

SERFF Tracking Number: PHAR-125891350 State: Arkansas  
Filing Company: Pharmacists Mutual Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: AR-PHL/CSP-01-09-F2  
TOI: 11.2 Medical Malpractice - Occurrence Only Sub-TOI: 11.2021 Pharmacy  
Product Name: Individual Pharmacist Professional Liability  
Project Name/Number: AR-PHL/CSP-01-09-F2/AR-PHL/CSP-01-09-F2

## Filing at a Glance

Company: Pharmacists Mutual Insurance Company

Product Name: Individual Pharmacist Professional Liability SERFF Tr Num: PHAR-125891350 State: Arkansas

Professional Liability

TOI: 11.2 Medical Malpractice - Occurrence Only SERFF Status: Closed State Tr Num: EFT \$50

Only

Sub-TOI: 11.2021 Pharmacy Co Tr Num: AR-PHL/CSP-01-09-F2 State Status: Fees verified and received

Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith Roberts

Authors: Karleen Wittkopf, Jen Swift Disposition Date: 12/09/2008

Date Submitted: 11/10/2008 Disposition Status: Approved

Effective Date Requested (New): 01/01/2009 Effective Date (New):

Effective Date Requested (Renewal): 01/01/2009 Effective Date (Renewal):

State Filing Description:

## General Information

Project Name: AR-PHL/CSP-01-09-F2

Project Number: AR-PHL/CSP-01-09-F2

Reference Organization:

Reference Title:

Filing Status Changed: 12/09/2008

State Status Changed: 12/09/2008

Corresponding Filing Tracking Number: AR-PHL/CSP-01-09-R

Filing Description:

Pharmacists Mutual Insurance Company (PHMIC) has filed a revision to their Individual Pharmacists professional Liability and Pharmacy Student Professional Liability programs approved in SERFF Tr Num: PHAR-125798939. Please see Filing Memorandum for details.

However, the policy form, application and declarations page have been revised from the forms that were originally submitted. The policy form had typographical errors, a question and fraud statement was added to the application and

Status of Filing in Domicile: Authorized

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

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the previous version of the declarations page was originally submitted instead of the new revised form. The following amendatory endorsement is being withdrawn: PM PHL-AR2 01 93.  
Pharmacists Mutual is requesting that this filing become effective for all policies effective on and after January 1, 2009.

## Company and Contact

### Filing Contact Information

Jen Swift, Forms Analyst jennifer.swift@phmic.com  
PO BOX 370 (515) 395-7461 [Phone]  
Algona, IA 50511 (515) 295-9306[FAX]

### Filing Company Information

Pharmacists Mutual Insurance Company CoCode: 13714 State of Domicile: Iowa  
808 Highway 18 West Group Code: 775 Company Type: Mutual  
P.O. Box 370  
Algona, IA 50511 Group Name: State ID Number:  
(800) 247-5930 ext. [Phone] FEIN Number: 42-0223390  
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## Filing Fees

Fee Required? Yes  
Fee Amount: \$50.00  
Retaliatory? No  
Fee Explanation: \$50/form filing  
Per Company: No

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Pharmacists Mutual Insurance Company	\$50.00	11/10/2008	23809981

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	12/09/2008	12/09/2008

### Amendments

Item	Schedule	Created By	Created On	Date Submitted
Individual Pharmacist Professional Liability	Form	Jen Swift	11/11/2008	11/11/2008
FILING MEMORANDUM	Supporting Document	Jen Swift	11/11/2008	11/11/2008

### Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
State Status	Note To Reviewer	Jen Swift	11/18/2008	11/18/2008

*SERFF Tracking Number:* PHAR-125891350      *State:* Arkansas  
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## **Disposition**

Disposition Date: 12/09/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document (revised)	FILING MEMORANDUM	Approved	Yes
Supporting Document	FILING MEMORANDUM	Approved	Yes
Form (revised)	Individual Pharmacist Professional Liability	Approved	Yes
Form	Individual Pharmacist Professional Liability	Approved	Yes
Form	Amendatory Endorsement	Approved	Yes
Form	PHL Application	Approved	Yes
Form	PHL Declarations Page	Approved	Yes
Form	Pharmacy Student Professional Liability	Approved	Yes
Form	Amendatory Endorsement	Approved	Yes

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**Note To Reviewer**

**Created By:**

Jen Swift on 11/18/2008 03:54 PM

**Subject:**

State Status

**Comments:**

Just checking on the status of this filing as the effective date of 1/1/2009 is soon approaching. Thank you.

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**Amendment Letter**

Amendment Date:  
 Submitted Date: 11/11/2008

**Comments:**

Since submitting this filing, it has been discovered that the Individual Pharmacist Professional Liability Insurance Policy form number needed to be revised to PM PHL 196 01 09 instead of PM 196 01 09 and the page numbers on the Table of Contents has also been revised.

The revised form PM PHL 196 01 09 and Side by Side have been attached. Thank you for your patience on this matter.

**Changed Items:**

**Form Schedule Item Changes:**

Form Name	Form Number	Edition Date	Form Type	Action	Replaced Form #	Previous Filing #	Readability Score	Attachments
Individual Pharmacist Professional Liability	PM PHL 196 01 09		Policy/Coverage Form	Replaced	PM PHL 196 08 02	Stamped Approved 8/26/02 PHL-AR-10-02		PM PHL196 (0109) .pdf

**Supporting Document Schedule Item Changes:**

**User Added -Name: FILING MEMORANDUM**

Comment:  
 AR Form Filing Memorandum.pdf  
 PM PHL196 (0109) .pdf

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Individual Pharmacist Professional Liability	PM PHL 196	01 09	Policy/Coverage Form	Replaced Form #: PM PHL 196 08 02 Previous Filing #: Stamped Approved 8/26/02 PHL-AR-10-02		PM PHL196 (0109) .pdf
Approved	Amendatory Endorsement	PM 426-AR	01 09	Endorsement/Amendment/Conditions	Replaced Form #: CL 0178 11 01 Previous Filing #: Stamped Approved 9/9/02 PHL-AR-01-03		PM 426-AR 0109.pdf
Approved	PHL Application	PM 76-PHL	01 09	Application/Binder/Enrollment	Replaced Form #: PM 76-PHL 05 05 Previous Filing #: AR-PC-05-015262		PM 76-PHL (0109).pdf
Approved	PHL Declarations Page	PHLDEC	01 09	Declaration/s/Schedule	Replaced Form #: PHLDEC Previous Filing #: Unknown		PHLDEC.pdf
Approved	Pharmacy Student Professional Liability	PM PHL 292	08 97	Policy/Coverage Form	Replaced Form #: Previous Filing #: Stamped Filed 9/12/97 AR-PHL-01-98-F		pm292 0897.pdf
Approved	Amendatory Endorsement	PH-PHL-AR2	01 93	Endorsement/Amendment/Conditions	Replaced Form #: Previous Filing #: Unknown		PH-PHL-AR2 0193.pdf

# Individual Pharmacist Professional Liability Insurance Policy

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**IMPORTANT: THIS POLICY IS SPECIFICALLY DESIGNED AND RATED TO PROVIDE EXCESS PROFESSIONAL LIABILITY COVERAGE FOR "YOU". THIS POLICY DOES NOT APPLY TO "YOUR" EMPLOYER OR ANYONE EMPLOYED BY "YOU".**

Endorsements may also be part of this policy. They are identified on the declarations.

Words and phrases that have special meaning are shown in quotation marks. The special meanings for these words and phrases are set forth in Definitions.

### AGREEMENT

**Subject to all the "terms" that apply, and in return for "your" payment of the required premium, "we" provide the coverage described in this policy.**

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### DEFINITIONS

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Throughout this policy, "you" and "your" refer to the named insured as shown in the "declarations". "We", "us" and "our" refer to Pharmacists Mutual Insurance Company.

Other words and phrases are defined as follows:

1. "Advertisement" means a public notice or announcement, including those found in electronic communication or on the Internet, offering "your" goods, products, or services for sale or support to potential buyers, clients, customers, or patrons.

With respect to "advertisements" that appear on websites, only that part of a website that promotes "your" goods, products, or services for sale or support to potential buyers, clients, customers, or patrons is considered an "advertisement".

2. "Bodily injury" means bodily harm, sickness, or disease sustained by a person. "Bodily injury" includes death that results at any time from bodily harm, sickness, or disease.

However, "bodily injury" does not include mental or emotional injury, suffering, or distress that does not result from a physical injury.

3. "Compound", "Compounded", or "Compounding":
  - A. means the mixing of components into a drug preparation:
    - 1) as the result of a licensed medical prescriber's prescription drug order or initiative, based on the prescriber / patient / pharmacist relationship in the course of professional practice;
    - 2) for the purpose of, or as an incident to, research, teaching, or chemical analysis and not for sale or dispensing;
    - 3) pursuant to a lawful request by a licensed medical prescriber for a drug to be used by the prescriber for the purpose of direct administration to patients; or
    - 4) in anticipation of receiving prescription drug orders based on routine, regularly observed prescribing patterns. However, the amount of product compounded pursuant to this paragraph is limited by the storage condition requirements of USP <795> and USP <797>.
  - B. also includes drug preparations that may be commercially available in the marketplace, as long as the "compounded" drug:
    - 1) is either different from the Food and Drug Administration-approved product based upon the specific medical needs of the patient, or is temporarily unavailable to the pharmacy and there is an immediate need for the product by the patient; and
    - 2) is based on the existence of a licensed medical prescriber / patient / pharmacist relationship and the presentation of a valid prescription order.
4. "Damages" means compensation in the form of money for a person who claims to have suffered an injury.
5. "Limit" means the amount of coverage that applies.
6. "Manufacturing" means the preparation of components into a drug product not specifically described within the definition of "compounding".
7. "Occurrence" means an accident and includes continuous or repeated exposure to similar conditions.
8. "Personal and advertising injury" means injury, including "bodily injury" that is a consequence thereof, arising out of one or more of the following offenses:
  - A. oral or written publication, including electronic publication, of material that:
    - 1) slanders or libels a person or organization;
    - 2) disparages a person's or an organization's goods, products, or services; or
    - 3) violates a person's right of privacy;
  - B. false arrest, detention, or imprisonment;
  - C. malicious prosecution;
  - D. misappropriation of advertising ideas of another in "your" "advertisement"; or
  - E. infringement of the copyright, slogan, or trade-dress of another in "your" "advertisement".
9. "Property Damage" means physical injury to or destruction of tangible property. This includes the loss of its use.
10. "Pharmacy services"
  - A. means:
    - 1) The interpretation, evaluation, preparation and dispensing of prescription orders;
    - 2) Participation in drug and device selection (including, where permitted by law, prescribing by protocol, agreement or collaborative practice or the prescribing of legally recognized pharmacist-class of drugs or devices);
    - 3) The administering of drugs, including immunizations, by "you" where permitted by law;

- 4) Drug regimen reviews;
- 5) Drug or drug-related research;
- 6) Medication consulting and patient counseling which are related to drugs, medical devices or medical conditions;
- 7) "Compounding";
- 8) Storage of drugs and devices;
- 9) Maintenance of proper records for drugs and devices; or
- 10) Pharmaceutical care and other services of a professional nature legally performed by "you".

B. does not mean the administering of drugs or medical devices for cosmetic purposes.

11. "Suit" means a civil proceeding or an administrative proceeding alleging "damages" for "bodily injury", "property damage", or "personal and advertising injury" to which this policy applies. "Suit" includes any alternative dispute resolution proceeding or arbitration proceeding to which:

- A. "you" must submit; or
- B. "you" submit with "our" consent.

12. "Terms" means all provisions, limitations, exclusions, conditions, and definitions used in this policy.

13. "Underlying insurance" means any insurance policy, self-insurance program or risk retention program, including any deductible or retention, which provides pharmacy or pharmacist's professional liability coverage for "you" in any capacity, whether primary, contingent, excess or otherwise.

2. This insurance applies only to:

- A. "bodily injury" or "property damage" which occurs during the policy period and that is caused by an "occurrence" within the United States of America, its territories and possessions, Canada, or Puerto Rico; and
- B. "personal and advertising injury" arising out of an offense committed by "you". The offense must be committed during the policy period within the United States of America, its territories and possessions, Canada, or Puerto Rico.

3. If a claim for "bodily injury", "property damage", or "personal and advertising injury" to which this coverage applies is covered by "underlying insurance" or where there is "underlying insurance" that provides a duty to defend, this policy will not apply to defense, indemnification, investigation, settlement or legal expenses which are covered by the "underlying insurance" until and unless such coverage "limits" are exhausted.

"We" have the right at any time to join "you" or any entity issuing or administering "underlying insurance" in the investigation or settlement of any claim or "suit".

If a claim for "bodily injury", "property damage", or "personal and advertising injury" to which this coverage applies is not covered by "underlying insurance", or if an entity issuing or administering such "underlying insurance" refuses or neglects to act on "your" behalf, or makes claims against "you" for subrogation, contribution, indemnification or similar theory, "we" shall have the right and duty to defend any "suit" against "you" seeking such "damages". "We" may investigate or settle any claim or "suit" as "we" deem proper.

"Our" duty to defend ends when "our" "limit" of liability has been exhausted by the payment of a judgment, settlement or medical expenses.

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## PROFESSIONAL LIABILITY COVERAGE

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1. "We" pay, up to "our" "limit", all sums in excess of "underlying insurance" for which "you" become legally obligated to pay as "damages" due to "bodily injury", "property damage", or "personal and advertising injury" to which this insurance applies, arising out of "your" rendering or failure to render "pharmacy services".

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## SUPPLEMENTAL PAYMENTS

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1. If "we" investigate or settle a claim or defend a "suit" against "you", "we" will pay:
  - A. the costs taxed against "you" in the "suit";
  - B. the expenses incurred by "us";

- C. the actual loss of earnings by "you" for the time spent away from work at "our" request. "We" pay up to \$500 per day, not to exceed \$20,000 per "occurrence" or offense;
- D. the necessary and reasonable expenses incurred by "you" at "our" request to assist "us" in the defense or investigation of the claim or "suit";
- E. pre-judgment interest awarded against "you" on that part of the judgment "we" pay. If "we" offer to pay the "limit", "we" will not pay any pre-judgment interest based on that period of time after the offer;
- F. the interest which accrues on the entire amount of a judgment beginning with entry of a judgment and ending when "we" tender, deposit in court, or pay the portion of the judgment that is up to, but does not exceed, "our" "limit"; and
- G. the cost of appeal bonds or bonds for the release of attachments up to "our" "limit". However, "we" are not required to apply for or furnish such bonds;

2. These payments will not reduce the "limit" as described under How Much We Pay.

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## HOW MUCH WE PAY

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- 1. The "limits" shown on the declarations and subject to the following conditions, are the most "we" pay regardless of the number of:
  - A. persons or organizations who sustain injury or damage;
  - B. claims made or "suits" brought; or
  - C. policy periods involved.

"Our" total liability for "damages" resulting from one loss will not exceed the "limits" shown on the declarations page. All "bodily injury" and "property damage" resulting from one "occurrence" or all "personal and advertising injury" resulting from one offense is considered the result of one loss.

- 2. The Per Occurrence Limit, subject to the Aggregate Limit, is the most "we" will pay for "damages" due to all "bodily injury" and "property damage" arising out of a single

"occurrence" or due to all "personal and advertising injury" sustained by one person or organization.

A single "occurrence" includes:

- A. a "compounded" preparation prepared in a single batch for multiple prescriptions, regardless of the number of persons injured or the number of claims or "suits" brought;
- B. a single act or omission in the rendering or the failure to render "pharmacy services" that affects multiple prescriptions, regardless of the number of persons injured or the number of claims or "suits" brought; or
- C. an act or omission in the rendering or the failure to render "pharmacy services" to any one person, regardless of the number of times a prescription is refilled.

All "bodily injury" or "property damage" included within such "occurrence" will take place at the time the first "bodily injury" or "property damage" takes place.

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## EXCLUSIONS

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- 1. "We" do not pay for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your" position as proprietor, owner, partner, officer, member, or shareholder of any pharmacy or pharmacy-related business.
- 2. "We" do not pay for "bodily injury" to "your" employer or co-employee if the "bodily injury" arises out of or in the course of common employment.
- 3. "We" do not pay for "bodily injury" or "property damage":
  - A. which is expected by, directed by, or intended by "you"; or
  - B. that is the result of "your" intentional and malicious acts.
- 4. "We" do not pay for "bodily injury", "property damage", or "personal and advertising injury" liability which is assumed by "you" under a contract or an agreement. However, this exclusion does not apply to liability that "you"

would have had in the absence of the contract or agreement.

5. "We" do not pay for "bodily injury", "property damage" or "personal and advertising injury" arising out of the acts or omissions of any fellow employee or any member of a partnership, joint venture, association or other organization of which "you" are a member.
6. "We" do not pay for "property damage" to:
  - A. property of "your" employer or co-employee;
  - B. goods or products manufactured, sold, handled, or distributed by "your" employer; or
  - C. property in "your" care, custody or control.
7. "We" do not pay for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your" ownership, maintenance, operation, use, loading or unloading of any aircraft, motor vehicle, or watercraft.
8. "We" do not pay for "bodily injury", "property damage" or "personal and advertising injury" arising out of:
  - A. the rendering or failure to render "pharmacy services" by "you" or with "your" knowledge or consent that involves:
    - 1) a willful violation of a regulation or statute relating to "pharmacy services";
    - 2) a violation of criminal or penal statute or a criminal act; or
    - 3) the dispensing of prescription orders based upon telephonic, electronic or online medical consultations without there being a pre-existing patient / prescriber relationship that has included an in-person physician examination; or
  - B. "compounding" that contains a drug component which has been withdrawn or removed from the market for reasons of safety; or
  - C. "manufacturing".
9. "We" do not pay for "bodily injury", "property damage", or "personal and advertising injury"

that arises out of actual or threatened harassment, abuse or molestation.

10. "We" do not pay for "personal and advertising injury" arising out of the failure of goods, products, or services to conform with quality or performance as stated in "your" "advertisement".
11. "We" do not pay for "personal and advertising injury" arising out of breach of contract, other than using the advertising ideas of another in "your" "advertisement" under an implied contract.
12. "We" do not pay for "personal and advertising injury" arising out of wrong descriptions of the price of goods, products, or services as stated in "your" "advertisement".
13. "We" do not pay for "personal and advertising injury" arising from an offense committed by "you" if "your" business is:
  - A. advertising, broadcasting, publishing, or telecasting; or
  - B. designing, developing, or coordinating the content of web sites for others.
14. "We" do not pay for "personal and advertising injury" arising out of:
  - A. oral or written publication of material done by or at the direction of "you" knowing that it was false; or
  - B. oral or written publication of material that took place prior to the policy period.
15. "We" do not pay for "personal and advertising injury" arising out of:
  - A. discriminatory practices prohibited by any law, ordinance or regulation; or
  - B. unfair competition or piracy.
16. "We" do not pay for "personal and advertising injury" arising out of an act committed by or directed by "you" knowing that "personal and advertising injury" may occur as a result of the act.
17. "We" do not pay for "personal and advertising injury" arising out of any violation of intellectual property rights, including infringement of trademark, trade-secret, or patent rights or copyright. However, this exclusion does not

apply to a violation or infringement of copyright, slogan, or trade-dress rights that occur in your "advertisement".

18. "We" do not pay for any fines or penalties.

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## WHAT MUST BE DONE IN CASE OF LOSS

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1. Notice -- In the case of an "occurrence" or offense, or if "you" become aware of anything that indicates that there might be a claim involving "you", "you" must arrange for prompt notice to be given:
  - A. to "your" employer and any "underlying insurance", and
  - B. to "us", if this policy may become involved.

The notice to "us" must include the time, place, and circumstances of the "occurrence" or offense, or the situation that indicates that there might be a claim and the names and addresses of all known and potential claimants and witnesses.
2. Cooperation -- "You" must cooperate with "us" in investigating or settling a claim or defending a "suit".
3. Volunteer Payments -- Any payment or expense made or assumed by "you" without our written consent will be paid or assumed by "you". However, this does not apply to first aid to others at the time of "bodily injury".
4. Other Duties -- If a claim is made or a "suit" is brought against "you" that may involve this policy, "you" must:
  - A. promptly send to "us" copies of all legal papers, demands, and notices received in connection with such claim or "suit";
  - B. at "our" request, provide written authorization to obtain records and other information permitted to be obtained by applicable law; and
  - C. at "our" request, cooperate and assist "us" in:
    - 1) settling the claim;
    - 2) investigating claims and conducting "suits" or administrative hearings or

proceedings. This includes attending trials, hearings, and proceedings;

- 3) enforcing rights against all parties who may be liable to "you" for injury or damage that may be covered by this insurance;
- 4) securing and giving evidence; and
- 5) obtaining the attendance of all witnesses.

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## CONDITIONS

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1. Assignment -- This policy may not be assigned without "our" written consent.
2. Bankruptcy -- "Your" bankruptcy or insolvency does not relieve "us" of "our" obligations under this policy.
3. Cancellation -- See state specific amendatory endorsement.
4. Change Or Waiver Of Policy Terms -- A change or waiver of "terms" of this policy must be issued by "us" in writing to be valid.
5. Conformity With Statute -- If the "terms" of this policy conflict with the statutes of "your" state, the "terms" are amended to conform to such statutes.
6. Insurance Under More Than One Policy -- The insurance under this policy is excess coverage. This insurance is non-contributory and does not apply until the "limits" of all "underlying insurance" have been exhausted.
7. Knowledge Of Bodily Injury Or Property Damage -- Knowledge of "bodily injury" or "property damage" will be deemed to have occurred at the earliest of the following times:
  - A. when a "suit", claim, or demand for "damages" alleging "bodily injury" or "property damage" is received by "you";
  - B. when "you" report the "bodily injury" or "property damage" to "us" or any other insurer; or
  - C. when "you" become aware of anything that indicates that "bodily injury" or "property

damage" may have occurred or is occurring.

8. Liberalization -- If "we" adopt a revision of forms during a policy period which broadens this policy without additional premium, the broadened coverage will automatically apply to this policy. This also applies if "we" adopt the revision within 60 days before this policy is effective.
9. Misrepresentation, Concealment, Or Fraud -- This coverage is void if, before or after a loss:
  - A. "you" have willfully concealed or misrepresented:
    - 1) a material fact or circumstance that relates to this insurance or the subject thereof; or
    - 2) "your" interest herein; or
  - B. there has been fraud or false swearing by "you" with regard to a matter that relates to this insurance or the subject thereof.
10. Subrogation -- If "we" pay under this policy, "we" may require from "you" an assignment of any right of recovery. This includes payments made after "underlying insurance" refuses or neglects to act on "your" behalf. "We" are not liable under this policy if "you" have impaired "our" right to recover. "You" may waive "your" right to recover, in writing, before an "occurrence" takes place.
11. Suit Against Us -- No "suit" may be brought against "us" unless:
  - A. all the "terms" of this policy have been complied with; and
  - B. the amount of "your" liability has been determined by:
    - 1) a final judgment against "you" as a result of a trial; or
    - 2) a written agreement by "you", the claimant, and "us".

However, "we" will not pay for injury or damage that is not covered by this policy or that exceeds the applicable "limit". No person has a right under this policy to join "us" or implead "us" in actions that are brought to determine "your" liability.

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## LIMITED PHARMACIST'S LICENSE DEFENSE REIMBURSEMENT

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"We" will reimburse "you" for legal fees incurred, arising out of "your" rendering or failure to render "pharmacy services" within the United States of America, its territories and possessions, Canada, or Puerto Rico, during the policy period, and must be in connection with:

1. a civil lawsuit, or a threatened civil lawsuit, in which "you" are a defendant or can reasonably be expected to be named a defendant;
2. a criminal indictment or charge in a case in which "you" have been named as a defendant or "you" have been notified "you" are a target of the criminal investigation;
3. civil lawsuit or criminal indictment in which "you" are required to appear as a witness at a deposition or trial to give testimony concerning "pharmacy services" rendered by "you", "your" employer, or a fellow employee; or
4. a disciplinary proceeding or an official investigation by a state or federal agency against "you" for an action before the Board of Pharmacy in a state in which "you" are licensed.

## HOW MUCH WE PAY

1. The "limits" shown on the declarations for Limited Pharmacist's License Defense Reimbursement, and subject to the following conditions, are the most "we" pay regardless of the number of actions, civil lawsuits, disciplinary proceedings or investigations brought against "you" or policy periods involved.
2. The per occurrence "limit", subject to the aggregate "limit", is the most "we" will pay for legal fees arising out of each incident.
3. The aggregate "limit" is the most "we" will pay for legal fees from all incidents that occurred during the policy period shown on the declarations.
4. "Our" obligation to reimburse "your" legal fees applies in excess of the deductible shown in the declarations. The deductible will apply separately to each incident.

## CONDITIONS

The following conditions apply to Limited Pharmacist's License Defense Reimbursement:

1. "Your" rendering or failure to render "pharmacy services" must have occurred during the policy period; and
2. The attorney fees must be for independent representation of "you" and may not be in connection with, or by the same attorney or firm, or a part of, representation of "your" employer.
4. "Our" duty to defend ends when "our" "limit" of liability has been exhausted by the payment of a judgment, settlement or medical expenses.
5. "We" shall have the right to invoke any immunity, statutory or otherwise, which and to the extent "you" could invoke such immunity if "you" were not insured.
6. This coverage does not apply:
  - A. to expenses incurred by "you" for first aid to others at the time of an accident; or
  - B. if "you" are engaged in the business or occupation of providing CPR as a paramedic or emergency medical technician.

---

## CERTIFIED CPR COVERAGE

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1. "We" pay, up to "our" "limit", all sums in excess of "underlying insurance" for which "you" become legally obligated to pay as "damages" due to "bodily injury" or "property damage" arising out of "your" performing cardio-pulmonary resuscitation (CPR), but only if "you" are certified for CPR.
2. If a claim for "bodily injury" or "property damage" to which this coverage applies is covered by "underlying insurance", this policy will not apply to defense, indemnification, investigation, settlement or legal expenses which are covered by the "underlying insurance" until and unless such coverage "limits" are exhausted. "We" have the right at any time to join "you" or any entity issuing or administering "underlying insurance" in the investigation or settlement of any claim or "suit".
3. If a claim for "bodily injury", or "property damage" to which this coverage applies is not covered by "underlying insurance", or if an entity issuing or administering such "underlying insurance" refuses or neglects to act on "your" behalf, or makes claims against "you" for subrogation, contribution, indemnification or similar theory, "we" shall have the right and duty to defend any "suit" against "you" seeking such "damages". "We" may investigate or settle any claim or "suit" as "we" deem proper.

## HOW MUCH WE PAY

1. The "limits" shown on the declarations for Certified CPR Coverage, and subject to the following condition, is the most "we" pay regardless of the number of claims brought against "you", or policy periods involved.
2. The per occurrence "limit", subject to the aggregate "limit", is the most "we" will pay for "bodily injury" or "property damage" arising out of each "occurrence".
3. The aggregate "limit" is the most "we" will pay for "bodily injury" or "property damage" from all "occurrences" during the policy period shown on the declarations.

## CONDITIONS

The following condition applies to Certified CPR Coverage:

1. "Your" performing cardio-pulmonary resuscitation (CPR) must have occurred during the policy period.

This endorsement changes the policy

-- PLEASE READ THIS CAREFULLY --

## AMENDATORY ENDORSEMENT

### ARKANSAS

1. Under **DEFINITIONS**, "Suit" is deleted and replaced by the following:

"Suit" means a civil proceeding or an administrative proceeding alleging "damages" for "bodily injury", "property damage", or "personal injury" to which this policy applies. "Suit" includes any alternative dispute resolution proceeding or arbitration proceeding to which:

- a. "you" voluntarily submit; or
- b. "you" submit with "our" consent.

2. Under **DEFINITIONS**, the following is added:

"Punitive damages" means "damages" that may be imposed to punish a wrongdoer and to deter others from similar conduct.

3. Under **EXCLUSIONS**, the following is added:

"We" do not pay for "punitive damages" or exemplary or vindictive "damages".

4. Under **CONDITIONS**, Subrogation is amended to include the following:

If "you" assign to "us" the rights of recovery and "we" recover from another party, "we" will make "you" whole before recovering for "our" loss.

5. Under **CONDITIONS**, the following are added:

**Cancellation And Nonrenewal** -- "You" may cancel this policy by returning the policy to "us" or by giving "us" a written notice and stating at what future date coverage is to stop.

"We" may cancel or not renew this policy by written notice sent to "you" at the last mailing addresses known to "us". If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

If this policy has been in effect less than 60 days, "we" may cancel for any reason. "We" will

give notice at least ten days before the cancellation is effective.

After this policy has been in effect 60 days or more, or if it is a renewal of a policy issued by "us", "we" may cancel only on the anniversary date unless the cancellation is based upon at least one of the following reasons:

- a. nonpayment of premium;
- b. fraud or material misrepresentation made by "you" or with "your" knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
- c. the occurrence of a material change in the risk which substantially increases any hazard insured against after the policy issuance;
- d. a material violation of a material provision of the policy.

If "we" cancel this policy for nonpayment of premium, "we" will give notice at least ten days before the cancellation is effective and the notice will state the reason for cancellation. If this policy has been in effect for 60 days or more and "we" cancel for any other reason, "we" will give notice at least 20 days before the cancellation is effective.

If "we" decide not to renew this policy, "we" will give notice at least 60 days before the expiration date of the policy.

"Your" return premium, if any, will be calculated on a pro rata basis and will be refunded to "you" with the cancellation notice or within a reasonable time. Payment or tender of the unearned premium is not a condition of cancellation.

**Renewal** -- If "we" elect to renew this policy with a premium increase equal to or greater than 25%, "we" will mail written notice of "our" intention to increase the premium by 25% or more to "you" at least ten days prior to the effective date of the renewal.



INDIVIDUAL PHARMACIST PROFESSIONAL LIABILITY DECLARATIONS  
THIS IS NOT A BILL

<b>NAMED INSURED AND MAILING ADDRESS</b>  NAMED INSURED STREET ADDRESS PO BOX ALGONA IA 50511	<b>CUSTOMER NUMBER</b> 9999999999
	<b>POLICY NUMBER</b> PHL 0000000 00
	<b>Previous Policy Number</b>
	<b>POLICY PERIOD</b> 01/01/09 <b>TO</b> 01/01/10 12 01 A.M. Standard Time at the described location
<b>TRANSACTION N</b> DECLARATION Effective: 01/01/09	

THIS IS AN OCCURRENCE POLICY

**COVERAGE**

**LIMITS OF LIABILITY**

Individual Pharmacist Professional Liability Coverage	\$1,000,000 per occurrence \$3,000,000 aggregate
Limited Pharmacist's License Defense Reimbursement	\$10,000 per occurrence \$10,000 aggregate \$500 deductible
Certified CPR Coverage	\$50,000 per occurrence \$50,000 aggregate

**AMENDED POLICY PREMIUM TOTAL** \$72.00

**FORMS AND ENDORSEMENTS**

CL0190 (01/01) Amendatory Endorsement IA PMPHL196 (08/02) Ind Pharmacist Prof Liab Pol  
 PM1000 (10/01) Mutual Company Provisions

**Retain this declarations page with your policy.**  
 Mutual Company Participating Nonassessable Policy

**WARNING:** A person who knowingly submits an application or files a claim with intent to defraud or helps commit a fraud against an insurer may be guilty of a crime and may be subject to criminal and civil penalties.

Authorized Representative REPS NAME

# Pharmacy Student Professional Liability Master Policy

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### NOTIFY THE COMPANY OF ANY CHANGE IN YOUR ADDRESS

**THIS POLICY WITH THE DECLARATIONS PAGE, FORMS AND ENDORSEMENTS, IF ANY, COMPLETES THIS POLICY.**

**IMPORTANT:** This policy is a legal contract between **your** group and Pharmacists Mutual Insurance Company. This policy sets forth, in detail, the rights and obligations of **your** group collectively, each student and **your** insurance company. **IT IS IMPORTANT THAT YOU READ YOUR POLICY CAREFULLY.**

### AGREEMENT

In return for payment of the premium and submission of application(s) and subject to all the terms of this policy, **we** agree with **you** as follows:

#### I. DEFINITIONS

Throughout this policy, **you** and **your** refer to the **Persons Insured** as defined in this policy. **We, us** and **our** refer to the Pharmacists Mutual Insurance Company.

Other words and phrases are defined as follows:

**Advertising Injury** means injury within the coverage territory and during the policy period (other than **bodily injury**) arising out of **your** rendering or failure to render **pharmacy services** and arising out of one or more of the following offenses:

- A. Oral or written publication of advertising material:
  1. That slanders or libels a person or organization;
  2. That disparages a person's or organization's goods, products or services; or
  3. That violates a person's right of privacy.
- B. Misappropriation of advertising ideas or style of doing business.
- C. Infringement of copyright, title, slogan.

**Bodily Injury** means bodily harm, sickness, disease or mental or emotional distress to a person. This includes required care, loss of services and resulting death.

**College of Pharmacy** means the College or school shown in the declaration and whose students are protected by this policy.

**Compounding** means the preparation, mixing, assembling, packaging, or labeling of a drug or device (i) as the result of a practitioner's prescription drug order or initiative based on the practitioner/patient/pharmacist

relationship in the course of professional practice, or (ii) for the purpose of, or as an incident to, research, teaching, or chemical analysis and not for sale or dispensing. **Compounding** also includes the preparation of drugs or devices in anticipation of prescription drug orders based on routine, regularly observed prescribing patterns. **Compounding** also includes such other practices as are approved as a part of the practice of pharmacy by the Board of Pharmacy in the state in which **you** practice.

**Incident** (noun) means an event occurring within the coverage territory, and during the policy period, including a continuous or repeated exposure to conditions.

**Manufacturing** means the production, preparation, propagation, conversion, or processing of a drug or device, either directly or indirectly, by extraction from substances of natural origin or independently by means of chemical or biological synthesis, and includes any packaging or repackaging of the substance(s) or labeling or relabeling of its container, and the promotion and marketing of such drugs or devices. **Manufacturing** also includes the preparation and promotion of commercially available products from bulk compounds for resale by pharmacies, practitioners, or other persons.

**Occurrence** means an act of rendering or failure to render **pharmacy services** which results in **bodily injury** or **property damage** within the coverage territory, and during the policy period. It is an accident, including a

continuous or repeated exposure to conditions, neither expected nor intended from the standpoint of the insured.

**Personal Injury** means injury (other than **bodily injury**) within the coverage territory, and during the policy period. It must arise out of **your** rendering or failure to render **pharmacy services** and out of one or more of the following offenses:

- A. Oral or written publication of other than advertising material:
  - 1. That slanders or libels a person or organization;
  - 2. That disparages a person's or organization's goods, products, or services; or
  - 3. That violates a person's right of privacy.
- B. False arrest, detention, imprisonment or malicious prosecution.
- C. Wrongful entry into, or eviction of a person from, a room, dwelling or premises that the person occupies.

**Property Damage** means physical injury to or destruction of property. This includes the loss of its use.

**Pharmacy Services** means:

- A. The interpretation, evaluation and dispensing of prescription orders.
- B. Participation in drug and device selection (including, where permitted by state or federal law, prescribing by protocol, agreement or collaborative practice or the prescribing of legally recognized pharmacist-class of drugs or devices).
- C. Drug administration including immunization, where permitted by state law by **you** as a pharmacy intern or extern.
- D. Drug regimen reviews.
- E. Drug or drug-related research.
- F. Medication consulting; patient counseling; and those acts or services necessary to provide pharmaceutical care.
- G. **Compounding** and labeling of drugs and devices (except labeling by a manufacturer, repackager, or distributor of non-prescription drugs and commercially packaged legend drugs and devices).  
**Pharmacy services** does not include **manufacturing**.
- H. Proper and safe storage of drugs and devices.
- I. Maintenance of proper records for drugs and devices.
- J. All other services of a professional nature usually and customarily performed by a **pharmacy student(s)** or qualified pharmacy intern, extern or technician. This includes but is not limited to those professional services customarily performed at community pharmacies, hospital pharmacies, consultant pharmacies, clinical pharmacies, long term care pharmacies, or nuclear pharmacies.

**Pharmacy Student(s)** means an undergraduate student enrolled in the **College of Pharmacy**.

**Underlying Insurance** means an insurance policy or program of self insurance, including deductible or risk retention either primary, contingent, excess or otherwise, which requires the providing of a defense and or

indemnification related to pharmacy or pharmacist (or druggist) professional liability, which provides coverage for **you** as an insured in any capacity.

**Ultimate Net Loss** shall mean the total sum which **you** shall become legally obligated to pay as damages because of an **occurrence**, or **advertising injury**, or **personal injury**. The total sum is that which is determined either through adjudication or compromise subject to the limits of liability of this policy.

**Your Employer** means any individual, corporation, partnership or other business entity by which **you** are employed in any capacity. It also includes any individual, preceptor, corporation, partnership or other business entity for which **you** are serving as an intern or extern or student, whether or not **you** are paid.

## II. PERSON(S) INSURED

This insurance applies only to the persons and to the extent set forth below:

- A. **Pharmacy students** approved by the company, enrolled in the **College of Pharmacy** and specified in the application. Such **pharmacy students** are insureds while participating in activities as part of the curriculum of the **College of Pharmacy**. In addition such students are insured while engaged in providing **pharmacy services** as a **pharmacy student**, intern, extern or technician at any other time while enrolled as a student in the **College of Pharmacy**. This includes while on school breaks, including summer or semester breaks so long as the student has evidenced an intent to continue as an undergraduate student at the **College of Pharmacy** following such regularly scheduled break.
- B. Faculty members of the **College of Pharmacy** but only in respects to claims arising out of the supervision, teaching or instruction of the **pharmacy students** described in A. above, and only in their position of supervisor, teacher or instructor.

## III. COLLEGE OF PHARMACY – ADDITIONAL INSURED

The **College of Pharmacy** is an additional insured under this policy, but only for the **College of Pharmacy's** vicarious liability for the providing or failing to provide **pharmacy services** by a **person(s) insured** and only to the extent such **person(s) insured** is covered by this policy. This does not increase the limits stated for any other Coverage in this policy or shown in the Declarations as applicable to each **occurrence** or aggregate.

## IV. PHARMACY STUDENT(S) PROFESSIONAL LIABILITY COVERAGE

- A. We will pay on **your** (but not **your employer's**) behalf the **ultimate net loss** in excess of the **underlying insurance** which **you** shall become legally obligated to pay as damages because of an **occurrence**, **personal injury**, or **advertising injury**

to which this insurance applies, and arising out of **your** rendering or failure to render **pharmacy services** as a **pharmacy student, intern, extern** or pharmacy technician.

- B. If an **occurrence, advertising injury, or personal injury** is covered by **underlying insurance** this policy will not apply to defense, indemnification, investigation, settlement or legal expenses which are covered by the **underlying insurance** until and unless such coverage limits are exhausted by payment of losses. But, **we** have the right at any time to join **you** or any entity issuing or administering **underlying insurance** in the investigation, and settlement of a claim or suit.

If an **occurrence, advertising injury, or personal injury** is not covered by **underlying insurance**, or if an entity issuing or administering such **underlying insurance** refuses or neglects to act on **your** behalf, or makes claims against **you** for subrogation, contribution, indemnification or similar theory, **we** shall have the right and duty to defend any suit against **you** seeking such damages. **We** shall do so even if the suit is groundless. **We** may investigate or settle any claim or suit as **we** deem proper. **Our** duty to settle or defend ends when **our** limit of liability has been exhausted.

#### V. PHARMACY STUDENT'S LIMITED DEFENSE REIMBURSEMENT

**We** provide **you** the following **Pharmacy Student's Limited Defense Reimbursement**. Coverage afforded under this section (V) does not increase the limits stated for any other coverage in this policy or shown in the Declarations as applicable to each **occurrence, incident, personal injury or advertising injury** or aggregate.

This **Pharmacy Student's Limited Defense Reimbursement** is subject to the terms, conditions, exclusions and provisions of this section of the policy (**Pharmacy Student's Limited Defense Reimbursement**). In addition, it is subject to terms, conditions, exclusions and provisions of the policy as a whole, unless a term, condition, exclusion or provision contained in other parts of the policy are specifically excluded as to the **Pharmacy Student's Limited Defense Reimbursement**. This reimbursement is available even if other sections of the policy are only excess.

**We** shall reimburse **you**, subject to the deductible set forth in this section, for 90% of the attorney fees **you** paid on behalf of **yourself** for legal services actually rendered, but not more than the amount set forth in the Declarations page as per **incident** total per **person(s) insured** during the policy period. The legal services must arise out of **your** rendering or failure to render **pharmacy services** as a **pharmacy student, intern, extern** or pharmacy technician during the policy period, and must be in connection with:

- A. a civil lawsuit, or a threatened civil lawsuit, in which

**you** are a defendant or can reasonably be expected to be named a defendant; or

- B. a criminal indictment or charge in a case in which **you** have been named as a defendant or **you** have been notified **you** are a target of the criminal investigation; or
- C. a civil lawsuit or criminal indictment in which **you** are required to appear as a witness at a deposition or trial to give testimony concerning **pharmacy services** rendered by **you** or **your employer** or preceptor or a fellow employee or **pharmacy student(s)**; or
- D. a disciplinary proceeding or an official investigation; and
1. by a state or federal agency; and
  2. against **you**; and
  3. for an action before the Board of Pharmacy in a state in which **you** are licensed as a student pharmacist.

The maximum attorney fees **we** will reimburse under this section (V. **Pharmacy Student's Limited Defense Reimbursement**), shall not be more than the amount set forth in the Declarations page as aggregate for this section no matter how many actions, civil lawsuits, proceedings or investigations are brought against **you**.

As additional conditions of this section,

- A. The attorney fees must be for independent representation of **you** and may not be in connection with, or by the same attorney or firm, or a part of, representation of **your employer** or preceptor.
- B. The legal fees reimbursed to **you** shall be paid only after **you** have paid the first fifty dollars [\$50.00] of the attorney fee.
- C. A new deductible will apply to each new claim made.
- D. **We** shall then reimburse **you** 90% of the actual attorney fees paid by **you** over fifty dollars and up to a maximum payment by **us** of the maximum attorney fee set forth in the Declarations for this section.
- E. At **your** request, **we**, at any time and from time to time, shall have the right to waive any condition, deductible or co-payment, if **we**, in **our** sole discretion, determine it is in **our** best interests to do so. A waiver in any **incident** or at any time shall not require any other waiver at any other time for **you** or any other **person(s) insured**.

#### VI. VIOLENT ASSAULT PROTECTION COVERAGE

**We** provide the following additional property and medical payments coverage to the extent and in the amount set forth in the Declarations for this coverage. This section does not increase the limits of liability stated for other coverages or sections.

- A. **We** pay **your** medical expenses caused by **bodily injury** to **you** caused by a **violent assault** directed against **you** by another.
- B. Damage to personal property owned by **you** caused by a **violent assault** directed against **you** by another.

Definitions applying to this coverage:

**Violent assault** means a willful attempt or threat to inflict injury upon the person of another, when coupled with an apparent present ability to do so, and any intentional display of force such as would reasonably give **you** reason to fear or expect immediate bodily harm.

As additional conditions of this section,

- A. A police report must be made by **you** and **you** must cooperate with police and prosecutors of proper jurisdiction.
- B. **We** may waive this requirement in **our** sole discretion. A waiver in one **incident** does not require **us** to waive as to any other **incident**.
- C. The **violent assault** must happen on the grounds of the **College of Pharmacy** or on grounds immediately in the vicinity of the **College of Pharmacy** or while **you** are away from the **College of Pharmacy** while engaged in a **College of Pharmacy** activity as part of an educational program of the **College of Pharmacy**.

## VII. CERTIFIED CPR MALPRACTICE COVERAGE

**We** provide the following additional liability coverage to the extent and in the amount set forth in the declarations for this coverage. This coverage does not increase the limits of liability stated for other coverages or sections.

**We** cover **bodily injury** or **property damage** arising out of **your** performing CPR (cardio-pulmonary resuscitation) treatment and services to another, but only if **you** are certified for CPR at the time of providing the CPR.

**We** shall have the right to invoke any immunity, statutory or otherwise, which and to the extent **you** could invoke such immunity if **you** were not insured.

This coverage does not apply to:

1. expenses incurred by **you** for first aid to others at the time of an accident;
2. **you**, if **you** are engaged in the business or occupation of providing CPR (cardio-pulmonary resuscitation) treatment and services as a paramedic or emergency medical technician (For the purpose of this exclusion a volunteer shall not be considered as engaged in the business or occupation of providing these services.); or
3. injury caused by an indemnitee if such indemnitee is engaged in the business or occupation of providing CPR (cardio-pulmonary resuscitation) treatment and services.

## VIII. SUPPLEMENTAL PAYMENTS

Supplemental payments do not apply to sections V. **Pharmacy Student's** Limited Defense Reimbursement; VI. **Violent Assault** Protection Coverage; or VII. Certified CPR Malpractice Coverage.

If an **occurrence, advertising injury, or personal injury** is not covered by **underlying insurance**, or if **we** exercise **our** right to join, or if an entity issuing or administering

**underlying insurance** refuses or neglects to act on **your** behalf, then, in addition to **our** limit of liability, **we** will pay on **your** behalf:

- A. All expenses incurred by **us**.
- B. All costs taxed against **you** in any suit **we** are required to defend under this policy.
- C. Interest occurring after a judgment is entered in any suit **we** are required to defend under this policy. **Our** duty to pay interest ends when **we** offer to pay that part of the judgment which does not exceed **our** limit of liability.
- D. Premiums on bonds required of **you** because of the suit **we** are required to defend under this policy. These bond amounts shall not exceed **our** liability limit.
- E. Actual loss of wages or salary (but not loss of other income) not to exceed \$100 per day, not to exceed \$10,000.00 per **occurrence, personal injury or advertising injury**, because of **your** attendance at hearings or trials **we** are required to defend under this policy.
- F. Other reasonable expenses incurred by **you** at **our** request.

## IX. LIMITS OF LIABILITY

- A. As to IV. **Pharmacy Student(s)** Professional Liability Coverage:

The limit of liability shown in the Declarations as applicable to each **occurrence, advertising injury, or personal injury** is the limit of **our** liability for all damages because of each claim or suit, regardless of the number of **person(s) insured** involved in any manner. The limit of liability stated in the Declarations as aggregate is subject to the above provision respecting each claim or suit and is the total limit of **our** liability for all damages for all claims or suits for each **pharmacy student** who is a **person(s) insured** under this policy.

All damages for an **occurrence, advertising injury, or personal injury** to any one person shall be considered one **occurrence, advertising injury, or personal injury** regardless of the number of **insured persons** involved and shall be subject to the same limit of liability.

In this coverage (IV. **Pharmacy Student(s)** Professional Liability Coverage) amounts paid for defense costs as set forth in that section are in addition to the limit of liability set forth here. **Our** duty to settle or defend ends when **our** limit of liability has been exhausted.

- B. As to sections V. **Pharmacy Student's** Limited Defense Reimbursement; VI. **Violent Assault** Protection Coverage; or VII. Certified CPR Malpractice Coverage: The limit of liability shown in the Declarations as applicable to each of these sections (V, VI or VII) is the limit of **our** liability for payments under this policy because of each **incident** (as covered in each section), regardless of the number of **person(s) insured** involved in any manner. The limit of liability stated in

the Declarations as aggregate for each section (V, VI or VII) is subject to the above provision respecting each **incident** and is the total limit of **our** liability for payments under this policy because of each **incident** (as covered in each section), for each **pharmacy student** who is a **person(s) insured** under this policy.

All damages for an **incident** to any one person shall be considered one **incident** regardless of the number of **insured persons** involved and shall be subject to the same limit of liability for payment.

## X. EXCLUSIONS

This policy does not apply to:

- A. Any liability which **you** or the **College of Pharmacy** or any **person(s) insured** have assumed under any contract or agreement. This exclusion does not apply to liability for damages that **you** would have in the absence of the contract or agreement.
- B. Any damages arising out of the acts or omissions of any fellow student, employee or **person(s) insured**, except **you**, or any member of a partnership, joint venture, association or other similar organization of which **you** are a member. Any damage to a fellow student is not excluded, however, if the **occurrence, advertising injury, or personal injury** to the fellow student is sustained by **your** providing or failing to provide **pharmacy services** to that fellow student.
- C. Damages or injury arising out of **your** position as proprietor, owner, partner, officer or shareholder of any pharmacy or pharmacy-related business.
- D. Any **bodily injury** to any of **your** employers or fellow employees, **pharmacy student**, or **person(s) insured** if the **bodily injury** arises out of or in the course of his or her employment, or internship or externship for **your** common employer or preceptor.
- E. Any **property damage** to:
  - 1. property of the **College of Pharmacy, your employer** or preceptor or fellow employee, **pharmacy student**, or **person(s) insured**;
  - 2. goods or products manufactured, sold, handled, or distributed by **the College of Pharmacy, your employer** or preceptor; or
  - 3. property in **your** care, custody or control.
- F. Damages or other payments arising out of **your** ownership, maintenance, operation, use, loading or unloading of any aircraft, motor vehicle, or water craft.
- G. Damages caused by **your** willful violation of a regulation or statute pertaining to the practice of pharmacy or any other willful violation of a penal statute or ordinance committed by **you** or with **your** knowledge or consent.
- H. Any award, damages, payment or indemnity for fines, penalties, exemplary or punitive damages or any other type of judgment which does not compensate for actual loss or damage sustained.
- I. **Advertising injury** arising out of the failure of goods,

products or services to conform with advertised quality or performance.

- J. **Advertising injury** arising out of breach of contract, other than misappropriation of advertising ideas under an implied contract.
- K. **Advertising injury** arising out of the wrong description of the price of goods, products or services.
- L. **Advertising injury** arising from an offense committed by **you** if **your** business is advertising, broadcasting, publishing or telecasting.
- M. **Personal injury** or **advertising injury** arising out of oral or written publication of material:
  - 1. if done by **you** or at **your** direction and **you** knew it was false; or
  - 2. whose first publication was prior to the policy period.
- N. **Personal injury** or **advertising injury** arising out of claims of:
  - 1. any or all discriminatory practices prohibited by any law, ordinance or regulation;
  - 2. any forms of harassment, abuse or molestation; or
  - 3. unfair competition or piracy.
- O. An **occurrence, personal injury** or **advertising injury** which is expected or intended from the standpoint of the insured.
- P. An **occurrence, personal injury** or **advertising injury** that is the result of intentional and malicious acts by **you**.
- Q. Exclusions in this section do not apply to Section V, **Pharmacy Student** Limited Defense Reimbursement.

## XI. CONDITIONS

- A. **Your** duties After a Loss, Claim or Suit:
    - 1. If **you** become aware of any errors, injury or any alleged injury arising out of **your** rendering or failure to render **pharmacy services**, or of any offense giving rise to **advertising injury** or **personal injury**, **you** shall give **your employer**, the **College of Pharmacy** and any entity issuing or administering **underlying insurance** written notice of such as soon as practicable. In addition, if this policy may be involved, **you** shall give **us** written notice of such as soon as practicable. If a claim or suit is brought against **you**, **you** shall promptly send to **your employer** and any entity issuing or administering **underlying insurance** and **us** copies of all legal papers, demands and notices.
    - 2. **You** shall cooperate with **your employer**, the **College of Pharmacy** and any **underlying insurance** company or their agents and **us** in:
      - a) the investigation of the claim;
      - b) the settlement of the claim;
      - c) the defense of any claim or suit;
      - d) the conduct of suits, including the attendance at trials or hearings.
- You** are not required, as a condition of this policy,

to cooperate with **your employer** or any entity issuing or administering **underlying insurance** who have sued **you** or threatened to sue **you** under a right of subrogation, contribution, indemnification or similar theory.

3. **You** shall not, except at **your** own cost:

- a) voluntarily make any payments;
- b) assume any obligations;
- c) incur any expense; or
- d) make any admission of liability.

B. Policy Period and Coverage Territory.

This policy applies only to damages which occur during the policy period in the United States, its territories or possessions or Canada.

C. Insurance Under More Than One Policy.

The insurance under this policy is excess coverage. This policy is intended to be a professional umbrella policy as it is excess to other professional liability policies and is rated to be excess. This insurance does not apply until the limits of all **underlying insurance** have been exhausted. This policy is not to contribute on any basis with any applicable **underlying insurance**.

D. Suit Against **Us**.

No suit may be brought against **us** unless:

- 1. There has been full compliance with all the terms of this policy; and
- 2. The amount of **your** liability has been fixed by:
  - a) a final judgment against **you**; or
  - b) an agreement in writing signed by **you, us** and the claimant.

No person has any right under this policy to bring **us** into any suit to determine **your** liability.

E. Bankruptcy.

**Your** bankruptcy or insolvency shall not relieve **us** of any obligations under this policy.

F. **Our** Right to Recover Payments.

In the event of any payment under this policy, **we** shall be subrogated to all of **your** rights of recovery against any person or organization. This includes payments made after **underlying insurance** refuses or neglects to act on **your** behalf. **You** shall sign any papers and do whatever else is necessary to secure

**our** rights. **You** shall do nothing after loss to prejudice **our** rights. In addition to other rights of subrogation **we** may have, as to any amounts **we** pay under this policy **we** shall have the right, but not the obligation, to exercise **your** rights against **underlying insurance** for amounts which **we** believe **underlying insurance** should have paid on **your** behalf.

G. Changes.

This policy contains all agreements between **you** and **us**. Its terms may not be changed or waived except by endorsement issued by **us**.

H. Assignment, Termination.

**Your** interest in this policy can not be assigned. If **you** should die or be adjudged incompetent, this policy shall terminate, but shall cover **your** legal representative as the insured with respect to liability previously incurred and covered by this policy. Pro rata return of premium will be computed from the date of termination.

I. Cancellation.

**The College of Pharmacy** may cancel this policy by returning it to **us** or by giving **us** a written notice and stating at what future time coverage is to cease. **We** may cancel this policy by giving the **College of Pharmacy**, for itself and as **your** agent, at the address shown on this policy, written notice stating when not less than thirty days thereafter (ten days for non-payment of premium) such cancellation shall be effective. The mailing of notice to the **College of Pharmacy** shall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period.

**Your** return premium, if any, will be refunded to the **College of Pharmacy**, who **you** and **we** agree is acting as **your** agent with the cancellation notice or within a reasonable time. Payment or tender of unearned premium is not a condition of cancellation.

J. Declarations.

By acceptance of this policy, **you** agree that the statements in the Declarations are **your** agreements and representations. **You** further agree that this policy is issued in reliance upon the truth of each representation.



Vice President/Secretary



President

MUTUAL POLICY CONDITIONS

MUTUALS—MEMBERSHIP AND VOTING NOTICE: The insured is notified that by virtue of this policy, the insured is a member of the Pharmacists Mutual Insurance Company of Algona, Iowa, and is entitled to vote either in person or by proxy at any and all meetings of said Company. The Annual Meetings are held in its Home Office, on the third Tuesday of April in each year, at 10:00 a.m.

MUTUALS—PARTICIPATION CLAUSE WITHOUT CONTINGENT LIABILITY No Contingent Liability: This policy is nonassessable. The policyholder is a member of the company and shall participate, to the extent and upon the conditions fixed and determined by the Board of Directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

**ADDITIONAL AMENDATORY ENDORSEMENT  
ARKANSAS**

1. DEFINITIONS, OF YOUR POLICY IS AMENDED TO ADD THE FOLLOWING DEFINITION:

PUNITIVE DAMAGES means damages which may be imposed to punish a wrongdoer and to deter others from similar conduct PH-PHL-AR2 (1/93).

PH-PHL-AR2 (1/93).

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*SERFF Tracking Number:* PHAR-125891350      *State:* Arkansas  
*Filing Company:* Pharmacists Mutual Insurance Company      *State Tracking Number:* EFT \$50  
*Company Tracking Number:* AR-PHL/CSP-01-09-F2  
*TOI:* 11.2 Medical Malpractice - Occurrence Only      *Sub-TOI:* 11.2021 Pharmacy  
*Product Name:* Individual Pharmacist Professional Liability  
*Project Name/Number:* AR-PHL/CSP-01-09-F2/AR-PHL/CSP-01-09-F2

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: PHAR-125891350 State: Arkansas  
Filing Company: Pharmacists Mutual Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: AR-PHL/CSP-01-09-F2  
TOI: 11.2 Medical Malpractice - Occurrence Only Sub-TOI: 11.2021 Pharmacy  
Product Name: Individual Pharmacist Professional Liability  
Project Name/Number: AR-PHL/CSP-01-09-F2/AR-PHL/CSP-01-09-F2

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty **Review Status:** Approved 12/09/2008

**Comments:**

**Attachment:**

FORM industry\_rates\_PCtransDoc\_intelligent[F].pdf

**Satisfied -Name:** FILING MEMORANDUM **Review Status:** Approved 12/09/2008

**Comments:**

**Attachments:**

AR Form Filing Memorandum.pdf

PM PHL196 (0109) .pdf

## Property & Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b> a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table style="width: 100%; border: none;"> <tr> <td style="width: 60%; border: none;">New Business</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

<b>3. Group Name</b>	<b>Group NAIC #</b>

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #

<b>5. Company Tracking Number</b>	
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail

7. Signature of authorized filer	
8. Please print name of authorized filer	

**Filing information** (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	
10. Sub-Type of Insurance (Sub-TOI)	
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: <input style="width: 100px;" type="text"/> Renewal: <input style="width: 100px;" type="text"/>
15. Reference Filing?	<input type="checkbox"/> Yes <input type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

## Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #

21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

22. Filing Fees (Filer must provide check # and fee amount if applicable)  
[If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #:  
Amount:

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

\*\*\*Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

PC TD-1 pg 2 of 2

## FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)  
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	
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<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	
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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

## RATE/RULE FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes rate-related items such as Rate; Rule; Rate & Rule; Reference; Loss Cost; Loss Cost & Rule or Rate, etc.)

**(Do not refer to the body of the filing for the component/exhibit listing, unless allowed by state.)**

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	
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<b>2.</b>	<b>This filing corresponds to form filing number</b> (Company tracking number of form filing, if applicable)	
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Rate Increase                     
  Rate Decrease                     
  Rate Neutral (0%)

<b>3.</b>	<b>Filing Method (Prior Approval, File &amp; Use, Flex Band, etc.)</b>	
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<b>4a.</b>	<b>Rate Change by Company (As Proposed)</b>						
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Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change (where required)	Minimum % Change (where required)

<b>4b.</b>	<b>Rate Change by Company (As Accepted) For State Use Only</b>						
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Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change	Minimum % Change

<b>5. Overall Rate Information (Complete for Multiple Company Filings only)</b>			
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		COMPANY USE	STATE USE
<b>5a</b>	<b>Overall percentage rate indication (when applicable)</b>		
<b>5b</b>	<b>Overall percentage rate impact for this filing</b>		
<b>5c</b>	<b>Effect of Rate Filing – Written premium change for this program</b>		
<b>5d</b>	<b>Effect of Rate Filing – Number of policyholders affected</b>		

<b>6.</b>	<b>Overall percentage of last rate revision</b>	
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<b>7.</b>	<b>Effective Date of last rate revision</b>	
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<b>8.</b>	<b>Filing Method of Last filing</b> (Prior Approval, File & Use, Flex Band, etc.)	
-----------	--	--

9.	Rule # or Page # Submitted for Review	Replacement or withdrawn?	Previous state filing number, if required by state
01		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
02		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
03		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	

# **PHARMACISTS MUTUAL INSURANCE COMPANY**

## **Individual Pharmacists Professional Liability (PHL) Pharmacy Student Professional Liability (CSP) Countrywide Form Filing Memorandum**

Pharmacists Mutual Insurance Company (PMIC) is filing a revision to their Individual Pharmacists Professional Liability and Pharmacy Student Professional Liability programs.

We are in the process of revising pharmacy professional liability coverage language in all programs offering this coverage. You have recently approved revisions to our Businessowners endorsement, PM 1014B 06 08, and Commercial Liability endorsement, PM 1014C 07 08. The following is a brief summary of the related changes incorporated into our Individual Pharmacists Professional Liability Policy, PM 196 01 09.

- Definitions have been added or revised to follow the current BOP language and PM 1014B language.
- Language on the Professional Liability Coverage section has been updated with the same intentions.
- The Limits of Liability section has been renamed to HOW MUCH WE PAY, and section wording has been revised to follow the BOP language.
- New exclusions have been added to follow the Businessowners and Commercial Liability endorsements.
- Limited Pharmacist's License Defense Reimbursement was moved to a separate section of the policy in order to have its own terms & conditions. The coverage limit has been increase from \$2,500 to \$10,000. Also the deductible provision has been changed to a flat \$500 per loss.
- We are withdrawing the \$2MM / \$6MM limit option.

We have updated are Amendatory Endorsement language, Application and Declarations Page as a result of policy language revisions.

Additionally, Pharmacy Student Professional Liability coverage form PM PHL 292 is being withdrawn. We discontinued use of this policy form with manual revision 09 06, approved in filing PHAR-125098497 (State Tracking Number AR-PC-07-022967).

# Individual Pharmacist Professional Liability Insurance Policy

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**IMPORTANT: THIS POLICY IS SPECIFICALLY DESIGNED AND RATED TO PROVIDE EXCESS PROFESSIONAL LIABILITY COVERAGE FOR "YOU". THIS POLICY DOES NOT APPLY TO "YOUR" EMPLOYER OR ANYONE EMPLOYED BY "YOU".**

Endorsements may also be part of this policy. They are identified on the declarations.

Words and phrases that have special meaning are shown in quotation marks. The special meanings for these words and phrases are set forth in Definitions.

### AGREEMENT

**Subject to all the "terms" that apply, and in return for "your" payment of the required premium, "we" provide the coverage described in this policy.**

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### DEFINITIONS

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Throughout this policy, "you" and "your" refer to the named insured as shown in the "declarations". "We", "us" and "our" refer to Pharmacists Mutual Insurance Company.

Other words and phrases are defined as follows:

1. "Advertisement" means a public notice or announcement, including those found in electronic communication or on the Internet, offering "your" goods, products, or services for sale or support to potential buyers, clients, customers, or patrons.

With respect to "advertisements" that appear on websites, only that part of a website that promotes "your" goods, products, or services for sale or support to potential buyers, clients, customers, or patrons is considered an "advertisement".

2. "Bodily injury" means bodily harm, sickness, or disease sustained by a person. "Bodily injury" includes death that results at any time from bodily harm, sickness, or disease.

However, "bodily injury" does not include mental or emotional injury, suffering, or distress that does not result from a physical injury.

3. "Compound", "Compounded", or "Compounding":
  - A. means the mixing of components into a drug preparation:
    - 1) as the result of a licensed medical prescriber's prescription drug order or initiative, based on the prescriber / patient / pharmacist relationship in the course of professional practice;
    - 2) for the purpose of, or as an incident to, research, teaching, or chemical analysis and not for sale or dispensing;
    - 3) pursuant to a lawful request by a licensed medical prescriber for a drug to be used by the prescriber for the purpose of direct administration to patients; or
    - 4) in anticipation of receiving prescription drug orders based on routine, regularly observed prescribing patterns. However, the amount of product compounded pursuant to this paragraph is limited by the storage condition requirements of USP <795> and USP <797>.
  - B. also includes drug preparations that may be commercially available in the marketplace, as long as the "compounded" drug:
    - 1) is either different from the Food and Drug Administration-approved product based upon the specific medical needs of the patient, or is temporarily unavailable to the pharmacy and there is an immediate need for the product by the patient; and
    - 2) is based on the existence of a licensed medical prescriber / patient / pharmacist relationship and the presentation of a valid prescription order.
4. "Damages" means compensation in the form of money for a person who claims to have suffered an injury.
5. "Limit" means the amount of coverage that applies.
6. "Manufacturing" means the preparation of components into a drug product not specifically described within the definition of "compounding".
7. "Occurrence" means an accident and includes continuous or repeated exposure to similar conditions.
8. "Personal and advertising injury" means injury, including "bodily injury" that is a consequence thereof, arising out of one or more of the following offenses:
  - A. oral or written publication, including electronic publication, of material that:
    - 1) slanders or libels a person or organization;
    - 2) disparages a person's or an organization's goods, products, or services; or
    - 3) violates a person's right of privacy;
  - B. false arrest, detention, or imprisonment;
  - C. malicious prosecution;
  - D. misappropriation of advertising ideas of another in "your" "advertisement"; or
  - E. infringement of the copyright, slogan, or trade-dress of another in "your" "advertisement".
9. "Property Damage" means physical injury to or destruction of tangible property. This includes the loss of its use.
10. "Pharmacy services"
  - A. means:
    - 1) The interpretation, evaluation, preparation and dispensing of prescription orders;
    - 2) Participation in drug and device selection (including, where permitted by law, prescribing by protocol, agreement or collaborative practice or the prescribing of legally recognized pharmacist-class of drugs or devices);
    - 3) The administering of drugs, including immunizations, by "you" where permitted by law;

- 4) Drug regimen reviews;
- 5) Drug or drug-related research;
- 6) Medication consulting and patient counseling which are related to drugs, medical devices or medical conditions;
- 7) "Compounding";
- 8) Storage of drugs and devices;
- 9) Maintenance of proper records for drugs and devices; or
- 10) Pharmaceutical care and other services of a professional nature legally performed by "you".

B. does not mean the administering of drugs or medical devices for cosmetic purposes.

11. "Suit" means a civil proceeding or an administrative proceeding alleging "damages" for "bodily injury", "property damage", or "personal and advertising injury" to which this policy applies. "Suit" includes any alternative dispute resolution proceeding or arbitration proceeding to which:

- A. "you" must submit; or
- B. "you" submit with "our" consent.

12. "Terms" means all provisions, limitations, exclusions, conditions, and definitions used in this policy.

13. "Underlying insurance" means any insurance policy, self-insurance program or risk retention program, including any deductible or retention, which provides pharmacy or pharmacist's professional liability coverage for "you" in any capacity, whether primary, contingent, excess or otherwise.

2. This insurance applies only to:

- A. "bodily injury" or "property damage" which occurs during the policy period and that is caused by an "occurrence" within the United States of America, its territories and possessions, Canada, or Puerto Rico; and
- B. "personal and advertising injury" arising out of an offense committed by "you". The offense must be committed during the policy period within the United States of America, its territories and possessions, Canada, or Puerto Rico.

3. If a claim for "bodily injury", "property damage", or "personal and advertising injury" to which this coverage applies is covered by "underlying insurance" or where there is "underlying insurance" that provides a duty to defend, this policy will not apply to defense, indemnification, investigation, settlement or legal expenses which are covered by the "underlying insurance" until and unless such coverage "limits" are exhausted.

"We" have the right at any time to join "you" or any entity issuing or administering "underlying insurance" in the investigation or settlement of any claim or "suit".

If a claim for "bodily injury", "property damage", or "personal and advertising injury" to which this coverage applies is not covered by "underlying insurance", or if an entity issuing or administering such "underlying insurance" refuses or neglects to act on "your" behalf, or makes claims against "you" for subrogation, contribution, indemnification or similar theory, "we" shall have the right and duty to defend any "suit" against "you" seeking such "damages". "We" may investigate or settle any claim or "suit" as "we" deem proper.

"Our" duty to defend ends when "our" "limit" of liability has been exhausted by the payment of a judgment, settlement or medical expenses.

---

## PROFESSIONAL LIABILITY COVERAGE

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1. "We" pay, up to "our" "limit", all sums in excess of "underlying insurance" for which "you" become legally obligated to pay as "damages" due to "bodily injury", "property damage", or "personal and advertising injury" to which this insurance applies, arising out of "your" rendering or failure to render "pharmacy services".

---

## SUPPLEMENTAL PAYMENTS

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1. If "we" investigate or settle a claim or defend a "suit" against "you", "we" will pay:
  - A. the costs taxed against "you" in the "suit";
  - B. the expenses incurred by "us";

- C. the actual loss of earnings by "you" for the time spent away from work at "our" request. "We" pay up to \$500 per day, not to exceed \$20,000 per "occurrence" or offense;
- D. the necessary and reasonable expenses incurred by "you" at "our" request to assist "us" in the defense or investigation of the claim or "suit";
- E. pre-judgment interest awarded against "you" on that part of the judgment "we" pay. If "we" offer to pay the "limit", "we" will not pay any pre-judgment interest based on that period of time after the offer;
- F. the interest which accrues on the entire amount of a judgment beginning with entry of a judgment and ending when "we" tender, deposit in court, or pay the portion of the judgment that is up to, but does not exceed, "our" "limit"; and
- G. the cost of appeal bonds or bonds for the release of attachments up to "our" "limit". However, "we" are not required to apply for or furnish such bonds;

2. These payments will not reduce the "limit" as described under How Much We Pay.

---

## HOW MUCH WE PAY

---

- 1. The "limits" shown on the declarations and subject to the following conditions, are the most "we" pay regardless of the number of:
  - A. persons or organizations who sustain injury or damage;
  - B. claims made or "suits" brought; or
  - C. policy periods involved.

"Our" total liability for "damages" resulting from one loss will not exceed the "limits" shown on the declarations page. All "bodily injury" and "property damage" resulting from one "occurrence" or all "personal and advertising injury" resulting from one offense is considered the result of one loss.

- 2. The Per Occurrence Limit, subject to the Aggregate Limit, is the most "we" will pay for "damages" due to all "bodily injury" and "property damage" arising out of a single

"occurrence" or due to all "personal and advertising injury" sustained by one person or organization.

A single "occurrence" includes:

- A. a "compounded" preparation prepared in a single batch for multiple prescriptions, regardless of the number of persons injured or the number of claims or "suits" brought;
- B. a single act or omission in the rendering or the failure to render "pharmacy services" that affects multiple prescriptions, regardless of the number of persons injured or the number of claims or "suits" brought; or
- C. an act or omission in the rendering or the failure to render "pharmacy services" to any one person, regardless of the number of times a prescription is refilled.

All "bodily injury" or "property damage" included within such "occurrence" will take place at the time the first "bodily injury" or "property damage" takes place.

---

## EXCLUSIONS

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- 1. "We" do not pay for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your" position as proprietor, owner, partner, officer, member, or shareholder of any pharmacy or pharmacy-related business.
- 2. "We" do not pay for "bodily injury" to "your" employer or co-employee if the "bodily injury" arises out of or in the course of common employment.
- 3. "We" do not pay for "bodily injury" or "property damage":
  - A. which is expected by, directed by, or intended by "you"; or
  - B. that is the result of "your" intentional and malicious acts.
- 4. "We" do not pay for "bodily injury", "property damage", or "personal and advertising injury" liability which is assumed by "you" under a contract or an agreement. However, this exclusion does not apply to liability that "you"

would have had in the absence of the contract or agreement.

5. "We" do not pay for "bodily injury", "property damage" or "personal and advertising injury" arising out of the acts or omissions of any fellow employee or any member of a partnership, joint venture, association or other organization of which "you" are a member.
6. "We" do not pay for "property damage" to:
  - A. property of "your" employer or co-employee;
  - B. goods or products manufactured, sold, handled, or distributed by "your" employer; or
  - C. property in "your" care, custody or control.
7. "We" do not pay for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your" ownership, maintenance, operation, use, loading or unloading of any aircraft, motor vehicle, or watercraft.
8. "We" do not pay for "bodily injury", "property damage" or "personal and advertising injury" arising out of:
  - A. the rendering or failure to render "pharmacy services" by "you" or with "your" knowledge or consent that involves:
    - 1) a willful violation of a regulation or statute relating to "pharmacy services";
    - 2) a violation of criminal or penal statute or a criminal act; or
    - 3) the dispensing of prescription orders based upon telephonic, electronic or online medical consultations without there being a pre-existing patient / prescriber relationship that has included an in-person physician examination; or
  - B. "compounding" that contains a drug component which has been withdrawn or removed from the market for reasons of safety; or
  - C. "manufacturing".
9. "We" do not pay for "bodily injury", "property damage", or "personal and advertising injury" that arises out of actual or threatened harassment, abuse or molestation.
10. "We" do not pay for "personal and advertising injury" arising out of the failure of goods, products, or services to conform with quality or performance as stated in "your" "advertisement".
11. "We" do not pay for "personal and advertising injury" arising out of breach of contract, other than using the advertising ideas of another in "your" "advertisement" under an implied contract.
12. "We" do not pay for "personal and advertising injury" arising out of wrong descriptions of the price of goods, products, or services as stated in "your" "advertisement".
13. "We" do not pay for "personal and advertising injury" arising from an offense committed by "you" if "your" business is:
  - A. advertising, broadcasting, publishing, or telecasting; or
  - B. designing, developing, or coordinating the content of web sites for others.
14. "We" do not pay for "personal and advertising injury" arising out of:
  - A. oral or written publication of material done by or at the direction of "you" knowing that it was false; or
  - B. oral or written publication of material that took place prior to the policy period.
15. "We" do not pay for "personal and advertising injury" arising out of:
  - A. discriminatory practices prohibited by any law, ordinance or regulation; or
  - B. unfair competition or piracy.
16. "We" do not pay for "personal and advertising injury" arising out of an act committed by or directed by "you" knowing that "personal and advertising injury" may occur as a result of the act.
17. "We" do not pay for "personal and advertising injury" arising out of any violation of intellectual property rights, including infringement of trademark, trade-secret, or patent rights or copyright. However, this exclusion does not

apply to a violation or infringement of copyright, slogan, or trade-dress rights that occur in your "advertisement".

18. "We" do not pay for any fines or penalties.

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## WHAT MUST BE DONE IN CASE OF LOSS

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1. Notice -- In the case of an "occurrence" or offense, or if "you" become aware of anything that indicates that there might be a claim involving "you", "you" must arrange for prompt notice to be given:
  - A. to "your" employer and any "underlying insurance", and
  - B. to "us", if this policy may become involved.

The notice to "us" must include the time, place, and circumstances of the "occurrence" or offense, or the situation that indicates that there might be a claim and the names and addresses of all known and potential claimants and witnesses.
2. Cooperation -- "You" must cooperate with "us" in investigating or settling a claim or defending a "suit".
3. Volunteer Payments -- Any payment or expense made or assumed by "you" without our written consent will be paid or assumed by "you". However, this does not apply to first aid to others at the time of "bodily injury".
4. Other Duties -- If a claim is made or a "suit" is brought against "you" that may involve this policy, "you" must:
  - A. promptly send to "us" copies of all legal papers, demands, and notices received in connection with such claim or "suit";
  - B. at "our" request, provide written authorization to obtain records and other information permitted to be obtained by applicable law; and
  - C. at "our" request, cooperate and assist "us" in:
    - 1) settling the claim;
    - 2) investigating claims and conducting "suits" or administrative hearings or

proceedings. This includes attending trials, hearings, and proceedings;

- 3) enforcing rights against all parties who may be liable to "you" for injury or damage that may be covered by this insurance;
- 4) securing and giving evidence; and
- 5) obtaining the attendance of all witnesses.

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## CONDITIONS

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1. Assignment -- This policy may not be assigned without "our" written consent.
2. Bankruptcy -- "Your" bankruptcy or insolvency does not relieve "us" of "our" obligations under this policy.
3. Cancellation -- See state specific amendatory endorsement.
4. Change Or Waiver Of Policy Terms -- A change or waiver of "terms" of this policy must be issued by "us" in writing to be valid.
5. Conformity With Statute -- If the "terms" of this policy conflict with the statutes of "your" state, the "terms" are amended to conform to such statutes.
6. Insurance Under More Than One Policy -- The insurance under this policy is excess coverage. This insurance is non-contributory and does not apply until the "limits" of all "underlying insurance" have been exhausted.
7. Knowledge Of Bodily Injury Or Property Damage -- Knowledge of "bodily injury" or "property damage" will be deemed to have occurred at the earliest of the following times:
  - A. when a "suit", claim, or demand for "damages" alleging "bodily injury" or "property damage" is received by "you";
  - B. when "you" report the "bodily injury" or "property damage" to "us" or any other insurer; or
  - C. when "you" become aware of anything that indicates that "bodily injury" or "property

damage" may have occurred or is occurring.

8. Liberalization -- If "we" adopt a revision of forms during a policy period which broadens this policy without additional premium, the broadened coverage will automatically apply to this policy. This also applies if "we" adopt the revision within 60 days before this policy is effective.
9. Misrepresentation, Concealment, Or Fraud -- This coverage is void if, before or after a loss:
  - A. "you" have willfully concealed or misrepresented:
    - 1) a material fact or circumstance that relates to this insurance or the subject thereof; or
    - 2) "your" interest herein; or
  - B. there has been fraud or false swearing by "you" with regard to a matter that relates to this insurance or the subject thereof.
10. Subrogation -- If "we" pay under this policy, "we" may require from "you" an assignment of any right of recovery. This includes payments made after "underlying insurance" refuses or neglects to act on "your" behalf. "We" are not liable under this policy if "you" have impaired "our" right to recover. "You" may waive "your" right to recover, in writing, before an "occurrence" takes place.
11. Suit Against Us -- No "suit" may be brought against "us" unless:
  - A. all the "terms" of this policy have been complied with; and
  - B. the amount of "your" liability has been determined by:
    - 1) a final judgment against "you" as a result of a trial; or
    - 2) a written agreement by "you", the claimant, and "us".

However, "we" will not pay for injury or damage that is not covered by this policy or that exceeds the applicable "limit". No person has a right under this policy to join "us" or implead "us" in actions that are brought to determine "your" liability.

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## LIMITED PHARMACIST'S LICENSE DEFENSE REIMBURSEMENT

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"We" will reimburse "you" for legal fees incurred, arising out of "your" rendering or failure to render "pharmacy services" within the United States of America, its territories and possessions, Canada, or Puerto Rico, during the policy period, and must be in connection with:

1. a civil lawsuit, or a threatened civil lawsuit, in which "you" are a defendant or can reasonably be expected to be named a defendant;
2. a criminal indictment or charge in a case in which "you" have been named as a defendant or "you" have been notified "you" are a target of the criminal investigation;
3. civil lawsuit or criminal indictment in which "you" are required to appear as a witness at a deposition or trial to give testimony concerning "pharmacy services" rendered by "you", "your" employer, or a fellow employee; or
4. a disciplinary proceeding or an official investigation by a state or federal agency against "you" for an action before the Board of Pharmacy in a state in which "you" are licensed.

## HOW MUCH WE PAY

1. The "limits" shown on the declarations for Limited Pharmacist's License Defense Reimbursement, and subject to the following conditions, are the most "we" pay regardless of the number of actions, civil lawsuits, disciplinary proceedings or investigations brought against "you" or policy periods involved.
2. The per occurrence "limit", subject to the aggregate "limit", is the most "we" will pay for legal fees arising out of each incident.
3. The aggregate "limit" is the most "we" will pay for legal fees from all incidents that occurred during the policy period shown on the declarations.
4. "Our" obligation to reimburse "your" legal fees applies in excess of the deductible shown in the declarations. The deductible will apply separately to each incident.

## CONDITIONS

The following conditions apply to Limited Pharmacist's License Defense Reimbursement:

1. "Your" rendering or failure to render "pharmacy services" must have occurred during the policy period; and
2. The attorney fees must be for independent representation of "you" and may not be in connection with, or by the same attorney or firm, or a part of, representation of "your" employer.
4. "Our" duty to defend ends when "our" "limit" of liability has been exhausted by the payment of a judgment, settlement or medical expenses.
5. "We" shall have the right to invoke any immunity, statutory or otherwise, which and to the extent "you" could invoke such immunity if "you" were not insured.
6. This coverage does not apply:
  - A. to expenses incurred by "you" for first aid to others at the time of an accident; or
  - B. if "you" are engaged in the business or occupation of providing CPR as a paramedic or emergency medical technician.

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## CERTIFIED CPR COVERAGE

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1. "We" pay, up to "our" "limit", all sums in excess of "underlying insurance" for which "you" become legally obligated to pay as "damages" due to "bodily injury" or "property damage" arising out of "your" performing cardio-pulmonary resuscitation (CPR), but only if "you" are certified for CPR.
2. If a claim for "bodily injury" or "property damage" to which this coverage applies is covered by "underlying insurance", this policy will not apply to defense, indemnification, investigation, settlement or legal expenses which are covered by the "underlying insurance" until and unless such coverage "limits" are exhausted. "We" have the right at any time to join "you" or any entity issuing or administering "underlying insurance" in the investigation or settlement of any claim or "suit".
3. If a claim for "bodily injury", or "property damage" to which this coverage applies is not covered by "underlying insurance", or if an entity issuing or administering such "underlying insurance" refuses or neglects to act on "your" behalf, or makes claims against "you" for subrogation, contribution, indemnification or similar theory, "we" shall have the right and duty to defend any "suit" against "you" seeking such "damages". "We" may investigate or settle any claim or "suit" as "we" deem proper.

## HOW MUCH WE PAY

1. The "limits" shown on the declarations for Certified CPR Coverage, and subject to the following condition, is the most "we" pay regardless of the number of claims brought against "you", or policy periods involved.
2. The per occurrence "limit", subject to the aggregate "limit", is the most "we" will pay for "bodily injury" or "property damage" arising out of each "occurrence".
3. The aggregate "limit" is the most "we" will pay for "bodily injury" or "property damage" from all "occurrences" during the policy period shown on the declarations.

## CONDITIONS

The following condition applies to Certified CPR Coverage:

1. "Your" performing cardio-pulmonary resuscitation (CPR) must have occurred during the policy period.

SERFF Tracking Number: PHAR-125891350 State: Arkansas  
 Filing Company: Pharmacists Mutual Insurance Company State Tracking Number: EFT \$50  
 Company Tracking Number: AR-PHL/CSP-01-09-F2  
 TOI: 11.2 Medical Malpractice - Occurrence Only Sub-TOI: 11.2021 Pharmacy  
 Product Name: Individual Pharmacist Professional Liability  
 Project Name/Number: AR-PHL/CSP-01-09-F2/AR-PHL/CSP-01-09-F2

## Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Supporting Document	FILING MEMORANDUM	11/10/2008	AR Form Filing Memorandum.pdf SIDE BY SIDE PM 196 01 09 V 08 02.pdf
No original date	Form	Individual Pharmacist Professional Liability	11/06/2008	PM 196 (0109).pdf

# Individual Pharmacist Professional Liability Insurance Policy

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**IMPORTANT: THIS POLICY IS SPECIFICALLY DESIGNED AND RATED TO PROVIDE EXCESS PROFESSIONAL LIABILITY COVERAGE FOR "YOU". THIS POLICY DOES NOT APPLY TO "YOUR" EMPLOYER OR ANYONE EMPLOYED BY "YOU".**

Endorsements may also be part of this policy. They are identified on the declarations.

Words and phrases that have special meaning are shown in quotation marks. The special meanings for these words and phrases are set forth in Definitions.

### AGREEMENT

**Subject to all the "terms" that apply, and in return for "your" payment of the required premium, "we" provide the coverage described in this policy.**

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### DEFINITIONS

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Throughout this policy, "you" and "your" refer to the named insured as shown in the "declarations". "We", "us" and "our" refer to Pharmacists Mutual Insurance Company.

Other words and phrases are defined as follows:

1. "Advertisement" means a public notice or announcement, including those found in electronic communication or on the Internet, offering "your" goods, products, or services for sale or support to potential buyers, clients, customers, or patrons.

With respect to "advertisements" that appear on websites, only that part of a website that promotes "your" goods, products, or services for sale or support to potential buyers, clients, customers, or patrons is considered an "advertisement".

2. "Bodily injury" means bodily harm, sickness, or disease sustained by a person. "Bodily injury" includes death that results at any time from bodily harm, sickness, or disease.

However, "bodily injury" does not include mental or emotional injury, suffering, or distress that does not result from a physical injury.

3. "Compound", "Compounded", or "Compounding":
  - A. means the mixing of components into a drug preparation:
    - 1) as the result of a licensed medical prescriber's prescription drug order or initiative, based on the prescriber / patient / pharmacist relationship in the course of professional practice;
    - 2) for the purpose of, or as an incident to, research, teaching, or chemical analysis and not for sale or dispensing;
    - 3) pursuant to a lawful request by a licensed medical prescriber for a drug to be used by the prescriber for the purpose of direct administration to patients; or
    - 4) in anticipation of receiving prescription drug orders based on routine, regularly observed prescribing patterns. However, the amount of product compounded pursuant to this paragraph is limited by the storage condition requirements of USP <795> and USP <797>.
  - B. also includes drug preparations that may be commercially available in the marketplace, as long as the "compounded" drug:
    - 1) is either different from the Food and Drug Administration-approved product based upon the specific medical needs of the patient, or is temporarily unavailable to the pharmacy and there is an immediate need for the product by the patient; and
    - 2) is based on the existence of a licensed medical prescriber / patient / pharmacist relationship and the presentation of a valid prescription order.
4. "Damages" means compensation in the form of money for a person who claims to have suffered an injury.
5. "Limit" means the amount of coverage that applies.
6. "Manufacturing" means the preparation of components into a drug product not specifically described within the definition of "compounding".
7. "Occurrence" means an accident and includes continuous or repeated exposure to similar conditions.
8. "Personal and advertising injury" means injury, including "bodily injury" that is a consequence thereof, arising out of one or more of the following offenses:
  - A. oral or written publication, including electronic publication, of material that:
    - 1) slanders or libels a person or organization;
    - 2) disparages a person's or an organization's goods, products, or services; or
    - 3) violates a person's right of privacy;
  - B. false arrest, detention, or imprisonment;
  - C. malicious prosecution;
  - D. misappropriation of advertising ideas of another in "your" "advertisement"; or
  - E. infringement of the copyright, slogan, or trade-dress of another in "your" "advertisement".
9. "Property Damage" means physical injury to or destruction of tangible property. This includes the loss of its use.
10. "Pharmacy services"
  - A. means:
    - 1) The interpretation, evaluation, preparation and dispensing of prescription orders;
    - 2) Participation in drug and device selection (including, where permitted by law, prescribing by protocol, agreement or collaborative practice or the prescribing of legally recognized pharmacist-class of drugs or devices);
    - 3) The administering of drugs, including immunizations, by "you" where permitted by law;

- 4) Drug regimen reviews;
- 5) Drug or drug-related research;
- 6) Medication consulting and patient counseling which are related to drugs, medical devices or medical conditions;
- 7) "Compounding";
- 8) Storage of drugs and devices;
- 9) Maintenance of proper records for drugs and devices; or
- 10) Pharmaceutical care and other services of a professional nature legally performed by "you".

B. does not mean the administering of drugs or medical devices for cosmetic purposes.

11. "Suit" means a civil proceeding or an administrative proceeding alleging "damages" for "bodily injury", "property damage", or "personal and advertising injury" to which this policy applies. "Suit" includes any alternative dispute resolution proceeding or arbitration proceeding to which:

- A. "you" must submit; or
- B. "you" submit with "our" consent.

12. "Terms" means all provisions, limitations, exclusions, conditions, and definitions used in this policy.

13. "Underlying insurance" means any insurance policy, self-insurance program or risk retention program, including any deductible or retention, which provides pharmacy or pharmacist's professional liability coverage for "you" in any capacity, whether primary, contingent, excess or otherwise.

2. This insurance applies only to:

- A. "bodily injury" or "property damage" which occurs during the policy period and that is caused by an "occurrence" within the United States of America, its territories and possessions, Canada, or Puerto Rico; and
- B. "personal and advertising injury" arising out of an offense committed by "you". The offense must be committed during the policy period within the United States of America, its territories and possessions, Canada, or Puerto Rico.

3. If a claim for "bodily injury", "property damage", or "personal and advertising injury" to which this coverage applies is covered by "underlying insurance" or where there is "underlying insurance" that provides a duty to defend, this policy will not apply to defense, indemnification, investigation, settlement or legal expenses which are covered by the "underlying insurance" until and unless such coverage "limits" are exhausted.

"We" have the right at any time to join "you" or any entity issuing or administering "underlying insurance" in the investigation or settlement of any claim or "suit".

If a claim for "bodily injury", "property damage", or "personal and advertising injury" to which this coverage applies is not covered by "underlying insurance", or if an entity issuing or administering such "underlying insurance" refuses or neglects to act on "your" behalf, or makes claims against "you" for subrogation, contribution, indemnification or similar theory, "we" shall have the right and duty to defend any "suit" against "you" seeking such "damages". "We" may investigate or settle any claim or "suit" as "we" deem proper.

"Our" duty to defend ends when "our" "limit" of liability has been exhausted by the payment of a judgment, settlement or medical expenses.

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## PROFESSIONAL LIABILITY COVERAGE

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1. "We" pay, up to "our" "limit", all sums in excess of "underlying insurance" for which "you" become legally obligated to pay as "damages" due to "bodily injury", "property damage", or "personal and advertising injury" to which this insurance applies, arising out of "your" rendering or failure to render "pharmacy services".

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## SUPPLEMENTAL PAYMENTS

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1. If "we" investigate or settle a claim or defend a "suit" against "you", "we" will pay:
  - A. the costs taxed against "you" in the "suit";
  - B. the expenses incurred by "us";

- C. the actual loss of earnings by "you" for the time spent away from work at "our" request. "We" pay up to \$500 per day, not to exceed \$20,000 per "occurrence" or offense;
- D. the necessary and reasonable expenses incurred by "you" at "our" request to assist "us" in the defense or investigation of the claim or "suit";
- E. pre-judgment interest awarded against "you" on that part of the judgment "we" pay. If "we" offer to pay the "limit", "we" will not pay any pre-judgment interest based on that period of time after the offer;
- F. the interest which accrues on the entire amount of a judgment beginning with entry of a judgment and ending when "we" tender, deposit in court, or pay the portion of the judgment that is up to, but does not exceed, "our" "limit"; and
- G. the cost of appeal bonds or bonds for the release of attachments up to "our" "limit". However, "we" are not required to apply for or furnish such bonds;

2. These payments will not reduce the "limit" as described under How Much We Pay.

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## HOW MUCH WE PAY

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- 1. The "limits" shown on the declarations and subject to the following conditions, are the most "we" pay regardless of the number of:
  - A. persons or organizations who sustain injury or damage;
  - B. claims made or "suits" brought; or
  - C. policy periods involved.

"Our" total liability for "damages" resulting from one loss will not exceed the "limits" shown on the declarations page. All "bodily injury" and "property damage" resulting from one "occurrence" or all "personal and advertising injury" resulting from one offense is considered the result of one loss.

- 2. The Per Occurrence Limit, subject to the Aggregate Limit, is the most "we" will pay for "damages" due to all "bodily injury" and "property damage" arising out of a single

"occurrence" or due to all "personal and advertising injury" sustained by one person or organization.

A single "occurrence" includes:

- A. a "compounded" preparation prepared in a single batch for multiple prescriptions, regardless of the number of persons injured or the number of claims or "suits" brought;
- B. a single act or omission in the rendering or the failure to render "pharmacy services" that affects multiple prescriptions, regardless of the number of persons injured or the number of claims or "suits" brought; or
- C. an act or omission in the rendering or the failure to render "pharmacy services" to any one person, regardless of the number of times a prescription is refilled.

All "bodily injury" or "property damage" included within such "occurrence" will take place at the time the first "bodily injury" or "property damage" takes place.

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## EXCLUSIONS

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- 1. "We" do not pay for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your" position as proprietor, owner, partner, officer, member, or shareholder of any pharmacy or pharmacy-related business.
- 2. "We" do not pay for "bodily injury" to "your" employer or co-employee if the "bodily injury" arises out of or in the course of common employment.
- 3. "We" do not pay for "bodily injury" or "property damage":
  - A. which is expected by, directed by, or intended by "you"; or
  - B. that is the result of "your" intentional and malicious acts.
- 4. "We" do not pay for "bodily injury", "property damage", or "personal and advertising injury" liability which is assumed by "you" under a contract or an agreement. However, this exclusion does not apply to liability that "you"

would have had in the absence of the contract or agreement.

5. "We" do not pay for "bodily injury", "property damage" or "personal and advertising injury" arising out of the acts or omissions of any fellow employee or any member of a partnership, joint venture, association or other organization of which "you" are a member.
6. "We" do not pay for "property damage" to:
  - A. property of "your" employer or co-employee;
  - B. goods or products manufactured, sold, handled, or distributed by "your" employer; or
  - C. property in "your" care, custody or control.
7. "We" do not pay for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your" ownership, maintenance, operation, use, loading or unloading of any aircraft, motor vehicle, or watercraft.
8. "We" do not pay for "bodily injury", "property damage" or "personal and advertising injury" arising out of:
  - A. the rendering or failure to render "pharmacy services" by "you" or with "your" knowledge or consent that involves:
    - 1) a willful violation of a regulation or statute relating to "pharmacy services";
    - 2) a violation of criminal or penal statute or a criminal act; or
    - 3) the dispensing of prescription orders based upon telephonic, electronic or online medical consultations without there being a pre-existing patient - prescriber relationship that has included an in-person physician examination; or
  - B. "compounding" that contains a drug component which has been withdrawn or removed from the market for reasons of safety; or
  - C. "manufacturing".
9. "We" do not pay for "bodily injury", "property damage", or "personal and advertising injury" that arises out of actual or threatened harassment, abuse or molestation
10. "We" do not pay for "personal and advertising injury" arising out of the failure of goods, products, or services to conform with quality or performance as stated in "your" "advertisement".
11. "We" do not pay for "personal and advertising injury" arising out of breach of contract, other than using the advertising ideas of another in "your" "advertisement" under an implied contract.
12. "We" do not pay for "personal and advertising injury" arising out of wrong descriptions of the price of goods, products, or services as stated in "your" "advertisement".
13. "We" do not pay for "personal and advertising injury" arising from an offense committed by "you" if "your" business is:
  - A. advertising, broadcasting, publishing, or telecasting; or
  - B. designing, developing, or coordinating the content of web sites for others.
14. "We" do not pay for "personal and advertising injury" arising out of:
  - A. oral or written publication of material done by or at the direction of "you" knowing that it was false; or
  - B. oral or written publication of material that took place prior to the policy period.
15. "We" do not pay for "personal and advertising injury" arising out of:
  - A. discriminatory practices prohibited by any law, ordinance or regulation; or
  - B. unfair competition or piracy.
16. "We" do not pay for "personal and advertising injury" arising out of an act committed by or directed by "you" knowing that "personal and advertising injury" may occur as a result of the act.
17. "We" do not pay for "personal and advertising injury" arising out of any violation of intellectual property rights, including infringement of trademark, trade-secret, or patent rights or copyright. However, this exclusion does not apply to a violation or infringement of copyright,

slogan, or trade-dress rights that occur in your "advertisement".

18. "We" do not pay for any fines or penalties.

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## WHAT MUST BE DONE IN CASE OF LOSS

---

1. Notice -- In the case of an "occurrence" or offense, or if "you" become aware of anything that indicates that there might be a claim involving "you", "you" must arrange for prompt notice to be given:
  - A. to "your" employer and any "underlying insurance", and
  - B. to "us", if this policy may become involved.

The notice to "us" must include the time, place, and circumstances of the "occurrence" or offense, or the situation that indicates that there might be a claim and the names and addresses of all known and potential claimants and witnesses.
2. Cooperation -- "You" must cooperate with "us" in investigating or settling a claim or defending a "suit".
3. Volunteer Payments -- Any payment or expense made or assumed by "you" without our written consent will be paid or assumed by "you". However, this does not apply to first aid to others at the time of "bodily injury".
4. Other Duties -- If a claim is made or a "suit" is brought against "you" that may involve this policy, "you" must:
  - A. promptly send to "us" copies of all legal papers, demands, and notices received in connection with such claim or "suit";
  - B. at "our" request, provide written authorization to obtain records and other information permitted to be obtained by applicable law; and
  - C. at "our" request, cooperate and assist "us" in:
    - 1) settling the claim;
    - 2) investigating claims and conducting "suits" or administrative hearings or proceedings. This includes attending trials, hearings, and proceedings;

- 3) enforcing rights against all parties who may be liable to "you" for injury or damage that may be covered by this insurance;
- 4) securing and giving evidence; and
- 5) obtaining the attendance of all witnesses.

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## CONDITIONS

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1. Assignment -- This policy may not be assigned without "our" written consent.
2. Bankruptcy -- "Your" bankruptcy or insolvency does not relieve "us" of "our" obligations under this policy.
3. Cancellation -- See state specific amendatory endorsement.
4. Change Or Waiver Of Policy Terms -- A change or waiver of "terms" of this policy must be issued by "us" in writing to be valid.
5. Conformity With Statute -- If the "terms" of this policy conflict with the statutes of "your" state, the "terms" are amended to conform to such statutes.
6. Insurance Under More Than One Policy -- The insurance under this policy is excess coverage. This insurance is non-contributory and does not apply until the "limits" of all "underlying insurance" have been exhausted.
7. Knowledge Of Bodily Injury Or Property Damage -- Knowledge of "bodily injury" or "property damage" will be deemed to have occurred at the earliest of the following times:
  - A. when a "suit", claim, or demand for "damages" alleging "bodily injury" or "property damage" is received by "you";
  - B. when "you" report the "bodily injury" or "property damage" to "us" or any other insurer; or
  - C. when "you" become aware of anything that indicates that "bodily injury" or "property damage" may have occurred or is occurring.

8. Liberalization -- If "we" adopt a revision of forms during a policy period which broadens this policy without additional premium, the broadened coverage will automatically apply to this policy. This also applies if "we" adopt the revision within 60 days before this policy is effective.
9. Misrepresentation, Concealment, Or Fraud -- This coverage is void if, before or after a loss:
  - A. "you" have willfully concealed or misrepresented:
    - 1) a material fact or circumstance that relates to this insurance or the subject thereof; or
    - 2) "your" interest herein; or
  - B. there has been fraud or false swearing by "you" with regard to a matter that relates to this insurance or the subject thereof.
10. Subrogation -- If "we" pay under this policy, "we" may require from "you" an assignment of any right of recovery. This includes payments made after "underlying insurance" refuses or neglects to act on "your" behalf. "We" are not liable under this policy if "you" have impaired "our" right to recover. "You" may waive "your" right to recover, in writing, before an "occurrence" takes place.
11. Suit Against Us -- No "suit" may be brought against "us" unless:
  - A. all the "terms" of this policy have been complied with; and
  - B. the amount of "your" liability has been determined by:
    - 1) a final judgment against "you" as a result of a trial; or
    - 2) a written agreement by "you", the claimant, and "us".

However, "we" will not pay for injury or damage that is not covered by this policy or that exceeds the applicable "limit". No person has a right under this policy to join "us" or implead "us" in actions that are brought to determine "your" liability.

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## LIMITED PHARMACIST'S LICENSE DEFENSE REIMBURSEMENT

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"We" will reimburse "you" for legal fees incurred, arising out of "your" rendering or failure to render "pharmacy services" within the United States of America, its territories and possessions, Canada, or Puerto Rico, during the policy period, and must be in connection with:

1. a civil lawsuit, or a threatened civil lawsuit, in which "you" are a defendant or can reasonably be expected to be named a defendant;
2. a criminal indictment or charge in a case in which "you" have been named as a defendant or "you" have been notified "you" are a target of the criminal investigation;
3. civil lawsuit or criminal indictment in which "you" are required to appear as a witness at a deposition or trial to give testimony concerning "pharmacy services" rendered by "you", "your" employer, or a fellow employee; or
4. a disciplinary proceeding or an official investigation by a state or federal agency against "you" for an action before the Board of Pharmacy in a state in which "you" are licensed.

## HOW MUCH WE PAY

1. The "limits" shown on the declarations for Limited Pharmacist's License Defense Reimbursement, and subject to the following conditions, are the most "we" pay regardless of the number of actions, civil lawsuits, disciplinary proceedings or investigations brought against "you" or policy periods involved.
2. The per occurrence "limit", subject to the aggregate "limit", is the most "we" will pay for legal fees arising out of each incident.
3. The aggregate "limit" is the most "we" will pay for legal fees from all incidents that occurred during the policy period shown on the declarations.
4. "Our" obligation to reimburse "your" legal fees applies in excess of the deductible shown in the declarations. The deductible will apply separately to each incident.

## CONDITIONS

The following conditions apply to Limited Pharmacist's License Defense Reimbursement:

1. "Your" rendering or failure to render "pharmacy services" must have occurred during the policy period; and
2. The attorney fees must be for independent representation of "you" and may not be in connection with, or by the same attorney or firm, or a part of, representation of "your" employer.
4. "Our" duty to defend ends when "our" "limit" of liability has been exhausted by the payment of a judgment, settlement or medical expenses.
5. "We" shall have the right to invoke any immunity, statutory or otherwise, which and to the extent "you" could invoke such immunity if "you" were not insured.
6. This coverage does not apply:
  - A. to expenses incurred by "you" for first aid to others at the time of an accident; or
  - B. if "you" are engaged in the business or occupation of providing CPR as a paramedic or emergency medical technician

---

## CERTIFIED CPR COVERAGE

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1. "We" pay, up to "our" "limit", all sums in excess of "underlying insurance" for which "you" become legally obligated to pay as "damages" due to "bodily injury" or "property damage" arising out of "your" performing cardio-pulmonary resuscitation (CPR), but only if "you" are certified for CPR.
2. If a claim for "bodily injury" or "property damage" to which this coverage applies is covered by "underlying insurance", this policy will not apply to defense, indemnification, investigation, settlement or legal expenses which are covered by the "underlying insurance" until and unless such coverage "limits" are exhausted. "We" have the right at any time to join "you" or any entity issuing or administering "underlying insurance" in the investigation or settlement of any claim or "suit".
3. If a claim for "bodily injury", or "property damage" to which this coverage applies is not covered by "underlying insurance", or if an entity issuing or administering such "underlying insurance" refuses or neglects to act on "your" behalf, or makes claims against "you" for subrogation, contribution, indemnification or similar theory, "we" shall have the right and duty to defend any "suit" against "you" seeking such "damages". "We" may investigate or settle any claim or "suit" as "we" deem proper.

## HOW MUCH WE PAY

1. The "limits" shown on the declarations for Certified CPR Coverage, and subject to the following condition, is the most "we" pay regardless of the number of claims brought against "you", or policy periods involved.
2. The per occurrence "limit", subject to the aggregate "limit", is the most "we" will pay for "bodily injury" or "property damage" arising out of each "occurrence".
3. The aggregate "limit" is the most "we" will pay for "bodily injury" or "property damage" from all "occurrences" during the policy period shown on the declarations.

## CONDITIONS

The following condition applies to Certified CPR Coverage:

1. "Your" performing cardio-pulmonary resuscitation (CPR) must have occurred during the policy period.

# **PHARMACISTS MUTUAL INSURANCE COMPANY**

## **Individual Pharmacists Professional Liability (PHL) Pharmacy Student Professional Liability (CSP) Countrywide Form Filing Memorandum**

Pharmacists Mutual Insurance Company (PMIC) is filing a revision to their Individual Pharmacists Professional Liability and Pharmacy Student Professional Liability programs.

We are in the process of revising pharmacy professional liability coverage language in all programs offering this coverage. You have recently approved revisions to our Businessowners endorsement, PM 1014B 06 08, and Commercial Liability endorsement, PM 1014C 07 08. The following is a brief summary of the related changes incorporated into our Individual Pharmacists Professional Liability Policy, PM 196 01 09.

- Definitions have been added or revised to follow the current BOP language and PM 1014B language.
- Language on the Professional Liability Coverage section has been updated with the same intentions.
- The Limits of Liability section has been renamed to HOW MUCH WE PAY, and section wording has been revised to follow the BOP language.
- New exclusions have been added to follow the Businessowners and Commercial Liability endorsements.
- Limited Pharmacist's License Defense Reimbursement was moved to a separate section of the policy in order to have its own terms & conditions. The coverage limit has been increase from \$2,500 to \$10,000. Also the deductible provision has been changed to a flat \$500 per loss.
- We are withdrawing the \$2MM / \$6MM limit option.

We have updated are Amendatory Endorsement language, Application and Declarations Page as a result of policy language revisions.

Additionally, Pharmacy Student Professional Liability coverage form PM PHL 292 is being withdrawn. We discontinued use of this policy form with manual revision 09 06, approved in filing PHAR-125098497 (State Tracking Number AR-PC-07-022967).

**THIS IS A LEGAL CONTRACT  
-- PLEASE READ THIS CAREFULLY --**

# Individual Pharmacist Professional Liability Insurance Policy

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VI. . PERSONS INSURED 4¶
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¶
<b>NOTIFY THE COMPANY OF ANY CHANGE IN YOUR ADDRESS¶</b>
¶
<b>THIS POLICY WITH THE DECLARATIONS PAGE, FORMS AND ENDORSEMENTS, IF ANY, COMPLETES THIS POLICY.</b>

**IMPORTANT: THIS POLICY IS SPECIFICALLY DESIGNED AND RATED TO PROVIDE EXCESS PROFESSIONAL LIABILITY COVERAGE FOR "YOU". THIS POLICY DOES NOT APPLY TO "YOUR" EMPLOYER OR ANYONE EMPLOYED BY "YOU".**

Deleted: This policy is a legal contract between you and Pharmacists Mutual Insurance Company. This policy sets forth, in detail, the rights and obligations of you and your insurance company. **IT IS IMPORTANT THAT YOU READ YOUR POLICY CAREFULLY.**

Endorsements may also be part of this policy. They are identified on the declarations.

Words and phrases that have special meaning are shown in quotation marks. The special meanings for these words and phrases are set forth in Definitions.

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### AGREEMENT

**Subject to all the "terms" that apply, and in return for "your" payment of the required premium, "we" provide the coverage described in this policy.**

Deleted: COVERED FOR YOU. THIS POLICY IS INTENDED TO BE YOUR PERSONAL PROFESSIONAL UMBRELLA POLICY, AS IT IS EXCESS TO OTHER PROFESSIONAL LIABILITY POLICIES AND IS RATED TO BE EXCESS. THIS INSURANCE [ ... [1]

### DEFINITIONS

Throughout this policy, "you" and "your" refer to the named insured as shown in the "declarations". "We", "us" and "our" refer to Pharmacists Mutual Insurance Company.

With respect to "advertisements" that appear on websites, only that part of a website that promotes "your" goods, products, or services for sale or support to potential buyers, clients, customers, or patrons is considered an "advertisement".

Deleted: . INCLUDING SELF INSURANCE OR DEDUCTIBL [ ... [2]

Other words and phrases are defined as follows:

1. "Advertisement" means a public notice or announcement, including those found in electronic communication or on the Internet, offering "your" goods, products, or services for sale or support to potential buyers, clients, customers, or patrons.

2. "Bodily injury" means bodily harm, sickness, or disease sustained by a person. "Bodily injury" includes death that results at any time from bodily harm, sickness, or disease.

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3. "Compound", "Compounded", or "Compounding":

A. means the mixing of components into a drug preparation:

- 1) as the result of a licensed medical prescriber's prescription drug order or initiative, based on the prescriber / patient / pharmacist relationship in the course of professional practice;
- 2) for the purpose of, or as an incident to, research, teaching, or chemical analysis and not for sale or dispensing;
- 3) pursuant to a lawful request by a licensed medical prescriber for a drug to be used by the prescriber for the purpose of direct administration to patients; or
- 4) in anticipation of receiving prescription drug orders based on routine, regularly observed prescribing patterns. However, the amount of product compounded pursuant to this paragraph is limited by the storage condition requirements of USP <795> and USP <797>.

B. also includes drug preparations that may be commercially available in the marketplace, as long as the "compounded" drug:

- 1) is either different from the Food and Drug Administration-approved product based upon the specific medical needs of the patient, or is temporarily unavailable to the pharmacy and there is an immediate need for the product by the patient; and
- 2) is based on the existence of a licensed medical prescriber / patient / pharmacist relationship and the presentation of a valid prescription order.

4. "Damages" means compensation in the form of money for a person who claims to have suffered an injury.

5. "Limit" means the amount of coverage that applies.

6. "Manufacturing" means the preparation of components into a drug product not specifically

described within the definition of "compounding".

7. "Occurrence" means an accident and includes continuous or repeated exposure to similar conditions.

8. "Personal and advertising injury" means injury, including "bodily injury" that is a consequence thereof, arising out of one or more of the following offenses:

A. oral or written publication, including electronic publication, of material that:

- 1) slanders or libels a person or organization;
- 2) disparages a person's or an organization's goods, products, or services; or
- 3) violates a person's right of privacy;

B. false arrest, detention, or imprisonment;

C. malicious prosecution;

D. misappropriation of advertising ideas of another in "your" "advertisement"; or

E. infringement of the copyright, slogan, or trade-dress of another in "your" "advertisement".

9. "Property Damage" means physical injury to or destruction of tangible property. This includes the loss of its use.

10. "Pharmacy services"

A. means:

- 1) The interpretation, evaluation, preparation and dispensing of prescription orders;
- 2) Participation in drug and device selection (including, where permitted by law, prescribing by protocol, agreement or collaborative practice or the prescribing of legally recognized pharmacist-class of drugs or devices);
- 3) The administering of drugs, including immunizations, by "you" where permitted by law;

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- 4) Drug regimen reviews;
- 5) Drug or drug-related research;
- 6) Medication consulting and patient counseling which are related to drugs, medical devices or medical conditions;
- 7) "Compounding";
- 8) Storage of drugs and devices;
- 9) Maintenance of proper records for drugs and devices; or
- 10) Pharmaceutical care and other services of a professional nature legally performed by "you".

2. This insurance applies only to:

- A. "bodily injury" or "property damage" which occurs during the policy period and that is caused by an "occurrence" within the United States of America, its territories and possessions, Canada, or Puerto Rico; and
- B. "personal and advertising injury" arising out of an offense committed by "you". The offense must be committed during the policy period within the United States of America, its territories and possessions, Canada, or Puerto Rico.

3. If a claim for "bodily injury", "property damage", or "personal and advertising injury" to which this coverage applies is covered by "underlying insurance" or where there is "underlying insurance" that provides a duty to defend, this policy will not apply to defense, indemnification, investigation, settlement or legal expenses which are covered by the "underlying insurance" until and unless such coverage limits are exhausted.

"We" have the right at any time to join "you" or any entity issuing or administering "underlying insurance" in the investigation or settlement of any claim or "suit".

If a claim for "bodily injury", "property damage", or "personal and advertising injury" to which this coverage applies is not covered by "underlying insurance", or if an entity issuing or administering such "underlying insurance" refuses or neglects to act on "your" behalf, or makes claims against "you" for subrogation, contribution, indemnification or similar theory, "we" shall have the right and duty to defend any "suit" against "you" seeking such damages. "We" may investigate or settle any claim or "suit" as "we" deem proper.

Our duty to defend ends when "our" limit of liability has been exhausted by the payment of a judgment, settlement or medical expenses.

B. does not mean the administering of drugs or medical devices for cosmetic purposes.

11. "Suit" means a civil proceeding or an administrative proceeding alleging "damages" for "bodily injury", "property damage", or "personal injury" to which this policy applies. "Suit" includes any alternative dispute resolution proceeding or arbitration proceeding to which:

- A. "you" must submit; or
- B. "you" submit with "our" consent.

12. "Terms" means all provisions, limitations, exclusions, conditions, and definitions used in this policy.

13. "Underlying insurance" means any insurance policy, self-insurance program or risk retention program, including any deductible or retention, which provides pharmacy or pharmacist's professional liability coverage for "you" in any capacity, whether primary, contingent, excess or otherwise.

**PROFESSIONAL LIABILITY COVERAGE**

1. "We" pay, up to "our" "limit", all sums in excess of "underlying insurance" for which "you" become legally obligated to pay as "damages" due to "bodily injury", "property damage", or "personal and advertising injury" to which this insurance applies, arising out of "your" rendering or failure to render "pharmacy services".

**SUPPLEMENTAL PAYMENTS**

1. If "we" investigate or settle a claim or defend a "suit" against "you", "we" will pay:

- A. the costs taxed against "you" in the "suit";
- B. the expenses incurred by "us";

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**Deleted:** you, if you are engaged in the business or occupation of providing CPR (cardio-pulmonary resuscitation) treatment and services as a paramedic or emergency medical technician (For the purpose of this exclusion a volunteer shall not be considered as engaged in the business or occupation of providing these services); or

**Deleted:** E. .

**Deleted:** 3. . injury caused by an indemnitee if such indemnitee is engaged in the business or occupation of providing CPR (cardio-pulmonary resuscitation) treatment and services.¶

**V. SUPPLEMENTAL PAYMENTS¶**  
 Supplemental payments do not apply to Sections III. Limited Pharmacist's License Defense Reimbursement or IV. Certified CPR Malpractice Coverage.¶  
 If an occurrence, advertising injury, or personal injury is not covered by underlying insurance, or if we exercise our right to join, or if an entity issuing or administering underlying insurance refuses or neglects to act on your behalf, then, in addition to our limit of liability [7]

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**Deleted:** F. . Medication consulting; patient counseling; and those acts or services necessary to provide pharmaceutical care.¶ [8]

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**Deleted:** (except labeling by a manufacturer, repackager, or distributor of non-prescription drugs and commercially packaged leg [9]

**Deleted:** H. . Proper and safe storage of drugs and devices.¶ I.

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**Deleted:** a registered pharmacist or qualified pharmacy intern. This includes but is not limited to those professional services custom [10]

**Deleted:** Underlying Insurance means an insurance policy or program of self insurance, including deductible, or risk retention ei [11]

**Deleted:** If an occurrence, advertising injury, or personal injury is covered by underlying insurance this policy will not [12]

**Deleted:** If an occurrence, advertising injury, or personal injury is not covered by underlying insurance, or if an entity issu [13]

C. the actual loss of earnings by "you" for the time spent away from work at "our" request. "We" pay up to \$500 per day, not to exceed \$20,000 per "occurrence" or offense;

D. the necessary and reasonable expenses incurred by "you" at "our" request to assist "us" in the defense or investigation of the claim or "suit";

E. pre-judgment interest awarded against "you" on that part of the judgment "we" pay. If "we" offer to pay the "limit", "we" will not pay any pre-judgment interest based on that period of time after the offer;

F. the interest which accrues on the entire amount of a judgment beginning with entry of a judgment and ending when "we" tender, deposit in court, or pay the portion of the judgment that is up to, but does not exceed, "our" "limit"; and

G. the cost of appeal bonds or bonds for the release of attachments up to "our" "limit". However, "we" are not required to apply for or furnish such bonds;

2. These payments will not reduce the "limit" as described under How Much We Pay.

## HOW MUCH WE PAY

1. The "limits" shown on the declarations and subject to the following conditions, are the most "we" pay regardless of the number of:

A. persons or organizations who sustain injury or damage;

B. claims made or suits brought; or

C. policy periods involved.

"Our" total liability for damages resulting from one loss will not exceed the "limits" shown on the declarations page. All "bodily injury" and "property damage" resulting from one "occurrence" or all "personal and advertising injury" resulting from one offense is considered the result of one loss.

2. The Per Occurrence Limit, subject to the Aggregate Limit, is the most "we" will pay for "damages" due to all "bodily injury" and "property damage" arising out of a single

"occurrence" or due to all "personal and advertising injury" sustained by one person or organization.

A single "occurrence" includes:

A. a "compounded" preparation prepared in a single batch for multiple prescriptions, regardless of the number of persons injured or the number of claims or suits brought;

B. a single act or omission in the rendering or the failure to render "pharmacy services" that affects multiple prescriptions, regardless of the number of persons injured or the number of claims or suits brought; or

C. an act or omission in the rendering or the failure to render "pharmacy services" to any one person, regardless of the number of times a prescription is refilled.

All "bodily injury" or "property damage" included within such "occurrence" will take place at the time the first "bodily injury" or "property damage" takes place.

## EXCLUSIONS

1. "We" do not pay for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your" position as proprietor, owner, partner, officer, member, or shareholder of any pharmacy or pharmacy-related business.

2. "We" do not pay for "bodily injury" to "your" employer or co-employee if the "bodily injury" arises out of or in the course of common employment.

3. "We" do not pay for "bodily injury" or "property damage":

A. which is expected by, directed by, or intended by "you" ; or

B. that is the result of "your" intentional and malicious acts.

4. "We" do not pay for "bodily injury", "property damage", or "personal and advertising injury" liability which is assumed by "you" under a contract or an agreement. However, this exclusion does not apply to liability that "you" would have had in the absence of the contract or agreement.

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5. "We" do not pay for "bodily injury", "property damage" or "personal and advertising injury" arising out of the acts or omissions of any fellow employee or any member of a partnership, joint venture, association or other organization of which "you" are a member.

6. "We" do not pay for "property damage" to:

- A. property of "your" employer or co-employee;
- B. goods or products manufactured, sold, handled, or distributed by "your" employer; or
- C. property in "your" care, custody or control.

7. "We" do not pay for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your" ownership, maintenance, operation, use, loading or unloading of any aircraft, motor vehicle, or watercraft.

8. "We" do not pay for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

A. the rendering or failure to render "pharmacy services" by "you" or with "your" knowledge or consent that involves:

1) a willful violation of a regulation or statute relating to "pharmacy services";

2) a violation of criminal or penal statute or a criminal act; or

3) the dispensing of prescription orders based upon telephonic, electronic or online medical consultations without there being a pre-existing patient - prescriber relationship that has included an in-person physician examination; or

B. "compounding" that contains a drug component which has been withdrawn or removed from the market for reasons of safety; or

C. "manufacturing".

9. "We" do not pay for "bodily injury", "property damage", or "personal and advertising injury" that arises out of actual or threatened harassment, abuse or molestation.

10. "We" do not pay for "personal and advertising injury" arising out of the failure of goods, products, or services to conform with quality or performance as stated in "your" "advertisement".

11. "We" do not pay for "personal and advertising injury" arising out of breach of contract, other than using the advertising ideas of another in "your" "advertisement" under an implied contract.

12. "We" do not pay for "personal and advertising injury" arising out of wrong descriptions of the price of goods, products, or services as stated in "your" "advertisement".

13. "We" do not pay for "personal and advertising injury" arising from an offense committed by "you" if "your" business is:

A. advertising, broadcasting, publishing, or telecasting; or

B. designing, developing, or coordinating the content of web sites for others.

14. "We" do not pay for "personal and advertising injury" arising out of:

A. oral or written publication of material done by or at the direction of "you" knowing that it was false; or

B. oral or written publication of material that took place prior to the policy period.

15. "We" do not pay for "personal and advertising injury" arising out of:

A. discriminatory practices prohibited by any law, ordinance or regulation; or

B. unfair competition or piracy.

16. "We" do not pay for "personal and advertising injury" arising out of an act committed by or directed by "you" knowing that "personal and advertising injury" may occur as a result of the act.

17. "We" do not pay for "personal and advertising injury" arising out of any violation of intellectual property rights, including infringement of trademark, trade-secret, or patent rights or copyright. However, this exclusion does not apply to a violation or infringement of copyright, slogan, or trade-dress rights that occur in your "advertisement".

Deleted: which is expected or intended from the standpoint of the insured.¶

P. An occurrence, personal injury or advertising injury that is the result of intentional and malicious acts by you.¶

Q. Exclusions in this section do not apply to Section III. Limited Pharmacist's License Defense Reimbursement.¶

#### IX. CONDITIONS¶

A. Your duties After a Loss, Claim or Suit:¶

1. If you become aware of any errors, injury or any alleged injury

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Deleted: advertising injury or personal injury, you shall give your employer and any entity issuing or administering underlying insurance written notice of such as soon as practicable. In addition, if this policy may be involved, you shall give us written notice of such as soon as practicable. If a claim or suit is brought against you, you shall promptly send to your employer [14]

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Deleted: 3. unfair competition or piracy.¶ [20]

18. "We" do not pay for any fines or penalties.

3) enforcing rights against all parties who may be liable to "you" for injury or damage that may be covered by this insurance;

4) securing and giving evidence; and

5) obtaining the attendance of all witnesses.

**WHAT MUST BE DONE IN CASE OF LOSS**

1. Notice -- In the case of an "occurrence" or offense, or if "you" become aware of anything that indicates that there might be a claim involving "you", "you" must arrange for prompt notice to be given:

A. to "your" employer and any "underlying insurance", and

B. to "us", if this policy may become involved.

The notice to "us" must include the time, place, and circumstances of the "occurrence" or offense, or the situation that indicates that there might be a claim and the names and addresses of all known and potential claimants and witnesses.

2. Cooperation -- "You" must cooperate with "us" in investigating or settling a claim or defending a "suit".

3. Volunteer Payments -- Any payment or expense made or assumed by "you" without our written consent will be paid or assumed by "you". However, this does not apply to first aid to others at the time of "bodily injury".

4. Other Duties -- If a claim is made or a "suit" is brought against "you" that may involve this policy, "you" must:

A. promptly send to "us" copies of all legal papers, demands, and notices received in connection with such claim or "suit";

B. at "our" request, provide written authorization to obtain records and other information permitted to be obtained by applicable law; and

C. at "our" request, cooperate and assist "us" in:

1) settling the claim;

2) investigating claims and conducting "suits" or administrative hearings or proceedings. This includes attending trials, hearings, and proceedings;

**CONDITIONS**

1. Assignment -- This policy may not be assigned without "our" written consent.

2. Bankruptcy -- "Your" bankruptcy or insolvency does not relieve "us" of "our" obligations under this policy.

3. Cancellation -- See state specific amendatory endorsement.

4. Change Or Waiver Of Policy Terms -- A change or waiver of "terms" of this policy must be issued by "us" in writing to be valid.

5. Conformity With Statute -- If the "terms" of this policy conflict with the statutes of "your" state, the "terms" are amended to conform to such statutes.

6. Insurance Under More Than One Policy -- The insurance under this policy is excess coverage. This insurance is non-contributory and does not apply until the limits of all "underlying insurance" have been exhausted.

7. Knowledge Of Bodily Injury Or Property Damage -- Knowledge of "bodily injury" or "property damage" will be deemed to have occurred at the earliest of the following times:

A. when a "suit", claim, or demand for "damages" alleging "bodily injury" or "property damage" is received by "you";

B. when "you" report the "bodily injury" or "property damage" to "us" or any other insurer; or

C. when "you" become aware of anything that indicates that "bodily injury" or "property damage" may have occurred or is occurring.

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Your interest in this

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Deleted: . If you should die or be adjudged incompetent, this policy shall terminate, but shall cover your legal representative as the insured with respect to liability previously incurred and covered by this policy. Pro rata return of premium will be computed from the date of termination.

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Deleted: You may cancel this policy by returning it to us or by giving us a written notice and stating at what future time coverage is to cease. We may cancel this policy by giving you at the address shown on this policy written notice stating when not less than thirty days thereafter (ten days for non-payment of premium) such cancellation shall be effective. The mailing of notice shall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. ¶

Your return premium, if any, will be refunded to you with the cancellation notice or within a reasonable time. Payment or tender of unearned premium is not a condition of cancellation.¶

J. Declarations.¶

By acceptance of this policy, you agree that the statements in the Declarations are your agreements and representations. You further agree that this policy is issued in reliance upon the truth of each representation.

8. Liberalization -- If "we" adopt a revision of forms during a policy period which broadens this policy without additional premium, the broadened coverage will automatically apply to this policy. This also applies if "we" adopt the revision within 60 days before this policy is effective.

9. Misrepresentation, Concealment, Or Fraud -- This coverage is void if, before or after a loss:

A. "you" have willfully concealed or misrepresented:

1) a material fact or circumstance that relates to this insurance or the subject thereof; or

2) "your" interest herein; or

B. there has been fraud or false swearing by "you" with regard to a matter that relates to this insurance or the subject thereof.

10. Subrogation -- If "we" pay under this policy, "we" may require from "you" an assignment of any right of recovery. This includes payments made after "underlying insurance" refuses or neglects to act on "your" behalf. "We" are not liable under this policy if "you" have impaired "our" right to recover. "You" may waive "your" right to recover, in writing, before an "occurrence" takes place.

11. Suit Against Us -- No "suit" may be brought against "us" unless:

A. all the "terms" of this policy have been complied with; and

B. the amount of "your" liability has been determined by:

1) a final judgment against "you"; or

2) a written agreement by "you", the claimant, and "us".

However, "we" will not pay for injury or damage that is not covered by this policy or that exceeds the applicable "limit". No person has a right under this policy to join "us" or implead "us" in actions that are brought to determine "your" liability.

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## **LIMITED PHARMACIST'S LICENSE DEFENSE REIMBURSEMENT**

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"We" will reimburse "you" for legal fees incurred, arising out of "your" rendering or failure to render "pharmacy services" within the United States of America, its territories and possessions, Canada, or Puerto Rico, during the policy period, and must be in connection with:

1. a civil lawsuit, or a threatened civil lawsuit, in which "you" are a defendant or can reasonably be expected to be named a defendant;

2. a criminal indictment or charge in a case in which "you" have been named as a defendant or "you" have been notified "you" are a target of the criminal investigation;

3. civil lawsuit or criminal indictment in which "you" are required to appear as a witness at a deposition or trial to give testimony concerning "pharmacy services" rendered by "you", "your" employer, or a fellow employee; or

4. a disciplinary proceeding or an official investigation by a state or federal agency against "you" for an action before the Board of Pharmacy in a state in which "you" are licensed.

## **HOW MUCH WE PAY**

1. The "limits" shown on the declarations for Limited Pharmacist's License Defense Reimbursement, and subject to the following conditions, are the most "we" pay regardless of the number of actions, civil lawsuits, disciplinary proceedings or investigations brought against "you" or policy periods involved.

2. The per occurrence "limit", subject to the aggregate limit, is the most "we" will pay for legal fees arising out of each incident.

3. The aggregate "limit" is the most "we" will pay for legal fees from all incidents that occurred during the policy period shown on the declarations.

4. "Our" obligation to reimburse "your" legal fees applies in excess of the deductible shown in the declarations. The deductible will apply separately to each incident.

## CONDITIONS

The following conditions apply to Limited Pharmacist's License Defense Reimbursement:

1. "Your" rendering or failure to render "pharmacy services" must have occurred during the policy period; and
2. The attorney fees must be for independent representation of "you" and may not be in connection with, or by the same attorney or firm, or a part of, representation of "your" employer.
4. "Our" duty to defend ends when "our" limit of liability has been exhausted by the payment of a judgment, settlement or medical expenses.
5. "We" shall have the right to invoke any immunity, statutory or otherwise, which and to the extent "you" could invoke such immunity if "you" were not insured.
6. This coverage does not apply:
  - A. to expenses incurred by "you" for first aid to others at the time of an accident; or
  - B. if "you" are engaged in the business or occupation of providing CPR as a paramedic or emergency medical technician

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## CERTIFIED CPR COVERAGE

1. "We" pay, up to "our" "limit", all sums in excess of "underlying insurance" for which "you" become legally obligated to pay as "damages" due to "bodily injury" or "property damage" arising out of "your" performing cardio-pulmonary resuscitation (CPR), but only if "you" are certified for CPR.
2. If a claim for "bodily injury" or "property damage" to which this coverage applies is covered by "underlying insurance", this policy will not apply to defense, indemnification, investigation, settlement or legal expenses which are covered by the "underlying insurance" until and unless such coverage limits are exhausted. "We" have the right at any time to join "you" or any entity issuing or administering "underlying insurance" in the investigation or settlement of any claim or suit.
3. If a claim for "bodily injury", or "property damage" to which this coverage applies is not covered by "underlying insurance", or if an entity issuing or administering such "underlying insurance" refuses or neglects to act on "your" behalf, or makes claims against "you" for subrogation, contribution, indemnification or similar theory, "we" shall have the right and duty to defend any "suit" against "you" seeking such damages. "We" may investigate or settle any claim or "suit" as "we" deem proper.

## HOW MUCH WE PAY

1. The "limits" shown on the declarations for Certified CPR Coverage, and subject to the following condition, is the most "we" pay regardless of the number of claims brought against "you", or policy periods involved.
2. The per occurrence "limit", subject to the aggregate limit, is the most "we" will pay for "bodily injury" or "property damage" arising out of each "occurrence".
3. The aggregate "limit" is the most "we" will pay for "bodily injury" or "property damage" from all "occurrences" during the policy period shown on the declarations.

## CONDITIONS

The following condition applies to Certified CPR Coverage:

1. "Your" performing cardio-pulmonary resuscitation (CPR) must have occurred during the policy period.



## I. DEFINITIONS

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**Advertising Injury** means injury within the coverage territory and during the policy period (other than **bodily injury**) arising out of **your** rendering or failure to render **pharmacy services** and arising out of one or more of the following offenses:

- A. Oral or written publication of advertising material:
  - 1. That slanders or libels a person or organization;
  - 2. That disparages a person's or organization's goods, products or services; or
  - 3. That violates a person's right of privacy.
- B. Misappropriation of advertising ideas or style of doing business.
- C. Infringement of copyright, title, slogan.

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C. Wrongful entry into, or eviction of a person from, a room, dwelling or premises that the person occupies.

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**Incident** (noun) means an event occurring within the coverage territory, and during the policy period, including a continuous or repeated exposure to conditions.

**Manufacturing** means the production, preparation, propagation, conversion, or processing of a drug or device, either directly or indirectly, by extraction from substances of natural origin or independently by means of chemical or biological synthesis, and includes any packaging or repackaging of the substance(s) or labeling or relabeling of its container, and the promotion and marketing of such drugs or devices. **Manufacturing** also includes the preparation and promotion of commercially available products from bulk compounds for resale by pharmacies, practitioners, or other persons.

**Occurrence** means an act of rendering or failure to render **pharmacy services** which results in **bodily injury** or **property damage** within the coverage territory, and during the policy period. It is an accident, including a continuous or repeated exposure to conditions, neither expected nor intended from the standpoint of the insured.

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- 3. injury caused by an indemnitee if such indemnitee is engaged in the business or occupation of providing CPR (cardio-pulmonary resuscitation) treatment and services.

## V. SUPPLEMENTAL PAYMENTS

Supplemental payments do not apply to Sections III. Limited Pharmacist's License Defense Reimbursement or IV. Certified CPR Malpractice Coverage.

If an **occurrence**, **advertising injury**, or **personal injury** is not covered by **underlying insurance**, or if **we** exercise **our** right to join, or if an entity issuing or administering **underlying insurance** refuses or neglects to act on **your** behalf, then, in addition to **our** limit of liability, **we** will pay on **your** behalf:

- A. All expenses incurred by **us**.
- B. All costs taxed against **you** in any suit **we** are required to defend under this policy.

- C. Interest occurring after a judgment is entered in any suit **we** are required to defend under this policy. **Our** duty to pay interest ends when **we** offer to pay that part of the judgment which does not exceed **our** limit of liability.
- D. Premiums on bonds required of **you** because of the suit **we** are required to defend under this policy. These bond amounts shall not exceed **our** liability limit.
- E. Actual loss of wages or salary (but not loss of other income) not to exceed \$500 per day, not to exceed \$20,000.00 per **occurrence, personal injury** or **advertising injury** because of **your** attendance at hearings or trials **we** are required to defend under this policy.
- F. Other reasonable expenses incurred by **you** at **our** request.

**VI. PERSONS INSURED**

This insurance applies only to **you**. This insurance does not apply to **your employer** or anyone employed by **you**.

**VII. LIMITS OF LIABILITY**

A. As to Section II. Pharmacist's Professional Liability Coverage:

The limit of liability shown in the Declarations as applicable to each **occurrence, advertising injury, or personal injury** is the limit of **our** liability for all damages because of each claim or suit. The limit of liability stated in the Declarations as aggregate is subject to the above provision respecting each claim or suit and is the total limit of **our** liability for all damages for all claims or suits.

All damages for an **occurrence, advertising injury, or personal injury** to any one person shall be considered one **occurrence, advertising injury, or personal injury** regardless of the number of **insured persons** involved and shall be subject to the same limit of liability.

In this coverage (II. Pharmacist's Professional Liability Coverage) amounts paid for defense costs as set forth in that section are in addition to the limit of liability set forth here. **Our** duty to settle or defend ends when **our** limit of liability has been exhausted.

B. As to Sections III. Limited Pharmacist's License Defense Reimbursement; or IV. Certified CPR Malpractice Coverage:

The limit of liability shown in the Declarations as applicable to each of these sections (III or IV) is the limit of **our** liability for payments under this policy because of each **incident** (as covered in each section). The limit of liability stated in the Declarations as aggregate for each of these sections (III or IV) is subject to the above provision respecting each **incident** and is the total limit of **our** liability for payments under this policy because of each **incident** (as covered in each section, III or IV) under this policy.

**VIII. EXCLUSIONS**

This policy does not apply to:

- A. Any liability which **you** have assumed under any contract or agreement. This

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- F. Medication consulting; patient counseling; and those acts or services necessary to provide pharmaceutical care.

G.

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(except labeling by a manufacturer, repackager, or distributor of non-prescription drugs and commercially packaged legend drugs and devices). **Pharmacy services** does not include **manufacturing**.

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a registered pharmacist or qualified pharmacy intern. This includes but is not limited to those professional services customarily performed by a community pharmacist, hospital pharmacist, consultant pharmacist, clinical pharmacist, long term care pharmacist, or nuclear pharmacist

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**Underlying Insurance** means an insurance policy or program of self insurance, including deductible, or risk retention either primary, contingent, excess or otherwise, which requires the providing of a defense and/or indemnification related to pharmacy or pharmacist (or druggist) professional liability, which provides coverage for **you** as an insured in any capacity.

**Ultimate Net Loss** shall mean the total sum which **you** shall become legally obligated to pay as damages because of an **occurrence**, or **advertising injury**, or **personal injury**. The total sum is that which is determined either through adjudication or compromise subject to the limits of liability of this policy.

**Your Employer** means any individual, corporation, partnership or other business entity by which **you** are employed in any capacity.

## II. PROFESSIONAL LIABILITY COVERAGE

- A. **We** will pay on **your** (but not **your employer's**) behalf the **ultimate net loss** in excess of the **underlying insurance** which **you** shall become legally obligated to pay as damages because of an **occurrence**, **personal injury**, or **advertising injury** to which this insurance applies, and arising out of **your** rendering or failure to render **pharmacy services**.

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If an **occurrence**, **advertising injury**, or **personal injury** is covered by **underlying insurance** this policy will not apply to defense, indemnification, investigation, settlement or legal expenses which are covered by the **underlying insurance** until and unless such coverage limits are exhausted by payment of losses. But, **we** have the right at any time to join **you** or any entity issuing or administering **underlying insurance** in the investigation, and settlement of a claim or suit.

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If an **occurrence**, **advertising injury**, or **personal injury** is not covered by **underlying insurance**, or if an entity issuing or administering such **underlying insurance** refuses or neglects to act on **your** behalf, or makes claims against **you** for subrogation, contribution, indemnification or similar theory, **we** shall have the right and duty to defend any suit against **you** seeking such damages. **We** shall do so even if the suit is groundless. **We** may investigate or settle any claim or suit as **we** deem proper. **Our** duty to settle or defend ends when **our** limit of liability has been exhausted.

## III. LIMITED PHARMACIST'S LICENSE DEFENSE REIMBURSEMENT

**We** provide **you** the following Limited Pharmacist's License Defense Reimbursement. Coverage afforded under this section (III) does not increase the limits stated for any other coverage in this policy or shown in the Declarations as applicable to each **occurrence**, **incident**, **personal injury** or **advertising injury** or aggregate.

This Limited Pharmacist's License Defense Reimbursement is subject to the terms, conditions, exclusions and provisions of this section of the policy (Limited Pharmacist's License Defense Reimbursement). In addition, it is subject to terms, conditions, exclusions and provisions of the policy as a whole, unless a term, condition, exclusion or provision contained in other parts of the policy are specifically excluded as to the Limited Pharmacist's License Defense Reimbursement. This reimbursement is available even if other sections of the policy are only excess.

**We** shall reimburse **you**, subject to the deductible set forth in this section, for 90% of the attorney fees **you** paid on behalf of **yourself** for legal services actually rendered, but not more than the amount set forth in the Declarations page as per **incident** total during the policy period. The legal services must arise out of **your** rendering or failure to render **pharmacy services** during the policy period as a pharmacist and must be in connection with:

- A. a civil lawsuit, or a threatened civil lawsuit, in which **you** are a defendant or can reasonably be expected to be named a defendant; or
- B. a criminal indictment or charge in a case in which **you** have been named as a defendant or **you** have been notified **you** are a target of the criminal investigation; or
- C. a civil lawsuit or criminal indictment in which **you** are required to appear as a witness at a deposition or trial to give testimony concerning **pharmacy services** rendered by **you** or **your employer** or a fellow employee; or
- D. a disciplinary proceeding or an official investigation; and
  - 1. by a state or federal agency; and
  - 2. against **you**; and
  - 3. for an action before the Board of Pharmacy in a state in which **you** are licensed as a pharmacist.

The maximum attorney fees **we** will reimburse under this section, (III. Limited Pharmacist's License Defense Reimbursement), shall not be more than the amount set forth in the Declarations page as aggregate for this section no matter how many actions, civil lawsuits, proceedings or investigations are brought against **you**.

As additional conditions of this section,

- A. The attorney fees must be for independent representation of **you** and may not be in connection with, or by the same attorney or firm, or a part of, representation of **your employer**.
- B. The legal fees reimbursed to **you** shall be paid only after **you** have paid the first one hundred [\$100.00] of the attorney fee.
- C. A new deductible will apply to each new claim made.
- D. **We** shall then reimburse **you** 90% of the actual attorney fees paid by **you** over one hundred dollars and up to a maximum payment by **us** of the maximum attorney fee set forth in the Declarations for this section.
- E. At **your** request **we**, at any time and from time to time, shall have the right to waive any condition, deductible or co-payment, if **we**, in **our** sole discretion, determine it is in **our** best interests to do so. A waiver in any **incident** or at any time shall not require any other waiver at any other time for **you** or any other **person(s) insured**.

#### IV. CERTIFIED CPR MALPRACTICE COVERAGE

**We** provide the following additional liability coverage to the extent and in the amount set forth in the Declarations for this coverage. This coverage does not increase the limits of liability stated for other coverages or sections.

**We** cover **bodily injury** or **property damage** arising out of **your** performing CPR (cardio-pulmonary resuscitation) treatment and services to another, but only if **you** are certified for CPR at the time of providing the CPR.

**We** shall have the right to invoke any immunity, statutory or otherwise, which and to the extent **you** could invoke such immunity if **you** were not insured.

This coverage does not apply to:

1. expenses incurred by **you** for first aid to others at the time of an accident;

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**advertising injury** or **personal injury**, **you** shall give **your employer** and any entity issuing or administering **underlying insurance** written notice of such as soon as practicable. In addition, if this policy may be involved, **you** shall give **us** written notice of such as soon as practicable. If a claim or suit is brought against **you**, **you** shall promptly send to **your employer** and any entity issuing or administering **underlying insurance** and **us** copies of all legal papers, demands and notices.

2. **You** shall cooperate

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**your employer** and any **underlying insurance** company or their agents and **us** in:

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- a) the investigation of the claim;
- b) the settlement of the claim;
- c) the defense of any claim or suit;
- d) the conduct of suits, including the attendance at trials or hearings.

**You** are not required, as a condition of this policy, to cooperate with **your employer** or any entity issuing or administering **underlying insurance** who have sued **you** or threatened to sue **you** under a right of subrogation, contribution, indemnification or similar theory.

3. **You** shall not, except at **your** own cost:

- a) voluntarily make any payments;
- b) assume any obligations;
- c) incur any expense; or
- d) make any admission of liability.

**B. Policy Period and Coverage Territory.**

This policy applies only to damages which occur during the policy period in the United States, its territories or possessions or Canada.

**C. Insurance Under More Than One Policy.**

The insurance under this policy is excess coverage. This policy is intended to be a professional umbrella policy as it is excess to other professional liability policies and is rated to be excess. This insurance does not apply until the limits of all **underlying insurance** have been exhausted. This policy is not to contribute on any basis with any applicable **underlying insurance**.

**D. Suit Against Us.**

No suit may be brought against **us** unless:

1. There has been full compliance with all the terms of this policy; and
2. The amount of **your** liability has been fixed by:
  - a) a final judgment against **you**; or

b) an agreement in writing signed by **you, us** and the claimant.

No person has any right under this policy to bring **us** into any suit to determine **your** liability.

E. Bankruptcy.

**Your** bankruptcy or insolvency shall not relieve **us** of any obligations under this policy.

F. **Our** Right to Recover Payments.

In the event of any payment under this policy, **we** shall be subrogated to all of **your** rights of recovery against any person or organization. This includes payments made after **underlying insurance** refuses or neglects to act on **your** behalf. **You** shall sign any papers and do whatever else is necessary to secure **our** rights. **You** shall do nothing after loss to prejudice **our** rights. In addition to other rights of subrogation **we** may have, as to any amounts **we** pay under this policy **we** shall have the right, but not the obligation, to exercise **your** rights against **underlying insurance** for amounts which **we** believe **underlying insurance** should have paid on **your** behalf.

G. Changes.

This policy contains all agreements between **you** and **us**. Its terms may not be changed or waived except by endorsement issued by **us**.

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C. Damages or injury arising out of **your** position as proprietor, owner, partner, officer or shareholder of any pharmacy or pharmacy-related business.

D. Any **bodily injury** to any of **your** employers or fellow employees if the **bodily injury** arises out of or in the course of his or her employment

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ordinance committed by **you** or with **your** knowledge or consent.

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H. Any award or indemnity for fines, penalties, exemplary or punitive damages or any other type of judgment which does not compensate for actual loss or damage sustained.

I. **Advertising injury** arising out of the failure of goods, products or services to conform with advertised quality or performance.

J. **Advertising injury** arising out of breach of contract, other than misappropriation of advertising ideas under an implied contract.

K. **Advertising injury** arising out of the wrong description of the price of goods, products or services.

L. **Advertising injury** arising from an offense committed by **you** if **your** business is advertising, broadcasting, publishing or telecasting.

M. **Personal injury** or **advertising injury** arising out of oral or written publication of material:

1. if done by **you** or at **your** direction and **you** knew it was false; or
2. whose first publication was prior to the policy period.

N. **Personal injury** or **advertising injury** arising out of claims of:

1. any or all discriminatory practices prohibited by any law, ordinance or regulation;
2. any forms of

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3. unfair competition or piracy.

O. An **occurrence, personal injury**, or