

PROFESSIONAL LIABILITY INSURANCE APPLICATION

(Occurrence Coverage)

Underwritten by Liberty Insurance Underwriters Inc.

Broker ID# _____
(internal use only)

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.affiliatedoptosofwalmart.com for more information and to view available professions for applying online.

RESIDENTS OF ILLINOIS ONLY

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

INDIVIDUAL APPLICANTS: FIRST NAME INITIAL LAST NAME

BUSINESS APPLICANTS: CORPORATE NAME / DBA / YOUR NAME, IF NOT INCORPORATED (COMPLETE ONLY IF YOU OWN THE BUSINESS)

BUSINESS APPLICANTS: NAMES OF OWNERS, PARTNERS AND CORPORATE OFFICERS WHO ARE ACTIVE IN THE BUSINESS AND THEIR PROFESSIONAL OCCUPATION

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

WEBSITE ADDRESS

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.

5. OPTIONAL COVERAGES (FOR SELF-EMPLOYED INDIVIDUALS AND BUSINESS APPLICANTS ONLY)**ANNUAL LIMITS AND PREMIUMS**

\$2,000,000 per incident/occurrence	\$1,000,000 per incident/occurrence
\$4,000,000 annual aggregate	\$3,000,000 annual aggregate

General Liability***Please attach name and physical address for each location.**

(Property owned or rented by the name insured)

1st location	<input type="checkbox"/> \$140	<input type="checkbox"/> \$120
Additional location(s)	() x \$59 = \$____	() x \$50 = \$____

Additional Insured***Please attach name and physical address for each facility.**

(Premium is for each facility under contract)

Professional Liability Only	() x \$183 = \$____	() x \$156 = \$____
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**To prevent underwriting delays, please submit this information if coverage is required.*

6. UNDERWRITING DATA (Required - please answer all questions to prevent underwriting delays.) All 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 or is such an action pending? (If Yes, explain on a separate sheet of paper, please include dates and details.)

State License or Certification	<input type="checkbox"/> YES <input type="checkbox"/> NO
Malpractice Insurance	<input type="checkbox"/> YES <input type="checkbox"/> NO

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

7. CALCULATE YOUR PREMIUM

This premium credit is based upon the size of the group at the time coverage is purchased. Credits apply as follows: Groups of 2-9 professionals, 4%; Groups of 10-14 professionals, 8%; Groups of 15 or more professionals, 12%.

LIABILITY PREMIUM (Section 4 for Self-Employed Applicants)	\$ _____
PLUS OPTIONAL COVERAGES (Section 5 for Self-Employed Applicants Only)	\$ _____
SUBTOTAL PREMIUM	\$ _____
LESS PREMIUM CREDIT (SIZE OF GROUP), IF APPLICABLE	\$ _____
TOTAL PREMIUM DUE (ROUND TO THE NEAREST WHOLE DOLLAR)	\$ _____

8. PREMIUM RATES BY TERRITORY

How to determine your Professional Liability Premium Rate: First determine your Territory using the Territory information below. Next, find the corresponding premium rate for your desired limits of liability from the charts on the right. Transfer the appropriate rate(s) to Section 3 (Employed Applications) or Section 4 (Self-Employed Applicants) of this application.

NOTE: Rates differ by the number of hours worked per week: Full-time is more than 20 hours per week. Part-time is 20 hours or less per week.

TERRITORY 1

Illinois (excluding Cook County)

TERRITORY 1 - LIMITS & ANNUAL PREMIUM RATES

\$2,000,000 per incident/occurrence	\$1,000,000 per incident/occurrence
\$4,000,000 annual aggregate	\$3,000,000 annual aggregate

Employed/Employee Optometrist

Full-time/Part-time: \$658

1st Year Grad: \$494

Employed/Employee Optometrist

Full-time/Part-time: \$562

1st Year Grad: \$422

Self-Employed Optometrist

Full-time: \$658

Part-time: \$507

1st Year Grad: \$494

Self-Employed Optometrist

Full-time: \$562

Part-time: \$433

1st Year Grad: \$422

TERRITORY 2

Illinois (Cook County)

TERRITORY 2 - LIMITS & ANNUAL PREMIUM RATES

\$2,000,000 per incident/occurrence	\$1,000,000 per incident/occurrence
\$4,000,000 annual aggregate	\$3,000,000 annual aggregate

Employed/Employee Optometrist

Full-time/Part-time: \$1048

1st Year Grad: \$786

Employed/Employee Optometrist

Full-time/Part-time: \$896

1st Year Grad: \$672

Self-Employed Optometrist

Full-time: \$1048

Part-time: \$807

1st Year Grad: \$786

Self-Employed Optometrist

Full-time: \$896

Part-time: \$690

1st Year Grad: \$672

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 American 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.

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.

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.

LIBERTY INSURANCE UNDERWRITERS INC.

(A member of Liberty Mutual Group and hereinafter "the Company")

Effective Date:

Policy Number:

Issued To:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICYHOLDER DISCLOSURE – TERRORISM INSURANCE PREMIUM NOTICE

This notice contains important information about the Terrorism Risk Insurance Act and its effect on your policy. Please read it carefully.

THE TERRORISM RISK INSURANCE ACT

The Terrorism Risk Insurance Act, including all amendments ("TRIA" or the "Act"), establishes a program to spread the risk of catastrophic losses from certain acts of terrorism between insurers and the federal government. If an individual insurer's losses from a "certified act of terrorism" exceed a specified deductible amount, the government will reimburse the insurer for 85% of losses paid in excess of the deductible, but only if aggregate industry losses from such an act exceed \$100 million. An insurer that has met its insurer deductible is not liable for any portion of losses in excess of \$100 billion per year. Similarly, the federal government is not liable for any losses covered by the Act that exceed this amount. If aggregate insured losses exceed \$100 billion, losses up to that amount may be pro-rated, as determined by the Secretary of the Treasury.

MANDATORY OFFER OF COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" AND DISCLOSURE OF PREMIUM

TRIA requires insurers to make coverage available for any loss that occurs within the United States (or outside of the U.S. in the case of U.S. missions and certain air carriers and vessels), results from a "certified act of terrorism" AND that is otherwise covered under your policy.

A "certified act of terrorism" means:

[A]ny act that is certified by the Secretary [of the Treasury], in concurrence with the Secretary of State, and the Attorney General of the United States

- (i) to be an act of terrorism;
- (ii) to be a violent act or an act that is dangerous to –
 - (I) human life;
 - (II) property; or
 - (III) infrastructure;
- (iii) to have resulted in damage within the United States, or outside of the United States in the case of

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TRIA-N001-0208

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- (I) an air carrier (as defined in section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States); or
 - (II) the premises of a United States mission; and
 - (iv) to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

MANDATORY PREMIUM DISCLOSURE STATEMENT

Your policy does not contain an exclusion for losses resulting from “certified acts of terrorism.” Coverage for such losses is still subject to, and may be limited by, all other terms, conditions and exclusions in your policy.

The premium charge for this coverage for the policy period is \$0.

YOU NEED NOT DO ANYTHING FURTHER AT THIS TIME.

The summary of the Act and the coverage under your policy contained in this notice is necessarily general in nature. Your policy contains specific terms, definitions, exclusions and conditions. In case of any conflict, your policy language will control the resolution of all coverage questions. Please read your policy.

If you have any questions regarding this notice please contact your sales representative or agent.

Mercer 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 o3975329 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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Professional Liability Insurance for Affiliated Optometrists of Walmart

Now that's an Advantage!

Insuring your career has never been easier. This Plan offers you a complete package that provides outstanding coverage designed specifically for optometrists like you. It gives you the kind of advantages you need in today's competitive business environment.

Professional Liability Insurance

The Professional Liability insurance protects you against claims arising from real or alleged errors or omissions, including negligence, in the course of your professional duties. Because this is "occurrence form" coverage, you are protected even after your insurance certificate has expired, if the covered incident happened while the insurance certificate was in force.

Having a Professional Liability Insurance Plan is extremely beneficial. With your own liability plan you are doing your best to make sure that you will be covered when you need it most. Without coverage you could be faced with the expense of a lawsuit.

Competitive Rates

You pay only for the principals, employees or additional insureds in your business. There is no extra premium charge to cover your business.

There is no charge for clerical employees. All owners, partners or other principals are provided coverage for all covered optometric services performed in conjunction with the business and for moonlighting activities as an optometrist.

High Level Liability Limits

Select the coverage limits that suit your needs—up to \$2,000,000 per incident, \$4,000,000 annual aggregate. Each professional has their own limit of liability.

Legal Fees and Court Costs

When a covered claim is brought against you, your legal fees and court costs are paid in addition to your liability limit. Plus, you can collect lost wages if you are required to be away from your practice—up to \$10,000—because you are required by the Company to appear in court due to a claim or lawsuit filed against you. The Plan even pays your "reasonable expenses" when you are required to be in court (hotel, transportation, etc.).

Professional Boards or Organizations

Covers you for the performance of services as a member of a formal accreditation, ethics, peer review, licensing, standards review or similar professional board or committee, professional for-profit or not-for-profit organization in the conduct of your business or professional practice.

Defense Reimbursement for Regulatory Boards

Reimburses up to \$5,000 per incident/\$10,000 annual aggregate for legal costs when you must defend yourself before any entity responsible for regulating your professional conduct.

Additional Features

- For qualified group practices, a premium credit is available. Credits range from 4% to 12% depending on the number of professionals in the group.
- Expense reimbursement, up to \$5,000 for legal representation for depositions related to your professional duties is included. This coverage applies when you are not named in a claim but are required to be deposed, for instance, as a witness to the event.
- For group coverage plans, each professional member of the group will have a separate limit of liability.
- Managed Care contracts are specifically addressed by your certificate; if you assume liability in a contract, you will be covered for negligent acts for which you are solely responsible.
- Damage to the Property of Others is included up to \$500 annual aggregate for individually insured professionals.
- First Aid Reimbursement and Assault coverages are also included.

The Professional Liability insurance package offers competitive premium rates for employed optometrists, self-employed optometrists and their employees.

With more and more insurers pulling out of the optometry marketplace, Mercer Consumer is proud to present you with this insurance program backed by a strong, stable and experienced insurer, Liberty Insurance Underwriters Inc.

This information is a brief summary. For details, or more information on terms, conditions, limitations and any exclusion, please contact:

Administered by:



Mercer Consumer Proliability

P.O. Box 310395

Des Moines, IA 50331-0395

1-800-828-5419

www.affiliatedoptosofwalmart.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.

If there is a conflict between this brochure and the actual insurance certificate, the insurance certificate language will control.

This plan may not yet be available in all states.

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