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 (833) 774-6625
 www.MyEmPRO.com

Group Application

Requested Effective Date: _____

Section 1 - Group Information			
Practice Name:		Practice Manager Name:	
Practice Manager Email Address:		Primary Office Phone:	Primary Office Fax:
Primary Office Address:	City:	State:	Zip:
Website:			
Mailing Address (if different from Office):	City:	State:	Zip:
Billing Address (if different from Office):	City:	State:	Zip:

Section 2 - Practice Locations

List all satellite office locations:

Name of Location	Practice Type	Address	State

Section 3 - Licensure

Licensing/Professionalism	Yes	No
1. Has the medical license of any provider in the Group ever been voluntarily or involuntarily relinquished, denied, suspended, revoked, or limited, or have they ever been subject to a fine, reprimand, consent order, probation, and/or conditions or limitations by any state or professional licensing, registration or certification board?		
2. Is any provider in the Group currently under review or investigation, or subject to an order issued by any state or professional licensing board or agency?		
3. Has the federal or state registration to prescribe controlled medications of any provider in the Group ever been refused, suspended, revoked, limited, or voluntarily or involuntarily relinquished?		
4. Has any hospital ever taken action to reprimand, deny, suspend, revoke or restrict the hospital privileges of any provider in the Group?		
5. Has any provider in the Group ever resigned from hospital privileges while under investigation or to avoid possible disciplinary action?		

Section 3 - Continued

Licensing/Professionalism	Yes	No
6. Has any provider in the Group ever been accused of sexual misconduct?		
7. Has any provider in the Group been convicted, pled guilty, or pled nolo contendere in a criminal prosecution involving felony charges?		
8. In the past 10 years, has any provider in the Group been convicted, pled guilty, or pled nolo contendere in a criminal prosecution involving misdemeanor charges?		

If you answered "Yes" to any of the above questions, please provide provider(s) name and details:

Section 4 - Practice Information

Group Organization Type

PA LLC LLP Corporation Joint Venture

Name of Legal Entity: _____

Number of Physicians/Surgeons/Podiatrists/Dentists in your Group: _____

Number insured by or applying for insurance with EmPRO: _____

Other Exposures

Does any physician or prospective insured of the Group wholly or partially own or directly or indirectly operate or serve as an executive or administrative officer, medical director, or department head for any hospital, nursing home, non-hospital surgical center, urgent care clinic, commercial laboratory, government agency, or other facility or organization? Yes No

If "Yes," provide its name and describe the relationship(s) to the physician or prospective insured: _____

Are any physicians in the group collaborating physicians with a qualified nursing professional? Yes No

If "Yes," please describe the extent of this practice, including the number of nurses involved, and if the nurses are working within the Group's practice location. **Attach copies of the Joint Protocols that the Group has in place with these individuals.**

Other Positions

Do any providers hold any positions outside of the Group's principal medical or surgical practice (e.g., moonlighting in an ER, serving part-time at a clinic or nursing home, working for an HMO or other managed care or insurance company, etc.)? Yes No

If "Yes," please describe below. Include for whom they provide these services:

Is coverage being requested for this position? (*Not Available in New York*) Yes No

Section 4 - Continued

Other Procedures

Do any providers perform any procedures, techniques or treatment modalities that are outside the scope of the specialtie(s) as stated on page 8 under the Provider Roster?

Yes No

If "Yes," please describe below:

Other Coverage

Do any providers have positions for which no coverage is required or for which the Group is insured with another carrier?

Yes No

If "Yes," please provide position, entity, location, and insurance carrier to be excluded and indicate hours worked at this position only: _____

List all hospitals where any providers in the Group currently have or have applied for staff privileges or affiliation in any way (include courtesy staff privileges) and the percentage of their hospital practice:

Hospital	City/State	% of Practice

List all Risk Purchasing Groups, Medical Associations, and Societies to which any provider in the Group belongs: _____

Number of Employees

Physician Assistants:	Medical Assistants:
Nurse Practitioners:	Lab Technicians:
Nurse Anesthetists:	Physical/Occupational Therapists:
Nurse Midwives:	Other Medical Employees:
Nurses:	Non-Medical Staff:

Has any employee of the Group ever been named in a claim or suit arising from professional services or from managed care services?

Yes No

Has any employee of the the Group had any action taken against their license by any licensing board or regulatory authority, or ever been the subject of disciplinary proceeding by any hospital or employer?

Yes No

If you answered "Yes" to either of the above two questions, please explain further: _____

Section 5 - Coverage Options

Coverage Type

Claims-Made Occurrence Modified Claims-Made (*Not Available in New York*)

Requested Limits of Liability

Per Claim/Aggregate: _____

Refer to Page 9, State Addendum, for Limits of Liability available in each state.

Corporation/Business Entity/Partnership

Would the Group like coverage for a corporation/business entity/partnership?

Yes No

If "Yes," please complete APP 008, Partnership & Corporation Application. (Coverage for this exposure will not take effect unless underwritten and approved by the Company.)

Section 6 - Professional Liability Insurance History

	Current Year	1st Year Prior	2nd Year Prior	3rd Year Prior	4th Year Prior
Insurance Company					
Limits of Liability					
Coverage Type (Claims-Made, Occurrence, or Modified Claims-Made)					
Policy Period					
Retroactive Date (If Applicable)					

If the Group's previous coverage was Claims-Made, did the Group obtain extended reporting period ("tail") coverage? *If "Yes," please provide a copy of tail endorsement. If "No," please attach a complete explanation.*

Yes No

Has any provider in the Group practiced without professional liability insurance?

Yes No

If "Yes," please attach a complete explanation, including dates.

Has the professional liability insurance of the Group or any provider in the group ever been canceled or non-renewed (other than at the Group's or the provider's request), or has their policy premium ever been surcharged, or has any application for professional liability insurance ever been declined?

Yes No

If "Yes," please attach a complete explanation.

Section 7 - Claim History

Note: This application will not be approved unless the Group provides complete claim information.

In the past 10 years, has any claim or suit been made against any provider in the Group or entity of the Group arising from the practice of medicine or surgery?

Yes No

If "Yes," please indicate the number of claims or suits: _____

Is anyone in the Group aware of any suits or claims against any provider in the Group or any entity of the Group for which professional services have been provided that have not been reported to the Group's prior or current insurer(s)?

Yes No

Is anyone in the Group aware of any request for records from any patient and/or attorney related to an adverse outcome?

Yes No

Is anyone in the Group aware of any correspondence from an attorney regarding any provider in the Group's medical treatment of a patient?

Yes No

Has any provider in the Group testified in an action alleging medical malpractice, other than as an expert witness?

Yes No

Is anyone in the Group aware of any complications resulting in death, paralysis, or other significant disabilities related to a patient any provider in the Group has treated?

Yes No

Is anyone in the Group aware of patient dissatisfaction with the outcome of a procedure, treatment, or diagnosis?

Yes No

Have all circumstances that might reasonably lead to an incident, claim, or suit, even if the Group believes it is without merit, been reported to the Group's prior or current insurer(s)? *If "Yes," please attach documents of all such reports.*

Yes No

If you answered "Yes" to any of the above, please complete the attached Claims Information Addendum.

Section 8 - Procedure Information

Please check all of the following procedures that any provider in the Group will perform. Percentages and counts are understood to be approximate.

<p>_____ Anesthesia (indicate type)</p> <p> _____ Local</p> <p> _____ Regional</p> <p> _____ Spinal</p> <p> _____ Caudal</p> <p> _____ Conscious sedation</p> <p> _____ Deep sedation</p> <p>_____ Anorectal procedures (other than diagnostic)</p> <p> Describe: _____</p> <p>_____ Arthroscopic surgery ____% of total practice</p> <p>_____ Assisting in major surgery</p> <p> _____ Own patients</p> <p> _____ Patients other than own</p> <p>_____ Biopsies (list locations): _____</p> <p>_____ Bronchoscopies ____% of total practice</p> <p> _____ Diagnostic</p> <p> _____ Therapeutic</p> <p>_____ Cataract Surgery ____% of total practice</p> <p>_____ Cosmetic procedures</p> <p>_____ Endoscopic procedures</p> <p> _____ Upper GI</p> <p> _____ Lower GI</p> <p> _____ ERCP</p> <p> _____ Other (list types): _____</p> <p>_____ Endovascular procedures (other than IV insertions or phlebotomy) _____ % of total practice</p> <p> _____ Venous _____ Angioplasty</p> <p> _____ Arterial _____ Stenting</p> <p> _____ Cardiac _____ Embolization</p> <p> _____ Non-cardiac</p> <p>_____ Fracture care</p> <p> _____ Closed reduction</p> <p> _____ Open reduction</p> <p> _____ Casting</p> <p>_____ Glaucoma procedures</p> <p>_____ Joint injection</p> <p> _____ Spinal</p> <p> _____ Non-Spinal</p>	<p>_____ Joint replacement</p> <p> _____ Shoulder ____% of total practice</p> <p> _____ Hip ____% of total practice</p> <p> _____ Knee ____% of total practice</p> <p>_____ Laparoscopic surgeries</p> <p>_____ Laparotomies</p> <p>_____ Pain management procedures ____% of total practice</p> <p>_____ Procedures involving the breast (other than examination)</p> <p> Describe: _____</p> <p>_____ Procedures on female genitalia (other than examination)</p> <p> Describe: _____</p> <p>_____ Procedures on male genitalia (other than examination)</p> <p> Describe: _____</p> <p>_____ Refractive eye surgery ____% of total practice</p> <p>_____ Retinal procedures</p> <p>_____ Robotic surgery ____% of total practice</p> <p>_____ Stem cell injections - indicate locations: _____</p> <hr/> <p>_____ Surgery involving</p> <p> _____ Biliary tree, liver, pancreas, or gallbladder</p> <p> _____ Colorectal</p> <p> _____ Esophagus, stomach, or small intestine</p> <p> _____ Head or neck</p> <p> _____ Kidneys, ureters, bladder, or prostate</p> <p> _____ Heart</p> <p> _____ Lungs, airway, or thorax</p> <p> _____ Skeletal, muscles, ligaments, or tendons</p> <p>_____ Transurethral procedures</p> <p> Describe: _____</p> <p>_____ Weight control medications ____% total practice</p> <p>_____ Wound care ____% total practice</p> <p>_____ Telemedicine _____ Pathology _____ Radiology</p> <p>State where principal practice is located: _____</p> <p>State(s) where medical service is delivered remotely/ electronically:</p> <p>_____</p> <p>_____</p> <p>_____</p>
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Do any physicians perform surgery?

- No Surgery** Applies to both general practitioners and specialists who do not perform obstetrical procedures or surgery (other than the incision of boils and superficial abscesses, removal of superficial growths, or suturing of skin and superficial fascia), and do not ordinarily assist in surgical procedures.
- Minor Surgery** Applies to general practitioners and specialists who perform minor surgery, or assist in major surgery on their own patients.
- Major Surgery** Applies to general practitioners and/or specialists who perform major surgery, or assist in major surgery on patients other than their own.

Section 8 - Continued

Please indicate the percentage of your Group's total practice performing the following surgical activities:

- | | | |
|--------------------------|---|--------------------------------|
| _____ % Bariatrics | _____ % Obstetrics | _____ % Plastic Cosmetic |
| _____ % Cardiac | _____ % Ophthalmology | _____ % Plastic Reconstructive |
| _____ % Colorectal | _____ % Orthopedic – Including Spine | _____ % Thoracic |
| _____ % Dermatology | _____ % Orthopedic – No Spine | _____ % Trauma |
| _____ % Gastroenterology | _____ % Otolaryngology without Facial | _____ % Urology |
| _____ % Gynecology | _____ % Otolaryngology with Facial Plastics | _____ % Vascular |
| _____ % Neurosurgery | | _____ % Other: _____ |

Section 9 - Specialty Specific Information

Anesthesiology

1. Does any physician in the Group administer anesthesia in a non-hospital setting? Yes No

If "Yes," provide locations: _____

2. Does any physician in the Group employ or supervise any Certified Registered Nurse Anesthetists (CRNAs)? Yes No

If "Yes," please advise the following:

Number Employed: _____ Number Supervised: _____

3. Do the CRNAs you employ give anesthesia while not under your personal direction, control, and/or supervision? Yes No
If "Yes," please describe: _____

Family Practice/Internal Medicine/General Practice

Percentage of the Group's practice derived from treatment of patients under the age of 21 years: _____%

Obstetrical/Gynecological Care

Please indicate the counts or percentages of the Group's total practice performing the following surgical activities:

- | | |
|---|---|
| _____ # 1st Trimester abortions - list settings (e.g. surgi-center):
_____ | _____ % VBAC delivery – performed per year |
| _____ # 2nd Trimester abortion - list settings (e.g. surgi-center):
_____ | _____ % C-Section delivery - performed per year |
| _____ % Prenatal practice – 1st Trimester | _____ % Delivery outside of hospital setting -
Number performed per year: _____ |
| _____ % Prenatal practice – 2nd Trimester | _____ # Hysterectomies |
| _____ % Prenatal practice – 3rd Trimester | _____ # Laparoscopic or open surgeries involving the ovaries,
fallopian tubes, or uterus (other than hysterectomies) |
| _____ # Deliveries performed per year | _____ # Hysteroscopic myomectomies |
| _____ % Vaginal delivery – performed per year | _____ # Myomectomies other than hysteroscopic |
| | _____ # Endometrial ablation |

Pediatrics

Percentage of the Group's practice derived from neonatology: _____%

Percentage of the Group's practice derived from treatment of adults: _____%

Physical Medicine/Pain Management

Does any physician in the Group perform any pain management procedures? Yes No

Section 9 - Continued

All Specialties

- 1. Does the Group own, operate, or use surgi-center facilities? Yes No
- 2. Does the Group perform surgical procedures in your office? Yes No
- 3. Does the Group participate in any medical research, clinical trials, or off-label use of drugs or devices? Yes No
- 4. Does the Group provide services at a correctional facility? Yes No
If "Yes," please provide entity name, location, and hours per week:

Entity Name	Location	Hours Per Week

- 5. Does the Group provide services at a skilled nursing facility or nursing home? Yes No
If "Yes," please provide entity name, location, and hours per week:

Entity Name	Location	Hours Per Week

State Addendum

New York

Limits of Liability Available: ● \$500K/\$1.5M ● \$1M/\$3M ● \$1.3M/\$3.9M

Contact EmPRO if other Limits of Liability are required.

Excess Coverage:

Would you like to purchase direct excess coverage through EmPRO? *If "Yes," please complete DPX 2023, Direct Pay Excess Insurance Application.* Yes No

New York State Risk Management Program:

Are any providers of the group currently receiving a premium discount as a result of having completed a New York State Department of Financial Services (NYDFS) approved Risk Management Course with your present carrier? *If "Yes," please submit proof of completion.* Yes No

Connecticut

Limits of Liability Available: ● \$500K/\$1.5M ● \$750K/\$2.5M ● \$1M/\$1M ● \$1M/\$4M ● \$2M/\$5M

Contact EmPRO if other Limits of Liability are required.

New Jersey

Limits of Liability Available: ● \$1M/\$3M ● \$2M/\$4M ● \$3M/\$5M

Contact EmPRO if other Limits of Liability are required.

In accordance with the New Jersey Medical Care Access and Responsibility and Patients First Act, you may choose to have a deductible apply to your limit of liability for a premium credit. Deductible amounts range from \$5,000 to \$1 million per claim with an aggregate of three times the per claim amount. Prior to adding a deductible to your policy, the deductible may need to be fully collateralized. **Would you like more information on deductibles?** Yes No

Consent to Settle is automatically attached to all individual and group policies. It requires EmPRO to obtain your written consent before settling any claims brought against you. In accordance with the New Jersey Medical Care Access and Responsibility and Patients First Act, you may choose to remove this endorsement for 1% premium credit to your policy. **Would you like to remove this endorsement?** Yes No

Pennsylvania

Limits of Liability Available: ● \$500K/\$1.5M (Mcare Participating Physician) ● \$1M/\$3M (non-Mcare Participating Physician)

Has any provider in the Group ever practiced in Pennsylvania without participating in the Mcare fund? If "Yes," please explain: _____

Please provide Mcare Group License Number: _____

READ CAREFULLY BEFORE SIGNING.

The statements in this application, together with any supplemental applications, attachments, and any other information submitted to the Company in connection with this application will be referred to as the "Policy Application."

REPRESENTATIONS AS TO THE ACCURACY OF THIS APPLICATION, THE AUTHORITY OF PERSON SIGNING, AND APPLICANT'S OBLIGATION TO SUPPLEMENT INFORMATION

By signing below, I represent and certify: (i) that the information contained in this Policy Application is true and accurate; (ii) that I have made all reasonable efforts to investigate the accuracy of the information provided in this Policy Application and to obtain such information from all persons and entities to be insured by the requested policy as is necessary to provide true and accurate information in the policy application; (iii) that I am duly authorized to sign this Policy Application on behalf of all persons and entities to be insured by the requested insurance; and (iv) that I have carefully read this Policy Application.

I acknowledge that obtaining the requested insurance, including any renewals of the requested insurance, is conditioned upon providing true and accurate information in this Policy Application, and any such insurance that may be issued will be based upon the Company's reliance on the information provided in this Policy Application. I also agree and understand that this Policy Application shall be the basis of the contract should a policy be issued, and that this Policy Application will be deemed to be attached to and part of such policy and any renewals of such policy, if issued.

Additionally, I agree that in the event there is any change in the information provided in this Policy Application before the effective date of the requested insurance or before any renewal of the requested insurance, I will immediately notify the Company in writing. I understand that if there is a change in the information provided in this Policy Application the Company, in its sole discretion, may modify or withdraw any quotation or agreement to bind insurance.

NO OBLIGATION TO ISSUE OR PURCHASE INSURANCE

I understand that this Policy Application is not a binder of insurance. Accepting this Policy Application does not bind the Company to issue, or me to purchase, the requested insurance.

AUTHORIZATION TO OBTAIN INFORMATION

The Company is hereby authorized to obtain full information from any liability insurer, healthcare insurer, hospital, healthcare provider, medical association or society, board of medical examiners, governmental agency, attorney, or other person or entity concerning: (i) any medical malpractice claim, suit, licensing board proceeding, credentialing proceeding, disciplinary action, or any other civil or criminal action asserted against or relating to the professional conduct of any person or entity to be covered by the requested insurance; (ii) the qualifications of any person or entity to be covered by the requested insurance to perform professional healthcare services; and (iii) such other information which, in the sole judgment of the Company, may have a bearing on whether to issue the requested insurance.

I agree to hold harmless any person or entity providing such information to the Company and the Company, its directors, officers, employees, and agents from any liability arising out of the disclosure of such information, including any liability arising out of errors and omissions in the information disclosed.

This application shall be deemed appended to and a part of any policy of insurance issued to you based on this Policy Application.

CONNECTICUT APPLICANTS: Any person who knowingly with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false, incomplete, or misleading information concerning any fact or thing material to such application or claim is guilty of insurance fraud, which is a crime and subjects such person to criminal penalties.

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.

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.

NEW YORK 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 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.

Signature of Applicant: _____

Title: _____

Printed Name: _____

Date: ____/____/____

SUBSCRIBERSHIP TO PRI EXCHANGE

Your signature on this application subscribes you to membership in the reciprocal exchange of Physicians' Reciprocal Insurers ("PRI"), the parent company of EmPRO Insurance Company, and all of the benefits of the exchange and shall be deemed to be a concurrent execution of the attached Subscriber's Agreement and Power of Attorney of PRI.

Subscribership begins with the commencement of the policy period of the professional liability insurance policy issued by EmPRO Insurance Company and ends upon cancellation or other termination of that policy.

Signature of Applicant: _____

Date: ____/____/____

ASSIGNMENT OF DISTRIBUTIONS

Paragraph 13(e) of the Subscriber's Agreement provides that the PRI Exchange may declare and make Distributions, as defined therein. Such Distributions shall be made to the Subscriber policyholder. However, in instances where the Subscriber's premium will be paid by a person or entity other than the Subscriber policyholder, the Subscriber may agree in advance to assign such Distribution and designate the person or entity which has paid the premium to receive such Distribution by signing below and naming such recipient:

Subscriber Policyholder Signature

Date: ____/____/____

Name of Designated Recipient (Print)

**PHYSICIANS' RECIPROCAL INSURERS
SUBSCRIBER'S AGREEMENT AND POWER OF ATTORNEY**

This Subscriber's Agreement and Power of Attorney (the "Agreement") is made by and between Physicians' Reciprocal Insurers (hereinafter "PRI") and the "Subscriber," holder of an insurance policy, to which this Agreement is appended, issued by PRI or by a wholly owned subsidiary of PRI, subject to the approval of those insurance regulator(s) having jurisdiction over holders of policies issued by any subsidiary of PRI under the laws of states other than New York. For purposes of this Agreement, PRI and its wholly owned subsidiary are hereinafter, collectively, the Exchange.

WHEREAS, the Subscriber desires to participate as a subscriber of the Exchange pursuant to which PRI or its wholly owned subsidiary will issue policies of insurance.

NOW THEREFORE, the Subscriber hereby agrees as follows:

POLICIES OF INSURANCE

1. The Exchange shall issue non-assessable policies of professional liability insurance and ancillary general liability insurance to policyholders insuring against liability for claims arising from alleged incidents of malpractice.

ATTORNEY-IN-FACT

2. The Subscriber hereby designates and appoints PRIMMA LLC, a wholly owned subsidiary of PRI, ("PRIMMA") as the Attorney-in-Fact to act for and bind the Subscriber in all transactions relating to or arising out of the operations of PRI, subject to such limitations as may be lawfully provided, including, but not limited to, the issuance of non-assessable policies of professional liability insurance and ancillary general liability insurance issued to policyholders insuring against liability for claims arising from alleged incidents of malpractice on behalf of the Exchange as well as the authority to reinsure any portion of the policies of liability insurance issued by the Exchange as permitted by law.
3. The Subscriber hereby acknowledges and agrees that service of summons or other legal process on PRIMMA or on any persons appointed by PRIMMA to receive such process, shall, in any action, suit or proceeding arising out of any contract, agreement or transaction of the Exchange, be equivalent to personal service of such summons or other legal process on each and every Subscriber.

POWERS AND DUTIES OF PRIMMA

4. PRIMMA shall have the duty to provide all services necessary and appropriate to operate and administer the day-to-day affairs of PRI as provided by law and the Management Agreement between PRI and PRIMMA, including, but not limited to, marketing, procuring and underwriting insurance business; collecting premiums; and administering, investigating and defending claims arising from policies of insurance issued by the Exchange.
5. In April of each year, PRIMMA shall render to Subscribers a statement showing a summary of collective transactions of PRI during the preceding calendar year.

BOARD OF GOVERNORS

6. PRI shall be governed by an advisory committee, known as the "Board of Governors," which shall have ultimate power and responsibility for the management and control of the affairs of PRI. The Board of Governors shall consist of not less than nine persons elected by the Subscribers, at least two-thirds of whom are Subscribers or officers of Subscribers and not more than one-third of whom may be the Attorney-in-Fact or any person designated by the Attorney-in-Fact. Each member of the Board of Governors shall serve for a term of three years, and not more than one-third of the Board members shall be elected at each annual meeting of Subscribers.
7. There shall be an Annual Meeting of Subscribers held in New York State, a place and time to be chosen each year by the Board of Governors and designated in a Notice of Meeting sent to all Subscribers no less than 30 days prior to such meeting, and at which meeting each Subscriber shall have power to vote in person or by proxy for all members of the PRI Board of Governors to be chosen or appointed at such time. Each Subscriber will be sent a ballot which will contain the names and addresses of the Board of Governors' nominees.

8. At the Annual Meeting, the election of the Board shall take place and all ballots not returned shall be deemed to designate the Chairman as the proxy holder of the non-responding Subscribers. The Chairman will then conduct the election and certify the election of the nominated Subscribers.
9. A majority of the members of the Board of Governors shall constitute a quorum for the transaction of business.
10. If the Exchange should for any reason cease to grant insurance to a Subscriber member of PRI's Board of Governors, or their firm or corporation, such person shall thereupon cease to be a member of said Board.
11. No member of the Board of Governors shall as such incur any personal liability for any loss of any kind, from any cause, save only such loss as may be incurred by reason of their own malfeasance.

POWERS AND DUTIES OF THE BOARD OF GOVERNORS

12. The Board of Governors shall have full power and authority to:
 - a. Adopt such rules and regulations for PRI and PRIMMA, as Attorney-in-Fact for PRI, not inconsistent herewith, as it shall see fit, including, but not limited to, fixing the compensation of PRIMMA, as the Attorney-in-Fact for PRI as provided in the PRI-PRIMMA Management Agreement, and directing PRIMMA in the safeguarding of all moneys and other assets and in making and changing of investments of PRI.
 - b. Suspend, remove, and terminate PRIMMA, as Attorney-in-Fact, for good cause pursuant to the terms of the the PRI-PRIMMA Management Agreement.
 - c. Fill any vacancy which may occur in the office of the Attorney-in-Fact at any time, by selecting and appointing a successor and executing thereto in the name and on behalf of each Subscriber such power of attorney, designation or other instrument as may be necessary or proper to enable it to act as Attorney-in-Fact with all the powers and authority herein given by the Subscribers to the aforesaid Attorney-in-Fact, without any further action on the part of Subscribers; and the Board of Governors shall mail to each Subscriber timely notice of each and every such change made.
 - d. Fill for the unexpired term any vacancy which may occur for any reason in the Board of Governors.
 - e. Fix its own fees from time to time within such limits as hereafter may be provided in the regulations adopted by it.
 - f. Appoint sub-committees of the Board of Governors and delegate to such sub-committees authority to exercise any or all of its own powers except as herein otherwise provided.
 - g. Fix the time and places of its own meetings.
 - h. Elect officers, which shall include a Chairman.
 - i. Select auditors who shall examine the books and accounts of PRI and report thereon to said Board.
 - j. Call annual meetings or special meetings of Subscribers at any time, by mailing to the last known address of each timely notice thereof stating when and where said meetings are to be held.
 - k. Determine what acts, incapacity or failure to act shall constitute a disqualification of any Subscriber to act further as such.

SUBSCRIBER RIGHTS, PRIVILEGES AND OBLIGATIONS

13. The Subscriber shall have the following rights, privileges and obligations as an underwriter of PRI, subject to the terms of the insurance contracts required or permitted by law to be issued:
 - a. The Subscriber hereby agrees to exchange with all other Subscribers contracts of liability insurance, or reinsurance, in the form and containing terms and conditions as are approved by the Exchange, but no Subscriber shall assume any liability as an insurer in any policy so granted.
 - b. Upon application and acceptance, the Subscriber shall receive a policy of liability insurance and a copy of this Agreement appended thereto.

- c. The Subscriber shall have the right to vote at all meetings of Subscribers, either in person or by proxy. All meetings of Subscribers shall be noticed by mail to all Subscribers not less than thirty (30) days prior to such meeting. The notice may include ballot materials concerning any matters requiring a vote at such meeting, which ballots must be completed and returned to PRI as noticed. On the scheduled date of a meeting of Subscribers, a vote on all previously noticed transactions shall take place and all ballots not returned shall be deemed to designate the Board of Governors, voting by a simple majority, as the proxy holder of the non-responding Subscribers.
- d. The Subscriber reserves the right to revoke this Agreement and the Power of Attorney granted to PRIMMA herein as of the end of any calendar quarter upon written notice to PRIMMA.
- e. In the event that PRI shall declare and make a Distribution to Subscribers and Non-Subscriber Policyholders, each Subscriber and Non-Subscriber Policyholder shall receive its Pro Rata Share of such Distribution. “Pro Rata Share” means, as of any date of determination, a percentage determined by dividing (i) the amount of annual premium payable under the Subscriber’s or Non-Subscriber Policyholder’s policy then in effect, by (ii) the total amount of annual premium payable under all policies issued by PRI and its subsidiaries then in effect, unless governing law provides otherwise. The date for determining the Pro Rata Share shall be established by the Board of Governors in conjunction with the authorization of any Distribution and shall, to the extent required, be approved by the New York State Department of Financial Services. “Distribution means a dividend, a cash payment, or any benefit inuring to Subscribers in conjunction with any restructuring of PRI. “Non-Subscriber Policyholder” means holders of policies issued by any subsidiary of PRI in a state in which policyholders are not permitted by applicable insurance law or regulation to be Subscribers, but have been allowed by applicable insurance law to economically participate in a Distribution as if they were Subscribers.

GENERAL PROVISIONS

- 14. PRI shall maintain a surplus to policyholders at least equal to the amount required to be maintained by Section 4103 of the New York Insurance Law for a similarly licensed stock property/casualty insurance company.
- 15. It is understood that the license of PRI and all other documents, data systems, books and records used in conducting the business of the Exchange are and shall remain the property of PRI.
- 16. This Agreement and the Power of Attorney herein contained shall supersede all previous Agreements and Powers of Attorney, if any, executed by all Subscribers, but any and all outstanding policies of liability insurance written under powers so superseded shall continue in full force and effect.
- 17. It is hereby expressly stipulated that this Power of Attorney shall be and hereby is strictly limited to uses contemplated by and expressed in this Agreement and no other.
- 18. All amendments, modifications or changes to this Agreement must be approved by the Board of Governors, may not be inconsistent with New York Insurance Law or any regulation thereto, and must be approved, in writing, by the Superintendent of the New York State Department of Financial Services prior to making such amendment, modification or change.
- 19. Every amendment, modification or change to this Agreement shall be submitted to all Subscribers contemporaneously in accordance with New York Insurance Law Section 6107(d)(4) and shall take effect as to all Subscribers who have not objected within sixty (60) days after the date of such submission. Failure of any Subscriber to object within sixty (60) days shall constitute such Subscriber’s acceptance of such amendment, modification or change. Any Subscriber who objects, in writing, within sixty (60) days from the date of submission to such amendment, modification or change shall be deemed to have withdrawn from membership of the PRI and said Subscriber’s liability insurance policy(s) with the Exchange shall be cancelled concurrent with such withdrawal.
- 20. In consideration of the foregoing, the Subscriber does hereby covenant and agree that Subscriber will fully and faithfully carry out, execute and perform everything in which PRIMMA shall, by virtue hereof, bind Subscriber, and in the same manner Subscriber does hereby ratify and confirm all that PRIMMA may lawfully do or cause to be done by virtue hereof.
- 21. This Agreement shall be governed by the laws of the State of New York.
- 22. Pursuant to Section 6106(a)(2) of the New York Insurance Law, the acceptance of a policy or binder of insurance with this Agreement printed thereon preceded by the words: “The acceptance of this policy or binder, shall constitute that execution and delivery by the insured of the Subscriber’s Agreement, which is appended to this policy or binder, and hereby made a part thereof,” shall constitute the execution and delivery of this Subscriber’s Agreement by that insured as fully and to the same extent as though this Agreement has been signed and acknowledged by the insured.