



Stanford University Medical Indemnity and Trust Insurance Company (SUMIT Insurance Company)

Frequent Questions & Answers

The following information is provided to answer questions in reference to the restructuring of the SHC/LPCH Insurance Company, including the name change to the Stanford University Medical Indemnity and Trust Insurance Company (SUMIT Insurance Company). The restructuring was effective September 1, 2005.

Please feel free to contact the Risk Management Office at (650) 723-6824 if your question is not answered in the materials provided. Your questions are more than welcome.

Note that this information is provided as general advice only, and is not to be construed as evidence of coverage. At all times, the terms and conditions of the actual policy of insurance will apply.

1. How does the name change affect the insurance company?

The new name reflects structural changes of the insurance company, allowing the insureds (the hospitals, their employees, the School of Medicine and the physicians) more of an opportunity to benefit from proactive risk management and patient safety measures. The more proactive the efforts, the greater the reductions on premiums and overall insurance program costs.

2. Will my insurance limits change?

No, your insurance limits will stay the same as that provided under the SHC/LPCH Insurance Company program, which is a shared limit of \$1,000,000 per claim/\$3,000,000 annual aggregate. Your new insurance certificates will reflect the new company name and logo.

3. When will the change take affect?

The name change is effective September 1st, 2005, with the start of the new policy year. All coverage prior to that date will be under the current name of SHC/LPCH Insurance Company. After this date, all coverage will be provided

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under the new name of the Stanford University Medical Indemnity and Trust (SUMIT) Insurance Company.

4. How do I know what the Stanford professional liability policy covers for me?

The malpractice insurance covers any patient care rendered under the scope of your employment or faculty appointment with the Stanford entity hospitals and clinics. As long as your practice falls within these expected parameters, your clinical care practice is covered under the SUMIT Insurance Company program.

If questions arise as to what is covered, please contact the Risk Management Office at 650-723-6824. We will work with you and your department chair or supervising physician to determine what falls within your appointment.

5. How do I obtain documentation that the policy actually will apply to me, so that I have something in writing for my files?

You may obtain a *Certificate of Insurance* through AON Risk Services, the insurance broker on the SUMIT Insurance Company program at 1-808-533-4900. Forms to request a Certificate of Insurance can be found on the Risk Management Department website on both the SHC and LPCH intranets, or from your DFA.

An annual Certificate of Insurance is automatically generated for each physician's credentialing file at the Stanford hospitals upon the start of each new policy year and your reappointment. Additional Certificates of Insurance may need to be requested if you are practicing (under your Stanford or LPCH faculty status) at a location other than the main campus and hospitals.

Note that malpractice coverage is only provided for services performed and billed for either SHC or LPCH.

6. If I leave the Stanford program, do I need to obtain 'tail' coverage?

Up to August 31, 2005, the Stanford program provided *occurrence coverage*, meaning that the coverage ties to the *date of the patient care or treatment*, and not when the actual claim or lawsuit is filed. One advantage of this type of coverage is that no tail (otherwise known as 'extended reporting period coverage') is needed.

Effective September 1, 2005, the coverage has changed to *claims made coverage*, meaning that the coverage tracks to the date that *the claim is actually made by the patient* (rather than the date of treatment).

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If an individual physician leaves the current Stanford program, and receives a subsequent lawsuit (that related back to treatment while he/she was practicing at Stanford), *coverage through the Stanford program would apply whether the event arose during the occurrence coverage policy or the claims made policy.* In both instances coverage will apply to the patient's claim.

You would need to report the lawsuit or claim to the Stanford Risk Management Office so that defense counsel can be assigned on your behalf. You can contact the Risk Management Department to advise of a claim, or just with general questions, at 650-723-6824.

7. Are my volunteer activities covered?

Volunteer or charitable activities are not automatically covered by the Stanford malpractice program. In order to make sure that malpractice coverage does apply, Insurance Request form must be completed and sent to the Risk Management Office for review and decision. This form can be found on the Risk Management Department website on both the SHC and LPCH intranets.

Many activities will be covered, as long as the activity is within regular patient care expectations and the continental United States. Covered activities might include patient care symposiums or lectures at non-Stanford facilities, or working with a charitable walk/run as a volunteer physician. Each situation needs to be reviewed prior to the event taking place so that coverage decisions can be made and documented.

Activities outside of the country, or where no income is being generated back to Stanford, may not be covered. In that instance, it is advised that you obtain malpractice coverage from the event organizers to make sure that your clinical care is fully insured.

Questions on what is covered under the SUMIT Insurance Company program can be directed to the Risk Management Department at 650-723-6824.

8. If I'm new to Stanford's program, do I need 'prior acts' coverage?

Once you become a faculty, fellow or resident at Stanford, all of your patient care activities are immediately covered under the SUMIT Insurance Company program.

If you had claims made coverage at a previous appointment, you may wish to secure information from that entity to be sure that any future claims, arising from your patient care at that facility, would be insured under that facility's program as they would not be covered under the Stanford program.

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Questions in this regard can be directed to the Risk Management Office at 650-723-6824.

9. Do I have to have a Certificate of Insurance to be covered by the program?

No, a Certificate of Insurance is simply documentation of the coverage applicable to your faculty practice under the Stanford program. This documentation is provided upon appointment to the Credentialing office and resides in your credentialing file, as well as with the DFA.

It is not necessary for you to personally obtain a copy of a Certificate of Insurance. However, if you need or would like a copy, one can be obtained through AON Risk Services, the insurance broker on the SUMIT Insurance Company program, at 1-808-533-4900. Forms for a Certificate of Insurance can be found on the Risk Management Department website on both the SHC and LPCH intranets, or from your DFA.

10. If I'm an adjunct professor, am I covered for activities that I provide for Stanford?

The activities that *fall within your faculty agreement* would be covered under the Stanford program. For example, during the time that you are actually treating patients at a Stanford facility or clinic, or supervising residents, the Stanford coverage would apply.

However, your patient care activities that fall outside of your faculty agreement will not be covered by the Stanford program. For example, if you work as a community physician with privileges at several non-Stanford hospitals, you will need another malpractice policy to cover you for those patient care situations. Likely, you will need to own your own personal malpractice policy, or you may be covered by the other facility's program for your clinical care there.

It's important to know what insurance will cover you at each of your locations of practice.

11. If I stop and assist someone on the side of the road, does Stanford malpractice coverage apply?

If you stop along the side of the highway and assist someone in an emergency setting and do not later bill for your services, your activities may be covered under the California Good Samaritan Laws. This is an immunity from liability (you could be dismissed if sued) arising out of the treatment provided to that person in that emergency situation.

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It is important to know that there is a 'good faith' standard for the immunity; that the physician providing emergency care was acting in good faith to treat the injured person, and that it was a true 'emergency' situation.

Note that this is not an activity that would be covered under Stanford's malpractice program.

12. If my agreement with Stanford as faculty is to spend a certain amount of my time in other activities, are those activities automatically covered?

Any activities outlined in your faculty appointment or specific to an adjunct appointment would be covered under the Stanford malpractice program. For example, if your appointment requires that you go to a clinic and supervise residents twice a month; those activities would be considered part of your Stanford appointment and therefore covered under the Stanford policy.

Please note that while volunteer activities are also encouraged, there may be circumstances that prevent the extension of malpractice coverage to the activity (for example, if it is out of the continental United States). In these instances, we ask that you complete the Insurance Request form and provide more detailed information so that a decision can be made as to whether to accept the event into the Stanford program. This form can be found on the Risk Management Department website on either the SHC or LPCH intranets.

Where coverage is available from the sponsoring entity of the event, Stanford's coverage would be excess of that coverage. In other words, the other coverage would apply to the loss first, before the Stanford coverage applies.

13. Why wouldn't I be covered by Stanford for anything I do, even if it's treating a friend's wound at home?

Some activities fall outside of the scope of your appointment at Stanford, including treating someone outside of the hospital or clinic setting. If you saw the friend at your office, in normal practice circumstances (where a medical record and billing are completed), coverage would apply just as it would for the care and treatment of any of your patients at Stanford.

The difficulty of treating someone outside of the clinic or hospital setting is that neither medical record nor billing record is created, and therefore trying to defend the situation in the future would be solely based on the memories of the persons involved. It's a dangerous situation and one that we discourage.

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