



Telemedicine Supplemental Application for New and Renewal General Liability and Internships and Professional Services Liability Policies

Instructions for the Educational Institution (Applicant)

- Please complete all portions of this Supplemental Application completely, truthfully, and accurately.
- To save a partially-completed PDF application and send it someone else, save it as PDF to your hard drive or desktop and attach it to an email, or use the “send” function in Adobe Reader. Be sure to include any attachments.
- Email the completed and signed application with all necessary attachments to your broker.
- If you do not understand a question, please have your broker contact United Educators for clarification.

Submitting Broker

Please complete the broker information below. Confirm that all application questions are answered and that the application is signed before submitting it to UE.

Submitting Broker Must Complete		
Person to Contact:		
Address 1:		
Address 2:		
City:	State:	Zip:
Phone Number:		
Email:		
License Number:		

Email the completed, signed, and dated application to your underwriter.

Application

Full Legal Name and Address of the Educational Institution

Institution Name:		
Address 1:		
Address 2:		
City:	State:	Zip:

The undersigned is an authorized representative of the **Educational Institution** and all persons or concerns applying for liability coverage. The undersigned declares that all information provided is complete, truthful, and accurate.

Signature: _____ Date: _____

Name: _____

Title: _____

Educational institution: _____

The signing and submission of this application does not bind United Educators to issue, or the **Educational Institution** to purchase, any specific policy or coverage. The information provided in this application is for underwriting purposes only, and does not constitute notice to United Educators of a claim or potential claim under any policy.

Questions

Please answer the following questions for General Liability (GL) and Internships and Professional Services Liability (IPL) Telemedicine coverage:

1. Does the facility providing telemedicine services:	
a. Have procedures and protocols to remotely manage patients needing an emergency referral?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b. Contract with third parties for the provision of telemedicine? If used, do third parties have procedures and protocols to remotely manage patients needing an emergency referral?	<input type="checkbox"/> Used <input type="checkbox"/> Not Used <input type="checkbox"/> Yes <input type="checkbox"/> No
2. Is the medical director (or equivalent position) required to approve the facilities other than a student counseling center, infirmary, athletic training center or similar facility, for provision of telemedicine services?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Are limitations and risks of telemedicine services addressed in an informed consent document executed by patients, prior to rendering services?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
4. Are telemedicine record-keeping standards required to be consistent with the standards of traditional, in-person diagnosis and treatment?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	

Please answer the following questions only if you have an IPL Policy and clinics open to the public that provide telemedicine:

5. For the Educational Organization's clinics open to the public, are all providers of telemedicine (including student interns) trained regarding applicable Federal or state laws pertaining to the provision of telemedicine?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6. For the Educational Organization's clinics open to the public, do student interns conduct telemedicine services with the direct supervision of a member of faculty?	<input type="checkbox"/> Yes <input type="checkbox"/> No

If any questions were answered No, please explain why your institution isn't taking the aforementioned actions.

Please see the attached specimens, which stipulate coverage for Telemedicine under General Liability and Internships and Professional Liability policies.

Specimen for General Liability
TELEMEDICINE
Expansion of Covered Telemedicine Practices

In consideration of the premium charged, and always subject to all other provisions of this Policy, **we** agree with the **Educational Organization** that:

1. Paragraph 2, DEFINITIONS, is amended to add the following new Definitions:

Health Information means any information concerning an individual that would be considered “protected health information” or “electronic protected health information” within the Health Insurance Portability and Accountability Act of 1996 (as amended) (HIPAA) or the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and their implementing regulations, or protected health-related information under any similar federal, state, local or foreign law.

Telemedicine means the remote diagnosis and treatment of patients by means of telecommunications technology.

2. a. Exclusion 11.e. is amended to add the following **Exception**:

Exception: This exclusion shall not apply to the liability of the **Educational Organization** and its employed **Insureds** from **Claims** first made against any **Insured** during the **Policy Period** for an **Occurrence** on or after the **Inception Date** or 3/01/2020, whichever is later, arising out of rendering or failure to render **Telemedicine** at:

- (i) a dispensary, clinic, infirmary, student health center, athletic facility, or similar facility maintained by the **Included Entity** principally for use by the **Included Entity's** employees or students; or
- (ii) any location approved for **Telemedicine** by the director or equivalent position of any such facility as defined by (i) above.

The coverage afforded by this Exception to this Exclusion 11.e. does not extend to liability assumed by any **Insured** in any contract or agreement except for liability that the **Insured** would have in the absence of the contract or agreement;

- b. Paragraph 11, EXCLUSIONS, is amended as follows:

The following new Exclusion is added:

This Policy does not apply to any liability relating to **Telemedicine**:

- i. arising out of any actual or alleged dissemination, duplication, imitation, impairment, loss of use, misuse, release, reproduction, interception, or theft of digital **Health Information**;
- ii. conducted without the written and executed disclosure to the patient and/or the patient's legal surrogate prior to the encounter of the limitations and risks of the provision of **Telemedicine**, including any state-required disclosures; or

- iii. when prescribing controlled substances not in accordance with the Ryan Haight Online Pharmacy Consumer Protection Act of 2008 including any amendments thereto, or any state laws pertaining to prescribing controlled substances via **Telemedicine**; or
- iv. provided via electronic mail, text messaging, or instant messaging, except in event of a medical emergency.

3. Paragraph 12 is amended to add the following language immediately after item (b)(9):

- **Telemedicine**

All other Policy provisions remain the same.

SPECIMEN

Specimen for Internships and Professional Services Liability

TELEMEDICINE Expansion of Covered Telemedicine Practices

In consideration of the premium charged, and always subject to all other provisions of this Policy, **we** agree with the **Educational Organization** that:

1. Paragraph 2, DEFINITIONS, is amended as follows:

Healthcare Services means any medical, psychological, or mental health counseling services provided:

- I. at any clinic, event, mobile health unit or facility owned or operated by the **Educational Organization** primarily serving either:
 - a. students, faculty, or staff of the **Educational Organization**, and the families of the foregoing; or
 - b. **Members of the Public**, but only if provided or performed in connection with a related academic program of the **Educational Organization** which grants a degree or certificate in that healthcare profession by providing:
 - i. a clinical learning opportunity for students; or
 - ii. continuing education for faculty members;
- II. at any location approved for **Telemedicine** by the director or equivalent position of any such facility as defined by (I) above.

Health Information means any information concerning an individual that would be considered "protected health information" or "electronic protected health information" within the Health Insurance Portability and Accountability Act of 1996 (as amended) (HIPAA) or the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and their implementing regulations, or protected health-related information under any similar federal, state, local or foreign law.

Telemedicine means the remote diagnosis and treatment of patients by means of telecommunications technology.

2. Paragraph 5, EXCLUSIONS, is amended as follows:

The following new Exclusion is added:

This Policy does not apply to any liability relating to **Telemedicine**:

- i. arising out of any actual or alleged dissemination, duplication, imitation, impairment, loss of use, misuse, release, reproduction, interception, or theft of digital **Health Information**;
- ii. conducted without the written and executed disclosure to the patient and/or the patient's legal surrogate prior to the encounter of the limitations and risks of the provision of **Telemedicine**, including any state-required disclosures; or
- iii. when prescribing controlled substances not in accordance with the Ryan Haight Online Pharmacy Consumer Protection Act of 2008 including any amendments thereto, or any state laws pertaining to prescribing controlled substances via **Telemedicine**; or
- iv. provided via electronic mail, text messaging, or instant messaging, except in event of a medical emergency.

3. This endorsement only applies to the liability of the **Insureds** from **Claims** first made during the **Policy Period** for a **Wrongful Act** on or after the **Date of First Coverage** or **[3/01/2020]**, whichever is later, arising out of rendering or failure to render **Telemedicine**.
4. Paragraph 6.b. is amended to add the following language immediately after item (vii):
 - **Telemedicine**

All other Policy provisions remain the same.

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