED]

What this endorsement does

The following exclusion is added to the policy:

We will not provide any coverage to you or your organization(s) for vicarious liability associated with the person(s) or organization(s) listed below.

Organization(s):

Individual(s): John Charles Pope, III, PA-C

Other terms

This endorsement forms a part of the Medical Professional Liability Insurance Policy and is subject to all of its other terms, conditions and exclusions.



This endorsement changes your policy. Please read it carefully.

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VICARIOUS LIABILITY EXCLUSION ENDORSEMENT

Who is Protected: [REDACTED]

What this endorsement does

The following exclusion is added to the policy:

We will not provide any coverage to you or your organization(s) for vicarious liability associated with the person(s) or organization(s) listed below.

Organization(s):

Individual(s): Elissa Armstrong, PA-C

Other terms

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VICARIOUS LIABILITY EXCLUSION ENDORSEMENT

Who is Protected: [REDACTED]

What this endorsement does

The following exclusion is added to the policy:

We will not provide any coverage to you or your organization(s) for vicarious liability associated with the person(s) or organization(s) listed below.

Organization(s):

Individual(s): Karah C. Trahan, PA-C

Other terms

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VICARIOUS LIABILITY EXCLUSION ENDORSEMENT

Who is Protected: [REDACTED]

What this endorsement does

The following exclusion is added to the policy:

We will not provide any coverage to *you* or *your* organization(s) for vicarious liability associated with the person(s) or organization(s) listed below.

Organization(s):

Individual(s): [REDACTED]

Other terms

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VICARIOUS LIABILITY EXCLUSION ENDORSEMENT

Who is Protected: [REDACTED]

What this endorsement does

The following exclusion is added to the policy:

We will not provide any coverage to you or your organization(s) for vicarious liability associated with the person(s) or organization(s) listed below.

Organization(s):

Individual(s): [REDACTED]

Other terms

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VICARIOUS LIABILITY EXCLUSION ENDORSEMENT

Who is Protected: [REDACTED]

What this endorsement does

The following exclusion is added to the policy:

We will not provide any coverage to you or your organization(s) for vicarious liability associated with the person(s) or organization(s) listed below.

Organization(s):

Individual(s) [REDACTED]

Other terms

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VICARIOUS LIABILITY EXCLUSION ENDORSEMENT

Who is Protected: Medical Oncology Associates of Augusta

What this endorsement does

The following exclusion is added to the policy:

We will not provide any coverage to *you* or *your* organization(s) for vicarious liability associated with the person(s) or organization(s) listed below.

Organization(s):

Individual(s): [REDACTED]

Other terms

This endorsement forms a part of the Medical Professional Liability Insurance Policy and is subject to all of its other terms, conditions and exclusions.



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ENDORSEMENT

What this endorsement does

Re: [REDACTED]

You and we agree that this policy will not respond to claims for providing or failing to provide medical professional services on behalf of the town of Hilton Head Island.

Other terms

This endorsement forms a part of the Medical Professional Liability Insurance Policy and is subject to all of its other terms, conditions and exclusions.