

PROFESSIONAL LIABILITY INSURANCE APPLICATION

HOW TO APPLY:

1. Complete application below.
2. Note the premium below for the policy you selected.
All premiums are annual.
3. Return your completed application, along with your annual premium, to the address provided.

All coverages elected must be under the same policy limits. Coverage is effective the date your application is approved and payment is received. Please allow three to four weeks for delivery of your certificate. **Please print or type all information.**

IMPORTANT: If you own and operate a laboratory, do not submit this application. Please contact the administrator for the correct application.

FLORIDA RESIDENTS ONLY

1. APPLICANT INFORMATION (Applicant Must Complete)

LAST NAME		FIRST NAME		INITIAL
BUSINESS/CORPORATE NAME/DBA/YOUR NAME, IF NOT INCORPORATED (COMPLETE ONLY IF YOU OWN THE BUSINESS)				FEDERAL TAX I.D. #
NAMES OF OWNERS, PARTNERS AND CORPORATE OFFICERS WHO ARE ACTIVE IN THE BUSINESS AND THEIR PROFESSIONAL OCCUPATION (BUSINESS APPLICANTS ONLY)				
ADDRESS		CITY	STATE	ZIP
BUSINESS PHONE	FAX #	HOME PHONE#	E-MAIL ADDRESS	
DATE OF BIRTH		SOCIAL SECURITY #		
Eligible Occupations – Please check your specialty:		<input type="checkbox"/> Art Therapist <input type="checkbox"/> Drama Therapist <input type="checkbox"/> Dance Therapist <input type="checkbox"/> Music Therapist		

2. EMPLOYED INDIVIDUALS

ANNUAL LIMITS AND PREMIUMS

\$2,000,000 per incident/occurrence	\$1,000,000 per incident/occurrence
\$4,000,000 annual aggregate	\$3,000,000 annual aggregate
<input type="checkbox"/> \$98	<input type="checkbox"/> \$84

Individual Employed coverage is not available if you have Employees or Independent contractors working on your behalf.

3. SELF-EMPLOYED INDIVIDUALS AND BUSINESS APPLICANTS

If you have employees or independent contractors, you must complete this section.

You must pay a premium for each owner, partner and officer active in the business.

Professional Liability – Named Insured

Self-Employed more than 20 hours per week	() x \$372 = \$ _____	() x \$318 = \$ _____
Self-Employed less than 20 hours per week	() x \$165 = \$ _____	() x \$141 = \$ _____
Other (owner who does not specialize in one of the eligible occupations)	() x \$ _____ = \$ _____	() x \$ _____ = \$ _____

(Please specify and contact administrator for appropriate premium)

BE SURE TO COMPLETE ALL PAGES AND SIGN LAST PAGE

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3. SELF-EMPLOYED INDIVIDUALS AND BUSINESS APPLICANTS *(continued)*

You must pay a premium for each employee active in the business.

_____ () x \$98 = \$ _____ () x \$84 = \$ _____
List occupation of employees from above list
OTHER _____ () x \$ _____ = \$ _____ () x \$ _____ = \$ _____
Specify and call Administrator for premium

4. OPTIONAL COVERAGES (SELF-EMPLOYED INDIVIDUALS AND BUSINESS APPLICANTS ONLY)

General Liability (location must be owned or rented by the named insured)

Coverage for 1st location ☐ \$140 ☐ \$120
Each additional location () x \$59 = \$ _____ () x \$50 = \$ _____

(List name and address of each facility on a separate sheet of your letterhead)

Additional Insured

Premium is for each facility under contract () x \$183 = \$ _____ () x \$156 = \$ _____

(List name and address of each facility on a separate sheet of your letterhead)

5. PREMIUM CALCULATIONS

SIZE OF GROUP PREMIUM CREDIT

This credit is based upon the size of group at the time coverage is purchased. Credits apply as follows:

Groups of 2–9 professionals, 4%; Groups of 10–14 professionals, 8%; Groups of 15 or more professionals, 12%

a. Subtotal Liability Premium from Sections above.	=	\$ _____
b. Less Premium Credit for Group Size (if applicable)	-	\$ _____
c. Subtotal (line a - b)	=	\$ _____
d. Add 0.4% of Line c for the Regular *FLIGA Surcharge	+	\$ _____
e. Add 0.4% of Line c for the Emergency *FLIGA Surcharge	+	\$ _____
f. Add 1.9% of Line c for the 2007 Regular *FLIGA Surcharge	+	\$ _____
g. Total Premium Due (line c + d + e + f)	=	\$ _____

*(FLIGA) Florida Insurance Guaranty Association. Please see the attached Transparency and Disclosure sections for more information regarding the Florida Insurance Guaranty Association surcharges.

6. MUST ANSWER

1. Have you or any of your employees ever had the following: revoked, suspended, refused, denied renewal, placed on probation, cancelled, or voluntarily surrendered by you or any of your employees or is such an action pending? (If Yes, explain on a separate sheet of paper, please include dates and details.)

State License or Certification	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Malpractice Insurance	<input type="checkbox"/> YES	<input type="checkbox"/> NO

2. Has any claim or suit ever been brought against you or any of your employees or are you or any of your employees aware of any incident that might reasonably lead to a claim or suit? (If Yes, explain on a separate sheet of paper, please include dates, allegations and amounts.)
☐ YES ☐ NO

BE SURE TO COMPLETE ALL PAGES AND SIGN LAST PAGE



I understand that I am not covered by this insurance if I render or fail to render any professional services as the following: physician, surgeon, dentist, sonographer, colon therapist, nurse midwife, chiropractor, podiatrist, osteopath, cytotechnologist, electroneurodiagnostic technologist, perfusionist or psychiatrist. I understand that these professional occupations are excluded from coverage. I understand that this insurance will not apply to any partner, principal or owner of a residential/overnight facility. The insurance described herein is subject to the terms, conditions and exclusions of the insurance certificate. The insurance is excess when other insurance applies to a loss.

In order to enhance the stability of this professional liability insurance program, coverage has been organized through a purchasing group, pursuant to legislation, known as the Federal Liability Risk Retention Act of 1986, enacted by Congress. Coverage is provided to the purchasing group by the Chicago Insurance Company, one of The Fireman's Fund Insurance Companies. Once the completed application has been approved and the premium has been received, you will automatically become a member of the Allied Health Purchasing Group Association, located and domiciled in Illinois and obtain the insurance coverage afforded through the Group Policy on an annual term.

This application is subject to the underwriter's approval. Your completion of this application and premium payment does not bind coverage or obligate the insurance company to issue you insurance coverage. Coverage will become effective following the receipt of your acceptable application and premium payment. Your application cannot be processed unless it is completed in its entirety. The application is subject to the company's underwriting rules.

I declare the information contained in the application is true and that no material facts have been suppressed or misstated. I understand that incorrect information could void protection. Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act.

YOU MUST SIGN AND DATE THIS APPLICATION

Signature _____ Date _____

Enclosed is my check for \$ _____ Effective Date Desired* _____

Make check payable to Seabury & Smith/Marsh and return your check and this application in the envelope provided.

*May not be earlier than the date the administrator receives and approves this application.

I authorize Seabury & Smith/Marsh to charge my: ☐ VISA ☐ MasterCard Amount \$ _____

Credit Card Number _____ Expiration Date _____

Print name exactly as it appears on card _____

Administrator:

MARSH

Affinity Group Services
a service of Seabury & Smith

Joan F. O'Sullivan, Licensed Agent
75 Remittance Drive, Suite 1788
Chicago, IL 60675-1788
1-800-503-9230
www.proliability.com

**Allied Health
Professional Liability
Insurance Program**

Underwritten by:

Chicago Insurance Company
One of the Fireman's Fund Insurance Companies®

Note: This is only a summary of the insurance certificate provisions. If any conflict exists with the actual insurance certificate, the terms of the insurance certificate control.

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Transparency and Disclosure

Thank you for expressing your interest in the professional liability plans administered by Marsh ConsumerConnexions. As a part of Marsh's best practice, we are disclosing the following:

In this transaction, Marsh is acting as the insurance agent and program manager for Chicago Insurance Company ("Insurer") for this type of coverage, and not as your insurance broker. Comparable insurance products may be available in the insurance market place. Marsh is only offering this selected carrier quote proposal.

Marsh & McLennan Companies, Inc. and its subsidiaries own equity interests in certain insurers and have contractual arrangements with certain insurers and wholesale brokers. Information regarding such interests and contracts is available at <http://global.marsh.com/about/Transparency.php>

Marsh earns and retains interest income on premium held by Marsh on behalf of insurers during the period between receipt of such payments from clients and the time such payments are remitted to the applicable insurer, where permitted by law.

The premium quoted includes up to 31.5% commission payable to Marsh. Your premium payment indicates your consent to this commission for this policy period.

Illinois Only - Illinois Medical Profession Liability Law PA94-677

Illinois Medical Profession Liability Law PA94-677, Senate Bill 475, requires insurers to implement a quarterly premium payment installment plan as prescribed by the Secretary of the Illinois Department of Financial and Professional Regulation (IDFPR).

If you practice in the state of Illinois and your annual medical professional liability premium is above \$500, please visit www.proliability.com/illinstall for information regarding installment payment options.

Florida Only - Florida Insurance Guaranty Association - (FLIGA)

The Florida Insurance Commissioner has instructed all licensed property and casualty insurers, including the Fireman's Fund Insurance Companies®, to pay assessments for the state Property and Liability Insurance Guaranty Association. The Guaranty Association is maintained to make funds available should an insurance company be unable to meet its financial obligations to all policyholders. In such circumstances, when the Commissioner has ordered assessments, Florida law directs insurers to surcharge their customers to recoup these assessments.

Your policy includes this surcharge. The amount of the surcharge is shown on your declarations page as "FLIGA".

New Jersey Only - Property and Liability Insurance Guaranty Association – (PLIGA)

The New Jersey Insurance Commissioner has instructed us to pay an assessment for the state Property and Liability Insurance Guaranty Association. The Guaranty Association is maintained to make funds available should an insurance company be unable to meet its financial obligations to all policyholders. In such circumstances, New Jersey law authorizes insurers to surcharge their customers to recoup these assessments.

Your policy includes this surcharge. The amount of the surcharge is shown on your declarations page as "PLIGA Surcharge."

As always, we encourage you to contact your Marsh representative if you have any questions about this message, your policy, or your premium.

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Professional Liability Insurance Program

Allied Health Professionals

Safeguard Your Financial Future With Your Own Professional Liability Coverage

- **More Opportunities,**
- **More Responsibilities,**
- **More Risk**

Do you supervise others? Follow doctors' orders? Monitor patients' reactions to treatment? Render counseling or advice? Provide professional services? If so, you are at risk of being sued for malpractice.

As a healthcare professional, you've devoted years to study and training. Your skills and experience are constantly being tested...with emergency decisions, stressful conditions, and difficult patients or clients. How you respond can determine not only your professional reputation, but your future.

Under such circumstances, it's too easy for something to go wrong. A malpractice suit or a charge of negligence—justified or not—could mean the end of your career. That's why we strongly urge you to have your own Professional Liability Insurance.

Protection You Can Count On, Now and in the Future

Because our plan uses an "occurrence form," you are covered for designated professional services performed during the term of the insurance certificate...no matter when the suit or claim is made. You have this protection now and in the future for any claims resulting from covered services performed while the insurance certificate was in force.

Employer Provided Coverage is Limited

You can't rely solely on the liability protection provided by your employer. Without your own professional liability protection, you could end up paying all attorney fees, court costs and loss of wages out of your own pocket because...

- There may be gaps in your employer's policy.
- A suit may be filed after you have terminated employment.
- Most employer-provided coverage does not cover you for actions that take place outside the workplace or for actions performed outside of your job description or when established procedure was not followed.

Allied Health Professional Liability Insurance Program

- With employer-provided coverage, you have to share your coverage with your co-workers, your employer and the entity.

- A consolidated defense for an employer usually represents the interest of the employer, not *you*.

This protection is yours alone—individual coverage is not shared among you, your co-workers and your institution. A qualified "consent to settle" clause enables *you* to make the *final decision* in settling your claims.

And, it protects you if someone you supervise, and for whom you are legally liable, is named in a suit.

Now You Know How You Can Protect Yourself

The Marsh Affinity Group Services Professional Liability program written by Chicago Insurance Company, one of the Fireman's Fund Insurance Group is specifically tailored to fit the diverse needs of healthcare professionals. To apply for coverage, simply complete the enclosed application and send it in with your premium payment. Once your payment is received and your application is accepted your coverage will begin. Don't wait another day!

Come Grow With Us...

Marsh Affinity Group Services and Chicago Insurance Company have grown with the healthcare industry and are in a position to help you grow, as well. We will be with you each step of your career. As your Insurance Administrator, Marsh is equipped to insure all of your professional risks as your healthcare role evolves from student to practicing professional to self-employment, even retirement. Our solid experience in teaming with healthcare professionals like you guarantees insurance tailored to your needs. Our long relationship with Chicago Insurance Company (our insurance carriers), our expertise in your industry and our current product line will benefit you throughout your career. Consider us your home for insurance.

We invite you to call us for more information; our friendly service representatives will be happy to answer your questions.

A Company You Can Trust

Marsh Affinity Group Services administers professional liability insurance programs for more than 200 professional associations, representing 15 million members worldwide. Our staff of trained professionals understands your needs.

Marsh Affinity Group Services and the Chicago Insurance Company have worked closely together to develop one of the most competitive professional liability insurance programs available for healthcare professionals. As the administrator of this program, Marsh Affinity Group Services, a service of Seabury & Smith, is dedicated to providing you with the customer service you deserve.

Optional Coverages

Self-employed Individuals & Group Practices may also purchase the following:

- **Entity Coverage** — Separate Limits of coverage equal to those selected for the professional members are available for the entity, up to 1 million/3 million, for an additional premium. This feature protects the entity with a separate set of limits for its liability.
- **General Liability** — Provides coverage for non-professional liability claims resulting from business operations, either on or off your business property.
- **Additional Insured** — Protects a healthcare facility you provide services for against claims arising out of the sole negligence of the persons insured. You should only purchase this coverage if the facility requires you to.

For Individuals:

- a **qualified "consent to settle" clause** which requires your consent to settle claims.
- **loss of earnings** — pays up to \$10,000 per incident / occurrence for attendance at a trial, hearing or arbitration proceeding for a covered claim. "Reasonable expenses" are included in this limit.
- **reimbursement of defense costs** up to \$5,000 per incident / \$10,000 annual aggregate for the investigation or defense of all proceedings before *any* entity responsible for regulating your professional conduct (i.e., licensing board).
- **expense reimbursement** up to \$5,000 for legal representation for depositions related to your professional duties. This coverage applies when you are not named in a claim but are required to be deposed, for instance, as a witness to the event.
- **locum tenens coverage** provides coverage when another professional temporarily assumes your duties and provides services on your behalf for a specific period of time. The locum tenens shares in the limits of the professional being replaced. For *self-employed* only.
- **managed care contracts** are specifically addressed; if you assume liability in a contract, you will be covered for negligent acts, for which you are solely responsible.
- **reimbursement for first aid expenses**, providing up to \$2,500 for medical supplies when you respond to an emergency.
- **\$500 coverage is provided for damage to the property of others** if unrelated to your professional duties.
- **assault coverage** is provided up to \$5,000 per assault/ \$10,000 annual aggregate and includes travel to and from the workplace.

- **supplemental liability for non-business pursuits** — provides bodily injury and property damage coverage for occurrences not related to professional duties.
- **medical payments coverage** — pays up to \$1,500 per person (maximum \$75,000 for all persons) for non-business pursuits if someone is injured in or around your home, for example.
- **legal fees and court costs** are paid *in addition to* your limits of liability.
- **covers you anywhere in the world** provided the claim is made or suit is brought within the United States, its territories or possessions, or Canada.

For Group Practices:

- for qualified group practices, a **premium credit** is available. Depending on the number of professionals in the group, credits range from 4% to 12%.
- each professional member of an insured group will have a **separate annual aggregate limit**.
- **volunteers** are automatically covered.
- a **qualified "consent to settle" clause** which requires your consent to settle claims.
- **"Products Hazard"** coverage for equipment specifically designed, made or altered for a patient or client.
- **loss of earnings** — pays up to \$10,000 per incident / occurrence for attendance at a trial, hearing or arbitration proceeding for a covered claim. "Reasonable expenses" are included in this limit.
- **reimbursement of defense costs** up to \$5,000 per incident/\$10,000 annual aggregate for the investigation or defense of all proceedings before *any* entity responsible for regulating your professional conduct (i.e. licensing board).
- **expense reimbursement** up to \$5,000 for legal representation for depositions related to your professional duties. This coverage applies when you are not named in a claim but are required to be deposed, for instance, as a witness to the event.
- **locum tenens coverage** provides coverage when another professional temporarily assumes your duties and provides services on your behalf for a specific period of time. The locum tenens shares in the limits of the professional being replaced.
- **managed care contracts** are specifically addressed; if you assume liability in a contract, you will be covered for negligent acts, for which you are solely responsible.
- **reimbursement for first aid expenses** providing up to \$2,500 for medical supplies when you respond to an emergency.
- **assault coverage** is provided up to \$5,000 per assault/ \$10,000 annual aggregate and includes travel to and from the workplace.
- **moonlighting coverage** for business owners' professional activities.
- **legal fees and court costs** are paid *in addition to* your limits of liability.



- **covers you anywhere in the world** provided the claim is made or suit is brought within the United States, its territories or possessions, or Canada.

Our professional staff will answer your questions. If you have any questions about your coverage, please call Marsh Affinity Group Services toll-free at 1-800-503-9230. One of our knowledgeable service representatives will be happy to assist you.

About This Program

This brochure contains a summary of the insurance certificate provisions. If there is a conflict between this brochure and the actual insurance certificate, the insurance certificate language will control.

Administrator:

MARSH

Affinity Group Services
a service of Seabury & Smith
Joan F O'Sullivan, Licensed Agent
75 Remittance Drive, Suite 1788
Chicago, IL 60675-1788

1-800-503-9230
www.proliability.com
CA-0633005

Underwritten by:

Chicago Insurance Company,
one of the Fireman's Fund Insurance Companies.

Restrictions

This program is designed to provide professional liability insurance protection. All rates and coverages are subject to the terms and conditions of the policy and may vary by state. You are not covered while operating a motor-driven vehicle, when engaged in any other business outside your professional duties, when engaged in an unlawful action, or when acting as a proprietor, owner, partner, manager, superintendent, or officer of any hospital, sanitarium, medical clinic, health maintenance organization, managed care facility, foster care agency, adoption agency or any other facility not specified in the declarations. You are not covered when acting as a colon therapist, chiropractor, cytotechnologist, dentist, nurse midwife, osteopath, perfusionist, physician, podiatrist, psychiatrist, sonographer, surgeon, or any other medical specialist not named in the declarations. See insurance certificate for complete list of exclusions.

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