

If previously covered with Medical Protective or MedPro RRG Risk Retention Group, please enter the policy number: _____



HEALTHCARE PROFESSIONAL LIABILITY INSURANCE APPLICATION

Application Instructions

- A. If additional space is needed, please complete Section VIII. Supplemental Information with a reference to the question.
- B. **Additional documentation may be requested by the company as necessary.** For example: A copy of your most recent professional liability policy, including all endorsements, Declarations Page, etc.
- C. Please print legibly. Please answer all questions; if a question is not applicable, state "N/A".
- D. A signed Subscriber Agreement and Power of Attorney must accompany this application.

I. General Information

A. _____
Last Name

First Name (Full)

_____/_____/_____
Middle Name Suffix Date of Birth MM/DD/YYYY Male Female

_____-_____-_____
Social Security Number (Optional) _____
National Provider Identifier Number

_____-_____-_____
Business Phone _____
Business Fax _____
Residence/Cell Phone

Email address: _____

B. If you have a web address, please provide the website address (URL): _____

C. Residence Address:

Number & Street _____
Apartment #

City _____
State _____
Zip Code

County

D. Practice Locations: (Please list primary location first. Combined percentage of practice for all locations must total 100% and cannot be of equal values.)

1. Office Hospital Other If other please explain: _____
% of practice

Practice/Hospital Name

Number & Street

Suite _____
City _____
State _____
Zip Code

County

2. Office Hospital Other If other please explain: _____
% of practice

Practice/Hospital Name

Number & Street

Suite _____
City _____
State _____
Zip Code

County

I. General Information

E. Billing and Correspondence Address:

Location # (from Question D. above) _____ Residence Other (Please enter below)

Number & Street _____ Suite _____
City _____ State _____ Zip Code _____

II. Professional Information

Note: All percentages requested below for specialties are of your total practice.

Please enter complete name of specialty/sub-specialty and formal training program. Combined percentages for specialties must equal 100%.

A. What is your present specialty? _____ % of total practice
What is your sub-specialty? _____ % of total practice

B. Education/Training:

Name of School _____ Credentials (CRNA, OD, RN etc.) _____
State _____ Country _____

Completed from: MM / YYYY To: MM / YYYY

C. To which Healthcare Professional Societies or Associations do you belong? _____

D. Are you required to be licensed in the state(s) where you practice? Yes No

If yes, states in which you hold a license to practice: (Exclude state abbreviation from license number.) Please check the appropriate box to indicate the status of your license.

			Active	Inactive	Temporary	Pending
1. State _____	License # _____		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. State _____	License # _____		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

E. Have you completed a risk management education course within the last twelve (12) months? Yes No

F. Indicate the estimated average hours per week for which you require MedPro RRG Risk Retention Group coverage. _____ hrs

G. Indicate the average hours per week devoted to treating or reviewing treatment of federal prison inmates. _____ hrs None

H. Indicate the average hours per week devoted to treating non-federal prison inmates. _____ hrs None

I. Will you be performing activities which will be covered by another professional liability policy? Yes No

If yes, are you an: Employee Independent Contractor

Practice Name: _____

Location: _____

Name of Insurer: _____

J. Have you ever been indicted for, charged with, or convicted of, any act committed in violation of any law or ordinance other than traffic offenses or had your hospital privileges, DEA license, medical license or reimbursement privileges refused, denied, revoked, suspended, restricted, subject to a reprimand, placed on probation or voluntarily surrendered? Yes No

If yes, please indicate the date(s) and explain: Date MM / YYYY _____

K. Has any professional liability insurance company ever declined, refused, canceled, or non-renewed your coverage? Yes No

If yes, please indicate the date(s) and explain: Date MM / YYYY _____

IV. Coverage Information

Notes:

1. **Claims-Made coverage is generally limited to liability for injuries for which claims are first made during the policy period, for services rendered between the retroactive date and expiration date of the policy. Please contact your agent should you have any questions pertaining to the differences between Claims-Made and Occurrence coverage or the additional expense associated with "extension contract" or "tail coverage".**

2. **Requested limits and/or policy types may not be available in all states.**

A. Coverage Desired:

- Claims-Made coverage without Prior Acts coverage
- Occurrence coverage
- Claims-Made coverage with Prior Acts coverage

B. Requested Coverage Period (12:01 am):

Annual policy term will begin and end on the same month and day.

From: ___ / ___ / ___ **To:** ___ / ___ / ___
MM DD YYYY MM DD YYYY

C. The retroactive date shown on your current Claims-Made policy is:

(This date is required for Claims-Made with Prior Acts.)

___ / ___ / ___
MM DD YYYY

D. Desired Limits: Per Occurrence/Per Claim Filed _____ , _____ , _____ Annual Aggregate _____ , _____ , _____

E. List all previous professional liability insurers within the past 10 years. If your requested retroactive date is greater than 10 years, provide previous insurers back to your requested retroactive date.

1. Current Insurer: _____

Occurrence Claims-Made From: ___ / ___ / ___ To: ___ / ___ / ___
MM DD YYYY MM DD YYYY

2. Previous Insurer: _____

Occurrence Claims-Made From: ___ / ___ / ___ To: ___ / ___ / ___
MM DD YYYY MM DD YYYY

3. Previous Insurer: _____

Occurrence Claims-Made From: ___ / ___ / ___ To: ___ / ___ / ___
MM DD YYYY MM DD YYYY

F. If "Occurrence" or "Claims-Made coverage without Prior Acts coverage" was selected as the desired coverage and the most recent prior coverage was issued on a Claims-Made basis, please complete one of the following:

- An extended reporting endorsement (tail coverage) has been or will be purchased.
- An extended reporting endorsement has not and will not be purchased.

I will not purchase tail coverage (reporting endorsement) from my current insurer where I am insured under a Claims-Made policy. I realize that my failure to purchase such coverage from my current insurer will result in an uninsured exposure for any claims which may arise as result of professional services rendered while insured by my current insurer's policy. I understand that the policy for which I am applying for with MedPro RRG Risk Retention Group, if offered, will not provide Prior Acts coverage.

Initial Here

V. Assignment of Right to Cancel Coverage

Would you like to assign an employer or a named third party the right to cancel your coverage and receive any premium refunds?

Yes No

If yes, please complete the following statement:

By initialing, I assign to the following employer or named third party (include name and address), both the right to cancel my policy and to receive any unearned premium. However, I do request that copies of all correspondence, formal notices, etc., be sent to me at the last address of record. This assignment may be revoked by me at any future time by faxing a written notice to 1-800-398-6726 or sending a written notice to: MedPro RRG Risk Retention Group, P.O. Box 15021, Fort Wayne, Indiana 46885-5021.

Initial Here

Name: _____

Street: _____ Suite: _____

City: _____

State: _____ Zip Code: _____ Phone Number: _____

Please Note: Your right to cancel and receive a premium refund will automatically be assigned to a third party finance company if it pays your premium on your behalf.

VI. Notices and Agreements

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

I hereby declare that the above statements and particulars, or any statements and particulars made in any and all documents, applications, supplemental pages or other attachments (**hereinafter "Attachments"**) for the purposes of my initial or renewal application, are true and that I have not knowingly suppressed or misstated any material facts and I agree that this application, and any **Attachments**, shall be the bases of the contract with MedPro RRG Risk Retention Group (the "Company"). I agree to notify the Company if there are any future material changes in any answer to this application, or its **Attachments**, including without limitation, any change in my professional specialty, affiliation or working arrangement with any other dentist, physician, firm or professional association.

I understand that any material misrepresentation or omission made by me on this application may act to render any contract of insurance null and void and without effect or provide the Company the right to rescind it. By making this application, I am not relying upon any oral or written representation that coverage has or will be extended to me or that a policy of insurance will be issued.

I understand and agree that my credit report and/or my credit score may be obtained, reviewed or used in connection with my submission of this application. I further understand and agree that my credit information may be used to develop a credit-based insurance score, and may also be provided to a third party for the purpose of evaluating my application or to assist in the development of a credit-based insurance score.

I further understand and agree that I have no right to demand or expect coverage until the Company has: (1) received my completed application; (2) offered me a premium quote; and (3) received, as a precondition to coverage, the total premium due or, if the Company has agreed to finance the premium, the first installment due. In addition, I understand that if I pay my premium or first installment by check, electronic transfer or money order, it shall not be considered as "received" by the Company until it has been honored by the bank.

I agree that if I fail to comply with these terms I will have no coverage for any claim under any policy of insurance for which I am applying.

I also understand that the Company may wish to contact persons, hospitals, schools, employers, insurance agents, professional liability insurers or other entities to verify and/or ascertain information regarding my credentials and background both prior to and if issued, after the issuance of a contract of insurance. Therefore, I hereby instruct any such person, hospital, school, employer, insurance agent, professional liability insurer or other entity to release to the Company any information regarding me, which the Company, in good faith, believes to be applicable and pertinent to this application and if issued, the contract of insurance issued hereunder.

_____ Date Signed: ____ / ____ / ____
Applicant's Signature MM DD YYYY

Print Name

VII. Supplemental Information-The following must complete this supplemental: "Healthcare Professionals Directly Assisting in Surgery, Nurse Practitioners, Physician's Assistants, and Podiatrists".

A. Please check any of the following functions performed as part of your professional activities.

- Limited "Scrub Nurse" functions such as holding retractors, suction, tying sutures, handing and counting of instruments.
- Casting and Splinting.
- Directly assisting as a non-physician first assistant in surgical procedures.

B. If you are a Podiatrist, do you perform surgery?

Yes No

If yes, please indicate the type of surgeries you perform. _____

C. Do you independently prescribe/order drugs without physician review?

Yes No

VIII. Supplemental Information

**MEDPRO RRG Risk Retention Group
Subscriber Agreement and Power of Attorney**

WHEREAS, the undersigned subscriber ("Subscriber") acknowledges and agrees that this Subscriber Agreement and Power of Attorney ("Subscriber Agreement") (along with other subscriber agreements) constitute the charter of MEDPRO RRG Risk Retention Group ("MEDPRO RRG") and that the subscribers to MEDPRO RRG from time to time shall together comprise the reciprocal insurer, which shall operate through its Attorney-in-Fact as provided in this Subscriber Agreement as a risk retention group in accordance with federal law and as a risk retention group in the form of a reciprocal captive insurer in accordance with District of Columbia law.

NOW THEREFORE, in consideration of similar agreements executed or to be executed by other subscribers and of the benefits of the exchange of such agreements and of the terms of this Subscriber Agreement, the Subscriber agrees to the following terms and conditions.

1. **Appointment and Powers and Duties of Attorney-in-Fact.**

Subscriber agrees to the appointment of MedPro Risk Retention Services, Inc., an Indiana corporation ("Attorney-in-Fact"), as the Attorney-in-Fact for MEDPRO RRG to carry out the purposes and objectives set forth in this Subscriber Agreement and to carry out all business on behalf of MEDPRO RRG and the subscribers thereto. Attorney-in-Fact is vested with all necessary power and authority to act on behalf of MEDPRO RRG and the subscribers thereto, including conducting the affairs of MEDPRO RRG, managing and operating (directly or through contract with third parties (including affiliates of Attorney-in-Fact)) MEDPRO RRG for the benefit of the subscribers, and causing the issuance and exchange of indemnity, insurance or reinsurance contracts with other subscribers.

2. **Limitations of Liability.**

a. The financial liability of Subscriber shall be limited to the amount of annual premiums on any contracts of indemnity, insurance or reinsurance due from Subscriber, provided, however, that all contracts of indemnity, insurance or reinsurance shall contain a "limit of liability" and in the event it is determined that Subscriber's liability on a claim under said contract of indemnity, insurance or reinsurance exceeds the limit of liability, such excess amount shall be the sole and complete responsibility of Subscriber.

b. Should any suit, legal proceeding or other action be brought against Attorney-in-Fact resulting from or arising out of Subscriber's obligation on any contract of indemnity, insurance or reinsurance that Subscriber may enter into, then and in that event, any and all judgments entered against Attorney-in-Fact in that capacity shall be deemed a legal judgment against Subscriber.

3. **Maintenance and Distribution of Surplus.**

Attorney-in-Fact shall cause MEDPRO RRG to maintain surplus in an amount sufficient to provide for the financial integrity of MEDPRO RRG and in an amount satisfactory to the District of Columbia Department of Insurance, Securities and Banking. In no event, however, shall Attorney-in-Fact be required to contribute its own assets or the assets of any affiliate to MEDPRO RRG.

a. Subscriber authorizes Attorney-in-Fact to accrue for the benefit of MEDPRO RRG and the subscribers net income and savings realized from the exchange of contracts of indemnity, insurance or reinsurance hereunder and the management of MEDPRO RRG and its assets.

b. Subject to the laws of the District of Columbia, if MEDPRO RRG is dissolved by Attorney-in-Fact, Attorney-in-Fact shall, after the full satisfaction of all liabilities and surplus notes of MEDPRO RRG from MEDPRO RRG's assets, pay each subscriber then insured an equitable share of all remaining assets, which payment shall be in full satisfaction of all rights and interests of such subscribers. Amounts to be paid to subscribers shall be distributed on an equitable basis as determined by Attorney-in-Fact.

4. **Term of Subscriber Agreement.**

a. This Subscriber Agreement shall have no fixed term and begins with the commencement of the policy period of any contract of indemnity, insurance or reinsurance issued hereunder to Subscriber and ends upon cancellation or other termination of such contract of indemnity, insurance or reinsurance or upon replacement of this Subscriber Agreement by a modified subscriber agreement provided by Attorney-in-Fact. The period of subscription shall not include any period of coverage under extended reporting policies or extended reporting or tail coverage endorsements.

b. Subscriber agrees that this Subscriber Agreement is expressly limited to the uses and purposes herein expressed and to no other. This Subscriber Agreement may be terminated by Subscriber or by Attorney-in-Fact upon 30 days written notice. The Subscriber's appointment of Attorney-in-Fact and Subscriber's obligations and authorizations under this Subscriber Agreement shall survive the termination of this Subscriber Agreement until any and all claims involving the indemnity, insurance or reinsurance contracts of the Subscriber and any and all other matters existing between the Subscriber and MEDPRO RRG, the Attorney-in-Fact or with third parties have been settled or satisfied. Subscriber agrees that the Attorney-in-Fact shall have the authority and ability to perform all duties and carry out all obligations during any extended reporting or tail coverage endorsements during the term of this Subscriber Agreement or after termination.

c. After termination of this Subscriber Agreement, Subscriber shall have no rights to participate in any distribution of assets upon dissolution of MEDPRO RRG.

5. **Replacement of Attorney-in-Fact.**

Attorney-in-Fact may resign as Attorney-in-Fact upon designation by Attorney-in-Fact of a successor attorney-in-fact and 60 days written notice to existing subscribers. Any such successor attorney-in-fact shall have all the powers, rights and duties provided for in this Subscriber Agreement, and this Subscriber Agreement shall remain in full force and effect with such successor attorney-in-fact.

6. **Principal Office.**

The principal office of MEDPRO RRG shall be maintained in the District of Columbia or at such other place as designated by Attorney-in-Fact.

7. **Limitation of Liability of Attorney-in-Fact.**

Subscriber agrees that no officer, director, or employee of Attorney-in-Fact shall be personally liable to MEDPRO RRG or its subscribers for any breach of duty owed to MEDPRO RRG or its subscribers, provided however that this provision shall not relieve an officer, director or employee from liability for any breach of duty based on an act or omission (a) in breach of such person's duty of loyalty to MEDPRO RRG and its subscribers; (b) not done in good faith or involving a knowing violation of law; or (c) resulting in receipt by such person of an improper personal benefit. Such officers, directors and employees of Attorney-in-Fact shall be entitled to indemnification and advancement of expenses subject to the same exceptions recited above.

8. **Nature of MEDPRO RRG.**

Subscriber acknowledges that MEDPRO RRG is a risk retention group organized in the District of Columbia as a reciprocal captive insurer and as such its contracts of indemnity, insurance or reinsurance are not subject to all state insurance laws and regulations. Further, state insolvency or guarantee funds are not available to risk retention groups, like MEDPRO RRG. Subscriber also acknowledges that MEDPRO RRG is a reciprocal organization under which each subscriber exchanges insurance obligations with the other subscribers through an attorney-in-fact.

9. **Governing Law.**

This Subscriber Agreement shall be governed by and interpreted according to the laws of the District of Columbia without giving effect to the conflict or choice of law provisions of that or any other jurisdiction.

Subscriber Signature

IN WITNESS WHEREOF, the Subscriber has caused this Subscriber Agreement to be executed individually or by its duly authorized officer, as applicable, as of the __ day of _____, 20__.

SUBSCRIBER

By _____


Date: _____

Name and Title

Acceptance

MedPro Risk Retention Services, Inc., an Indiana corporation, Attorney-in-Fact for MEDPRO RRG Risk Retention Group, hereby accepts this Subscriber Agreement from Subscriber.

ATTORNEY-IN-FACT

By  _____
Trent Heinemeyer – Vice President and Secretary

Independent Practice Healthcare Professional Supplement

Please complete a separate section for each practice location, independently owned by a healthcare professional, where you desire coverage.

Please provide the number of practice organizations of which you are an employee, shareholder/partner or independent contractor: _____

A. Type of Legal Entity: (Check only one box)

- Solo Unincorporated/Sole Proprietor Solo Incorporated
 Multi-Shareholder Corporation, Partnership, Limited Liability Company Other-Please Explain: _____

B. Employment status:

- Employee Shareholder/Partner Independent Contractor Other Date joined: ____ / ____ / ____
MM DD YYYY

C. Type of Organization:

- Standard Medical Practice State Licensed Medical Surgery Center
 Hospital For use by other healthcare professionals
 Staffing Organization Your patients only
 Nursing Home Other-Please Explain: _____
 Home Health

D. Entity Name: (As stated in the Articles of Incorporation and all formal entity/clinic names.)

E. If the above entity does business under any other name, please list all additional entity/clinic names (e.g. DBA, fictitious name, etc.)

F. Do you desire coverage for this entity?

Yes No

If yes, please select the type of entity coverage desired:

- Shared Policy Limits Separate Policy Limits

(To request Separate Limit Entity coverage, please contact your agent or MedPro RRG Risk Retention Group Service Representative to complete an application for consideration.)