



**Anesthesia  
Addendum**

**PART I - APPLICANT INFORMATION**

First Name	Middle Initial	Last Name	Policy Number
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I have access to and will use both a Pulse Oximeter and Capnograph, in all cases where physically possible with the exceptions of the following circumstances:

- a. one or both of the monitoring devices is not working.
- b. an emergency situation.
- c. use of monitoring device is physically impractical.
- d. use of monitoring device is not required for the care of an obstetrical patient in labor or in conduct of pain management.

I further agree to indicate on each patient's anesthesia and/or medical record that both monitoring devices were used.

I understand that if I fail to use the monitoring device in the manner prescribed in the stipulation, the Company may revoke the credit and reclassify me to specialty 80151.

I will be responsible for payment of \$5,000.00 on any claim which results in a final judgement or settlement paid by the Company (see #5 under terms and conditions) brought against me for the improper use of both monitoring devices.

I understand that any certified registered nurse anesthetist insured under my policy must comply with all of the requirements for the credit classification.

**PART II - TERMS AND CONDITIONS**

1. I am familiar with the Standards for Basic Intra-Operative Monitoring adopted by the American Society of Anesthesiologists on October 2, 1986.
2. I have access to and will use both a pulse oximeter and, in all cases where physically possible, an end-tidal CO2 analyzer (capnograph) (hereinafter "monitoring devices") in all circumstances where their use is recommended in the Standards for Basic Intra-Operative Monitoring, with the exception of the following circumstances:
  - a. one or both of the monitoring devices is not operative due to a mechanical failure and no alternative or replacement device is readily available, provided that a note is placed in the patient's anesthesia and/or medical record indicating that the device was not operative, that the condition had been reported to the proper authorities in the hospital, including the date and the time of such report and the authorities so notified, that a replacement was not readily available, and that, in the anesthesiologist's opinion, the circumstances that required proceeding without the monitoring devices constitute an exception, if such mechanical failure has continued for a period of more than 72 hours;
  - b. an emergency, provided that the nature of the emergency and valid reasons for not using the monitoring devices are set forth in detail in a note in the patient's anesthesia and/or medical record;
  - c. where the use of the monitoring devices is physically impractical due to either the physical condition of the patient or the medical procedure being performed, provided valid reasons for not using the monitoring devices (e.g., that the patient is so severely burned that the monitoring device cannot be attached or an accurate reading cannot be obtained) are set forth in a note in the patient's anesthesia and/or medical record; or
  - d. the use of the monitoring devices is not required for the care of an obstetrical patient in labor or in the conduct of pain management. The anesthesiologist is required to use both monitoring devices, as set forth in the standards referred in clause one, if the obstetrical patient is being treated in the operating room and general anesthesia is being administered by the anesthesiologist.
3. I further agree:
  - a. to indicate on each patient's anesthesia and/or medical record that both monitoring devices were used;
  - b. to maintain any such records for review by the Company as set forth in subparagraph c below; and
  - c. to allow the Risk Management Department of the Company to audit on-site during reasonable business hours and without prior notice and approval that portion of the anesthesia and/or medical records which would indicate that both monitoring devices were used, provided that the on-site audit does not interfere unnecessarily with the operation of the Anesthesia Department.
4. I understand that if I fail to use the monitoring devices in the manner prescribed in the Stipulation, the Company may revoke the credit and reclassify me to Specialty 80151 Anesthesiology (without the Risk Management Credit), and I will be required to refund the amount of the credit for any policy year for which non-compliance is found within 30 days, or my policy will be cancelled for non-payment of premium. I further understand that if I lose my credit classification for failure to use the monitoring devices in the manner prescribed by the Stipulation, I will be ineligible for the credit classification unless I satisfy the Company that I have used the monitoring devices as required since the date of the revocation.

5. If a claim arises against me, which results in a final judgement or settlement in any amount, and it is determined that I failed to use both monitoring devices in accordance with the requirements of the credit classification, I will be responsible for payment of a deductible of \$5,000 on any such judgement or settlement paid by the Company, in addition to revocation of the credit classification and ineligibility for the credit classification as set forth in the preceding paragraph.
6. I understand that any Certified Registered Nurse Anesthetist insured under my policy must comply with all of the requirements for the credit classification and any failure to do so will constitute a failure by me to so comply and will constitute grounds for revocation, ineligibility for the credit classification and payment of deductible as set forth herein, to the same extent as any failure to comply by me personally.

**CALIFORNIA APPLICANTS:** FOR YOUR PROTECTION CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM: ANY PERSON WHO KNOWINGLY PRESENTS FALSE OR FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.

**COLORADO APPLICANTS:** IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE, AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATED AGENCIES.

**DISTRICT OF COLUMBIA APPLICANTS:** ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

**MAINE APPLICANTS:** THE COMPANY WILL NOT RESCIND OR VOID ANY POLICY ISSUED IN MAINE DUE TO FRAUD OR A MISREPRESENTATION WITHOUT FIRST OBTAINING A COURT RULING THAT VOIDANCE OR RESCISSION OF THE POLICY IS PERMITTED. HOWEVER, IN THE EVENT OF A MISREPRESENTATION, OMISSION, CONCEALMENT OF FACT OR INCORRECT STATEMENT IN THIS APPLICATION OR INFORMATION PROVIDED TO US TO OBTAIN INSURANCE, THE COMPANY MAY CANCEL THE POLICY AND/OR DENY COVERAGE FOR ANY CLAIM IF SUCH MISREPRESENTATION, OMISSION, CONCEALMENT OF FACT OR INCORRECT STATEMENT WAS FRAUDULENT OR MATERIAL. IN ACCORDANCE WITH 24-A M.R.S.A. 2186(3), IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR DENIAL OF INSURANCE BENEFITS.

**MARYLAND APPLICANTS:** THE COMPANY WILL NOT VOID ANY POLICY ISSUED IN MARYLAND. HOWEVER, COVERAGE WILL NOT BE PROVIDED IF WE DISCOVER CONCEALMENT, MISREPRESENTATION, OR FRAUD. ANY PERSON WHO KNOWINGLY OR WILLFULLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY OR WILLFULLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

**NEW HAMPSHIRE APPLICANTS:** THE COMPANY WILL NOT VOID ANY POLICY OR DENY COVERAGE TO ANY INSURED(S) IN NEW HAMPSHIRE IF THE INSURED(S) HAD NO KNOWLEDGE OF CONCEALMENT, MISREPRESENTATION OR FRAUD. HOWEVER, THE COMPANY WILL NOT COVER ANY CLAIMS AGAINST ONE OR MORE INSURED(S) WHO HAS INTENTIONALLY CONCEALED OR MISREPRESENTED A MATERIAL FACT, ENGAGED IN FRAUDULENT CONDUCT, OR MADE A FALSE STATEMENT RELATING TO THIS INSURANCE.

**NEW JERSEY APPLICANTS:** IN ACCORDANCE WITH N.J. STAT § 17:33A-6 (C), ANY PERSON WHO INCLUDES FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL 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.

**VIRGINIA APPLICANTS:** IN ACCORDANCE WITH VIRGINIA CODE 52-40, IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR DENIAL OF INSURANCE BENEFITS.

**WASHINGTON APPLICANTS:** THE COMPANY WILL NOT VOID ANY POLICY ISSUED IN WASHINGTON UNLESS THE INSURED(S) OR SOMEONE ACTING ON BEHALF OF THE INSURED(S) INTENTIONALLY CONCEALS OR MISREPRESENTS A MATERIAL FACT OR CIRCUMSTANCE RELATING TO THIS INSURANCE. IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES, AND DENIAL OF INSURANCE BENEFITS.

**ALABAMA, ALASKA, ARIZONA, ARKANSAS, DELAWARE, FLORIDA, IDAHO, INDIANA, KENTUCKY, LOUISIANA, MINNESOTA, NEW MEXICO, NY, OHIO, RHODE ISLAND, TENNESSEE, TEXAS, WEST VIRGINIA APPLICANTS:** ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS MATERIALLY FALSE INFORMATION IN AN APPLICATION FOR INSURANCE MAY BE GUILTY OF A CRIME AND MAY BE SUBJECT TO CRIMINAL AND CIVIL PENALTIES WHICH MAY INCLUDE VOIDING OF THE POLICY IF ALLOWED BY STATE LAW.

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Signature of Applicant

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Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

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Signature of Producer *(signature is required for N.H. producers only)*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name