

From: [Lizeth Lucio](#)
To: [KSBHA Licensing](#)
Cc: [Julie Burkhart](#); [Abbey Fairbanks](#)
Subject: Abbey Hardey-Fairbanks Lic#04-42505
Date: Saturday, September 21, 2019 11:19:15 AM
Attachments: [image001.png](#)
[KSP0028183 - Abbey J. Hardy-Fairbanks, MD - policy attached.pdf](#)
Importance: High

EXTERNAL: This email originated from outside of the organization. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Good morning,

Please see attached for Dr. Abbey Hardey-Fairbanks proof of malpractice.

Thank you.

Lizzie Lucio
Executive Assistant
Trust Women Wichita
O: 316-425-3215
F: 316-425-3451
llucio@itrustwomen.org
www.itrustwomen.org



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Health Care Stabilization Fund Data Information

HCSF Disclaimer

1. Information available from this Internet web site shall not be used:
 - a. for the purpose of solicitations of any type;
 - b. made available to any other party than the authorized user; and
 - c. shall not be reproduced or distributed for any purpose other than to assist the authorized user in underwriting and HCSF reporting requirements.
2. Compliance information available from this Internet site is updated frequently.
3. The individual coverage records are based on the information we have received, reviewed and entered into our records. This resource should not be viewed as the only method of determining past medical professional liability insurance coverage information for health care providers.
4. Every attempt is made to assure that individual health care provider compliance information is accurate. Any apparent errors or missing records should be reported to the Fund.
5. If an individual health care provider is found but no related compliance history is listed, you can email hcsf@ks.gov with any questions regarding that provider.

Database updated: 2019-10-11 08:05:51.0.

No results were found. Please enter different search information.

Name Search

Search by either license number or by name.

License Number	<input type="text" value="04-42505"/>	
Last Name (or Company Name)	<input type="text"/>	
First Name	<input type="text"/>	<i>OPTIONAL</i>
Middle Name	<input type="text"/>	<i>OPTIONAL</i>
	<input type="button" value="Submit Query"/>	

[Return to HCSF Website](#)



Health Care Stabilization Fund

300 S.W. 8th Avenue, Second Floor
Topeka, Kansas 66603-3912

hcsf@ks.gov
785-291-3777

CERTIFICATION OF COMPLIANCE

PROVIDER INFORMATION

Name HARDY-FAIRBANKS, ABBEY J
Title MD **KS License** 04-42505
HCSF Level \$300,000/\$900,000

POLICY INFORMATION

Insurance Co. KS HEALTH CARE PROVIDER INS AVAIL PLAN
Policy CONFIDENTIAL
Type Claims made basic coverage
Effective Date 8/19/2019
Expiration 8/19/2020

Confirmed By Laura Baker
Title Compliance Officer
E-Mail Laura.Baker@ks.gov
Dated 10/11/2019

From: [Baker, Laura \[HCSF\]](#)
To: [KSBHA Licensing](#)
Cc: ["LaJeune Fitzpatrick"; Koelling, Michelle \[BOHA\]; "Sara Patry"](#)
Subject: RE: KSBHA Audit - Abbey Fairbanks
Date: Friday, October 11, 2019 3:38:58 PM
Attachments: [Hardy-Fairbanks, Abbey.pdf](#)

Please find attached confirmation of HCSF coverage.

Laura L. Baker

Compliance Officer

Health Care Stabilization Fund

300 SW 8th Ave, 2nd Floor

Topeka, KS 66603

785-291-3593

KaMMCO

KANSAS MEDICAL MUTUAL INSURANCE COMPANY
ON BEHALF OF
KANSAS HEALTH CARE PROVIDER INSURANCE AVAILABILITY PLAN

CERTIFICATE OF INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policy below.

POLICY NUMBER: CONFIDENTIAL POLICY HOLDER SINCE: 08/19/2019
FOR THE PERIOD FROM 08/19/2019 12:01a.m. TO 08/19/2020 12:01 a.m.

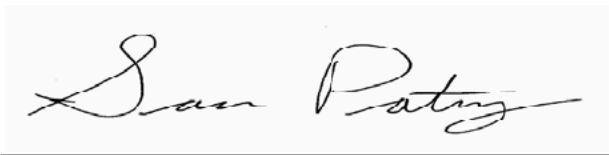
NAME AND ADDRESS OF CERTIFICATE HOLDER:

NAME AND ADDRESS OF HEALTH CARE PROVIDERS:

Abbey J. Hardy-Fairbanks, MD
5107 E Kellogg Dr
Wichita, KS 67218

This is to certify that the policy of professional liability insurance listed above has been issued to the Health Care Provider named above for the policy period indicated. The insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions of such professional liability policy. The limits of liability for the Health Care Stabilization Fund (HCSF) are based upon the limits option selected by the Health Care Provider as shown in the company's records at the date of issuance of this Certificate of Insurance.

	LIMITS OF LIABILITY		
	KHCIAP	HCSF Option 2	TOTAL
Each Claim	\$200,000	\$300,000	\$500,000
Annual Aggregate	\$600,000	\$900,000	\$1,500,000



AUTHORIZED REPRESENTATIVE

09/11/2019

DATE OF ISSUE

From: [Koelling, Michelle \[BOHA\]](#)
To: ["abbey-hardy-fairbanks@uiowa.edu"](mailto:abbey-hardy-fairbanks@uiowa.edu)
Subject: KSBHA Audit
Date: Monday, October 21, 2019 11:46:00 AM

Dear Licensee:

CONFIDENTIAL

Email is the quickest way to communicate with me. All missing requirements must be received in writing.

Michelle Koelling
Senior Administrative Assistant
Kansas State Board of Healing Arts
800 SW Jackson LL Suite A
Topeka, KS 66612
785-296-0852=fax
785-296-1087

Email is the quickest way to communicate with me

****The Kansas State Board of Healing Arts is committed to service excellence. Please complete the [Licensing Customer Satisfaction Survey](#) to evaluate your experience.****

Michelle.koelling@ks.gov

<http://www.ksbha.org/main.shtml>

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KaMMCO

KANSAS MEDICAL MUTUAL INSURANCE COMPANY
ON BEHALF OF
KANSAS HEALTH CARE PROVIDER INSURANCE AVAILABILITY PLAN

PROFESSIONAL LIABILITY INSURANCE CLAIMS MADE POLICY

DECLARATIONS

Item 1. Named Insured and Address

Abbey J. Hardy-Fairbanks, MD

POLICY NO. CONFIDENTIAL
(No., Street, Town, County, State, Zip Code)

5107 E Kellogg Dr
Wichita, KS 67218

Item 2. Policy Period: From: 08/19/2019 **To:** 08/19/2020

12:01 A.M. standard time at the address of the Named Insured as stated herein.

Item 3. Retroactive Date(s): 08/19/2019

SCHEDULE		
COVERAGE	INCLUDED	LIMITS OF LIABILITY
A. Individual Professional Liability	<input checked="" type="checkbox"/>	\$200,000 Each Claim \$600,000 Annual Aggregate
B. Partnership, Corporation or Professional Assoc. Professional Liability	<input type="checkbox"/>	\$200,000 Each Claim \$600,000 Annual Aggregate
Medical Specialty		Classification Code
Surgery - obstetrics - gynecology		80153
		Advance Premium
		\$ 1,424.00
Item 4. Endorsements: 101 (ED 07/11), FPT-END (07/17), KSP114-2 (ED 09/03), KSP122 (ED 11/95)		
		Total Advance Premium
		\$ 1,424.00
Item 5. Health Care Stabilization Fund Surcharge		\$ 555.00

This policy shall not be valid unless countersigned by a duly Authorized Representative of this Company.

Countersigned at Topeka, Kansas

09/11/2019



Sara Patry

Authorized Agent

KaMMCO

KANSAS MEDICAL MUTUAL INSURANCE COMPANY
ON BEHALF OF
KANSAS HEALTH CARE PROVIDER INSURANCE AVAILABILITY PLAN

AMENDATORY ENDORSEMENT

THIS POLICY IS ISSUED BY THE COMPANY IN ACCORDANCE WITH AN AGREEMENT BETWEEN THE COMPANY AND THE KANSAS HEALTH CARE PROVIDER INSURANCE AVAILABILITY PLAN UNDER THE SUPERVISION OF THE COMMISSIONER OF INSURANCE OF THE STATE OF KANSAS, PURSUANT TO KSA 40-3401 et seq.

COVERAGE AMENDMENTS FOR PROFESSIONAL SERVICES OUTSIDE THE STATE

It is hereby understood and agreed that the coverage and/or applicable prior acts coverage under Coverages A and B as defined by the policy is limited as follows for those non-resident health care providers and for those Kansas resident health care providers who have resided outside the state of Kansas and who, during such time, complied with the Health Care Stabilization Fund on a non-resident basis:

During any period(s) in which the above described health care providers resided outside the state of Kansas, the coverage and/or applicable prior acts coverage under Coverages A and B provided by the policy apply only to those Professional Services rendered, or which should have been rendered, within the state of Kansas provided that claim is made and suit is brought against the Insured within the United States of America, its territories of possessions.

COVERAGE C

It is hereby understood and agreed that the provisions of Coverage C shall not apply to this policy issued by the Kansas Health Care Provider Insurance Availability Plan, and no excess coverage is provided under this policy.

DIVIDENDS

It is hereby understood and agreed that the provisions relating to dividends contained in this policy shall not apply.

MUTUAL POLICY CONDITION - MEMBERSHIP

It is hereby understood that the provisions relating to membership contained in this policy shall not apply.

MUTUAL POLICY CONDITION - VOTING

It is hereby understood and agreed that the provisions relating to the voting rights of members shall not apply.

KaMMCO
KANSAS MEDICAL MUTUAL INSURANCE COMPANY
ON BEHALF OF
KANSAS HEALTH CARE PROVIDER INSURANCE AVAILABILITY PLAN

PART-TIME ENDORSEMENT

It is hereby understood and agreed that Policy Condition 11, Cancellation, is hereby amended to delete all requirements for the Company to return unearned premium upon the cancellation of this policy by the Insured. Specifically, the premium charged in connection with this policy has been reduced in view of the Insured's part-time practice and unless the policy is canceled by the Company, the premium charged is fully earned when this policy is issued.

Countersigned at Topeka, Kansas

09/11/2019



Sara Patry

Authorized Agent

KaMMCO
KANSAS MEDICAL MUTUAL INSURANCE COMPANY
ON BEHALF OF
KANSAS HEALTH CARE PROVIDER INSURANCE AVAILABILITY PLAN

Federal Tort Claims Endorsement

This endorsement amends the coverage provided by this policy as follows:

The exclusions for all insuring agreements contained in the policy are amended to include the following:

Liability of any Insured for any act or omission for which the United States government is responsible under the provisions of the Public Health Service Act, 42 U.S.C. 233, or the Federal Tort Claims Act, 28 U.S.C. 1346(b), 2671 *et seq.*, or both and any amendments thereto.

It is hereby understood and agreed that Policy Condition 11, Cancellation, is hereby amended to delete all requirements for the Company to return unearned premium upon the cancellation of this policy by the insured. Specifically, the premium charged in connection with this policy has been reduced in view of the Insured's part-time practice and unless the policy is canceled by the Company, the premium charged is fully earned when this policy is issued.

All other terms, conditions, provisions, and exclusions of this policy remain the same and apply to this endorsement.



Authorized Representative

KANSAS HEALTH CARE STABILIZATION FUND NOTICE OF BASIC COVERAGE FORM (May 2009)

Kansas law requires the Insurance Company to forward this completed form and HCSF surcharge payment to the Kansas Health Care Stabilization Fund Board of Governors within thirty days of the date the insurer receives the basic coverage premium. A copy of this completed form must also be furnished to the health care provider.

FOR HCSF USE ONLY

SECTION I Individual Health Care Provider's Name, designation of M.D., D.O., D.C., D.P.M. or R.N.A. or the name of the health care provider entity (professional association, partnership, hospital or other health care provider organization).

Health Care Provider's Name: Hardy-Fairbanks, Abbey J., MD

LAST NAME (OR FULL NAME OF HEALTH CARE PROVIDER ENTITY), FIRST NAME, MIDDLE INITIAL AND PROFESSIONAL DESIGNATION

CONFIDENTIAL

Business Address of Health Care Provider: 5107 E Kellogg Dr, Wichita, KS 67218

SECTION II Coverage Limit Selection - First time Health Care Provider Signature Required.

\$100,000/\$300,000
 \$300,000/\$900,000
 \$800,000/\$2,400,000

Date Signed _____ Health Care Provider Signature _____

NOTE: FUND LIMITS CANNOT BE INCREASED USING THIS FORM. ALL INCREASES MUST BE APPROVED BY THE BOARD OF GOVERNORS. CONTACT THE HCSF OFFICE FOR THE NECESSARY DOCUMENTS.

SECTION III Insurance Policy Information And Health Care Stabilization Fund Surcharge Payment					For Fund Classes 1 to 14	For Fund Classes 15 to 21	
HCSF Rate Classification Number	Provider's License, Registration or Certification Number	Basic Coverage Premium Amount	Number of Fund Compliance Years	HCSF Class Group No	HCSF Surcharge Payment From Rate Tables	HCSF Surcharge Percent	HCSF % Based Surcharge Payment
80153	0442505	1,424.00	1	15		39%	555.00

KANSAS HEALTH CARE PROVIDER INSURANCE AVAILABILITY PLAN

ENTER NAME OF INSURANCE COMPANY
Sara Patry
 NAME OF INSURANCE AGENT OR COMPANY REPRESENTATIVE

(785) 232-4740
 TELEPHONE NUMBER OF INSURANCE AGENT OR COMPANY REPRESENTATIVE

The published HCSF surcharge for Fund classes 1 to 15 was modified for the following reason or reasons:

- THE POLICY IS SUBJECT TO A PART-TIME PRACTICE CREDIT RATING RULE APPROVED FOR USE BY THE BASIC PROFESSIONAL LIABILITY INSURER. THE PART-TIME FACTOR USED WAS _____
- THIS KANSAS RESIDENT HEALTH CARE PROVIDER HAS AN ACTIVE MISSOURI LICENSE AND THE 30% MODIFICATION FACTOR WAS INCLUDED IN THE ABOVE SURCHARGE.

Policy Number: CONFIDENTIAL

Type of Basic Coverage Professional Liability Policy
 Occurrence Claims Made

Inception Date: 08/19/2019
OF THE BASIC PROFESSIONAL LIABILITY INSURANCE POLICY PERIOD

Coverage Effective Date: 08/19/2019
ENTER DATE THIS HEALTH CARE PROVIDER WAS ADDED TO AN EXISTING POLICY PERIOD

Expiration Date: 08/19/2020
OF THE BASIC PROFESSIONAL LIABILITY INSURANCE POLICY PERIOD

FOR HCSF USE ONLY

Notice to Health Care Provider: If you should discontinue your basic professional liability insurance policy because you are no longer rendering professional services as a Kansas resident health care provider, you should immediately contact the Kansas Health Care Stabilization Fund Board of Governors and request information regarding the availability of the Health Care Stabilization Fund's continuing coverage for inactive health care providers.

FOR HCSF USE ONLY

FOR HCSF USE ONLY

KaMMCO

Kansas Medical Mutual Insurance Company

**On Behalf of
Kansas Health Care Provider
Insurance Availability Plan**

**PO Box 357
Topeka, KS 66601-0357
785.232.4740
785.232.2259 (Fax)**

**Medical Professional Liability
Insurance Claims-Made Policy**

**THIS POLICY IS SUBJECT TO THE EXCLUSIONS AND
OTHER PROVISIONS CONTAINED HEREIN;
YOU SHOULD READ THIS POLICY IN ITS ENTIRETY**

**KANSAS MEDICAL MUTUAL INSURANCE COMPANY
Topeka, Kansas**

TO OUR POLICYHOLDER

NOTE

THIS POLICY IS SUBJECT TO THE EXCLUSIONS AND OTHER PROVISIONS CONTAINED HEREIN; YOU SHOULD READ THIS POLICY IN ITS ENTIRETY.

COVERAGE

Subject to all applicable terms, Conditions, and Exclusions, this policy covers claims first made against the Insured during the policy period arising from the performance of professional services, as defined herein, subsequent to the retroactive date as set forth on the Declarations page hereof, and of which the Insured has given written notice to the Company in accordance with the policy provisions. Please refer to your Declarations Page for determination of applicable coverage, limits, and retroactive dates.

INSURING AGREEMENTS

In consideration of the payment of the Premium, and subject to the provisions as set forth herein, the Company (hereinafter "Company") as designated on the Declarations Page agrees with the Insured as designated on the Declarations Page (hereinafter the "Insured"):

COVERAGE A - INDIVIDUAL PROFESSIONAL LIABILITY

If the Insured has purchased Coverage A, to pay, on behalf of the Insured or the Insured's estate, all sums which the Insured shall become legally obligated to pay as damages because of any claim or claims first made against the Insured during the policy period arising out of the performance of professional services rendered subsequent to the retroactive date for Coverage A, or which should have been rendered subsequent to the retroactive date for Coverage A, by the Insured or by any person for whose acts or omissions the Insured is legally responsible, except as a member of a partnership, corporation, professional association, or limited liability Company. Written notice is considered first made by the Insured on the date the written notice is received by the Company. The Company has the right to defend any claim against the Insured seeking such damages, even if any of the allegations of the claim are groundless, false or fraudulent, and may make such investigation or such settlement of any claim as it deems expedient, but the Company is not obligated to pay any claim or judgment or to defend any claim after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements. The Company has the sole and final authority to select and retain counsel for the defense of any Insured pursuant to the Company's obligations under this policy. The Company is not obligated to pay for the services of any counsel retained by an Insured.

COVERAGE B - PARTNERSHIP, CORPORATION, PROFESSIONAL ASSOCIATION, OR LIMITED LIABILITY COMPANY PROFESSIONAL LIABILITY

If the Insured has purchased Coverage B, to pay, on behalf of the Insured, all sums which the Insured shall become legally obligated to pay as damages because of any claim or claims first made against the Insured during the policy period arising out of the performance of professional services rendered subsequent to the retroactive date for Coverage B, or which should have been rendered subsequent to the retroactive date for Coverage B, by any person for whose acts or omissions the Insured partnership, corporation, professional association or limited liability Company is legally responsible. Written notice is considered first made by the Insured on the date the written notice is received by the Company. The Company has the right to defend any claim against the Insured seeking such damages, even if any of the allegations of the claim are groundless, false or fraudulent, and may make such investigation or such settlement of any claim as it deems expedient, but the Company is not obligated to pay any claim or judgment or to defend any claim after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements. The Company has the sole and final authority to select and retain counsel for the defense of any Insured pursuant to the Company's obligations under this policy. The Company is not obligated to pay for the services of any counsel retained by an Insured.

COVERAGE C – EXCESS LIMITS PROFESSIONAL LIABILITY

If the Insured has purchased Coverage C, to pay, on behalf of the Insured, all sums which the Insured shall become legally obligated to pay as damages because of any claim or claims first made against the Insured during the policy period arising out of the performance of professional services rendered subsequent to the retroactive date for Coverage C, or which should have been rendered subsequent to the retroactive date for Coverage C, by the Insured individual or by any person for whose acts or omissions the Insured individual or Insured partnership, corporation, professional association or limited liability Company to which Coverage C applies is legally responsible. Written notice is considered first made by the Insured on the date the written notice is received by the Company. The Company has the right to defend any claim against the Insured seeking such damages, even if any of the allegations of the claim are groundless, false or fraudulent, and may make such investigation or such settlement of any claim as it deems expedient, but the Company is not obligated to pay any claim or judgment or to defend any claim after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements. The Company has the sole and final authority to select and retain counsel for the defense of any Insured pursuant to the Company's obligations under this policy. The Company is not obligated to pay for the services of any counsel retained by an Insured.

EXCLUSIONS

Coverage A does not apply:

1. to liability of an Insured as a member of a partnership, corporation, professional association, or other legal entity;
2. to liability of the Insured for damages hereunder if, prior to the policy period, any demand, screening panel, or lawsuit is first made against the Insured by anyone for such damages, and has been reported to a prior carrier;
3. to liability for any claim arising out of the performance of professional services rendered prior to the retroactive date for Coverage A, or which should have been rendered prior to the retroactive date for Coverage A, set forth on the Declarations Page hereof;
4. to liability of the Insured arising out of a written or oral agreement of indemnity or other agreement with any party other than a patient to whom the Insured has agreed to render professional services;
5. to liability arising out of any act or omission of the Insured that occurs during any time the license of the Insured to practice medicine has been suspended, revoked, or voluntarily suspended or is otherwise not in effect or constitutes a violation of any restriction imposed upon such license;
6. to any liability of the Insured arising out of professional services rendered, or which should have been rendered, by any other health care provider as defined by K.S.A. 40-3401 and any amendment thereto, who is required by K.S.A. 40-3402 and any amendments thereto, to maintain professional liability insurance in effect as a condition to rendering professional services as a health care provider in the State of Kansas;
7. to any punitive damages or damages over and above actual compensatory damages, which may be assessed against the Insured;
8. to any liability arising out of the rendering of, or failure to render, professional services by the Insured during any period of time subsequent to the retroactive date for Coverage A that the Insured failed to maintain in effect the required basic professional liability insurance as required by Subsection (a) of K.S.A. 40-3402 or that the Insured failed to participate in the Health Care Stabilization Fund if the Insured is a health care provider as the term is defined by K.S.A. 40-3401, as amended;
9. to liability (but will defend) in any claim for damages if said damages are in consequence of the performance of a criminal act, willful tort, malicious act, or sexual act whether under the guise of treatment or not;

10. to liability for any claim or claims arising out of the performance of professional services rendered subsequent to the retroactive date for Coverage A, or which should have been rendered subsequent to the retroactive date for Coverage A, for any period in which the Insured was a resident in a post graduate training program approved by the Kansas State Board of Healing Arts;
11. to liability, fines, penalties and defense, including attorney fees, for any criminal, administrative or grand jury proceeding; or,
12. to liability for a claim arising out of the same rendering of, or failure to render, professional services as a claim that has already been made against the Insured.

Coverage B does not apply:

1. to liability of the Insured for damages hereunder if, prior to the policy period, any demand, screening panel, or lawsuit is first made against the Insured by anyone for such damages, and has been reported to a prior carrier;
2. to liability for any claim arising out of the performance of professional services rendered prior to the retroactive date for Coverage B, or which should have been rendered prior to the retroactive date for Coverage B, set forth on the Declarations Page hereof;
3. to liability of the Insured arising out of a written or oral agreement of indemnity or other agreement with any party other than a patient to whom the Insured has agreed to render professional services;
4. to any liability of the Insured arising out of professional services rendered, or which should have been rendered, by any other health care provider as defined by K.S.A. 40-3401 and any amendments thereto, who is required by K.S.A. 40-3402 and any amendments thereto, to maintain professional liability insurance in effect as a condition to rendering professional services as a health care provider in the State of Kansas;
5. to any punitive damages or damages over and above actual compensatory damages, which may be assessed against the Insured;
6. to any liability arising out of the rendering of, or failure to render, professional services by the Insured during any period of time subsequent to the retroactive date for Coverage B that the Insured failed to maintain in effect the required basic professional liability insurance as required by Subsection (a) of K.S.A. 40-3402 or that the Insured failed to participate in the Health Care Stabilization Fund if the Insured is a health care provider as the term is defined by K.S.A. 40-3401, as amended;
7. to liability (but will defend) in any claim for damages if said damages are in

consequence of the performance of a criminal act, willful tort, malicious act or sexual act whether under the guise of treatment or not;

8. to liability for a claim arising out of the same rendering of, or failure to render, professional services as a claim that has already been made against the Insured; or,
9. to liability, fines, penalties and defense, including attorney fees, for any criminal, administrative or grand jury proceeding.

Coverage C does not apply:

1. to any liabilities described in the Exclusions to Coverage A of this policy which exclusions are incorporated by reference as if fully set forth herein if the Insured is an individual; or,
2. to any liabilities described in the Exclusions to Coverage B of this policy which exclusions are incorporated by reference as if fully set forth herein if the Insured is a partnership, corporation, professional association, or other legal entity.

SUPPLEMENTARY PAYMENTS APPLICABLE TO COVERAGES A, B, AND C

Subject to all applicable terms, conditions, and exclusions of the policy, the Company will pay, in addition to the applicable limit of liability:

1. all expenses incurred by the Company, all costs taxed against the Insured in any suit defended by the Company and all interest on the entire amount of any judgment and before the Company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the Company's liability thereon;
2. premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suits for an amount not in excess of the applicable limit of liability of this policy, but the Company shall have no obligation to apply for or furnish any such bonds;

TERRITORY

This coverage applies under Coverages A, B, and C to:

Professional Services rendered, or which should have been rendered, within the United States of America, its territories, or possessions, provided that claim is made and suit is brought against the Insured within the United States of America, its territories, or possessions.

POLICY PERIOD

Means the period from effective date to the expiration date as stated in the Declarations Page or to any earlier cancellation date.

CONDITIONS

1. DEFINITIONS:

When used in this policy or endorsements forming a part hereof:

- a. **“Claim or Claims”** means a demand, screening panel, or lawsuit for damages covered by this Policy that has been first made against the Insured during the policy period.

All claims arising out of the same rendering of, or failure to render, professional health care services will be considered a single claim, as having been made at the time the first claim is made against the Insured and will not be considered separate claims hereunder.

If during the policy period, the Insured becomes aware of any medical incident which may reasonably be expected to give rise to a claim, and, as soon as practicable during the policy period, the Insured gives written notice of this medical incident to the Company, any claim which is subsequently made against the Insured and reported to the Company arising out of such medical incident shall be considered first made against the Insured during the policy period.

To qualify as notice under this Section, such notice must contain:

1. Full particulars of the medical incident, including how, when and where it took place;
2. The names and addresses of injured persons and any witnesses; and
3. The nature of any injury.

Receipt by the Company of information for purposes of loss prevention, risk management, practice management or other products and services provided by the Company will not be considered a claim, nor will the observance or reporting to the Insured of any physical condition or other circumstance by the Company as a result of inspections, audits, and loss control or risk management services be considered a claim.

- b. **“Declarations Page”** means the document called the Declarations Page given to the Insured with this Policy that sets forth the limits of coverage and retroactive date for each coverage part and which is incorporated by reference as if fully set forth herein.
- c. **“Damages”** mean all damages, including damages for death, which are payable because of injury to which this insurance applies.

- d. **“Insured”** shall mean those individuals or entities expressly and specifically listed on the Declarations Page as Insureds and,
- (1) as respects Coverage A, the individual as the Insured in the Declarations Page;
 - (2) as respects Coverage B, the partnership, corporation, professional association or limited liability Company named as the Insured in the Declarations Page and any member thereof with respect to acts or omissions of others, provided that no individual shall be an Insured with respect to liability arising out of the rendering of, or failure to render, professional services by the individual.
- e. **“Professional services”** means professional health care services requiring specialized knowledge and skill in the delivery of health care, and includes service by a person, while acting within the scope of their duties, as a member of or on behalf of:
- (1) a board of directors of a hospital, but only with respect to board performance of any function described in (3), (4) or (5) below;
 - (2) a professional standards review organization or health care administration board established by law;
 - (3) a duly constituted hospital or long-term health care facility utilization review committee;
 - (4) a duly constituted hospital medical staff committee;
 - (5) a duly constituted hospital or medical society peer review committee having responsibility for: (i) reviewing qualifications and credentials of persons seeking appointment or reappointment to a hospital medical staff, (ii) evaluating the clinical or administrative competence of persons so appointed, (iii) matters concerning limiting the scope of hospital privileges of persons on a hospital medical staff, or (iv) matters concerning the dismissal or discharge of persons from a hospital medical staff; or
 - (6) any peer review program conducted by the Company or a professional association of health care providers.
- f. **“Retroactive Date”** means the retroactive date applicable to each coverage or Insured as specified in the Declarations Page and any endorsements attached thereto.

2. LIMITS OF LIABILITY:

The limit of liability stated in the Declarations Page as applicable to "each claim" is the limit of the Company's liability for loss resulting from any one claim or all claims first made against the Insured during the policy period because of injury to or death of any one person.

All claims arising out of the same rendering of, or failure to render, professional services will be considered a single claim, as having been made at the time the first claim is made against the Insured and will not be considered separate claims hereunder.

The limit of liability stated in the Declarations Page as "annual aggregate" is, subject to the above provisions respecting "each claim," the total limit of the Company's liability for all claims first made during the effective policy period.

Such limits of liability shall apply separately to each Insured under Coverage A, Coverage B and Coverage C.

For non-resident health care providers it is hereby understood and agreed that the policy is amended in that the limits of liability provided by this policy are reduced for any liability which arises out of the rendering of, or failure to render professional services, in the State of Kansas, as a non-resident health care provider, as defined by K.S.A. 40-3401(f), to an amount not exceeding the required minimum basic limits of liability of \$200,000 per each claim subject to \$600,000 annual aggregate for all claims made during the policy period.

3. INSURED'S DUTIES IN THE EVENT OF CLAIM:

The Insured shall give written notice to Company as soon as practicable of any claim made against the Insured during the policy period. Notice of a claim shall not exceed 30 days from the date the claim is first made against the Insured. The notice shall identify the Insured and contain reasonably obtainable information with respect to the time, place and circumstances of the injury, including the names and addresses of the injured and of available witnesses and the extent of the type of claim anticipated. If a claim is made or suit is brought against the Insured, the Insured shall immediately forward to the Company every demand, notice, summons, or other process received by the Insured or the Insured's representative.

The Insured and each of its employees shall cooperate with the Company and, upon the Company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the Insured because of injury or damages with respect to which insurance is afforded under this policy; and the Insured, and any of its members, partners, officers, directors, stockholders and employees that the Company deems necessary, shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Insured shall

not, except at the Insured's own cost, voluntarily make any payments, assume any obligations or incur any expense.

4. ACTION AGAINST COMPANY:

No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Company as a party to any action against the Insured to determine the Insured's liability, nor shall the Company be impleaded by the Insured or their legal representative. Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Company of any of its obligations hereunder.

5. OTHER INSURANCE:

With respect to Coverages A, B, and C, if the Insured has other insurance against a loss covered by this policy, the Company shall not be liable under this policy for any coverage for which other valid and collectible insurance is available to the Insured.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the Company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

a. CONTRIBUTION BY EQUAL SHARES:

If all such other valid and collectible insurance provides for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid, the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

b. CONTRIBUTION BY LIMITS:

If any such other insurance does not provide for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than the

applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

6. PREMIUM:

All premiums for this policy shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

7. INSPECTION AND AUDIT:

The Company shall be permitted but not obligated to inspect the Insured's property and operations at any time. Neither the Company's right to make inspection nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Insured or others, to determine or warrant that such property or operations are safe.

The Company may examine and audit the Insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

The Insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the Company at the end of the policy period as the Company may direct.

8. SUBROGATION:

In the event of any payment under this policy, the Company shall be subrogated to all the Insured's rights of recovery therefor against any person or organization and the Insured shall execute and deliver such rights. The Insured shall do nothing after the loss to prejudice such rights.

9. CHANGES:

Notice to any person other than an authorized representative of the Company shall not effect a waiver or change in any part of this policy or estop the Company from asserting any right under the terms of the policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy signed by a duly authorized representative of the Company.

10. ASSIGNMENT:

The interest of the Insured under this policy shall not be assigned to any other person.

11. CANCELLATION:

This policy may be cancelled by the Insured by mailing to the Company or any of its authorized representatives, written notice, stating when thereafter the cancellation shall be effective. In the event of cancellation by the Insured, notice will be provided by the Company to the Insured as soon as practicable.

The Company may cancel this policy by mailing or delivering written notice of cancellation to the Insured, the Kansas Health Care Stabilization Fund, and the state agency which licenses, registers or certifies the Insured, stating the reasons for cancellation, at least:

- (1) 10 days after the coverage is terminated for nonpayment of premium.
- (2) 30 days before the effective date of cancellation if the Company cancels for any other reason.

If this policy has been in effect for 90 days or more, or if it is a renewal of a policy issued by the Company, the Company may cancel this policy for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) This policy was issued because of material misrepresentation;
- (3) The Insured violated any of the material terms and conditions of the policy;
- (4) Unfavorable underwriting factors, specific to the Insured, exist that were not present at the inception of this policy;
- (5) A determination by the Insurance Commissioner that continuation of coverage could place the Company in a hazardous financial condition or in violation of the laws of Kansas; or
- (6) A determination by the Insurance Commissioner that the Company no longer has adequate reinsurance to meet its needs.

If the policy is cancelled for any reason, earned premium shall be computed pro rata. Premium adjustments shall be made within a reasonable period of time after cancellation, but payment of or tender of such unearned premium shall not be a condition of cancellation.

Nonrenewal

If the Company decides not to renew this policy, notice of nonrenewal will be mailed or delivered at least 60 days prior to the expiration of the policy, to the Insured, the Kansas Health Care Stabilization Fund, and the state agency which

licenses, registers or certifies the Insured, stating the reasons for nonrenewal.

Any notice of cancellation or nonrenewal will be mailed or delivered to the Insured's last mailing address known to the Company. If notice is mailed, proof of mailing will be sufficient proof of notice.

12. EXTENDED REPORTING ENDORSEMENT APPLICABLE ONLY TO COVERAGE C:

In the event the coverage afforded by Coverage C of this policy is cancelled, each Insured as specified in the declarations page as covered under Coverage C of the policy shall have the option, within thirty days of such cancellation, of purchasing an Extended Reporting Endorsement. Said Endorsement shall extend the period of time during which claims occurring prior to the cancellation of this coverage may be first reported to the Company. The Extended Reporting Endorsement form, and the applicable premium charges for such coverage, shall be those in effect at the time such Extended Reporting Endorsement is purchased by the Insured.

13. MAINTENANCE OF UNDERLYING COVERAGE APPLICABLE ONLY TO COVERAGE C:

It is a condition of Coverage C that while this coverage is in effect, the Insured must maintain in force as collectible, primary coverage limits and Health Care Stabilization Fund limits that were in force as of the effective date of this coverage without any reduction in limits (except for any reduction or exhaustion of any applicable aggregate limit due to payment of claims) or any alteration of terms and conditions as in force as of the effective date of this coverage.

14. DECLARATIONS:

By acceptance of this policy, the Insured agrees that the statements in the Declarations Page are the agreements and representations of the Insured, that this policy is issued in reliance upon the truth of such representations; and that this policy embodies all agreements existing between the Insured and the Company or any of its agents relating to this insurance.

15. DIVIDENDS:

The policyholder shall participate in the profits the Company may earn if such participation is authorized by the Board of Directors.

16. MUTUAL POLICY CONDITION - VOTING:

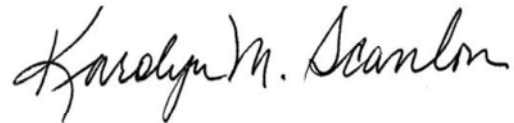
This Company is a mutual Company and as such is owned by its members. Each member shall be entitled to one vote. The Insured is hereby notified that the annual meeting shall be held in accordance with the Company Bylaws.

17. MUTUAL POLICY CONDITION - MEMBERSHIP:

As a condition of insurance under this policy, it is required that the policyholder be a member of the Company as defined in the Company Bylaws.

18. SPECIAL STATUTES:

Any and all provisions of this policy which are in conflict with the statutes of the State in which this policy is issued are understood, declared and acknowledged by this Company to be amended to conform to such statutes.

Handwritten signature of Carolyn M. Scanlon in cursive script.

Authorized Company Representative