



Reinventing Small Business Insurance™

## Professional Liability Insurance Home Health Aide and Personal Care Aide Professionals

We want you to understand how Professional Liability insurance helps protect your business. This summary explains what is and isn't covered.

If you have any questions about your coverage, please contact one of our advisors at 978-344-4200 (Mon-Fri, 9am-7.30pm EST) or via e-mail at [contactus@insurancebee.com](mailto:contactus@insurancebee.com).

### This policy does cover

#### **Bodily injury**

To the extent you are legally liable, we cover damages or claims expenses if you injure a third-party.

#### **Negligence**

We cover any alleged mistakes in your provision of professional services. This includes failing in your 'duty of care,' giving incorrect advice, an omission (leaving something out), or failing to deliver your services.

#### **Defense costs**

If you're sued, even if you haven't made a mistake, we will appoint an attorney to defend you, even if the lawsuit is groundless.

#### **Services performed in the past**

We cover the services you have performed going back to an agreed-upon date, even if that date is before you were insured with Hiscox – for any unknown claims that may be made against you and reported to us during the policy period. This date, the retroactive date, is printed on the declarations page of your policy.

#### **Employees, temporary staff, and independent contractors**

We cover claims arising from services performed by your employees, temporary staff, or independent contractors if those services were performed on behalf of your business.

#### **Volunteers and student interns**

We cover claims arising from services performed by your volunteers or student interns if those services were performed under your direction and supervision.

#### **Personal injury**

We cover claims of libel and slander as part of your professional services.

#### **Supplemental payments**

We will pay for expenses you reasonably incur as a result of attending arbitration proceedings or trials in the defense of a covered claim. We will pay up to \$5,000.

#### **Administrative and disciplinary proceedings**

We will pay up to \$5,000 to defend you in an administrative hearing or disciplinary proceeding brought by an administrative agency, licensing board or regulatory authority as a result of your professional services.

#### **HIPAA violations**

We will pay for claims due to your failure or alleged failure to protect any non-public, personally identifiable information in your care arising out of a violation of the Health Insurance Portability and Accountability Act (HIPAA) as a result of your professional services. We will pay up to \$25,000.

#### **Sexual misconduct and abuse claims**

We will pay up to the sublimit endorsed to your policy for claims of sexual misconduct and abuse as a result of your professional services.

## **✗ This policy does not cover**

### **Employment matters**

We won't cover you for claims alleging improper employment practices, workers' compensation claims, or employer's liability.

### **Known claims and circumstances**

We won't cover any known circumstance that could result in a claim or any actual claim originating prior to the start of your first Hiscox policy.

### **False advertising**

We won't cover you for false advertising claims.

### **Other services**

We won't cover any medical or nursing services that you perform. We also don't cover any services you perform that are not specified in your policy.

### **Practicing without a valid license, certification, accreditation or designation**

We won't cover any services performed by you without a valid license, certification, accreditation or designation as required by a licensing board or regulatory authority.

### **Your costs and excluded damages**

We won't cover fines, penalties, and taxes that are levied against you. Hiscox also won't cover the cost of complying with nonmonetary relief, cost overruns, or reduction of your fees.

## **Common claims examples**

### **Protection, even if you haven't made a mistake**

A client falls over an item in her home and injures her hip. The client must go to the emergency room for treatment. Even though you weren't in the home when the accident occurred, the client sues you for her injuries indicating you didn't properly check the home for safety hazards. We will appoint an attorney to defend you and pay any damages.

### **Protection, even if the claim may be groundless**

A client develops a skin infection and brings a claim against you for medical costs alleging you did not provide proper bathing assistance. Even if this is a groundless claim, we will defend and indemnify you.

### **Negligent acts**

A client complains of back pain after you lift them into bed. It is discovered that an improper lifting procedure led to the injury, requiring rehabilitative therapy. We will pay for damages caused by your negligence, up to the policy limits.

Coverage summaries, descriptions, and claims examples are provided for illustrative purposes only and are subject to the applicable policy limits, deductibles, exclusions, terms, and conditions. Not all insurance products and services are available in all states. Hiscox recommends you read the policy documents to learn the full details of coverage.

Underwritten by Hiscox Insurance Company Inc., 104 South Michigan Avenue, Suite 600, Chicago, IL 60603, as administered by Hiscox Inc., a licensed insurance provider in all states and DC.