

**PROFESSIONAL LIABILITY INSURANCE APPLICATION
EMPLOYED INDIVIDUALS AND STUDENTS**

Broker ID# _____ (internal use only)

Underwritten by Liberty Insurance Underwriters Inc.

How to apply:

1. Complete application below.
2. Note the premium below for the policy you selected. All premiums are annual.
3. Return your completed application, along with your annual premium, to the address provided.

All coverages elected must be under the same policy limits.

PLEASE CONTACT THE PROGRAM ADMINISTRATOR AT THE TOLL FREE NUMBER PROVIDED SHOULD YOU HAVE ANY QUESTIONS REGARDING THE LIMITS AND/OR OPTIONAL COVERAGES REFLECTED.

Coverage is effective the date your application is approved and payment is received.

Please allow three to four weeks for delivery of your certificate.

Please print all information.

Visit www.proliability.com for more information and to view available professions for applying online.

RESIDENTS OF FLORIDA, ILLINOIS, LOUISIANA, MASSACHUSETTS, NEW HAMPSHIRE, NEW JERSEY, NEW YORK AND WEST VIRGINIA DO NOT COMPLETE THIS APPLICATION. PLEASE CONTACT ADMINISTRATOR FOR APPROPRIATE APPLICATION.

1. APPLICANT INFORMATION (All applicants must complete. Please print all information.)

FIRST NAME INITIAL LAST NAME

PHYSICAL STREET ADDRESS (MUST COMPLETE) CITY STATE ZIP

MAILING ADDRESS (IF DIFFERENT THAN ABOVE) CITY STATE ZIP

BUSINESS PHONE# FAX # HOME PHONE #

E-MAIL ADDRESS

Students please complete:

NAME OF SCHOOL MONTH AND YEAR OF GRADUATION

CITY STATE

I verify I am a current member of the ADA: _____ (Please initial)

My ADA membership number is: _____

2. DEFINITIONS

Employed means you receive a W-2 and are not an owner of the legal entity that issues your W-2. Individual Employed coverage is not available if you have employees or independent contractors working on your behalf.

Self-Employed is a professional who functions full or part-time as an independent agent with private patients, or as the owner of a business, paid on a fee-for-service basis. If self-employed call the administrator for the correct application.

3. EMPLOYED INDIVIDUALS AND STUDENTS

ANNUAL LIMITS AND PREMIUMS

\$2,000,000 per incident/occurrence	\$1,000,000 per incident/occurrence
\$5,000,000 annual aggregate	\$5,000,000 annual aggregate

Professional Designation

- | | | |
|---|-------------------------------|-------------------------------|
| <input type="checkbox"/> Employed Dietitian | <input type="checkbox"/> \$87 | <input type="checkbox"/> \$71 |
| <input type="checkbox"/> Employed Dietetic Technician | <input type="checkbox"/> \$87 | <input type="checkbox"/> \$71 |
| <input type="checkbox"/> First Year Graduate Employed Dietitian | <input type="checkbox"/> \$44 | <input type="checkbox"/> \$36 |
| Graduation Date: _____ | | |
| Month and Year | | |
| <input type="checkbox"/> First Year Graduate Employed Dietetic Technician | <input type="checkbox"/> \$44 | <input type="checkbox"/> \$36 |
| Graduation Date: _____ | | |
| Month and Year | | |
| <input type="checkbox"/> Student Dietitian | <input type="checkbox"/> \$24 | <input type="checkbox"/> \$20 |
| <input type="checkbox"/> Student Dietetic Technician | <input type="checkbox"/> \$24 | <input type="checkbox"/> \$20 |

TOTAL PREMIUM DUE* \$ _____

**Kentucky Residents: Due to state taxes and surcharges, please do not submit premium at this time. You will receive a quote from our underwriting department once your application is received and reviewed.*

4. UNDERWRITING DATA FOR EMPLOYED APPLICANTS ONLY (Required - please answer all questions to avoid underwriting delays.) All employed applicants must complete questions 1-2. (Attach an explanation for all "YES" responses on a separate sheet of letterhead.)

1. Have you or any of your employees ever had the following: revoked, suspended, refused, denied renewal, placed on probation, cancelled or voluntarily surrendered by you or any of your employees is such an action pending? (If Yes, explain on a separate sheet of paper, please include dates and details.)

State License or Certification YES NO

Malpractice Insurance** YES NO

**** Notice to Missouri Residents: This question does not apply.**

2. Has any claim or suit ever been brought against you or any of your employees or are you or any of your employees aware of any incident that might reasonably lead to a claim or suit? (If Yes, explain on a separate sheet of paper, please include dates, allegations and amounts.) YES NO

I understand that I am not covered by this insurance for rendering or failure to render any professional services as a physician, surgeon, dentist, nurse midwife, nurse anesthetist, perfusionist, cytotechnologist, chiropractor, podiatrist, osteopath, or psychiatrist. I understand that these professional occupations are excluded from coverage. I understand that this insurance will not apply to any partner, principal or owner of a residential/overnight facility. The insurance described herein is subject to the terms, conditions and exclusions of the insurance policy. The insurance is excess when other insurance applies to a loss.

In order to enhance the stability of this professional liability insurance program, coverage has been organized through a purchasing group, pursuant to legislation, known as the Federal Liability Risk Retention Act of 1986, enacted by Congress. Coverage is provided to the purchasing group by Liberty Insurance Underwriters Inc. Once the completed application has been approved and the premium has been received, you will automatically become a member of the Health Care Professions Purchasing Group Association, located and domiciled in Illinois and obtain the insurance coverage afforded through the Group Policy on an annual term.

This application is subject to the underwriter's approval. Your completion of this application and premium payment does not bind coverage or obligate the insurance company to issue you insurance coverage. Coverage will become effective following the receipt of your acceptable application and premium payment. Your application cannot be processed unless it is completed in its entirety. The application is subject to the company's underwriting rules.

BE SURE TO COMPLETE ALL PAGES AND SIGN LAST PAGE ➡

Illinois Only - Illinois Medical Professional Liability Law PA94-677

Illinois Medical Professional Liability Law PA94-677, Senate Bill 475, requires insurers to implement a quarterly premium payment installment plan as prescribed by the Secretary of the Illinois Department of Financial and Professional Regulation (IDFPR).

If you practice in the state of Illinois and your annual medical professional liability premium is above \$500, please visit www.proliability.com/illinstall for information regarding installment payment options.

YOU MUST SIGN AND DATE THIS APPLICATION

(ALL STATES EXCEPT AR, CO, DC, FL, HI, KY, LA, ME, MD, NJ, NM, NY, OH, OK, PA, TN, VA, WA, WV): 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.

ARKANSAS, LOUISIANA, AND WEST VIRGINIA 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.

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 FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICY HOLDER OR CLAIMING WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FOR INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AGENCIES.

DISTRICT OF COLUMBIA APPLICANTS: WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OF ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

FLORIDA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURANCE COMPANY FILES A STATEMENT OF CLAIM CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

HAWAII APPLICANTS: FOR YOUR PROTECTION, HAWAII LAW REQUIRES YOU TO BE INFORMED THAT PRESENTING A FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT IS A CRIME PUNISHABLE BY FINES OR IMPRISONMENT, OR BOTH.

KENTUCKY APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONTAINING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.

MAINE, TENNESSEE, VIRGINIA, AND WASHINGTON APPLICANTS: 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 A DENIAL OF INSURANCE BENEFITS.

MARYLAND APPLICANTS: ANY PERSON WHO KNOWINGLY AND WILLFULLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY AND 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 JERSEY APPLICANTS: ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

NEW MEXICO 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 MAYBE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

BE SURE TO COMPLETE ALL PAGES AND SIGN LAST PAGE ➡

NEW YORK 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 MATERIAL FACT THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL BE ALSO SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

OHIO APPLICANTS: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

OKLAHOMA APPLICANTS: WARNING: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

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.

Declaration and Signature -

The undersigned, on behalf of all prospective insureds, after a reasonable inquiry, declares to the best of his/her knowledge and belief that the statements contained herein are true and are the basis of the acceptance of the risk or the hazard assumed by the Company under this Policy. It is further agreed by the undersigned, its Subsidiaries and their directors, officers and trustees that the Policy, if issued, is in reliance upon the truth of such representations. It is agreed that, although the signing of the Application does not commit the undersigned to purchase the insurance being applied for, the statements made in this Application shall become the basis of the Policy should one be purchased. The Company is hereby authorized to make any investigation and inquiry in connection with this Application deemed necessary.

Signature of Applicant

Title

_____/_____/_____
Date

Name of individual signing this application (printed)

Enclosed is my check for \$ _____ Effective Date Desired* _____

Make check payable to Mercer Consumer and return your check and this application in the envelope provided.

*May not be earlier than the date the administrator receives and approves this application.

I authorize Mercer Consumer to charge my: VISA MasterCard Amount \$ _____

PLEASE NOTE: We do not accept American Express or Discover

Credit Card Number: _____

Expiration Date: _____

Print name exactly as it appears on card: _____

If paying by credit card, you may fax your application to 515-365-6338.

Administrator:

 **MERCER**

Mercer Consumer Proliability

P.O. Box 310395

Des Moines, IA 50331-0395

1-800-503-9230

www.proliability.com

 Academy of Nutrition
and Dietetics

CA License #0G39709

Mark Brostowitz, Licensed Agent

In CA d/b/a Mercer Health & Benefits Services LLC

Underwritten by:

Liberty Insurance Underwriters Inc.

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Mercer U.S. Consumer Insurance Compensation & Disclosure

In this transaction, Mercer Consumer, a service of Mercer Health & Benefits Administration LLC, is acting as the exclusive insurance agent and program manager for Liberty Insurance Underwriters Inc. (Insurer) for this type of coverage, and not as your insurance broker. As the agent for Insurer, Mercer Consumer may provide these services: enrollments, ongoing servicing, billing, marketing, customer administrative and claim servicing and communications.

In accordance with industry custom, we are compensated through commissions that are calculated as a percentage of the insurance premiums charged by insurers. We may also receive additional monetary and nonmonetary compensation from insurers or from other insurance intermediaries, which may be contingent upon such factors as volume, growth or retention of business. This compensation may include payment from insurers for marketing-related expenses or investments in technology. Our compensation may vary depending on the type of insurance purchased and the insurer selected. We will provide you additional information about our compensation upon your request.

You may obtain this information by referring to <https://www.personal-plans.com/disclosure> and entering the security code 03975329 or call us at 1-888-206-5088 for specific details.

To review the applicable Liberty policy form, you may download it at our website: <https://www.proliability.com/lp/plpolicyforms/index.html>. Once you have been approved for coverage, you will also receive a complete packet of your policy documents.

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American Dietetic Association Professional Liability Insurance Program

Your link to nutrition and health.

Your coverage will include:

- **A 50% new graduate credits** - for dietetics professionals who have graduated within the past year.
- **A qualified “consent to settle” clause.**
- **Reimbursement of defense costs:** up to \$5,000 per incident/\$10,000 annual aggregate for the investigation or defense of all proceedings before any entity responsible for regulating your professional conduct (i.e., licensing board).
- **Deposition expense reimbursement:** up to \$5,000 per policy period for legal representation for depositions related to your professional duties. This coverage applies when you're not named in a claim but are required to be deposed, for instance, as a witness.
- **Locum tenens** coverage for when another professional temporarily assumes your duties and provides services on your behalf for a specific period of time. The locum tenens shares in the limits of the professional being replaced (**for self-employed applicants only**).
- **Managed care contracts** are specifically addressed; if you assume liability in a contract, you will be covered for negligent acts, for which you are solely responsible.
- **Reimbursement for first aid expenses:** up to \$2,500 for medical supplies when you respond to an emergency.
- **Assault coverage:** up to \$5,000 per assault/\$10,000 annual aggregate. Coverage includes travel to and from the workplace.
- **Legal fees** and court costs are paid in addition to your limits of liability.
- **Covers you anywhere in the world** provided the claim is made or suit is brought within the United States, its territories or possessions or Canada.
- **Lost wages:** pays up to \$10,000 per incident/or occurrence for attendance at trial, hearing or arbitration proceeding for a covered claim. “Reasonable expenses” are included in this limit.
- **Damage to the property of others:** up to \$500 is provided for damage if unrelated to your professional duties (**for individuals only**).
- **Supplemental liability for non-business pursuits:** provides bodily injury and property damage coverage for occurrences not related to your professional duties (**for individuals only**).
- **Medical payments coverage:** up to \$10,000 per occurrence/ \$100,000 annual aggregate for non-business pursuits if someone is injured in or around your home, for example (**for individuals only**).

If you are a group practice, your coverage will also include:

- **For qualified group practices**, a premium credit is available. Depending on the number of professionals in the group credits range from **4% to 12%**.
- **Each professional member** of an insured group will have a separate annual aggregate limit.
- **Volunteers** are automatically covered.
- **Products hazard:** for equipment specifically designed, made or altered for a patient or client.
- **Separate limits** of coverage equal to those selected for the professional members are available for the entity, up to **\$1 million** per incident/occurrence, **\$ million** annual aggregate, for an additional premium. **This feature protects** the entity with a separate set of limits for its liability.
- **For business owners**, moonlighting coverage is available for your professional activities as a dietetics professional.

Safeguard your financial future with the only Professional Liability Coverage offered by the American Dietetic Association

More Responsibility = More Risk

You operate on hard work and a dedication to the job at hand. But even the most careful and responsible professional can be named in a malpractice suit. Mistakes happen: you could fail to notice an allergy, causing a patient's serious reaction. You could incorrectly access the nutritional status of a patient, resulting in an adverse patient response.

You could also be held liable for the actions of others. In today's litigious climate, attorneys are more likely to name all members of a healthcare team in a malpractice suit. That means that it's up to the court to determine who is ultimately responsible—and up to you to defend your actions.

The bottom line is, whether justified or not, being named in a malpractice suit could cost you thousands of dollars—and even result in the end of the career that you worked so hard to build. Your best defense? The Academy of Nutrition and Dietetics Professional Liability Program offered through Mercer Consumer.

24-Hour-a-Day Coverage...

Having your own professional liability insurance policy means that you are covered all the time, not just when you are at work. Your employer-provided plan might not cover you when you are away from the workplace or if you are performing professional duties outside of your job description. The Mercer Consumer plan covers you for designated professional services all the time, whether you are on duty, off duty or between jobs.

...Now and in the Future.

Plus, our plan uses an “occurrence form.” This means that you are covered for designated professional services performed while the insurance certificate is in force—even if it is years before the suit or claim is made.

The most important thing to you is that you can be confident that we’ll be there when you need us most.

For example:

You need us when: You’ve been named in a professional liability lawsuit.

You can be confident: The Academy of Nutrition and Dietetics Plan will assign you an attorney experienced in healthcare litigation.

Win or lose, all legal fees are paid.

You need us when: Your case is settled for a large sum of money.

You can be confident: The Academy of Nutrition and Dietetics Plan provides coverage for settlement of a claim or damages awarded up to \$2,000,000 per incident/occurrence. In addition, our plan also includes a qualified “consent to settle” clause which enables you to make the final decision in settling your claims.

You need us when: You’re required to cover multiple claims this year.

You can be confident: With this Plan, you can choose to purchase up to \$5,000,000 annual aggregate liability protection.

You need us when: You’ve been subpoenaed to appear at a deposition as a witness to a case.

You can be confident: The Academy of Nutrition and Dietetics Plan provides up to \$5,000 annual aggregate defense counsel to represent you.

You need us when: You’ve missed several days of work due to court appearances and defense proceedings resulting from a claim against you.

You can be confident: The Academy of Nutrition and Dietetics Plan reimburses you up to \$10,000 per incident/occurrence for related lost wages and expenses. If you are self-employed, you may also purchase the following:

- **General Liability**—provides coverage for non-professional liability claims occurring during business operations, either on or off your business property.
- **Additional Insured**—protects a healthcare facility you provide services to against claims arising out of the sole negligence of the person’s insured. You should only purchase this coverage if the facility requires you to.

Mercer Consumer has been a leader in providing insurance protection to health care professionals since 1949. The Mercer Consumer Professional Liability Insurance Program is endorsed by over 200 professional state and national organizations.

Administered by:



Mercer Consumer Proliability
P.O. Box 310395
Des Moines, IA 50331-0395
1-800-503-9230
www.proliability.com

CA License #0G39709
Mark Brostowitz, Licensed Agent
In CA d/b/a Mercer Health & Benefits Insurance Services LLC

Underwritten by:

Liberty Insurance Underwriters Inc.

This brochure contains a summary of the insurance certificate provisions. If there is a conflict between this brochure and the actual insurance certificate, the insurance certificate language will control.

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