



Physician Assistant Individual Professional Liability Insurance Application— Claims-Made, Occurrence or Convertible Claims-Made Form

YES, I want Physician Assistant Individual Professional Liability Insurance, based on the limits of liability I have selected.

Z1WW204

A. GENERAL INFORMATION

Please answer ALL questions and SIGN and DATE this form. Incomplete requests cannot be processed.

1. Name: _____ Social Security Number: _____
 Home Address: _____ Day Telephone #: (_____) _____
 City: _____ Night Telephone #: (_____) _____
 State: _____ Zip: _____ Fax: (_____) _____
 County: _____ E-mail: _____
 Date of Birth: ____/____/____

B. PRACTICE INFORMATION

2a. I primarily work in/at (choose one):

- Comm. Health Facility (02)
- Correctional Facility (10)
- Emergency Unit (27)
- Home Health (05)
- Hospice (06)
- Hospital –In-Patient Unit(31)
- Hospital –Operating Room(30)
- Nursing Home/LTC (08)
- Outpatient Facility (16)
- Primary Physician Clinic (32)
- Psychiatric Facility (28)
- School/Health Dept. (11)
- Specialty Physician Clinic (33)
- Surgicenter (13)
- Trauma Center (29)
- Other (15) _____

2b. Indicate all that you currently perform in your professional practice:

- Anesthesia Administration (19)
- Assist in Surgical Procedures (20)
- Cardiac Catheterization (21)
- Cardiovascular Surgery (22)
- Compile Patient Histories (23)
- Cosmetics Procedures (24)
- Plastic Surgery (24)
- ER or Critical Care (<10 Hours per week) (25)
- ER or Critical Care (>10 Hours per week) (25)
- Geriatric Care (27)
- Gynecology (28)
- Health Education/Counseling (29)
- Initiate Treatment Plans (30)
- Obstetrics (31)
- Orthopedic or Thoracic Surgery (32)
- Patient Screening/Diagnostics (33)
- Pediatric Care (34)
- Perform Minor Surgery (35)
- Perform Physical Exams (36)
- Perform Routine Labs (37)
- Pre/Post Natal Care (39)
- Pre/Post Op Care (39)
- Psychiatric Care (40)
- Rehabilitation Treatment (41)
- Other (specify) (42) _____

2c. Employment Status:

- Employed**, defined as providing services on behalf of an entity you do not own, and receiving a W-2 Form from your employer.
If employed, please provide the following:

Name of employer: _____ City: _____ State: _____

Self-Employed Physician Assistants defined as providing services as an independent contractor and paying self-employment taxes using a 1099 Form, must include a copy of their supervising physician's Declaration Page with their application in order to be considered for coverage. If you are a surgical PA reporting to multiple physicians, or cannot otherwise provide the required Declarations Page, please call 1-888-273-4686 for assistance with your application. If you are incorporated with or without employees, please call **1-888-288-3534**.

- Self-employed, performing cosmetic procedures.** (See page 4 for exclusions)
- Self-employed, not performing cosmetic procedures.**

If you are a student or recent graduate, please provide the following:

- Recent Graduate** (If you have graduated within the previous 12 months and you are applying for full-time coverage, you are eligible for a 50% discount off your occurrence and convertible claims-made premium. Discounts only available for occurrence and convertible claims-made where applicable.)
- Student** Name of school: _____ Graduation Date: ____/____/____

2d. Please indicate your Physician Assistant Class. *For Class Definitions, see Page 4.*

- Class 1
- Class 2
- Class 3
- Student

2e. Full-time physician assistant (check only if total hours worked is greater than 24 hours per week)

- Part-time physician assistant (check only if total hours worked does not exceed 24 hours per week; eligible for 35% discount off the full-time rate)

2f. Are you a member of a professional association? Yes No Name of Association _____

C. COVERAGE INFORMATION

3a. Coverage Desired: a. Occurrence Coverage b. Claims-Made Coverage c. Convertible Claims-Made Coverage

Please see page 4 for a comparison of available coverages.

3b. Please check the coverage limits you would like (Each Claim/Aggregate). For limits other than up to \$1,000,000 each claim/up to \$3,000,000 aggregate, please call 1-888-273-4686 for your rate.

- a. \$100,000/\$300,000
- b. \$200,000/\$600,000
- c. \$250,000/\$750,000
- d. \$500,000/\$1,000,000
- e. \$1,000,000/\$3,000,000

Residents of Michigan and Texas: To qualify for the highest possible limits, you must enclose a copy of your supervising physician's current Declarations Page with your application. Without it, your limits of liability will be subject to state maximums as defined by the Program.



Print name: _____

C. COVERAGE INFORMATION

4. Do you need Prior Acts Coverage? (If so, you must provide the Retro Date of your current policy, found on the Declarations Page. For important details on
- Yes, I need Prior Acts Coverage. My Retro Date is: _____ / _____ / _____
(If requesting Prior Acts, please include copy of your Declarations Page and copy of your claim loss data form your current insurance carrier.)
- No, I do not need Prior Acts Coverage. I have read and understand "Important Notice About Claims-Made Coverage" on Page 4.
5. Enter your total amount due (include \$2.00 HPSO Purchasing Group Membership Fee): \$_____ **Refer to Page 3 for instructions.**
6. Requested Effective Date: _____ / _____ / _____ (Must be within 60 days from the date we receive your application. If date indicated
MONTH DAY YEAR is prior to receipt date or if not filled out, the effective date will be the receipt date.)
7. Have you ever had professional liability insurance declined, canceled or non-renewed for any reason other than for nonpayment of premium? (Not applicable for MO residents) Yes No
8. Has any claim or lawsuit for malpractice ever been brought against you or are you aware of any incidents that may result in a claim or lawsuit? Yes No
9. Within the last 5 years, have you been the subject of complaints, charges, or disciplinary action against you for any reason, by a court, licensing board or regulatory agency responsible for maintaining the standards of your profession? Yes No
(If you have answered "yes" to questions 7, 8 or 9, please provide complete details on a separate sheet of paper and attach to application.)
10. Do all physicians with whom you practice or collaborate or to whom you refer patients have professional liability limits equal to or greater than those you are applying for? Yes No

Insurance Agent: Michael J. Loughran Iowa License #IA241616; Florida License #A158896

PAYMENT OPTIONS*:

- Enclosed is my check.* (Payable to: HPSO) Charge my credit card: AMEX Visa MasterCard Discover
- Bill me. Credit Card # _____ Exp. Date: ____/____

*Residents of NJ and WV must first add a state mandated surcharge to your base premium (NJ: 0.90%, WV: 0.55%). All applicants must add a Healthcare Providers Service Organization Purchasing Group Membership Fee (\$2.00.) To calculate your total amount due, please add your base premium, state surcharge (if applicable) and membership fee. If you are paying by credit card, your card will be charged as detailed above.

I have answered these questions to the best of my knowledge. I certify that I hold the highest credentials or standards appropriate for the healthcare profession for which I have applied as mandated by my state guidelines. I have not withheld information that would influence the judgment of the Insurance Company. My signing of this application does not bind the Company to complete this insurance. It is agreed that this Application shall be on file with the Company and that it shall be deemed to be attached to and made part of the policy, if issued, as if physically attached to the policy. I hereby represent that the aforementioned statements and answers are correct and complete. I further understand that an incorrect or incomplete statement or answer could void my insurance coverage. This application will be the basis of the contract should a Certificate of Insurance be issued. I understand the state mandated surcharge will be added to my annual premium if I am a resident of NJ (0.90%) or WV (0.55%). I have read and consent to the compensation terms on page 4.

FRAUD NOTICE - WHERE APPLICABLE UNDER THE LAW OF YOUR STATE

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 or incomplete information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and may be subject to civil fines and criminal penalties (For District of Columbia residents only: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information, materially related to a claim, was provided by the applicant.) (For Florida residents only: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.) (For Louisiana residents only: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.) (For Maine residents only: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.) (For New York residents only: 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.) (For Oklahoma residents only: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.) (For Pennsylvania residents only: 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.) (For Tennessee and Washington residents only: Penalties include imprisonment, fines and denial of insurance benefits.) (For Vermont residents only: 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 or incomplete information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which may be a crime and may be subject to civil fines and criminal penalties.)

Please Print Name _____

Applicant Signature **X** _____

Date: ____/____/____
MONTH DAY YEAR

This application must be fully completed, signed and dated in ink. We will issue your certificate of insurance upon approval.

Agent/Broker Information:

Agency Name: _____ Contact Name: _____

Address _____ City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____ Email: _____

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Please see page 4 of this application for compensation disclosure information.

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DETERMINING YOUR RATES

Claims-Made

Rates for a claims-made policy increase automatically over a number of years to reflect accumulating risk, until they reach a maximum or "maturity." If you are newly licensed or you are currently insured under an occurrence policy, you would pay the premium appropriate for your class listed under the "Year 1" column in the chart below. Please note this premium on Page 2 of the application where indicated. Include a mandatory \$2.00 HPSO Purchasing Group Membership Fee. You do not need to enter a Retro Date because it will be the same as your effective date.

If you have been insured under a claims-made policy and wish to continue your coverage without interruption, you must include a copy of your current Declarations Page with this application. Please enter the Retro Date of your current policy (found on the Declarations Page), and the requested effective date of your new policy, on this application where indicated. To determine the appropriate rate, first note the number of years that have lapsed between the dates you provided on Page 2. Fractional years of six months or more are rounded UP; less than six months rounded to the next lower year. Once you have calculated the correct number of years, add 1 to this total to represent the current year, and this number is the basis for your coverage. If the total is 5 years or more, you would pay the "Mature" rate listed on the chart below. Totals of less than 5 years pay the appropriate premium listed in the matching column. Please note the total premium you have selected on Page 2 of this application where indicated.

Prior Acts

If you do not require Prior Acts coverage, please check the appropriate box on question 4 of this application. If you have any questions or need help with this application, or if you would like information on Prior Acts coverage for services performed before the effective date of this policy, please call 1-888-273-4686 for assistance.

CLASS DEFINITIONS

Cosmetic Coverage A physician assistant who performs cosmetic procedures (aesthetic procedures) means any service, treatment or advice or instruction for the purpose of skin or appearance enhancement, including botox or its homeopathic equivalent or any injectable neurotoxins or dermal fillers or other services which are intended to improve, alter, or enhance a person's appearance, whether or not for psychological or emotional reasons. It also includes your services when assisting a physician while performing plastic surgery, reconstructive surgery or cosmetic surgery. **All self-employed individuals use class 3 pricing for Cosmetic Coverage regardless of class. *See exclusions below.**

- Carboxytherapy
- Vamana exceeds 3 mm.
- Any procedures, treatments or services that are identified as beyond the scope of your state's practice act as a licensed practitioners
- Colonics
- Vein Stripping
- Colon Hydrotherapy
- Emesis or Purgation

Please request a copy of the Cosmetic Procedures Exclusionary endorsement for full explanation of coverage limitations for cosmetic procedures.

- Class 1:** A physician assistant who does not fall into classes 2 or 3 as defined below who performs tasks ordinarily reserved for the Physician and who works under the direction and supervision of a licensed physician to assist the physician in management of patients. By selecting Class 1, you are confirming you do not provide cosmetic procedures as a self employed physician assistant.
- Class 2:** A physician assistant who is involved in any of the following: (1) assisting in surgery (other than observation); (2) trauma/emergency room procedures/responsibilities (10 hours or less per week); (3) prenatal or postnatal care; (4) assisting in anesthesiology. By selecting Class 2, you are confirming you do not provide any cosmetic procedures as a self employed physician assistant.
- Class 3:** A physician assistant who is involved in any of the following: (1) orthopedic surgery; (2) OB/GYN surgery; (3) cardiovascular surgery; (4) thoracic surgery; (5) plastic surgery; (6) trauma/emergency room (greater than 10 hours per week); (7) exposure to OB, including delivery room responsibilities; (8) exposure to cardiac catheterization lab; (9) self employed and performing cosmetic procedures.
- Student:** Student physician assistant. Student physician assistants will be insured under an occurrence-form policy and pay the mature annual rate of \$150 for fixed limits of liability of up to \$1,000,000 each claim/up to \$3,000,000 aggregate.

AN IMPORTANT NOTICE ABOUT CLAIMS-MADE COVERAGE – PLEASE READ

If you are currently insured under a claims-made policy, it is important that you continue your coverage without interruption when moving to a new policy. By providing HPSO with the Retroactive Date or "Retro Date" of your expiring policy, upon approval of your application, your new policy will provide you with continuous coverage. This means that any claim that might occur on or after your Retro Date will be covered under your new policy. If you do not provide your current Retro Date on this application, and do not elect to purchase Extended Reporting Period coverage from your former insurer ("tail coverage"), your previous claims-made coverage will lapse. It will no longer respond to any claims that may arise for that original policy period — and neither will your new policy. This could leave you completely unprotected or "bare".

Claims-made Coverage

Claims-made coverage was introduced as an alternative form of coverage. Under a claims-made policy, coverage is provided for claims-made against the policyholder and reported to the insurance company while the policy remains in force and during any applicable extended reporting period. In the first few years, each time a claims-made policy is renewed, the premium increases automatically to take into account the likelihood of claims being reported from the current and previous policy periods. Generally, claims-made coverage is offered on an annual basis. You may want to consider two options in the event you change from a claims-made policy with one insurance company to another - or your claims-made policy is cancelled, non-renewed or replaced by an occurrence policy.

Extended Reporting Period Endorsement

The first option, known as an Extended Reporting Period Endorsement, allows you to report a claim to your prior insurance company after the policy has ended. It provides protection for covered claims that arise out of incidents that occurred during the policy period, up to the date the policy ended. You must pay an additional premium for Extended Reporting Period coverage-possibly as much as two or more times your current year's premium. Some insurance companies offer this endorsement at no charge - if certain special policy conditions are met by the policyholder.

Prior Acts Coverage

The second option is known as Prior Acts Coverage. Many insurance companies - and those plans offered through HPSO — offer this option to protect insureds who had claims-made coverage immediately prior to the current policy period, but with a different insurance company - and who did not purchase an Extended Reporting Period Endorsement from that company when the policy ended.

Prior Acts Coverage protects against claims arising out of incidents that happened before the inception or effective date of a new policy. Some companies may charge an additional premium for this coverage.

Occurrence Coverage

An occurrence policy provides coverage for an injury or damage that takes place during the policy period, regardless of when the claim is reported. Thus, an occurrence policy provides long-term protection for any covered claim that may arise at any time in the future - up to the limits of the policy in force at the time of the incident that led to the claim.

Convertible Claims-Made

Eligible insured's may participate in a convertible claims-made plan. This plan provides insured's written on a claims-made policy form the option to convert to an occurrence form after three consecutive claims free years in the plan. Claims free means that, at the inception of the fourth consecutive policy period, there have been no claims reserved or paid by the Company within the past three policy periods. The applicable premium under this plan is the occurrence premium regardless of "step". Upon inception of the fourth consecutive policy year, if the insured elects to purchase the renewal, the Company will issue an occurrence policy form. Extended reporting period coverage for the claims-made policy will be issued at no additional charge.

COMPENSATION and OTHER DISCLOSURE INFORMATION

Healthcare Providers Service Organization (HPSO), a division of Affinity Insurance Services, Inc., exclusively offers the HPSO Program as an agent of CNA and provides services that may include the following: program marketing, underwriting, policy management, billing, risk management and client services on its behalf.

Affinity Insurance Services Inc. is an insurance producer licensed in your state. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction involves one or more of these activities. Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In addition, Affinity may charge a fee for administrative services. Your signature on your application, quote form, check, and/or other authorization for payment of your premium, will be deemed to signify your consent to and acceptance of the terms and conditions including the compensation, as disclosed above, that is to be received by Aon. The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by calling 1-888-273-4686.

In addition, premiums paid by Clients to Affinity for remittance to insurers, Client refunds and claim payments paid to Affinity by insurance companies for remittance to Clients are deposited into fiduciary accounts in accordance with applicable insurance laws until they are due to be paid to the insurance company or Client. Subject to such laws and the applicable insurance company's consent, where required, Affinity will retain the interest or investment income earned while such funds are on deposit in such accounts.

Aon Corporation, our ultimate parent company, and its affiliates have from time to time sponsored and invested in insurance and reinsurance companies. While we generally undertake such activities with a view to creating an orderly flow of capacity for our clients, we also seek an appropriate return on our investment. When they exist, these investments, for which Aon is generally at-risk for potential price loss, typically are small and range from fixed-income to common stock transactions. In such case, the gains or losses we make through our investments could potentially be linked, in part, to the results of treaties or policies transacted with you. Please visit the Aon web site at http://www.aon.com/market_relationships for a current listing of insurance and reinsurance carriers in which Aon Corporation and its affiliates hold any ownership interests.

Contracts and Agreements

Aon Corporation's operating affiliates are parties to numerous agreements with many insurance and reinsurance companies, including companies from which our clients have purchased insurance or reinsurance. Please visit http://www.aon.com/market_relationships for more detail on these agreements.