



**PROFESSIONAL
INSURANCE EXCHANGE**

ADVISORY COMMITTEE

Scott H. Brown, D.D.S.
Stephen M. Burton, D.M.D.
Mark V. Cowley, D.D.S.
Richard C. Engar, D.D.S.
James R. Olsen, D.D.S.
C. Brook Olson, D.D.S.
Chris R. Simonsen, D.D.S.
Brian F. Thornley, D.D.S.
Gary B. Wiest, D.M.D.

445 East 4500 South
Suite 130
Salt Lake City, Utah 84107
Telephone: (801) 262-0200
Fax: (801) 262-0285

Professional Insurance Exchange is pleased to have the opportunity to provide you with an application for malpractice insurance coverage. We are looking forward to a long and happy working relationship with you. However, before your request for insurance can be considered, it is necessary to adhere to the checklist, complete the necessary items, and return them to us :

Fill out the **Application** completely and send to us. **(Include a copy of your current Utah dental license.)**

Sign and return one copy of the **Subscription Agreement**.

Send your **check** payable to: "Professional Insurance Exchange" for the amount you need listed on the rate schedule. **(Please note that PIE Class I and II coverages have no correlation with the State's Class I or Class II Anesthesia permits. You need P.I.E. Class II coverage if you plan to do I.V. sedation or obtain hospital privileges, or if you provide oral sedation to your patients)**

Keep **Exhibit A** and the other copy of the **Subscription Agreement** for your permanent records.

Please return these documents as soon as possible so that we may process them and make your coverage effective on the date you specify.

Thank you for your interest in Professional Insurance Exchange. Keep in mind that as of October 1, 2003, P.I.E. offers only a claims-made policy. If you have any further questions, please don't hesitate to call us.

Sincerely,

PROFESSIONAL INSURANCE EXCHANGE

Richard C. Engar, D.D.S.
Attorney-In-Fact

RCE/mmg
Enclosures



**PROFESSIONAL
INSURANCE EXCHANGE**

Name: _____
 Clinic: _____
 Address1: _____
 Address2: _____
 City: _____ State: _____ Zip: _____

Date of Birth: _____
 Social Security: _____
 Home Phone: _____
 Office Phone: _____
 E-Mail: _____
 Fax: _____

COVERAGES	LIMITS OF LIABILITY		DATE COVERAGE EFFECTIVE
			(Retroactive Date)
Professional Liability Claims Made Form	Each Claim \$1,000,000	Annual Aggregate \$3,000,000	

1. Professional School Attended _____ Degree _____ Year Graduated _____
 (If foreign dental school graduate are you certified by the Educational Council for Dental School Graduates?) Yes / No
 Year certified _____
 Are you certified by an approved specialty board? Yes / No
 Specialty _____

Type of practice/specialty: _____ General Practitioner _____ Endodontist _____ Oral Surgeon
 _____ Pediatric Dentist _____ Periodontist _____ Orthodontist
 _____ Prosthodontist _____ Other _____

2. Served residency/internship at _____ Year completed _____

3. Name all places where you have practiced your profession since graduation :
 In _____ During years _____
 In _____ During years _____

4. Specify name and location of hospitals on which you hold staff or courtesy privileges : _____ JCAH Approved?
 _____ Yes / No
 _____ Yes / No

5. What professional organizations are you a member of? _____ ADA _____ UDA _____ AGD
 _____ District Dent. Society
 _____ Other _____

6. Are you a member of an organized study club? Yes / No
 Name _____

7. Have you participated in any continuing dental education within the last 2 years? Yes / No
 If yes, describe _____

8. Do or will you practice as: _____ Solo _____ Partnership _____ Professional Corporation
 _____ Professional Association _____ Other _____
 Name of partners or members of corporation or professional association (if applicable):

APPLICATION FORM

9. a. Are you employed full time by any HMO, or by the Federal Government or are you currently engaged in military service? Yes / No
- b. Do you own or operate a hospital, mental health institution, or clinic with regular bed or board facilities? Yes / No
- c. Do you own or operate a training facility for dental assistants or auxiliaries? Yes / No
- d. Do you own or have privileges to use surgi-center facilities? Yes / No
- e. Has any hospital ever restricted or revoked privileges or put you under probation? Yes / No
- f. Have you ever been denied a dental license or have been denied certification by a specialty board? Yes / No
- g. Has your dental license ever been suspended, revoked, or voluntarily surrendered or has probation on your license ever been imposed in any state where you have been licensed? Yes / No
- h. Has your license to prescribe ever been suspended, revoked, or voluntarily surrendered, or has probation on your prescription license ever been imposed in any state where you have been licensed? Yes / No
- i. Have you ever been convicted or pled guilty to a felony crime? Yes / No
- j. Has any dental malpractice claim ever been made against you? Yes / No
- k. Has any malpractice insurance carrier ever cancelled or refused coverage? Yes / No
- l. Are you now or have you ever voluntarily or involuntarily participated in a diversion program or rehabilitation program for drug or alcohol abuse? Yes / No
- Please describe any "Yes" answers fully: _____
- _____
- _____

10. If you are a general practitioner, have you limited your practice to any of the following areas?
- | | | |
|---|---------------------------------------|---|
| <input type="checkbox"/> Endodontic Therapy | <input type="checkbox"/> Oral Surgery | <input type="checkbox"/> TMJ Therapy |
| <input type="checkbox"/> Implant Dentistry | <input type="checkbox"/> Orthodontics | <input type="checkbox"/> Fixed Prosthodontics |
| <input type="checkbox"/> Removable Prosthodontics | <input type="checkbox"/> Periodontics | |

11. Do you perform any of the following techniques or procedures? none of the following:
- | | | |
|---|--|---|
| <input type="checkbox"/> Sargenti Technique | <input type="checkbox"/> Implant surgery or prosthodontics | |
| <input type="checkbox"/> N2 Paste w/ Formaldehyde | <input type="checkbox"/> Laser Therapy | <input type="checkbox"/> Mercury-Free Dentistry |
| <input type="checkbox"/> Radiation Therapy | <input type="checkbox"/> Acupuncture | |

12. Indicate the number of dentists you will be employing, if any
- | Dentist Name | Primary area of practice or specialty | Use of general anesthetic or i.v. sedation? |
|--------------|---------------------------------------|---|
| _____ | _____ | <u>Yes / No</u> |
| _____ | _____ | <u>Yes / No</u> |
| _____ | _____ | <u>Yes / No</u> |
- Dental Assistants Clerical Staff Laboratory Personnel
- Dental Hygienists I am an associate with no employees

13. Do you plan on having your dental hygienist(s) give local anesthetics? Yes / No
 If yes, does he/she have their own coverage? Yes / No
 (If not, you must obtain the hygienist (or "H") rider.)

14. Utah Dental License Number _____ Anesthesia Class _____

APPLICATION FORM

15. Indicate approximate percentage of your practice involving administration of:
- _____ Nitrous oxide analgesia. (You must hold a Class II Anesthesia Permit as noted on your UT Dental License)
 - _____ In-office I.V. sedation/parenteral sedation/transmucosal narcotic sedation on your patients of record by a licensed professional other than yourself.
 - _____ In-office or hospital or surgi-center based I.V. sedation/parenteral sedation/transmucosal narcotic sedation on your patients of record provided by you personally. You must hold a Class III or IV Anesthesia Permit as noted on your UT Dental License.
 - _____ General anesthesia by a licensed professional other than yourself in a hospital or surgi-center only.
 - _____ Oral/enteral conscious sedation on your patients of record provided by you personally.

Notes:

- If you have I.V. sedation/parenteral sedation/transmucosal narcotic sedation or general anesthesia performed on your patients of record by a licensed professional other than yourself, you must carry PIE Class II Coverage.
- If you provide oral/enteral sedation to your patients of record, you must carry PIE Class II coverage on an annual basis and must answer the questions on page three of this Renewal Form.
- If you personally provide I.V./IM/parenteral/transmucosal narcotic sedation to your patients of record, you must carry PIE Class II Coverage on an annual basis and must answer the supplemental questions on page four of this Renewal Form.

16. Have you established emergency procedures, personnel and equipment to cope with patient emergencies, such as cardiac arrest, anaphylactic shock, etc.? Yes / No
17. Have you had any formal training in the use of nitrous oxide analgesia and are you properly licensed for its use in Utah? Yes / No
18. Have you had any negative results involving the use of nitrous oxide analgesia? Yes / No
19. Answer each of the following with regard to your current office procedure :
(These questions address important preventive measures to avoid litigation)
If you are starting a new practice, answer each question as you intend to practice .
- a. Do you keep comprehensive patient records? Yes / No
 - b. Do you have each patient complete a thorough medical history? Yes / No
 - c. Do you personally review each medical history? Yes / No
 - d. How frequently is the medical history updated? _____
 - e. Do you complete your patient charts: Immediately _____ Daily _____ Weekly _____
Other time schedule _____ Describe _____
 - f. Do you keep a record of pertinent patient phone calls regarding treatment? Yes / No
 - g. Do you document all patient referrals to other dentists/specialists in your records? Yes / No
 - h. Do you routinely use detailed Informed Consent forms designed for specific procedures? Yes / No
If no, why not? _____
 - i. Do you take comprehensive x-rays as part of your examination? Yes / No
 - j. When you have consultations with patients do you document these appointments in your dental records? Yes / No
 - k. Do you ever release your original records to anyone? Yes / No
If yes, under what circumstances? _____
20. Have you had any hearings or investigations before the Department of Business Regulation of Utah or any other State during the past year? Yes / No
Is your Utah Dental License or license in any other state on probationary status? Yes / No
21. Have you been before a state association or Component Society peer review committee? Yes / No
If so, explain: _____
22. Have there been any serious or life-threatening incidents in your practice? Yes / No
If yes, please briefly explain: _____

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT. I UNDERSTAND THAT ANY FALSE STATEMENT OR UNLAWFUL ACTS WILL RENDER MY COVERAGE NULL AND VOID. Signing this application does not bind the Company to provide insurance, but it is agreed that this form shall be the basis of the contract should this policy be issued. If accepted for insurance, I authorize P.I.E. to release personally identifiable financial information as applicable to affiliates and non-affiliates disclosed on the P.I.E. privacy statement for purposes of reinsurance premium calculation, etc.

Signature: _____ Date: _____

APPLICATION FORM

SUPPLEMENTAL QUESTIONS FOR DENTISTS WHO PROVIDE CONSCIOUS ORAL / ENTERAL SEDATION

1. Do you plan to be in compliance with all equipment and monitoring requirements as specified in R 156-69-601 of the Utah Practice Act, Yes / No
Including: pulse oximetry (you will be asked to provide the Serial No. and Brand Name of the pulse oximeter you purchase serial #, brand _____) Yes / No
current emergency drugs Yes / No
positive pressure oxygen Yes / No
2. Will you have all patients who undergo oral conscious sedation sign a written informed consent specific for oral sedation that has been reviewed and approved by P.I.E.? Yes / No
3. Do you plan to utilize a third person (besides you and your dental assistant) whose sole duty is to monitor the patient and record pertinent data during the procedure? Yes / No
4. Will you have patients complete a health history form within one week of a scheduled procedure that expresses no contraindications to the use of oral sedative agents? Yes / No
5. Describe the education or introductory course in anxiolytic drugs and oral sedation?
(List course title, course sponsor, location, date and number of hours.)

6. List dates of any refresher course in oral sedation taken (every three years) _____
7. Do you plan to keep a supply of reversal drugs (e.g. Romazicon) available? Yes / No
8. Do you plan to log vital signs at specific intervals during the procedure or use monitoring equipment with a printer? Yes / No
9. Do you plan to limit the oral sedation technique to patients over 18 and under 60 years old? Yes / No
If NO, describe additional training you have had in sedating these populations? _____

10. Number of oral sedation cases performed since your last renewal date: _____
11. Please describe any unusual incidents related to enteral sedation since your last renewal date: _____

12. Please list your drug(s) of choice and standard dosage regimen:

SUPPLEMENTAL QUESTIONS FOR CLASS II DENTISTS WHO PERFORM THEIR OWN IV / IM / PARENTERAL SEDATION

1. Do you plan to be in compliance with all equipment and monitoring requirements as specified in R 156-69-601 of the Utah Practice Act, Yes / No
Including: pulse oximetry (you will be asked to provide the Serial No. and Brand Name of the pulse oximeter you purchase serial #, brand _____) Yes / No
current emergency drugs Yes / No
positive pressure oxygen Yes / No
2. Will you have all patients who undergo parenteral conscious sedation sign a written informed consent specific for I.V. sedation that has been reviewed and approved by P.I.E.? Yes / No
3. Do you plan to utilize a third person (besides you and your dental assistant) whose sole duty is to monitor the patient and record pertinent data during the procedure? Yes / No
4. Have you applied for the appropriate license anesthesia class with the State of Utah? Yes / No
5. Approximately how many parenteral sedation cases do you anticipate doing per year?

SUPPLEMENTAL QUESTIONS FOR RECENT GRADUATES

Please answer the following questions if you were graduated from dental school within five years of submitting this application :

1. Did you ever fail any portion of your National Board Examinations? Yes / No
If yes, list portion(s) failed and reason for failure:

2. Did you ever fail any course, clinical or didactic, during dental school? Yes / No
If yes, state course and date of remedial coursework, including grade:

Course	Date	Grade
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. Did you have to repeat any of the above courses more than once? Yes / No
If yes, state course and reasons remedial coursework had to be repeated:

4. Did you graduate on time, i.e. on the date that your dental school class was scheduled to graduate? Yes / No
If no, state reason that your graduation was delayed:

5. List Regional Licensing Board Passed: _____
Date Passed: _____

6. List State Licensing Board Examinations Passed: _____
Date Passed: _____

7. Did you pass the above State or Regional examinations on your first attempt? Yes / No

8. Did you ever fail a State or Regional Licensing Board Examination? Yes / No
If yes, list Examination(s) failed, date(s), and section(s) failed:

Examination (State or Regional)	Date	Section	Reason
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

9. List any honors or recognition's received during dental school:

ICERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT. I UNDERSTAND THAT ANY FALSE STATEMENTS OR UNLAWFUL ACTS WILL RENDER MY COVERAGE NULL AND VOID.

Signing this application does not bind the Company to provide insurance, but it is agreed that this form shall be the basis of the contract should this policy be issued.

Signature: _____

Date: _____

SUBSCRIPTION AGREEMENT

WHEREAS, the undersigned is a resident of the State of Utah and is licensed to practice dentistry in the State of Utah;

WHEREAS, the undersigned desires to enter into an interexchange among other subscribers of reciprocal agreements of indemnity against professional liability and related professional premises liability, said interexchange to be known as Professional Insurance Exchange (P.I.E.) and to be effectuated through an Attorney-In-Fact common to all subscribers;

NOW THEREFORE, the undersigned agrees with P.I.E., the other subscribers and the Attorney-In-Fact:

1. To interexchange reciprocal agreements of indemnity (the policy) among the other subscribers through the Attorney-In-Fact insuring against losses and subject to such terms and conditions and limits of liability as set forth in the policy. The terms, conditions and limits of liability of the policy shall be specified by the Attorney-In-Fact in compliance with sound and accepted insurance practices and reasonable standards established by the Subscribers' liability set forth herein or in the Power of Attorney document.
2. To make all premium payments and applicable surcharge payments when due for policies of insurance issued in accordance with schedules of rates prepared from time to time by the Attorney-In-Fact in compliance with sound and accepted insurance practices and reasonable standards established by the Subscriber's Advisory Committee and approved by the Commissioner of Insurance of the State of Utah.
3. To abide by such rules and regulations of the Exchange as are adopted by the Subscribers' Advisory Committee from time to time.
4. To release all past and current information pertaining to underwriting and claims by the undersigned's prior insurers or their agents.
5. To the appointment of Richard C. Engar, D.D.S. as Attorney-In-Fact to effectuate the interexchange of such reciprocal agreements of indemnity under Power of Attorney, a copy of which is attached hereto as Exhibit "A" and by this reference made a part hereof.
6. To have CONTINGENT LIABILITY for payment of actual losses and expenses incurred by The Exchange while his or her policy was in force. Such CONTINGENT LIABILITY shall not exceed during any policy period an aggregate sum of (10) times the premium stated in the policy, but in no event shall exceed \$2,000. Such liability shall be individual, several and proportionate and shall not be joint.

SUBSCRIPTION AGREEMENT

7. That the Advisory Committee shall approve the levy of an assessment upon the subscribers to make up the deficiency at any time that admitted assets of the Company are insufficient to discharge its liabilities and to maintain the deposit with the Commissioner of required surplus funds.

8. To allow the Subscribers' Advisory Committee to supervise and control the activities of the Attorney-In-Fact.

IT IS FURTHER AGREED that the Subscribers' Advisory Committee shall consist of nine members elected at the annual meeting of subscribers by the subscribers exercising one vote each. Advisory Committee members shall be elected for terms of three years each. Terms shall be staggered such that three positions are due for election each year. Not less than six such Committee members shall be subscribers other than the Attorney-In-Fact. The Subscribers' Advisory Committee shall supervise the finances of Professional Insurance Exchange and supervise its operations to assure conformity with this Agreement and the Power of Attorney, procedure audits of the accounts and records of Professional Insurance Exchange and shall have such additional powers and functions as may be conferred from time to time by majority vote of the subscribers.

Executed at _____, Utah, this _____ day of _____, 20 _____.

(Signature)

Please type or print your name and residence address :

Name _____

Street _____

City _____ State _____ Zip _____



Coverage \$1,000,000.00 / \$3,000,000.00

(Dentists not using general anesthetics or I.V./oral/parenteral/transmucosal narcotic sedation;
dentists who provide oral sedation with valium, chloral hydrate or vistaril)

Class I

ANNUAL PREMIUM

\$725.00

SEMI-ANNUAL

\$385.00

QUARTERLY

\$205.00

Class I-H

(Covers Hygienists giving local anesthetics)

ANNUAL PREMIUM

\$775.00

SEMI-ANNUAL

\$410.00

QUARTERLY

\$220.00

Coverage \$1,000,000.00 / \$3,000,000.00

- (A). Dentists who see patients that undergo general anesthesia/I.V. sedation/transmucosally induced narcotic agent sedation by a separate qualified professional in a hospital or surgical center;
- (B). Dentists who have a separate qualified professional come into the office to provide IV/IM/transmucosal narcotic sedation to the treating dentist's patients of record;
- (C). Dentists who provide I.V., parenteral or transmucosally induced narcotic agent sedation themselves to their own patients of record;
- (D). Dentists required to carry this coverage to maintain hospital privileges.
- (E). Dentists who provide oral sedation to patients (valium, vistaril, chloral hydrate excepted)

Class II

ANNUAL PREMIUM

\$925.00

SEMI-ANNUAL

\$485.00

QUARTERLY

\$255.00

Class II-H

(Covers Hygienists giving local anesthetics)

ANNUAL PREMIUM

\$975.00

SEMI-ANNUAL

\$510.00

QUARTERLY

\$270.00



EXHIBIT 'A'
POWER OF ATTORNEY
(PLEASE RETAIN FOR YOUR RECORDS)

1. **Appointment of Attorney-in-Fact.** Richard C. Engar, D.D.S., 445 East 4500 South, Suite 130, Salt Lake City, Utah is hereby appointed Attorney-in-Fact to effectuate the interexchange of reciprocal agreements of indemnity among subscribers of Professional Insurance Exchange (hereinafter "PIE"). The Attorney-in-Fact shall have all powers and responsibilities set forth in this Agreement subject to the right of PIE's subscribers, through the Subscribers' Advisory Committee (hereinafter "Advisory Committee"), to supervise and control the activities of the Attorney-in-Fact.
2. **Service of Process.** The Attorney-in-Fact is authorized to accept service of process in behalf of PIE and is empowered to authorize the Commissioner of Insurance of the State of Utah to receive service to process in actions against PIE upon contracts exchanged.
3. **General Powers.** The Attorney-in-Fact is subject to the control and supervision of the Advisory Committee which shall retain all powers not herein delegated. The Attorney-in-Fact shall be responsible for the administration and management of PIE, including, without limitation, the production, underwriting and servicing of insurance for PIE's subscribers.
4. **General Services.** The Attorney-in-Fact is empowered to perform the following services:
 - (a) Provide adequate personnel and facilities to perform the services herein agreed to be performed by the Attorney-in-Fact.
 - (b) Solicit, receive and accept or reject applications for insurance to be issued by PIE in accordance with general underwriting standards approved by the Advisory Committee.
 - (c) Investigate and pass upon the desirability of the risks involved in the applications for insurance in accordance with standards fixed by the Advisory Committee.
 - (d) Underwrite, classify, rate and issue policies and binders of insurance and reinsurance for PIE which are actuarially sound and in accordance with sound and accepted insurance practices.
 - (e) Establish and maintain for PIE as its property, complete and accurate records of all policies written by PIE.
 - (f) Collect, receive and account for all surplus deposits and premiums and premiums paid for insurance issued, and deposit all of said surplus deposits and premiums in a bank or banks to the account of PIE as soon as practicable and pay therefrom the expenses provided by this Agreement, or as directed by the Advisory Committee.
 - (g) Establish and maintain for PIE as its property, all records required by law, sound insurance and accounting practices, and in accordance with standards adopted by the Advisory Committee, nongovernmental regulatory and supervisory authorities, except income tax returns.
 - (h) Provide and equip adequate offices, furnish all necessary equipment, stationery, forms, printing and supplies for the conduct of the functions required to be performed under this Agreement of the Attorney-in-Fact.

EXHIBIT 'A'
POWER OF ATTORNEY
(PLEASE RETAIN FOR YOUR RECORDS)

(i) Provide and maintain an adequate claims service, including personnel and facilities, for the handling of claims against PIE and its insureds and for the payment thereof on behalf of PIE.

(j) Appoint and terminate agencies in accordance with specific directions by the Advisory Committee

(k) Provide, upon request, any member of the Advisory Committee with the most recent operating statement and balance sheet of PIE.

(l) Retain investment counsel for PIE.

(m) Subject to ratification by the Advisory Committee or an appropriate committee thereof, negotiate and consummate investment transactions of PIE.

(n) Prepare advertisements, newsletters and other promotional material for PIE, in accordance with reasonable standards fixed by the Advisory Committee.

(o) Do any and all other things necessary to carry out the foregoing .

5. **Operating Expenses.** The Attorney-in-Fact shall oversee the payment of all expenses in connection with the services specified in Paragraph 4 herof to be rendered by the Attorney-in-Fact, including the payment of commissions to brokers or agents. Specifically, the following charges, costs and expenses are to be borne directly by PIE:

(a) Special expenses authorized by the Advisory Committee for which the Advisory Committee explicitly assumes payment responsibility.

(b) Losses and claim payments under contracts of insurance written by PIE .

(c) All allocable claims expense as defined in the National Association of Insurance Commissioners Examiners Handbook under "Claim Adjustment Services".

(d) Governmental charges, license fees, Insurance Department fees and examination charges, board and bureau fees, and other statutory charges, and charges for services levied or charged against PIE or in connection with its business.

(e) Taxes, state, local and federal, imposed upon PIE.

(f) All fees and expenses of auditing PIE's books and records by independent auditors and of preparation or review by PIE's accountants of PIE's income tax returns over and above the furnishing of basic income tax data for PIE by the Attorney-in-Fact.

(g) All fees and expenses in connection with the collection of premiums, including, but not limited to, fees and expenses of attorney, collection or credit agencies.

(h) Fees and expenses of the Advisory Committee.

(i) Fees of independent or salaried investment counsel selected by the Advisory Committee .

(j) Direct investment expenses, other than accounting and administrative services performed by the Attorney-in-Fact.

(k) Salaries and expenses of officers and employees of PIE, as authorized by the Advisory Committee

(l) Office equipment, furnishings, stationery, forms, printing and supplies related to the day to day operations of the Company.

EXHIBIT 'A'
POWER OF ATTORNEY
(PLEASE RETAIN FOR YOUR RECORDS)

(m) Expenses of disbursements of dividends to policyholders, if any, preparation and mailing of notices of subscribers' meetings of PIE and the holding of such meetings and printing and mailing of reports to subscribers

6. **Fees.** Any and all fees to be paid to the Attorney-in-Fact by PIE shall be calculated in such a manner as to precisely harmonize with the accepted accounting principles for insurance underwriting companies incurred in performing services on behalf of PIE.

7. **Underwriting.** Although the Advisory Committee shall prescribe and determine the general policies of PIE governing underwriting standards and classes of risks to be accepted, the Attorney-in-Fact or his appropriate committee or officers shall have the exclusive power to determine whether an insurance coverage is within the established general underwriting guidelines.

7. **Contingent Several Liability of Subscribers.** Each subscriber of PIE shall be subject to a contingent several liability in an amount ten times the premium stated in such subscriber's policy, but not to exceed \$2,000.00, which liability is more fully set forth in the policy. Assessments may from time to time be levied upon subscribers of PIE under the terms of their policies by the Attorney-in-Fact upon approval in advance by the Advisory Committee and the Commissioner of Insurance for the State of Utah; or by the Commissioner in liquidation of PIE as provided in Chapter, 10, Title 31, Utah Code Ann. (1953)

This Power of Attorney is an exhibit to and a part of the Subscription Agreement.



PRIVACY POLICIES
(PLEASE RETAIN FOR YOUR RECORDS)

Professional Insurance Exchange (PIE) has adopted the following policies related to the disclosure of personally identifiable financial information as required by Title V of the Gramm-Leach-Bliley Act (P.L. 106-102), as implemented by Section R590-206 of the Utah Administrative Code. In adopting these policies, PIE acknowledges that additional state and federal laws may govern other aspects of the retention or disclosure of personal or private information, including but not limited to the Health Insurance Portability and Accountability Act, the Fair Credit Reporting Act, and state law governing medical records, health or insurance information privacy.

1. No personally identifiable financial information shall be released to any person or entity without written authorization by the insured to release that information. For purpose of these Privacy Policies, the term "insured" includes those persons defined as consumers and customers under Section R590-206-5(1), Utah Administrative Code.
2. "Personally identifiable financial information" includes any information:
 - (i) A consumer (PIE Insured) provides to a licensee (PIE) to obtain an insurance product or service from the licensee;
 - (ii) About a consumer resulting from a transaction involving an insurance product or service between a licensee and a consumer; or
 - (iii) The licensee otherwise obtains about a consumer in connection with providing an insurance product or service to that consumer.
3. If requests are received from dental insurance carriers pertaining to claims information, such information shall not be released without written authorization by the insured to release such information.
4. If requests are received from licensing entities who are evaluating dentists contemplating relocation, no claims information shall be released without written authorization by the insured to release such information.
5. Specific information pertaining to ongoing and closed claims and/or premium amounts billed for and paid by insured consumers shall be kept confidential and shall be limited to the following affiliates and non-affiliated third parties:
 - A. PIE Staff
 - B. Advisory Committee
 - C. Lawyers handling claims
 - D. Accountants and Actuaries who require claims information to calculate reserves, etc.
 - E. Reinsurer and Administrator to enable them to calculate quarterly premiums due for reinsurance
 - F. Potential expert witnesses who must review claims for defense purposes
 - G. Insurance Department Examiners and their designees.

PRIVACY POLICIES

(PLEASE RETAIN FOR YOUR RECORDS)

6. PIE Newsletter articles and other articles submitted for publication shall be written such that privacy of the insured and plaintiff shall be preserved and protected.

7. PIE will provide clear and conspicuous notice of its privacy policies and practices to all insured consumers on the date of policy implementation or on the date on which an individual becomes and insured under a PIE policy, and not less than annually during the continuation of the insurance relationship. The initial, annual and revised privacy notices shall include, at a minimum:

- (i) The categories of non-public personal financial information that PIE collects. *At present, the only non-public personal financial information that PIE collects is the amount due and payment schedule related to premiums and the amount paid by each insured consumer.*
- (ii) The categories of non-public personal financial information that PIE discloses; *At present, the only category of non-public personal financial information that PIE discloses is:*
 - a. Premiums collected and payment schedule for each insured.
- (iii) The categories of affiliates and non-affiliated third parties to whom PIE discloses non-public personal financial information; *At present, the only categories of affiliated and non-affiliated third parties to whom PIE discloses non-public personal financial information are:*
 - a. Reinsurer and Administrator to enable them to calculate quarterly premiums due for reinsurance from PIE.
 - b. Accountants to enable them to calculate quarterly, semi-annual and annual payment totals to prepare monthly financial reports.
 - c. Insurance Department examiners who review premium data.
- (iv) The categories of non-public personal financial information about former PIE insured that PIE discloses; *At present, the only category of non-public financial information about former PIE insured that PIE discloses is:*
 - a. Premium payments and coverage dates up to the time of cancellation. This information is provided to the reinsurer and administrator to calculate premium adjustments for reinsurer
- (v) An explanation of the insured's right to opt out of the disclosure of non-public personal financial information to such non-affiliated third parties, if any, as may be identified; *At present, no non-affiliated third parties are authorized to receive any non-public personal financial information and there is no need for an "opt-out" option, although any insured can discuss disclosure with Company officers.*
- (vi) Any disclosures PIE makes under the Federal Fair Credit Reporting Act; and
- (vii) PIE policies and practices with respect to protecting the confidentiality and security of non-public personal financial information, as described above.

8. These policies shall be revised and amended from time to time to remain in compliance with state and federal law, rules and regulations.

SUBSCRIPTION AGREEMENT

(PLEASE RETAIN FOR YOUR RECORDS)

WHEREAS, the undersigned is a resident of the State of Utah and is licensed to practice dentistry in the State of Utah;

WHEREAS, the undersigned desires to enter into an interexchange among other subscribers of reciprocal agreements of indemnity against professional liability and related professional premises liability, said interexchange to be known as Professional Insurance Exchange (P.I.E.) and to be effectuated through an Attorney-In-Fact common to all subscribers;

NOW THEREFORE, the undersigned agrees with P.I.E., the other subscribers and the Attorney-In-Fact:

1. To interexchange reciprocal agreements of indemnity (the policy) among the other subscribers through the Attorney-In-Fact insuring against losses and subject to such terms and conditions and limits of liability as set forth in the policy. The terms, conditions and limits of liability of the policy shall be specified by the Attorney-In-Fact in compliance with sound and accepted insurance practices and reasonable standards established by the Subscribers' liability set forth herein or in the Power of Attorney document.

2. To make all premium payments and applicable surcharge payments when due for policies of insurance issued in accordance with schedules of rates prepared from time to time by the Attorney-In-Fact in compliance with sound and accepted insurance practices and reasonable standards established by the Subscriber's Advisory Committee and approved by the Commissioner of Insurance of the State of Utah.

3. To abide by such rules and regulations of the Exchange as are adopted by the Subscribers' Advisory Committee from time to time.

4. To release all past and current information pertaining to underwriting and claims by the undersigned's prior insurers or their agents.

5. To the appointment of Richard C. Engar, D.D.S. as Attorney-In-Fact to effectuate the interexchange of such reciprocal agreements of indemnity under Power of Attorney, a copy of which is attached hereto as Exhibit "A" and by this reference made a part hereof.

6. To have CONTINGENT LIABILITY for payment of actual losses and expenses incurred by The Exchange while his or her policy was in force. Such CONTINGENT LIABILITY shall not exceed during any policy period an aggregate sum of (10) times the premium stated in the policy, but in no event shall exceed \$2,000. Such liability shall be individual, several and proportionate and shall not be joint.

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7. That the Advisory Committee shall approve the levy of an assessment upon the subscribers to make up the deficiency at any time that admitted assets of the Company are insufficient to discharge its liabilities and to maintain the deposit with the Commissioner of required surplus funds.

8. To allow the Subscribers' Advisory Committee to supervise and control the activities of the Attorney-In-Fact.

IT IS FURTHER AGREED that the Subscribers' Advisory Committee shall consist of nine members elected at the annual meeting of subscribers by the subscribers exercising one vote each. Advisory Committee members shall be elected for terms of three years each. Terms shall be staggered such that three positions are due for election each year. Not less than six such Committee members shall be subscribers other than the Attorney-In-Fact. The Subscribers' Advisory Committee shall supervise the finances of Professional Insurance Exchange and supervise its operations to assure conformity with this Agreement and the Power of Attorney, procedure audits of the accounts and records of Professional Insurance Exchange and shall have such additional powers and functions as may be conferred from time to time by majority vote of the subscribers.

Executed at _____, Utah, this _____ day of _____, 20 _____.

(Signature)

Please type or print your name and residence address :

Name _____

Street _____

City _____ State _____ Zip _____