



Texas Medical Liability Insurance Underwriting Association (JUA)

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512-452-4370 www.tmluia.com

APPLICATION FOR RETIRED VOLUNTEER PHYSICIANS MEDICAL PROFESSIONAL LIABILITY LEGAL DEFENSE COVERAGE POLICY

THE POLICY PROVIDES COVERAGE FOR LEGAL DEFENSE COSTS ONLY NO INDEMNITY COVERAGE

To the above designated Association:

As a retired licensed physician entitled in good faith to medical professional liability legal defense coverage in Texas, the undersigned hereby makes application for such insurance in accordance with the provisions of Chapter 2203 of the Insurance Code of Texas, as amended, and the Plan of Operation of the Texas Medical Liability Insurance Underwriting Association ("ASSOCIATION") created in such Article. **THE UNDERSIGNED RECOGNIZES AND AGREES THAT IF HE OR SHE IS ISSUED A POLICY FOR LEGAL DEFENSE COVERAGE DUE TO MEDICAL (PROFESSIONAL) LIABILITY CLAIMS OR SUITS PURSUANT TO THIS APPLICATION, HE OR SHE MAY BE ASSESSED IN AN AMOUNT NOT TO EXCEED ONE HUNDRED PERCENT (100%) OF THE PREMIUM PAID FOR THIS POLICY, AND THAT IF HE OR SHE SHOULD FAIL TO PAY SUCH ASSESSMENT WHEN LEVIED AGAINST HIM OR HER, THAT THIS POLICY AND ANY OTHER POLICY INSURING THE UNDERSIGNED WHICH IS WRITTEN THROUGH THE ASSOCIATION MAY BE CANCELLED, AND THE UNEARNED PREMIUM OTHERWISE REFUNDABLE ON SUCH POLICY (OR POLICIES) MAY BE OFFSET BY THE ASSOCIATION AGAINST THE AMOUNT OF SUCH UNPAID ASSESSMENT.**

- Coverage is offered only on an occurrence policy with limits of \$100,000 per occurrence / \$300,000 annual aggregate.
- Coverage applies only to the individual physician named, not to any partnership or association or other institution.
- Coverage applies only to incidents that occur when the physician is a retired physician licensed by the Texas Medical Board whose only practice is the provision of voluntary charity care and is providing medical services for or on behalf of a charitable organization and who does not receive compensation in excess of reimbursement of expenses incurred.
- If this policy is cancelled a minimum premium of \$250.00 will be retained, regardless of the number of days the coverage was in force.

1. The insurance herewith applied for must show CURRENT rejections by two authorized insurance companies licensed and engaged in writing in Texas the same coverage being applied for. The below applicant must show inability to obtain substantially equivalent coverage and rates from two authorized insurers. These mandatory rejections are required to be evidenced only by copies of valid notifications provided from authorized insurers. This requirement applies to every application, whether applying for new or renewal coverage. **THIS IS A MANDATORY REQUIREMENT. QUOTES CANNOT BE PROVIDED AND COVERAGE CANNOT BE BOUND WITHOUT COPIES OF MANDATORY WRITTEN REJECTIONS.**

Name of Rejecting Carriers: (1) _____ (2) _____
Date of Rejections: (1) _____ (2) _____

2. a. Applicant's Full Name : _____ Date of Birth _____

b. Mailing Address: _____ Street _____ City _____ County _____ State _____ Zip _____

3. Future Effective Date Desired: _____

4. My Medical Professional Specialty is: _____

5. Are you licensed, registered or certified to practice your profession in the State of Texas? Yes No

Medical License number _____

6. Name and Location of Charitable Organization(s) where you will be volunteering services:

7. Has any claim or suit for any alleged malpractice been brought against you within the past eight years resulting in an indemnity payment? Yes No

If yes, provide a loss run of each such claim or suit must be submitted including date of occurrence, date reported and the indemnity payment amount.

8. Minimum Deposit Required: Payment of the Minimum Deposit must be made by Cashier's Check, Bank Draft, or Postal Money Order payable to the Texas Medical Liability Insurance Underwriting Association and must accompany this application on or before the requested future effective date. If two or more classifications apply, the deposit premium for the highest rated shall be submitted. It is agreed that the remainder of the annual premium and policyholder's stabilization reserve fund charge will be paid within (20) days after receipt of the Association's billing. Failure to make this payment within such period of time will result in cancellation of any policy (or policies) bound or issued pursuant to this application. Coverage will not be bound by the Association prior to the receipt of the minimum deposit. For renewal of a JUA expiring policy the full estimated renewal premium plus the Policyholders Stabilization Reserve Fund Charge (if any) quoted must be submitted with the application.

THIS APPLICATION AND RELEASE MUST BE SIGNED BY THE APPLICANT

The foregoing statements are made by applicant as material representations of fact for the purpose of showing that he/she is in good faith entitled to insurance as a rejected risk and securing approval of this application, and such statements are true and correct.

- a. To comply with all reasonable rules and recommendations for the prevention of injuries, which may include participation in an On-site Practice Review by a Risk Management/Loss Control Services Professional.
- b. To promptly furnish the Texas Medical Liability Insurance Underwriting Association a Report of Injury.
- c. To furnish all other forms and information required by the terms of the policy.
- d. To maintain adequate records in order that an accurate audit may be made by the Association.
- e. I understand that the Association may designate an Insurance Company to issue and service the policy on behalf of the Association. The undersigned agrees to comply with all reasonable rules of the Servicing Company for the prevention of injuries, to furnish the servicing Company promptly with any Report of Injury, to furnish all other forms and information required by the terms of the policy, and to maintain adequate records in order that an accurate audit may be made by the Servicing Carrier.
- f. To pay as due all monies for premium or claim related charges under such policy, including the stabilization reserve fund charge, to the Association by the required date. In the event of default on payment of any premium or claim related charges under such policy, including the stabilization reserve fund charge owed to the Association, coverage cannot be bound or policy can be canceled. It is further agreed that there are no unpaid premiums or charges due this Association from prior insurance of the type applied for.
- g. The information provided in this application is for Underwriting purposes only and does not constitute notice to the Texas Medical Liability Insurance Underwriting Association under any policy of a claim or potential claim.
- h. I understand that insurance is subject to review and approval. I understand that no insurance will be afforded until this application is accepted by the Texas Medical Liability Insurance Underwriting Association (JUA).
- i. No insurance coverage will be considered bound until applicant has received a Binder executed by the Executive Director of the Association and such insurance shall become effective from the date and time specified by the Association's Executive Director.
- j. The applicant authorizes and consents to investigations in respect of material information bearing upon reputation and fitness to engage in the activities embraced by the applicant's license, including authorization to every person or entity, public or private, to release to the Association any documents, records or other information bearing upon the foregoing.
- k. The undersigned further agrees that the Producer of Record herein shown acts solely as the agent of the undersigned and is not an agent of or for the Texas Medical Liability Insurance Underwriting Association also known as the JUA.
- l. It is understood that the underwriting data on this risk may be made available to all Member Companies of the Association.
- m. Policyholder's Stabilization Reserve Fund Charge will be collected, when approved by the JUA Board of Directors.
- n. The undersigned recognizes and agrees that if a policy of medical professional liability insurance pursuant to this application is issued, the undersigned may be assessed in an amount not to exceed 100% of the premium paid for this policy, and that if the undersigned should fail to pay such assessment when levied against it, that this policy and any other policy insuring the undersigned which is written through the Association may be cancelled, and the unearned premium otherwise refundable on such policy (or policies) may be offset by the Association against the amount of such unpaid assessment. The undersigned further recognizes and agrees that such insurance as is applied for herewith is subject to such rates, premium modifications and policyholder's stabilization reserve fund charges as may hereafter be approved by the Texas Department of Insurance.

I authorize and consent to investigations in respect of material information bearing upon moral character, professional reputation and fitness to engage in the activities embraced by my license or authority to practice my profession, including authorization to every person or entity, public or private, to release to the Association any documents, records or other information bearing upon the foregoing.

Date # PROFESSIONAL LICENSE NUMBER Signature of Applicant

Telephone Number Fax Number Print Name

STATE OF TEXAS GENERAL LINE - PROPERTY AND CASUALTY LICENSED AGENT KNOWN AS PRODUCER OF RECORD

As Producer of Record, I certify that the information relating to rating and classifications as shown and all other answers and data given above, are true and correct to the best of my knowledge and belief and that I am a licensed Texas Insurance Agent.

Texas Insurance Agency License Number

Print Name of Producer of Record

Producer's Federal Income Tax Identification Number

Street Address

Telephone Number

Fax Number

City State Zip

Signature of Producer of Record

Name of agency contact person: _____
Print name

Email Address