

**MISCELLANEOUS HEALTHCARE FACILITIES** 

This Application Supplement and Warranty must be completed when General Star Indemnity Company / General Star National Insurance Company (the "Company") has agreed to accept the application of another non-affiliated insurer in lieu of its own Application.

Applicant / Entity Name:

- 1. On behalf of all persons or entities applying for coverage, you represent and agree as follows:
- 2. Except as disclosed in writing attached hereto, no person or entity proposed for insurance is aware of
- 3. any of the following:
  - a. Known losses or claims that have not been reported to a prior insurer;
  - b. Facts or circumstances that could reasonably be expected to result in a claim;
  - c. A request for medical records by a patient or his/her attorney that might reasonably be expected to result in a claim;
  - d. Any professional liability insurer refusing coverage for, or reserving rights to deny coverage for, any claim arising out of any of the foregoing.
- 4. Except as disclosed in writing attached hereto, each of the statements and answers given in this Application Supplement and Warranty and the \_\_\_\_\_\_(insurer) application

dated \_\_\_\_\_\_ and any supplemental applications, all of which are physically attached hereto, are:

- a. Accurate, true and complete to the best of your knowledge and no material facts have been suppressed or misstated;
- b. Representations you are making on behalf of all persons or entities proposed to be insured;
- c. A material inducement to the insurance company to provide insurance, and any policy issued by the insurance company is issued in reliance upon these representations
- 5. This Application Supplement and Warranty, along with the Applications referenced in 1. above, are deemed to be the Application for any policy issued by the Company and shall be deemed attached to and incorporated in such policy, whether or not physically attached such policy.
- 6. You agree to promptly report to General Star Indemnity Company / General Star National Insurance Company, in writing, any material changes in your operations, conditions, or answers provided, in the Applications referenced in 1. above, that may occur or be discovered after the completion date of said Application(s), but before the inception date of the policy. Upon receipt of any such written notice, General Star Indemnity Company / General Star National Insurance Company has the right, at its sole discretion, to modify or withdraw any proposal for insurance.

MARYLAND FRAUD WARNING: Any person who knowingly or willfully presents a false or fraudulent claim for payment for a loss or benefit or who knowingly or 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 YORK FRAUD WARNING: 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 shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

FRAUD WARNING (not applicable in Nebraska, Vermont or Virginia): Any person who knowingly and with the 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 purposes of misleading, information concerning any fact material

thereto commits a fraudulent insurance act, which is a crime and subjects the person to criminal and civil penalties.

IMPORTANT NOTICE: Failure to report any claim made against you during your current policy term, or facts, circumstances or events which may give rise to a claim against you to your current insurance company BEFORE expiration of your current policy term may create a lack of coverage.

COMPLETION OF THIS APPLICATION SUPPLEMENT AND WARRANTY DOES NOT BIND COVERAGE. APPLICANT'S ACCEPTANCE OF COMPANY'S QUOTATION IS REQUIRED PRIOR TO BINDING COVERAGE AND POLICY ISSUANCE. YOU AGREE THAT THIS APPLICATION SUPPLEMENT AND WARRANTYALONG WITH OTHER APPLICATIONS ATTACHED HERETO SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED.

General Star Indemnity Company is a "non-admitted" or "surplus lines" insurer in all states except Connecticut (where General Star National Insurance Company is "non-admitted or "surplus lines"), and is not subject to the financial solvency regulation and enforcement which applies to licensed companies. The insurance company does not participate in any state insurance guarantee fund; therefore, these funds will not pay your claims or protect your assets if the insurance company becomes insolvent and is unable to make payments as promised. Your agent or broker can verify with the State Insurance Commissioner that General Star Indemnity Company is an approved surplus lines insurer in the state.

An authorized representative who is an active owner, officer, or partner of your organization must sign this Application within five (5) days of the policy inception date of coverage.

Signature of Owner, Officer or Partner:	Date:
Print or Type Name and Title:	