

OMIC PROFESSIONAL AND LIMITED OFFICES PREMISES LIABILITY

INSURANCE POLICY UPDATE INSERT – OPFI 20001-3

The following change to the January 1, 2020, OMIC Professional and Limited Office Premises Liability Insurance policy version OPF20001 is effective May 21, 2022.

OMC121A – Coverage Classification Endorsement – Ophthalmology – Surgery Class 2 is updated to include the following surgical procedure: use of self-retained amniotic membrane tissue for FDA-approved indications.

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INSURANCE POLICY UPDATE INSERT – OPFI 20001-2

The following changes to the January 1, 2020, OMIC Professional and Limited Office Premises Liability Insurance policy version OPF20001 are effective January 1, 2022.

The **Choice of Counsel and Co-Payment** clause contained in **SECTION VII. ADDITIONAL BENEFITS, B. Broad Regulatory Protection**, is deleted in its entirety and replaced with the following:

Choice of Counsel. OMIC does not assume any duty to defend under this Additional Benefit. The obligation to defend any ***regulatory proceeding*** resides solely with an **Insured**, and a reasonable and good faith defense by an **Insured** is a condition precedent to coverage under this Additional Benefit. The **Insured** shall have complete freedom to select and retain a licensed attorney who will provide legal services in connection with any ***regulatory proceeding***. However, reimbursement of ***legal expenses*** under this Additional Benefit shall be limited to a maximum hourly attorney rate of \$300.00.

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INSURANCE POLICY UPDATE INSERT – OPFI20001-1

The following changes to the January 1, 2020, OMIC Professional and Limited Office Premises Liability Insurance policy version OPF20001 are effective March 1, 2021.

SECTION VII. ADDITIONAL BENEFITS

A. Disciplinary Proceeding Protection

OMIC shall defend and pay **Claim expenses** for any **Insured** ophthalmologist named in the **Declarations** whose class is identified as Ophthalmology against any investigation, disciplinary proceeding, or action for review (“**disciplinary proceeding**”) of the **Insured’s** practice by any federal, state, or local regulatory agency arising from a complaint or report ~~by a patient~~ to such agency of an actual or alleged injury to that a patient resulting from a **professional services incident** involving **direct patient treatment** provided by the **Insured**. However, **OMIC** will have no liability for fines, sanctions, penalties, or other financial awards resulting from the **disciplinary proceeding**.

B. Broad Regulatory Protection

Definitions.

- Covered licensing proceeding** means a proceeding **instituted** against the **Insured** by a state licensing authority that arises out of the practice of ophthalmology but that does not arise from a complaint or report of an actual or alleged injury to a patient ~~include a professional services incident involving resulting from~~ **direct patient** or eye bank services.

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INSURANCE POLICY UPDATE INSERT – OPFI20001-A

The following change to the January 1, 2020, OMIC Professional and Limited Office Premises Liability Insurance policy version OPF20001 is effective January 1, 2020.

The following is added to Section XI. Endorsements Part II – Endorsements Applied Automatically, OMC144 – Wisconsin Amendatory Endorsement:

Section VIII. General Conditions, Rules, and Duties 20. Arbitration is deleted and replaced by the following: After a dispute between the **Insured** and **OMIC** has arisen and the dispute cannot be settled through direct discussions, the **Insured** and **OMIC** may agree, voluntarily, to have the dispute resolved by arbitration.