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**Sep 22 2022**

**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

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APPEAL FROM YORK COUNTY  
Court of Common Pleas

D. Craig Brown, Circuit Court Judge  
William B. McKinnon, Circuit Court Judge

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Appellate Case No. 2022-000288

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Angela Patton, as Next Friend of Alexia L., a minor, ..... Respondent,

v.

Dr. Gregory A. Miller and Rock Hill Gynecological &  
Obstetrical Associates, P.A., ..... Appellants.

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REPLY IN SUPPORT OF PETITION FOR FULL COURT REVIEW

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This Court should grant the petition for full court review filed by Appellants Dr. Gregory A. Miller (“Dr. Miller”) and Rock Hill Gynecological & Obstetrical Associates, P.A. (the “Practice”) (together, “Appellants”). The Court should then vacate the order denying Appellants’ petition for writ of supersedeas and should grant a supersedeas and reduce the amount of the required appeal bond for the reasons stated in Appellants’ petition for writ of supersedeas and reply.

Respondent served a return to the petition for full court review on September 16, 2022, raising several reasons Respondent believes the full court should not review Appellants’ petition for a writ of supersedeas. The Court should reject Respondent’s arguments.

First, Respondent’s arguments as to the timeliness of Appellants’ submissions to the circuit court are incorrect and unsupported by any South Carolina law. *See* (Return at 3–4). As Appellants explained in their petition for writ of supersedeas, they first filed a motion to stay

execution on the judgment and requested that the circuit court stay execution and require no bond or, in the alternative, require a \$1,000,000 posted only by Dr. Miller or a \$2,000,000 aggregate bond posted by Dr. Miller and the Practice based on the current version of South Carolina Code section 18-9-130. *See* Mot. for Stay of Execution and Supplemental Memo, attached as Exhibit A. The circuit court *granted* the motion for a stay of execution, but made it contingent on the posting of a **\$6.25 million** appeal bond. *See* May 19, 2022 Form 4 Order, attached as Exhibit B. Appellants then filed two simultaneous motions: (1) a motion to reconsider the order granting a stay of execution because the circuit court did not explain the rationale for its ruling, and (2) a motion to reduce the amount of the appeal bond. *See* Motion to Reconsider and Motion to Reduce Amount of Appeal Bond, attached as Exhibit C.

Contrary to Respondent's representation of the contents of the motions, Appellants' filing clearly delineated the motion to reconsider and the separate motion to reduce the amount of the appeal bond. In paragraphs 1–3 of the filing, Appellants sought reconsideration of the circuit court's ruling on their original motion on three grounds. In paragraph 1, Appellants explained that they were filing the motion to reconsider because the circuit court did not provide any reasoning or rationale for its ruling and, therefore, Appellants believed they were required to file a motion to reconsider to preserve issues for appellate review. *See id.* ¶ 1. In paragraph 2, Appellants asked the circuit court to reconsider their arguments that the circuit court should (a) issue a stay of execution without requiring an appeal bond, (b) require an appeal bond of only \$1,000,000 to be posted by Dr. Miller because the verdict in the case is only against Dr. Miller, or (c) set the appeal bond at \$2,000,000 pursuant to the current version of section 18-9-130. *See id.* ¶ 2. In paragraph 3, Appellants asked the circuit court to reconsider their policy argument supporting the application

of the current version of section 18-9-130. *See id.* ¶ 3. Paragraph 3 concluded Appellants’ motion to reconsider.

In paragraphs 4 and 5 of the motion, Appellants expressly made a separate motion to reduce the amount of the appeal bond. In support of that motion, Appellants explained that the required \$6.25 million appeal bond imposes an undue financial burden on Dr. Miller and presented evidence supporting the motion. *See id.* ¶ 5. Appellants thus expressly sought separate relief in the form of a reduction of the required bond amount. Thus, contrary to Respondent’s accusations of a “pretext” or a “ruse” and her representation that “[t]he substance of one [motion] is the same as the other,” *see* (Return at 3–4), a plain reading of Appellants’ filing reveals that the substance of each motion was different and sought different relief. Respondent cites no law precluding a party from filing multiple bond-related motions or from filing a separate motion to reduce the amount of an appeal bond as Appellants did here. Accordingly, Respondent’s unsupported arguments are incorrect and should be rejected.

Moreover, the circuit court’s June 10, 2022 Order Denying Defendants’ Motion to Reconsider Denial of Motion to Reduce Amount of Appeal Bond makes clear that the court understood the motions to be different, and the court ruled on the motions accordingly. *See* June 10, 2022 Order, attached as Exhibit D (“[Judge McKinnon] entered judgment against Defendants in the amount of \$4,682,789.57 on March 3, 2022. This Court subsequently granted Defendants’ Motion to Stay Execution on Appeal by Order dated May 19, 2022, and required Defendants to post a *supersedeas* bond in the amount of \$6.25 million. ***Defendants filed a Motion asking this court to reduce the amount of the supersedeas bond, which was denied by Order dated June 1, 2022.*** Defendants now ask this Court to again reconsider the amount of the *supersedeas* bond.” (emphasis added)). The circuit court rightly did not find the arguments and evidence in the motion

to reduce the amount of appeal bond to be untimely, because the arguments and evidence were not untimely.

Second, Respondent's arguments as to the merits of the appeal bond issue are groundless. *See* (Return at 4–6). Respondent again cites no authority supporting his claim that Dr. Miller's affidavit is unreliable. Respondent may not wish to accept the reality of Dr. Miller's financial situation as established by Dr. Miller's affidavit, but Respondent's subjective dissatisfaction with that reality is not a basis on which this Court can find the affidavit unreliable. *See Cooper v. Cooper*, 289 S.C. 377, 379, 346 S.E.2d 326, 327 (Ct. App. 1986) (“In South Carolina, a property owner is ordinarily competent to offer testimony as to value of his property.”). Although Respondent asks the Court to assume a nefarious intent behind Dr. Miller's sworn statements, she offers the Court no justification for doing so. *See* (Return at 5).

Dr. Miller's affidavit provided his total assets, yet Respondent complains that the affidavit is “silent” about “automobiles, boats, aircraft, [and] collectibles.” *Id.* Those items are, of course, assets, and a statement of *total* assets would necessarily include all assets. Respondent fails to explain why an affidavit is unreliable if it states the value of a person's total assets but does not expressly state whether the person owns an airplane. Respondent cites no authority requiring that Dr. Miller's affidavit be written in Respondent's preferred style.

Finally, Respondent's claim that she cannot test the truthfulness and accuracy of the affidavit is incorrect. (Return at 5) Respondent made no request to do this, nor does Respondent submit any basis for such testing.

The only evidence is that Dr. Miller has approximately \$100,000 in total assets and \$1,500,000 in liabilities. *See* Aff. of Dr. Miller, Ex. 2 to Motion to Reduce Amount of Appeal Bond, attached as Exhibit C. Based on those facts, requiring Dr. Miller to somehow purchase a

\$6.25 million appeal bond imposes an undue financial burden. Respondent provides no basis to find otherwise. This Court should grant the petition for full court review and grant Appellants' petition for a writ of supersedeas.

**Conclusion**

This Court should grant Appellants' petition for full court review. The Court should then grant a writ of supersedeas, reverse the circuit court, and order a stay of execution contingent on the purchase of a \$2 million appeal bond.

NELSON MULLINS RILEY & SCARBOROUGH LLP

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Attorneys for Appellants Gregory A. Miller, M.D. and Rock Hill Gynecological & Obstetrical Associates P.A.

Columbia, South Carolina

September 22, 2022

**Exhibit A**

**(Motion for Stay of Execution and Supplemental Memo)**



payment of money does not stay the execution of the judgment unless the presiding judge before whom the judgment was obtained grants a stay of execution.” S.C. Code Ann. § 18-9-130(A). The presiding judge may “require[] bond or other surety to guarantee the payment of the judgment pending the appeal.” *Id.* Rule 62(d) of the South Carolina Rules of Civil Procedure provides for a stay of execution after appeal if the appealing party “giv[es] a supersedeas bond”:

**Stay Upon Appeal.** When an appeal is taken, a party, by giving a supersedeas bond, may obtain a stay subject to the exceptions contained in subdivision (a) of this rule and the South Carolina Appellate Court Rules. The bond may be given at or after the time of filing the notice of appeal or of procuring the order allowing the supersedeas as the case may be. The stay is effective when the supersedeas bond is approved by the court.

Pursuant to section 18-9-130(A), the maximum supersedeas bond for an individual or a business entity that employs fifty persons or fewer or which has revenue of less than \$5 million is \$1,000,000. S.C. Code Ann. § 18-9-130(A)(1)(b).

Dr. Miller is an individual. Further, there was no verdict against anyone but Dr. Miller. There was an agreement of counsel at trial, for the sake of simplicity for the jury, that the P.A. would be responsible for paying a verdict rendered against Dr. Miller based on *respondeat superior* principles. The Court, over objection, has issued a judgment against both Dr. Miller and the P.A., and held that because of that judgment, the non-economic damages statutory cap does not apply to reduce the verdict here.

Notwithstanding the above, the Defendants request that the court issue a stay of execution until the appeal is resolved, and order that no bond is required. If the Court requires a bond, Defendants are willing to post the statutory maximum \$1,000,000 supersedeas bond, based on the verdict against Dr. Miller alone. If the Court decides that both Dr. Miller and the P.A. must separately post appeal bonds, which the Defendants argue is unwarranted and was not intended to

be the result of any agreement of counsel at trial, then the P.A. (which is now a dissolved entity having no revenues or employees) would also only be subject to procuring a bond of \$1,000,000. Thus, the Court should issue a stay of execution and of further enforcement of the judgment. Defendants' position is that no bond should be required, but if one is required, that only a \$1,000,000 bond be required under the circumstances here. Failing that, the Court should at minimum require only that both Dr. Miller and the P.A. post \$1,000,000 appeal bonds each to stop execution on the judgment.

### **CONCLUSION**

Defendants respectfully request that the Court grant this motion and stay efforts to execute on the judgment pending a resolution of Defendants' appeal. Defendants' counsel consulted with Plaintiff's counsel prior to filing this motion, and Plaintiff's counsel stated he intends to execute on the judgment on Defendants and would not agree to a stay by consent. Should the Defendants prevail in their appeal, they intend to seek to tax all premium costs required to be paid for appeal bonds against Plaintiff.

*(signature page attached)*

NELSON MULLINS RILEY & SCARBOROUGH LLP

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Gynecological & Obstetrical Associates P.A.

Columbia, South Carolina

March 11, 2022

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF YORK )  
 )  
Angela Patton, as Next Friend of Alexia )  
Lumpkin, a minor, )  
 )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
Gregory A. Miller M.D. and Rock Hill )  
Gynecological & Obstetrical Associates P.A., )  
 )  
Defendants. )

IN THE COURT OF COMMON PLEAS  
SIXTEENTH JUDICIAL CIRCUIT

Civil Action No. 2009-CP-46-05195

**DEFENDANTS’ SUPPLEMENTAL  
MEMORANDUM IN SUPPORT OF  
THEIR MOTION FOR A STAY OF  
EXECUTION ON THE JUDGMENT**

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This memorandum supplements and supports the Motion for a Stay of Execution on the Judgment filed on Friday, March 11, 2022. The relief sought in the motion stands. For clarity, however, the statute cited—S.C. Code Ann. § 18-9-130(A)(1)(b)—expressly applies as a matter of requirement by its terms to matters accruing on or after January 1, 2012. Therefore, Movant wishes to be candid and ensure the Court is aware of this, because this matter accrued sometime before that date.

This matter is as old as it is, for several reasons, but those reasons include an appeal taken by Plaintiff on January 15, 2014, and remitted to this Court on October 24, 2017, and a motion filed by Plaintiff to continue/stay the trial in this matter filed on October 8, 2018 and granted on October 31, 2018. Further, the pandemic and related court closures delayed this matter through no fault of Movant.

As a result of the age of this matter, and as result of the decisions by this Court which have affected the overall amount of the judgment, the judgment in this matter is larger than Movant argues it should have been (and, of course, Movant moved for a new trial absolute as well, and does not of course waive any of its prior positions by making these stay of execution filings). This

Court has the discretion to order execution stayed with no bond. The Court also has the discretion to order a stay of execution with a bond requirement. Movant argues that if any bond is required, it should be in the amount of the maximum \$1,000,000 for Dr. Miller and \$1,000,000 for the practice, as set forth in its prior motion. The Court has the discretion to issue this stay of execution order. *See, e.g., Harrison-Belk v. Rockhaven Cmty. Care Home, Inc.*, No. CV 3:07-54-CMC, 2009 WL 10710627, at \*1 (D.S.C. Jan. 30, 2009) (interpreting a prior version of Rule 62(d) of the Federal Rules of Civil Procedure, which was analogous to the current Rule 62(d), SCRPC, and finding courts have discretion to issue a stay without requiring a bond); *Se. Booksellers Ass'n v. McMaster*, 233 F.R.D. 456, 457–58 (D.S.C. 2006) (same). Defendants reserve the right to file other requests and make other motions regarding execution should the Court determine it will not stay execution in accordance with the motion filed on March 11, 2022, and this supplemental memorandum.

### **Conclusion**

An order staying execution on the judgment entered by this Court should be granted. No bond should be required. If a bond is required, a bond consistent with current law regarding appeal bond maximums should be considered and the same amounts ordered, and no more. There is no reason to treat this matter differently due to its age, especially given the fact that long periods of time in this litigation are directly attributable to motions and other legal filings made by Plaintiff.

*(signature page attached)*

NELSON MULLINS RILEY & SCARBOROUGH LLP

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Gynecological & Obstetrical Associates P.A.

Columbia, South Carolina

March 15, 2022

**Exhibit B**  
**(May 19, 2022 Form 4 Order)**

Angela Patton  
PLAINTIFF(S)

Gregory A Miller et al  
DEFENDANT(S)

**DISPOSITION TYPE (CHECK ONE)**

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):**  Rule 12(b), SCRPC;  Rule 41(a), SCRPC (Vol. Nonsuit);  Rule 43(k), SCRPC (Settled);  
 Other
- ACTION STRICKEN (CHECK REASON):**  Rule 40(j), SCRPC;  Bankruptcy;  
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;  
 Other
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**  
 Affirmed;  Reversed;  Remanded;  
 Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

**IT IS ORDERED AND ADJUDGED:**  See attached order (formal order to follow)  Statement of Judgment by the Court:

THIS MATTER came before the Court for a hearing on Plaintiff's Motion for Administrative and Filing Costs and Disbursements, and Defendant Rock Hill Gynecological and Obstetrical Associates, PA's Motion for Stay of Execution of Judgment. Upon review of the record and after hearing the arguments of counsel, Plaintiff's Motion for Administrative and Filing Costs and Disbursements is hereby DENIED at this time, provided that Plaintiff may come back before the court seeking costs and disbursements when the case is concluded. Defendant's Motion for Stay of Execution of Judgment is GRANTED, with the condition that Defendants must purchase a bond in the amount of \$6.25 million dollars to protect the judgment entered and interest accrued during the pendency of the appeal. IT IS SO ORDERED.

**ORDER INFORMATION**

This order  ends  does not end the case.  See Page 2 for additional information.

**For Clerk of Court Office Use Only**

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 05/19/2022 .

Drew Traylor for Gregory A Miller

**NAMES OF TRADITIONAL FILERS SERVED BY MAIL**

**Court Reporter:**

**E-Filing Note:** The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

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York Common Pleas

**Case Caption:** Angela Patton VS Gregory A Miller , defendant, et al

**Case Number:** 2009CP4605195

**Type:** Order/Electronic Form 4

IT IS SO ORDERED

s/D. Craig Brown (2160)

**Exhibit C**

**(Motion to Reduce Amount of Appeal Bond)**



Rule 59(e) motion to alter or amend the judgment.” (emphasis added)); *Smith v. NCCI, Inc.*, 369 S.C. 236, 247–48, 631 S.E.2d 268, 274 (Ct. App. 2006) (same).

2. Defendants previously requested that the Court issue a stay of execution without requiring the posting of an appeal bond. Because the Court required a \$6.25 million bond, it appears the Court rejected Defendants’ request. Defendants also requested, in the alternative, that the Court require an appeal bond of only \$1,000,000 to be posted by Dr. Miller, because the verdict in this case is against only Dr. Miller, but it appears the Court also rejected that request. Finally, Defendants also requested as another alternative that the Court, in exercising its discretion and in the public interest, follow the current version of S.C. Code Ann. § 18-9-130 and limit the required bond amount to \$2,000,000 total for Dr. Miller and the (now dissolved) practice, while acknowledging that this matter accrued prior to the effective date of that statute. It appears the Court also rejected this argument. However, the Court did not set forth any rationale for these decisions. Defendants therefore request that the Court reconsider these arguments and rule in Defendants’ favor by setting the bond requirement at \$2,000,000 or, failing that, provide a rationale for its disagreement with Defendants’ arguments.

3. Plaintiff agreed to a stay of execution but only if a bond was posted in the amount of “not less than \$6.25 million.” Plaintiff’s sole argument was this bond amount was needed to protect its judgment amount. This argument, if controlled by the statute, would of course be totally meritless due to the statutory bond maximums. The General Assembly has determined that requiring bonds such as those asked for by Plaintiff imposes unfairness on appellants and unfairly affects the right of appeal. The Court in its discretion could and should apply the same public interest/public policy point in setting the bond amount. Regardless, if the Court declines to do this, it should nevertheless reduce the bond amount to \$2,000,000 for the reasons below.

4. In conjunction with their original motion, Defendants explained they “reserve the right to file other requests and make other motions regarding execution should the Court determine it will not stay execution in accordance with the motion filed on March 11, 2022 [seeking a stay based on either no bond, a \$1,000,000 bond as to Dr. Miller only, or a \$2,000,000 total bond as to Dr. Miller and the practice] and [their] supplemental memorandum.” *See* Supplemental Memorandum filed March 15, 2022, at 2. Plaintiff did not oppose this reservation. In accordance with that reservation, Defendants request that the Court reduce the required bond amount to \$2,000,000 for the below additional reasons.

5. To post a bond, the insurance carrier must set aside assets equal to the amount of the bond. The totality of the carrier’s assets available to serve as collateral for a bond in this matter is \$2,000,000. Accordingly, the carrier cannot and is not obligated to pay for a bond in excess of \$2,000,000. See Affidavit of Sam McEwen and Mag Mutual policy materials, attached as Exhibit 1. As Defendants stated at the May 18, 2022 hearing, they hoped to avoid presenting details of Dr. Miller’s personal financial situation unless it became necessary to do so. The Court’s order requiring a \$6.25 million bond now renders it necessary to present Dr. Miller’s financial information pursuant to Defendants’ reservation in conjunction with their original motion. Dr. Miller cannot afford to post a bond of any significant amount because he lacks the assets to post as collateral. See Affidavit of Dr. Gregory Miller, attached as Exhibit 2. Thus, a \$2,000,000 bond purchased by the insurance carrier is all that Defendants can afford to post. To require Dr. Miller to post any additional bond beyond that which the insurance carrier here has agreed to post pursuant to its coverage would impose an undue financial burden on Dr. Miller. *See Se. Booksellers Ass’n v. McMaster*, 233 F.R.D. 456, 458 (D.S.C. 2006). By coincidence, that amount—\$1,000,000 in coverage for Dr. Miller and \$1,000,000 in coverage for the dissolved

practice—aligns with the statutory maximums provided by section 18-9-130. The Court should therefore reduce the required bond amount to \$2,000,000 for all of the reasons set forth herein and stay execution pending appeal.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: *s/ C. Mitchell Brown*

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Gynecological & Obstetrical Associates P.A.

Columbia, South Carolina

May 27, 2022

# EXHIBIT 1

*(Affidavit of Sam McEwen and Mag Mutual Policy Materials)*

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	SIXTEENTH JUDICIAL CIRCUIT
COUNTY OF YORK	)	
	)	Civil Action No. 2009-CP-46-05195
Angela Patton, as Next Friend of Alexia Lumpkin, a minor,	)	
	)	<b>AFFIDAVIT OF SAMUEL R. MCEWEN</b>
	)	
	)	
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
Gregory A. Miller M.D. and Rock Hill Gynecological & Obstetrical Associates P.A.,	)	
	)	
	)	
Defendants.	)	

Samuel R. McEwen personally appeared before the undersigned officer duly authorized to administer oaths and, having been duly sworn, states as follows:

1. I am over the age of eighteen, suffer from no disabilities, and make the statements herein based upon personal knowledge unless stated otherwise below.
2. I am a claims executive with MAG Mutual Insurance Company (“MAG Mutual”).
3. MAG Mutual issued an insurance policy to Dr. Gregory A. Miller, M.D. and Rock Hill Gynecological & Obstetrical Associates P.A. The policy and declarations pages are attached hereto as Exhibit A.
4. The total coverage limit under this policy for purposes of this action is \$2,000,000.
5. The \$2,000,000 coverage limit is therefore the maximum amount for which MAG Mutual will purchase an appeal bond to secure the judgment in this matter.

Further the Affiant sayeth not.

This the 24<sup>th</sup> day of May, 2022.



Samuel R. McEwen

Sworn to and subscribed before me  
this the 4<sup>th</sup> day of May, 2022

*Leanne*

\_\_\_\_\_  
Notary Public



My Commission expires: 12/15/2025

## IMPORTANT CLAIMS INFORMATION

When you joined MAG Mutual Insurance Company you joined the largest and strongest physician-owned and physician-led mutual insurer in the Southeast. Our primary mission is to defend you with all of our efforts and resources against medical professional liability claims so you can continue to focus on providing quality patient care.

As our policyholder/owner you have our promise that we will be here when you need us, working closely with you in all phases of your defense. We strongly believe, and our record shows, that your active participation in the claims process is vital.

To help us provide you the claims service you deserve, we ask that you promptly call our Claims Department in Atlanta at 800-282-4882 whenever:

- You think a potentially litigious situation has developed with a patient.
- You receive a notice of a lawsuit, an attorney request for records, a subpoena to release medical information or a patient letter expressing dissatisfaction or demanding compensation.

After we discuss your situation, we will ask for a summary of the care and treatment of the patient. Once a claim is reported, we'll also need a copy of the patient's medical chart. Keeping us informed when these situations arise helps us prepare and use our resources more effectively for your defense.

We are very pleased that you are a policyholder and owner of MAG Mutual Insurance Company. Be assured we will do everything we can to meet our commitment to you.

Sincerely,



Matt Mitcham  
Senior Vice President, Claims

**PRIVACY POLICY  
MAG MUTUAL INSURANCE COMPANY**

**Information We Collect** – In the course of our business, it is sometimes necessary to collect "nonpublic personal information" about people who seek insurance or financial services from us ("Customers"). We do not, however, collect any information unless it is required to serve our Customers and to conduct our business. We collect information from sources such as:

- Our Customers themselves;
- Consumer reporting agencies and other third parties authorized by a Customer to give us information (e.g., consumer reports, claims reports, medical reports and motor vehicle reports); and
- A Customer's transactions with us, our affiliates, and insurers or broker-dealers that we represent.

This Privacy Policy describes MAG Mutual's practices for protecting the personal information of our customers.

**Use and Disclosure of Customer Information--** We do not disclose any nonpublic personal information about our Customers or former Customers to anyone outside our organization, except to effect a transaction authorized by the Customer or as required by law. We may disclose such personal information to our affiliates:

- To complete financial transactions authorized by a Customer;
- To service, process or administer business operations such as accounting, underwriting and claims; and
- To identify other products and services that may be beneficial to a Customer.

**Sharing of Information with Service Providers--** From time to time, we may retain third parties to perform various support services for us. Such third parties may include insurance claims adjusters, attorneys, or mail houses. We may disclose limited amounts of Customer information to these parties so they can perform their services, but we do not

disclose any more information than is necessary.

**Medical Information--** If we receive a Customer's health information, we do not share such information with third parties or affiliates except as required to service the subject Customer's policy, account, claim or contract; for legitimate insurance functions; as allowed by applicable laws governing privacy of health records; or with the Customer's authorization.

**Confidentiality and Security of Customer's Information--** We go to great lengths to maintain the privacy and security of our Customers' personal information. We maintain physical, electronic and procedural safeguards to protect all the information we collect. We are careful to ensure that our employees follow strict policies and procedures to protect the confidentiality of our Customers' personal information, and our computer systems are configured in a way to prevent inappropriate access by third parties. Our employees are allowed access to a Customer's personal information only to the extent that they need to know that information to provide products or services to the Customer or for other legitimate business purposes.

**Accuracy of Information--** It is important to us to keep a Customer's information current and accurate. If you believe that our records are inaccurate or incomplete, please contact us at 1-800-282-4882. We will investigate your concerns and correct any inaccuracies.

**Changes to our Policy--** We do not foresee any reason to change our Privacy Policy, but business conditions may warrant a change from time to time. We will provide you with notice of any material or significant changes to the Policy before implementing them. If you have any questions about how we handle privacy and confidentiality issues, please contact us.

MAG Mutual ®

MAG Mutual Insurance Company - MAG Mutual Insurance Agency, Ltd.  
MAG Mutual Healthcare Solutions, Inc. - MAG Mutual Financial Services, Inc.



Eight Piedmont Center, Suite 800 | 3525 Piedmont Road  
Atlanta, Georgia 30305-1533 | www.magmutual.com  
404.842.5600 | 800.282.4882 | FAX 404.842.5614

April 21, 2005

Re: Business Associate Agreement  
HIPAA Privacy and Security Rule Compliance

Dear Policyholder:

As you are aware, physicians and others involved in the delivery of healthcare to patients must be in compliance with privacy and security regulations that implement the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") on and after April 21, 2005. Under HIPAA's privacy and security regulations, MAG Mutual Insurance Company is considered a "business associate" of the physicians that we insure for medical professional liability coverage.

HIPAA regulations require physicians to obtain contractual assurance as to how their business associates handle patient health information. In this regard, enclosed you'll find a Business Associate Agreement provided for you by MAG Mutual Insurance Company. MAG Mutual may never receive patient health information from many of its policyholders. However, to the extent that we may receive such information from you, this document outlines what MAG Mutual will and will not do with that information, and covers our commitment not to use or disclose it except as required or permitted by law or the Agreement.

There is no need for you to sign the Business Associate Agreement. However, you should keep the Agreement with other documentation that proves your compliance with HIPAA privacy and security regulations. Please forward these materials to the HIPAA privacy officer, security officer or compliance officer in your practice.

Sincerely,

A handwritten signature in cursive script that reads 'Darrell O. Grimes'.

Darrell O. Grimes  
President  
MAG Mutual Insurance Company



**BUSINESS ASSOCIATE AGREEMENT**  
**HIPAA Privacy and Security Rules**

THIS AGREEMENT and commitment is executed by MAG Mutual Insurance Company effective the 21st day of April 2005, and shall replace any Business Associate Agreement previously executed by MAG Mutual Insurance Company in favor of its policyholder.

MAG Mutual Insurance Company and its policyholder have an insurer/insured relationship by virtue of a professional liability insurance policy issued by MAG Mutual that covers the policyholder ("Insurance Policy"). MAG Mutual and its policyholder are committed to complying with the Privacy Rule and Security Rule (45 C.F.R. Parts 160, 162 and 164) under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Under the Rules, the policyholder is a "covered entity" and MAG Mutual is a "business associate" of the policyholder. MAG Mutual must use and/or disclose Protected Health Information in its performance of services under the Insurance Policy, and HIPAA permits the policyholder to disclose such information to MAG Mutual for the activities set forth herein. MAG Mutual agrees to abide by the assurances, terms, and conditions contained herein. This Agreement sets forth the manner in which Protected Health Information that is provided to, or received by, MAG Mutual from or on behalf of the policyholder will be handled and protected. MAG Mutual agrees as follows:

**Section 1**  
**Definitions**

- 1.1 "*Business Associate*" shall mean MAG Mutual Insurance Company.
- 1.2 "*Covered Entity*" shall mean the MAG Mutual Insurance Company policyholder and any persons covered under the policyholder's Insurance Policy.
- 1.3 "*Designated Record Set*" shall have the same meaning as the term "Designated Record Set" in 45 C.F.R. Section 164.501.
- 1.4 "*Individual*" shall have the same meaning as the term "Individual" in 45 C.F.R. Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. Section 164.502.
- 1.5 "*Protected Health Information*" (PHI) shall have the same meaning as the term "Protected Health Information" in the Security and Privacy Rules, limited to the information received by Business Associate from, or on behalf of, Covered Entity.
- 1.6 "*Electronic Protected Health Information*" shall have the same meaning as the term "Electronic Protected Health Information" in 45 C.F.R. Section 160.103.

**Section 2**  
**Obligations and Activities of Business Associate**

Business Associate agrees to the following:

- 2.1 *Not to Use or Disclose PHI Unless Permitted.* Business Associate agrees not to use, or further disclose, Protected Health Information other than as permitted or required by this Agreement or as required or allowed by law.

- 2.2 *Use Safeguards.* Business Associate agrees to use reasonable safeguards to prevent use or disclosure of the Protected Health Information other than as allowed by this Agreement or as otherwise required or allowed by law.
- 2.3 *Report Inappropriate Disclosures of PHI.* Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not permitted by this Agreement or by law, of which it becomes aware.
- 2.4 *Compliance of Agents.* Business Associate agrees to require any agents, including subcontractors, to agree to the same restrictions and conditions that apply to Business Associate through this Agreement, provided that such agents perform a service that the Business Associate agreed to perform for, or on behalf of, the Covered Entity under the Insurance Policy and, to whom the Business Associate provides Protected Health Information.
- 2.5 *Access.* In the event that Business Associate maintains the Designated Record Set, Business Associate agrees to provide Covered Entity access to Protected Health Information in the Designated Record Set, during normal business hours, provided the Covered Entity delivers prior written notice to the Business Associate, at least five business days in advance, requesting such access but only to the extent required by 45 C.F.R. Section 164.524.
- 2.6 *Amendments.* In the event that Business Associate maintains the Designated Record Set, Business Associate agrees to incorporate any amendment(s) to Protected Health Information in the Designated Record Set that the Covered Entity directs, pursuant to 45 C.F.R. Section 164.526.
- 2.7 *Disclosure of Practices, Books and Records.* Unless otherwise protected or prohibited from discovery or disclosure by law, Business Associate agrees to make internal practices, books, and records available to the Covered Entity or to the Secretary of the U.S. Department of Health and Human Services or his/her designee, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule but only to the extent such access is related to the use and disclosure of Protected Health Information received from the Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall have a reasonable time within which to comply with such requests and, in no case shall access be required in less than five business days after the Business Associate's receipt of such request.
- 2.8 *Accounting.* Business Associate agrees to maintain sufficient documentation to allow it to provide to Covered Entity a list of any disclosures of Protected Health Information by the Business Associate or its agents so as to allow the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. Section 164.528.
- 2.9 *Release of Documentation of Disclosures.* Business Associate agrees to provide to Covered Entity information collected in accordance with Section 2.8 of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. Section 164.528. Business Associate shall have a reasonable time within which to comply with such requests, and in no case shall access be required in less than five business days after the Business Associate's receipt of such request.
- 2.10 *Security of Electronic Protected Health Information.* Business Associate agrees to implement Administrative, Physical and Technical Safeguards, all as defined in 45 C.F.R. Section 164.304, that reasonably and appropriately protect the confidentiality, integrity, and availability of any Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity, as required by the Security Rule. Business Associate shall ensure that any agent, including a subcontractor to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it. Business Associate shall also report to Covered Entity any Security Incident, as defined in 45 C.F.R. Section 164.304, of which it becomes aware regarding the Protected Health Information.

**Section 3**  
**Permitted Uses and Disclosures by Business Associates**

- 3.1 *Use of PHI for Specified Purposes.* Under the Insurance Policy, the Business Associate provides the Covered Entity with insurance products and services, hereinafter "Services" that involve the use and disclosure of Protected Health Information, which may include Electronic Protected Health Information. These Services may include, among others, the provision of professional liability insurance; receiving and evaluating incidents, claims, and lawsuits; risk management; quality assessment; quality improvement; loss prevention tools; outcomes evaluation; protocol and clinical guidelines development; reviewing the competence or qualifications of health care professionals; evaluating practitioner and provider performance; conducting training programs to improve the skills of healthcare practitioners and providers; credentialing, conducting or arranging for medical review; arranging for legal services; conducting or arranging for audits to improve compliance; resolution of internal grievances; placing stop-loss and excess of loss insurance, and other functions necessary to perform these Services. Except as otherwise specified herein, the Business Associate may make any uses of Protected Health Information necessary to perform its obligations under this Agreement and under the Insurance Policy. Moreover, the Business Associate may disclose Protected Health Information for the purposes authorized by this Agreement: (a) to its employees, subcontractors, and agents, in accordance with paragraphs 3.2 through 3.4 of this Section below; or (b) as otherwise permitted by the terms of this Agreement or by law. All other uses not authorized by this Agreement or by law are prohibited.
- 3.2 *Use of PHI for Business Associate Management and Administration.* Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- 3.3 *Disclosure Required by Law or With Reasonable Assurances.* Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate and to carry out its legal responsibilities, provided that disclosures are required by law, or provided that the Business Associate obtains the following reasonable assurances from the person or entity to whom the Protected Health Information is disclosed: (a) the PHI will remain confidential; (b) the PHI will be used or further disclosed only as required by law or for the purposes for which it was disclosed; and (c) the person or entity will notify the Business Associate of any instances of which the person or entity is aware in which the confidentiality of the information has been breached.
- 3.4 *Data Aggregation Services.* Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. Section 164.504.

**Section 4**  
**Impermissible Requests by Covered Entity**

Business Associate understands that the Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, except that, Business Associate may use or disclose Protected Health Information for data aggregation or management and administrative activities of Business Associate as is otherwise permitted by law or by this Agreement.

**Section 5**  
**Term and Termination**

- 5.1 *Term.* The term of this Agreement shall be effective during the term of the Insurance Policy between the Business Associate and the Covered Entity and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is not feasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section.
- 5.2 *Termination for Cause.* Upon Covered Entity's knowledge of a material breach by Business Associate of this Agreement, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation. Covered Entity may terminate this Agreement, and Business Associate agrees to such immediate termination, if Business Associate has breached a material term of this Agreement and cure is not possible.
- 5.3 *Effect of Termination.* Upon termination of the Insurance Policy, the protections of this Agreement will remain in force and Business Associate shall make no further uses and disclosures of Protected Health Information except for the proper management and administration of its business or to carry out its legal responsibilities or as required by law.

**Section 6**  
**Miscellaneous Provisions**

- 6.1 *Regulatory References.* A reference in this Agreement to a section in the Privacy or Security Rule means the Section in effect or as amended, and for which compliance is required.
- 6.2 *Amendment.* The Business Associate agrees to take such action as is necessary to amend this Agreement from time to time as is necessary, as determined by the Business Associate, for compliance with requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act, as determined by the Business Associate.
- 6.3 *Survival.* The rights and obligations of Business Associate under this Agreement shall survive the termination of the Agreement and the termination of the Insurance Policy.
- 6.4 *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Rules.

**MAG Mutual Insurance Company**



Darrell O. Grimes, President



P.O. Box 52979  
 Atlanta, Ga 30355-0979  
 404-842-5600 800-282-4882

**Physicians and Surgeons Professional Liability  
 Claims-Made Policy**

Policy Number	Policy Period	
	From	To
PSL 1800044 07	07/01/2009	07/01/2010
12:01 A.M. in Atlanta, GA		

**Transaction**  
 RENEWAL DECLARATION

**Policy Issued To**  
 Rock Hill GYN/OB Associates, PA  
 1721 Ebenezer Road  
 Suite 145  
 Rock Hill, South Carolina 29732

**AGREEMENT AND ENDORSEMENTS**

Who's Protected	TOTAL PREMIUM
<b>OTHER COVERAGE DETAIL</b> See Forms and Endorsements for all Forms on Policy. Change Endorsements Blanket Employee Separate Lmts Professional Org Separate Lmts Policyholder Dividend	<b>PREMIUM</b> [REDACTED]
	<b>FORMS</b>
	PS-SEP
	PS-ORG-SEP
	<b>TOTAL PREMIUM</b>

**FORMS AND ENDORSEMENTS**  
 PS-AMN-OS (01/05) PS-CHG79 (09/02) PS-GR-SC (05/08) PS-IA (05/08) PS-OR  
 PS-SEP (05/08) PS-TOC (05/08)

**WHO'S PROTECTED**

Who's Protected	Class Code	Retroactive Dates	Limit Layers (Each Loss/Aggregate)
Barbara L. Rowland, MD <b>CURRENT LIMITS/PREMIUM</b>	801530	07/01/2002	1,000,000/3,000,000 1,000,000/3,000,000
Christopher B. Benson, MD <b>CURRENT LIMITS/PREMIUM</b>	801530	07/01/2002	1,000,000/3,000,000 1,000,000/3,000,000
Gregory A. Miller, MD <b>CURRENT LIMITS/PREMIUM</b>	801530	07/01/2002	1,000,000/3,000,000 1,000,000/3,000,000
Joe C. Robinson, MD <b>CURRENT LIMITS/PREMIUM</b>	801530	07/01/2002	1,000,000/3,000,000 1,000,000/3,000,000
Robert C. McClelland, MD <b>CURRENT LIMITS/PREMIUM</b>	801530	07/01/2002	1,000,000/3,000,000 1,000,000/3,000,000
Roy N. Taylor, III, MD <b>CURRENT LIMITS/PREMIUM</b>	801530	07/01/2002	1,000,000/3,000,000 1,000,000/3,000,000
Ansley L. Hilton, MD <b>CURRENT LIMITS/PREMIUM</b>	801530	08/07/2006	1,000,000/3,000,000 1,000,000/3,000,000

Authorized Representative *Lisa M. Cappalia* Date 06/15/09

ELECTRONICALLY FILED - 2022 May 27 11:22 AM - YORK - COMMON PLEAS - CASE#2009CP4605195



POLICYHOLDER DIVIDEND

MAG Mutual is proud to return this dividend as a sign of your company's financial strength. Thanks for being part of MAG Mutual's success.

**Policyholder Name** Rock Hill GYN/OB Associates, PA

**Policyholder Number** PSL 1800044 07

**2009 Dividend, Paid on Policy Effective** July 1, 2009

**INDIVIDUAL APPORTIONMENT**

- Rowland, Barbara L., MD
- Benson, Christopher B., MD
- Miller, Gregory A., MD
- Robinson, Joe C., MD
- McClelland, Robert C., MD
- Taylor, Roy N., III, MD
- Hilton, Ansley L., MD

**Total Policy Dividend:**





## Loss Excellence Appreciation Discounts

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**Policyholder Name** Rock Hill GYN/OB Associates, PA

**Policyholder Number** PSL 1800044 07

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### INDIVIDUAL APPORTIONMENT

Barbara L. Rowland, MD  
Christopher B. Benson, MD  
Gregory A. Miller, MD  
Joe C. Robinson, MD  
Robert C. McClelland, MD  
Roy N. Taylor, III, MD  
Ansley L. Hilton, MD

**Total LEAD Discount**



The Loss Excellence Appreciation Discounts (LEAD) listed above are in recognition of the number of years you have practiced with no indemnity payments of more than \$10,000 and the number of years you have been insured by MAG Mutual Insurance Company.

Physicians receiving a part-time discount are not eligible for the LEAD Discount.

LEAD

06/15/09

**Multi-Peril Medical Practice Policy**

**Claims-Made Policy**

**This is a claims-made policy. Please read it carefully.**

We've written this policy in clear, straight-forward English. Please read it and familiarize yourself with what it says. We, us, ours, and the Company mean MAG Mutual Insurance Company. If you have any questions, please contact us.

We've used examples in *italics* to help explain your policy. These are for clarification of intent and constitute a part of the policy contract.

**How to find it**

We've designed this Multi-Peril Medical Practice policy so it will cover your many and varied medical practice insurance needs. Here's a list of commonly referred to items in the same order as they appear in this policy.

**DECLARATIONS PAGE**

**CLAIMS-MADE INSURING AGREEMENT**

- How this policy protects you
- Who's protected under this policy
- Medical professional liability limits
- Supplementary payments
- Your retroactive date
- When a claim is made
- When a claim is covered
- Your duties if you have a claim
- Patient Pre-Treatment Arbitration Agreements
- Violations of law

**COVERAGES**

**A. Medical Professional Liability Coverages**

- \* Individual coverage
- \* Refusal to treat; abandonment coverage
- \* Good samaritan coverage
- \* Volunteer coverage
- \* Clinical trials coverage
- \* Vicarious liability for medical students and residents coverage
- \* Informed consent coverage
- \* Personal injury coverage
- \* Medical Director administrative services coverage
- \* Sexual misconduct defense
- \* Medical information disclosure coverage
- \* Limited contractual coverage
- \* Quality assurance coverage
- \* Referral or consultation coverage
- \* Electronic medical records coverage
- \* Electronic media coverage
- \* Punitive damages coverage
- \* Blanket locum tenens coverage

**B. Professional Organization Coverages**

- \* Organization coverage
- \* New associate(s) coverage
- \* Sexual misconduct coverage for organizations
- \* Chief administrative employee coverage
- \* Employee coverage
- \* Medical office premises liability coverage

**C. Other Defense Cost-only Coverages**

- \* Medicare/Medicaid billing compliance Defense costs-only coverage
- \* Medical license and other administrative Defense costs-only coverage
- \* Clinical privileges defense costs-only coverage
- \* Biomedical waste disposal defense costs-only coverage
- \* OSHA defense costs-only coverage
- \* ADA defense costs-only coverage

**D. Termination by Managed Care Organization - Legal Costs**

**E. Emergency First Aid Coverage**

**ADDITIONAL BENEFITS**

- Optional reporting endorsement
- Death or disability benefit
- Leave of absence benefit
- Retirement benefit

**GENERAL RULES FOR THIS POLICY**

- Special Rights and Duties
- Your policy period
- Other insurance
- Premiums and risk classification
- Premium audit
- Policy changes
- Assignment and transfer
- Recovering damages from a third party
- Fraud and misrepresentation
- How state law affects this policy
- Suits against us
- Mutual insurance company
- Policy territory
- Cancellation provisions

## MULTI-PERIL MEDICAL PRACTICE POLICY

### CLAIMS-MADE INSURING AGREEMENT

#### How this policy protects you

In consideration of the payment of the premium and your compliance with all terms of this policy, we'll provide insurance protection against medical practice claims for civil damages which are brought against you by or on behalf of your patients for providing, or failing to provide, medical professional services to your patients up to the Each loss limit that applies to the injured patient and for other covered activities. By medical professional services we mean only services provided personally by covered persons.

We'll investigate and defend any claim or lawsuit brought against you by or on behalf of your patients for claims for civil damages covered under this policy. We'll do this even if the claim or lawsuit is groundless or fraudulent. We have the right to investigate any claim or lawsuit if we think that's appropriate. Any claim or lawsuit may result in damages which exceed your policy limits. We won't settle any claim or lawsuit against you without your prior consent unless otherwise provided in this policy or endorsements to the policy. Your failure to give timely consent may prevent us from resolving the claim or lawsuit within your policy limits and could result in damages in excess of your policy limits.

If a claim or lawsuit involves allegations of matters not covered by this policy, we'll provide you with a defense while we investigate the facts. We reserve our right to discontinue defense and further defense costs and refuse payment of indemnity if we reasonably believe the claim or lawsuit falls outside of the scope of the coverage of this policy.

#### Who's protected under this policy

Each person listed in the "Who's protected" section of the Declarations Page is covered under this policy. The words "you", "your" and "yours" refer to these covered persons. We cover your chief administrative employee and certain other persons and organizations as specified in this policy or in endorsements to this policy.

*For example, you provide obstetrical services to Ms. Jones. During delivery, Ms. Jones and the baby are injured. Claims are filed on behalf of Baby Jones, Ms. Jones and for the loss of consortium injury to Mr Jones. One Each Loss Limit applies to Baby Jones and one Each Loss Limit applies to Ms. Jones. Mr Jones' claim is a derivative claim and therefore shares in the Each Loss Limit for Ms. Jones.*

#### Medical professional liability limits

Two limits apply to the amount we'll pay for medical professional liability claims. These limits are shown on the Declarations Page and defined policy below.

**Aggregate Limit.** This is the most we'll pay for the sum of all claims made during the policy period.

These limits apply separately to each person listed in the "Who's protected" section of the Declarations Page.

**Each Loss Limit.** This is the most we'll pay for any one loss. By loss, we mean all covered claims for civil damages resulting from a medical professional service, or series of services, causing injury or death, to any one patient, regardless of the number of:

You may purchase higher limits with our approval. Higher limits may have different retroactive dates.

- (1) persons injured; or
- (2) claims made; or
- (3) claimants making claims; or
- (4) subsequent related claims.

#### Supplementary payments

For "Medical Professional Liability Coverages" and "Professional Organization Coverages", we'll pay:

- (1) all expenses we incur to defend a claim or lawsuit, but we will not pay for attorneys you retain separately to advise you.
- (2) post-judgment interest on that part of any judgment that doesn't exceed the applicable Each Loss Limit accruing by operation of law and before we have paid, or deposited our portion of the judgment in court.
- (3) cost of appeal bonds or bonds to release property being used to secure a legal obligation. We'll pay premiums for bonds valued up to your Each Loss Limit.

By injury, we mean bodily injury, sickness, disease or death. Injuries to separate patients are considered separate losses, and separate Each Loss Limits apply. Any derivative claims from family members or estates share in the Each Loss Limit that applies to the injured patient.

(4) all reasonable expenses you incur at our request other than lost earnings while helping us to investigate or defend a claim or lawsuit against you. We'll reimburse you for lost earnings up to \$500 a day for your attendance at trial.

None of the Supplementary payments will reduce the limits of your coverage. But we won't provide any Supplementary payments after:

(1) your Each Loss Limit is paid; or

(2) your Aggregate Limit is paid. If this happens, your coverage ends. With our approval, you may apply for a new policy for an additional premium.

#### **Your retroactive date**

Your retroactive date is the earliest date for which we insure a covered activity. You may have various retroactive dates if you've purchased higher limits from time to time. Each different retroactive date determines the Each Loss Limit for which we insure a specific covered activity.

#### **When a claim is made**

A claim is made on the date you first report an incident or injury to us. An incident is an unexpected or unanticipated medical event or outcome.

#### **When a claim is covered**

A claim must meet two requirements to be covered under this policy:

(1) the claim must result from a covered activity provided or withheld on or after your retroactive date; and

(2) the claim must be reported to us by a covered person or organization for the first time during the policy period.

No claims or potential claims reported to a previous insurer or reported to us during a prior policy period may be made in this policy period. Any subsequent claims related to a previously reported claim are considered to have been made on the same date that the previous claim was reported even if the subsequent claim is reported in a different policy period. Any appeal of a judgment resulting from a claim shall be considered to be part of the original claim even if the appeal begins during a subsequent policy period.

#### **Your duties if you have a claim**

If a patient is injured or if a claim for damages for a covered activity is made against you or anyone for whose acts you're legally responsible, you must promptly notify us.

You and any other covered person named in the claim must:

(1) Tell us the details of what happened; the names and addresses of any injured people and any witnesses.

(2) Immediately send us all lawsuit documents if you're sued. Keep a copy of what you send us; use registered or certified mail and keep a receipt if you mail them to us. If you fail to do this, the lawsuit may go into default. We won't pay a default judgment against you or any other covered person or entity because of your failure to timely deliver the lawsuit documents to us.

(3) Cooperate in defending the claim and assist us in securing and giving evidence, preparing for and attending depositions, hearings and trials.

(4) Refrain, except at your own cost, from voluntarily making a payment, assuming any obligation, or incurring any expense without our consent (except as provided in section E. Emergency First Aid Coverage). If you do, we won't reimburse you, even if the cost would be covered by this policy.

(5) Refrain from meeting with any attorney or giving statements or depositions with respect to any patient care without first notifying us.

If you fail to comply with your duties under this section, your failure could seriously impair our ability to appropriately defend your claim and we may deny coverage under this policy.

#### **Patient Pre-Treatment Arbitration Agreements**

Claims brought by or on behalf of your patients pursuant to a pre-treatment arbitration agreement (patient agreements) are subject to the following conditions:

(1) The patient pre-treatment arbitration agreement in effect between you and the patient must be an agreement provided by or acceptable to us.

(2) We have the right to exercise all of your rights under such agreement including the choice of arbitrators and the conduct of the arbitration proceedings.

(3) If other defendants are named in the claim or lawsuit against you who are not parties to the patient pre-treatment arbitration agreement, we may decline to arbitrate and will defend the claim in such manner as we deem appropriate.

(4) Under the arbitration agreement, we have the right to settle any claim or lawsuit against you without your prior consent.

**Violations of law**

We'll cover you for claims for civil damages resulting from your violation of laws governing the standards of care in your medical practice and your duties to your patients, but we won't cover any claims for your acts which are in violation of any other law, statute, ordinance or regulation except as provided in section C. Other Defense Costs-Only Coverages.

**COVERAGES****A. Medical Professional Liability Coverages**

**Individual coverage.** We'll cover you for claims for civil damages brought by or on behalf of your patients resulting from:

(1) your direct liability for you personally providing, or failing to provide, medical professional services to your patients. Patients include persons to whom you personally provided medical care and patients of others who have been referred to you for consultation or medical care.

(2) your vicarious liability for providing, or failing to provide, medical professional services to patients by anyone for whose acts you're legally responsible, except other physicians or surgeons unless otherwise provided in this policy or its endorsements.

*For example, we'll cover your liability for the acts of your nurse working under your supervision. But we won't cover your vicarious liability for a physician who is your employee, partner or a member of your medical practice or a physician who provides medical professional services as an independent contractor.*

**Refusal to treat; abandonment coverage.** We'll cover you for claims for civil damages arising out of allegations of wrongful transfer, refusal to treat or to accept a person as a patient, or for wrongful termination or abandonment of the care and treatment of a patient including claims for alleged violations of the Emergency Medical Treatment and Active Labor Act (EMTALA), but we won't pay any fines or penalties levied for EMTALA violation.

**Good samaritan coverage.** We'll cover you for claims for civil damages arising out of providing, or failing to provide, medical professional services to any injured person at the scene of an accident or emergency and/or failure to provide or arrange for further medical treatment for the injured person.

**Volunteer coverage.** We'll cover you for claims for civil damages arising out of your providing, or failing to provide, medical professional services to anyone for and at the request

of a hospital, school, religious entity, non-profit organization, or state or local governmental agency for which neither the requesting entity or organization nor you expect, charge or receive any compensation.

**Clinical trials coverage.** We'll cover you for claims for civil damages resulting from your medical professional services to your patients arising out of their participation in FDA approved clinical trials conducted by you. But we won't provide coverage for claims arising out of a defect, deficiency, inadequacy or dangerous condition in a product under clinical trial investigation.

Insurance under this coverage is excess of and payable only after all other valid insurance and self-insurance limits of coverage have been exhausted paying settlements and judgments.

**Vicarious liability for medical students and residents coverage.** We'll cover you for your vicarious liability for providing, or failing to provide, medical professional services by medical students and/or residents when working in your medical practice under your supervision and while acting within the scope of a program approved by their educational institution.

Insurance under this coverage is excess of and payable only after all other valid insurance and self-insurance limits of coverage have been exhausted paying settlements and judgments.

**Informed consent coverage.** We'll cover you for claims for civil damages arising from an allegation that you failed to obtain valid informed consent.

**Personal injury coverage.** We'll cover you for claims for civil damages arising out of personal injury to your patients resulting from:

- a. false arrest, detention or imprisonment;
- b. libel, slander or defamation of character;
- c. violation of an individual's right to privacy; and
- d. mental anguish, mental shock or humiliation.

But, we won't pay damages for personal injury arising out of sexual misconduct.

**Medical Director administrative services coverage.** We'll cover you as a medical director of a Health Care Entity for civil damages arising out of your Administrative Services pursuant to a valid written agreement. For the purposes of this Medical Director administrative services coverage, a "Health Care Entity" is an organization whose primary purpose is to provide

healthcare services to patients. A Health Care Entity does not include a health maintenance organization, preferred provider organization or an insurance company. However, for claims arising out of a related to your administrative duties as Medical Director, we won't cover you for any claims for damages for healthcare services provided or withheld by you to any person, or for any claims for damages you may incur related to or resulting from the direction or supervision of others regarding healthcare to any person, or for any claims related to access to, limitation of, or denial of healthcare to any person.

"Administrative Services" means services which are solely administrative in nature and are performed for a Health Care Entity such as developing staffing plans, providing recommendations to others regarding equipment purchased and maintenance, development of clinical protocols, or providing guidance on quality assurance.

Administrative Services do not include the services of any other agents, employees or independent contractors of any Health Care Entity, nor any services as a director, officer or trustee of the organization, or managerial services related in any way to employment, or to the execution of any contract.

The healthcare entity for which you provide administrative services as a Medical Director is not an insured under this policy.

Insurance under this coverage is excess of and payable only after all other valid insurance and self-insurance limits of coverage have been exhausted paying settlements and judgments.

**Sexual misconduct defense.** We'll defend you against claims for civil damages arising out of your alleged sexual misconduct with your patients who are not your employees. We'll pay the legal fees, costs and expenses of such defense. But, we won't pay any judgment, settlement, fine or penalty amount resulting wholly or partially from your sexual misconduct. This limitation applies even if it is contended that such sexual misconduct occurred in the course of providing medical professional services. By sexual misconduct we mean any sexual act, intimacy, assault, molestation, harassment, exploitation, or any treatment, procedure, conduct, or behavior which is considered to be undue sexual familiarity.

**Medical information disclosure coverage.** We'll cover you for claims for civil damages resulting from the wrongful or unauthorized disclosure of patient confidential or privileged medical information to persons who are not otherwise entitled to it including claims for alleged violations of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) related to patient privacy, but we won't pay any fines or

penalties levied for HIPAA violation.

**Limited contractual coverage.** We'll cover you for claims for indemnification resulting from written contracts in which you agree to indemnify and hold harmless a healthcare entity for its expenses resulting solely from your alleged negligent providing, or failing to provide, medical professional services to your patients. But the healthcare entity does not become an insured under this policy even if you agree to this in the contract. For the purposes of this coverage, by healthcare entity we mean an organization whose primary purpose is to provide healthcare services to patients. Healthcare entities include hospitals, community health clinics, outpatient medical entities, health maintenance organizations and other managed healthcare organizations. Healthcare entities do not include federal, state, county and municipal governmental entities, insurance companies, skilled nursing or assisted living facilities, nor any entity whose primary business activity is not the delivery of healthcare services to patients.

Regardless of the terms of your contract with the healthcare entity, we won't cover any claims for damages or indemnification:

- (1) incurred by the healthcare entity when you were not solely negligent, or
- (2) incurred by the healthcare entity arising out of its own or others' alleged negligence, or
- (3) incurred by the healthcare entity for claims for which you are not covered under this policy.

*For example, up to the limits of your coverage, we'll reimburse a healthcare entity found liable for a covered patient injury resulting solely from your negligence. But we won't pay any damages or expenses for it being found liable in denying access to treatment.*

**Quality assurance coverage.** We'll cover you for your quality assurance activities when performed for the purposes of evaluating and improving the quality of healthcare services and for patient safety. We'll cover you when you participate as a member, a witness or a clinical practice advisor of a formal credentialing, peer review, or quality assurance board or committee formed by an organization for the purposes of improvement of patient safety or the quality of healthcare services delivered to patients. Quality assurance activities do not include your compensated services to an organization which reviews utilization, necessity and treatment issues related to controlling healthcare costs unless added by endorsement.

Insurance under this coverage is excess of and payable only after all other valid insurance and self-insurance limits of coverage have been exhausted paying settlements and judgments.

*For example, Dr. Smith applies for staff privileges at the hospital where you serve on the committee responsible for reviewing privileges. After investigation, the committee lawfully recommends not to grant privileges. Dr. Smith sues you, other committee members, and the Board of Directors of the hospital. We'll defend you and cover any amount you are required to pay, in excess of any other coverage for you from the hospital, up to the limits of your coverage.*

**Referral or consultation coverage.** We'll cover claims for civil damages arising out of an allegation that you were negligent in recommending a physician or surgeon or other healthcare provider with whom you consulted or to whom you referred your patient for medical professional services.

**Electronic medical records coverage.** We'll cover claims for civil damages arising out of an allegation that you were negligent in placing, or causing to be placed, erroneous medical information in a medical chart or in an electronic medical record. We'll also cover you because of your reliance upon erroneous medical information in a medical chart or in an electronic medical record.

**Electronic media coverage.** We'll cover claims for civil damages arising out of your providing or failing to provide medical professional services to your patients through Internet based (including e-mail), interactive teleconferencing, interactive videoconferencing or other electronic media in those states in which you are properly licensed as a medical professional. But we won't cover you for claims for civil damages you may incur for medical professional services provided by others through such media communications unless otherwise provided in this policy or its endorsements.

**Punitive damages coverage.** We'll cover you for punitive damages, if assessed as part of a judgment against you for a claim covered by this policy and if our payment of punitive damages is not otherwise prohibited in your state, but we won't pay more than the limits of liability that apply.

**Blanket locum tenens coverage.** We'll provide up to 60 days of coverage during the policy period for duly licensed substitute physicians working in your place or non-physicians in the place of one of your employees covered by this policy on a temporary basis due to vacation, illness or other non-routine absence from your practice, but only if the contract with the temporary substitute person specifies that you will provide insurance coverage. A locum tenens substitute person must

have the same requisite license and qualifications as the person he or she is replacing. You cannot claim a "Leave of absence benefit" and employ a locum tenens physician. We won't cover temporary **additional** persons under this coverage.

We'll also provide coverage for a locum tenens substitute who was covered previously as a temporary substitute under the provisions of another insurer's prior claims-made policy maintained by you on or after the retroactive date stated in this policy.

This coverage does not increase the limits of your coverage. Your temporary locum tenens substitute shares the limits of your coverage.

Insurance under this coverage is excess of and payable only after all other valid insurance and self-insurance limits of coverage have been exhausted paying settlements and judgments.

## B. Professional Organization Coverages

**Organization coverage.** We'll cover your professional organization for claims for civil damages made against it resulting from the providing, or failing to provide, medical professional services to patients by covered persons for whose acts it is legally responsible. By "professional organization," we mean your proprietorship, partnership, professional association, or corporation. Your covered organization(s) share in the Limits of your coverage for no additional premium. You may purchase separate limits of coverage for your organization. If you do, we'll add the coverage by endorsement for an additional premium.

**New associate(s) coverage.** We'll cover, for a period of 30 days, any duly licensed physician or surgeon who becomes a partner, associate or employee of your professional organization during the policy period if you notify us of such individual and submit a completed application within 15 days of employment or association of that individual. We reserve our right to deny continuing coverage to such individual once underwriting information is reviewed by us. The limits of liability applicable to such individual are \$1,000,000 Each Loss Limit and \$1,000,000 Aggregate Limit for the 30-day period regardless of the limits on the Declarations Page. The retroactive date of this coverage shall be the date of employment and is limited to medical professional services provided or withheld in the course of employment with you.

**Sexual misconduct coverage for organizations.** We'll cover your professional organization for claims for civil damages against it arising out of the vicarious liability incurred by the professional organization to which two or more physicians or surgeons belong, resulting from the sexual misconduct of a person for whose acts it is legally liable. We will not cover claims against the organization if only one physician or surgeon is a member. We will not cover claims the professional organization incurs arising out of sexual misconduct against employees.

*For example, the organization may be protected for its vicarious liability for a physician who commits sexual misconduct against a patient, but we won't provide coverage for the organization because of the physician's sexual misconduct against your employee nurse.*

In applying limits of liability, all acts of sexual misconduct toward one person will be considered to be one loss. This organization coverage does not apply to any sexual misconduct which occurred after management knew, or reasonably should have known and failed to promptly investigate, or investigated but failed to act to stop such sexual misconduct.

**Chief administrative employee coverage.** For claims covered by this policy, your chief administrative management employee, by whatever title, is an additional insured person while acting within the scope of his/her duties. This coverage does not increase the limits of coverage of the policy. This employee shares the professional organization limits of coverage. If no professional organization is insured, this employee shares your individual limits of coverage.

**Employee coverage.** We'll extend your coverage to apply to all non-medical employees and also to certain medical professional employees while acting within the scope of their employment for you and while working under your supervision. **But, we won't cover the following employees unless these employees pay an additional premium and are added to your policy by endorsement:**

- \*physician/surgeon assistants
- \*certified nurse practitioners
- \*employees who administer anesthesia
- \*nurse midwives
- \*medical doctors
- \*osteopaths
- \*podiatrists
- \*chiropractors
- \*dentists
- \*psychologists
- \*employees covered by a Separate Limits Endorsement

If you purchase an endorsement for separate limits of coverage for your organization, we'll extend coverage to also apply to physician/surgeon assistants and certified nurse practitioners without payment of additional premium for those employees.

This coverage does not increase the limits of your policy. These employees share the professional organization limits of coverage. If no professional organization is insured, these employees share your individual limits of coverage.

The endorsement(s) to provide separate or shared limits coverage for certain specified medical professional employees will supercede the terms of this employee section of the policy.

Insurance under this coverage is excess of and payable only after all other valid insurance and self-insurance limits of coverage have been exhausted paying settlements and judgments.

**Medical office premises liability coverage.** We'll cover you for claims for civil damages because of bodily injury, property damage, or personal injury to your patients caused by an accident or injury arising out of the ownership, maintenance or occupancy of your medical office.

Insurance under this coverage is excess of and payable only after all other valid insurance and self-insurance limits of coverage have been exhausted paying settlements and judgments.

**C. Other Defense Costs-Only Coverages**

We'll provide **defense costs-only** coverage as listed below. We won't pay any judgments, settlements, reimbursements, fines or penalties for these Other defense costs-only coverages. The Limits of coverage on the Declarations page **do not apply** to these Other defense costs-only coverages; **nor** does the Supplementary payments section apply.

These Other defense costs-only coverages have stated limits of defense costs-only coverage. Unless otherwise specified in endorsements to the policy, the most we'll pay to defend you under any one coverage in this Other defense costs-only coverages section is \$50,000. The most we'll pay for defense costs under all coverages combined in this Other defense costs-only coverages section during the policy period is \$100,000.

No claims may be made under this Other defense costs-only coverages section for which there is either knowledge of or commencement of a proceeding or action prior to the inception date of this policy.

**Medicare/Medicaid billing compliance defense costs-only coverage.** We'll defend you by providing **audit expense** and **legal defense** benefits for a civil action or administrative proceeding brought against you involving an alleged erroneous but non-fraudulent violation of any Medicare or Medicaid laws, rules or regulations relating to reimbursement for medical services.

An **Audit Expense Claim** must result from (1) a request by a Medicare/Medicaid authority or its representative to review patient records, or (2) a request by the same for the refund of a prior payment.

A **Legal Defense Claim** must result from a formal notice from a Medicare/Medicaid authority or its representative intending (a) to impose a civil monetary penalty, (b) to seek additional monetary damages, (c) to exclude you from the Medicare/Medicaid program, (d) to suspend future Medicare/Medicaid reimbursements, or (e) to initiate a formal investigation.

Either claim, **audit expense** or **legal defense**, must be reported to us by a protected person for the first time during the policy period.

**Subject to a deductible of \$1,000 for each claim**, the most we'll pay during the policy period for **audit expense** is \$20,000 and the most we'll pay for **legal defense** is \$30,000 regardless of the number of insured persons, number of claims, or number of billing charges involved in the investigation or proceeding.

**Medical license and other administrative defense costs-only coverage.** We'll defend you if you become subject to any formal action, hearing or proceeding before any governmental board, peer review organization (PRO), committee, agency or regulatory authority for matters of medical licensing, quality assurance, regulation and professional conduct or discipline which arise from a medical professional liability claim covered under this policy.

**Clinical privileges defense costs-only coverage.** We'll defend you if you become subject to any formal action, hearing or proceeding before any hospital board or committee, or other healthcare organization for matters of clinical privileges which arise from a medical professional liability claim covered under this policy.

**Biomedical waste disposal defense costs-only coverage.** We'll defend you for claims for bodily injury or property damage allegedly resulting out of your medical practice operations for biomedical waste disposal. Such operations include handling, storage, treatment, transportation, processing

or disposal of biomedical waste. Biomedical waste includes pathological waste, biological waste, cultures and stocks of infectious agents, contaminated animal carcasses and body parts, chemotherapy waste, and discarded medical materials and equipment such as needles, scalpel blades and clamps.

Biomedical waste does not include hazardous waste or radioactive waste. We won't pay for any costs you incur for monitoring, cleaning up, containing, treating, detoxifying or neutralizing any biomedical waste, hazardous waste or radioactive waste.

**OSHA defense costs-only coverage.** We'll defend you during an investigation by the Occupational Safety and Health Administration (OSHA) for the purpose of determining deficiencies in your office practice. Notice of the investigation must be received by you during the policy period.

**ADA defense costs-only coverage.** We'll defend you against patient claims for alleged violations of the Americans with Disabilities Act (ADA) if the allegations concern either: (1) the physical accessibility or construction of your medical office premises; or (2) a refusal to provide medical professional services to a disabled person.

#### **D. Termination by Managed Care Organization - legal costs.**

We'll reimburse legal costs you incur up to \$25,000 when a final decision is rendered by a court or an arbitrator that a managed care organization terminated its provider contract with you for the sole reason that you advocated appropriate medical care with or on behalf of your patients. But, we won't provide legal representation for you under this coverage.

#### **E. Emergency First Aid Coverage**

We'll reimburse you for your out-of-pocket expenses up to \$5,000 each person for emergency medical expenses due to a bodily injury caused by an accident on your medical office or outpatient surgical premises regardless of fault. We won't reimburse you for emergency medical expenses for you, your employees, or physician associates.

Insurance under this coverage is excess of and payable only after all other valid insurance and self-insurance limits of coverage have been exhausted paying settlements and judgments.

## ADDITIONAL BENEFITS

### Optional reporting endorsement

Your medical practice coverage may end because you or we choose to cancel or not renew it. If this happens, you have the right to buy an optional reporting endorsement that extends the time for reporting claims. If you owe us premium at termination, you must first pay us the premium owed before you can exercise your right to buy this endorsement.

A claim must meet two requirements to be covered under the reporting endorsement:

- (1) the claim must result from a covered activity provided or withheld on or after your retroactive date and before your coverage ended; and
- (2) the claim must be reported to us by you for the first time while the reporting endorsement is in effect.

Your written request and premium payment for this option to purchase the reporting endorsement must be made within 30 days after your coverage ends. The premium will be based on the rules and rating plans we're using on the first day of the current policy period. This option may be exercised by any protected person or organization on behalf of another.

*For example, you and Dr. Brown are insured under the same policy which includes SHARED limits for your organization. Dr. Brown resigns to practice medicine in another state. When Dr. Brown's individual coverage ends, no claims can be made under the policy for Dr. Brown or for the organization for its vicarious liability from Dr. Brown's acts. If Dr. Brown buys a reporting endorsement, he and the organization may share in the limits of coverage provided by the reporting endorsement. If Dr. Brown chooses not to buy a reporting endorsement, then the organization may choose to insure its vicarious liability by paying an additional premium. If neither the organization nor Dr. Brown purchase coverage to extend the time for reporting claims, then coverage ends for both Dr. Brown and the organization for his acts.*

### Death or disability benefit

If you are a physician or surgeon listed in the "Who's protected" section of the Declarations Page or an employee specifically named on a separate limit employee endorsement attached to this policy and you die or become disabled while this policy is in effect, we'll issue the reporting endorsement without requiring the payment of any additional premium. By disability, we mean total and permanent disability resulting in your complete inability to practice medicine due to sickness or

injury. In order to qualify, disability must continue for a period of six (6) consecutive months while your policy is in effect.

If you have tested seropositive for Human Immunodeficiency Virus (HIV) and decide to fully retire from the practice of medicine, you are eligible for total and permanent disability. No waiting period is required. Upon acceptable confirmation, we will terminate your policy and issue the optional reporting endorsement without requiring payment of any additional premium.

In order to obtain a waiver of the premium for the reporting endorsement, acceptable proof of your death or disability must be sent to us in writing.

**Recovery from disability.** If you recover from total and permanent disability and return to the practice of medicine, either full-time or part-time, you may apply for reinstatement of your policy according to the rules and rating plans we are using at the time.

### Leave of absence benefit

If you are a physician or surgeon listed in the "Who's protected" section of the Declarations Page or an employee specifically named on a separate limit employee endorsement attached to this policy, you may take leave(s) of absence from the practice of medicine for any reason(s) up to a total of twelve (12) months while insured with us. The leave of absence must be for a continuous period of more than 45 days and commence only after you have been continuously insured with us for at least one year immediately preceding the leave of absence. The most we will allow for the sum of all leaves of absence while you are insured is twelve months. We'll waive your premium payments during your leave(s). You cannot employ a locum tenens substitute while taking advantage of this benefit. You must notify us upon your return to practice.

### Retirement benefit

If you are a physician or surgeon listed in the "Who's protected" section of the Declarations Page or an employee specifically named on a separate limit employee endorsement attached to this policy, we'll issue the reporting endorsement without requiring the payment of any additional premium if you have:

- (1) fully and permanently retired from the practice of medicine; and
- (2) been continuously insured with us for at least five years immediately preceding your retirement; and
- (3) attained the age of 55, and

Policy Number: PSL 1800044 07

MAG MUTUAL INSURANCE COMPANY

- (4) met your premium payment(s) obligation.
- (5) For those meeting requirements (1), (3) and (4) above, but not (2), a 20% credit will be applied to the reporting endorsement premium for each complete year you have been continuously insured with us immediately preceding your retirement.

**Return to practice.** Notify us if you resume the practice of medicine, either full-time or part-time, and you may apply for reinstatement of your policy according to the rules and rating plans we are using at the time.

In order to receive the retirement benefit for the reporting endorsement, proof of your retirement must be sent to us in writing promptly following your retirement.

This retirement benefit is not applicable to reporting endorsements for organizations. Separate limits for organizations can be maintained under a reporting endorsement by the payment of premium for such extended coverage.

ELECTRONICALLY FILED - 2022 May 27 11:22 AM - YORK - COMMON PLEAS - CASE#2009CP4605195

## GENERAL RULES FOR THIS POLICY

### Special rights and duties

The individual or organization to whom this policy is issued and who is listed under the "**Policy issued to**" section of the Declarations Page has special rights and duties. These special rights and duties are explained in the following sections of the General Rules:

- \*Premium and risk classification
- \*Policy changes
- \*Mutual insurance company (3) "dividends"
- \*Cancellation provisions

### Your policy period

All references to time mean the time at the mailing address of the person or organization to whom this policy is issued shown on the Declarations Page.

This policy begins at 12:01 a.m. on the effective date. If this policy replaces a policy ending at noon, rather than 12:01 a.m., you'll be covered at noon when coverage under the old policy ends.

Any endorsement added to this policy after its effective date becomes effective at 12:01 a.m. on the date shown on the added endorsement, unless specifically indicated otherwise.

Your policy will end at 12:01 a.m. on the expiration date. If all or part of this policy is cancelled for any reason before that date, the policy or that part of the policy will end at 12:01 a.m. on the cancellation date.

### Other insurance

A medical practice claim that's covered under this policy may also be covered under other insurance available to you, either with this Company or other companies. Insurance under this policy is excess of and payable only after all other valid insurance and self-insurance limits of coverage have been exhausted paying settlements and judgements. If all other valid insurance and self-insurance limits of coverage are excess, we'll pay that portion of your loss which the Each Loss Limit of your coverage under this policy is to the total of all limits that apply. But we won't pay more than the limits of your coverage under this policy.

### Premiums and risk classification

We calculate the premium for your risk classification for this policy using information available at the time. If the information is incomplete or incorrect, we have the right to recalculate your premium. The individual or organization listed under "Policy issued to" has a duty to pay this premium or we won't be obligated under this policy. You also have a duty to notify us in writing within 30 days if your medical practice

changes so we can determine your risk classification and what premium you owe us. We have the right to adjust premiums at any time based on rates and rating plans in effect at the time.

### Premium audit

You must keep accurate records of the information we'll need to calculate your premium. You agree to send us copies of these records at any time we request them.

### Policy changes

This policy can only be changed by a written endorsement which is made a part of the policy. The endorsement must be countersigned by one of our Authorized Representatives.

Nothing else, including notice to any employee or officer of the Company or knowledge by them or anyone else, or statements or promises by them or anyone else, will change this policy or waive any of its terms or stop us from asserting any of our rights under it.

We may make changes in our standard insurance policy forms from time to time. These changes must conform to state law and are filed with the state commissioner of insurance. The changes may either broaden or restrict your coverage. While your policy is in effect, you will automatically receive the benefit of any broadened coverage, if we can make the changes to your policy without increasing your premium. If we make changes which are more restrictive, you won't be affected until your policy is renewed. We'll notify the individual or organization listed under "Policy issued to" of the more restrictive changes 45 days before they become effective under your renewal policy.

### Assignment and transfer

Neither you nor anyone else covered under this policy can assign or turn over any interest related to this policy or coverage without our written consent attached to this policy.

But if you die, your interest will transfer to your legal representative, and he or she will be covered until the end of the policy period.

### Recovering damages from a third party

Any individual or organization covered under this policy may have the right to recover all or part of a loss from someone other than us. Because of this, each covered individual or organization must do all that's possible to preserve any right of recovery available. If we make a payment under this policy, that right of recovery will belong to us. If we recover more than we've paid, the excess will belong to whomever had the loss. But we'll deduct our expenses first.

### **Fraud and misrepresentation**

We expect you to be completely honest and candid with us. We have relied on your representations to determine your premium and eligibility for issuance or renewal of this insurance.

If any protected individual conceals or fails to disclose any important information, misleads us, or attempts to defraud or lie to us about any matter concerning this insurance, either before or after a claim, we may deny coverage under this policy.

### **How state law affects this policy**

This policy is issued according to laws of the state shown in the mailing address of the person or organization to whom this policy is issued shown on the Declarations Page. Any part of this policy that conflicts with the law in that state is automatically changed to conform to that law.

### **Suits against us**

You agree not to sue us to recover under this policy unless you've lived up to all its terms. You agree not to sue us until the amount of your liability to others has been finally determined either by trial or by a written agreement signed by us and by the party making a claim against you. Once your liability has been determined by judgment or by written settlement agreement, the party making the claim may be able to recover under this policy, up to the limits of your coverage. If you do sue us, you agree to do so within 12 months from the date your liability to others has been finally determined, but in no event after three (3) years from the end of the policy period during which the dispute arises.

### **Mutual insurance company**

Mutual insurance companies have special rules which govern their organization, membership, and insurance policies. The following rules apply to and are a part of this policy:

- (1) this policy is nonassessable.
- (2) Each individual listed in the "Who's protected" section of the Declarations Page is a member of the Company and, as such, entitled to cast one vote each, either in person or by proxy, at any and all member meetings of the Company. The annual meeting of members will be held each year upon such date, time and place as may be determined by the Company's Board of Directors. Notice of the date, time and place of the annual meeting will be sent to all members according to applicable laws.
- (3) This policy is participating with respect to any distribution of dividends to the extent and in the manner such dividends may be declared by our Board of Directors. Any distribution of dividends will be made to the individual or organization to whom this policy is issued and who is listed under the "Policy issued to" section of the Declarations Page.

### **Policy territory**

This insurance applies to medical professional services provided or withheld in any jurisdiction in which you are properly licensed as a medical professional. But the claim or lawsuit must be filed within the United States of America its territories or possessions, Puerto Rico or Canada.

**Cancellation provisions**

You can cancel this policy in whole or in part at any time. We can also cancel this policy, but our right to cancel has some restrictions which are described below.

**How you can cancel.** To cancel this policy or any part of it, you must deliver the policy, or the part you want cancelled to us or any of our authorized agents. If this isn't possible, notify us by mail and include the future date you want coverage to end. You'll get a refund for the unused premium, calculated according to short-rate tables or formulas in our rating plan filed with the Commissioner of Insurance.

**How we can cancel.** (a) If your policy is a renewal or has been in effect 90 days or more, we can cancel prior to the expiration date for any of the following reasons.

- (1) Non-payment of premium;
- (2) Material representation of fact which, if known to us, would have caused us not to issue the policy;
- (3) Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the policy;
- (4) Substantial breaches of contractual duties, conditions, or warranties; or
- (5) Loss of our reinsurance covering all or a significant portion of the risk, or where continuation of the policy would imperil our solvency or place us in violation of the insurance laws of

the State. Prior to cancellation for this reason, we shall notify the Commissioner at least 60 days before your coverage will end.


(b) Cancellation under item (1) of subsection (a), nonpayment of premium, is not effective unless written notice of cancellation has been delivered or mailed to you not less than 10 days prior to the proposed effective date of cancellation. Cancellation under items (2) through (5) of subsection (a) of this section is not effective unless written notice of cancellation has been delivered or mailed to you not less than 30 days prior to the proposed effective date of cancellation. Notice of cancellation shall state the precise reason for cancellation.

(c) If your policy has been in effect less than 90 days and is not a renewal, we can cancel for any reason and we'll mail notice at least 30 days before your coverage will end.

**How we can non-renew.** We agree to notify you if we intend not to renew this policy by mailing to you at the address shown in the policy, written notice of such intent not less than 30 days prior to the expiration date of this policy. Notice of non-renewal shall state the precise reason for non-renewal.

**Mailing the cancellation notice - unused premium.** Mailing of this notice to the last known address will be proof you were notified of the cancellation or non-renewal. As soon as possible, we'll return any unused premium, calculated on a daily pro-rata basis. However, the cancellation will be effective whether or not you've been paid or offered the unused premium.

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary



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**EXCLUSION FOR BARIATRIC SURGERY  
AMENDATORY ENDORSEMENT**

**MAG Mutual Insurance Company**

Policyholder Rock Hill GYN/OB Associates, PA	Policy Number PSL 1800044 07	Endorsement effective date July 1, 2009
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**This endorsement changes your policy. Please read it carefully.**

**What this endorsement does**

This endorsement excludes Bariatric surgical procedures for the treatment of obesity.

We will not cover you or your organization for any claims for civil damages resulting from or in connection with your direct or vicarious liability for providing bariatric surgical procedures for the treatment of obesity or assisting with such surgical procedures including but not limited to gastric banding, vertical banded gastroplasty, laparoscopic adjustable gastric banding (LAGB), jejunioileal bypass, biliopancreatic diversion (BPD), Roux-en-Y gastric bypass and other open or laparoscopic bariatric surgical procedures for the treatment of obesity.

This exclusion does NOT apply:

- (1) To your direct or vicarious liability as a physician or surgeon supporting, rather than performing, the surgical procedure. For example, we will provide coverage to *Anesthesiologists, Cardiologists and other specialties providing support services during the surgical procedure;* or
- (2) To your direct or vicarious liability for providing or failing to provide emergency corrective surgery to bariatric patients of other surgeons; or
- (3) To your direct or vicarious liability for providing or failing to provide follow-up medical or surgical services on an on-call or coverage basis to bariatric patients of other surgeons.

**Other terms**

This endorsement forms a part of the Multi-Peril Medical Practice Policy and is subject to all of its other terms, conditions and exclusions.

**Important: If you intend to perform bariatric surgical procedures for the treatment of obesity, please contact your agent or The Company immediately so that we might make special underwriting arrangements for your insurance coverage.**

**PROFESSIONAL ORGANIZATION  
SEPARATE LIMITS ENDORSEMENT**

**MAG Mutual Insurance Company**

Policy issued to Rock Hill GYN/OB Associates, PA	Policy number PSL 1800044 07	Endorsement effective date July 1, 2009
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**This endorsement changes your policy. Please read it carefully.**

**Who's protected**

Organization name  
Rock Hill GYN/OB Associates, PA

Class code  
809990



**What this endorsement does**

At your request and in consideration of the payment of the additional premium shown above, this endorsement provides a separate limit of coverage for the organization named in the "Who's protected" section of this endorsement and adds the additional coverages described below.

Limits of coverage	Organization Each loss limit	Organization Aggregate limit	Retroactive Date
	\$1,000,000	\$3,000,000	07/01/2002
<b>Total Limits of coverage</b>	<u>\$1,000,000</u>	<u>\$3,000,000</u>	

These limits apply separately to the organization listed in the "Who's protected" section of this endorsement. If additional organizations are named in other endorsements to the policy, those organizations SHARE in these limits. Only one Each Loss limit applies to the organization even if multiple physicians are involved in the medical professional services(s) rendered to an injured patient.

**Organization coverage.** The organization listed in the "Who's protected" section of this endorsement is covered for claims for damages resulting from the providing or withholding of medical professional services to patients by anyone for whose acts it's legally responsible, unless such coverage is limited or excluded by any other endorsement. It is also covered for its vicarious liability from employees or members who terminate individual coverage on or after the retroactive date, but only while this policy and this endorsement are in effect.

*For example, your organization has a separate limit of coverage and one of your patients sues you and your organization as the result of surgery you performed. We'll defend you and pay any judgment against you up to the limits of your individual coverage, unless this coverage is limited or excluded by some other endorsement. We'll also defend your organization and pay any judgment against it up to the Organization Each loss limit. Any other partners who are sued solely because they are members of the organization are also covered with this same Organization Each loss limit.*

**Other Terms**

This endorsement forms a part of the Multi-Peril Medical Practice Policy and is subject to all of its other terms, conditions and exclusions.

**BLANKET EMPLOYEE FOR SEPARATE  
LIMITS ORGANIZATIONS ENDORSEMENT**

**MAG Mutual Insurance Company**

Policy issued to Rock Hill GYN/OB Associates, PA	Policy number PSL 1800044 07	Endorsement effective date July 1, 2009
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**This endorsement changes your policy. Please read it carefully.**

**What this endorsement does**

This endorsement extends coverage to the medical professional employees described below. But we'll cover these employees only while acting within the scope of their employment for you and while working under your supervision.

**Who's covered**

All employees except:

- employees who administer anesthesia
- nurse midwives
- employees listed in the "Who's protected" section of the Employee Separate Limits Endorsement
- medical doctors
- osteopaths
- podiatrists
- chiropractors
- dentists

Insurance under this cover is excess of and payable only after all other valid insurance and self-insurance limits of coverage have been exhausted paying settlements and judgments.

**Limits of your coverage**

This endorsement does not increase the limits of your coverage. These employees share the organization limits of coverage.

**Other Terms**

We will extend the period for reporting claims for covered employees who terminate, but only while this endorsement and this policy are in effect.

This endorsement forms a part of the Multi-Peril Medical Practice Policy and is subject to all of its other terms, conditions and exclusions.

**PRESERVATION OF LIMITS  
ENDORSEMENT**

**MAG Mutual Insurance Company**

Policy issued to Rock Hill GYN/OB Associates, PA	Policy number PSL 1800044 07	Endorsement effective date July 1, 2009
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**This endorsement changes your policy. Please read it carefully.**

**What this endorsement does**

In consideration of the payment of the additional premium, it is agreed that limits shown below apply, but only for medical professional services provided or withheld during the period shown below.

The higher limits shown below are in addition to the limits of your coverage shown on the Declarations Page.

Who's protected	Retroactive Date	Ending Date	Higher Each Loss Limit	Aggregate Limit
Rock Hill GYN/OB Associates, PA	07/01/02	07/01/03	1,000,000	1,000,000

This endorsement will remain in effect continuously, but terminates with the policy or your termination from the policy unless you exercise your right to purchase a reporting endorsement or become eligible for a free reporting endorsement.

**Other terms**

This endorsement forms a part of the Multi-Peril Medical Practice Policy and is subject to all of its other terms, conditions and exclusions.

**CERTIFICATE OF INSURANCE**

**MAG Mutual Insurance Company**

**Certificate issued to:**

Carolinas HealthCare System  
Attn: Medical Staff Services  
P.O. Box 32861  
Charlotte NC 28232-2861

**Name and mailing address of insured:**

Barbara L. Rowland, MD  
1721 Ebenezer Road  
Suite 145  
Rock Hill, South Carolina 29730

This is to certify that MAG Mutual Insurance Company has issued a Physicians and Surgeons Professional Liability Insurance Policy to the insured listed above, subject to the provisions of the current policy contract and any endorsements.

**Policy Number:**

PSL 1800044 07

**Effective Date:**

July 1, 2009

**Expiration Date:**

July 1, 2010

**Limits**

**Each loss /Aggregate limit**

1,000,000/3,000,000

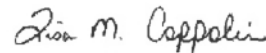
**Retroactive Date:**

07/01/2002

**TOTAL LIMITS**

1,000,000 / 3,000,000

Please inquire directly with the insured for individual restrictive endorsements that may apply. This Certificate of Insurance neither affirmatively nor negatively amends, alters or extends the coverage afforded by the policy described above. In the event of cancellation of the described policy, MAG Mutual will make reasonable effort to notify the party at whose request this certificate was issued, but MAG Mutual shall not be liable in any way for failure to give such notice.



Authorized Representative

MAG Mutual Insurance Company  
PO Box 52979  
Atlanta, GA 30355-0979

**CERTIFICATE OF INSURANCE**

**MAG Mutual Insurance Company**

**Certificate issued to:**

Piedmont Healthcare System  
Attn: Medical Staff Office  
222 S. Herlong Ave.  
Rock Hill SC 29732-1190

**Name and mailing address of insured:**

Barbara L. Rowland, MD  
1721 Ebenezer Road  
Suite 145  
Rock Hill, South Carolina 29730

This is to certify that MAG Mutual Insurance Company has issued a Physicians and Surgeons Professional Liability Insurance Policy to the insured listed above, subject to the provisions of the current policy contract and any endorsements.

**Policy Number:**

PSL 1800044 07

**Effective Date:**

July 1, 2009

**Expiration Date:**

July 1, 2010

**Limits**

**Each loss /Aggregate limit**

1,000,000/3,000,000

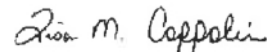
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07/01/2002

**TOTAL LIMITS**

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Authorized Representative

MAG Mutual Insurance Company  
PO Box 52979  
Atlanta, GA 30355-0979

**CERTIFICATE OF INSURANCE**

**MAG Mutual Insurance Company**

**Certificate issued to:**

Springs Memorial Hospital  
Attn: Medical Staff Office  
800 W. Meeting St.  
Lancaster SC 29720-2298

**Name and mailing address of insured:**

Barbara L. Rowland, MD  
1721 Ebenezer Road  
Suite 145  
Rock Hill, South Carolina 29730

This is to certify that MAG Mutual Insurance Company has issued a Physicians and Surgeons Professional Liability Insurance Policy to the insured listed above, subject to the provisions of the current policy contract and any endorsements.

**Policy Number:**

PSL 1800044 07

**Effective Date:**

July 1, 2009

**Expiration Date:**

July 1, 2010

**Limits**

**Each loss /Aggregate limit**

1,000,000/3,000,000

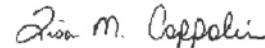
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Authorized Representative

MAG Mutual Insurance Company  
PO Box 52979  
Atlanta, GA 30355-0979

**CERTIFICATE OF INSURANCE**

**MAG Mutual Insurance Company**

**Certificate issued to:**

Surgery Center at Edgewater  
Medical Staff Svcs  
800 W Meeting St  
Lancaster SC 29720

**Name and mailing address of insured:**

Barbara L. Rowland, MD  
1721 Ebenezer Road  
Suite 145  
Rock Hill, South Carolina 29730

This is to certify that MAG Mutual Insurance Company has issued a Physicians and Surgeons Professional Liability Insurance Policy to the insured listed above, subject to the provisions of the current policy contract and any endorsements.

**Policy Number:**

PSL 1800044 07

**Effective Date:**

July 1, 2009

**Expiration Date:**

July 1, 2010

**Limits**

**Each loss /Aggregate limit**

1,000,000/3,000,000

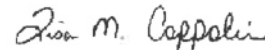
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07/01/2002

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Authorized Representative

MAG Mutual Insurance Company  
PO Box 52979  
Atlanta, GA 30355-0979

**CERTIFICATE OF INSURANCE**

**MAG Mutual Insurance Company**

**Certificate issued to:**

Carolinas HealthCare System  
Attn: Medical Staff Services  
P.O. Box 32861  
Charlotte NC 28232-2861

**Name and mailing address of insured:**

Christopher B. Benson, MD  
1721 Ebenezer Road  
Suite 145  
Rock Hill, South Carolina 29732

This is to certify that MAG Mutual Insurance Company has issued a Physicians and Surgeons Professional Liability Insurance Policy to the insured listed above, subject to the provisions of the current policy contract and any endorsements.

**Policy Number:**

PSL 1800044 07

**Effective Date:**

July 1, 2009

**Expiration Date:**

July 1, 2010

**Limits**

**Each loss /Aggregate limit**

1,000,000/3,000,000

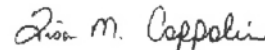
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Authorized Representative

MAG Mutual Insurance Company  
PO Box 52979  
Atlanta, GA 30355-0979

**CERTIFICATE OF INSURANCE**

**MAG Mutual Insurance Company**

**Certificate issued to:**

Piedmont Healthcare System  
Attn: Medical Staff Office  
222 S. Herlong Ave.  
Rock Hill SC 29732-1190

**Name and mailing address of insured:**

Christopher B. Benson, MD  
1721 Ebenezer Road  
Suite 145  
Rock Hill, South Carolina 29732

This is to certify that MAG Mutual Insurance Company has issued a Physicians and Surgeons Professional Liability Insurance Policy to the insured listed above, subject to the provisions of the current policy contract and any endorsements.

**Policy Number:**

PSL 1800044 07

**Effective Date:**

July 1, 2009

**Expiration Date:**

July 1, 2010

**Limits**

**Each loss /Aggregate limit**

1,000,000/3,000,000

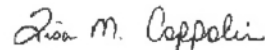
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07/01/2002

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Authorized Representative

MAG Mutual Insurance Company  
PO Box 52979  
Atlanta, GA 30355-0979

**CERTIFICATE OF INSURANCE**

**MAG Mutual Insurance Company**

**Certificate issued to:**

Surgery Center at Edgewater  
Medical Staff Svcs  
800 W Meeting St  
Lancaster SC 29720

**Name and mailing address of insured:**

Christopher B. Benson, MD  
1721 Ebenezer Road  
Suite 145  
Rock Hill, South Carolina 29732

This is to certify that MAG Mutual Insurance Company has issued a Physicians and Surgeons Professional Liability Insurance Policy to the insured listed above, subject to the provisions of the current policy contract and any endorsements.

**Policy Number:**

PSL 1800044 07

**Effective Date:**

July 1, 2009

**Expiration Date:**

July 1, 2010

**Limits**

**Each loss /Aggregate limit**

1,000,000/3,000,000

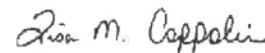
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Authorized Representative

MAG Mutual Insurance Company  
PO Box 52979  
Atlanta, GA 30355-0979

**CERTIFICATE OF INSURANCE**

**MAG Mutual Insurance Company**

**Certificate issued to:**

South Fulton Medical Center  
Attn: Medical Staff Office  
1170 Cleveland Avenue  
East Point GA 30344

**Name and mailing address of insured:**

Gregory A. Miller, MD  
1721 Ebenezer Road  
Suite 145  
Rock Hill, South Carolina 29732

This is to certify that MAG Mutual Insurance Company has issued a Physicians and Surgeons Professional Liability Insurance Policy to the insured listed above, subject to the provisions of the current policy contract and any endorsements.

**Policy Number:**

PSL 1800044 07

**Effective Date:**

July 1, 2009

**Expiration Date:**

July 1, 2010

**Limits**

**Each loss /Aggregate limit**

1,000,000/3,000,000

**Retroactive Date:**

07/01/2002

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*Zina M. Cappolici*

Authorized Representative

MAG Mutual Insurance Company  
PO Box 52979  
Atlanta, GA 30355-0979

**CERTIFICATE OF INSURANCE**

**MAG Mutual Insurance Company**

**Certificate issued to:**

Carolinas HealthCare System  
Attn: Medical Staff Services  
P.O. Box 32861  
Charlotte NC 28232-2861

**Name and mailing address of insured:**

Gregory A. Miller, MD  
1721 Ebenezer Road  
Suite 145  
Rock Hill, South Carolina 29732

This is to certify that MAG Mutual Insurance Company has issued a Physicians and Surgeons Professional Liability Insurance Policy to the insured listed above, subject to the provisions of the current policy contract and any endorsements.

**Policy Number:**

PSL 1800044 07

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July 1, 2010

**Limits**

**Each loss /Aggregate limit**

1,000,000/3,000,000

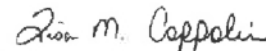
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PO Box 52979  
Atlanta, GA 30355-0979

ELECTRONICALLY FILED - 2022 May 27 11:22 AM - YORK - COMMON PLEAS - CASE#2009CP4605195

**CERTIFICATE OF INSURANCE**

**MAG Mutual Insurance Company**

**Certificate issued to:**

Piedmont Healthcare System  
Attn: Medical Staff Office  
222 S. Herlong Ave.  
Rock Hill SC 29732-1190

**Name and mailing address of insured:**

Gregory A. Miller, MD  
1721 Ebenezer Road  
Suite 145  
Rock Hill, South Carolina 29732

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**Policy Number:**

PSL 1800044 07

**Effective Date:**

July 1, 2009

**Expiration Date:**

July 1, 2010

**Limits**

Each loss /Aggregate limit

1,000,000/3,000,000

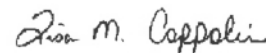
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Authorized Representative

MAG Mutual Insurance Company  
PO Box 52979  
Atlanta, GA 30355-0979

**CERTIFICATE OF INSURANCE**

**MAG Mutual Insurance Company**

**Certificate issued to:**

Springs Memorial Hospital  
Attn: Medical Staff Office  
800 W. Meeting St.  
Lancaster SC 29720-2298

**Name and mailing address of insured:**

Gregory A. Miller, MD  
1721 Ebenezer Road  
Suite 145  
Rock Hill, South Carolina 29732

This is to certify that MAG Mutual Insurance Company has issued a Physicians and Surgeons Professional Liability Insurance Policy to the insured listed above, subject to the provisions of the current policy contract and any endorsements.

**Policy Number:**

PSL 1800044 07

**Effective Date:**

July 1, 2009

**Expiration Date:**

July 1, 2010

**Limits**

**Each loss /Aggregate limit**

1,000,000/3,000,000

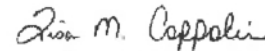
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Authorized Representative

MAG Mutual Insurance Company  
PO Box 52979  
Atlanta, GA 30355-0979

**CERTIFICATE OF INSURANCE**

**MAG Mutual Insurance Company**

**Certificate issued to:**

Surgery Center at Edgewater  
Medical Staff Svcs  
800 W Meeting St  
Lancaster SC 29720

**Name and mailing address of insured:**

Gregory A. Miller, MD  
1721 Ebenezer Road  
Suite 145  
Rock Hill, South Carolina 29732

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**Each loss /Aggregate limit**

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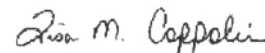
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Authorized Representative

MAG Mutual Insurance Company  
PO Box 52979  
Atlanta, GA 30355-0979

**CERTIFICATE OF INSURANCE**

**MAG Mutual Insurance Company**

**Certificate issued to:**

Carolinas HealthCare System  
Attn: Medical Staff Services  
P.O. Box 32861  
Charlotte NC 28232-2861

**Name and mailing address of insured:**

Joe C. Robinson, MD  
1721 Ebenezer Road  
Suite 145  
Rock Hill, South Carolina 29732

This is to certify that MAG Mutual Insurance Company has issued a Physicians and Surgeons Professional Liability Insurance Policy to the insured listed above, subject to the provisions of the current policy contract and any endorsements.

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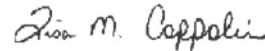
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Authorized Representative

MAG Mutual Insurance Company  
PO Box 52979  
Atlanta, GA 30355-0979

**CERTIFICATE OF INSURANCE**

**MAG Mutual Insurance Company**

**Certificate issued to:**

Piedmont Healthcare System  
Attn: Medical Staff Office  
222 S. Herlong Ave.  
Rock Hill SC 29732-1190

**Name and mailing address of insured:**

Joe C. Robinson, MD  
1721 Ebenezer Road  
Suite 145  
Rock Hill, South Carolina 29732

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**Policy Number:**

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**Effective Date:**

July 1, 2009

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**Limits**

**Each loss /Aggregate limit**

1,000,000/3,000,000

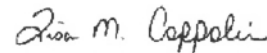
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Authorized Representative

MAG Mutual Insurance Company  
PO Box 52979  
Atlanta, GA 30355-0979

**CERTIFICATE OF INSURANCE**

**MAG Mutual Insurance Company**

**Certificate issued to:**

Carolinas HealthCare System  
Attn: Medical Staff Services  
P.O. Box 32861  
Charlotte NC 28232-2861

**Name and mailing address of insured:**

Robert C. McClelland, MD  
1721 Ebenezer Road  
Suite 145  
Rock Hill, South Carolina 29732

This is to certify that MAG Mutual Insurance Company has issued a Physicians and Surgeons Professional Liability Insurance Policy to the insured listed above, subject to the provisions of the current policy contract and any endorsements.

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July 1, 2009

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**Limits**

**Each loss /Aggregate limit**

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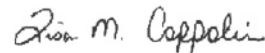
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MAG Mutual Insurance Company  
PO Box 52979  
Atlanta, GA 30355-0979

**CERTIFICATE OF INSURANCE**

**MAG Mutual Insurance Company**

**Certificate issued to:**

Piedmont Healthcare System  
Attn: Medical Staff Office  
222 S. Herlong Ave.  
Rock Hill SC 29732-1190

**Name and mailing address of insured:**

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1721 Ebenezer Road  
Suite 145  
Rock Hill, South Carolina 29732

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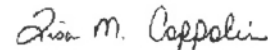
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Authorized Representative

MAG Mutual Insurance Company  
PO Box 52979  
Atlanta, GA 30355-0979

**CERTIFICATE OF INSURANCE**

**MAG Mutual Insurance Company**

**Certificate issued to:**

Springs Memorial Hospital  
Attn: Medical Staff Office  
800 W. Meeting St.  
Lancaster SC 29720-2298

**Name and mailing address of insured:**

Robert C. McClelland, MD  
1721 Ebenezer Road  
Suite 145  
Rock Hill, South Carolina 29732

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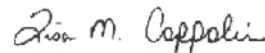
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MAG Mutual Insurance Company  
PO Box 52979  
Atlanta, GA 30355-0979

**CERTIFICATE OF INSURANCE**

**MAG Mutual Insurance Company**

**Certificate issued to:**

Carolinas HealthCare System  
Attn: Medical Staff Services  
P.O. Box 32861  
Charlotte NC 28232-2861

**Name and mailing address of insured:**

Roy N. Taylor, III, MD  
1721 Ebenezer Road  
Suite 145  
Rock Hill, South Carolina 29732

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**Policy Number:**

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**Each loss /Aggregate limit**

1,000,000/3,000,000

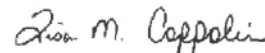
**Retroactive Date:**

07/01/2002

**TOTAL LIMITS**

1,000,000 / 3,000,000

Please inquire directly with the insured for individual restrictive endorsements that may apply. This Certificate of Insurance neither affirmatively nor negatively amends, alters or extends the coverage afforded by the policy described above. In the event of cancellation of the described policy, MAG Mutual will make reasonable effort to notify the party at whose request this certificate was issued, but MAG Mutual shall not be liable in any way for failure to give such notice.



Authorized Representative

MAG Mutual Insurance Company  
PO Box 52979  
Atlanta, GA 30355-0979

**CERTIFICATE OF INSURANCE**

**MAG Mutual Insurance Company**

**Certificate issued to:**

Piedmont Healthcare System  
Attn: Medical Staff Office  
222 S. Herlong Ave.  
Rock Hill SC 29732-1190

**Name and mailing address of insured:**

Roy N. Taylor, III, MD  
1721 Ebenezer Road  
Suite 145  
Rock Hill, South Carolina 29732

This is to certify that MAG Mutual Insurance Company has issued a Physicians and Surgeons Professional Liability Insurance Policy to the insured listed above, subject to the provisions of the current policy contract and any endorsements.

**Policy Number:**

PSL 1800044 07

**Effective Date:**

July 1, 2009

**Expiration Date:**

July 1, 2010

**Limits**

**Each loss /Aggregate limit**

1,000,000/3,000,000

**Retroactive Date:**

07/01/2002

**TOTAL LIMITS**

1,000,000/ 3,000,000

Please inquire directly with the insured for individual restrictive endorsements that may apply. This Certificate of Insurance neither affirmatively nor negatively amends, alters or extends the coverage afforded by the policy described above. In the event of cancellation of the described policy, MAG Mutual will make reasonable effort to notify the party at whose request this certificate was issued, but MAG Mutual shall not be liable in any way for failure to give such notice.

*Zion M. Coppola*

Authorized Representative

MAG Mutual Insurance Company  
PO Box 52979  
Atlanta, GA 30355-0979

**CERTIFICATE OF INSURANCE**

**MAG Mutual Insurance Company**

**Certificate issued to:**

Carolinas HealthCare System  
Attn: Medical Staff Services  
P.O. Box 32861  
Charlotte NC 28232-2861

**Name and mailing address of insured:**

Ansley L. Hilton, MD  
1721 Ebenzer Road  
Suite 145  
Rock Hill, South Carolina 29732

This is to certify that MAG Mutual Insurance Company has issued a Physicians and Surgeons Professional Liability Insurance Policy to the insured listed above, subject to the provisions of the current policy contract and any endorsements.

**Policy Number:**

PSL 1800044 07

**Effective Date:**

July 1, 2009

**Expiration Date:**

July 1, 2010

**Limits**

**Each loss /Aggregate limit**

1,000,000/3,000,000

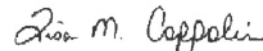
**Retroactive Date:**

08/07/2006

**TOTAL LIMITS**

1,000,000/ 3,000,000

Please inquire directly with the insured for individual restrictive endorsements that may apply. This Certificate of Insurance neither affirmatively nor negatively amends, alters or extends the coverage afforded by the policy described above. In the event of cancellation of the described policy, MAG Mutual will make reasonable effort to notify the party at whose request this certificate was issued, but MAG Mutual shall not be liable in any way for failure to give such notice.



Authorized Representative

MAG Mutual Insurance Company  
PO Box 52979  
Atlanta, GA 30355-0979

EXHIBIT 2

*(Affidavit of Dr. Gregory Miller)*

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF YORK )  
 )  
 Angela Patton, as Next Friend of )  
 Alexia L., a minor, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 Dr. Gregory A. Miller and Rock Hill )  
 Gynecological & Obstetrical Associates, )  
 P.A., )  
 Defendants )  
 \_\_\_\_\_ )

IN THE CIRCUIT COURT

Civil Action No.: 2009-CP-46-5195

AFFIDAVIT OF GREGORY A. MILLER

PERSONALLY appeared before me, Gregory A. Miller, who first being duly sworn, deposes and says:


1. I am Gregory A. Miller and I am a Defendant in the case of Patton vs. Gregory Miller MD & Rock Hill OBGYN.

2. My assets total approximately \$100,000.00 excluding any funds in my retirement accounts and excluding my home which is owned by my wife.

3. My liabilities, including mortgages, credit cards, school loans for children, and tax liabilities total approximately \$1,500,000.00.

4. As a result, I am not in a position to post an Appeal Bond of any material amount, and any requirement by the Court that I do so would create an undue financial hardship on me and my family.

Further Deponent sayeth not.



\_\_\_\_\_  
 Gregory A. Miller

Sworn to and before me  
this 26<sup>th</sup> day of May, 2022

Lena Cody Wolfe  
Notary Public for North Carolina  
My Commission Expires: Sept 10, 2026



**Exhibit D**  
**(June 10, 2022 Order)**

STATE OF SOUTH CAROLINA ) ) COUNTY OF YORK ) ) Angela Patton, as Next Friend of ) Alexia L., a minor, ) ) <div style="text-align: right;">Plaintiff, )</div> <div style="text-align: center;">v. )</div> ) Dr. Gregory A. Miller, and Rock ) Hill Gynecological & Obstetrical ) Associates P.A., ) ) <hr style="width: 30%; margin-left: auto; margin-right: 0;"/> Defendants. )	IN THE COURT OF COMMON PLEAS FOR THE SIXTEENTH JUDICIAL CIRCUIT  Civil Action number 2009-CP-46-05195  <b>Order Denying Defendants’ Motion to                  Reconsider Denial of Motion to Reduce                  Amount of Appeal Bond</b>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

THIS MATTER came before the Court by way of Defendants’ Motion to Reconsider Denial of Motion to Reduce Amount of Appeal Bond, filed June 6, 2022. The Hon. William A. McKinnon, Circuit Court Judge, entered judgment against Defendants in the amount of \$4,682,789.57 on March 3, 2022. This Court subsequently granted Defendants’ Motion to Stay Execution on Appeal by Order dated May 19, 2022, and required Defendants to post a *supersedeas* bond in the amount of \$6.25 million. Defendants filed a Motion asking this court to reduce the amount of the *supersedeas* bond, which was denied by Order dated June 1, 2022.

Defendants now ask this Court to again reconsider the amount of the *supersedeas* bond. In light of the facts and law as state below, Defendants’ Motion is DENIED.

It is within this Court's discretion whether to grant a motion to stay execution on a judgment, and if so, to fix the amount of the *supersedeas* bond required as a condition of any stay order. Rule 62(d), SCRCF; Rule 241(c)(2), SCACR. Although S.C. Code Ann. § 18-9-130 sets a cap of \$1 million on *supersedeas* bonds when the judgment debtor is an individual or a smaller business, the statutory cap is inapplicable to the case at hand. The legislative history is clear that the \$1 million cap applies only to those actions that accrue on or after January 1, 2012.

Plaintiff filed her Summons and Complaint on November 25, 2009, at which time there was no limit on the amount of a *supersedeas* bond which could be required as a condition to a stay order.

Post-judgment interest is to be compounded at a rate of 7.25% *per annum*. See S.C. Code Ann. § 34-31-20; Order of the Supreme Court 2022-01-06-01. At this rate, the judgment balance will be \$6,195,749.43 as of March 3, 2026, and \$6,644,941.26 as of March 3, 2027. Considering the lengthy history of this case and the potential length of time this case may spend on appeal, the Court finds it is appropriate to required Defendants to post a *supersedeas* bond in the amount of \$6.25 million.

IT IS SO ORDERED.

[electronic signature page to follow]



York Common Pleas

**Case Caption:** Angela Patton VS Gregory A Miller , defendant, et al

**Case Number:** 2009CP4605195

**Type:** Order/Stay of Execution of Judgment

IT IS SO ORDERED

s/D. Craig Brown (2160)

**RECEIVED**

**Sep 22 2022**

**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

APPEAL FROM YORK COUNTY  
Court of Common Pleas

D. Craig Brown, Circuit Court Judge  
William B. McKinnon, Circuit Court Judge

Appellate Case No. 2022-000288

Angela Patton, as Next Friend of Alexia L., a minor, ..... Respondent,

v.

Dr. Gregory A. Miller and Rock Hill Gynecological &  
Obstetrical Associates, P.A.,..... Appellants.

PROOF OF SERVICE

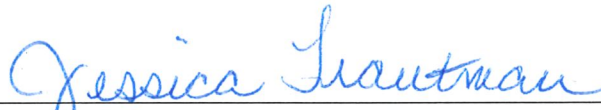
I, the undersigned Administrative Assistant of the law offices of Nelson Mullins Riley & Scarborough LLP, Attorneys for Gregory A. Miller, M.D. and Rock Hill Gynecological & Obstetrical Associates P.A., do hereby certify that I served all counsel in this action with a copy of the pleading(s) hereinbelow by emailing a copy to each attorney listed below using their primary email address listed in the Attorney Information System.

Pleading(s):                   **Reply In Support of Petition for Full Court Review**

Served:                       Edward L. Graham  
Graham Law Firm, P.A.  
122 Donald Drive  
Pendleton, SC 29670  
[egraham@grahamlawfirm.net](mailto:egraham@grahamlawfirm.net)

D. Bradley Jordan, Esquire  
Jordan Law Firm, P.C.  
546 East Main Street  
Rock Hill, SC 29730  
[bradjordan@comporium.net](mailto:bradjordan@comporium.net)

Ashby W. Davis, Esquire  
Davis & Snyder, P.A.  
5 Hawthorne Park Court  
Greenville, SC 29615  
[adavis@davissnyder.com](mailto:adavis@davissnyder.com)



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Jessica Trautman  
Administrative Assistant

September 22, 2022

## Jessica Trautman

---

**From:** Jessica Trautman  
**Sent:** Thursday, September 22, 2022 10:51 AM  
**To:** egraham@grahamlawfirm.net; bradjordan@comporium.net; adavis@davisnyder.com  
**Cc:** 'Nick Charles'; Mitch Brown  
**Subject:** Angela Patton, et al. v. Gregory A. Miller M.D., et al--Appellate Case No. 2022-000288  
**Attachments:** Miller - Reply in Support of Petition for Full Court Review.pdf

Counsel,

Attached for service upon you in the above matter is Appellants' Reply In Support of Petition for Full Court Review. Service is made via email pursuant to the Supreme Court Order 2021-08-25-02.

Thank you,



---

JESSICA TRAUTMAN SENIOR ADMINISTRATIVE ASSISTANT  
jessica.trautman@nelsonmullins.com

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1320 MAIN STREET | COLUMBIA, SC 29201  
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