

APPLICATION FOR ADDITIONAL INSURED EMPLOYED OPTOMETRIST



OPHTHALMIC MUTUAL
INSURANCE COMPANY
(A Risk Retention Group)

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San Francisco CA 94109-1336

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The policy to which this application applies is issued by Ophthalmic Mutual Insurance Company (A Risk Retention Group). Risk retention groups may not be subject to all of the insurance laws and regulations of your state. State insurance insolvency guaranty funds are not available for risk retention groups.

No coverage exists until Declarations listing you as an insured are issued.

Please PRINT or TYPE your answers and personally sign and date the warranty and disclosure form. Signature stamps are not acceptable.

Please answer all questions COMPLETELY, including any additional comments or attachments required, since incomplete information may delay processing. If a question does not apply, use N/A.

1 Name: _____, O.D.
First Middle Last

2 Date of Birth: _____

3 Optometry School Attended: _____

City/State: _____ From: _____ To: _____
Month/Year Month/Year

4 License Number: _____ State: _____

5 Employer: _____

Mailing Address: _____

City State County Zip code

Business Phone: _____ Email Address: _____

6 Effective Date of Employment: _____

7 A. How many hours per week do you work for the above? _____

B. Are you employed or otherwise practice elsewhere? Yes No

C. If yes, name of other employer/practice: _____

If approved, coverage will apply solely to professional services rendered within the scope of your training, licensure, and employment by the insured ophthalmologist or professional entity listed in question 5 above. You must maintain separate coverage for any professional services rendered outside of this employment.

Questions 8–13 pertain to your practice for the employer listed in question 5 above.

8 Do you practice in the same office as your employing ophthalmologist? Yes No

9 Please list the counties and states in which you practice:

County	State	Number of Locations
_____	_____	_____
_____	_____	_____
_____	_____	_____

10 How many patients do you encounter on an average day of practice? _____

11 Are you DPA TPA certified in your state?

12 Do you take call? (check all that apply)

No For my employer's practice For a call group For the ER

Optometrists who take call must follow written protocols and must have appropriate backup. An ophthalmologist must always be available within a reasonable response time to take patient referrals in the event a situation that exceeds the optometrist's scope of expertise or legal scope of practice arises. Initial here to confirm your compliance with this requirement: _____ n/a—do not take call

13 Which of the following therapeutic procedures do you perform?

laser surgery lid surgery intraocular injections other (*specify*): _____

Treatment of: glaucoma corneal ulcers iritis

If you answer "yes" to any of questions 14 through 20 below, please provide complete details.

14 Has any professional liability insurer ever canceled, declined coverage, refused renewal, or renewed your coverage under restrictive conditions? Yes No

If yes, please attach copies of all correspondence between you and the carrier concerning this action.

15 Are you now or have you ever been addicted to alcohol, dependent upon narcotics or other chemicals, or been affected by mental illness or treated for any such condition? Yes No

16 Do you have **any** medical condition which might impair your ability to practice optometry? Yes No

17 Have you ever been convicted of, or plead guilty or no contest to, a felony or misdemeanor, including driving under the influence (DUI) or driving while intoxicated (DWI), other than minor traffic offenses? Yes No

18 Has **any** investigation, revocation, suspension, restriction, denial, other disciplinary action, or change in status ever occurred with respect to your license to practice? Yes No

19 Has a fee complaint or professional conduct complaint ever been registered against you with your state board of optometry or other regulatory agency? Yes No

20 Have **any** professional liability claims or suits **ever** been brought against you (*regardless of merit*)? Yes No

21 List the names of all professional liability insurance carriers that have insured you during the past five years and the dates of such coverage.

A. Carrier: _____ From: _____ To: _____

Mailing Address: _____

B. Carrier: _____ From: _____ To: _____

Mailing Address: _____

Note: If your coverage is currently claims-made, you may need to purchase an extended reporting endorsement from your present carrier. Prior acts coverage is generally not available from OMIC.

23 What is your requested effective date of coverage with OMIC? _____

24 Limits of liability will be shared with the employing ophthalmologist/entity unless otherwise specified. Do you desire separate limits of liability? Yes No

HIPAA DISCLOSURE

Under the HIPAA Privacy Regulations, you may disclose protected health information (PHI) without patient authorization to medical professional liability insurers in order to obtain or maintain insurance coverage. OMIC will (1) maintain the confidentiality of PHI you provide to us, (2) use it only for the purposes for which it was disclosed, and (3) notify you of any breach of confidentiality of PHI. If OMIC insures you, OMIC will become your business associate and will safeguard PHI in accordance with OMIC's Business Associate Agreement.

ARBITRATION CLAUSE

The OMIC professional and limited office premises liability policy contains an Arbitration Clause. By accepting the policy coverage, you will be bound by the terms of the Arbitration Clause. This Clause states that any dispute you have with OMIC arising out of the policy must be submitted exclusively to final and binding arbitration. Under the Clause, you agree not to proceed against OMIC in state or federal court and specifically acknowledge waiving your right to a jury trial. Any arbitration award rendered will be final and not subject to appeal. Arbitration will take place in any jurisdiction that is convenient to you and agreed to by the parties. Each party pays its own arbitration costs and the fees of its selected arbitrator and they share equally in the fees of the neutral arbitrator and any other arbitration costs. You must keep confidential the nature of the arbitration proceeding and the award.

WARRANTY, ACCEPTANCE OF POLICY TERMS, AND RELEASE

I understand that for purposes of insurance coverage all statements contained in this application are considered material to the issuance of coverage. I warrant that the information furnished as a part of this application is true to the best of my knowledge and is furnished in good faith and that no material information has been withheld. I agree to update this application while it is pending should there be any change in the information provided, and to update such information if and after OMIC extends insurance coverage. I understand that failure to comply with the above may result in a declination or termination of coverage or denial of coverage for a claim. I understand that this application and any other document(s) submitted to OMIC for insurance coverage, together with the policy, the Declarations, and any endorsements, will constitute the contract of insurance between OMIC and me. I consent to the communication of summary information between the claims and underwriting departments for periodic underwriting review. I understand that coverage does not become effective until this application is approved, the required premium for this insurance has been paid, and Declarations listing me as an insured are issued.

I consent to the communication of information and documents between OMIC and other insurance companies, hospitals, teaching institutions, professional associations, licensing agencies, and other persons who may have information pertaining to this application, my qualifications for insurance, or claims under review. I release from liability, to the fullest extent allowed by law, OMIC and its agents and representatives and all individuals and organizations who provide information and documents to OMIC for their acts performed in connection with evaluating my application, my qualifications for insurance, and claims under review.

Applicant's Signature (Please do not use signature stamp.)

Date

Print Name

DISCLOSURE FORM: CLAIMS MADE AND REPORTED POLICY

IMPORTANT NOTICE TO INSUREDS

THIS DISCLOSURE FORM IS NOT YOUR POLICY. IT MERELY DESCRIBES SOME OF THE MAJOR FEATURES OF OMIC'S CLAIMS MADE AND REPORTED POLICY. READ YOUR POLICY CAREFULLY TO DETERMINE YOUR RIGHTS AND DUTIES AND WHAT IS AND IS NOT COVERED. ONLY THE PROVISIONS OF YOUR POLICY DETERMINE THE SCOPE OF YOUR INSURANCE PROTECTION.

Your policy is a claims made and reported policy. It applies only to claims made against you and reported to OMIC after the inception date and within five days after the end of the policy period arising from professional services incidents that occur on or after the policy retroactive date. Upon termination of your policy, an extended reporting period may be available.

OCURRENCE VS. CLAIMS MADE AND REPORTED

“Occurrence” and “claims made and reported” policies generally cover the same kinds of professional services incidents. However, claims for damages may be assigned to different policy periods depending on which policy you have.

In an “occurrence” policy, coverage is provided for liability because of professional services incidents that *occur during the policy period, no matter when the claim is made*.

In your “claims made and reported” policy, coverage is provided for liability because of professional services incidents *if the claim is first made against you and reported to OMIC during the policy period or within five days after the end of the policy period*. The claim must be a written notice or demand that you have received arising from an act, error, or omission in the provision of services. A claim is considered made when it is received by you and reported when it is received by us. A claim may be assigned to an earlier policy period if, for example, another claim based on the same professional services incident has already been made during the earlier policy period.

PRINCIPAL BENEFITS, CONDITIONS, EXCLUSIONS, AND RESTRICTIONS

The policy provides coverage for professional and limited office premises liability up to the maximum dollar limit specified in the policy and the policy Declarations. The principal benefits and coverages are explained in detail in your claims made and reported policy. The policy also contains certain conditions, exclusions, and restrictions. Please read your policy carefully and consult your attorney, insurance advisor, or risk management consultant for any questions you might have.

RENEWALS, RETROACTIVE DATES, AND EXTENDED REPORTING PERIODS

Your claims made and reported policy has some unique features relating to renewal, coverage of incidents with long periods of exposure, and extended reporting periods. These special provisions are described below.

Renewal

Your premium may increase or decrease upon renewal. You will receive notification in accordance with the terms of your policy.

Retroactive Date

When you have a retroactive date entered on the Declarations page, there is no coverage for professional services incidents that occur before the retroactive date, even if the claim is first made and reported during the policy period. If there is no retroactive date entered on the Declarations page, the policy will respond to claims first made during the policy period or within five days after the end of the policy period for covered professional services incident, no matter when the incident occurred.

If there is a retroactive date, it cannot be moved ahead in time except with your written consent and only under certain circumstances, including the following: you have changed insurers; there is a substantial change in your operations that increases your exposure to loss; or you have failed to provide us with information about the nature of your business or premises. It is important to understand how the claims made and reported policy's extended reporting period guarantees continuity of coverage if you are offered a renewal or replacement policy with a later retroactive date than the one in your current policy.

Extended Reporting Periods or “Tails”

If a claim is made and reported more than five days after the termination of your claims made and reported policy, you may not have coverage for that claim. Insured ophthalmologists, slots, and professional entity Policyholders may purchase an extended reporting period or “tail” endorsement, which will be offered with at least the aggregate limit of the Insured's terminated policy and will allow reporting for at least one year after the end of the policy. Carefully review the policy provisions regarding the available extended reporting period and the time during which you must purchase or accept any offered extended reporting period endorsement.

If the coverage under this policy of any Insured non-physician employee or locum tenens terminates, he or she will continue to be covered for claims based on incidents that occurred while the employee or locum tenens was employed by the Insured ophthalmologist or professional entity, even if the claim is not reported until after the employee or locum tenens is no longer employed, so long as the claim is first made and reported to OMIC within the policy period or extended reporting period applicable to the employer Insured. Limits of liability for the claim will be shared with the employer Insured.

If the coverage under this policy of any Insured professional entity that shares limits with another Insured terminates by reason of the dissolution or other termination of activity of the professional entity, the professional entity will continue to be covered for claims based on incidents that occurred while such professional entity was active, even if any such claim is not reported until after the professional entity ceases activity, so long as the claim is first made and reported to OMIC within the policy period or extended reporting period applicable to the Insured with which the professional entity shares limits.

Applicant's Signature (Please do not use signature stamp.)

Date

Print Name