

## Emergency Medicine Services Contractors Patient Visit Rating Basis Application for Claims-Made Professional Liability Insurance

**Check one of the following:**

- New Application  
 Renewal Application (Existing MIEC Policyholder)

Policy Number: \_\_\_\_\_

- Answer all questions. Indicate N/A if not applicable
- Have Officer/Director sign and date pages 6 and 7

### IMPORTANT NOTICE

You are applying for coverage under MIEC's claims-made policy. If your application is accepted by MIEC, the insurance is limited to matters described in the policy which arise out of events described in the policy occurring on or after the retroactive date in the applicable policy declaration issued to you, AND are first reported by you to MIEC either prior to termination of this policy or within any policy period or additional reporting period applicable to you.

### FACILITY INFORMATION / REQUESTED COVERAGE / LIMITS

ANSWER 1-3

#### 1. FACILITY INFORMATION

\_\_\_\_\_  
Name of Facility/Entity

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Website Address

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Medical Director

\_\_\_\_\_  
Contact Person (if other than Administrator)

\_\_\_\_\_  
Contact Person's E-mail

#### 2. REQUESTED COVERAGE EFFECTIVE DATE

\_\_\_\_\_  
Date (mm/dd/yyyy)

I request that this insurance commence at 12:01 A.M. on the above date. I understand that all MIEC policies have an annual expiration date of February 1. In light of this, I understand that my initial policy period may be for a term of less than one year, and that my premiums will be pro-rated accordingly.

3. REQUESTED LIABILITY LIMITS

A. Check one. Limit Per Claim / Annual Aggregate

NOTE: Higher annual aggregates are available. Contact MIEC.

\$500,000 / \$1,500,000

\$2,000,000 / \$4,000,000

\$4,000,000 / \$6,000,000

\$1,000,000 / \$3,000,000

\$3,000,000 / \$5,000,000

\$5,000,000 / \$7,000,000

B. Limits of liability to apply (check one):

Separately to each location listed in question 5.

Jointly to all locations insured under the policy.

Coverage and actual effective date are subject to the approval of MIEC's Underwriting Department

OWNERSHIP / LOCATION(S) / VISITS / HOURS

4. OWNERSHIP

Please describe the ownership of the facility (in detail), i.e., sole proprietor, partnership, corporation. Provide names of owners, partners, or shareholders.

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5. LOCATION(S)

List all hospitals or other facilities where emergency services are provided. Do you wish to be covered for Premises Liability as defined in Part III of MIEC's policy? If yes, check appropriate box. Attach separate sheet if more than three (3) locations.

\_\_\_\_\_  
Name of Hospital (or other facility)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

Premises Liability:  Yes  No

\_\_\_\_\_  
Name of Hospital (or other facility)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

Premises Liability:  Yes  No

\_\_\_\_\_  
Name of Hospital (or other facility)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

Premises Liability:  Yes  No

5. LOCATION(S), cont'd.

Do you carry Comprehensive General Liability Insurance on each of the above locations?  Yes  No

If yes, please provide name(s) of the carrier(s) and limits of liability.

\_\_\_\_\_  
Name of Carrier Limits of Liability

\_\_\_\_\_  
Name of Carrier Limits of Liability

\_\_\_\_\_  
Name of Carrier Limits of Liability

\_\_\_\_\_  
Name of Carrier Limits of Liability

6. PATIENT VISITS

What is the estimated number of annual ER patient visits at each location? (Attach separate sheet if necessary.)

<u>Location</u>	<u>Estimated Number of Annual ER Patient Visits</u>
_____	_____
_____	_____
_____	_____

7. HOURS OF OPERATION

Are all facilities operated on a seven day per week, 24 hour per day basis?  Yes  No

If no, what are the hours of operation? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

8. OTHER MEDICAL SERVICES

Do you provide other medical services?  Yes  No

If yes, please provide the following:

Number of urgent care or "fast track" visits \_\_\_\_\_

Number of employment physicals \_\_\_\_\_

Number of industrial medicine visits \_\_\_\_\_

Other types of visits (please describe) \_\_\_\_\_

What means of triage are employed to physically separate patients from ER patients? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

9. PHYSICIAN PROVIDERS

List all physicians who render medical services for or on behalf of the facility, and their weekly hours worked. Each physician must complete an Employed, Subcontracting, or Volunteer Emergency Physician Application. (Attach separate list if necessary.)

<u>Name</u>	<u>Effective Date</u>	<u>Hours Per Week</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

10. NON-PHYSICIAN HEALTHCARE PROVIDERS

Do you employ any health care personnel in the following categories?

- Nurses (RN, LVN, LPN)
- Medical assistants (give injections, draw blood, etc.)
- Nurse practitioner\*
- Physician's assistant\*
- Laboratory technician
- X-ray technicians
- Other (Describe) \_\_\_\_\_

\*Attach curriculum vitae for each practitioner and attach a description of protocol of services provided.

If any of the ancillary personnel carries his/her own professional liability insurance which extends to services rendered on behalf of the facility, attach verification of the coverage, including carrier name, policy number, limits of liability, and expiration date.

11. ARBITRATION

Do you use arbitration agreements?  Yes  No If yes, attach a copy.

12. CONTRACTS

Do you have any contracts or agreements, written or oral, with any entity or agency to provide services?  Yes  No

If yes, submit a copy of each contract.

13. INSURANCE HISTORY

List all prior professional and general liability carriers which have insured the facility in the past ten (10) years. Attach a separate sheet, if necessary.

I. \_\_\_\_\_

Name of Carrier (not broker or agent)	Limits of Liability
Address of Carrier	City
Policy Effective Date	Cancellation/Expiration Dates
Policy Number	<input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence Basis
	State      Zip Code

II. \_\_\_\_\_  
 Name of Carrier (not broker or agent) Limits of Liability

\_\_\_\_\_  
 Address of Carrier City State Zip Code

\_\_\_\_\_  
 Policy Effective Date Cancellation/Expiration Dates Policy Number  Claims Made  Occurrence Basis

Please attach copy of current policy, including all endorsements.

14. INSURANCE

Has any insurance carrier ever denied, declined, canceled, refused to renew, restricted, placed a surcharge on the premium, or reduced the scope of your professional liability insurance?  Yes  No

If yes, please provide full details including dates, actions taken, and reasons. \_\_\_\_\_  
 \_\_\_\_\_

15. CLAIMS

Has the contractor entity or any health care professional rendering services on its behalf ever been notified of involvement in a general or professional liability claim, suit, or incident, resulting either directly or indirectly from the operation of the facility?  Yes  No

If yes, complete a Claims Information Form for each incident on page 8.

16. RISK MANAGEMENT

- A. Provide an outline of the risk management/loss prevention program, including what courses are taken by employed/contract physicians, whether such courses are mandatory, what existing mechanisms are maintained for periodic review of protocols, procedures, quality assurance and charting.
- B. Please provide a description of what methods are used in the hiring/credentialing process for new employee candidates.

PRIOR ACTS

17. PRIOR ACTS

Prior Acts: If your most recent coverage was a claims-made policy you may either purchase "tail" coverage from your former carrier, or you may wish to apply for "Prior Acts" coverage with MIEC. If MIEC approves you for prior acts coverage, MIEC premiums will be at the claims-made step rate based on the number of years you have been insured by your previous claims-made carrier. If you wish to apply, please contact MIEC for the special prior acts application. Coverage is provided only after review and underwriting approval by MIEC.

If prior acts is requested, we'll need the history of all locations insured to present, the number of patient visits at each location each year, and the number of full-time equivalent physicians rendering emergency medical services at each location each year.

Prior acts coverage will insure you for new claims arising from covered professional services rendered while you were insured under the previous claims-made policy but are first made against you after you become insured by MIEC, subject to the terms, conditions, exclusions and limits of liability of your MIEC policy and the Prior Acts Endorsement.

If you have purchased tail coverage from your former carrier, and do not need prior acts coverage from MIEC, please attach a copy of the tail coverage endorsement to this application.

**APPLICATION FOR CLAIMS-MADE PROFESSIONAL LIABILITY INSURANCE**

The undersigned hereby applies to MEDICAL INSURANCE EXCHANGE OF CALIFORNIA, herein called "MIEC," for professional liability insurance. Submission of this application does not bind MIEC to issue coverage.

The undersigned hereby represents that the above statements and answers are true and complete and that no information which is calculated to influence the judgment of the company in considering this application has been withheld.

*The undersigned understands that the professional liability insurance for which this application is made applies only to claims covered by the policy and first made against the insured and reported to MIEC within the policy period or any renewal or reporting period.*

The undersigned has been advised that MIEC offers limits of liability at various levels and has voluntarily elected to choose the limits option checked on this application.

The undersigned shall cooperate with MIEC in all respects in matters pertaining to this insurance and, upon request of MIEC, shall provide information, attend hearings and trials, and assist in making settlements, securing and giving evidence, obtaining the attendance of witnesses, and otherwise facilitating the conduct of any proceeding in connection with the subject matter of this insurance, including a review of the claim or lawsuit by a medical review and advisory committee or similar committee of a professional society or organization as may be selected by MIEC.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**AUTHORIZATION TO RELEASE INFORMATION**

I authorize the release to MIEC of information regarding past and pending claims and underwriting matters from my prior professional liability insurance carriers, or from my past and present medical association or society.

I further agree that the organization releasing the information, its agents, servants and employees shall not incur any liability as a result of any information released or furnished pursuant to this authorization including any errors, omissions or mistakes contained in such released information.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

Please sign and complete one form for each prior professional liability carrier.

Name of Carrier (or other organization releasing information): \_\_\_\_\_

If applicable, provide:

1. Policy Number \_\_\_\_\_

2. Expiration Date \_\_\_\_\_

Name of Carrier (or other organization releasing information): \_\_\_\_\_

If applicable, provide:

1. Policy Number \_\_\_\_\_

2. Expiration Date \_\_\_\_\_

Name of Carrier (or other organization releasing information): \_\_\_\_\_

If applicable, provide:

1. Policy Number \_\_\_\_\_

2. Expiration Date \_\_\_\_\_

SUBSCRIBER'S AGREEMENT – A LEGAL REQUIREMENT FOR INSURANCE WITH MIEC

For and in consideration of the benefits to be derived therefrom, the subscriber covenants and agrees with MEDICAL INSURANCE EXCHANGE OF CALIFORNIA, herein called "MIEC," and other subscribers thereto through their and each of their Attorney-in-Fact, MEDICAL UNDERWRITERS OF CALIFORNIA, herein called "MUC," to exchange with all other subscribers policies of insurance or reinsurance containing such terms and conditions therein as may be specified by said Attorney-in-Fact and approved by MIEC's Board of Governors or its Executive Committee for any loss insured against, and subscriber hereby designates, constitutes and appoints MUC to be Attorney-in-Fact for subscriber, granting to it power to substitute another in its place and in subscriber's name, place and stead to do all things which the subscriber or subscribers might or could do severally or jointly with reference to the operation and management of MIEC and the business of inter-insurance; subscriber further agrees that from subscriber's premiums there shall be paid to MUC as compensation for its becoming and acting as Attorney-in-Fact, such fees as may be agreed upon by said Board and MUC.

The remaining portion of the subscriber's premiums shall be applied to the payment of the losses and expenses and to the establishment of reserves and general surplus. Such reserves and surplus may be invested and reinvested by or under the supervision of a Board of Governors duly elected by and from subscribers, which Board or its Executive Committee or an agent or agency appointed by written authority of said Executive Committee shall have full powers to negotiate purchases, sales, trades, exchanges and transfers of investments, properties, titles and securities, together with full powers to execute all necessary instruments. The expenses above referred to shall include all reinsurance, taxes, government charges, allocable claims expense and attorneys' fees and legal expenses and charges, expenses of members and Board of Governors, meetings, and such other specified fees, dues and expenses as may be authorized by the Board of Governors. All other expenses incurred in connection with the conduct of MIEC and such of the above expenses as shall from time to time be agreed upon by and between MUC and the Board of Governors or its Executive Committee shall be borne by MUC.

The principal office of MIEC and its Attorney-in-Fact shall be maintained in the County of Alameda, State of California.

It is intended that by compliance with *Section 1399 and 1400 or 1401 or 1401.5 of the Insurance Code of the State of California* subscribers will have no contingent liability to assessment by reason of membership in the exchange. If because of non-compliance with said code sections a contingent liability arises, it shall not be more than an amount equal to and in addition to the amount of the premium deposit provided in the policy or the annual premium earned thereon, whichever is greater.

This instrument can be signed upon any number of counterparts with the same effect as if the signatures of all subscribers were upon and one and the same instrument; shall remain in effect as to all policies or insurance hereafter issued and accepted by subscriber; and shall be binding upon the parties thereto, severally and ratably as provided in policies issued. Wherever the word "subscriber" is used the same shall mean members of MIEC, the subscriber thereto, and all other subscribers to this and any other like agreements.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**CLAIM INFORMATION FORM**

None [Please be sure to check here if no claims]

1. Name of Patient/Claimant \_\_\_\_\_ Gender \_\_\_\_\_ Age \_\_\_\_\_

2. Condition and diagnosis of patient prior to treatment and/or surgery:  
\_\_\_\_\_  
\_\_\_\_\_

3. Date(s) and type of treatment and/or surgery rendered by you. Indicate which health care professional(s) rendered these services.  
\_\_\_\_\_  
\_\_\_\_\_

4. Condition of patient subsequent to treatment and/or surgery by you:  
\_\_\_\_\_  
\_\_\_\_\_

5. Nature of allegation:  
\_\_\_\_\_

6. Was a suit ever filed against you?  Yes  No  
If yes, was it served?  Yes  No  
When? \_\_\_\_\_

7. Names of other doctors and hospital, if any, involved:  
\_\_\_\_\_  
\_\_\_\_\_

8. Disposition or current status. If settled or tried to plaintiff verdict, give amounts and dates:  
\_\_\_\_\_  
\_\_\_\_\_

9. Disposition or current status of claim or suit (be specific). If settled or tried to plaintiff verdict, give amounts and dates of settlement or verdict.  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Name of Insurance Carrier Defending You

\_\_\_\_\_  
Name of Attorney Defending You


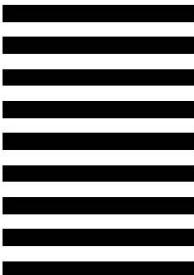

PLEASE COMPLETE A CLAIM INFORMATION FORM FOR EACH PROFESSIONAL LIABILITY CLAIM, SUIT, INCIDENT OR ARBITRATION PROCEEDING, PAST OR PENDING, IN WHICH YOU HAVE BEEN INVOLVED DIRECTLY OR INDIRECTLY.

MAKE ADDITIONAL COPIES AS NEEDED.

You can send in your application by:

1. Mail – [Print PRE-PAID Mailing Label]
2. Fax – (510) 654-4634
3. E-mail – [underwriting@miec.com](mailto:underwriting@miec.com)

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(DETACH ALONG DOTTED LINE)

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