

# Contractual Liability

August 2009

Other healthcare providers and managed care companies may request that you agree to written contractual agreements containing professional contractual liability indemnification, hold harmless and additional insured agreements that have the expressed purpose of transferring the burden of their professional liability risk, including the cost of defense to you.

*Standard policies of individual Professional Liability insurance specifically **EXCLUDE** liability assumed by any insured under any contract or agreement whether oral, written or implied except to the extent that coverage for such agreement would be available to the insured in the absence of such contract or agreement.*

In addition, the Indiana Medical Malpractice Act makes no provision to recognize professional contractual liability agreements.

Our recommendation is that you **not** enter into any contractual agreement containing a professional liability indemnification, hold harmless or additional insured agreement.

Other common contractual complications include requests for increased liability limits, non-recognition of the IMMA and a requirement to be governed by the laws of a state other than Indiana.

Please submit contracts to us for insurance and risk management review and consult with your attorney.

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