

FAIRWAY PHYSICIANS INSURANCE COMPANY  
A RISK RETENTION GROUP

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FAIRWAY PHYSICIANS  
SPECIALTY INSURANCE SERVICES

It is important to keep corporate marks clear of any other graphic elements. To regulate this, an exclusion zone has been established around the corporate mark. This exclusion zone indicates the closest any other graphic element or message can

be positioned in relation to the mark. of the the symbol itself and our company name – they have a fixed relationship that should never be changed in any way.

# QUOTE

## INSURED

NAMED

SPECIALTY

ADDITIONAL

## COSTS

PREMIUM

CAPITAL CONTRIBUTION

BROKER FEE

BROKER COMMISSION

## TERMS

EFFECTIVE DATE

RETROACTIVE DATE

DEDUCTIBLE

LIMITS

## POLICY FORMS

FWY-00

Extended Reporting  
Notice: 100% annual  
premium = 12 Month  
ERP / 200% of annual  
premium = 36 month  
ERP

GSI-PS-001

FRNC-01

FWY-01

FWY-02

FWY-03

FWY-06

FWY-08

FWY-10

FWY-13

XAPP-IA

FWY-DS

POLICY FORMS,  
ENDORSEMENTS,  
EXCLUSIONS WILL  
GOVERN.

# COVERAGE & CONDITIONS

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ADDITIONAL COVERAGE INCLUDED

THORSON  
SPECIALTY INSURANCE SERVICES

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EXCLUSIONS

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GENERAL LIABILITY NOT INCLUDED

ACTIVITIES OR PROCEDURES

LOCATIONS

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SUBJECTIVITIES

# PROGRAM HIGHLIGHTS

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## MEDEFENSE PLUS

Administrative Defense Coverage pays the legal cost to defend a physician before the Medical review board in a civil investigation and/or formal disciplinary action. This includes attorney's fees, expert witness fees and other related expenses. The coverage does not apply to fines, penalties or settlements. MEDEFENSE PLUS will provide payment of defense cost and civil fines and penalties for;

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## E-MD

Provides protection for the broad range of network-related exposures unique to physicians and medical group holding otherseletronic medical records. Coverage includes:

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## EMPLOYMENT PRACTICES

"Employment Practices Legal Expense Reimbursement Coverage " provides reimbursement of defense costs of employee discrimination, harassment and inappropriate employment conduct.

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## CAPITAL CONTRIBUTION

This is your investment in the company which is required by the federal risk retention act. The entire amount of capital contribution associated with your policy will be applied towards purchasing shares in the “company” (Fairway Physicians Insurance Co., RRG), similar to that of a publicly held company. The amount that has been paid will be applied directly to the company’s surplus and a certificate will be issued to the holder showing how many shares are owned. This is a long term investment in the company’s future – all insured’s of the company also become part owners of the company without the assumption of personal liability.

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## SEXUAL MISCONDUCT

Provides reimbursement of defense costs for abuse & molestation allegations (3rd party) Coverage includes negligent hiring, employment, training, investigation and retention or failure to report employees who commit acts of sexual misconduct or molestation.

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## BINDING ARBITRATION

Our history shows that claim settlements are handled and closed on average of 10 months where jury trials can go on for years taking time away from both the physician and his/her staff. The patient also may benefit from the claim not “dragging” through a long jury trial and if awarded injuries it may be handled more efficiently. All parties (including the patients) defense costs are contained as well.

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\*deductibles & coinsurance applies to EPL and Meddefense Endorsements

\*NOTE – ALL CLAIMS MUST BE REPORTED UPON NOTIFICATION OR OCCURRENCE\*

(see quote for additional terms & conditions. This document is a summary only, and is not intended to replace or modify the coverage contract. Specimen copies of endorsements/policy forms available upon request)

# CONSENT & ACKNOWLEDGEMENT

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## ACCEPTANCE OF TERMS

We agree to the terms, limits, conditions, exclusions and premium as quoted within this insurance proposal. We understand we are responsible to update Thorson Specialty Insurance Services during the policy for any changes in operation, locations, or any other applicable matter in which insurance may be affected.

We have read and agreed to the comments and conditions section of this proposal. Policy contract terms and conditions will govern.

We (the submitting broker) understand that as the insureds representative we are responsible for reviewing the terms & conditions with the policyholder. Thorson Specialty Ins Services, Inc is not be responsible for any discrepancies in correspondence, quotation, terms/conditions made to policyholder by broker stated within this quotation.

This premium quote is good for 30 days and is subject to change as a result of information disclosed in the application for coverage or obtained, or received, by Fairway Physicians Insurance Company that affects underwriting criteria used to determine the premium. Endorsements, exclusions from coverage, deductibles, surcharges or co-payments may also apply as a result.

## NOTICE TO BROKER

Fairway Physicians Insurance Company, A Risk Retention Group, ("FAIRWAY") does not undertake any obligation to advise any party, other than the named insured, of any changes in or termination of insurance coverage. The policy will be issued by a risk retention group. A risk retention group may not be subject to all of the insurance laws and regulations of your state. State insurance insolvency guaranty funds are not available for a risk retention group.

The professional liability policy provides coverage on a "CLAIMS-MADE" and reported basis. The coverage provided by the policy is limited to only those claims which arise from professional services rendered after the retroactive date stated in the declarations and which are first made against the insured and reported to us during the policy period or any applicable extended reporting period.

NO COVERAGE IS BOUND UNTIL YOU RECEIVE WRITTEN CONFIRMATION FROM OUR OFFICE.

## NAMED INSURED'S DUTIES PRIOR TO ANY CLAIM

Section XI – Conditions, Paragraph 11a, Named Insured's Duties Prior to Any Claim:

1. It shall be the duty of the insured to sign and complete, and have every patient sign and complete, an arbitration form. Said form will be provided to the insured at the commencement of the policy period, and at no expense to the insured. The insured will see to it that each and every patient sign and complete an arbitration form as soon as possible, and prior to treatment (of a new patient) or continued treatment (of an existing patient). Minor patients, and those whom require a guardian or other authorized agent to act on their behalf, must have their parent, guardian or other authorized agent sign the arbitration form prior to treatment, or continued treatment.

2. It shall be the duty of the insured, once a form is fully signed and completed, to have same placed in the original medical records of the patient.

3. FAIRWAY will perform arbitration compliance audits at will.

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NAMED INSURED:

EFFECTIVE:



# THORSON

SPECIALTY INSURANCE SERVICES