

**EmPRO INSURANCE COMPANY
1800 Northern Boulevard
P.O. Box 9007
Roslyn, NY 11576**

**(516) 365-6345
Toll Free: (833) 774-6625**

“THE COMPANY”

APPLICATION

FOR DDS/DMD INDIVIDUAL PROFESSIONAL LIABILITY COVERAGE

IMPORTANT INSTRUCTIONS

PLEASE READ CAREFULLY AND ANSWER ALL QUESTIONS COMPLETELY

PLEASE PRINT or TYPE all information and make sure all questions are answered in full. Incomplete or missing answers will cause delays in processing and may cause coverage to be declined.

If you have had claims or suits filed against you please make certain you have completed a claims information form for each claim or suit in the past 10 years.

Be sure to use REMARKS section for all required additional information.

Upon acceptance of your application you will be notified of premium due. Upon payment of the premium, your policy will become effective.

EmPRO INSURANCE COMPANY

**ADDENDUM TO DECLARATIONS PAGE
AND THE APPLICATION FORM**

NOTICE

If this policy is written on a claims-made basis:

This policy provides no coverage for claims arising out of incidents, occurrences or alleged wrongful acts which took place prior to the initial coverage date stated in the policy.

This policy covers claims actually made against the insured and incidents reported while the policy remains in effect and all coverage under the policy ceases upon the termination of the policy, except for the mandatory automatic extended reporting period of sixty (60) days, unless the insured purchases additional unlimited extended reporting period coverage.

The rates for extended reporting period coverage will be based on the rates in effect at the time of termination of coverage and such rate may be subject to substantial increase over the rates currently in effect. The average statewide percentage changes, and the effective dates of each rate revision which COMPANY has implemented in this State during the five (5) year period immediately preceding the effective date of the policy, will be provided upon the written request of the insured. Such past changes may or may not be indicative of future rate changes.

Unless the insured purchases extended reporting period coverage in addition to the mandated automatic extended reporting period of sixty (60) days, there will be no coverage provided for claims made or incidents reported after such period of sixty (60) days.

During the first few years of coverage under a claims-made policy, the annual rate is comparatively lower than occurrence rates issued by any insurer, however, such annual rate increases significantly in all companies, independent of overall rate level increases, until the claims-made relationship reaches maturity.

Claims-made rates are computed by applying the following factors to the corresponding occurrence rate, depending upon your year in the claims-made program: First 30%; Second 57.5%; Third 75%; Fourth 83%; Fifth 90%; Sixth and later 95%;

Rates for optional extended reporting coverage are computed by applying the following factors to the corresponding occurrence rate, depending upon years completed in the claims-made program: One 80.8%; Two 114%; Three 133 %; Four 142.5 %; Five 147.3%; Six or more 147.3%

1. Full Name: _____ Date of Birth: _____

Home Address: _____
Number & Street City State Zip

2. Location(s) at which practice is conducted:

Number & Street	City	State	Zip	Hours/Week:
Number & Street	City	State	Zip	Hours/Week:
Number & Street	City	State	Zip	Hours/Week:
Number & Street	City	State	Zip	Hours/Week:
Number & Street	City	State	Zip	Hours/Week:
Number & Street	City	State	Zip	Hours/Week:
Number & Street	City	State	Zip	Hours/Week:

3. Home Phone: _____ Office Phone: _____

4. I wish to have all correspondence sent to: Home: _____ Primary Office: _____ Other (specify below): _____

5. E-Mail Address: _____ Website: _____

6. Dental School Attended: _____ Year Graduated: _____

Additional Training: _____

Professional Designation: DDS _____ DMD _____

7. License Number: _____ Years in Practice: _____

8. Non-New York State Dental Licenses:

State: _____ License Number: _____ Date Issued: _____

State: _____ License Number: _____ Date Issued: _____

9. Social Security Number: _____ I.R.S. Tax ID Number: _____

15. What is your average weekly patient load? _____ Number of hours you are practicing per week? _____

If total hours is less than 16, explain why: _____

16. Outside practice (list names and addresses) for which you are not requesting coverage for from EmPRO:

17. I practice as a(n):

_____ General Practitioner _____ Periodontist _____ Endodontist _____ Oral Pathologist

_____ Pedodontist _____ Prosthodontist _____ Orthodontist _____ Oral Surgeon (If so, EmPRO cannot cover you)

Which of the following procedures are you performing?

_____ Placing Implants

- If yes, are you using CBCT software on all implant candidates prior to placing implants? _____ Yes _____ No

_____ Restoring Implants

_____ Third Molar Extractions

_____ Root Canals

_____ Botox, Collagen or Restylane (If yes, please provide a certificate in training)

18. Do you treat patients who are rendered unconscious, by you or others, through the administering of Anesthesia or analgesia in a hospital? _____ Yes _____ No; in office _____ Yes _____ No

If "YES" to either, please explain: _____

19. (a) I practice as a sole practitioner and am _____ incorporated as a P.C. _____ not incorporated

(b) I practice as an employee or member of a multi-dentist corporation _____ Yes _____ No

(c) I practice as an independent contractor _____ Yes _____ No If yes, how many locations? _____

(d) I practice as a partner _____ Yes _____ No

If you would like to list your corporation as an Additional Insured on your policy, please indicate below:

20. If your practice is a partnership or corporation, do you desire a separate limit of liability (separate policy) for the entity, or a shared limit _____*SEPARATE _____SHARED

* If you desire a separate limit and if the entity is a multi-shareholder corporation or partnership, you must complete a supplemental corporate/partnership application.

21. If you practice as a partner, or a member of a corporation with other dentists, list all partners or members' names and specialties:

22. Do you employ other dentists? _____Yes _____No If yes, how many? _____

23. If you, or your corporation, employ any dentists, list name(s), specialties and location(s):

24. Do you employ independent contractors? _____Yes _____No: If yes, how many? _____

25. If you, or your corporation, employ any independent contractors, list name(s), specialties and location(s):

26. Does every dentist with whom you practice in any capacity, in every location, have a dental malpractice insurance policy force? _____YES _____NO _____DO NOT KNOW _____NOT APPLICABLE

27. Is there anything special or unique about your practice? _____Yes _____No If yes, please explain:

28. Are you on staff or affiliated in any way with a hospital or clinic? _____Yes _____No If yes, please list names:

OTHER UNDERWRITING INFORMATION

29. Do you use a Collection Agency? _____ YES _____ NO

If "Yes", does this agency have authorization to file a collection suit on its own authority? _____ YES _____ NO

30. Have you ever been convicted of a felony? _____ YES _____ NO

31. Has any governmental agency ever investigated, suspended, revoked, or taken any other action against either your narcotic license or your license to practice? _____ YES _____ NO
If "Yes", explain in Remarks, (Question 38)

32. Have you ever had professional liability insurance refused, declined, canceled or accepted on special terms? _____ YES _____ NO
If "Yes", explain in Remarks, (Question 38)

33. Have you ever had privileges at any hospital or other institution reduced, revoked, restricted or suspended? _____ YES _____ NO
If "Yes", explain in Remarks, (Question 38)

34. Have you ever used any intoxicant, narcotic, or other psychoactive drug to the extent that it has interfered with your ability to perform professional duties? _____ YES _____ NO
If "Yes", explain in Remarks, (Question 38)

35. Have you ever been involved in a malpractice claim or suit, either directly or indirectly, or are you presently involved in malpractice litigation? _____ YES _____ NO
If "Yes", submit a separate claim activity form for each case in the last 10 years.

36. Are you presently in any litigation resulting from the dissolution of a dental partnership? _____ YES _____ NO
If "Yes", explain in Remarks, (Question 38)

37. List professional liability insurance carried for the past 10 years. If none, state none.

<u>Insurance Company</u>	<u>Policy Number</u>	<u>Limits of Liability</u>	<u>Premium</u>	<u>Inception Month/Day/Year</u>	<u>Was This a Claims-Made Policy Form</u>

38. **REMARKS** (PLEASE INDICATE QUESTION NUMBER(S) REFERRED TO):

39. List Professional Organizations or Associations of which you are a member:

40. List any Preferred Provider Organizations (PPO), Dental Maintenance Organizations, etc. in which you are a participating dentist:

The application duly completed, together with any supplementary information, must be signed in ink by the applicant. Signature of the form does not bind the applicant or the COMPANY to issue coverage.

I understand that in order to underwrite professional liability insurance, the COMPANY must have access to all possible information concerning my personal and professional life. I hereby authorize and direct any dental society, dentist, hospital, insurance Exchange, underwriter, and insurance agent to furnish any information concerning me or my dental practice which the COMPANY may request.

Since I understand that free exchange of information is essential, I agree that any person or organization furnishing information to the COMPANY pursuant to this consent and direction, together with the agents, employees, or officers of such person or organization will not be liable to me in any way for furnishing such information.

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

My signature on this application shall be deemed to be a concurrent execution of the attached Subscriber's Agreement of Physicians' Reciprocal Insurers ("PRI"). I understand that in order to maintain my status as a policyholder of EmPRO Insurance Company, I must maintain my status as a subscriber of PRI. Termination of either contract shall result in the automatic termination of the other.

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 _____

DATE _____

CLAIM ACTIVITY
Be Sure to Answer All Questions Fully, Leave No Blanks

A. Name of Claimant or Plaintiff: _____
(Last) (First) (Middle Initial)

B. Date of Alleged Incident: _____

C. Name of Defense Counsel: _____

D. Name of Plaintiff's Counsel: _____

E. Location of Incident (County and State): _____

F. Issue or Type of Injury Claimed - What was the Objective Issue Contested in this Claim?

Injury: _____ Emotional Only _____ Cosmetic _____ Temporary Disability _____ Permanent Disability
_____ Death _____ Injury with Economic Impact

Treatment Involved: _____

Please state allegations filed against you by patient: _____

At what point in the treatment provided could this incident have been avoided either by a different action on your part or help from another treating dentist? Please be candid.

G. Were other dentists or hospitals involved as co-defendants? _____ YES _____ NO
Please list their names:

H. If you were one of many defendants in this legal action and your treatment was criticized by any of the dentists involved, what were the allegations against you?

I. Name of the insurance company defending you: _____

J. Was claim or suit actually brought against you, merely threatened, or limited to claimant's attorney contact? _____

K. If suit was filed, include the court docket number, if known: _____

L. Disposition: What happened to the claim?

_____ Abandoned (no activity over 3 years) _____ Won by defense _____ Judgement or verdict vs. co-defendant(s) only

_____ Settled or _____ Won by claimant If so, how much was paid on your behalf? _____ When? _____

What was the reason for payment on your behalf? _____

_____ Open (state current status) _____

How much has the insurance company set aside in reserve for this claim? (If known) _____

SUBSCRIBER'S AGREEMENT

By these presents, we, the undersigned "Subscribers", holders of an insurance policy issued by Physicians' Reciprocal Insurers ("PRI" or the "Exchange") or by a wholly owned subsidiary of the Exchange hereby appoint PRIMMA LLC as our Attorney-in-Fact for the Exchange.

POLICIES OF INSURANCE

The Attorney-in-Fact shall have power to:

1. Sign non-assessable policies of medical liability insurance in its name on our behalf, insuring against liability for claims arising from alleged incidents of medical malpractice.
2. Sign any other papers by one signature of its own name as acting for all Subscribers interested therein.
3. Issue policies of medical liability insurance to Subscribers only and make any such policies subject to such terms as it shall deem proper, change or modify such terms, and cancel all or any portion of any such policy.
4. Reinsure any portion of any policies of medical liability insurance issued by the Exchange as permitted by law, provided that the terms of all collective reinsurance shall be subject to approval by the Board of Governors.

FURTHER POWERS AND DUTIES OF THE ATTORNEY-IN-FACT

Further Powers. The Attorney-in-Fact shall have full power to:

5. Defend, institute or prosecute any suit or other legal proceedings taken upon, or in relation to, any transaction in which we may be liable, or make by it in virtue hereof or by direction of the Board of Governors and compromise and settle with same in accordance with the terms of the policy of liability insurance.
6. Bring suit, in its own name or otherwise, to enforce payment of any premium due at the Exchange should we fail to immediately comply with its request to make good on any such payment.
7. Accept, or appoint itself or any other person, including officials of state or provincial insurance departments, to accept service of process in any action, suit or proceeding arising as a result of any policy, agreement or transaction to the Exchange.
8. Charge against our account and pay therefrom our proportion of all losses sustained and of all taxes, fees, expenses, and other operating costs incurred.
9. Deduct from moneys received by it, its compensation.
10. Do and execute, for us in our name, every other act and thing by virtue hereof which we could do or execute personally.
11. Determine what constitutes a single risk, and adjust and settle losses in all respects in accordance with the terms of the policy of liability insurance.

Duties. The Attorney-in-Fact shall:

12. Keep a separate account in our name of all financial transactions in which we are involved in pursuance hereof.
13. In April of each year render to us a statement showing a summary of collective transactions of the Exchange during the preceding calendar year, and also a statement of our separate account made up as of the end of said calendar year.
14. Deliver to the Board of Governors, its bond in such form and amount as shall be approved by said Board.
15. Keep a record of active Subscribers which, during office hours, shall be available for inspection by Subscribers.
16. Before resigning, give to the Board of Governors at least 180 days written notice of its intention to do so.

BOARD OF GOVERNORS

17. There shall be a Board of Governors consisting 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.

18. A majority of the members of the Board of Governors shall constitute a quorum for the transaction of business.
19. In case the Exchange shall for any reason cease to grant insurance to a member of its Board of Governors, or his firm or corporation, such person shall thereupon cease to be a member of said Board.
20. 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 his own malfeasance.

POWERS AND DUTIES OF THE BOARD OF GOVERNORS

Powers. The Board of Governors shall have full power and authority to:

21. Adopt such rules and regulations for the Exchange and the Attorney-in-Fact, not inconsistent herewith, as it shall see fit.
22. Fix the compensation for the Attorney-in-Fact as provided in the Management Agreement.
23. Direct the Attorney-in-Fact in the safeguarding of all moneys and other assets and in making and changing of investments.
24. Suspend, remove and terminate the Attorney-in-Fact for good cause per the Management Agreement.
25. Establish and maintain a reserve for contingencies, to be accumulated out of current income and used at its discretion for the benefit of all Subscribers.
26. Fill for the unexpired term any vacancy which may occur for any reason in the Board of Governors.
27. Fix its own fees from time to time within such limits as hereinafter may be provided in the regulations adopted by it.
28. 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.
29. Fix the time and places of its own meetings.

Duties. The Board of Governors shall:

30. Elect officers, which shall include a Chairman.
31. Take into its own charge and keeping all securities owned by the Exchange and all moneys received by the Attorney-in-Fact for accounts of said Exchange, after deduction therefrom by said Attorney-in-Fact of its compensation and such other funds as it may retain to meet fees, taxes, losses, expense, and liquidation of Subscribers' accounts, together with any other funds which the Board of Governors may direct it to retain.
32. Select auditors who shall examine the books and accounts of the Exchange and report thereon to said Board.
33. Call annual meetings, and may call 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.
34. 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 our name and on our behalf 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 us to the aforesaid PRIMMA, LLC. without any further action on our part; and the Board of Governors shall mail to us timely notice of each and every such change made.
35. Determine what acts, incapacity or failure to act shall constitute a disqualification of any Subscriber to act further as such, and adopt regulations concerning the closing or liquidation of the account of any Subscriber so disqualified.

GENERAL PROVISIONS

36. The Exchange herein designated shall maintain at all times such minimum surplus and such guaranty surplus and other funds as are required by law.
37. No person, firm or corporation may become a Subscriber of the Exchange without the approval of a majority of the Board of Governors of the said Exchange.

38. There shall be an Annual Meeting of Subscribers at which each Subscriber shall have one vote, either in person or by proxy. Said Meeting shall be held at the place in the State of New York and at that time designated in the Notice of Meeting on the second Monday in June each year.
- A. Every Subscriber will be sent a proxy by first class mail on or before the 30th of April of each year which will contain therein the names and addresses of the Board of Governors' (Board) nominees.
 - B. The Board of Governors' nominations shall be made by a majority of the Board adopting a resolution nominating qualified candidates for election to the Board to fill a vacancy or vacancies that shall have occurred or which may occur in the year of the election. The said resolution shall be made on or before the 15th of March of the year of the election.
 - C. Any group of 5% or more of the Subscribers who are in good standing may nominate a proposed director or directors for election to fill a vacancy or vacancies at the annual meeting of the Subscribers to challenge the Board's nominations.
 - D. Additional nominations may take place only under the following rules and regulations:
 - a) All petitions for membership to the Board shall be filed on or before the 10th of May of the year in which the election of Board Members is to take place.
 - b) The petition shall be sent by certified mail, return receipt requested, addressed to the Chairman of the Board at the offices of the Exchange and shall contain a postmark that will contain a date that is prior to the 10th of May of the year in which the election is to take place.
 - c) The petition shall be in the following form:
 - i) The petition shall state the name or names and addresses of the proposed candidates for election, the candidate's PRI policy number and the dates of the policy's inception and expiration.
 - ii) The petition shall have an affirmation under oath by at least five percent (5%) of PRI's Subscribers, not including the nominee, affirming that they are insureds of PRI, their policy numbers, the date of their policy's inception and expiration and that they are Subscribers in good standing for the remainder of the term of their policy. The candidate or candidates shall make a similar affirmation under oath.
 - d) The Chairman shall examine the petition and if he finds that the petition does not comply with the requirements stated herein, then he must reject the petition no later than five days after receipt thereof, in writing, stating the specific objections to the petition. The said objections shall be sent to the address of the candidates by certified mail, return receipt requested. Failure to send such objection by the Chairman shall be deemed an acceptance of the petition and the nomination. Nothing contained herein shall waive any statutory requirement for serving on the Board.
 - e) Objection by the Chairman as above shall disqualify the nomination and the petition.
 - f) If the petitioners dispute the objection they may petition the Board in writing, stating their reason and requesting a review of the objection. This request shall be sent by certified mail, return receipt requested, within five days of the receipt of the Chairman's objection. The Board shall grant the petitioners a hearing to take place within five days of the receipt of the said request. The Board shall make a determination and notify the nominees named in the petition or their designees by certified mail, return receipt requested, within two days of the hearing and the decision of the Board shall be final.
 - g) If the Board finds that the objections are proper, then the petition shall be a nullity.
 - E. If the petition is not objected to, or the Board overrules the objection of the Chairman, then the election of the members of the Board shall take place and as a requisite for the election, a quorum of no fewer than 1,500 subscribers voting in person or by proxy shall be required.

If no quorum is present then the election shall be adjourned by the Chairman for an alternative date no more than 30 days from the scheduled date of the election. If at the adjourned date there is still no quorum present, then the Chairman shall adjourn the date of the election for a period at his discretion, which period shall not be longer than 60 days.

All proxies that were valid at the date scheduled for the election shall be considered valid for the adjourned date.

The Board of Governors shall appoint two proctors to examine and declare that there is or is not a quorum present and if a quorum is present, to tally the proxies and make a report as to the tally and the election results. The proctors shall not be members of the Board nor employees or Board Members of PRI's Attorney-in-Fact, and as a condition to acting as

proctors they shall take an oath to act and report the tally fairly and objectively. If the Board shall fail to appoint proctors on or before the date of election, then the Chairman may appoint such proctors.

- F. If there are no nominating petitions or a petition is declared a nullity then the election of the Board shall take place and all proxies not returned shall be deemed to designate the Chairman as the proxy holder of the non-responding Subscribers. The Chairman will then conduct the uncontested election and certify the election of the Subscribers nominated by management.
39. A policy or policies of liability insurance shall be granted by the Exchange to each Subscriber upon application, but not such Subscriber shall assume any liability as an insurer in any policy so granted to him.
 40. Each Subscriber shall insure each and every other Subscriber at said Exchange. Therefore, in each policy of liability insurance granted by the Exchange, and in force as of any date, each Subscriber of record on such date shall underwrite for an amount which shall be that proportion of the total amount of said policy of liability insurance, which his own annual premium bears to the total annual premiums of all such underwriting Subscribers at said Exchange in force as of such date.
 41. We hereby assume our proportionate share of all outstanding or future underwriting liability on policies of liability insurance which the Exchange has granted, or may in the future grant, but it is understood that such liability, and any other the Attorney-in-Fact is authorized to incur on our behalf, shall in every case be several, and not joint with any other Subscriber.
 42. No Subscriber shall be or become liable for any default, failure or neglect on the part of any other Subscriber.
 43. The Subscriber reserves the right to revoke this Agreement and the Power of Attorney herein contained as of the end of any calendar quarter upon written notice to the Attorney-in-Fact. As of such date, such Subscriber shall cease to assume any liability as an insurer in any policy of insurance thereafter issued by the Exchange and the Subscriber's liability as an insurer in all policies of insurance issued prior thereto shall terminate with respect to claims filed after such date. It is expressly understood that such Subscriber remains liable as an insurer on all policies issued prior to the date of revocation with respect to claims filed prior to such date, such liability being discharged by the surrender charge set forth in Paragraph 44. The Subscriber's revocation of this Agreement shall be construed as simultaneously ordering cancellation of all outstanding policies of insurance granted to him/her. The provisions of this paragraph shall be applicable in the case of any withdrawal whether voluntary or at the direction of the Exchange.
 44. Within one year after receipt of notice of revocation by the Attorney-in-Fact, one-half of the amount in the Subscriber's separate account, representing such Subscriber's share of the earnings of the Exchange during his term as a Subscriber, less surrender charges of twenty-five percent, shall be paid to the Subscriber. The remainder of such earnings shall be paid to such Subscriber not later than two years after the revocation of the Agreement by the Subscriber.
 45. It is understood that the license of the Exchange and all other papers, books and records used in conducting the business of such Exchange are and shall remain the property of the Subscribers.
 46. This Agreement and the Power of Attorney herein contained shall supersede all previous Agreements and Powers of Attorney, if any, executed by us but any and all outstanding policies of liability insurance written under powers so superseded shall continue in full force and effect.
 47. Any personal pronoun used herein to refer to the Attorney-in-Fact shall apply regardless of whether the Attorney-in-Fact is a firm, corporation or one or more individuals. The personal pronouns, we, our, us, when used herein refer to the Subscriber.
 48. 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.
 49. In consideration of the premises, we do hereby covenant and agree that we will fully and faithfully carry out, execute and perform everything in which the Attorney-in-Fact shall by virtue hereof bind us, and in the same manner we hereby ratify and confirm all that he may lawfully do or cause to be done by virtue hereof.
 50. 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 said 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.