

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

RECEIVED  
 JUN 13 2003

RENEWAL APPLICATION FOR MEDICINE AND SURGERY  
 JULY 1, 2003 TO JUNE 30, 2004

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 #: 913-485-4334      3. SSN: (Confidential)  
 1. Name: ANN K NEUHAUS MD      785-331-5657  
 2. New Mailing Address: \_\_\_\_\_  
 (if different from address block)      Street Address/P.O.Box      Suite/Apt.

City      State (and country if not USA)      Zip Code + 4  
 i. Residence Address:      Residence Phone Number:  
 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 none - make only consultation "calls" to another office      Phone Number \_\_\_\_\_  
Street Address Required (No P.O. Box)  
 2nd Location with which I am not affiliated - I have no practice location now (my office is at home but no pt. contacts)      Phone Number \_\_\_\_\_  
Street Address Required (No P.O. Box)

13. YOU ARE REQUIRED TO ATTACH DOCUMENTATION AND A COMPLETE EXPLANATION IF YOUR ANSWER IS "YES" TO ANY OF THESE QUESTIONS.  
 a)  Yes     No    Since May 1, 2002 has any judgment, award or settlement been paid in which you were named resulting from a professional liability claim?  
 b)  Yes     No    Since May 1, 2002 have you been charged with or convicted of any felony or class A misdemeanor? This includes any plea to a felony or class A misdemeanor.  
 c)  Yes     No    Since May 1, 2002 has any disciplinary action been taken or initiated against you by a state licensing agency or other state or federal agency, or have you surrendered or consented to limitation of license to practice in any state?  
 d)  Yes     No    Since May 1, 2002 have you been denied a license to practice the healing arts or other health care profession?  
 e) (Confidential)  
 f) (Confidential)

14. PROOF OF MALPRACTICE INSURANCE COVERAGE REQUIRED FOR ACTIVE STATUS ONLY (see instructions on back). I did surrender DEH lic. due to no office site (required to maintain license)

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

Ann K Neuhaus     I DO PRACTICE IN KANSAS     I DO NOT PRACTICE IN KANSAS  
 SIGNATURE      DATE 5/21/03

IF 2003 APPEARS IN THE ADDRESS BLOCK, PROOF OF CME HOURS IS DUE WITH THIS RENEWAL FORM.

04-21596      2005      ACT  
 ANN K NEUHAUS MD  
 PO BOX 605  
 LAWRENCE KS    66044-0605

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# THE MEDICAL PROTECTIVE COMPANY OF FORT WAYNE, INDIANA

(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 PAYDAMAGES, 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 harmless 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.

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.  
125 128 157 177 180 295 541 547 645

Insured's Profession: GENERAL PRACTICE

Retroactive Date: 10/01/1986

The Insured:

Policy No. 571435  
The Premium \$ 2466

ANN KRISTIN NEUHAUS MD  
205 W 8TH ST  
LAWRENCE KS 66044-2607

Fund Surcharge \$ 383  
TOTAL \$ 2849

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. DAY YEAR to MO. DAY YEAR  
05 07 2003 to 05 07 2004

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.

*Timothy J. Kersey*  
PRESIDENT

*Maureen J. Kelly*  
SECRETARY

*Luanne R. George*

COUNTERSIGNED  
Sa-11-86-Ka

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

@ 913-789-6600

RN

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JUN 7 2003