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

MedPro RRG
a MedPro/Berkshire Hathaway solution

ANCILLARY HEALTHCARE PROFESSIONAL LIABILITY INSURANCE APPLICATION

Application Instructions

A. If additional space is needed, please complete Section IX. 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".

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.)

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

Practice/Hospital Name _____

Number & Street _____

Suite _____ City _____ State _____ Zip Code _____ - _____

County _____

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

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: _____ / _____ **To:** _____ / _____
MM YYYY 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 # _____	☐	☐	☐	☐
2.	State _____	License # _____	☐	☐	☐	☐

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

II. Professional Information (continued)

L. Have you ever been accused of sexual misconduct of any kind? ☐ Yes ☐ No

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

M. Have you ever incurred or become aware of having a condition that impairs your ability to practice your medical specialty? ☐ Yes ☐ No
(i.e. convulsive disorders, mental illness, multiple sclerosis, addiction of alcohol, narcotics or other controlled substances, etc.)

If yes, state condition(s), date(s) and identify your treating physician(s) in the space provided below. In the event of any such impairment, **a statement from your physician attesting to your fitness to practice your specialty must accompany this application.**

Type(s) of illness: _____

_____

Date(s) of treatment(s): From ____ / ____ (MM / YYYY) **To** ____ / ____ (MM / YYYY) ☐ Currently in treatment

Name of treating physician(s): _____

Address(es): _____

_____

N. Please check the box that best describes your practice affiliation: ☐ Employed ☐ Self Employed

O. Do you work for an entity or employer currently insured with MedPro RRG Risk Retention Group? ☐ Yes ☐ No

If yes, answer the following:

Employment Status: ☐ Employee ☐ Shareholder/Partner ☐ Independent Contractor ☐ Other: _____

Employer/Entity name:

_____

Please provide MedPro RRG Risk Retention Group policy number or group number, if known:

Policy #: _____ Group #: _____

III. Loss Information (Important! Please fully complete.)

Please complete the Loss Information Supplement for each written request, incident, claim or suit (A, B or C) below that has NOT been covered by a MedPro RRG Risk Retention Group policy.

Report professional liability and malpractice related matters including, but not limited to, board complaints, etc.

For Questions B and C below, report all matters that might reasonably lead to a claim or suit being brought against you even if you believe the claim or suit would be without merit.

A. Are you now, or have you ever been, involved in a claim or suit arising out of the rendering or failure to render professional services?

If **yes**, how many? _____ None ☐

B. Are you aware of any complication, incident or adverse outcome resulting in injury or death that might reasonably result in a claim or suit against you? This includes, but is not limited to, the following:

► Amputation ► Death ► Loss of major organ function ► Loss of vision ► Permanent neurological injury

If **yes**, how many? _____ None ☐

C. In the last 12 months, have you or anyone from your practice received a written request from an attorney for treatment records concerning any of your current or former patients that might reasonably result in a claim or suit against you?

If **yes**, how many? _____ None ☐

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:** ____ / ____ / _____ (MM / DD / YYYY) **To:** ____ / ____ / _____ (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: ____ / ____ / _____ (MM / DD / YYYY) To: ____ / ____ / _____ (MM / DD / YYYY)

2. Previous Insurer: _____

☐ Occurrence ☐ Claims-Made From: ____ / ____ / _____ (MM / DD / YYYY) To: ____ / ____ / _____ (MM / DD / YYYY)

3. Previous Insurer: _____

☐ Occurrence ☐ Claims-Made From: ____ / ____ / _____ (MM / DD / YYYY) To: ____ / ____ / _____ (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. Subscriber Agreement

I understand that if my application for insurance is accepted by MedPro RRG Risk Retention Group ("MEDPRO RRG"), I will be a subscriber ("Subscriber") of MEDPRO RRG and, by my signature below, I hereby acknowledge and agree that the below provisions of this Section VI, including the Power of Attorney, ("Subscriber Agreement") constitute the charter of 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.

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, I agree 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. Subscriber also agrees to the appointment of the Board of Directors of the Attorney-in-Fact as the Subscribers' Advisory Committee for MEDPRO RRG. 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.

VII. 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 any information pertaining to my credentials, background or any claims, lawsuits, or events, involving professional acts or omissions 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, or my professional practice, partnership, or business organization, which the Company, in good faith, believes to be applicable and pertinent to this application and if issued, the contract of insurance issued hereunder.

I also consent to the use of my information by the Company and its affiliates in their business of insurance. I expressly release and discharge from liability any party providing or receiving any such information.

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

_____
Print Name

VIII. 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

IX. Supplemental Information

Loss Information Supplement

Please make copies if additional forms are needed.

Applicant's Name: _____

Note: Additional documentation may be requested at MedPro RRG Risk Retention Group's discretion.

A. Is the matter related to: **A** ☐ **B** ☐ **C** ☐ **from the Loss Information section? (Check only one)**

A. Current or prior claim.

B. Complication, incident, or adverse outcome.

C. Written request for records.

B. Patient/Claimant Information:

_____ _____ _____

Last Name First Name Age

C. Date of treatment and/or surgery which led, or could lead, to allegations against you. ____ / ____ (MM / YYYY)

D. Date of notice received, if applicable. ____ / ____ (MM / YYYY)

E. Has this matter been reported to your current or former insurer? ☐ Yes ☐ No

If yes, date reported to your current or former insurer: ____ / ____ (MM / YYYY)

Current or former insurer name: _____

If no, please explain: _____

_____ _____

F. Name of all other doctor(s), hospital(s), or health care provider(s), if any, involved. _____

_____

G. Current status: ☐ Open ☐ Closed

If open, indicate dollar value established by insurer: $ _____

If closed:

1. Date of closing: ____ / ____ (MM / YYYY)

2. Was a payment made? ☐ Yes ☐ No

a. If yes, did you consent to the settlement? ☐ Yes ☐ No

b. Total amount of settlement or award: $ _____

c. Total amount of settlement or award paid on your behalf: $ _____

H. Nature of allegations or potential allegations:

Condition Treated: _____

Treatment Provided: _____

Alleged Negligence: _____

Alleged Injury: _____

I. Please provide a narrative description of all relevant facts, including, but not limited to, your involvement in the treatment and/or surgery:

_____

_____

_____

_____

_____

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

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.)