



Limited Practice Credit
Addendum

First Name	Middle Initial	Last Name	Policy Number
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Failure to return this credit application by the effective date of this policy will result in loss of credit for the policy period.

Hospitals at which the member has admitting privileges:

Average Direct Patient Care Hours per week _____

Average Total Hours of Work per week _____

(including direct patient care hours and other professional activities such as teaching, research, and administrative activities)

OR

Average Direct Patient Care Hours per month _____

Average Total Hours of Work per month _____

(including direct patient care hours and other professional activities such as teaching, research, and administrative activities)

When did you begin practicing 21 hours or less per week or 80 hours or less per month? month _____ year _____

Eligibility for the credit will be based upon the number of hours of direct patient care engaged in by the insured. "Direct patient care" is defined as any activity that could form the basis for the assertion of a professional liability claim by a patient against the insured. Direct patient care includes the activities listed below, whether occurring during the course of the insured's office practice, outpatient hospital practice, clinical practice, in-patient hospital practice (including but not limited to attending duties), specialty consultation, on-call time (including any telephone consultation), or any patient follow-up:

- a. examining or testing the patient;
- b. making or consulting in the diagnosis of the patient's medical or dental condition;
- c. performing any medical or dental procedures on the patient;
- d. prescribing any medication or medical or dental treatment for the patient;
- e. dictating, updating, or reviewing medical records;
- f. making rounds on patients;
- g. consulting with or writing to the patient, the patient's relatives or representatives, a referring physician or dentist or a consulting physician or dentist concerning the patient's medical or dental care and treatment;
- h. consulting with, observing or supervising members of the healthcare staff, including residents, nurses, assistants, hygienists and any other healthcare personnel responsible for the patient's medical or dental care, with respect to the patient's medical or dental care and treatment.

It is understood and agreed that the foregoing guidelines do not necessarily include an exhaustive list of direct patient care activities. Accordingly, any activities which the insured has reason to believe could form the legal basis for a professional liability claim, whether or not such activities are specifically set forth in the foregoing guidelines, are included as direct patient care activities.

TERMS AND CONDITIONS

I hereby apply for the Limited Practice Credit from the regular premium for my medical malpractice insurance policy to be issued by EMPRO. In making this application, I certify the following:

1. I will **not** spend more than 21 hours per week or 80 hours per month, involved in direct patient care.

(continued on the reverse side)

TERMS AND CONDITIONS (continued)

2. I will maintain an unrestricted license to practice medicine/dentistry.
3. I agree to maintain accurate records recording the number of hours spent by me in direct patient care and to allow the Company to audit those records on-site during reasonable business hours and without prior notice or approval, provided that such an on-site audit does not unnecessarily interfere with the operation of my practice.
4. I agree to report any change in the nature of my practice which may affect my eligibility for a Limited Practice Credit to the Underwriting Department of the Company as soon as any such change occurs.
5. I understand that if I exceed the maximum number of hours in direct patient care or otherwise fail to comply with the requirements for this credit, the Company may revoke the credit and I will be required to refund the amount of the credit for any policy year for which non-compliance is found within thirty (30) days or my policy will be cancelled for non-payment of premium.* I further understand that if I lose my credit for non-compliance with the requirements, I will be ineligible for a further credit for a minimum of two (2) policy years following such revocation, and in no event will I be eligible for a further credit unless I satisfy the Company that I have complied with the requirements for the credit.

I HEREBY CERTIFY UNDER THE PAINS AND PENALTIES OF PERJURY THAT THE FOREGOING REPRESENTATIONS ARE TRUE AND THAT THEY ARE MADE BY ME IN ORDER TO RECEIVE A CREDIT ON MY OTHERWISE APPLICABLE PREMIUM FOR PROFESSIONAL LIABILITY INSURANCE COVERAGE.

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, NEW YORK, 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.

Signature of Applicant

Title

Printed Name

Date

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

Date

Printed Name of Producer