

Physician Name: _____

Membership # (if Member): _____

**MUTUAL PROTECTION TRUST (MPT)
AGREEMENT FOR INCREASED LIMITS OF LIABILITY (\$5/5M)**

_____, M.D., (hereinafter "Member") and the Mutual Protection Trust (hereinafter "MPT") agree as follows:

1. MPT grants Member's request for increased limits of liability to five million dollars (\$5 million) for any one occurrence, not to exceed five million dollars (\$5 million) in any one calendar year pursuant to Article VIII, Section 7 of the MPT Agreement effective as of _____, (the "Effective Date").

2. The increased limits of liability as set forth in Paragraph 1 apply only to claims arising out of occurrences after the Effective Date. Claims which arise out of occurrences prior to the Effective Date will be subject to the limits of liability in effect at the time of the occurrence, even though the claim may have been asserted after the Effective Date.

3. In the event that Member practices in a partnership or corporation otherwise entitled to coverage at a shared limit of liability lower than \$5/5M (such as \$1/3M or \$2/4M) pursuant to Article VIII, Section 7 of the MPT Agreement, the limits of liability for such partnership or corporation remain at the lower limits unless the liability of the partnership or corporation arises solely out of acts or omissions on the part of Member, in which case the partnership or corporation shall be included within Member's \$5 million/\$5 million level.

4. In the event that Member practices in a group which has non-physician employees who are covered under the MPT Agreement, there shall be no increase in the limits of liability applicable to such employees unless all physicians participating in the group have obtained the same increased limits as Member.

5. Member shall implement MPT's Physician/Patient Arbitration Agreement in Member's medical practice and obtain signatures to the arbitration agreement from at least 50% of new and continuing patients examined, treated, or seen by Member in non-emergency situations subsequent to the Effective Date. MPT shall have the right, upon reasonable notice, to review Member's records for patient compliance with the physician/patient arbitration program. Should MPT's review of Member's records show a compliance rate of less than 50%, Member will have 90 days to bring such compliance rate up to the 50% level. Failure to obtain 50% patient compliance will cause Member's coverage limits to be reduced to \$1 Million / \$3 Million limits of liability.

6. Member may only reduce limits of liability if there are no open claims. If Member has no open claims and chooses to reduce Member's limits of liability to \$1 million/\$3 million or \$2 million/\$4 million subsequent to obtaining the \$5 million/\$5 million limits, Member will not be relieved from liability for an assessment levied before the request is received. Member will be permitted to request a termination date for the \$5 million/\$5 million limits of liability, which must be subsequent to the date MPT receives such request. Member will have no further liability for assessments at the \$5 million/\$5 million rate levied after the date Member's higher limits terminate. Once terminated, the higher limits of liability will not apply to any claim, even if that claim had an occurrence date before the termination date.

AGREEMENT FOR INCREASED LIMITS OF LIABILITY (\$5/5M)
Page Two

7. Member shall participate in the CAP Risk Management Program within sixty (60) days after the Effective Date in the event Member has not attended a CAP Risk Management Program within the past three (3) years. Failure to participate in the CAP Risk Management Program, if required, will void the increased limits of liability set forth in Paragraph 1 hereof and the limits of liability set forth in Article VIII of the MPT Agreement will apply to claims arising out of an occurrence after the Effective Date.

8. This Agreement for Increased Limits of Liability is incorporated in and made a part of the Mutual Protection Trust Agreement. Except as expressly provided herein, all other terms, conditions, covenants, and exclusions remain unchanged and in full effect.

_____	_____
Signature	Date

Print Name	

FOR MPT USE ONLY	
Authorized by:	_____
Date Authorized:	_____