

# Professional Liability Insurance Application for Allied Healthcare Businesses (Group)



## Section I: APPLICANT INFORMATION

1. Business Name: \_\_\_\_\_

2. Mailing Address (If you have multiple locations please list separately): \_\_\_\_\_

3. City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

4. Primary Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

5. Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

6. Contact Phone Number: \_\_\_\_\_ Business Website Address: \_\_\_\_\_

7. Please list the association through whom you are accessing this program and any association(s) your organization or any of its employees is affiliated:  
\_\_\_\_\_

8. Is your business a:  Sole Proprietor  Partnership  Corporation  Other \_\_\_\_\_

9. Describe the ownership structure of your business (i.e. Owned 75% by John Doe, 25% by Jane Doe): \_\_\_\_\_

10. What is the primary purpose of your business (i.e. To provide Mental Health Counseling services)? \_\_\_\_\_

11a. Please describe the services your company provides: \_\_\_\_\_

11b. Please check each box applicable to professional services provided by your group:

- Acupuncture
- Chiropractic
- CT scan and/or MRI
- Dentistry and/or Orthodontics
- Pharmaceutical
- Temporary or Permanent Staffing Placement
- NONE** of the above is applicable for the group, its owners, employees or anyone providing professional services on behalf of the group.

12. Do you provide any professional services to residents in or on the premises of any long-term care facility such as a nursing home, assisted living housing, independent living housing or residential care facility?  Yes  No

13. Do you provide any type of youth-focused overnight professional programs such as Outward-Bound, boot camps, etc?  Yes  No

14. Does your group sell any products, other than informational/instructional publications?  Yes  No  
(Note: The policy does not provide Products Liability or Completed Operations Coverage.)

15. Do you provide any professional services to professional athletes whose annual income is \$25,000 or greater?  Yes  No

16. Have you or do you plan to use any life sustaining or critical life monitoring equipment or devices in your practice other than on-premises emergency defibrillation devices (AED'S)? This includes oxygen and other medical gases used in conjunction with respiratory therapy, dialysis or heart lung machines, SIDS monitors or any other life dependent monitors or equipment or devices that malfunction and could result in death or serious deterioration of a patient's health condition.  Yes  No

17. Do you perform or plan to perform any jobsite training or consulting such as would normally be performed on a construction jobsite or in a manufacturing or factory setting by a safety inspector, safety trainer, or environmental inspector or consultant?  Yes  No

18. Will any new services be offered or current services discontinued in the next twelve (12) months?  Yes  No

19. Have any services been discontinued in the last 24 months?  Yes  No

20. Does the group have a M.D., D.O. or surgeon on staff or operating as an Independent Contractor for the group?  Yes  No

21. If you responded "Yes" to any of the questions numbered 12-20 above, please provide details in the box below:

22a. Has your group's gross annual revenue exceeded \$1,500,000 during any of the past 3 years?  Yes  No  
 (Gross Revenue means all compensation for the delivery of professional services before expenses, taxes, or other business costs are deducted.)

22b. Annual Gross Revenue for the past twelve (12) months: \_\_\_\_\_ Expected Annual Gross Revenue for the next twelve (12) months: \_\_\_\_\_

## Section II: RATING SECTION

**LIST ALL** OWNERS, PARTNERS, PRINCIPALS, PROFESSIONAL EMPLOYEES, INDEPENDENT CONTRACTORS and STUDENTS PROVIDING PROFESSIONAL SERVICES ON BEHALF OF THE FIRM IN THE TABLE BELOW.

Please indicate the employment status, degrees held, scheduled hours, professional occupation and years of experience for each **Owner** (includes partners, officers and directors) **Employee**, **Independent Contractor** and **Student**.

If additional space is required please continue on a separate piece of paper.

\*NOTE: Independent Contractors will be listed as employees if proof of a current policy is not provided.

NAME	EMPLOYMENT STATUS Owner(O), Employee(E), Independent Contractor(IC); Student (S)	SCHEDULED HOURS Per/week*	PROFESSIONAL OCCUPATION (Refer to Eligible Covered Occupations list)	# YEARS OF EXPERIENCE in Occupation	# Years of Education	List Degrees
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

\* NOTE: When totaling hours, account for all hours associated with your profession including (but not limited to) client contact, administration, management and other services.

### Section III: ADDITIONAL INSUREDS TO BE INSURED

(Additional Insured Coverage is subject to a valid insurable interest and written requirement for coverage of the Additional Insured on your insurance)  
Describe the business relationship/insurable interest of Additional Insured to you from the list below\*:

Name of Additional Insured	Complete Address of Additional Insured	Business Relationship/Insurable Interest: (enter the applicable number (s) from the list provided below or explain)

(1) Co-Owner Of Insured Premises (2) Grantor Of Franchise (3) Land Owner Lessor Of Leased Equipment Lessor of Premises  
(4) Managers of Premises used for providing Professional Services (5) Mortgagee, Assignee, Or Receiver (6) Owner Or Other Interests From Whom Land Has Been Leased  
(7) I am in a contractual agreement with the requested Additional Insured to name them as such (8) They are my employee or independent contractor (9) Other; please describe.

Additional Insured coverage for Groups is subject to an additional premium of 5% of the Policy's total premium or \$250 for each additional insured, whichever is more.

### Section IV: PROFESSIONAL LIABILITY COVERAGE INFORMATION

1. Is the business name indicated in Section I, Question #1 of this application, or any qualifying Predecessor Firm, listed as the Named Insured under another currently in-force Professional Liability Claims Made Policy covering acts for the same occupation(s) as applied for here?  Yes  No

2. Would you like to purchase a policy which provides coverage for acts back to your current policy Prior Acts Retroactive Date?  Yes  No

If "Yes" to both questions above, please provide a copy of your current Claims Made Declarations Page and evidence of the prior acts retroactive date which may be listed on the Declarations Page or in an attached endorsement to your policy.

#### Prior Insurance Policy Information

Please provide the following information for the last 5 years:

Insurer	Was Policy Form Claims-made or Occurrence	Retroactive Date (if Claims-Made)	Limits of Liability	Dates of Coverage

### Section V: WARRANTY QUESTIONS

("You" means any individual proposed for this insurance including any current or past employee, independent contractor or additional insured on your behalf.)

- |  |  |
|--|--|
| 1. Within the last 10 years, have you ever had any of the following revoked, suspended, refused, denied renewal, cancelled, placed on probation, voluntarily surrendered or is such pending? |  |
| a) State license, certification or registration  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| b) Malpractice insurance   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 2. Within the last 10 years, has a claim or suit for alleged malpractice been brought against you or are you aware of any incident that might reasonably lead to such a claim or suit?       | <input type="checkbox"/> Yes <input type="checkbox"/> No |

3. Have you ever been convicted (as an adult) of a felony or is any such case pending?  Yes  No
4. Within the last 10 years, have you had any complaints or charges brought against you by any licensing board or professional ethics body?  Yes  No

**IMPORTANT:** If any answer above is "Yes", please attach a detailed explanation including dates, names of parties involved, allegations, your written response to the allegations if applicable and a copy of any formal ruling or notice by any regulator, licensing body, professional ethics board or insurer.

## Section VI: DESIRED LIMIT OF LIABILITY

1. What is your desired Limits of Liability (Per Claim / Aggregate)?

- \$2,000,000 / \$4,000,000
- \$1,000,000 / \$3,000,000
- \$1,000,000 / \$1,000,000
- \$500,000 / \$500,000
- \$250,000 / \$500,000

2. If there are 3 or more individuals in your firm you may select a deductible:

- \$5,000
- \$10,000
- \$25,000\*

*\*If \$25,000 selected, please provide financial statements as proof of ability to pay deductible.*

## Section VII: PLEASE READ AND SIGN

**(APPLICATION MUST BE SIGNED BY AN OFFICER OR OWNER OF THE COMPANY)**

I hereby declare that the preceding statements and particulars contained in this application are true and that I have not suppressed or misstated any material facts and I agree that this declaration shall be the basis of the contract between me and the underwriters. SIGNING THIS FORM OR SUBMISSION OF PAYMENT DOES NOT BIND THE APPLICANT OR UNDERWRITER TO COMPLETE THE INSURANCE. HOWEVER, IF COVERAGE IS BOUND, THIS APPLICATION BECOMES A PART OF THE POLICY.

PLEASE TAKE NOTICE THAT:

1. Lockton may receive compensation from an insurer or other intermediary as a result of the sale of insurance to you.
2. The compensation received by Lockton may differ depending on the product, insurer and/or other intermediary.
3. Lockton may receive additional compensation from the insurer and/or other intermediary based upon other factors, such as premium volume placed with a particular insurer or through a particular intermediary and loss or claims experience.

I request that my insurance become effective on: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

(Effective date may not be earlier than the date the application is received by the administrator and not more than 90 days from the date of this application.)

Signature \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Title \_\_\_\_\_

**Remittances / Applications:**

PO Box 410679  
Kansas City, MO 64141-0679

**Fax your completed application to 1-913-652-3966.**

**Questions, please call 1-800-253-5486.**

**TERRORISM COVERAGE NOTIFICATION:**

Terrorism coverage as part of the General Liability coverage part is included.

This Professional Liability program has been organized as a purchasing group (National Professional Purchasing Group Association), pursuant to legislation enacted by the U.S. Congress as the Federal Liability Risk Retention Act of 1986. You automatically become a member of the purchasing group once your completed application has been approved and your premium payment has been received

# Program at a Glance

Policy Form.....	Claims Made and Reported
Coverage Provided By.....	Certain Underwriters at Lloyds rated "Excellent" by A.M. Best
Basic Coverage .....	Provides protection against professional liability claims which might be brought against you, Occurring & Reported during the Policy Period
Maximum Limit of Liability per Claim.....	\$2,000,000
Maximum Limit of Liability Annual Aggregate.....	\$4,000,000
Territory .....	Worldwide as long as suit is brought in the U.S. or Canada
Defense Costs .....	Pays legal fees and court costs involving covered claims or allegations up to the policy limit
Defense Counsel.....	Company provides specialized professional liability counsel
Extended Claims Reporting Period ("Tail").....	An extension is available for an additional premium, no matter who terminates coverage

## Coverage Highlights

### Coverage Issued Through Purchasing Group

Policies in this professional liability insurance program are provided for members of the National Professional Purchasing Group Association (membership is included), Underwritten by Certain Underwriters at Lloyds rated "Excellent" by A. M. Best and is administered by Lockton Affinity, LLC.

### Professional Liability on a *Claims Made and Reported* Policy Form

Provides Professional Liability and General Liability Insurance coverage for claims arising out of the scope of your professional services and subject to your licensure, certification or registration of the professional services you provide to clients. Prior acts Coverage can be applied for and is subject to evidence of current coverage. Usually, your prior acts retroactive date is the effective date of the first policy issued by Underwriters.

### General Liability(Includes Host Liquor Liability), Medical Expenses, Fire & Water Damage

Coverage is provided on a claims made and reported basis for Accidents which occur after the prior acts retroactive date and which are reported to Underwriters during the policy period.

### Choose from a Broad Range of Limits of Liability

The insurance program offers a wide range of limits you can select to fit your professional liability exposure. Limits range anywhere from \$250,000/\$500,000 (Limit Per Claim/Annual Aggregate Limit) all the way up to \$2,000,000/\$4,000,000.

The limit per claim is the maximum payment for all damages and expenses arising from each wrongful act or series of continuous, repeated or interrelated wrongful acts or Accidents. The limits you choose should correspond to the size and scope of your practice and to your potential liabilities. As the nature of your practice changes, you should re-evaluate your limits. Claims Made coverage allows you to adjust your limits at each renewal to adjust for increasing costs to defend and/or increasing liability potential. The limit of liability of the policy in effect at the time a covered claim is made will apply.

### Discounts Available to Reduce Your Premium

Group Discount - Group discounts are available and vary for the size of the group.

### Evidence of Insurance At No Additional Charge

There is no additional charge for issuing certificates of insurance as evidence to others that you are insured.

### Contractual Liability At No additional Charge

There is no additional charge for contractual liability coverage assumed by you under contracts with third parties, for whom you provide additional services.

### Additional Insureds Coverage

Additional Insureds are covered subject to traditional business relationships and/or insurable interests requiring that you insure third parties under your insurance policy.

### Terrorism Risk Insurance

Includes coverage for certified acts of terrorism under the General Liability coverage part, as defined by the Federal Government.

### **General Liability(Includes Host Liquor Liability), Medical Expenses, Fire & Water Damage**

Pays for premises liability, up to the policy limit, which occur during your rendering of professional services while they policy is in force.

### **Choice of Deductible for Groups and Limits of Liability**

The limits of liability (per claim and annual aggregate) on group policies apply in total to the whole group, with options for various levels of coverage. For larger groups, we offer a wide choice of deductibles.

### **Defense Costs**

Pays legal fees and court costs up to the policy limit involving covered claims or allegations.

### **Extended Claims Reporting Period Option ("Tail Coverage")**

When your coverage under this policy ends, either because you decide to cancel it or not renew it, or we cancel or nonrenew coverage (other than for nonpayment of premium), we will offer you in accordance with the terms of your policy, the right to purchase a 12, 24, or 36 month reporting period endorsement within 30 days from the date of cancellation or nonrenewal for an additional premium charge.

## **Eligibility and Effective Dates**

- Applicants must possess appropriate licensure or certification (per their state requirements) in their chosen covered class of business.
- Completion of an application does not bind the insurance company to issue coverage. While most applicants are accepted, it is possible that an applicant may not be accepted based upon the information contained in the application.
- All policies become effective on the date the completed application is formally approved and premium is received, unless otherwise requested.

PLEASE NOTE: This is only a partial description of the policy. Policy coverages and benefits are subject to the terms, conditions and exclusions contained in the policy. If any conflict exists between these highlights and the policy, the policy will govern. For complete provisions, including exclusions, please refer to the policy itself.