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premium must be specifically made by the General Counsel upon recommendation of Dean of a School through the Office of General Counsel. This special authorization is for less than 100% premium is to be made on a limited basis with a special need shown for such authorization and in no case will anyone be authorized to pay less than a 50% premium.

Section 3. Student Participation Fee. Each medical and dental student, as an additional condition of participation, must pay into the Fund a fee in such amount or amounts, and at such time or times, as set by the Board.

Article V  
COVERAGE OF PARTICIPANTS

Section 1. Payments on Behalf of Participants. The Plan will pay on behalf of each participant, from monies in the Fund, all sums up to the limits of liability coverage which the participant shall become legally obligated to pay as damages because of a health care liability (b) (4) - (U) (2) (2019)





- (j) any costs associated with Participant's licensing application or renewal that does not arise from the provision of health care.

Article VI  
LIMITS OF LIABILITY

The limit of liability stated in the schedule below as applicable to "each claim" is the limit of the System's liability for all damages because of each claim or suit covered by the Plan. The limit of liability stated in the schedule below as "annual aggregate per participant" is, subject to the above provision respecting "each claim", the total limit of the System's liability under this Plan for all damages because of health care liability claims against any one participant in any one annual period.

Limits of liability schedule:

Staff Physicians and Dentists	\$400,000 each claim \$1,200,000 annual aggregate per participant
Other Licensed Healthcare Professionals	\$200,000 each claim \$600,000 annual aggregate per participant
Resident, Intern, or Fellow	\$100,000 each claim \$300,000 annual aggregate per participant
Students	\$25,000 each claim \$75,000 annual aggregate per participant
System Institutions	\$250,000 liability set by Texas Tort Claims Act

The above limits apply unless lower liability limits are set by law in the Texas Tort Claims Act which case the lower liability limits set by law apply.

Per Incident Limitation:

Liability shall be limited to \$1,000,000 per incident, regardless of the number of claimants or participants involved in an incident for claims filed prior to September 1, 2003, or \$300,000 per incident for claims filed after September 1, 2003.

Article VII  
OTHER INSURANCE

Section 1. Coverage When the participant has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the System's liability under this policy shall not be reduced by the existence of such other insurance.

Section 2. Other Insurance When both this Plan and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the System shall not be liable under this Plan for a



to participate hereunder, or any class or group of such persons, provided such action shall not impair any rights accrued prior to the effective date of such termination, amendments, modifications, alterations or suspension. Any such termination, amendment, alteration or suspension shall be effective at such date as the Board may determine, but not earlier than sixty (60) days prior to the date on which the Board shall have given notice of such termination, amendment, alteration or suspension to the Administrator. The Administrator shall promptly give notice of any such termination, alteration or suspension to all participants affected.

Section 2. Termination in Event of Mandatory Participation in Other Indemnity Insurance Programs. It is an express condition of the Plan that if the System required by law, or by a collective bargaining or other agreement, to contribute toward another malpractice insurance plan or program providing professional liability insurance or indemnity benefits for a class or group of health care professional staff members, this Plan will terminate as to such class or group of health care professional staff members

Section 3. Termination Upon Cessation of Health Care Professional Employment This Plan shall apply to a participant only so long as such participant remains qualified to participate in this







