

If you answered yes to any of the questions in Part III above, please complete the enclosed Loss Information Supplement.

PART IV. PROFESSIONAL INFORMATION

- A. Have you attended any cases that resulted in a formal incident report or investigation by any healthcare facility? Yes No
- B. Have you been involved in a case in any government facility, Veterans Administration facility, or Indian Reservation where you cannot be held personally liable, and the outcome of the case resulted in a patient's death, neurological injury or any permanent injury? Yes No
- C. Have you incurred or become aware of having a condition that impairs the ability to practice your medical specialty? (i.e. mental illness, alcoholism, controlled substances, etc. Note: Functional addiction is considered a reportable impairment.) Yes No
- D. Have your hospital privileges, DEA license, healthcare license or reimbursement privileges, been refused, denied, revoked, suspended, restricted, subject to a reprimand, placed on probation or voluntarily surrendered? Yes No
- E. Have you ever been indicted for, charged with, or convicted of, any act committed in violation of any law or ordinance other than minor traffic offenses? Yes No

Missouri Applicants: Do **Not** answer the following question:

- F. Has any insurer cancelled coverage, declined coverage, refused renewal or renewed only under restrictive circumstances your professional liability coverage? Yes No
- G. Have you been accused of sexual misconduct of any kind? Yes No

If you answered yes to any of questions in Part IV. above, please provide a detailed explanation in Part VIII. Remarks and Explanations, using additional sheets as needed.

PART V. FRAUD NOTICE

MANDATORY: ALL APPLICANTS must read the following, and the applicable state notice(s) below:

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.

ALL ALABAMA APPLICANTS:

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

ALL ARIZONA APPLICANTS:

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.

ALL ARKANSAS APPLICANTS:

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.

ALL COLORADO APPLICANTS:

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

ALL DISTRICT OF COLUMBIA APPLICANTS:

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.

ALL FLORIDA APPLICANTS:

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

ALL GEORGIA APPLICANTS:

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 denial of insurance benefits.

ALL HAWAII APPLICANTS:

For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

ALL KANSAS APPLICANTS:

An insurer shall not be required to provide coverage or pay any claim involving a fraudulent insurance act. A fraudulent insurance act is committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

ALL KENTUCKY APPLICANTS:

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance 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.

ALL MAINE APPLICANTS:

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.

ALL MINNESOTA APPLICANTS:

No oral or written misrepresentation made by the Insured, or in the Insured's behalf, in the negotiation of insurance, shall be deemed material, or defeat or avoid the policy, or prevent its attaching, unless made with intent to deceive and defraud, or unless the matter misrepresented increases the risk of loss.

ALL NEW JERSEY APPLICANTS:

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

ALL NEW MEXICO APPLICANTS:

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 civil fines and criminal penalties.

ALL OHIO APPLICANTS:

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

ALL OREGON APPLICANTS:

Any person who knowingly 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, may have committed a fraudulent insurance act, which may be a crime and also punishable by criminal and/or civil penalties in certain jurisdictions.

ALL PENNSYLVANIA APPLICANTS:

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.

ALL RHODE ISLAND APPLICANTS:

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.

ALL TENNESSEE APPLICANTS:

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

ALL VERMONT APPLICANTS:

Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

ALL VIRGINIA APPLICANTS:

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

ALL WASHINGTON APPLICANTS:

It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

ALL WEST VIRGINIA APPLICANTS:

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.

PART 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 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.

If Alaska: 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, if the material misrepresentations or omissions are fraudulent, material to the acceptance of the risk or the hazard assumed, or the Company in good faith would not have issued the policy or would have issued it differently if the true facts had been known. 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.

If Arizona: I understand that, to the extent permitted by law, the Company reserves the right to deny coverage for any claim submitted under this policy if I have made misrepresentations, omissions, or incorrect statements, or if I have concealed facts that are: (1) fraudulent; (2) material either to the acceptance of the risk or to the hazard assumed by the Company; and (3) the Company in good faith would either not have issued the policy, or would not have issued the policy in as large an amount, or would not have provided coverage with respect to the hazard resulting in the loss, if the true facts had been made known to the Company as required either by this application for the policy, subsequent notice, or otherwise.

If California: I understand that if I cancel or terminate any coverage that may be provided by the Company, earned premium shall be computed in accordance with the standard short rate tables and procedures with a maximum penalty of up to 11%. Premium adjustments shall be made within a reasonable period of time after cancellation or termination. However, payment or tender of unearned premium shall not be a condition of cancellation.

If Delaware: Misrepresentations, omissions, concealment of facts and incorrect statements shall not prevent a recovery under the policy or contract unless either: (1) Fraudulent; or (2) Material either to the acceptance of the risk or to the hazard assumed by the insurer; or (3) The insurer in good faith would either not have issued the policy or contract, or would not have issued it at the same premium rate or would not have issued a policy or contract in as large an amount or would not have provided coverage with respect to the hazard resulting in the loss if the true facts had been made known to the insurer as required either by the application for the policy or contract or otherwise.

If Georgia: I understand that any material misrepresentation or omission made by me on this application may provide the Company with the right to cancel the policy and/or deny coverage for any claim submitted under this policy if I have made misrepresentations, omissions, or incorrect statements, or if I have concealed facts that are: (1) fraudulent; (2) material either to the acceptance of the risk or to the hazard assumed by the Company; and (3) the Company in good faith would either not have issued the policy, or would not have issued the policy in as large an amount, or would not have provided coverage with respect to the hazard resulting in the loss, if the true facts had been made known to the Company as required either by this application for the policy, subsequent notice, or otherwise. 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.

If Illinois: I understand that any material misrepresentation or omission made by me or any other applicant on this application, which was omitted or made with the intent to deceive or which materially affects the acceptance of the risk or hazard assumed by the Company, may act to render any contract of insurance null and void and without effect or provide the Company the right to rescind it. By making this application, I am not, nor is any other applicant relying upon any oral or written representation that coverage has or will be extended or that a policy of insurance will be issued.

If Kansas: An insurer shall not be required to provide coverage or pay any claim involving a fraudulent insurance act. A fraudulent insurance act is committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

If Maine: I understand that any material misrepresentation or omission made by me on this application may cause coverage to be cancelled and/or denied. However, we maintain the right to request a ruling from the Maine Courts on voidance or rescission of this policy. 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.

If Minnesota: 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. No misrepresentation or omission shall be material unless knowledge by the insurer of the facts misrepresented or omitted would have led to a refusal by the insurer to make such a contract.

If Oklahoma: 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.

If Vermont: I understand that any material misrepresentation or omission made by me or any other applicant on this application may act to render any contract of insurance null and void and without effect or provide the Company the right to cancel it. By making this application, I am not, nor is any other applicant relying upon any oral or written representation that coverage has or will be extended or that a policy of insurance will be issued.

If Washington: I understand that any intentional concealment or material misrepresentation made by me, or someone acting on my behalf, on this application may act to render any contract of insurance null and without effect. 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.

The Delaware Civil Union & Equality Act of 2011

The Medical Protective Company recognizes the rights afforded to individuals under The Delaware Civil Union & Equality Act of 2011 and Delaware Bulletin No. 46 including the following:

Parties to a civil union shall have all of the same rights, protections and benefits, and shall be subject to the same responsibilities, obligations and duties, under Delaware law as are granted to, enjoyed by, or imposed upon married spouses. A party to a civil union shall be included in any definition or use of the terms "dependent", "family", "husband and wife", "immediate family", "next of kin", "spouse", "stepparent", "tenants by the entirety", and other terms, whether or not gender-specific, that denote a spousal relationship or a person in a spousal relationship, as those terms are used throughout Delaware law. For all purposes of Delaware laws that refer to marriage or marital status, other than Chapter 1 of Title 13 of the Delaware Code, parties to a civil union will be included in such reference. The Act automatically recognizes as civil unions for all purposes of Delaware law legal unions between two persons of the same sex, such as civil unions, marriages and domestic partnerships that are validly formed in jurisdictions other than Delaware and are substantially similar to Delaware civil unions.

Compliance with Illinois Bulletin 2011-06 and The Religious Freedom Protection and Civil Union Act

The Medical Protective Company recognizes the rights afforded to individuals under The Religious Freedom Protection and Civil Union Act which states:

"The parties to a civil union are entitled to the same legal obligations, responsibilities, protections and benefits that are afforded or recognized by the laws of Illinois to spouses. The law further provides that a party to a civil union shall be included in any definition or use of the terms "spouse," "family," "immediate family," "dependent," "next of kin," and other terms descriptive of spousal relationships as those terms are used throughout Illinois law. This includes the terms "marriage" or "married." or variations thereon. If policies of insurance provide coverage for children, the children of civil unions must also be provided coverage. The Act also requires recognition of civil unions or same sex civil unions or marriages legally entered into in other jurisdictions."

NOTICE CONCERNING POLICYHOLDER RIGHTS IN AN INSOLVENCY UNDER THE MINNESOTA INSURANCE GUARANTY ASSOCIATION LAW

The financial strength of your insurer is one of the most important things for you to consider when determining from whom to purchase a property or liability insurance policy. It is your best assurance that you will receive the protection for which you purchased the policy. If your insurer becomes insolvent, you may have protection from the Minnesota Insurance Guaranty Association as described below but to the extent that your policy is not protected by the Minnesota Insurance Guaranty Association or if it exceeds the guaranty association's limits, you will only have the assets, if any, of the insolvent insurer to satisfy your claim.

Residents of Minnesota who purchase property and casualty or liability insurance from insurance companies licensed to do business in Minnesota are protected, SUBJECT TO LIMITS AND EXCLUSIONS, in the event the insurer becomes insolvent. This protection is provided by the Minnesota Insurance Guaranty Association.

Minnesota Insurance Guaranty Association
7600 Parklawn Ave # 460
Edina, MN 55435-5137
(952) 831-1908

The maximum amount that the Minnesota Insurance Guaranty Association will pay in regard to a claim under all policies issued by the same insurer is limited to \$300,000. This limit does not apply to workers' compensation insurance. Protection by the guaranty association is subject to other substantial limitations and exclusions. If your claim exceeds the guaranty association's limits, you may still recover a part or all of that amount from the proceeds from the liquidation of the insolvent insurer, if any exist. Funds to pay claims may not be immediately available. The guaranty association assesses insurers licensed to sell property and casualty or liability insurance in Minnesota after the insolvency occurs. Claims are paid from the assessment.

THE PROTECTION PROVIDED BY THE GUARANTY ASSOCIATION IS NOT A SUBSTITUTE FOR USING CARE IN SELECTING INSURANCE COMPANIES THAT ARE WELL MANAGED AND FINANCIALLY STABLE. IN SELECTING AN INSURANCE COMPANY OR POLICY, YOU SHOULD NOT RELY ON PROTECTION BY THE GUARANTY ASSOCIATION.

THIS NOTICE IS REQUIRED BY MINNESOTA STATE LAW TO ADVISE POLICYHOLDERS OF PROPERTY AND CASUALTY INSURANCE POLICIES OF THEIR RIGHTS IN THE EVENT THEIR INSURANCE CARRIER BECOMES INSOLVENT. THIS NOTICE IN NO WAY IMPLIES THAT THE COMPANY CURRENTLY HAS ANY TYPE OF FINANCIAL PROBLEMS. ALL PROPERTY AND CASUALTY INSURANCE POLICIES ARE REQUIRED TO PROVIDE THIS NOTICE.

PART VII. APPLICANT'S AFFIDAVIT, AUTHORIZATION, RELEASE AND SIGNATURE

(each application must be signed and dated)

Signing this application does not bind the applicant or the Company to complete the insurance. Approval will not be given before all information has been provided including questions developed from the information contained herein.

I have read the above application and to the best of my knowledge and belief, the facts stated herein and in the accompanying materials are a complete statement of such facts and are true.

Signature: _____ **Date Signed:** _____

FOR AGENCY USE ONLY

Iowa Only: Agent Name & License Number: _____

Note: Please allow 2-3 weeks for processing your application.

THE MEDICAL PROTECTIVE COMPANY
NURSE ANESTHETIST PROFESSIONAL LIABILITY INSURANCE APPLICATION
FULL TIME EQUIVALENT INDIVIDUAL APPLICATION SUPPLEMENT

FTE Individual's Policy Hours

NOTE: Each "FTE" is defined as 2000 hours of practice including administrative hours (does not refer to on-call hours).

BUSINESS NAME: _____

INDIVIDUAL CRNA'S NAME: _____

	<u>STATE</u>	<u>ESTIMATED ANNUAL HOURS</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____

TOTAL ESTIMATED ANNUAL HOURS _____

SIGNATURE

DATE

NAME (PLEASE PRINT)

TITLE



Complete the attached Loss Information Supplement in its entirety for any 'YES' answers in **PART V, LOSS INFORMATION**, questions A., B., C., or D and submit the completed, signed and dated form with the application.

In addition to the completed form, please attach the following for each claim/incident:

- A typed narrative providing a detailed description of all preoperative, intraoperative and postoperative events as they relate to your involvement in the claim/incident in question.
- Copies of any records or results with the patient's name removed (such as the anesthesia record, surgeon's report, autopsy report, expert witness documentation, etc) to clarify the events surrounding the claim/incident in question.
- If the insurance policy that is providing (or provided) coverage for the claim/incident was not purchased through AANA Insurance Services, you will also need to secure a copy of your claims history (also called a "loss run") from the company that is providing (or provided) the coverage.
- Copies of dismissal papers (if applicable).

**THE MEDICAL PROTECTIVE COMPANY
HEALTHCARE PROFESSIONAL LIABILITY INSURANCE APPLICATION
SUPPLEMENTAL CLAIM INFORMATION FORM**

CLAIM INFORMATION INSTRUCTIONS:

1. This form is to be completed by an applicant with any previously reported claim(s) or to disclose an incident(s) that potentially may give rise to a claim. COMPLETE ONE FORM FOR EACH CLAIM OR INCIDENT.
2. If space is insufficient to answer any questions fully use reverse side of this page or attach a separate sheet.
3. **Your responses to the questions on this form must be typed. These responses can be typed on a separate sheet rather than using this form, if you prefer.**
4. Answer all questions completely.

1. Full name of Applicant: _____

2. Indicate whether the claimant has initiated a claim/suit or if this is a precautionary incident: Claim/Suit Incident
 If an incident, have you submitted written notice to your present insurance carrier? Yes No

3. Insurance Company handling your claim: _____ Claim File #: _____

4. Date(s) of treatment primarily responsible for alleged error or omission: _____

5. Date when you first learned of the claim/suit or became aware that an incident may give rise to a claim: _____

6. IF CLAIM IS CLOSED:

Total payment to Claimant: \$_____ Indicate whether: Court Judgment Out of Court Settlement

7. IF CLAIM IS PENDING:

Claimant's settlement demand? \$ _____

Defendant's offer for settlement, if any? \$ _____

Insurer's loss reserve, if any? \$ _____

8. What steps or procedures have you adopted to prevent a similar claim:

9. Description of claim, suit, or incident: (Provide enough information to allow evaluation – if needed, additional space is provided below. Do not instruct us to contact a legal representative or the insurance company.)

A. Alleged act, error or omission upon which Claimant bases claim or basis for which an incident may develop into a claim:

B. Description of care and events leading to claim/incident:

C. Description of the type and extent of injury or damage allegedly sustained and location (hospital, office, etc.):

Additional Explanation to the questions designated.

Question	Remarks
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_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

If **New Mexico**, if you were enrolled in the New Mexico Patient Compensation Fund (PCF) at the time of the claim, and the claim/incident was reported during the last 5 years, then the PCF requires that you provide us with the following information:

- Patient's Compensation Fund (PCF) Medical Review Commission found both negligence and injury.
- Patient's Compensation Fund (PCF) was required to make payment for a claim settlement.
- The trial judgment was found in favor of the plaintiff.
- None of the above apply.

I understand information submitted herein becomes part of my Professional Liability Application and is subject to the same warranty and conditions.

Signature of Applicant: _____ Date: _____