

Endorsement No. ____

Batch Endorsement

Batch Schedule

Initial Each claimant self-insured retention: _____ (if applicable)

Each BATCH EVENT self-insured retention: _____

Batch Retroactive Date: _____ In the event that the Batch Retroactive Date shown in this Endorsement pre-dates an applicable Retroactive Date shown in the Declarations of this Policy, the most recent Retroactive Date shall apply.

1. BATCH EVENT

All CLAIMS for BODILY INJURIES by, or CIRCUMSTANCES involving BODILY INJURIES to, two or more PATIENTS, from a MEDICAL INCIDENT or a series of MEDICAL INCIDENTS that all involve a common, similar, identical, continuous, or repeated error or omission in the rendering of, or failure to render professional healthcare services by the INSURED, shall be deemed a BATCH EVENT.

It is understood and agreed that in determining whether there is a BATCH EVENT the following facts alone **will not** constitute a BATCH EVENT:

- a. A diagnosis of the presence of the same disease / illness / medical condition.
- b. Negligent administrative oversight, including, without limitation, negligent credentialing.
- c. The fact that all actual or alleged injuries happened at the same location or facility.
- d. The fact that all actual or alleged injuries happened during the same Policy period or calendar year.
- e. The fact that all actual or alleged injuries arise out of the furnishing or failure to furnish Professional Healthcare Services is by the same INSURED or INSUREDS.
- f. The fact that the type of actual or alleged injury or injuries is the same.
- g. The fact that the type of Professional Healthcare Services at issue is the same.

2. To constitute a BATCH EVENT

A BATCH EVENT must be declared by the INSURED (as designated in Item 1(a) of the Policy declaration) to Underwriters during the Policy Period or within 90 days following the expiry of the Policy; and which, within 30 days of the INSURED'S declaration, the Underwriters have communicated their agreement to the designation of the specific BATCH EVENT, such agreement not to be unreasonably withheld.

In addition, to constitute a BATCH EVENT it is required that:

- a. The MEDICAL INCIDENT and injuries must happen on or after the Retroactive Date and before the end of the Policy Period; and

- b. Each of the claims must be notified to Underwriters in accordance with the reporting and CLAIMS handling conditions contained in this Policy, and
- c. No CLAIM or CIRCUMSTANCE based upon or arising from the same MEDICAL INCIDENT was notified to any other insurer or reinsurer prior to the inception date of this Policy; and
- d. The INSURED was aware of no related CLAIM or CIRCUMSTANCE that occurred prior to the inception of this Policy; and
- e. That the BODILY INJURIES were neither expected nor intended by the INSURED.

Where a BATCH EVENT has been declared by the INSURED, and subsequent to the first point of discovery by the Office of Risk Management of the NAMED INSURED there are BODILY INJURIES that arise from further MEDICAL INCIDENTs that involve the common, similar, identical, continuous or repeated error or omission in the rendering of, or failure to render professional healthcare services by the INSURED that formed the declared BATCH EVENT, the BODILY INJURIES will be deemed expected and intended and this Policy will not apply to CLAIMS asserted for such BODILY INJURIES.

3. Determination of the Date of Claim

All CLAIMS arising out of a BATCH EVENT shall be **deemed to have been first made** at the time the first CIRCUMSTANCE related to the BATCH EVENT was reported, in writing, to Underwriters, or the time the first CLAIM related to the BATCH EVENT was made, in writing, against the INSURED.

A BATCH EVENT shall be deemed to have been **first reported** at the earlier of:

- a. the time the first CIRCUMSTANCE related to the BATCH EVENT was reported, in writing, to Underwriters, or
- b. the time the first CLAIM related to the BATCH EVENT was made, in writing, against the INSURED.

4. Application of the Limit of Liability

In determining the applicable Limit of Liability of this Policy and the Underlying Amount in excess of which this Policy applies, a BATCH EVENT will be treated as one MEDICAL INCIDENT.

Only one 'each MEDICAL INCIDENT Limit of Liability', or one 'each MEDICAL INCIDENT Underlying Amount' or one 'each LOSS Underlying Amount' will apply to a BATCH EVENT, regardless of the number of INSUREDS involved, CLAIMS made, or PATIENTS injured. And nothing contained in this Endorsement will increase any Aggregate Limit of Liability of this Policy as stated in the Declarations, or any aggregate Underlying Amount for which Underwriters shall be liable.

As provided in the Batch Schedule, an initial per claimant retention shall apply to the BATCH EVENT but it will not erode any aggregate Underlying Amount.

In addition, the BATCH EVENT self-insured retention per the Batch Schedule stated in this Endorsement shall then apply to the BATCH EVENT but it will not erode any aggregate Underlying Amount.

In the event that the Batch Schedule does not specify an 'Each BATCH EVENT' self-insured retention, then the 'First Loss Underlying Amount' shall apply. For the purposes of this Endorsement, 'First Loss Underlying Amount' shall be defined as the sum of all applicable Underlying Amounts, whether aggregated or unaggregated, prior to any erosion by any CLAIMS.

5. EXTENDED REPORTING PERIOD for Additional Claims or Circumstances Arising from a BATCH EVENT

With the expiry of this Policy, and the declaration by the INSURED (and agreement by Underwriters) of a BATCH EVENT, as provided in this Endorsement, the INSURED is entitled to a BATCH EVENT EXTENDED REPORTING PERIOD for a twelve (12) month period running from the expiry date of the Policy, but only with respect to CLAIMS or CIRCUMSTANCES arising from or related to the specific declared BATCH EVENT that was declared under Section 2. of this Endorsement.

During the BATCH EVENT EXTENDED REPORTING PERIOD, the INSURED may report additional CLAIMS or CIRCUMSTANCES that relate to a specific designated BATCH EVENT that was declared under Section 2. of this Endorsement. Any additional CLAIMS or CIRCUMSTANCES arising from the declared BATCH EVENT declared during the Policy period and reported to Underwriters during the BATCH EVENT EXTENDED REPORTING PERIOD will be covered under this Policy as part of the same BATCH EVENT, subject to the terms and conditions of this Policy.

Upon expiration of the BATCH EVENT EXTENDED REPORTING PERIOD, there will be no further opportunity for the INSURED to include further CLAIMS or CIRCUMSTANCES as part of that same BATCH EVENT.

6. 90 Day Period to Notify Underwriters of Notified Claims that May Constitute a BATCH EVENT

Notwithstanding Section 5. above and the twelve (12) month period to report additional CLAIMS or CIRCUMSTANCES that arise from a declared BATCH EVENT as part of that declared BATCH EVENT, within 90 days of the expiry of this Policy the INSURED shall notify Underwriters of a list comprised of potential notice or notices of CLAIM(S) and reports of potential CLAIMS that have been reported to Underwriters during the Policy that the INSURED believes relates to a MEDICAL INCIDENT involving injury to two or more PATIENTS and that may constitute a BATCH EVENT as defined in this Endorsement.

7. Renewal and Replacement Policy and Batch Events

The INSURED will not be permitted to declare a separate BATCH EVENT during any renewal or replacement of this Policy where a MEDICAL INCIDENT, or series of related MEDICAL INCIDENTS have given rise to a declared BATCH EVENT notified to Underwriters during this Policy or could have been designated under the 90-day period or the BATCH EVENT extended reporting period, but the INSURED failed to do so.

8. Cancellation or Non-Renewal

In the event this Policy is cancelled or non-renewed, and the INSURED elects to purchase an EXTENDED REPORTING PERIOD in accordance with the EXTENDED REPORTING PERIOD conditions of this Policy, and notwithstanding the insured's rights under this EXTENDED REPORTING PERIOD, the reporting time frames, pertaining to BATCH EVENTS as provided in this Endorsement, including those involving BATCH EVENT EXTENDED REPORTING under Section (5) and (6) will remain effective and control.