

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) _____

**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.