

College of Veterinary Medicine Student Professional Liability Insurance Policy



This policy is an Occurrence Policy. Read the entire policy carefully to determine rights, duties and what is and what is not covered. Various provisions in this policy restrict coverage.

This policy has been issued in reliance upon the statements in the Applications submitted for this insurance.

Wherever used in this policy, the words **Named Insured** shall mean any person or organization shown in the Declarations. The word **Insured** means any person or organization qualifying as such under the DEFINITIONS section of this policy. The word "Company" refers to the Company providing this insurance.

Other words and phrases in this policy that appear in bold have special meanings. Refer to Section V – DEFINITIONS of the policy for any defined terms.

I. INSURING AGREEMENT

A. COVERAGE

The Company shall pay on behalf of the **Insured**, subject to the Limits of Liability, all sums that the **Insured** becomes legally obligated to pay as **damages** because of a **Claim** based on a **Veterinary Incident** occurring during the **Policy Period** shown in the Declarations.

B. DEFENSE AND INVESTIGATION

The Company shall have the right and duty to defend the **Insured** against any **Claim** based on a **Veterinary Incident** seeking **damages** that are covered by this policy even if any of the allegations of the **Claim** are groundless, false or fraudulent.

The **Company** shall not settle any **Claim** without the consent of the **Named Insured**, which consent shall not be unreasonably withheld. The Company shall not be obligated to pay any **damages**, or to defend or continue to defend any **Claim** after the Company's Limits of Liability have been exhausted by payment or by deposit in a court having jurisdiction of sums reflecting the remaining applicable Limit of Liability of this policy.

C. SUPPLEMENTAL PAYMENTS

The Company shall pay with respect to any **Claim** we investigate, settle, or defend:

1. All expenses incurred by the Company;
2. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Liability. The Company does not have to furnish these bonds;
3. All reasonable expenses incurred by the **Insured** at the Company's request to assist the Company in the investigation or defense of the **Claim**;
4. All costs taxed against the **Insured** in a **Claim**;
5. Prejudgment interest awarded against the **Insured** on that part of judgment paid by the Company; and
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before the Company has paid, offered to pay, or deposited in court that part of the judgment that is within the applicable Limit of Liability.

Supplementary Payments are in addition to and will not reduce Limits of Liability.

II. LIMITS OF LIABILITY

The Limits of Liability shown in the Declarations is the most the Company will pay regardless of the number of **Insureds**, **Claims** made, persons or organizations making **Claims**, or **Veterinary Incidents** occurring during the **Policy Period**.

A. Each **Claim** Limit of Liability

The liability of the Company for **damages** for each **Claim** covered by this policy shall not exceed the amount shown in the Declarations under Each Claim;

B. Policy Aggregate Limit of Liability

The liability of the Company for the combined total of all **damages** for all **Claims** covered by this policy shall not exceed, subject to paragraph A. above, the amount shown in the Declarations under Policy Aggregate.

If the Limit of Liability is exhausted prior to settlement or judgment of any pending **Claim**, the **Company's** obligations under this policy shall be terminated and the **Company** shall have the right to withdraw from the further investigation or defense of any pending **Claim** by tendering control of such investigation or defense to the **Insured**, and the **Insured** agrees, as a condition to the issuance of this policy, to accept such tender.

III. EXCLUSIONS

This policy shall not apply to any **Claim** based upon or arising out of:

- A.** A **Veterinary Incident** caused by a person under the influence of intoxicants, narcotics, or controlled substances. This exclusion shall not invalidate the insurance afforded hereunder to any other **Insured** unless committed jointly by or with the knowledge or consent of that other **Insured**;
- B.** Liability assumed by the **Insured** under any contract or agreement. However, this exclusion does not apply to liability for **damages** for which the **Insured** would be responsible in the absence of the contract or agreement;
- C.** Any actual or alleged: breach of any employment contract or agreement; failure to hire or employ; dismissal, discharge, or termination of employment, whether actual or constructive; demotion, reassignment, failure or refusal to promote or deprivation of career opportunity; discipline of employees; evaluation of employees; discrimination or harassment of any kind or on any basis effecting an employee or applicant for employment; humiliation or defamation of any employee or applicant for employment; employment related misrepresentations; retaliatory treatment of an employee arising out of the employees attempted or actual exercise of the employees' rights under the law; failure to implement appropriate workplace or employment policies and procedures; failure to provide reasonable workplace or employment accommodations as required by the Americans with Disabilities Act or by similar provisions of any federal, state or local law;

This exclusion applies whether the **Insured** may be liable as an employer or in any other capacity; and to any obligation to share **damages** with or repay someone else who must pay **damages** because of the injury;
- D.** Any contract or agreement guaranteeing the result of any treatment;
- E.** Any theft or escape of any animal;
- F.** Any fire, however caused;
- G.** The ownership, maintenance, use, entrustment to others or loading or unloading of any **Auto** or **Mobile Equipment** owned, operated by or rented or loaned to any **Insured**. This exclusion shall not apply to the use, loading or unloading of a parked **Auto** or parked **Mobile Equipment** used in the course of providing veterinary services;
- H.** Any actual or alleged
 1. Dishonest, fraudulent, criminal, malicious act, or malicious omission by any **Insured**; or
 2. Willful violation of any law, statute, ordinance, rule, regulation or state practice act by any **Insured**;

However, for the purpose of determining the applicability of this exclusion, unless committed jointly or with knowledge or consent, no act of an **Insured** will be imputed to any other **Insured**;

- I.** Any **Claim** arising out of an utterance or publication of a libel or slander, or other defamatory or disparaging material:
 1. If done by or at the direction of the **Insured** with knowledge of its falsity or arising out of a criminal act committed by or at the direction of the **Insured**, however, no act of any **Insured** will be imputed to any other **Insured** with respect to this exclusion I.1.;
 2. If the utterance or publication first took place before the beginning of the **Policy Period**;
 3. In the course of or related to advertising activities conducted by or on behalf of the **Insured**; or

4. If such arises out of an electronic chatroom or bulletin board the **Insured** hosts, owns, or over which the **Insured** exercises control.
- J. Any obligation of the **Insured** under a Workers' Compensation, Disability Benefits or Unemployment Compensation or any similar law;
- K. **Bodily Injury** to:
1. Any **Insured** or employee of any **Insured** arising out of and in the course of employment by the **Insured**;
 2. The spouse, child, parent, brother or sister of any **Insured** or an employee of any **Insured** as a consequence of 1. above;
- This exclusion applies:
1. Whether the **Insured** may be liable as an employer or in any other capacity;
 2. To any obligation to share **damages** with or repay someone else who must pay **damages** because of the injury;
- L. Any **damage** to, loss of use of, or destruction of animal embryos, cells, cell components, tissues, materials, animal parts, and semen while in storage or transit;
- M. Any xenotransplantations or cloning, including the loss of cells, cell components, tissues, materials, and animal parts use in xenotransplantation or cloning;
- N. Any actual, alleged, or threatened existence, emission, discharge, dispersal, seepage, migration, release, escape, exposure to, generation, storage, transportation, treatment, removal, disposal, processing, or handling of **Pollutants**:
1. At or from any premises, site or location that is or was at any time owned or occupied by, or rented or loaned to, the **Insured**, or controlled or customarily used by the **Insured**, and the ways immediately adjoining such premises, site, or location;
 2. At or from any premises, site, or location that is or was at any time used by an **Insured** or others for the handling, storage, disposal, processing, or treatment of waste;
 3. That are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for the **Insured** or by or for any person or organization for whom the **Insured** may be legally responsible;
 4. At or from any premises, site, or location on which the **Insured** or any contractors or sub-contractors working directly or indirectly on the **Insured**'s behalf were or are performing operations:
 - a. If the **Pollutants** were or are brought on or to the premises, site or location in connection with such operations by the **Insured** or by such contractor or subcontractor; or
 - b. If the operations are to clean up, test for, monitor, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of **Pollutants**;
 5. Any costs or expenses to clean up, test for, monitor, remove, contain, treat, detoxify, neutralize, or in any other way respond to or assess the effects of **pollutants** generally, or with respect to the actual, alleged, or threatened existence, emission, discharge, dispersal, seepage, migration, release, or escape of **Pollutants**;
 6. Any costs or expenses to clean up, test for, monitor, remove, contain, treat, detoxify, neutralize, or in any other way respond to or assess the effects of **Pollutants** with respect to the renovation, rehabilitation, reconstruction, remodeling, expansion, or demolition, in whole or in part, of the **Insured**'s premises or of any premises, site, or location that is or was at any time owned or occupied by, or rented or loaned to, the **Insured**, or controlled or customarily used by the **Insured**, and the ways immediately adjoining such premises, site, or location;
 7. Any costs or expenses arising out of any request, demand, order to directive by any person, organization, or governmental authority that any **Insured** or others clean up, test for, monitor, remove, contain, treat, detoxify, neutralize, or in any other way respond to or assess the effects of **Pollutants**;
 8. Any **Claim** by or on behalf of a governmental authority for **damages** because of cleaning up, testing for, monitoring, removing, containing, treating, detoxifying, neutralizing, or in any other way responding to or assessing the effects of **Pollutants**;

For Purposes of this Exclusion:

Pollutants means any substance exhibiting hazardous characteristics or as may be defined or identified on any list of hazardous substances issued by the United States Environmental Protection Agency or any state or local or foreign counterpart. **Pollutants** also means any solid, liquid, gaseous, or thermal irritant or contaminant, including without limitation smoke, vapor, soot, fumes, acids, alkalis, chemicals (toxic or otherwise), waste (including materials to be recycled, reconditioned, or reclaimed, and including infectious waste, medical waste, radioactive waste, and other waste), air emission, odor, waste water, oil or oil products, formaldehyde for formaldehyde products, medical and pharmaceutical supplies, lead or substances containing lead, asbestos or substances containing asbestos, or any noise;

Waste includes materials that are intended to be or have been disposed of, recycled, reconditioned or reclaimed;

- O. Any regulatory action, including appearances before any disciplinary board, board of veterinary medical examiners, or equivalent;
- P. Any fines or penalties;
- Q. Any fees for veterinary services provided by any **Insured**
- R. The actual or alleged infringement or violation of any of the following:
 - 1. Trade dress;
 - 2. Trade name;
 - 3. Trade secrets;
 - 4. Trademark;
 - 5. Copyright;
 - 6. Patent; or
 - 7. Any other intellectual property rights or laws;
- S. The transportation of **Mobile Equipment** by an **Auto** owned or operated by or rented or loaned to any **Insured**;
- T. Any **Claims** for punitive damages, exemplary damages, treble damages, statutory fines and/or penalties, or attorney's fees awarded against any **Insured** or **Insureds** under this policy;
- U. Any **Claim** or **Veterinary Incident** that could reasonably be expected to result in a **Claim** under this Policy that was known by the **Named Insured** prior to the effective date of this Policy;
- W. Any **claim** brought by any **Insured** under this policy.

IV. CONDITIONS

A. ACTION AGAINST THE COMPANY

No action shall lie against the **Company** unless, as a condition precedent thereto, all **Insureds** have fully complied with all the terms of this policy and not until the amount of all **Insured's** obligations to pay have been fully and finally determined either by judgment against all **Insureds** or by written agreement of the **Insured**, the claimant and the **Company**.

Nothing contained in this policy shall give any person or organization any right to join the **Company** as a co-defendant in any action against any **Insured**.

A person or organization may sue the Company to recover on an agreed settlement or on a final judgment against the **Insured** obtained after an actual trial; but the Company shall not be liable for **damages** that are not payable under the terms of this Policy. An agreed settlement means a settlement and release of liability signed by the Company, the **Insured**, and the claimant or the claimant's legal representative.

B. ASSIGNMENT

Neither this Policy nor any **Insured's** interest under this Policy may be assigned. If any **Insured** shall die or be adjudged incompetent, this Policy shall cover the **Insured's** legal representative as the **Insured** with respect to coverage provided by this Policy.

C. ASSISTANCE AND COOPERATION OF THE INSURED

All **Insureds** shall cooperate with the Company, including providing all information requested by the Company regarding any **Claim**, and cooperating fully with the **Company** in the defense, investigation and settlement of any **Claim**. Upon the Company's request, all **Insureds** shall submit to examination by a representative of the Company, under oath if required. In addition, upon the Company's request, all **Insureds** shall attend hearings, depositions and trials, and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses, and in the conduct of **Suits**.

No **Insured** shall, except at the **Insured's** own cost, make any payment, make any admission, admit liability, waive any rights, settle any **Claim**, assume any obligation or incur any expense without the prior written consent of the Company.

D. CONFORMITY TO STATUTE

Terms of this Policy which are in conflict with the statutes of the State wherein this Policy is issued are hereby amended to conform to such statutes.

E. ENTIRE AGREEMENT

No change or modification of this policy shall be effective except when made by a written endorsement to this policy and signed by an authorized representative of the **Company**. No representations by any person shall have any force or effect except as included within this written agreement.

E. MISREPRESENTATION AND FRAUD

This entire Policy shall be void if, whether before or after report of a **Claim**, the **Insured** has concealed or misrepresented any material fact or circumstance concerning the insurance or the subject thereof, or the interest of the **Insured** therein, or in case of any fraud or false swearing by the **Insured** relating thereto.

F. NOTICE OF VETERINARY INCIDENT OR CLAIM

Upon an **Insured** becoming aware of any alleged **Veterinary Incident** to the extent known, written notice shall be given to the Company or any of the Company's authorized agents as soon as practicable, together with the fullest information obtainable. If **Claim** is made against an **Insured**, the **Insured** shall immediately forward to the Company every demand, notice, summons or other process received by him or her, or his or her representative.

Written notice shall include the following information:

1. The description of the alleged **Claim** or **Veterinary Incident**; and
2. To the extent possible the identities of the claimants or potential claimants; and
3. To the extent possible the identities of the responsible **Insured(s)**; and
4. The date and circumstances by which the **Insured(s)** first became aware of such **Claim** or **Veterinary Incident**.

G. REPRESENTATIONS

The Company has issued this Policy in reliance upon the representation of the **Named Insured**.

H. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO THE COMPANY

The Company shall be subrogated to all **Insured's** rights of recovery against any person or organization. All **Insured's** shall assist the Company in effecting any rights of indemnity, contribution and apportionment available to any **Insured**, including the execution of such documents as are necessary to enable the Company to pursue claims in the **Insured's** names, and shall provide all other assistance and cooperation which the Company may reasonably require. All **Insured's** shall cooperate with the Company and do nothing to jeopardize, prejudice or terminate in any way such rights.

The Company shall not exercise any such rights against any **Insured** except as provided herein. Notwithstanding the foregoing, however, the Company reserves the right to exercise any rights of subrogation against any **Insured** with respect to any **Claim** brought about or contributed to by the intentional, criminal, fraudulent, malicious or dishonest act or omission of such **Insured**.

I. OTHER INSURANCE

This insurance will apply only as excess insurance over any other valid and collectible insurance.

V. DEFINITIONS

- A. **Auto** means a land motor vehicle, trailer, or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But **Auto** does not include **Mobile Equipment**.
- B. **Bodily Injury** means physical injury, sickness, disease, shock, fright, mental injury or disability sustained by a person. **Bodily Injury** includes death resulting from any of these at any time.

C. **Claim** means:

1. a demand received by an **Insured** for **damages** resulting from a **Veterinary Incident**; or
2. a **Suit**, arbitration or other proceeding served on an **Insured** for **damages** resulting from a **Veterinary Incident**.

Two or more **Claims** arising out of a single **Veterinary Incident**, or a series of continuous, repeated, related, interrelated, or causally or logically connected **Veterinary Incident** that give rise to one or more **Claims** shall be treated as a single **Claim**.

- D. **Damages** means the monetary portion of any judgment, award or settlement provided such settlement is negotiated with the assistance and approval of the Company. **Damages** do not include:

1. Punitive, exemplary, or multiple damages;
2. Criminal or civil fines, penalties (statutory or otherwise), fees or sanctions;
3. Matters deemed uninsurable;
4. Any form of non-monetary; equitable or injunctive relief;
5. Restitution, return or disgorgement of any fees, funds or profits; or
6. any fees for veterinarian services provided by any **Insured**.

E. **Insured** means:

1. The **Named Insured** but only as respects **Damages** arising out of a **Veterinary Incident** committed by a **Veterinarian Student** while completing required coursework as outlined in the **Named Insured's** curriculum, whether on campus or at another location, and while supervised by a licensed veterinarian;
2. Any **Veterinary Student** while completing required coursework as outlined in the **Named Insured's** curriculum, whether on campus or at another location, and while supervised by a licensed veterinarian;
3. The estate, heirs, executors, administrators, assigns and legal representatives of any **Insured** in the event of such **Insured's** death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would otherwise be provided coverage under this Policy;

- F. **Mobile Equipment** means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and any other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises the **Insured** owns or rents;
3. Vehicles not described in 1. and 2. above that are not self-propelled and are maintained primarily to provide mobility and or transportation for animals or equipment.

- G. **Named Insured** means the College of Veterinarian Medicine shown in the Declarations.

- H. **Policy Period** means the period of time between the effective date as shown on the Declarations and the date of expiration as shown on the Declarations or cancellation of this Policy.

- I. **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed

- J. **Professional Veterinary Services** means those services normally performed by a **Veterinary Student** under the supervision of a licensed veterinarian in good standing.

K. Suit means a civil proceeding in which **damages** are alleged because of a **Veterinary Incident**.

L. Veterinary Incident means any:

1. Malpractice or negligent act, error or omission; or
2. Utterance or publication of a libel or slander, or other defamatory or disparaging material

Arising out of the course of furnishing **Professional Veterinary Services**.

M. Veterinary Student means a person who is enrolled and matriculated in the **Named Insured's** College of Veterinarian Medicine Program and is in their third or fourth year of the program.