

HEALTHCARE PROFESSIONAL INSURANCE APPLICATION

This application is used to rate and underwrite your insurance policy ("Policy"). MedPro RRG ("Company") reserves all rights to decline a claim or to rescind the Policy for any failure to complete the application questions.

FIRST NAME	MIDDLE INITIAL	LAST NAME
MAILING ADDRESS		APARTMENT / SUITE
CITY	STATE	ZIP CODE
PHONE		EMAIL
LICENSE / CERTIFICATION NUMBER		DATE OF BIRTH

I. GENERAL INFORMATION

A. OCCUPATION/SPECIALTY: _____

B. INDICATE THE SERVICE(S) AND/OR PROCEDURE(S) THAT YOU PROVIDE: _____

C. PRIMARY PRACTICE COUNTY, STATE: _____

D. POLICY EFFECTIVE DATE: ____ / ____ / ____

E. EMPLOYMENT STATUS: ☐ Employed ☐ Self-Employed

F. POLICY LIMITS: Per Claim/Occurrence: \$ _____ Annual Aggregate: \$ _____

G. POLICY TYPE:

☐ Occurrence

☐ Claims-Made – without prior acts coverage. Retroactive date will match requested policy effective date.

☐ Claims-Made – with prior acts coverage. Current Claims Made Retroactive Date: ____ / ____ / ____

☐ Convertible Claims-Made. Current Claims Made Retroactive Date: ____ / ____ / ____

H. HOURS WORKED PER WEEK: _____

I. DID YOU GRADUATE IN THE LAST 5 YEARS? ☐ Yes ☐ No

Graduation Date: ____ / ____ / ____

J. HAVE YOU COMPLETED A RISK MANAGEMENT COURSE IN THE LAST 12 MONTHS? ☐ Yes ☐ No

K. PROFESSIONAL ASSOCIATION MEMBERSHIP(S): _____

L. INDICATE ADDITIONAL COVERAGES YOU WOULD LIKE TO PURCHASE: _____

II. PROFESSIONAL INFORMATION

A. PRIMARY EMPLOYER NAME: _____

B. IS YOUR PROFESSIONAL DESIGNATION/CERTIFICATION OR TRAINING CURRENTLY VALID? ☐ Yes ☐ No

If no, explain: _____

C. ARE YOU NOW, OR HAVE YOU EVER BEEN: ☐ Yes ☐ No

- Charged with, convicted of, or indicted for any act committed in violation of any law or ordinance, other than traffic offenses, or have ever had your hospital privileges, DEA license, healthcare license or reimbursement privileges denied, refused, revoked, suspended, restricted, subject to a reprimand, placed on probation, or voluntarily surrendered?
- Accused of sexual misconduct of any kind?
- Aware of a health condition that could impair your ability to practice your profession? (Including addiction to alcohol, narcotics or other controlled substances.)

If yes, indicate date(s) and explain: _____

For the following questions, please include responses for all types of professional liability insurance; e.g., malpractice; general liability; cyber/privacy liability; and/or employment practices liability.

D. HAS ANY INSURANCE COMPANY EVER CANCELED, DECLINED, NON-RENEWED, OR RESCINDED A PRIOR INSURANCE POLICY? ☐ Yes ☐ No

If yes, indicate date(s) and explain. _____

E. ARE YOU NOW, OR HAVE YOU EVER BEEN: ☐ Yes ☐ No

- Involved in a claim; e.g., a demand for money;
- Involved in a lawsuit; and/or
- Aware of any complication, event, incident or adverse outcome that might reasonably result in a claim or lawsuit against you?

If yes, how many? _____

III. CLAIMS MADE NOTICE

If "Occurrence" or "Claims Made – without prior acts coverage" was selected above as the desired coverage type, and your most recent coverage was also Claims Made, please be advised the following:

- If you do not purchase "tail coverage" (an extended reporting endorsement) from your current insurer, there will be an uninsured exposure for any claims made after the termination of your current coverage based upon your conduct that took place after the retroactive date and before the termination date of your current coverage.
- If you do not purchase "tail coverage" from your current insurer, you must request that the Company provide prior acts coverage. If approved, the Company may offer prior acts coverage.
- If you do not purchase tail coverage or if the Company does not provide prior acts coverage, there will be an uninsured exposure.
- A Claims Made policy will only apply to a claim first made during the policy period, for conduct from the retroactive date to the expiration date. Please contact your agent should you have any questions pertaining to the differences between Claims Made and Occurrence coverage.

IV. IMPORTANT NOTICE – REPRESENTATIONS, AUTHORIZATIONS, RELEASES AND NOTICES

MANDATORY: ALL APPLICANTS must read the following statement:

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 subjects such person to criminal and civil penalties, which may include voiding of the Policy if allowed by state law.

V. 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 VIII, 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.

VI. NOTICES AND AGREEMENTS

I further acknowledge 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 or any applicant agree that this application, and any Attachments, shall be the basis of the contract with 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 professional specialty, affiliation or working arrangement with any other healthcare provider, facility, firm or professional association.**

Where allowed by state law, I understand that any material misrepresentation or omission made by me on this application may act to render any Policy null and without effect or provide the Company with the right to rescind it. By making this application, I am not relying upon any oral or written representation that a Policy has or will be extended to me or that a Policy will be issued.

I further understand and agree that I have no right to demand or expect a Policy until the Company has: (1) received my completed application; (2) my application has been accepted by the Company; 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, credit card payment or money order, it shall not be considered as "received" by the Company until it has been honored by the bank.

I agree and understand that if I fail to comply with these terms, I will have no Policy of insurance for which I am applying for any claim.

I also agree and 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 the Policy. 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 Policy issued hereunder.

APPLICANT'S SIGNATURE

PRINT NAME

DATE SIGNED

ELECTRONIC SIGNATURE TERMS AND CONDITIONS

The Electronic Signature Terms and Conditions set forth below address the circumstances under which you agree to conduct business with ChiroPreferred. In order to transact business electronically, your consent is needed. Please review the terms and conditions below.

By initialing in the "I understand and agree to the Electronic Signature Terms and Conditions" box below, you are signing this application for insurance electronically, thereby providing your electronic signature. You agree your electronic signature is the legal equivalent of your manual signature and that your electronic signature constitutes your acceptance and agreement as if this application was signed by you in writing. Furthermore, you consent to be legally bound by all statements made by you in this application for insurance. You also agree that no certification authority or other third party verification is necessary to validate your electronic signature and that lack of any such certification or verification will not in any way affect the enforceability of your electronic signature.

System Requirements: Electronic documents are published in Hyper Text Markup Language (HTML) or Portable Document Format (PDF). By initialing in the box below, I confirm that I can access and retain documents in HTML or PDF format. In order to participate in this program, I will need an email address, Internet access, and an Internet browser that is HTML JavaScript enabled. I will be advised if there is a change in the hardware or software requirements. The revised requirements will be described and I will be given the opportunity to withdraw my consent without charge or imposition of any conditions or consequences not described below.

Receiving Email: I may provide or update my email address at any time by calling ChiroPreferred at 833-4CHIRO (833-424-4767).

Special Notice for Policyholders in the State of Kentucky: The policyholder who elects to allow for documents to be sent to the email address provided by the policyholder should be aware that the election operates as consent by the policyholder for the documents to be sent electronically. Therefore, the policyholder should be diligent in updating the email address provided in the event that address should change.

Requesting and Viewing Electronic Documents: I can view electronic documents at www.medpro.com. Without revoking my consent, I can request a paper copy of my application by calling ChiroPreferred at 833-4CHIRO (833-424-4767).

Changing Selections or Revoking Consent: My consent is effective until further notice to ChiroPreferred. At any time, I may withdraw my consent and receive paper documents, or update my email address. Even if I consent to receive documents electronically, I may request paper documents at any time at no additional cost by calling ChiroPreferred at 833-4CHIRO (833-424-4767). Documents will be provided to me in paper form at no additional charge. After I withdraw my consent, which may take up to ten (10) days to process, all future documents will be provided to me in paper form. Withdrawal of my consent will not affect the legal enforceability of any document, or result in the imposition of additional fees, conditions or consequences not previously described.

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I understand and agree to the Electronic Signature Terms and Conditions

SUPPLEMENTAL INFORMATION