EmPRO INSURANCE COMPANY

Healthcare Facility

Professional Liability Insurance Application

IMPORTANT: Processing of this application will be delayed if it is not completed in its entirety and the requisite attachments are not included.

1800 Northern Blvd
Roslyn, New York 11576 Telephone:
(516) 365-6345
Fax: (516) 684-2365

EmPRO INSURANCE COMPANY
HEALTHCARE FACILITY
PROFESSIONAL LIABILITY INSURANCE APPLICATION

PART I - APPLICANT (*If more than one location, please list on separate sheet)*

1 *Name of Facility*: _____

2. *D/B/A*: _____

3. M*ain Location:* _____

4. *City/State/Zip*: _____

5. N*umber of Years in Business*: _____ 5a. *Number of years under current management* _____

6. Fa*cility Tax I.D. Number*: _____

7. Additional locations to be covered: _____

8. Are there plans to add on to the present location or add other locations within the next 3 years?
If "Yes", please describe:

_____

_____

9. Type of ownership: Partnership ☐ Corp. ☐ Sole Proprietorship ☐ P.C. ☐ Other ☐

10. Are you applying as a physician group? ☐ Yes ☐ No

11. Operating as: For Profit ☐ Non Profit ☐

12. Named Insureds: List all subsidiaries, date acquired, description of operation, ownership in percentage and if coverage is desired.

Subsidiaries	Date Acquired	Description Of Operation	% of Ownership	Coverage Requested?

PART II – REQUESTED LIABILITY LIMIT AND DEDUCTIBLE OPTIONS

1. Primary ☐
   Excess ☐

2. Claims-Made ☐ Coverage Period: __________________ Retroactive Date: _________________
   Occurrence ☐ Coverage Period: __________________

3. Requested Liability Limits:

   a. **Facility**

      Per Occurrence: ______________________________ Aggregate: _________________________

   b. **Physicians -** (if coverage is being requested for employed physicians under the facility policy):
      Shared limit option ☐ Yes ☐ No

   Individual Limit option with a **total policy basket aggregate** of:
   $6,000,000 ☐
   $9,000,000 ☐
   $12,000,000 ☐
   $15,000,000 ☐

4. Requested Deductible (Check only one):
   ☐ No deductible.
   ☐ $25,000 ☐ $75,000 ☐ Other $__________________
   ☐ $50,000 ☐ $100,000

PART II A - INSURANCE PROFILE (FIVE YEARS)

Failure to complete will delay the process of the application.

1. **Primary Professional Liability**

Policy Period	Carrier	Limits of Liability	Deductible/SIR	Claims Made or Occurrence	Retro Date, if applicable	Are ALAE included in Limits of Liability	Premium
			☐Ded ☐SIR	☐CM ☐Occ		☐Yes ☐No	$
			☐Ded ☐SIR	☐CM ☐Occ		☐Yes ☐No	$
			☐Ded ☐SIR	☐CM ☐Occ		☐Yes ☐No	$
			☐Ded ☐SIR	☐CM ☐Occ		☐Yes ☐No	$
			☐Ded ☐SIR	☐CM ☐Occ		☐Yes ☐No	$
			☐Ded ☐SIR	☐CM ☐Occ		☐Yes ☐No	$

2. **Excess Professional Liability Coverage**

Policy Period	Carrier	Limits of Liability	Deductible/SIR	Claims Made or Occurrence	Retro Date, if applicable	Are ALAE included in Limits of Liability	Premium
			☐Ded ☐SIR	☐CM ☐Occ		☐Yes ☐No	$
			☐Ded ☐SIR	☐CM ☐Occ		☐Yes ☐No	$
			☐Ded ☐SIR	☐CM ☐Occ		☐Yes ☐No	$
			☐Ded ☐SIR	☐CM ☐Occ		☐Yes ☐No	$
			☐Ded ☐SIR	☐CM ☐Occ		☐Yes ☐No	$
			☐Ded ☐SIR	☐CM ☐Occ		☐Yes ☐No	$

3. Has the Applicant's policy or coverage ever been declined, cancelled or non-renewed during the past five years? If yes, please explain: ____

____

PART III - SERVICES PROVIDED

1. Number of current annual outpatient visits/treatments/revenue: ____________________________________

1a. Number of projected annual outpatient visits/treatments/revenue in next 12 months: ___________________

***Visits** – Use a threshold count. Count each patient each time they enter your facility for health related services, regardless of the number of departments visited or the number of procedures/treatments performed within each department. For home care, count each patient each time you visit for health related services.

***Gross Revenue** – This figure can be found on your financial statement. Do not adjust this figure for items such as profit, uncollectible accounts or amounts billed but not paid by third party payers. This number must represent the annual gross figure.

2. Do you provide telemedicine services? ☐ Yes ☐ No
If yes, please answer a – d below:

a. Where do you provide the telemedicine services? ____

b. Do you provide telemedicine to patients other than in New York? ☐ Yes ☐ No

If yes, please explain: ____

c. How many physicians provide telemedicine services? _________________

d. Are all physicians licensed in the state where the telemedicine services are rendered?

☐ Yes ☐ No

If no, please explain: ____

Please note: Total of all services should match the total number of current and estimated visits/treatments/revenue indicated in question 1 and 1a.

Treatments/ Visits*	**Current # of Treatments or Visits**	**Estimated # of treatments or visits**	**Treatments/ Visits***	**Current # of Treatments or Visits**	**Estimated # of treatments or visits**
Anesthesia – Local			ENT		
Anesthesia – General			Family Planning		
Moderate Sedation			Gynecology		
Audiology			Mammography		
Dental			Obstetrics		
Dermatology			Ophthalmology		
Dialysis - **Treatment**			Orthopedics		
Diabetes			Pediatrics		
Urgent Care			Podiatry		
Blood Bank - **Donation**			Radiology		
			STD's		
			Urology		
Other- specify:			**Other- specify:**		
Other- specify:			**Other- specify:**		
Other- specify:			**Other- specify:**		
Counseling and Rehabilitation	**Current # of Treatments or Visits**	**Estimated # of treatments or visits**	**Procedures**	**Current # of Procedures**	**Estimated # of Procedures**
Physical Rehabilitation			Abortion		
Developmental Disability			Surgery – Major		
Mental Health			Surgery – Minor		
Cardiac Rehabilitation			Surgery – LASIK		
Substance Abuse Counseling			Surgery - Plastic		
Trauma Rehabilitation			Surgery – Oral		
Other – specify:			Pain Mgt/ESI		
Laboratory	**Current Gross Revenue**	**Estimated Gross Revenue**	**Other services not listed:**	**Current**	**Estimated**
Laboratory	$	$			
Pharmacy	$	$			
Pathology	$	$			
Optical Establishment	$	$			
Organ Banks	$	$			

3. Are there plans to add new services within the next three (3) years? If "Yes", please describe:

   _____

   _____

4. Does the Applicant participate in clinical research trials? If so, please describe:

   _____

5. Do any clinic physicians provide in-patient care for your clinic patients or does the entity (wholly or in part) own, operate or administer any facility that provides such inpatient services? If "Yes", describe:

_____

PART IV - ADMINISTRATIVE/PROFESSIONAL STAFF

1. Name of Medical Director: _____

***Please note that above referenced physician will only be covered for administrative duties, no clinical activities or direct patient care coverage will be afforded.**

2. Please list Employed Physicians (include Medical Directors and Dentists). Attach separate sheet, if necessary.

Name	Specialty	Board Certified	Total Number of Hours worked per week	Years Employed at Facility	Has Own Insurance Yes or No	Coverage Requested Yes or No

2a. Is medical malpractice coverage for the facility provided under the Federal Tort Claims Act (FTCA)?

☐ Yes ☐ No

If "Yes", please provide a list of physicians that are covered by the FTCA and submit letter with proof of current deemed status.

3. Please list Professional/Support Staff:

Title	Total Number	F/T	P/T	Title	Total Number	F/T	P/T
CNP				Optometrist			
CRNA				O.R. Technician			
Clerical				Pharmacist			
Midwife				Phlebotomist			
Physicians Assistant				Physical Therapist			
RN				Psychologist			
LPN				Occupational Therapist			
HHA				Speech Therapist			
PCA				Radiology Technician			
Medical Assistant				Social Worker			
				Dialysis Technician			
Other – Specify:							

PART V - LICENSING/ACCREDITATION

1. Is the facility JCAHO/CARF/OASAS/CAP/AAAHC accredited? Yes☐ No☐

   Accreditation period: _____ to _____

   If "No", when does the facility expect to get accredited? _____

2. Is the facility licensed under Article 28 of the New York State Public Health Law? Yes☐ No☐

   If "No", under what Article of the PHL is the facility operating under?_____

3. Has the Applicant's license ever been revoked/suspended/refused/canceled/voluntarily surrendered or subject to enforcement action? Yes☐ No☐

   If "Yes", please explain:_____

   _____

4. Do you have any pending investigations being conducted by any city, state or federal agency? Yes☐ No☐

   If "Yes", please explain:_____

   _____

5. Have you ever filed for protection under Chapters 11 or 7 of the Bankruptcy code? Yes☐ No☐

6. Do the Applicant's financial statements indicate an ongoing concern? Yes☐ No☐

PART VI – CONTRACTUAL AGREEMENTS

1. Are there contractual agreements in place, whereby the facility either receives or provides medical services? Yes☐ No☐

   If "Yes", please provide a copy of each agreement.

2. Does the Applicant rent or lease the premises? Yes☐ No☐

   If yes, do you rent or lease any medical or therapeutic supplies and/or equipment to others? Yes☐ No☐

PART VII - PROFESSIONAL STAFF HIRING/SCREENING AND EMPLOYMENT PROCEDURES

Please check all that apply:

Type	Pre-hire criminal background check	Educational Background or Residency	License Verification Suspension Revocation	OPMC/ OPD	OIG	Previous Employers and/or References	Sexual Offender Registry
Employees							
Contractors							
Volunteers							

PART VIII - QUALITY ASSURANCE/RISK MANAGEMENT

1. Risk Management			
a. Who coordinates the facility's risk management program:			
Name:		Title:	
Telephone #:	( )	Email:	
Years of experience:		Reports to:	
b. Is there a formal written risk management plan?			☐ Yes ☐ No
c. Is there a formal written performance improvement/QA plan?			☐ Yes ☐ No
d. Are the national patient safety goals addressed in the RM or QA plans? If no provide details on separate sheet.			☐ Yes ☐ No
e. Is there a formal, documented peer review and credentialing process in place?			☐ Yes ☐ No
f. Is the risk manager solely accountable and responsible for risk management?			☐ Yes ☐ No
If **no,** explain other responsibilities:			
g. Does the risk manager have access to legal counsel to discuss risk issues not directly related to a claim?			☐ Yes ☐ No
h. Does the risk manager participate in or maintain the following:			
Claims Management	☐ Yes ☐ No	IRB Committee	☐ Yes ☐ No
Contract Review and Evaluation	☐ Yes ☐ No	Patient Satisfaction Results	☐ Yes ☐ No
Disclosure	☐ Yes ☐ No	Policy and Procedure Development/Review	☐ Yes ☐ No
Staff Education	☐ Yes ☐ No	Risk Management Committee	☐ Yes ☐ No
Formal link to quality management	☐ Yes ☐ No	Patient Safety Program and Committee	☐ Yes ☐ No
Incident/Occurrence reporting	☐ Yes ☐ No	Sentinel Event Investigation	☐ Yes ☐ No
Infection Control Committee	☐ Yes ☐ No	Emergency Preparedness	☐ Yes ☐ No

PART IX – CONTACT INFORMATION

Please provide contact information for the following:

	Risk Manager	Claims Contact	Billing Contact
Name:			
Title:			
Telephone Number:			
Email Address:			
Mailing Address:			

PART X - ADDITIONAL INFORMATION AND DOCUMENTS TO ACCOMPANY APPLICATION

1. Copy of the most recent Department of Health survey, including the Plan of Correction.
2. Complete copy of the most recent JCAHO or AAAHC accreditation report.
3. Copy of current state license.
4. Copies of Certificates of Insurance for physicians covered under individual policies.
5. If applicable, completed EmPRO applications for all physicians to be covered under the facility policy.
6. Copies of any contracts with independent physician groups.
7. Current annual audited financials.
8. Public relations materials, brochures, etc.
9. Copies of any hold harmless agreements.
10. Copy of Certificate of Incorporation (Articles of Organization).
11. Copy of loss runs for the last ten (10) years.

APPLICATION IS NOT ACCEPTED WITHOUT SIGNATURE ON THE NEXT PAGE

NOTICE

Applicants considering claims-made coverage must take note of the following:

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

The 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 extended reporting period coverage which will provide coverage for an unlimited time period without any gap in 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 EmPRO 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 on a claims-made basis, the annual rate is comparatively lower than occurrence rates, however, such annual rate increases significantly, independent of overall rate level increases, until the claims-made relationship reaches maturity.

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.

The answers to the foregoing questions are complete and correct to the best of my knowledge and belief.

Signature: _____

Name (please print): _____

Title: _____

Date: _____

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.