

OMIC

OPHTHALMIC MUTUAL INSURANCE COMPANY
(A Risk Retention Group)

POSTOPERATIVE CARE REQUIREMENTS

Excerpted from OMIC Professional and Limited Office Premises Liability Insurance Policy,
January 01, 2009 edition

Section III. COMMON EXCLUSIONS – APPLICABLE TO ALL COVERAGE AGREEMENTS

A. No Defense or Payment of Damages or Supplementary Payments

OMIC will neither defend an **Insured** nor pay **damages** or supplementary payments because of a **Claim** that arises out of any of the following:

16. **Postoperative Care.** A **professional services incident** occurring postoperatively unless the following conditions are satisfied:
 - a) the **Insured** operating ophthalmologist or an on-call or **locum tenens** ophthalmologist performs the patient's postoperative care throughout the patient's recovery period;
 - b) the **Insured** operating ophthalmologist (i) refers the patient to a licensed ophthalmologist or other licensed **physician** as appropriate and (ii) obtains the patient's informed consent for planned comanagement prior to surgery; or
 - c) the **Insured** operating ophthalmologist (i) arranges for a portion of the outpatient postoperative care to be rendered by a non-physician provider who is clinically competent and lawfully able to provide that care and (ii) obtains the patient's written informed consent for planned comanagement prior to surgery. Such delegated postoperative care must be provided under the Insured operating ophthalmologist's supervision.

Physician means a medical doctor (MD) or a doctor of osteopathy (DO).

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