

Beazley Remedy is a vital risk management tool and insurance solution for all healthcare organizations. It provides financial protection and peace of mind to organizations and individual directors, officers, managers, and fiduciaries against the following common claims/exposures:

- Wrongful employment termination/discrimination claims
- Shareholder/partner claims
- Regulatory claims
- Antitrust claims
- M&A exposure
- HIPAA liability
- Fiduciary/ERISA liability claims

For more information or to become an appointed agent or broker, please contact:

Brian Conroy
Allegiance Executive & Professional Liability Insurance Services, Inc.
2333 State Street
Suite 101
Carlsbad, CA 92008
(760) 729-6000
bconroy@allegianceunderwriting.com

OVERVIEW

Allegiance Underwriting Group, Inc. is a program manager for Beazley Remedy for healthcare organizations with less than \$35mm in assets/revenue for Directors & Officers Liability lines and less than 500 employees for Employment Practices Liability lines. The program provides broad coverage and valuable loss control services through BeazleySure for expert HR advice and workforce training. Beazley Remedy is admitted in all states except: AK, CA, DE, FL, KS, LA, NM, VT, WA, and WY.

CUSTOMIZABLE COVERAGE SOLUTIONS

- (1) Package policy providing separate towers of insurance for Directors & Officers Liability, Employment Practices Liability, Fiduciary Liability, and Regulatory Liability (if purchased); (2) Additional excess limits available for defense costs and for non-indemnifiable loss (if purchased); (3) Specialized sublimits provided for antitrust claims, derivative demands, provider selection claims, EMTALA, IRS, and HIPAA claims

Policy Terms and Conditions Enhancements

- (1) Assistance, Cooperation, and Subrogation Clause amended to final adjudication trigger as respects subrogation against an individual **Insured**; (2) Run-Off coverage provided to former **Subsidiary** and its **Insured Persons** after the Inception Date of this **Policy**, or of any **Policy** issued by the Underwriters of which this **Policy** is a renewal or replacement; (3) Retention shall not apply if indemnification by the **Insured Organization** is not permitted by law or if the **Insured Organization** is not able to indemnify solely by reason of its **Financial Impairment**; (4) Nonrescindable solely for Insuring Clauses A., B., and C. of the Directors & Officers Liability Coverage Section; (5) Optional extension period available if **Policy** is cancelled or nonrenewed by the **Named Insured** or if Underwriters nonrenew; (6) Representations Clause amended to provide knowledge of such misrepresentations by an **Insured Person** will not be imputed to any other **Insured Person**

Employment Practices Liability Enhancements

- (1) Duty to defend coverage with 100% allocation of **Defense Costs**; (2) 80/20 hammer clause; (3) Carveback to Bodily Injury Exclusion to that portion of a **Claim** for a **Wrongful Act** in **Provider Selection** seeking **Loss** for mental anguish, emotional distress or humiliation, and to that portion of a **Claim** for a **Wrongful Act** seeking **Loss** for mental anguish, emotional distress or humiliation

Directors & Officers Liability Enhancements

- (1) Duty to defend coverage with 100% allocation of **Defense Costs**; (2) 80/20 hammer clause; (3) Whistleblower carveback to to Pollution Exclusion

Fiduciary Liability Enhancements

- (1) Duty to defend coverage with 100% allocation of **Defense Costs**; (2) 80/20 hammer clause; (3) Coverage for **Settlor Wrongful Act**; Sublimit provided for Section 4975 Penalties, HIPAA Civil Fines, Section 502(c) or Section 507 Penalties; (4) Defense Costs carveback to Benefits Due Exclusion

Regulatory Liability Enhancements

- (1) Non-commercial payor **Claim** carveback to the Breach of Contract Exclusion

Disclaimer:

The descriptions and content contained in this broker communication are for preliminary informational purposes only. Our products are available only to licensed agents and brokers. The publication of the information contained herein is not intended as a solicitation for the purchase of insurance on any risk. The exact coverage afforded by the products described herein is subject to and governed by the terms and conditions of each policy issued. Items in bold face type are definitions in the actual policy. The insurance for this product is provided by Beazley Insurance Company, Inc. as Underwriters. Allegiance Underwriting Group, Inc. arranges this insurance as a program manager for Beazley Insurance Company. Allegiance Underwriting Group only transacts business in the State of California as Allegiance Executive & Professional Liability Insurance Services, Inc.

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