6250 Claremont Avenue • Oakland, California 94618-1324 • Phone: 510-428-9411 • Toll Free: 800-227-4527 • Fax: 510-654-4634 • www.miec.com

MIEC Acupuncturist Application for Claims-Made Professional Liability Insurance

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.

PERSONAL INFORMATION / REQUESTED COVERAGE / LIMITS / MEMBERSHIP **ANSWER 1-4**

1. PERSONAL INFORMATION

First Name ______ MI ______ Last Name ______ ☐ Male ☐ Female

Date of Birth (mm/dd/yyyy) ______ Place of Birth City ______ State ______ Country ______

Home Address ______ City ______ State ______ Zip Code ______

Home Telephone Number ______ Alternate Telephone Number ______

Principal Office Address ______ City ______ State ______ Zip Code ______

Office Telephone Number ______ Office Fax Number ______

E-mail Address ______ Website Address or ☐ N/A ______

Preferred Mailing Address ☐ Home ☐ Office

If you wish to be covered for professional premises liability at your principal office address under Part III of MIEC's policy, please indicate below. There is no additional premium charged for this coverage, but it will be provided only if you request it. Not available for home offices. ☐ Yes ☐ No

2. REQUESTED COVERAGE EFFECTIVE DATE

Date (mm/dd/yyyy) ______

I request that this insurance commences 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.

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

3. REQUESTED LIABILITY LIMITS

Check one: Limit Per Claim / Annual Aggregate: ☐ $500,000/$1,500,000 ☐ $1,000,000/$3,000,000

PERSONAL INFORMATION / REQUESTED COVERAGE / LIMITS / MEMBERSHIP, cont'd. — ANSWER 1-4

4. MEMBERSHIP INFORMATION

Applicant is a member of ______________________________

Membership in one of your state's specialty associations is recommended – **attach a copy of your membership card**.

TRAINING AND LICENSE INFORMATION — ANSWER 5-6

5. TRAINING/CONTINUING EDUCATION

School Attended	City	State	From	To
Other Training (acupuncture/undergraduate/graduate)	City	State	From	To

How many hours of Continuing Education Units have you taken in each of the last two years? __________ (last year) __________ (2 years prior)

6. LICENSES

Acupuncture License Number ________ Effective Date ________ State ________ Is it current? ☐ Yes ☐ No

Acupuncture License Number ________ Effective Date ________ State ________ Is it current? ☐ Yes ☐ No

Professional designation ☐ L.Ac. ☐ MD/DO ☐ Diplomat of Acupuncture ☐ Doctor of Oriental Medicine ☐ Ph.D ☐ Other Explain: ______________________________

PRACTICE INFORMATION — ANSWER 7

7. TYPE OF PRACTICE

☐ Solo Practice ☐ Partnership ☐ Corporation – ______________________________

☐ Employed Acupuncturist - Employer ______________________________

Do you practice under a DBA or fictitious name? ☐ Yes ☐ No

If yes, DBA name ______________________________

Are you the sole provider under this name? ☐ Yes ☐ No

Do you advertise your practice? ☐ Yes ☐ No If yes, please attach a copy including flyers, handouts, etc.

Year you began your practice of acupuncture __________

Describe previous practice (Name of employer, practice) ______________________________ ________ From ________ To

INSURANCE HISTORY — ANSWER 8

8. INSURANCE HISTORY

List all professional liability carriers (including current) who have insured you.

Name of Carrier	Policy Number	Expiration Date

Please attach a current Certificate of Insurance to this application.

If policy is claims-made, have you or do you intend to purchase "tail" coverage? ☐ Yes ☐ No

If your recent coverage was a claims-made policy, you **MUST** either purchase "tail" coverage from your former carrier or apply for "prior acts" coverage. If you purchased tail coverage from your former carrier, send a copy of the endorsement. If you wish to be covered for "prior acts," send a copy of the current policy declarations.

SCOPE OF PRACTICE — ANSWER 9-13

9. PROCEDURES

a. Do you limit your practice to acupuncture as defined in your state's Business and Professions Code? ☐ Yes ☐ No

If no, describe: ______________________

b. Do you or your employee(s) use disposable needles? ☐ Yes ☐ No

If no, please confirm that you use non-disposable needles in compliance with the statutes regarding reuse and sterilization of acupuncture needles. Attach a copy of CNT (Clean Needle Technique) certificate.

c. Do you or your employee(s) perform any procedures involving direct moxibustion?* ☐ Yes ☐ No

d. Do you or your employee(s) perform acupuncture as anesthesia for the purpose of performing surgical procedures?* ☐ Yes ☐ No

e. Do you or your employee(s) perform acupuncture during labor and delivery?* ☐ Yes ☐ No

*These procedures are excluded under the MIEC policy. Any exceptions to these excluded procedures must be submitted to MIEC for approval.

10. CLAIMS

Have you or your employee(s) ever been involved in a malpractice claim, suit or arbitration proceeding, or have you or your employees reported any incidents which resulted in a claim to a former carrier? ☐ Yes ☐ No

If yes, you must complete a claim information form for each (on page 5).

11. GOVERNMENTAL ACTION

a. Have you or your employee(s) ever been investigated as the subject of, charged with, or convicted of a misdemeanor or felony? ☐ Yes ☐ No

b. Have you or your employee(s) ever entered a "no contest" plea to a crime, other than a traffic violation? ☐ Yes ☐ No

c. Have you or your employee(s) ever been investigated by any state or federal regulatory body? ☐ Yes ☐ No

d. Has any governmental agency ever suspended, revoked, restricted, placed you/your employee(s) on probation, or taken any other action against your license or your employee's license? ☐ Yes ☐ No

12. HEALTH

a. Have you or your employee(s) ever been diagnosed as having or been treated for alcoholism or narcotics addiction? ☐ Yes ☐ No

b. Are you or your employee(s) being treated for any medical condition, disease, or illness that affects your ability to provide care or treatment? ☐ Yes ☐ No

13. INSURANCE

a. Has any professional liability insurance carrier ever declined, canceled, refused to renew, restricted, or surcharged you or your employee(s)? ☐ Yes ☐ No

IF YOU ANSWERED YES TO QUESTIONS 9C -13, PLEASE PROVIDE DETAILS ON YOUR LETTERHEAD or in the Additional Comments section below.

How did you hear about MIEC (check those that apply)

☐ MIEC Loss Prevention Seminar
☐ Acupuncture association
☐ Alumni mailing from Acupuncture College and MIEC
☐ Colleague referral
☐ MIEC website
☐ Annual meeting
☐ Other:____

ADDITIONAL COMMENTS

CLAIM INFORMATION FORM

Last Name of Patient/Claimant ______ Gender ______ Age ______

1. Condition and diagnosis of patient prior to treatment:

2. Date(s) and type of treatment rendered by you:

3. Condition of patient subsequent to treatment by you:

4. Nature of allegation:

5. Was a suit ever filed against you? ☐ Yes ☐ No

   If yes, was it served? ☐ Yes ☐ No

   When? ______

6. Names of other practitioners, if any, involved:

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

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.

SUPPLEMENTARY APPLICATION: PRIOR ACTS "NOSE" COVERAGE

****Complete ONLY if applying for Prior Acts coverage****

1. Prior professional liability coverage was provided by the following claims-made policies and each remained in full force and effect for its entire term:

Company	Policy #	Policy Period From / To	Retroactive Date	Per Claim Limit	Aggregate Limit	Premises Coverage YES	NO

2. **Attach a complete copy of your previous policy or policies, including declarations and all endorsements.**
3. Have you reported any claims, suits or incidents to the companies listed in Question 1? ☐ Yes ☐ No

   If yes, complete a claim information form for each (page 4). Please include acknowledgment that your prior carrier is defending you for all such known claims. *MIEC will not provide any coverage for previously known claims or suits.*
4. Has there been any incident, notification from a patient or patient's attorney, oral or written threat of legal action, subpoena, summons & complaint or any other indication that leads you to believe a malpractice claim or suit will be lodged against you arising from professional services rendered while you were insured with your prior carrier during the period shown under Question 1? ☐ Yes ☐ No

   If yes, provide full details on your letterhead and report all such incidents to your prior carrier immediately.
5. Have you been classified and rated in the same classification for the entire duration of your coverage with your prior carrier? If no, please explain and describe any practice changes during the above policy periods on your letterhead. ☐ Yes ☐ No

The undersigned represents that all statements and answers in this application 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.

IMPORTANT: *Please send a copy of current policy declarations.*

Signature ______________________ Date ______________

APPLICATION FOR CLAIMS-MADE 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 all statements and answers in this application 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 limits on page 1.

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

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

____

Print Name

☛ IMPORTANT ☛

THE FOLLOWING SECTIONS PROVIDE IMPORTANT INFORMATION RELATING TO VARIOUS ASPECTS OF THE INSURANCE YOU ARE APPLYING FOR.

"CLAIMS-MADE" COVERAGE EXPLANATION

MIEC issues a "claims-made" policy, which insures against claims and suits arising from covered health care services rendered to patients during the time the MIEC policy is in effect, so long as an MIEC policy or a renewal of it is also in effect at the time a claim or suit is first reported to MIEC. If the policy is canceled, not renewed, or terminated for any reason, the insured named in the policy Declaration has a contractual right to purchase Reporting Endorsements ("tail" coverage). If purchased, these Reporting Endorsements will cover claims first made after the date of cancellation, termination or non-renewal provided they arise from covered incidents which occurred while the MIEC policy was in effect.

Under a policy issued by MIEC to an individual doctor, a Reporting Endorsement ("tail" coverage) is provided at no cost in the event of the insured doctor's death or permanent disability. A doctor who has been insured five years or more by MIEC and then retires from private practice at age 55 or more, will also receive "tail" coverage at no additional premium.

First-year claims-made premiums are discounted because only about one-third of claims ultimately attributable to first year incidents will actually be reported to MIEC during the first year. The rest of first year's incidents will be reported as claims during subsequent years. Second, third, fourth and fifth year claims-made premiums increase to reflect this delayed pattern of claims reporting.

Actual premiums charged in future years will vary with inflation, MIEC's claims experience, changes in the legal climate and many other factors that affect professional liability insurance rates. Premiums are based on conservative actuarial recommendations.

Policy provisions which describe the coverage are stated in the policy itself. This explanation does not replace, alter or supersede any of these policy provisions.

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 ______________________ Print Name ______________________ Date ____________

Address ______________________ City ______________ State ________ Zip ________