

SERFF Tracking Number: NCMA-125376708 State: Arkansas  
Filing Company: NCMIC Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: 2008 PRESTIGE FORMS  
TOI: 11.0 Medical Malpractice - Claims Sub-TOI: 11.0003 Chiropractic  
Made/Occurrence  
Product Name: Prestige Chiropractic Malpractice  
Project Name/Number: Prestige Cleanup/2008 Prestige Forms

## Filing at a Glance

Company: NCMIC Insurance Company

Product Name: Prestige Chiropractic  
Malpractice

TOI: 11.0 Medical Malpractice - Claims  
Made/Occurrence

Sub-TOI: 11.0003 Chiropractic

Filing Type: Form

SERFF Tr Num: NCMA-125376708 State: Arkansas

SERFF Status: Closed

State Tr Num: EFT \$50

Co Tr Num: 2008 PRESTIGE  
FORMS

State Status: Fees verified and  
received

Co Status:

Reviewer(s): Betty Montesi, Edith  
Roberts, Brittany Yielding

Authors: Jacquie Anderson, Juli  
Frank, Nathan Henn

Disposition Date: 02/14/2008

Date Submitted: 01/31/2008

Disposition Status: Approved

Effective Date Requested (New): On Approval

Effective Date (New):

Effective Date Requested (Renewal): On Approval

Effective Date (Renewal):

State Filing Description:

## General Information

Project Name: Prestige Cleanup

Status of Filing in Domicile: Not Filed

Project Number: 2008 Prestige Forms

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 02/14/2008

State Status Changed: 02/14/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

NCMIC Insurance Company would like to submit for your review and approval 6 revised endorsements and 3 new endorsements for our currently approved Claims Made Chiropractic Malpractice Professional Liability Policy (form CM2006 05/06) and Occurrence Chiropractic Malpractice Professional Liability Policy (form MP2006 05/06). Please see the Explanatory Forms Memorandum for a description of the forms being filed.

SERFF Tracking Number: NCMA-125376708 State: Arkansas  
 Filing Company: NCMIC Insurance Company State Tracking Number: EFT \$50  
 Company Tracking Number: 2008 PRESTIGE FORMS  
 TOI: 11.0 Medical Malpractice - Claims Sub-TOI: 11.0003 Chiropractic  
 Made/Occurrence  
 Product Name: Prestige Chiropractic Malpractice  
 Project Name/Number: Prestige Cleanup/2008 Prestige Forms

## Company and Contact

### Filing Contact Information

Juli Frank, Lead Compliance Analyst jfrank@ncmic.com  
 14001 University Ave (515) 313-4557 [Phone]  
 Clive, IA 50325 (515) 313-4476[FAX]

### Filing Company Information

NCMIC Insurance Company CoCode: 15865 State of Domicile: Iowa  
 14001 University Ave Group Code: 2638 Company Type: Property/Casualty  
 Clive, IA 50235 Group Name: State ID Number:  
 (800) 321-7015 ext. [Phone] FEIN Number: 42-0635534  
 -----

## Filing Fees

Fee Required? Yes  
 Fee Amount: \$50.00  
 Retaliatory? No  
 Fee Explanation: \$50.00 for each form filing.  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
NCMIC Insurance Company	\$50.00	01/31/2008	17761462

<i>SERFF Tracking Number:</i>	<i>NCMA-125376708</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>NCMIC Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>2008 PRESTIGE FORMS</i>		
<i>TOI:</i>	<i>11.0 Medical Malpractice - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>11.0003 Chiropractic</i>
<i>Product Name:</i>	<i>Prestige Chiropractic Malpractice</i>		
<i>Project Name/Number:</i>	<i>Prestige Cleanup/2008 Prestige Forms</i>		

## **Correspondence Summary**

### **Dispositions**

<b>Status</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Approved	Edith Roberts	02/14/2008	02/14/2008

### **Amendments**

<b>Item</b>	<b>Schedule</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Side by Side Forms Comparison	Supporting Document	Juli Frank	01/31/2008	01/31/2008

SERFF Tracking Number: NCMA-125376708 State: Arkansas  
Filing Company: NCMIC Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: 2008 PRESTIGE FORMS  
TOI: 11.0 Medical Malpractice - Claims Sub-TOI: 11.0003 Chiropractic  
Made/Occurrence  
Product Name: Prestige Chiropractic Malpractice  
Project Name/Number: Prestige Cleanup/2008 Prestige Forms

## Disposition

Disposition Date: 02/14/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: NCMA-125376708 State: Arkansas  
 Filing Company: NCMIC Insurance Company State Tracking Number: EFT \$50  
 Company Tracking Number: 2008 PRESTIGE FORMS  
 TOI: 11.0 Medical Malpractice - Claims Sub-TOI: 11.0003 Chiropractic  
 Made/Occurrence  
 Product Name: Prestige Chiropractic Malpractice  
 Project Name/Number: Prestige Cleanup/2008 Prestige Forms

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Side by Side Forms Comparison	Approved	Yes
Form	Temporary Leave of Absence Endorsement CM	Approved	Yes
Form	Temporary Leave of Absence Endorsement Occ	Approved	Yes
Form	Active Military Duty Endorsement CM	Approved	Yes
Form	Active Military Duty Endorsement Occ	Approved	Yes
Form	Delegation of Certain Policy Rights Endorsement	Approved	Yes
Form	Dual License - Massage Therapy Endorsement	Approved	Yes
Form	Claims Made Amendatory Endorsement	Approved	Yes
Form	Arkansas Extended Reporting Amendatory Endorsement	Approved	Yes
Form	Arkansas Extended Reporting Endorsement	Approved	Yes

SERFF Tracking Number: NCMA-125376708 State: Arkansas  
Filing Company: NCMIC Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: 2008 PRESTIGE FORMS  
TOI: 11.0 Medical Malpractice - Claims Sub-TOI: 11.0003 Chiropractic  
Made/Occurrence  
Product Name: Prestige Chiropractic Malpractice  
Project Name/Number: Prestige Cleanup/2008 Prestige Forms

**Amendment Letter**

Amendment Date:

Submitted Date: 01/31/2008

**Comments:**

I neglected to attached the side by side forms comparison. I have attached it now.

**Changed Items:**

**Supporting Document Schedule Item Changes:**

**User Added -Name: Side by Side Forms Comparison**

Comment:

AR Forms Side by Side Comparison.pdf

SERFF Tracking Number: NCMA-125376708 State: Arkansas  
 Filing Company: NCMIC Insurance Company State Tracking Number: EFT \$50  
 Company Tracking Number: 2008 PRESTIGE FORMS  
 TOI: 11.0 Medical Malpractice - Claims Sub-TOI: 11.0003 Chiropractic  
 Made/Occurrence  
 Product Name: Prestige Chiropractic Malpractice  
 Project Name/Number: Prestige Cleanup/2008 Prestige Forms

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Temporary Leave of Absence Endorsement CM	06-2017	07/07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 06-2017 05/06 Previous Filing #: AR-PC-06-020483		Temporary Leave CM 2007.pdf
Approved	Temporary Leave of Absence Endorsement Occ	06-2018	07/07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 06-2018 05/06 Previous Filing #: AR-PC-06-020483		Temporary Leave MP 2007.pdf
Approved	Active Military Duty Endorsement CM	06-2019	07/07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 06-2019 05/06 Previous Filing #: AR-PC-06-020483		Active Military Duty CM 2007.pdf
Approved	Active Military Duty Endorsement Occ	06-2020	07/07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 06-2020 05/06 Previous Filing #: AR-PC-06-020483		Active Military Duty MP 2007.pdf
Approved	Delegation of Certain Policy Rights Endorsement	06-2026	04/07	Endorsement/New Amendment/Conditions		0.00	Delegation Endorsement 2007.pdf
Approved	Dual License - Massage Therapy Endorsement	06-2027	06/07	Endorsement/New Amendment/Conditions		0.00	Dual Licensure Massage Therapy 2007.pdf
Approved	Claims Made Amendatory Endorsement	06-2028	07/07	Endorsement/New Amendment/Conditions		0.00	Claims Made Amendatory Endorsement

SERFF Tracking Number: NCMA-125376708 State: Arkansas  
 Filing Company: NCMIC Insurance Company State Tracking Number: EFT \$50  
 Company Tracking Number: 2008 PRESTIGE FORMS  
 TOI: 11.0 Medical Malpractice - Claims Sub-TOI: 11.0003 Chiropractic  
 Made/Occurrence  
 Product Name: Prestige Chiropractic Malpractice  
 Project Name/Number: Prestige Cleanup/2008 Prestige Forms

				ons		t 2007.pdf
Approved	Arkansas	04CM-	07/07	Endorseme Replaced	Replaced Form #:0.00	Form 04CM
	Extended	2002		nt/Amendm	04CM-2002	2002 07-
	Reporting			ent/Condi	10/03	07.pdf
	Amendatory			ons	Previous Filing #:	
	Endorsement				SERT-	
					5Q6Q2D865	
Approved	Arkansas	04CM-	07/07	Endorseme Replaced	Replaced Form #:0.00	Form 04CM
	Extended	2003		nt/Amendm	04CM-2003	2003 07-
	Reporting			ent/Condi	05/06	07.pdf
	Endorsement			ons	Previous Filing #:	
					AR-PC-06-	
					020483	





## Temporary Leave of Absence Endorsement (Claims Made)

In return for a premium reduction, it is agreed that coverage will be suspended for the **insured** identified below during the time period stated on this endorsement. This coverage suspension is a result of the temporary disablement or leave of absence of the **insured**. Coverage will not apply to any **injury** arising from an **incident** that occurs during the time period specified; however, coverage is provided for **claims or incidents** that are reported during this time period that result from **injuries** arising from an **incident** occurring after the policy **retroactive date** and before the time period specified below. Any Extended Reporting Endorsement will not apply to any **injury** arising from an **incident** that occurred during the period of suspension specified below. This endorsement will suspend coverage for a minimum of 60 days and a maximum of 180 days. This endorsement may be used to suspend coverage for the following reasons: (1) short term disability, (2) maternity leave (3) any other reason pre-approved by NCMIC Insurance Company. This endorsement does not apply to vacations. Suspension of coverage does not apply to professional entities insured under this policy.

### Schedule

**Insured:**

Period of Suspension

From:

To:

This endorsement does not provide a separate limit of liability. Nothing herein contained shall be held to vary, alter, waive, or extend any of the other terms, conditions or limitations of the policy, other than stated above.

**TO BE COMPLETED IF NOT ATTACHED WHEN POLICY IS ISSUED.**

**NCMIC INSURANCE CO.**

Named Insured _____
Endorsement Effective _____ Policy Number _____
Dated at Clive, IA this day of _____, 20____

Authorized Representative



## Temporary Leave of Absence Endorsement (Occurrence)

In return for a premium reduction, it is agreed that coverage will be suspended for the **insured** identified below during the time period stated in this endorsement. This coverage suspension is a result of the temporary disablement or leave of absence of the **insured**. Coverage will not apply to any **injury** arising from an **incident** that occurs during the time period specified. This endorsement will suspend coverage for a minimum of 60 days and a maximum of 180 days. This endorsement may be used to suspend coverage for the following reasons: (1) short term disability, (2) maternity leave (3) any other reason pre-approved by NCMIC Insurance Company. This endorsement does not apply to vacations. Suspension of coverage does not apply to professional entities insured under this policy.

### Schedule

**Insured:**

Period of Suspension

From:

To:

This endorsement does not provide a separate limit of liability. Nothing herein contained shall be held to vary, alter, waive, or extend any of the other terms, conditions or limitations of the policy, other than stated above.

**TO BE COMPLETED IF NOT ATTACHED WHEN POLICY IS ISSUED.**

**NCMIC INSURANCE CO.**

Named Insured _____	
Endorsement Effective _____	Policy Number _____
Dated at Clive, IA this day of _____, 20____	

\_\_\_\_\_  
Authorized Representative



## Active Military Duty Endorsement (Claims Made)

This endorsement suspends coverage without penalty for the **insured** identified below during the time period they are called to active military duty. Coverage will not apply to any **injury** arising from an **incident** that occurs during the period of active military duty; however, coverage is provided for **claims** or **incidents** that are reported during this time period that result from **injuries** arising from an **incident** occurring after the policy **retroactive date** and before the period of active military duty. Any **Extended Reporting Endorsement** will not apply to any **injury** arising from an **incident** that occurred during the period of suspension for active military duty. This endorsement will suspend coverage, including premium payments, during the period of active military duty until the **insured** returns to their professional practice. This endorsement may only be used to suspend coverage for active military duty. Suspension of coverage does not apply to professional entities insured under this policy.

**Insured**

Period of Active Military Duty

From:

To:

This endorsement does not provide a separate limit of liability. Nothing herein contained shall be held to vary, alter, waive, or extend any of the other terms, conditions or limitations of the policy, other than stated above.

**TO BE COMPLETED IF NOT ATTACHED WHEN POLICY IS ISSUED.**

**NCMIC INSURANCE CO.**

Named Insured _____	
Endorsement Effective _____	Policy Number _____
Dated at Clive, IA this day of _____, 20____	

\_\_\_\_\_  
Authorized Representative



## Active Military Duty Endorsement (Occurrence)

This endorsement suspends coverage without penalty for the **insured** identified below during the time period they are called to active military duty. Coverage will not apply to any **injury** arising from an **incident** that occurs during the period of active military duty. This endorsement will suspend coverage, including premium payments, during the period of active military duty until the **insured** returns to their professional practice. This endorsement may only be used to suspend coverage for active military duty. Suspension of coverage does not apply to professional entities insured under this policy.

**Insured**

Period of Active Military Duty

From:

To:

This endorsement does not provide a separate limit of liability. Nothing herein contained shall be held to vary, alter, waive, or extend any of the other terms, conditions or limitations of the policy, other than stated above.

**TO BE COMPLETED IF NOT ATTACHED WHEN POLICY IS ISSUED.**

**NCMIC INSURANCE CO.**

Named Insured _____
Endorsement Effective _____ Policy Number _____
Dated at Clive, IA this day of _____, 20____

Authorized Representative



## Delegation of Certain Policy Rights

This policy is amended effective \_\_\_\_\_, as follows:

Item 8 of the "Conditions" section of the policy is amended in its entirety to read as follows:

- 8. Assignment. The interest of any insured in this policy is not assignable. If the insured shall die or be adjudged incompetent, this insurance shall thereupon terminate for such person but shall cover the insured's legal representative as the insured with respect to liability previously incurred and covered by this insurance.

The insured may, however, delegate certain rights under the policy upon our written consent.

This endorsement does not provide a separate limit of liability. Nothing herein contained shall be held to vary, alter, waive, or extend any of the other terms, conditions or limitations of the policy, other than stated above.

**TO BE COMPLETED IF NOT ATTACHED WHEN POLICY IS ISSUED.**

Named Insured _____
Endorsement Effective _____ Policy Number _____
Dated at Clive, IA this day of _____, 20____

**NCMIC INSURANCE CO.**

Authorized Representative



## Dual License Massage Therapy Endorsement

In consideration of the premium charged, the definition of **Professional Services** is deleted in its entirety and replaced as follows:

8. **Professional Services** means services which are within the scope of practice of a chiropractor in the state or states in which the chiropractor is licensed.

**Professional Services** also means services which are within the scope of practice of a licensed massage therapist in the state or states in which the **insured** is licensed to practice both as a chiropractor and as a massage therapist.

**Professional Services** does not include any services furnished by an **insured** as a practitioner of any other healing or treating art.

The Supplementary Payments section of the policy is amended as follows:

6. Legal fees and **damages** incurred in the defense or investigation of a **claim** or suit that arises out of **your** chiropractic or massage therapy utilization review services, including the rendering of an opinion on the adequacy, necessity or reasonableness of care furnished by another licensed chiropractor or licensed massage therapist based on the review of the patient's records without a physical examination. Supplementary payments for legal fees and **damages** under this section will be limited to \$25,000 per incident/\$50,000 aggregate for all actions arising during the **policy period**.
7. Legal fees and **damages** incurred in the defense or investigation of a **claim** or suit that arises out of **your** peer review services, including services as a member of a formal accreditation, standards review or other professional board or committee. Peer review means the evaluation of the care rendered by another licensed chiropractor or licensed massage therapist for the purpose of determining the qualifications and/or the competency of the licensed chiropractor or licensed massage therapist. Supplementary payments for legal fees and **damages** under this section will be limited to \$25,000 per incident/\$50,000 aggregate for all actions arising during the **policy period**.

This endorsement does not provide a separate limit of liability. Nothing herein contained shall be held to vary, alter, waive, or extend any of the other terms, conditions or limitations of the policy, other than stated above.

**TO BE COMPLETED IF NOT ATTACHED WHEN POLICY IS ISSUED.**

NCMIC INSURANCE CO.

Named Insured _____
Endorsement Effective _____ Policy Number _____
Dated at Clive, IA this day of _____, 20____

Authorized Representative



## Claims Made Amendatory Endorsement

Item 10 of the "Conditions" section of the policy is deleted and replaced as follows:

10. Basic Reporting Extension. Any **claim** taking place on or after the **retroactive date** may be first reported by the **insured** during the **policy period** or within sixty (60) days after the termination of the policy and is provided at no additional cost to you. This reporting extension does not apply if **you** purchase any subsequent insurance that replaces in whole or in part the coverage provided by this policy. The reporting extension does not extend the **policy period**, change the scope of coverage provided, or change the limits of liability.

The second and third paragraphs of the "Extended Reporting Endorsement" section of the policy are deleted and replaced as follows:

**We** will provide the Extended Reporting Endorsement at no additional charge to **you** or **your** estate if any one of the following circumstances occurs:

1. **You** die; or
2. **You** become permanently disabled so **you** cannot continue to practice as a chiropractor; or
3. **You** retire from practice and **you** are at least 55 years of age and have been insured with **us** on a claims-made basis for a period of at least five (5) consecutive immediately preceding years.

After ten (10) years of continuous coverage with **us** under this claims made policy, if this policy terminates for any reason, except for non-payment of premium, **we** will provide the Extended Reporting Endorsement to **you** at no additional charge. However, if a new claims made policy is issued to **you** within five (5) years of the termination of this policy, the rate charged for the new policy would be the mature claims made rate in effect at the time the new policy is issued.

The following is added to the "Extended Reporting Endorsement" section of the policy:

### Extended Reporting for Professional Entities

If coverage is issued to a professional entity, we will provide extended reporting to the entity upon termination of the entity coverage for any **claim** the entity becomes legally obligated to pay, and to which this insurance applies, because of an **injury** that occurred on or after the first effective date of entity coverage and before the entity coverage terminates as long as the policy remains in force. This coverage is subject to all other terms, conditions and exclusions of the policy.

**TO BE COMPLETED IF NOT ATTACHED WHEN POLICY IS ISSUED.**

Named Insured _____
Endorsement Effective _____ Policy Number _____
Dated at Clive, IA this day of _____, 20____

**NCMIC INSURANCE CO.**

Authorized Representative



## ARKANSAS EXTENDED REPORTING AMENDATORY ENDORSEMENT

The “Important Notice” section of the policy has been deleted and replaced with the following language:

**Important Notice:** This is a “Claims Made and Reported” policy. Please read it carefully. The coverage provided by this policy is limited to liability for **claims** and **incidents** which took place on or after the **Retroactive Date** stated in the Declaration and which are first reported by the insured during the policy period or within sixty (60) days following termination of this policy. A Basic Reporting Extension will be automatically provided without additional charge. An Extended Reporting Endorsement may be purchased which would provide an unlimited period to report covered claims. This period starts sixty (60) days after the end of the policy period for **claims** and **incidents** arising out of an occurrence which took place on or after the **Retroactive Date** stated in the Declaration and before the termination of the policy. The Extended Reporting Endorsement will be offered in the event of termination of the policy for any reason. During the first few years, claims made policy rates generally are lower than occurrence policy rates. However, there is a yearly increase until the claims made policy reaches maturity.

The first paragraph of the “Extended Reporting Endorsement” section of this policy has been deleted and replaced with the following language:

**Extended Reporting Endorsement:** In the event of termination of this policy, you may purchase an Extended Reporting Endorsement. An Extended Reporting Endorsement may be purchased which would provide an unlimited period to report covered claims. This time period starts sixty (60) days after the end of the policy period for **claims** or **incidents** arising out of an occurrence which took place on or after the **Retroactive Date** stated in the Declaration and before the termination of the policy. You must request this endorsement from us in writing within sixty (60) days after the policy terminates. The premium for this endorsement will be based on the rules and rating plans in effect at the time of policy termination. This endorsement cannot be cancelled by you or us after the endorsement is issued by **us** and paid in full by **you**.



## ARKANSAS EXTENDED REPORTING ENDORSEMENT

In consideration of an additional premium of \$ \_\_\_\_\_, the Basic Reporting Extension under the "Conditions" section of the policy will be deleted and replaced with the following:

Upon termination of the policy, **you** shall be covered for any **claim** reported to **us** in writing on or after the effective date of this endorsement. The reported **claim** must result from a covered **injury** arising from an **incident** which occurred on or after the **Retroactive Date** stated on this endorsement and prior to the termination of the policy. Purchase of this endorsement does not change any of the other terms, conditions or exclusions of the policy.

Basic Coverage	Retro Date	Limits of Liability Per Claim/Policy Aggregate
_____	_____	_____
<b>Additional Coverages:</b>		
_____	_____	
_____	_____	
_____	_____	
_____	_____	

Entity Coverage	Retro Date	Limits of Liability Per Claim/Policy Aggregate
_____	_____	_____
_____	_____	_____
_____	_____	_____

The limits of liability under the endorsement shall be no less than the greater of the amount of coverage remaining in the expiring policy aggregate or fifty percent (50%) of the aggregate at policy inception.

**TO BE COMPLETED IF NOT ATTACHED WHEN POLICY IS ISSUED. NCMIC INSURANCE CO.**

Named Insured _____
Endorsement Effective _____ Policy Number _____
Dated at Clive, IA this day of _____, 20____

  
 \_\_\_\_\_  
 Authorized Representative

*SERFF Tracking Number:* NCMA-125376708      *State:* Arkansas  
*Filing Company:* NCMIC Insurance Company      *State Tracking Number:* EFT \$50  
*Company Tracking Number:* 2008 PRESTIGE FORMS  
*TOI:* 11.0 Medical Malpractice - Claims      *Sub-TOI:* 11.0003 Chiropractic  
*Made/Occurrence*  
*Product Name:* Prestige Chiropractic Malpractice  
*Project Name/Number:* Prestige Cleanup/2008 Prestige Forms

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: NCMA-125376708 State: Arkansas  
Filing Company: NCMIC Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: 2008 PRESTIGE FORMS  
TOI: 11.0 Medical Malpractice - Claims Sub-TOI: 11.0003 Chiropractic  
Made/Occurrence  
Product Name: Prestige Chiropractic Malpractice  
Project Name/Number: Prestige Cleanup/2008 Prestige Forms

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty **Review Status:** Approved 02/14/2008

**Comments:**

**Attachments:**

P&C Transmittal Document Forms.pdf  
Arkansas Forms Explanatory Memo.pdf

**Satisfied -Name:** Side by Side Forms Comparison **Review Status:** Approved 02/14/2008

**Comments:**

**Attachment:**

AR Forms Side by Side Comparison.pdf

## Property & Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b> a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table style="width: 100%; border: none;"> <tr> <td style="width: 60%; border: none;">New Business</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

<b>3. Group Name</b>	<b>Group NAIC #</b>

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #

<b>5. Company Tracking Number</b>	
-----------------------------------	--

**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail

7. Signature of authorized filer	
8. Please print name of authorized filer	

**Filing information** (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	
10. Sub-Type of Insurance (Sub-TOI)	
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: <input style="width: 100px;" type="text"/> Renewal: <input style="width: 100px;" type="text"/>
15. Reference Filing?	<input type="checkbox"/> Yes <input type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

## Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #

21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

22. Filing Fees (Filer must provide check # and fee amount if applicable)  
[If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #:  
Amount:

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

\*\*\*Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

PC TD-1 pg 2 of 2

## FORM FILING SCHEDULE

(This form must be provided **ONLY** when making a filing that includes forms)  
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	
-----------	--	--

<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	
-----------	---	--

<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

**NCMIC Insurance Company**  
**Chiropractic Malpractice Program**  
**Forms Explanatory Memorandum**

The following endorsements have been revised or added to our currently approved Chiropractic Malpractice Program as a result of this filing. Please see the side-by-side comparison of the revised forms for more information regarding the revisions outlined below.

- **Temporary Leave of Absence Endorsement, forms 06-2017 07/07 and 06-2018 07/07**

We have revised these endorsements to clarify that suspension of coverage due to a temporary leave of absence does not apply to any professional entities insured under the policy.

- **Active Military Duty Endorsement, forms 06-2019 07/07 and 06-2020 07/07**

We have revised these endorsements to clarify that suspension of coverage due to military leave does not apply to any professional entities insured under the policy.

- **Delegation of Certain Policy Rights Endorsement, form 06-2026 04/07**

This is a new endorsement which allows the delegation of premium payments and any refunds and dividends to the insured's employer. Please be advised that we are not changing the fact that policy interest cannot be assigned. Also note that the insured will continue to receive every policy notice. There is no additional charge for this endorsement.

- **Dual License – Massage Therapy Endorsement, form 06-2027 06/07**

This is a new endorsement which provides coverage for insured chiropractors who are also licensed or properly certified to practice massage therapy while acting within the scope of their license(s) and/or certifications. There will be no additional charge for this endorsement.

- **Claims Made Amendatory Endorsement, form 06-2028 07/07**

This is a new mandatory endorsement which amends the Conditions section and Extended Reporting Endorsement section of the claims made policy by removing the word “free” and replacing it with the phrase “at no additional charge”. This endorsement also adds a new Extended Reporting for Professional Entities section to the claims made policy.

- **Arkansas Extended Reporting Amendatory Endorsement, form 04CM-2002 07/07**

We have revised the title of this endorsement due to the creation of the new Claims Made Amendatory Endorsement.

- **Arkansas Extended Reporting Endorsement, form 04CM-2003 07/07**

We have revised this endorsement in order to identify specific coverages, including professional entity coverage, which have differing retroactive dates.

## Side-by-Side Forms Comparison

Attached please find a comparison of NCMIC Insurance Company's currently approved Chiropractic Malpractice Forms and NCMIC Insurance Company's revised Chiropractic Malpractice Forms. All information that has been deleted from the currently approved forms is shown with a ~~strike through~~ and all new information that has been added to the revised forms is underlined.

### **The following forms are included in the Side by Side Comparison:**

1. Form 04CM-2003 05/06 and Form 04CM-2003 07/07, the Arkansas Extended Reporting Endorsement.
2. Form 06-2017 05/06 and Form 06-2017 07/07, the Temporary Leave of Absence Endorsement (Claims Made).
3. Form 06-2018 05/06 and Form 06-2018 07/07, the Temporary Leave of Absence Endorsement (Occurrence).
4. Form 06-2019 05/06 and Form 06-2019 07/07, the Active Military Duty Endorsement (Claims Made).
5. Form 06-2020 05/06 and Form 06-2020 07/07, the Active Military Duty Endorsement (Occurrence).
6. Pages 10-11 of Form CM2006 05/06, the Claims Made Policy and form 06-2028 07/07, the Claims Made Amendatory Endorsement.
7. Form 04CM-2002 and Form 04CM-2002 07/07, the Arkansas Extended Reporting Amendatory Endorsement.

The following forms are new and are **not** included in the Side by Side Comparison:

<b>Form Name</b>	<b>Form Number</b>
Delegation of Certain Policy Rights Endorsement	06-2026 04/07
Dual License – Massage Therapy Endorsement	06-2027 06/07





### ARKANSAS EXTENDED REPORTING ENDORSEMENT

In consideration of an additional premium of \$\_\_\_\_\_, the Basic Reporting Extension under the "Conditions" section of the policy will be deleted and replaced with the following:

Upon termination of the policy, **you** shall be covered for any **claim** reported to **us** in writing on or after the effective date of this endorsement. The reported **claim** must result from a covered **injury** arising from an **incident** which occurred on or after the **Retroactive Date** stated on this endorsement and prior to the termination of the policy. Purchase of this endorsement does not change any of the other terms, conditions or exclusions of the policy.

~~Limits of Liability for this endorsement~~

~~\_\_\_\_\_ Per Claim~~

~~\_\_\_\_\_ Policy aggregate~~

~~RETROACTIVE DATE. \_\_\_\_\_~~

The limits of liability under the endorsement shall be no less than the greater of the amount of coverage remaining in the expiring policy aggregate or fifty percent (50%) of the aggregate at policy inception.

**TO BE COMPLETED IF NOT ATTACHED WHEN POLICY IS ISSUED.**

Named Insured _____
Endorsement Effective _____ Policy Number _____
Dated at Clive, IA this day of _____, 20____

**NCMIC INSURANCE CO.**

Authorized Representative



## ARKANSAS EXTENDED REPORTING ENDORSEMENT

In consideration of an additional premium of \$ \_\_\_\_\_, the Basic Reporting Extension under the "Conditions" section of the policy will be deleted and replaced with the following:

Upon termination of the policy, **you** shall be covered for any **claim** reported to **us** in writing on or after the effective date of this endorsement. The reported **claim** must result from a covered **injury** arising from an **incident** which occurred on or after the **Retroactive Date** stated on this endorsement and prior to the termination of the policy. Purchase of this endorsement does not change any of the other terms, conditions or exclusions of the policy.

<u>Basic Coverage</u>	<u>Retro Date</u>	<u>Limits of Liability</u> <u>Per Claim/Policy Aggregate</u>
<b><u>Additional Coverages:</u></b>		

<u>Entity Coverage</u>	<u>Retro Date</u>	<u>Limits of Liability</u> <u>Per Claim/Policy Aggregate</u>

The limits of liability under the endorsement shall be no less than the greater of the amount of coverage remaining in the expiring policy aggregate or fifty percent (50%) of the aggregate at policy inception.

**TO BE COMPLETED IF NOT ATTACHED WHEN POLICY IS ISSUED. NCMIC INSURANCE CO.**

Named Insured \_\_\_\_\_

Endorsement Effective \_\_\_\_\_ Policy Number \_\_\_\_\_

Dated at Clive, IA this day of \_\_\_\_\_, 20\_\_\_\_

  
 \_\_\_\_\_  
 Authorized Representative



## Temporary Leave of Absence Endorsement (Claims Made)

In return for a premium reduction, it is agreed that coverage will be suspended for the **insured** identified below during the time period stated on this endorsement. This coverage suspension is a result of the temporary disablement or leave of absence of the **insured**. Coverage will not apply to any **injury** arising from an **incident** that occurs during the time period specified; however, coverage is provided for **claims or incidents** that are reported during this time period that result from **injuries** arising from an **incident** occurring after the policy **retroactive date** and before the time period specified below. Any Extended Reporting Endorsement will not apply to any **injury** arising from an **incident** that occurred during the period of suspension specified below. This endorsement will suspend coverage for a minimum of 60 days and a maximum of 180 days. This endorsement may be used to suspend coverage for the following reasons: (1) short term disability, (2) maternity leave (3) any other reason pre-approved by NCMIC Insurance Company. This endorsement does not apply to vacations.

### Schedule

<b><u>Insured:</u></b>	<u>Period of Suspension</u>
	From:
	To:

This endorsement does not provide a separate limit of liability. Nothing herein contained shall be held to vary, alter, waive, or extend any of the other terms, conditions or limitations of the policy, other than stated above.

**TO BE COMPLETED IF NOT ATTACHED WHEN POLICY IS ISSUED.**

Named Insured _____ Endorsement Effective _____ Policy Number _____ Dated at Clive, IA this day of _____, 20____
--

**NCMIC INSURANCE CO.**

\_\_\_\_\_  
Authorized Representative



### Temporary Leave of Absence Endorsement (Claims Made)

In return for a premium reduction, it is agreed that coverage will be suspended for the **insured** identified below during the time period stated on this endorsement. This coverage suspension is a result of the temporary disablement or leave of absence of the **insured**. Coverage will not apply to any **injury** arising from an **incident** that occurs during the time period specified; however, coverage is provided for **claims or incidents** that are reported during this time period that result from **injuries** arising from an **incident** occurring after the policy **retroactive date** and before the time period specified below. Any Extended Reporting Endorsement will not apply to any **injury** arising from an **incident** that occurred during the period of suspension specified below. This endorsement will suspend coverage for a minimum of 60 days and a maximum of 180 days. This endorsement may be used to suspend coverage for the following reasons: (1) short term disability, (2) maternity leave (3) any other reason pre-approved by NCMIC Insurance Company. This endorsement does not apply to vacations. Suspension of coverage does not apply to professional entities insured under this policy.

#### Schedule

**Insured:** \_\_\_\_\_  
Period of Suspension  
From: \_\_\_\_\_  
To: \_\_\_\_\_

This endorsement does not provide a separate limit of liability. Nothing herein contained shall be held to vary, alter, waive, or extend any of the other terms, conditions or limitations of the policy, other than stated above.

**TO BE COMPLETED IF NOT ATTACHED WHEN POLICY IS ISSUED.**

Named Insured _____
Endorsement Effective _____ Policy Number _____
Dated at Clive, IA this day of _____, 20____

**NCMIC INSURANCE CO.**

\_\_\_\_\_  
Authorized Representative



## Temporary Leave of Absence Endorsement (Occurrence)

In return for a premium reduction, it is agreed that coverage will be suspended for the **insured** identified below during the time period stated in this endorsement. This coverage suspension is a result of the temporary disablement or leave of absence of the **insured**. Coverage will not apply to any **injury** arising from an **incident** that occurs during the time period specified. This endorsement will suspend coverage for a minimum of 60 days and a maximum of 180 days. This endorsement may be used to suspend coverage for the following reasons: (1) short term disability, (2) maternity leave (3) any other reason pre-approved by NCMIC Insurance Company. This endorsement does not apply to vacations.

### Schedule

**Insured:**

Period of Suspension

From:

To:

This endorsement does not provide a separate limit of liability. Nothing herein contained shall be held to vary, alter, waive, or extend any of the other terms, conditions or limitations of the policy, other than stated above.

**TO BE COMPLETED IF NOT ATTACHED WHEN POLICY IS ISSUED.**

**NCMIC INSURANCE CO.**

Named Insured _____
Endorsement Effective _____ Policy Number _____
Dated at Clive, IA this day of _____, 20____

\_\_\_\_\_  
Authorized Representative



## Temporary Leave of Absence Endorsement (Occurrence)

In return for a premium reduction, it is agreed that coverage will be suspended for the **insured** identified below during the time period stated in this endorsement. This coverage suspension is a result of the temporary disablement or leave of absence of the **insured**. Coverage will not apply to any **injury** arising from an **incident** that occurs during the time period specified. This endorsement will suspend coverage for a minimum of 60 days and a maximum of 180 days. This endorsement may be used to suspend coverage for the following reasons: (1) short term disability, (2) maternity leave (3) any other reason pre-approved by NCMIC Insurance Company. This endorsement does not apply to vacations. Suspension of coverage does not apply to professional entities insured under this policy.

### Schedule

**Insured:**

Period of Suspension

From:

To:

This endorsement does not provide a separate limit of liability. Nothing herein contained shall be held to vary, alter, waive, or extend any of the other terms, conditions or limitations of the policy, other than stated above.

**TO BE COMPLETED IF NOT ATTACHED WHEN POLICY IS ISSUED.**

NCMIC INSURANCE CO.

Named Insured _____	
Endorsement Effective _____	Policy Number _____
Dated at Clive, IA this day of _____, 20____	

\_\_\_\_\_  
Authorized Representative



### Active Military Duty Endorsement (Claims Made)

This endorsement suspends coverage without penalty for the **insured** identified below during the time period they are called to active military duty. Coverage will not apply to any **injury** arising from an **incident** that occurs during the period of active military duty; however, coverage is provided for **claims** or **incidents** that are reported during this time period that result from **injuries** arising from an **incident** occurring after the policy **retroactive date** and before the period of active military duty. Any **Extended Reporting Endorsement** will not apply to any **injury** arising from an **incident** that occurred during the period of suspension for active military duty. This endorsement will suspend coverage, including premium payments, during the period of active military duty until the **insured** returns to their professional practice. This endorsement may only be used to suspend coverage for active military duty.

Insured

Period of Active Military Duty

From:

To:

This endorsement does not provide a separate limit of liability. Nothing herein contained shall be held to vary, alter, waive, or extend any of the other terms, conditions or limitations of the policy, other than stated above.

TO BE COMPLETED IF NOT ATTACHED WHEN POLICY IS ISSUED.

NCMIC INSURANCE CO.

Named Insured _____
Endorsement Effective _____ Policy Number _____
Dated at Clive, IA this day of _____, 20____

Authorized Representative



## Active Military Duty Endorsement (Claims Made)

This endorsement suspends coverage without penalty for the **insured** identified below during the time period they are called to active military duty. Coverage will not apply to any **injury** arising from an **incident** that occurs during the period of active military duty; however, coverage is provided for **claims** or **incidents** that are reported during this time period that result from **injuries** arising from an **incident** occurring after the policy **retroactive date** and before the period of active military duty. Any **Extended Reporting Endorsement** will not apply to any **injury** arising from an **incident** that occurred during the period of suspension for active military duty. This endorsement will suspend coverage, including premium payments, during the period of active military duty until the **insured** returns to their professional practice. This endorsement may only be used to suspend coverage for active military duty. Suspension of coverage does not apply to professional entities insured under this policy.

**Insured**

Period of Active Military Duty

From:

To:

This endorsement does not provide a separate limit of liability. Nothing herein contained shall be held to vary, alter, waive, or extend any of the other terms, conditions or limitations of the policy, other than stated above.

**TO BE COMPLETED IF NOT ATTACHED WHEN POLICY IS ISSUED.**

**NCMIC INSURANCE CO.**

Named Insured _____	
Endorsement Effective _____	Policy Number _____
Dated at Clive, IA this day of _____, 20____	

\_\_\_\_\_  
Authorized Representative



### Active Military Duty Endorsement (Occurrence)

This endorsement suspends coverage without penalty for the **insured** identified below during the time period they are called to active military duty. Coverage will not apply to any **injury** arising from an **incident** that occurs during the period of active military duty. This endorsement will suspend coverage, including premium payments, during the period of active military duty until the **insured** returns to their professional practice. This endorsement may only be used to suspend coverage for active military duty.

Insured

Period of Active Military Duty

From:

To:

This endorsement does not provide a separate limit of liability. Nothing herein contained shall be held to vary, alter, waive, or extend any of the other terms, conditions or limitations of the policy, other than stated above.

TO BE COMPLETED IF NOT ATTACHED WHEN POLICY IS ISSUED.

NCMIC INSURANCE CO.

Named Insured _____
Endorsement Effective _____ Policy Number _____
Dated at Clive, IA this day of _____, 20____

Authorized Representative



### Active Military Duty Endorsement (Occurrence)

This endorsement suspends coverage without penalty for the **insured** identified below during the time period they are called to active military duty. Coverage will not apply to any **injury** arising from an **incident** that occurs during the period of active military duty. This endorsement will suspend coverage, including premium payments, during the period of active military duty until the **insured** returns to their professional practice. This endorsement may only be used to suspend coverage for active military duty. Suspension of coverage does not apply to professional entities insured under this policy.

**Insured**

Period of Active Military Duty

From:

To:

This endorsement does not provide a separate limit of liability. Nothing herein contained shall be held to vary, alter, waive, or extend any of the other terms, conditions or limitations of the policy, other than stated above.

**TO BE COMPLETED IF NOT ATTACHED WHEN POLICY IS ISSUED.**

**NCMIC INSURANCE CO.**

Named Insured _____
Endorsement Effective _____ Policy Number _____
Dated at Clive, IA this day of _____, 20____

\_\_\_\_\_  
Authorized Representative

8. Assignment. The interest of any **insured** in this policy is not assignable. If the **insured** shall die or be adjudged incompetent, this insurance shall thereupon terminate for such person but shall cover the **insured's** legal representative as the **insured** with respect to liability previously incurred and covered by this insurance.
9. Terms Conform to Statute or Regulation. Any term of this policy that is in conflict with a statute or regulation of the state where the policy is issued is amended to conform to such statute or regulation.
10. Basic Reporting Extension. Any **claim** taking place on or after the **retroactive date** may be first reported by the **insured** during the **policy period** or within sixty (60) days after the termination of the policy and is provided at no cost to you. This reporting extension does not apply if **you** purchase any subsequent insurance that replaces in whole or in part the coverage provided by this policy. The reporting extension does not extend the **policy period**, change the scope of coverage provided, or change the limits of liability.
11. Cancellation and Non-renewal. **You** may cancel this policy by returning it to **us**. **You** may also cancel by giving **us** advance written notice of when the cancellation is to take effect. **We** may cancel or not renew this policy by mailing notice to **you** at **your** last known address. Notice to **you** must be sent at least sixty (60) days before the cancellation or non-renewal date. If **you** fail to pay any premium when due, **we** may cancel this policy by mailing notice to **you** at **your** last known address at least ten (10) days in advance. The reason for any cancellation or non-renewal will be stated in the notice. Proof of mailing is proof of notice for purposes of this provision. The effective date and hour of cancellation stated in the notice or the time of surrender of the policy shall become the end of the **policy period**.  
  
If this policy is cancelled, **you** may be entitled to a premium refund, but a refund or offer to make a refund is not a condition of cancellation. Any refund will be computed pro rata.
12. Examination of **Your** Books and Records. **We** may examine and audit **your** books and records as they relate to this policy during the **policy period** and up to three years following termination or expiration of the policy.
13. Mutual Holding Company. **You** are a member of National Chiropractic Mutual Holding Company. **You** may participate at the annual meeting according to the provisions of the bylaws. The board of directors shall decide the time and place of the annual meeting according to the bylaws and the laws of the State of Iowa.

### **Extended Reporting Endorsement (Tail Coverage)**

In the event of termination of this policy, unless termination is for nonpayment of premium, **you** may purchase an Extended Reporting Endorsement. Under this endorsement, for an unlimited time, **you** can report **claims** that took place on or after the **retroactive date** and before the termination of the policy. **You** must request this endorsement from **us** in writing within sixty (60) days after the policy terminates. The premium for this endorsement will be based on the rules and rating plans in effect at the time of policy termination. This endorsement cannot be cancelled by **you** or **us** after the endorsement is issued by **us** and paid in full by **you**.

**We** will provide the Extended Reporting Endorsement ~~free of charge~~ to **you** or **your** estate if any one of the following circumstances occurs:



## Claims Made Amendatory Endorsement

Item 10 of the "Conditions" section of the policy is deleted and replaced as follows:

10. Basic Reporting Extension. Any **claim** taking place on or after the **retroactive date** may be first reported by the **insured** during the **policy period** or within sixty (60) days after the termination of the policy and is provided at no additional cost to you. This reporting extension does not apply if **you** purchase any subsequent insurance that replaces in whole or in part the coverage provided by this policy. The reporting extension does not extend the **policy period**, change the scope of coverage provided, or change the limits of liability.

The second and third paragraphs of the "Extended Reporting Endorsement" section of the policy are deleted and replaced as follows:

**We** will provide the Extended Reporting Endorsement at no additional charge to **you** or **your** estate if any one of the following circumstances occurs:

1. **You** die; or
2. **You** become permanently disabled so **you** cannot continue to practice as a chiropractor; or
3. **You** retire from practice and **you** are at least 55 years of age and have been insured with **us** on a claims-made basis for a period of at least five (5) consecutive immediately preceding years.

After ten (10) years of continuous coverage with **us** under this claims made policy, if this policy terminates for any reason, except for non-payment of premium, **we** will provide the Extended Reporting Endorsement to **you** at no additional charge. However, if a new claims made policy is issued to **you** within five (5) years of the termination of this policy, the rate charged for the new policy would be the mature claims made rate in effect at the time the new policy is issued.

The following is added to the "Extended Reporting Endorsement" section of the policy:

### Extended Reporting for Professional Entities

If coverage is issued to a professional entity, we will provide extended reporting to the entity upon termination of the entity coverage for any **claim** the entity becomes legally obligated to pay, and to which this insurance applies, because of an **injury** that occurred on or after the first effective date of entity coverage and before the entity coverage terminates as long as the policy remains in force. This coverage is subject to all other terms, conditions and exclusions of the policy.

**TO BE COMPLETED IF NOT ATTACHED WHEN POLICY IS ISSUED.**

**NCMIC INSURANCE CO.**

Named Insured _____
Endorsement Effective _____ Policy Number _____
Dated at Clive, IA this day of _____, 20____

  
 \_\_\_\_\_  
 Authorized Representative

1. **You** die; or
2. **You** become permanently disabled so **you** cannot continue to practice as a chiropractor; or
3. **You** retire from practice and **you** are at least 55 years of age and have been insured with **us** on a claims-made basis for a period of at least five (5) consecutive immediately preceding years.

After ten (10) years of continuous coverage with **us** under this claims made policy, if this policy terminates for any reason, except for non-payment of premium, **we** will provide the Extended Reporting Endorsement to **you** ~~free of charge~~. However, if a new claims made policy is issued to **you** within five (5) years of the termination of this policy, the rate charged for the new policy would be the mature claims made rate in effect at the time the new policy is issued.

The endorsement is subject to all other terms, conditions and exclusions of the policy. The limits of liability under the endorsement must be equal to or less than those in effect on the date that the policy terminated.

**In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representatives.**

Secretary   
Roger Schlueter

President   
Patrick McNerney





## ~~ARKANSAS CLAIMS MADE~~ AMENDATORY ENDORSEMENT

The “Important Notice” section of the policy has been deleted and replaced with the following language:

**Important Notice:** This is a “Claims Made and Reported” policy. Please read it carefully. The coverage provided by this policy is limited to liability for **claims** and **incidents** which took place on or after the **Retroactive Date** stated in the Declaration and which are first reported by the insured during the policy period or within sixty (60) days following termination of this policy. A Basic Reporting Extension will be automatically provided without additional charge. An Extended Reporting Endorsement may be purchased which would provide an unlimited period to report covered claims. This period starts sixty (60) days after the end of the policy period for **claims** and **incidents** arising out of an occurrence which took place on or after the **Retroactive Date** stated in the Declaration and before the termination of the policy. The Extended Reporting Endorsement will be offered in the event of termination of the policy for any reason. During the first few years, claims made policy rates generally are lower than occurrence policy rates. However, there is a yearly increase until the claims made policy reaches maturity.

The first paragraph of the “Extended Reporting Endorsement” section of this policy has been deleted and replaced with the following language:

**Extended Reporting Endorsement:** In the event of termination of this policy, you may purchase an Extended Reporting Endorsement. An Extended Reporting Endorsement may be purchased which would provide an unlimited period to report covered claims. This time period starts sixty (60) days after the end of the policy period for **claims** or **incidents** arising out of an occurrence which took place on or after the **Retroactive Date** stated in the Declaration and before the termination of the policy. You must request this endorsement from us in writing within sixty (60) days after the policy terminates. The premium for this endorsement will be based on the rules and rating plans in effect at the time of policy termination. This endorsement cannot be cancelled by you or us after the endorsement is issued by **us** and paid in full by **you**.



## **ARKANSAS EXTENDED REPORTING** **AMENDATORY ENDORSEMENT**

The “Important Notice” section of the policy has been deleted and replaced with the following language:

**Important Notice:** This is a “Claims Made and Reported” policy. Please read it carefully. The coverage provided by this policy is limited to liability for **claims** and **incidents** which took place on or after the **Retroactive Date** stated in the Declaration and which are first reported by the insured during the policy period or within sixty (60) days following termination of this policy. A Basic Reporting Extension will be automatically provided without additional charge. An Extended Reporting Endorsement may be purchased which would provide an unlimited period to report covered claims. This period starts sixty (60) days after the end of the policy period for **claims** and **incidents** arising out of an occurrence which took place on or after the **Retroactive Date** stated in the Declaration and before the termination of the policy. The Extended Reporting Endorsement will be offered in the event of termination of the policy for any reason. During the first few years, claims made policy rates generally are lower than occurrence policy rates. However, there is a yearly increase until the claims made policy reaches maturity.

The first paragraph of the “Extended Reporting Endorsement” section of this policy has been deleted and replaced with the following language:

**Extended Reporting Endorsement:** In the event of termination of this policy, you may purchase an Extended Reporting Endorsement. An Extended Reporting Endorsement may be purchased which would provide an unlimited period to report covered claims. This time period starts sixty (60) days after the end of the policy period for **claims** or **incidents** arising out of an occurrence which took place on or after the **Retroactive Date** stated in the Declaration and before the termination of the policy. You must request this endorsement from us in writing within sixty (60) days after the policy terminates. The premium for this endorsement will be based on the rules and rating plans in effect at the time of policy termination. This endorsement cannot be cancelled by you or us after the endorsement is issued by **us** and paid in full by **you**.