

KANSAS STATE BOARD OF HEALING ARTS  
235 SOUTH TOPEKA BOULEVARD - TOPEKA, KANSAS 66603-3068  
TELEPHONE (785) 296-7413

RECEIVED

RENEWAL APPLICATION FOR MEDICINE AND SURGERY  
JULY 1, 1998 TO JUNE 30, 1999

JUL 10 1998

PLEASE REVIEW ALL ENCLOSURES BEFORE COMPLETING APPLICATION. TYPE OR PRINT USING BALLPOINT PEN. INCOMPLETE APPLICATIONS MAY RESULT IN CANCELLATION OF LICENSE. COMPLETION OF ALL INFORMATION ON THIS PAGE IS REQUIRED OF ALL LICENSEES REGARDLESS OF LICENSE STATUS. REFER TO INSTRUCTIONS ON THE BACK OF THIS FORM.

1. Kansas Medical License #: 04-21596      2. Office Phone #: ( ) -      3. SSN (Confidential)

4. Name: NEUHAUS MD ANN V

5. New Mailing Address: (Confidential)  
(if different from address block)      Street Address/P.O.Box      Suite/Apt.  
Lawrence KS      66044  
City      State (and country if not USA)      Zip Code + 4

6. Residence Address: (Confidential)      Residence Phone Number: (Confidential)  
MANHATTAN KS 66506      Fax Number:

7. Is your mailing address:  Your residence     Your practice, or     Other address?

8. Are you active in medicine and surgery in Kansas at least one hour per week?  Yes     No

9. Are you currently enrolled in a residency program?     Yes     No  
If yes, where?    Institution    City    State    Zip Code + 4

10. Are you retired?     Yes     No

11. Please indicate your primary practice specialty using the appropriate code listed on back. Specialty Code 18

12. Please provide street, city, county, state & zip code for each of your practice locations.  
1st Location 205 W. 8th Street Lawrence KS 66044  
2nd Location 3013 E. Central, Wichita KS

13. IF YOUR ANSWER IS "YES" TO ANY OF THE FOLLOWING QUESTIONS (a-e), YOU ARE REQUIRED TO ATTACH DOCUMENTATION AND A COMPLETE EXPLANATION. SINCE MAY 1, 1997 TO THE DATE OF THIS RENEWAL FORM:

- (a)  Yes     No      Has any adverse judgement, award or settlement been paid in which you were named resulting from a professional liability claim?
- (b) (Confidential)
- (c) (Confidential)
- (d)  Yes     No      Have you been found guilty or pled no contest to any felony or class A misdemeanor?
- (e) (Confidential)

14. PROOF OF MALPRACTICE INSURANCE COVERAGE REQUIRED FOR ACTIVE STATUS ONLY (see instructions on back).

THE INFORMATION PROVIDED ABOVE IS CORRECT TO THE BEST OF MY KNOWLEDGE.



SIGNATURE

8/25/98

DATE

I DO PRACTICE IN KANSAS

I DO NOT PRACTICE IN KANSAS

IF 1998 APPEARS IN THE ADDRESS BLOCK, PROOF OF CME HOURS IS DUE WITH THIS RENEWAL FORM.

04-21596      1999      ACT  
ANN K NEUHAUS MD  
15 E 7TH #103  
LAWRENCE KS 66044

<input checked="" type="checkbox"/>	906995	1985	99
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**THE**  
**MEDICAL PROTECTIVE COMPANY**  
**OF**  
**FORT WAYNE INDIANA**

RECEIVED

JUL 10 1998

(A STOCK INSURANCE COMPANY HEREIN CALLED THE COMPANY)

*In Consideration of the payment of the premium, receipt of which is hereby acknowledged, and subject to the limits of liability and the other terms of this policy, the Company hereby agrees to DEFEND and PAY DAMAGES, in the name and on behalf of the Insured or his estate,*

*A IN ANY CLAIM FOR DAMAGES, FILED DURING THE TERM OF THIS POLICY, BASED ON PROFESSIONAL SERVICES RENDERED OR WHICH SHOULD HAVE BEEN RENDERED, BY THE INSURED OR ANY OTHER PERSON FOR WHOSE ACTS OR OMISSIONS THE INSURED IS LEGALLY RESPONSIBLE, IN THE PRACTICE OF THE INSURED'S PROFESSION AS HEREINAFTER LIMITED AND DEFINED.*

*IF REPORTED TO THE COMPANY, THE FOLLOWING SHALL BE DEEMED TO BE A CLAIM FILED DURING THE TERM OF THIS POLICY:*

- a) the receipt, by the Insured, of a notice of legal action for damages as described above, or*
- b) the receipt, by the Insured, of a notification of an intention to hold the Insured responsible for damages as described above.*

*EXCEPT THIS POLICY DOES NOT COVER*

- 1 any liability growing out of the ownership, operation or supervision by the Insured or an employee of the Insured of (a) any hospital, sanitarium, clinic with bed and board facilities or (b) any business enterprise, whether or not related to patient care and / or treatment;*
- 2 payment of damages (BUT WILL DEFEND) in any claim for damages if said damages are in consequence of the performance of a criminal act or willful tort;*
- 3 any vicarious liability of the Insured arising out of membership or participation in a partnership;*
- 4 any liability of any corporation or association of which the Insured is an owner or shareholder or of which the Insured has any financial interest;*
- 5 any liability covered under a workmen's compensation, automobile, fire or general liability policy;*
- 6 any punitive damages or damages over and above actual compensatory damages, which may be assessed against the Insured;*
- 7 any liability for a claim made against the Insured based upon professional services rendered or which should have been rendered prior to the Retroactive Date shown on the reverse side;*
- 8 any liability for damages if claim for such damages was first brought to the Insured's attention prior to the date the Insured's current and continuous coverage first became effective.*
- 9 any liability arising out of the rendering of or failure to render professional services by the insured during any period of time, subsequent to the Retroactive Date, that the insured failed to maintain in effect the required basic professional liability insurance as required by subsection (A) of K.S.A. 40-3402.*

*B Upon receipt of notice the Company shall immediately assume its responsibility for the defense of any such claim. Such defense shall be maintained until final judgment in favor of the Insured shall have been obtained or until all remedies by appeal, writ of error or other legal proceedings deemed reasonable and appropriate by the Company shall have been exhausted at the Company's cost and without limit as to the amount expended. However, the Company shall not be obligated to defend any claim after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.*

*C The Company shall furnish a bond, not to exceed the stated amount for any one occurrence, required to appeal a judgment hereunder, but shall not be liable for more than a pro rata share of interest payments on appealed judgments.*

*D Except as respects the cost of defense provided under paragraph B and the premium on any bond furnished under paragraph C, the Company's liability is limited as follows: Regardless of the number of (a) insureds or interests named in this contract or any endorsement or (b) persons or organizations who sustain damages or (c) claims made or suits brought on account of such injury or damage, or (d) the number of policy years involved, the Company's liability for damages shall not exceed the stated amount for any one occurrence and, subject to the same limit for each occurrence, the Company's total liability during any one policy year shall not exceed the stated annual aggregate.*

*Furthermore, for the purpose of determining the Company's liability, the following shall be considered as arising from one occurrence:*

- a) all injury resulting from a series of acts or omissions in rendering professional services to one person and*
- b) all injury arising out of continuous or repeated exposure to substantially the same general conditions.*

Upon the following conditions:

1 The Insured shall notify the Company, at its General Offices, Fort Wayne, Indiana, or its agent, as soon as possible, of any threatened claim, with full information relative to the services rendered; and in event such claim is filed in court shall immediately forward any and all summons or process served together with the original or a copy of any and all other papers relating to said claim.

2 The Insured shall not (a) make any bold harmful agreements or contract any expense nor voluntarily assume any liability in any situation nor (b) make or contract any settlement of a claim hereunder, except at his own cost and responsibility, without the written authorization of the Company. The Insured shall at all times fully cooperate with the Company in any claim hereunder and shall attend and assist in the preparation and trial of any such claim.

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3 The Insured shall be authorized to practice its profession under the laws of the State or States in which it operates.

4 Other insurance—The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the Insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the Company shall not be liable under this policy for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

5 No action shall be maintained against the Company to recover a loss covered by this policy unless brought after the amount of such loss shall have been fixed either by a final judgment against the Insured by the court of last resort after trial of the issue or by agreement between the parties with the written consent of the Company and unless brought within two years and one day after such judgment or written agreement, except that, if such period is in conflict with the statutes of the state wherein this policy is issued, it is hereby amended to conform with such statutes. Any person or his legal representative who has secured such judgment or written agreement shall thereafter be entitled to recover under the terms of this policy in the same manner and to the same extent as the Insured. Nothing contained in this policy shall give any person or organization any right to join the Company as a codefendant in any action against the Insured to determine the Insured's liability. Bankruptcy or insolvency of the Insured shall not relieve the Company of any of its obligations hereunder.

6 The interest of the Insured under this policy shall not be assignable to any other person.

7 This policy may be cancelled by the Insured by mailing to the Company or any of its authorized representatives, written notice, stating when thereafter the cancellation shall be effective. This policy may be cancelled by the Company by mailing, postage prepaid, to the Insured at the last address on record with the Company written notice stating when, not less than 30 days thereafter such cancellation shall be effective. If the Insured cancels, earned premium shall be computed in accordance with the standard short rate tables and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustments shall be made within a reasonable period of time after cancellation, but payment of or tender of such unearned premium shall not be a condition of cancellation.

8 By acceptance of this policy the Insured agrees that this policy embodies all agreements existing between himself and the Company or any of its agents relating to this insurance.

9 The following space is intended for waivers, exceptions and endorsements. If any, they shall become part of this policy.

125 128 157 177 180 547

Insured's Profession: GENERAL PRACTICE NO SRGY

Retroactive Date: 10/01/86 The Insured:  
Policy No. 571435 ANN KRISTIN NEUHAUS MD  
The Premium \$ 3876 PO BOX 605  
LAWRENCE KS 66044-0605  
Fund Surcharge \$ 1006  
TOTAL \$ 4882

Per Claim Filed \$ 200,000 Annual Aggregate \$ 600,000

The term of this policy shall begin and end at 12:01 a.m., standard time, at the place where the Insured resides

and be from MO 05 DAY 07 YEAR 98 to MO 05 DAY 07 YEAR 99

In Witness Whereof, The Medical Protective Company has caused this policy to be signed by its President and its Secretary and countersigned by its duly authorized representative.

*David E. Randall*  
PRESIDENT

*Luanne R. George*  
COUNTERSIGNED  
SE-11-86-Ka

*Timothy R. Ding*  
SECRETARY

IN THE EVENT OF CLAIM, THREATENED OR FILED,  
IMMEDIATELY NOTIFY THE MEDICAL PROTECTIVE COMPANY, FORT WAYNE, INDIANA

FOR SERVICE CALL:

LUANNE R GEORGE  
PROFESSIONAL LIABILITY POLICY  
Continuous service to the profession since 1899

@ 913-432-8797

RN

**THE  
MEDICAL PROTECTIVE COMPANY  
FORT WAYNE, INDIANA**

*In respect to condition 4, the first sentence is deleted and replaced by the following:*

*Other insurance: The insurance afforded by this policy is primary insurance, except when the insured has other valid and collectible insurance applicable to a loss covered by this policy, in which event this insurance shall be excess over such other valid and collectible insurance.*

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Edt. 8/86

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**HOLD HARMLESS PROVISION**

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Condition 2 of the policy is hereby deleted and replaced by the following:

The Insured shall not contract any expense nor make or contract any settlement of a claim hereunder, except at the Insureds own cost and responsibility, without the written authorization of the Company. The Insured shall at all times fully cooperate with the Company in any claim hereunder and shall attend and assist in the preparation and trial of any such claim.

The following exclusion is added to the policy:

any liability for the acts of another assumed by the Insured under any contract or agreement, whether written or oral, which shall include any hold harmless or indemnification agreement entered into by the Insured, provided that this exclusion shall not serve to exclude coverage to any third party for any liability imposed upon such third party solely as the result of professional health care services rendered by or which should have been rendered by the Insured.

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Edt. 8/97

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*In respect to Paragraph A, Exception 2 is amended to read as follows: ...payment of damages, (BUT WILL DEFEND) in any claim for damages if said damages are in consequence of the performance of a criminal act, willful tort, or sexual act.*

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