



**Application for Individual Mental Health Professionals**

SAVE MONEY: Apply online and pay by credit card at [www.cphins.com](http://www.cphins.com) to receive a 5% online discount.

**Section 1: Applicant Information** For office use only: Approved \_\_\_\_\_ Effective Date \_\_\_\_\_

Name \_\_\_\_\_ Residence Phone \_\_\_\_\_  
Attn/Address 2 \_\_\_\_\_ Business phone \_\_\_\_\_  
Street \_\_\_\_\_ Fax \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Email \_\_\_\_\_

\*Primary Occupation:  Registered Kinesiotherapist  
\*Is your membership with AKTA currently active?  Yes  No

**Section 2: Professional Liability Rates & Limits** Choose your employment category and coverage limits

Each category includes any number of W-2 employed hours.  
Self-employed(1099) hours are based average client contact hours weekly.

\$1 Million  
Each Occurrence  
\$3 Million Aggregate

\$1 Million  
Each Occurrence  
\$5 Million Aggregate

**Employment Category**

Category A: Employed and/or up to 10 hours weekly self-employed	<input type="checkbox"/> \$115	<input type="checkbox"/> \$117
Category B: Employed and/or 11-20 hours weekly self-employed	<input type="checkbox"/> \$180	<input type="checkbox"/> \$184
Category C: Employed and/or over 20 hours weekly self-employed	<input type="checkbox"/> \$320	<input type="checkbox"/> \$326

**Section 3: Prior Acts or "Nose" Coverage (See page 4 for further information)**

1. Do you have a current or expiring Claims Made policy with another carrier?  Yes  No  
2. If so, would you liked to purchase Prior Acts or "Nose" coverage for a onetime payment of \$175?  Yes  No

**If yes, please continue. If no, proceed to Section 4:**

3. Current Policy Expiration Date (This will become your effective date): \_\_\_\_\_  
4. Retroactive Date: \_\_\_\_\_  
5. Claims Made Carrier: \_\_\_\_\_  
6. Policy Number: \_\_\_\_\_

**Section 4: Additional Insureds (Optional)**

To add additional insureds, **please provide their name and mailing address on a separate sheet.** If adding a landlord, also provide the physical address of the premises being leased.

**Add the following percentage of your professional liability premium (from Section 2):**

- **Landlord** (you must have a written lease naming them as Lessor): **0% of professional liability**  
\*Limited to 1 Lessor per office location, each additional is 10%
- **All Others** (please indicate the nature of your professional relationship (e.g. agencies, employers, supervisors, property managers, etc.): **10% of your professional liability for each**

## Section 5: Qualification Questions

1. Have you ever been insured with CPH & Associates?  Yes  No  
*\*If yes, please provide policy number(s) and/or name(s) under which you were insured: \_\_\_\_\_*
- 
2. Have you ever been refused coverage for professional liability or malpractice insurance or has your malpractice or professional liability insurance ever been canceled or declined for renewal (non-renewed)?  Yes  No
- 
3. Has any claim or suit ever been brought against you for alleged malpractice or professional liability, or are you aware of any incident or existing circumstances that might reasonably lead to a claim or suit?  Yes  No
- 
4. Have you ever been convicted of a misdemeanor or felony?  Yes  No
- 
5. Have you ever had your license, certification or registration suspended, revoked, or placed on probation by a licensing board, board of examiners, or any other governmental entity that regulates your profession? Have you ever received a citation or paid a fine as a result of a board proceeding? Have you ever surrendered, either voluntarily or otherwise, your license, certification, or registration?  Yes  No
- 
6. Have you ever been accused of sexual misconduct or any professional impropriety?  Yes  No
- 
7. Have any complaints ever been filed against you or have there ever been any formal or informal investigations or inquiries opened with a peer review committee or an ethics committee of a professional association, hospital, health care facility, licensing board, or any other governmental or private entity?  Yes  No
- 
8. Do you know of any reason why you cannot comply with the legal, ethical, or professional standards set by law, by regulation, by a peer review committee or by an applicable code of ethics in any jurisdiction where you provide services?  Yes  No
- \*\*\*If your answer to any of the questions is "Yes", please provide a detailed explanation on a separate sheet and any pertaining documentation from a licensing board, ethics committee, professional association, or health care facility (i.e. complaint, dismissal letter, consent agreement ).\*\*\***

## Section 6: Total Your Annual Premium

1. Enter your Professional Liability Premium (from Section 2)	\$	<p>**If you are a Kentucky, Louisiana, or West Virginia resident, you are required to include state taxes on the <b>SUBTOTAL</b> amount: For <b>Louisiana</b>, multiply your subtotal by .048; for <b>West Virginia</b>, multiply your subtotal by .0055 and add the result to your total. For <b>Kentucky</b>, please call us at 800-875-1911 for your state and local taxes</p> <p><b>***Administrative Fee (Allied Healthcare Providers Association Risk Purchasing Group Fee)</b> is implemented to ease the rising expenses of administration services and technology improvements and enable us to continue to offer our insureds the services they have come to expect from CPH and Associates.</p>
2. Enter your Prior Acts total (from Section 3), <b>if applicable: \$175.00</b>	\$	
3. Enter your Additional Insured Total (from Section 4), <b>if applicable</b>	\$	
4. <b>SUBTOTAL (Lines 1-3)</b>	\$	
5. Add tax for KY, WV, or NJ residents**	\$	
6. Add Administrative fee (Required)***	\$10.00	
<b>Total Annual Premium:</b>	\$	

**PLEASE SIGN AND DATE THE CONFIRMATION ON PAGE 3**

## Payment: Submit and Send

Mail with Check or Money Order to:

CPH & Associates  
 711 S. Dearborn St., Suite 205  
 Chicago, IL 60605

### Office Hours:

Monday - Friday: 8:30 am to 5:00 pm Central Time  
 Phone: 312-987-9823 or 800-875-1911  
 Fax: 312-987-0902 Email: info@cphins.com

The Undersigned states that he/she is an authorized representative of the Applicant and declares to the best of his/her knowledge and belief and after reasonable inquiry, that the statements set forth in this Application (and any attachments submitted with this Application) are true and complete and may be relied upon by Company \* in quoting and issuing the policy. If any of the information in this Application changes prior to the effective date of the policy, the Applicant will notify the Company of such changes and the Company may modify or withdraw the quote or binder.

The signing of this Application does not bind the Company to offer, or the Applicant to purchase the policy.

\*Company refers collectively to Philadelphia Indemnity Insurance Company and Tokio Marine Specialty Insurance Company

FRAUD NOTICE STATEMENTS

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 CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THAT PERSON TO CRIMINAL AND CIVIL PENALTIES (IN OREGON, THE AFOREMENTIONED ACTIONS MAY CONSTITUTE A FRAUDULENT INSURANCE ACT WHICH MAY BE A CRIME AND MAY SUBJECT THE PERSON TO PENALTIES). (IN NEW YORK, THE CIVIL PENALTY IS NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000) AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION). (NOT APPLICABLE IN AL, AR, AZ, CO, DC, FL, KS, LA, ME, MD, MN, NM, OK, RI, TN, VA, VT, WA AND WV).

APPLICABLE IN AL, AR, AZ, DC, LA, MD, NM, RI AND WV: ANY PERSON WHO KNOWINGLY (OR WILLFULLY IN MD) PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY (OR WILLFULLY IN MD) PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES OR CONFINEMENT IN PRISON.

APPLICABLE IN COLORADO: 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 POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AGENCIES.

APPLICABLE IN FLORIDA AND OKLAHOMA: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY (IN FL, A PERSON IS GUILTY OF A FELONY OF THE THIRD DEGREE).

APPLICABLE IN KANSAS: AN ACT COMMITTED BY ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO DEFRAUD, PRESENTS, CAUSES TO BE PRESENTED OR PREPARES WITH KNOWLEDGE OR BELIEF THAT IT WILL BE PRESENTED TO OR BY AN INSURER, PURPORTED INSURER, BROKER OR ANY AGENT THEREOF, ANY WRITTEN, ELECTRONIC, ELECTRONIC IMPULSE, FACSIMILE, MAGNETIC, ORAL, OR TELEPHONIC COMMUNICATION OR STATEMENT AS PART OF, OR IN SUPPORT OF, AN APPLICATION FOR THE ISSUANCE OF, OR THE RATING OF AN INSURANCE POLICY FOR PERSONAL OR COMMERCIAL INSURANCE, OR A CLAIM FOR PAYMENT OR OTHER BENEFIT PURSUANT TO AN INSURANCE POLICY FOR COMMERCIAL OR PERSONAL INSURANCE WHICH SUCH PERSON KNOWS TO CONTAIN MATERIALLY FALSE INFORMATION CONCERNING ANY FACT MATERIAL THERETO; OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO.

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

APPLICABLE IN MAINE, TENNESSEE, VIRGINIA AND WASHINGTON: 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.

APPLICABLE IN NEW YORK: 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 BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATE VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

INSURED NAME (PLEASE PRINT/TYPE) TITLE

INSURED SIGNATURE DATE DESIRED POLICY EFFECTIVE DATE

SECTION TO BE COMPLETED BY THE PRODUCER/BROKER/AGENT

PRODUCER: CPH & Associates (If this is a Florida Risk, Producer means Florida Licensed Agent)

AGENCY: CPH & Associates

PRODUCER LICENSE NUMBER: 19193 (If this is a Florida Risk, Producer means Florida Licensed Agent)

ADDRESS: 711 S. Dearborn St., Suite 205, Chicago, IL 60605

## Prior Acts or “Nose” Coverage

Prior Acts coverage is an alternative to purchasing Tail coverage from your claims made carrier.

The prior acts endorsement will extend coverage under your new occurrence form policy to certain incidents occurring back to the retroactive date of your expiring claims made policy.

- ***How do I know if I have a claims made policy?*** The proof of coverage for you expiring policy should state if the policy is claims made. If you are unsure, contact your current carrier.
- ***Why should I have prior acts coverage?*** It is important to purchase prior acts coverage when switching from a claims made policy to an occurrence policy to insure you have coverage in place for claims reported after your claims made policy’s expiration date.
- A claims-made policy will only cover claims for which the treatment occurred and the claim was reported while the policy is in effect.

This coverage **does not** apply to any claim, incident or suit arising out of:

- An incident in which the **Insured** knew or had been told prior to the effective date of this endorsement, that it would result in a **Claim or Suit**;
- An incident that has been reported by the **Insured** to any other insurer and for which coverage has been provided by the other insurer;
- An incident that is covered under the **Extended Reporting Period** provision of any prior claims made Policy;
- An incident that is not covered under any prior Policy because the limits of liability are insufficient or exhausted or because they are within a deductible or self-insured retention