



Malpractice Insurance For Nurse Practitioners

For nearly 100 years, CM&F has partnered with the country's strongest insurers for the most comprehensive coverages available. This **Occurrence Form Insurance Policy** is underwritten by America's foremost healthcare malpractice insurer - The Medical Protective Company [MedPro], a member of the Warren Buffett/Berkshire Hathaway group of businesses. MedPro enjoys an A++ financial strength rating from the A. M. Best Company. With our combined resources and expertise, we have forged a commitment to support our clients with the challenges which they might face by providing sound protection - today, tomorrow and beyond.

Coverage Summary

COVERAGES

Professional Liability	Included
Workplace/Premises Liability	Included
General Liability	Available
Good Samaritan	Included
Employment Practices Liability	Available
Assault Upon You	\$25,000
First Aid	\$15,000
Medical Payments	\$25,000/\$100,000
Deposition Fees	\$10,000
License Defense	\$25,000/\$100,000
Sexual Misconduct	\$25,000
Loss Of Earnings	\$2,500 Per Day /\$35,000 Aggregate
HIPAA Defense	\$25,000
Biomedical Defense	\$10,000



For Fastest Coverage,
Apply Online Today!

www.CMFGroup.com

Need Help? Have A Question
About Coverage? Call Us At
1-800-221-4904
Or Email Us At
info@cmfgroup.com

NURSE PRACTITIONERS NEW YORK

ANNUAL RATE TABLES

FULL TIME PRACTICE RATES (MORE THAN 10 HOURS PER WEEK)

CLASS N1	SELF EMPLOYED
<u>LIMIT</u>	<u>OCCURRENCE</u>
\$100,000 / \$300,000	\$ 784.00
\$200,000 / \$600,000	\$ 845.00
\$250,000 / \$750,000	\$ 869.00
\$500,000 / \$1,000,000	\$ 943.00
\$1,000,000 / \$3,000,000	\$ 1,176.00
\$1,000,000 / \$6,000,000	\$ 1,225.00

CLASS N1	EMPLOYED
<u>LIMIT</u>	<u>OCCURRENCE</u>
\$100,000 / \$300,000	\$ 550.00
\$200,000 / \$600,000	\$ 593.00
\$250,000 / \$750,000	\$ 610.00
\$500,000 / \$1,000,000	\$ 662.00
\$1,000,000 / \$3,000,000	\$ 825.00
\$1,000,000 / \$6,000,000	\$ 860.00

CLASS N2	SELF EMPLOYED
<u>LIMIT</u>	<u>OCCURRENCE</u>
\$100,000 / \$300,000	\$ 1,110.00
\$200,000 / \$600,000	\$ 1,197.00
\$250,000 / \$750,000	\$ 1,231.00
\$500,000 / \$1,000,000	\$ 1,335.00
\$1,000,000 / \$3,000,000	\$ 1,665.00
\$1,000,000 / \$6,000,000	\$ 1,735.00

CLASS N2	EMPLOYED
<u>LIMIT</u>	<u>OCCURRENCE</u>
\$100,000 / \$300,000	\$ 779.00
\$200,000 / \$600,000	\$ 840.00
\$250,000 / \$750,000	\$ 864.00
\$500,000 / \$1,000,000	\$ 937.00
\$1,000,000 / \$3,000,000	\$ 1,169.00
\$1,000,000 / \$6,000,000	\$ 1,218.00

CLASS N3	SELF EMPLOYED
<u>LIMIT</u>	<u>OCCURRENCE</u>
\$100,000 / \$300,000	\$ 1,435.00
\$200,000 / \$600,000	\$ 1,547.00
\$250,000 / \$750,000	\$ 1,591.00
\$500,000 / \$1,000,000	\$ 1,726.00
\$1,000,000 / \$3,000,000	\$ 2,153.00
\$1,000,000 / \$6,000,000	\$ 2,243.00

CLASS N3	EMPLOYED
<u>LIMIT</u>	<u>OCCURRENCE</u>
\$100,000 / \$300,000	\$ 1,007.00
\$200,000 / \$600,000	\$ 1,086.00
\$250,000 / \$750,000	\$ 1,117.00
\$500,000 / \$1,000,000	\$ 1,211.00
\$1,000,000 / \$3,000,000	\$ 1,511.00
\$1,000,000 / \$6,000,000	\$ 1,574.00

CLASS N4	SELF EMPLOYED
<u>LIMIT</u>	<u>OCCURRENCE</u>
\$100,000 / \$300,000	\$ 1,762.00
\$200,000 / \$600,000	\$ 1,899.00
\$250,000 / \$750,000	\$ 1,954.00
\$500,000 / \$1,000,000	\$ 2,120.00
\$1,000,000 / \$3,000,000	\$ 2,643.00
\$1,000,000 / \$6,000,000	\$ 2,754.00

CLASS N4	EMPLOYED
<u>LIMIT</u>	<u>OCCURRENCE</u>
\$100,000 / \$300,000	\$ 1,428.00
\$200,000 / \$600,000	\$ 1,539.00
\$250,000 / \$750,000	\$ 1,584.00
\$500,000 / \$1,000,000	\$ 1,718.00
\$1,000,000 / \$3,000,000	\$ 2,142.00
\$1,000,000 / \$6,000,000	\$ 2,232.00

CLASS NS	FULL TIME
<u>LIMIT</u>	<u>OCCURRENCE</u>
\$100,000 / \$300,000	\$ 176.00
\$200,000 / \$600,000	\$ 190.00
\$250,000 / \$750,000	\$ 195.00
\$500,000 / \$1,000,000	\$ 212.00
\$1,000,000 / \$3,000,000	\$ 264.00
\$1,000,000 / \$6,000,000	\$ 275.00

Nurse Practitioner Rating Classes

N1: Specializing in Dermatology, Geriatric, Women's Health Care, Oncology, Gynecology, or Correctional Facility < 10 hours/week

N2: Specializing in Psychiatric Care

N3: Specializing in Family Practice, Pediatric, School Nurse, Neonatal Care

N4: Specializing in Acute Critical Care, OB/GYN, Perinatal Care, Cosmetic/Aesthetic, Pain Management or Correctional Facility > 10 hours/week

NS: Students currently attending an accredited Nurse Practitioner Program

NURSE PRACTITIONERS NEW YORK

ANNUAL RATE TABLES

PART TIME PRACTICE RATES (10 HOURS OR LESS PER WEEK)

CLASS N1	SELF EMPLOYED
<u>LIMIT</u>	<u>OCCURRENCE</u>
\$100,000 / \$300,000	\$ 392.00
\$200,000 / \$600,000	\$ 423.00
\$250,000 / \$750,000	\$ 435.00
\$500,000 / \$1,000,000	\$ 472.00
\$1,000,000 / \$3,000,000	\$ 588.00
\$1,000,000 / \$6,000,000	\$ 613.00

CLASS N1	EMPLOYED
<u>LIMIT</u>	<u>OCCURRENCE</u>
\$100,000 / \$300,000	\$ 275.00
\$200,000 / \$600,000	\$ 297.00
\$250,000 / \$750,000	\$ 305.00
\$500,000 / \$1,000,000	\$ 331.00
\$1,000,000 / \$3,000,000	\$ 413.00
\$1,000,000 / \$6,000,000	\$ 430.00

CLASS N2	SELF EMPLOYED
<u>LIMIT</u>	<u>OCCURRENCE</u>
\$100,000 / \$300,000	\$ 555.00
\$200,000 / \$600,000	\$ 599.00
\$250,000 / \$750,000	\$ 616.00
\$500,000 / \$1,000,000	\$ 668.00
\$1,000,000 / \$3,000,000	\$ 833.00
\$1,000,000 / \$6,000,000	\$ 868.00

CLASS N2	EMPLOYED
<u>LIMIT</u>	<u>OCCURRENCE</u>
\$100,000 / \$300,000	\$ 390.00
\$200,000 / \$600,000	\$ 420.00
\$250,000 / \$750,000	\$ 432.00
\$500,000 / \$1,000,000	\$ 469.00
\$1,000,000 / \$3,000,000	\$ 585.00
\$1,000,000 / \$6,000,000	\$ 609.00

CLASS N3	SELF EMPLOYED
<u>LIMIT</u>	<u>OCCURRENCE</u>
\$100,000 / \$300,000	\$ 718.00
\$200,000 / \$600,000	\$ 774.00
\$250,000 / \$750,000	\$ 796.00
\$500,000 / \$1,000,000	\$ 863.00
\$1,000,000 / \$3,000,000	\$ 1,077.00
\$1,000,000 / \$6,000,000	\$ 1,122.00

CLASS N3	EMPLOYED
<u>LIMIT</u>	<u>OCCURRENCE</u>
\$100,000 / \$300,000	\$ 504.00
\$200,000 / \$600,000	\$ 543.00
\$250,000 / \$750,000	\$ 559.00
\$500,000 / \$1,000,000	\$ 606.00
\$1,000,000 / \$3,000,000	\$ 756.00
\$1,000,000 / \$6,000,000	\$ 787.00

CLASS N4	SELF EMPLOYED
<u>LIMIT</u>	<u>OCCURRENCE</u>
\$100,000 / \$300,000	\$ 881.00
\$200,000 / \$600,000	\$ 950.00
\$250,000 / \$750,000	\$ 977.00
\$500,000 / \$1,000,000	\$ 1,060.00
\$1,000,000 / \$3,000,000	\$ 1,322.00
\$1,000,000 / \$6,000,000	\$ 1,377.00

CLASS N4	EMPLOYED
<u>LIMIT</u>	<u>OCCURRENCE</u>
\$100,000 / \$300,000	\$ 714.00
\$200,000 / \$600,000	\$ 770.00
\$250,000 / \$750,000	\$ 792.00
\$500,000 / \$1,000,000	\$ 859.00
\$1,000,000 / \$3,000,000	\$ 1,071.00
\$1,000,000 / \$6,000,000	\$ 1,116.00

Nurse Practitioner Rating Classes

N1: Specializing in Dermatology, Geriatric, Women's Health Care, Oncology, Gynecology, or Correctional Facility < 10 hours/week

N2: Specializing in Psychiatric Care

N3: Specializing in Family Practice, Pediatric, School Nurse, Neonatal Care

N4: Specializing in Acute Critical Care, OB/GYN, Perinatal Care, Cosmetic/Aesthetic, Pain Management or Correctional Facility > 10 hours/week



NPSecure®
Malpractice Insurance For
Nurse Practitioners

- 1) Please print a copy of this application to your desktop printer.
- 2) Complete this hard copy by hand, answering all questions
- 3) Sign, date and either:
 - a. Mail your completed application providing your credit card information OR with check payable to:
CM&F Group, Inc., 99 Hudson Street, 12th Floor,
New York, NY 10013
 - OR
 - b. Fax your signed and completed application providing your credit card information (per the application) to
CM&F Group, Inc. at (646) 390.5163
- 4) Once your application is processed & approved, your policy will be mailed within 5-7 business days. Your payment -- whether by check or credit card -- will NOT be processed until your coverage has been approved.

Fax or Mail Completed Application To:
CM&F Group, Inc.
99 Hudson Street, 12th Floor
New York, New York 10013-2815
(212)233-8911 (800)221-4904
Fax (646)390.5163 np@cmfgroup.com

If previously covered with MedPro RRG, please enter the policy number: _____

MEDPRO RRG RISK RETENTION GROUP
HEALTHCARE PROFESSIONAL
PROFESSIONAL LIABILITY INSURANCE APPLICATION – NP

I. General Information

Please print legibly. Please answer all questions; if a question is not applicable, state "N/A".

A.

First Name _____		Middle Initial _____	Last Name _____	
Degree (DNP/MS) Suffix _____		Date of Birth (MM/DD/YYYY) _____	Prof. License Number _____	Graduation Year _____
Street Address _____		Apartment/Suite # _____	City _____	
County (Required) _____	State _____	Zip Code _____	State of Practice _____	National Provider Identifier #(Optional) _____
Business Phone _____	Business Fax _____	Residence/Cell Phone _____		
E-mail Address: _____				

B. Requested Effective Date: ____/____/____
MM DD YYYY

II. Coverage Information

**Please note that requested policy types may not be available in all states.*

A. Coverage Desired:

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

B. Retroactive date shown on my current Claims-Made policy is:

(This date is not a requirement for Occurrence or Claims-Made without Prior acts policies.)

____/____/____
MM DD YYYY

C. 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 purchased.
☐ An extended reporting endorsement has not and will not be purchased.

*Please be advised that if you do not purchase tail coverage (an extended reporting endorsement) from your current insurer where you are insured under a Claims-Made policy, this will result in an uninsured exposure for any claims which may arise as a result of professional services rendered or which should have been rendered while insured by your current insurer's policy. If you do not purchase tail coverage from your current insurer, understand that the policy for which you are applying with MedPro RRG, if offered, will not provide prior acts coverage.

Claims-Made coverage is limited generally 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.

D. Desired Limits:

**Please note that requested limits options may not be available in your state.*

- | | | |
|--|--|--|
| ☐ \$100,000/\$300,000 | ☐ \$200,000/\$600,000 | ☐ \$250,000/\$750,000 |
| ☐ \$500,000/\$1,000,000 | ☐ \$1,000,000/\$3,000,000 | ☐ \$1,000,000/\$6,000,000 |
| ☐ \$2,000,000/\$4,000,000 | | |
| ☐ VA Only: The limits of insurance for Insureds practicing in Virginia will equal the annual damages cap, as set out in VA Code Ann. § 8.01-581.15 as amended, based upon the expiration date of the policy to which this application may become attached. | | |

- E. Are you an Indiana resident electing to participate in the Indiana Patient Compensation Fund?** ___ Yes ___ No
If yes, coverage provided will have limits of \$250,000/\$750,000.
- F. Are you a Louisiana resident electing to participate in the Louisiana Patient Compensation Fund?** ___ Yes ___ No
If yes, coverage provided will have limits of \$100,000/\$300,000.
- G. If in Maryland, do you want to purchase administrative hearing coverage?** ___ Yes ___ No
Administrative Hearing Expense Coverage Option: \$25,000 each limit/\$100,000 aggregate limit.
Defense arising out of Disciplinary, Licensure or similar Administrative Proceedings, arising from your professional services as a Healthcare Professional to a patient may be purchased for an additional premium.

III. Practice Information

- A. Please indicate your Nurse Practitioner Rating Class: (Please select all that are applicable. At least one must be selected.)**

N1

- ☐ Dermatology ☐ Geriatric ☐ Women's Health Care ☐ Oncology ☐ Gynecology
- ☐ Correctional Facility < 10 hours/week

N2

- ☐ Psychiatric Care

N3

- ☐ Family Practice ☐ Pediatric ☐ School Nurse ☐ Neonatal Care

N4

- ☐ Acute Critical Care ☐ OB/GYN ☐ Perinatal Care ☐ Cosmetic/Aesthetic ☐ Pain Management
- ☐ Correctional Facility > 10 Hours / Week

NS

- ☐ Students currently attending an accredited Nurse Practitioner Program

*** I understand that if I am a Nurse Anesthetist or Certified Nurse Midwife, I am not covered by this policy.**

- B. If your specialty is OB/GYN, are you responsible for the labor or delivery of a fetus?** ___ Yes ___ No ___ N/A
- C. Do you perform any major invasive surgical procedures?** ___ Yes ___ No
If yes, please give a general description: _____
- D. As a Nurse Practitioner I practice as:** ___ Employee (W2 & not owner) ___ Self- Employed (File 1099 Tax Form)
- E. Indicate the estimated average number of hours you practice per week.** _____
- F. Is your professional designation/certification currently valid?** ___ Yes ___ No
Please provide date of most recent certification: _____ / _____ / _____
MM DD YYYY
- G. Highest level of education:** ___ Masters (MS) ___ Doctorate (DNP) ___ Licensed Nurse Midwife
- H. Have you completed training/education courses in addition to the level required for licensing/certification?** ___ Yes ___ No
If yes, please provide details. _____
- I. If you are a student, what is the anticipated date of graduation?** _____ / _____ / _____
MM DD YYYY
- J. Are you a member of a Professional Association(s)?** ___ Yes ___ No
If yes, please list membership affiliation(s) _____
- K. Have you completed a risk management education course with the last twelve (12) months?** ___ Yes ___ No

IV. Additional Practice Information

- A. 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?** __ Yes __ No
If yes, please attach a separate sheet with full particulars including date(s).
- B. Have you ever had your hospital privileges, DEA license, healthcare license or reimbursement privileges, refused, denied, revoked, suspended, restricted, subject to a reprimand, placed on probation or voluntarily surrendered?** __ Yes __ No
If yes, please attach a separate sheet with full particulars, including date(s).
- C. Has any professional liability insurance company ever declined, refused, canceled or non-renewed your coverage?** __ Yes __ No
NOTE: MISSOURI AND CALIFORNIA RESIDENTS DO NOT RESPOND.
If yes, please indicate the date(s) and explain. Date: ____ / ____
MM YYYY
- D. 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
- E. Have you ever incurred or become aware of having a condition that impairs your ability to practice your medical specialty?** (i.e. convulsive disorders, mental illness, multiple sclerosis, addiction to alcohol, narcotics or other controlled substances, etc). __ Yes __ No
*If yes, please complete Medical Condition Supplement

V. Loss Information

Please complete the Loss Information Supplement for each written request, incident, claim or suit that has NOT been covered by a MedPro RRG 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, received a written request for treatment records arising out of the rendering or failure to render professional services, or related to any other coverage you are requesting from MedPro RRG (e.g. CGL, EPLI, etc.)?** __ Yes __ No
If yes, how many? ____
- 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 ♦ Permanent Neurological Injury ♦ Loss of Major Organ Function
♦ Death ♦ Loss of Vision. __ Yes __ No
If yes, how many? ____
- C. In the last 12 months, have you received a written request from an attorney for treatment records concerning any current or former patient(s) which might reasonably result in a claim or suit against you?** __ Yes __ No
If yes, how many? ____

VI. Professional Liability Coverage

- A. Please list your prior professional liability insurance, if any.**

Insurance Carrier	Coverage Type (Occurrence or Claims Made)	Policy Number	Limits	Effective Date(s)	Retro Date
_____	_____	_____	_____	_____	_____

VII. Important Notice – Representations, Authorizations, Releases and Notices

MANDATORY: ALL APPLICANTS must read the following:

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.

VIII. 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.

IX. 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.

I understand that any material misrepresentation or omission made by me on this application may act to render any contract of insurance 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 coverage has or will be extended to me or that a policy of insurance will be issued.

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) 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 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.

Applicant/Subscriber's Signature

Date Signed (MM/DD/YYYY)

Print Name

PREMIUM PAYMENT OPTIONS

PREPAYMENT REQUIRED

☐ Check or money order enclosed. ☐ Charge premium to credit card.

I authorize CM&F Group, Inc. to charge the premium to my: ☐ VISA ☐ MASTERCARD ☐ Discover

Credit Card Account Number: _____ Expiration Month and Year: ____ / ____

Print name exactly as it appears on card: _____

THIRD PARTY CREDIT CARD AUTHORIZATION Please complete the following (if payer other than applicant):

CHARGE TO: ☐ VISA ☐ MASTERCARD ☐ Discover

Credit Card Account Number: _____ Expiration Month and Year: ____ / ____

Card Member Name (Print): _____

Signature: _____ Date Signed: _____

MAIL OR FAX COMPLETED APPLICATION & PAYMENT INFORMATION TO:

CM&F Group, Inc.

99 Hudson Street, 12th Floor, New York, NY 10013-2815

212.233.8911 1.800.221.4904 FAX: 646.390.5613 np@cmfgroup.com

MULTI-SPECIALTY HEALTHCARE PROFESSIONAL**LOSS INFORMATION SUPPLEMENT**

Please complete the following information for each applicant involved in each claim or incident. Please make copies if additional forms are needed for multiple claims or incidents and/or each applicant.

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

A. Is the matter related to A, B or 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. Is the matter identified in the Loss Information section related to (Check only one):

- ☐ Professional Liability
☐ Other Commercial Liability, i.e. General Liability, EPLI, Cyber, etc. (please describe): _____

C. Patient/Claimant Information:

 Last Name First Name Age

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

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

F. 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: _____

G. Name of all other doctor(s), hospital(s), surgery center(s) or healthcare provider(s), if any, involved: _____

H. Current status: ☐ Open ☐ Closed

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

If closed, date of closing: ____/____/____
 (MM/YYYY)

Was a payment made? ☐ Yes ☐ No

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

2. Total amount of settlement or award: \$ _____

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

I. Nature of allegations or potential allegations:

Condition treated: _____

Treatment provided: _____

Alleged negligence: _____

Alleged injury: _____

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

K. What steps or procedures have you adopted to prevent a similar claim? Please explain:

Applicant's Name: _____

HEALTHCARE PROFESSIONAL LIABILITY INSURANCE APPLICATION

Assignment of Cancellation Rights and Premium Refund Supplemental Application

Would you like to assign an employer or named third party the right to cancel your policy and receive any premium refund? _____ Yes _____ No

If yes, please sign below:

By my signature, I assign to the following employer or named third party (include name and address), the right to cancel my policy and to receive any unearned premium. However, I do request that copies of all premium refund correspondence 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 CM&F Group at 212-233-8919 or sending written notice to The Medical Protective Company Program Administrator, CM&F Group, Inc. 99 Hudson Street, 12th Floor, New York, NY 10013-2815.

Name of Employer or Third Party

Street Address

City

State

Zip Code

()

Phone #

Signature of Applicant

Date